

Prepared by and when recorded return to:

City Clerk
City of New Port Richey
5919 Main Street
New Port Richey, FL 34652

UTILITIES SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between the City of New Port Richey, a municipal corporation organized and existing under the laws of the State of Florida (the “CITY”) and, LENNAR HOMES, LLC, a Florida limited liability company (the “DEVELOPER”) (collectively, the “PARTIES”).

W I T N E S S E T H

WHEREAS, the DEVELOPER is anticipating the development of a project to be known as New Port Corners, a portion of which is located within the City of New Port Richey Utility Service Area as depicted on **Exhibit A** attached hereto, representing a portion of the New Port Corners development property legally described as set forth on **Exhibit B** (only such portion of the New Port Corners as is located within the City of New Port Richey Utility Service Area, the “DEVELOPMENT”); and

WHEREAS, the Parties desire to enter into this Agreement to provide for central water, wastewater treatment services, potable water, reclaimed, and sanitary sewer services to the DEVELOPMENT; and

WHEREAS, in order to provide such services to the DEVELOPMENT, water lines and services, reclaimed lines and facilities, fire hydrants, gravity sewer and laterals, manholes, lift stations, force mains, appurtenances, treatment facilities, and required rights-of-way or easements will need to be installed and utilized (collectively, "lines"); and

WHEREAS, simultaneously herewith, the CITY and the DEVELOPER are entering into an Impact Fee Agreement (the “Impact Fee Agreement”), whereby the CITY will provide the DEVELOPER certain sewer impact fee credits for the design, engineering, permitting and construction and certain reclaimed water facilities as further set forth in the Impact Fee Agreement (the “Fee Credits”).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good a valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. RECITALS. The above recitals are true and correct and incorporated herein by reference.
2. DEVELOPER COVENANTS.
 - a. DEVELOPER shall construct and install all lines and water or wastewater treatment facilities necessary for the DEVELOPMENT to have potable water and sanitary sewer service (the "Improvements"), and will bear all costs and expenses thereof, including engineering fees, permitting fees, legal fees, labor, and materials.
 - b. The DEVELOPER shall, if necessary, construct and install lines outside the boundaries of the DEVELOPMENT to connect the Improvements with existing CITY facilities and shall bear all costs and expenses thereof including engineering fees, permitting fees, and construction costs. These off-site facilities shall be located in existing CITY easements or right-of-way or in easements or right-of-way acquired by the DEVELOPER and dedicated to the CITY.
 - c. DEVELOPER shall not commence installation of the Improvements or any off-site lines until all plans and specifications therefor have been submitted to and approved in writing by the CITY and such other agencies having jurisdiction.
 - d. The DEVELOPER shall be solely responsible for complying with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities that, in any manner, bear on the installation and construction of the Improvements. The DEVELOPER shall be responsible for obtaining all necessary permits and licenses required to install and construct the Improvements, at its sole costs and expense.
 - e. Except for any existing agricultural wells necessary to serve any interim agricultural uses within the DEVELOPMENT until the applicable phases of the same are actually developed, the DEVELOPER shall not directly or indirectly engage in the operation of a potable water or sanitary sewer system within or serving the DEVELOPMENT.

3. CITY COVENANTS.

a. Upon completion of the Improvements and certification by the DEVELOPER's engineer of such completion, the CITY will inspect the Improvements. Upon determination by the CITY that the Improvements have been properly installed by the DEVELOPER in accordance with approved plans and specifications, the CITY will provide service to such lines, further provided the DEVELOPER has performed and fulfilled all other obligations imposed on the DEVELOPER under the terms of this Agreement and by all applicable laws, rules, regulation, and ordinances of the municipality, county or such other agency having jurisdiction. Subject to the conditions precedent of this paragraph, service will be commenced at the time the DEVELOPER receives the first Certification of Occupancy for a dwelling unit within the DEVELOPMENT.

4. TRANSFER OF INFRASTRUCTURE. The Parties agree that at such time as the Improvements, or any portion thereof, are connected to, accepted by and become a part of the CITY's subregional water and sewer system, all real and personal property both tangible and intangible, including the water and sewer lines, the easements, permits, and construction drawings, shall become the property of the CITY and title and ownership shall automatically vest in the CITY upon its acceptance, free and clear of all liens and encumbrances without the necessity of any separate instrument of assignment or transfer. Notwithstanding the foregoing, the CITY and the DEVELOPER shall execute an acknowledgement of the date of such completion and automatic transfer, which shall be appended to this Agreement.

5. MAINTENANCE. After ownership and title to any portion of the Improvements is vested in the CITY, all responsibility for repair and maintenance of such part or portion as have been installed in appropriate easements or right-of-way shall be the responsibility of the CITY, provided that the CITY shall not have the responsibility to repair and maintain any part or portion until the CITY has made a determination that such part or portion has been properly installed in accordance with the approved plans and specifications. Nothing in this Agreement shall waive or otherwise affect

or diminish the CITY's rights and remedies under any maintenance bond, developer letter of credit, or other guarantee of performance regarding such lines which has been provided the CITY. The DEVELOPER shall further assign to the CITY, for the use and benefit of the CITY and the successors and assigns of the CITY, each and every construction warranty obtained by the DEVELOPER in connection with the Improvements. It is understood and agreed upon by the Parties that the CITY does not accept any ownership or maintenance responsibility of any part of the Improvements or utility lines located on private property and does not accept maintenance responsibility until after the acceptance of the Improvements by the CITY.

6. MAINTENANCE BOND. A maintenance bond shall be provided by the DEVELOPER to the CITY for the Improvements, including all lines and facilities, for the one-year period immediately following acceptance by the CITY.

7. CITY CODES AND ORDINANCES. The DEVELOPER agrees and expressly acknowledges that the DEVELOPMENT is located within the CITY's Utility Service Area as depicted on Exhibit A and, therefore, the Improvements and all matters associated thereto shall be subject to and governed by the City's codes of ordinances and land development regulations.

8. EXECUTION OF ADDITIONAL DOCUMENTS. If the DEVELOPER fails to execute any of the appropriate documents necessary to carry out this Agreement, the CITY may seek specific enforcement for the execution of such documents, without exclusion of any and all other remedies available to the City.

9. REVENUES. The CITY shall be solely entitled to all revenues generated by the customers connected to the water and sewer system in the DEVELOPMENT pursuant to the schedule of fees and revenues established by the New Port Richey City Council.

10. DEVELOPMENT/IMPACT FEES. Subject to the use of the Impact Fee Credits available under the Impact Fee Agreement, the DEVELOPER shall pay the CITY water and sewer development/impact fees for all units in the DEVELOPMENT connected to the utility systems contemplated hereunder. Such development/impact fees shall be in amounts authorized as of the time payment is required under the

terms of the CITY's codes of ordinances.

11. ANNEXATION. By execution of this agreement the parties agree that all lands involved in this agreement shall, at the sole discretion of the City, be annexed and become part of the boundaries of the City of New Port Richey by ordinance when said property becomes contiguous to the corporate boundaries of the City of New Port Richey. Furthermore, the parties shall do all things necessary to execute any instruments required to effectuate such annexation, and in the absence thereof, DEVELOPER does hereby appoint the City Manager of the City of New Port Richey as attorney-in-fact to sign such documents as are necessary for such annexation on behalf of the parties or their successor or assigns.

12. NOTICES. Any notice, statement, demand, or other communication required or permitted to be delivered or served or given by either party under this Agreement shall be deemed delivered or served or given if mailed in any general or branch United States Post Office enclosed in a registered or certified envelope addressed to the respective parties as follows:

CITY: City of New Port Richey
Department of Public Works
5919 Main Street
New Port Richey, FL 34652

With a courtesy copy to:

Clarke G. Hobby, Esquire
Hobby & Hobby, P.A.
109 N. Brush St., Suite 250
Tampa, FL 33602

Notwithstanding the foregoing, each party shall be entitled to change such address by notice given pursuant to this paragraph.

13. MISCELLANEOUS.

a. *RECORDING AND COVENANT RUNNING WITH THE LAND.* The Parties agree that this Agreement shall be recorded in the Official Records of Pasco County, Florida by the CITY and all covenants and agreements contained herein shall constitute covenants running with the lands of the DEVELOPMENT, and shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

b. *ATTORNEYS' FEES.* Should the CITY be forced to retain an attorney to enforce any provisions of this Agreement, or engage in any litigation over this Agreement, the CITY shall be entitled to recover its reasonable attorneys' fees, costs, charges, and expenses expended or incurred in pursuit of all such claims at every level, including pre-suit, pre-trial, trial, and appeal and including any litigation over entitlement to or the amount of attorneys' fees and costs owed.

c. *ENTIRE AGREEMENT AND MODIFICATION.* This Agreement sets forth the entire agreement between the Parties hereto as to the subject matter hereto and there are no other understandings or agreements, written or oral, unless set forth herein. This Agreement may not be amended or modified except in writing executed by the Parties.

d. *SEVERABILITY.* If any one or more of the provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and this Agreement shall be treated as though that portion had never been a part hereof.

e. *AUTHORIZATION.* The undersigned represent and warrant that they are duly authorized to execute this Agreement and to bind their respective party hereto without the consent or joinder of any other party.

f. *GOVERNING LAW AND VENUE.* This Agreement shall be construed by and controlled under the laws of the State of Florida. Venue for any state action arising under this Agreement shall be exclusively in the courts located in Pasco County, Florida and for any federal action shall be exclusively in the Middle District Court, Tampa Division.

g. *WAIVER.* No waiver of any default or failure to perform shall be valid unless set forth in writing by the waiving party and shall not constitute a waiver of any other default or failure to perform under this Agreement, or of any rights or remedies to which the CITY may be entitled on account of any such default or failure to perform.

h. *ASSIGNABILITY*. Notwithstanding anything contained herein, the DEVELOPER shall not assign this Agreement except and unless it has obtained prior written consent of the CITY.

i. *NO THIRD-PARTY BENEFICIARIES*. This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third-parties or enforceability by the public at large.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

(SEAL)

ATTEST:

CITY OF NEW PORT RICHEY, FLORIDA

By: _____

Judy Meyers, as City Clerk

By: _____

Debbie L. Manns, as City Manager

COUNTY OF PASCO:
STATE OF FLORIDA:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the County aforesaid to take acknowledgments, personally appeared Debbie L. Manns to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that she executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2023.

My Commission Expires:

(Seal)

Notary Public

(Print or Type Name)

APPROVED AS TO FORM

By _____
Timothy P. Driscoll, as City Attorney

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

WITNESSES:

(Print Name)

(Print Name)

DEVELOPER:

LENNAR HOMES, LLC, a Florida limited liability company

By: _____
Print Name: _____
Title: _____

COUNTY OF _____)

STATE OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared by means of ____ physical presence or ____ online notarization, _____, as _____ of LENNAR HOMES, LLC, a Florida limited liability company, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that _____ executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this _____ day of _____, 2023.

My Commission Expires:

(SEAL)

Notary Public

(Print or Type Name)

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

WITNESSES:

(Print Name)

(Print Name)

EXHIBIT A

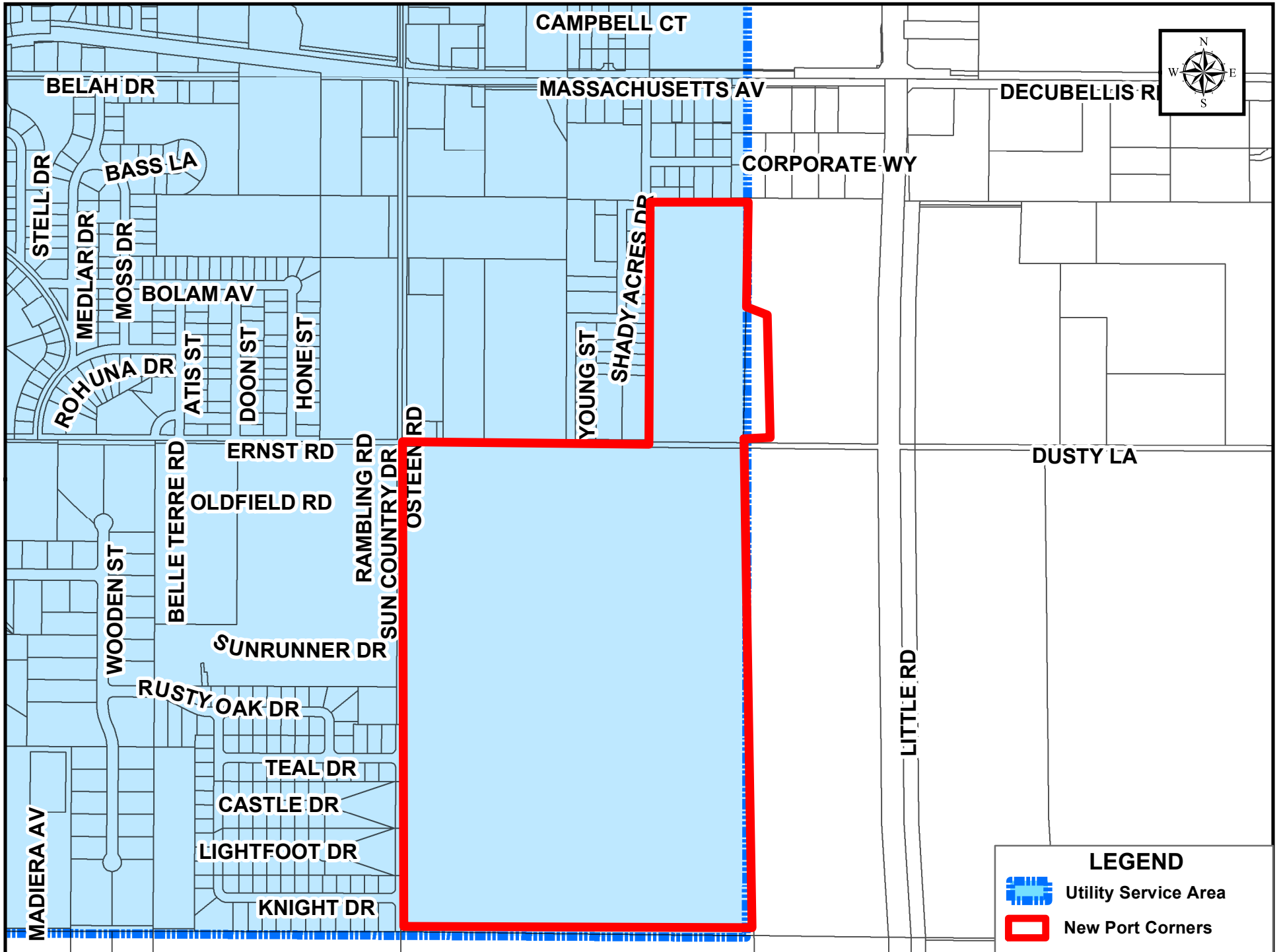


EXHIBIT B

DESCRIPTON (Taken from Exhibit "A", of Fidelity National Title Insurance Company Title Commitment Order No.: 7604178, dated 12/12/2019:

PARCEL 1:

All of Tracts 18 through 23, inclusive, and that portion of Tracts 24, 29, 30 and 31 lying North of the Pithlaschascotee River; of the Port Richey Land Company Subdivision of Section 1, Township 26 South, Range 16 East, as shown on the plat recorded in Plat Book 1, pages 60 and 61, of the Public Records of Pasco County, Florida,

LESS AND EXCEPT existing road rights-of-way.

PARCEL 2:

All of the following described property lying East of Little Road (Pasco County, Florida):

Tracts 7, 8, 9, 12, 13, and 14 and Tracts 25 through 60, inclusive, of the Port Richey Land Company Subdivision of Section 2, Township 26 South, Range 16 East, as shown on the plat recorded in Plat Book 1, pages 60 and 61, of the Public Records of Pasco County, Florida.

LESS AND EXCEPT the East 15.00 feet of the West 30.00 feet of Tracts 29, 32, 41 and 44, Port Richey Land Company Subdivision of Section 2, Township 26 South, Range 16 East, as shown on the plat recorded in Plat Book 1, pages 60 and 61, of the Public Records of Pasco County, Florida. The West boundary lines of said Tracts 29, 32, 41 and 44 being the same as the West boundary line of the Southwest one-quarter (SW 1/4) of said Section 2. The West 15.00 feet of said Tracts 29, 32, 41 and 44 being subject to the original Port Richey Land Company Subdivision road right of way.

LESS AND EXCEPT that portion of said Tract 54 lying Southeasterly of the Pithlachascotee River.

ALSO LESS AND EXCEPT existing road rights-of-way;

ALSO LESS AND EXCEPT that part described in Order of Taking recorded in Official Records Book 3837, page 1145, public records of Pasco County, Florida, and Notice of Appeal of a Non-Final Order recorded in Official Records Book 3847, page 1576, public records of Pasco County, Florida;

ALSO LESS AND EXCEPT that portion of the above describe lands conveyed by Official Records Book 3795, page 1548, of the public records of Pasco County, Florida.

PARCEL 3:

Tracts 5 through 8, inclusive; Tract 13; and Tracts 17 to 32, inclusive, of the Port Richey Land Company Subdivision of Section 11, Township 26 South, Range 16 East, as shown on the plat recorded in Plat Book 1, pages 60 and 61, of the Public Records of Pasco County, Florida.

LESS AND EXCEPT that portion of Tracts 13, 27 and 28, lying Southerly and Easterly of the Pithlachascotee River.

ALSO LESS AND EXCEPT the West 150.00 feet of said Tracts 24, 29 and 30.

ALSO LESS AND EXCEPT existing road rights-of-way.

ALSO LESS AND EXCEPT that portion of the above described lands conveyed by Official Records Book 3795, page 1548, of the public records of Pasco County, Florida.

ALSO LESS AND EXCEPT that part conveyed to DCH West, LLC, a Florida limited liability company by Quit Claim Deed recorded in Official Records Book 7722, page 1022, public records of Pasco County, Florida.

PARCEL 4:

All of the following described property lying West of Little Road (Pasco County, Florida):

Tracts 7, 8, 9, 12, 13, and 14, and Tracts 25 through 60, inclusive, of the Port Richey Land Company Subdivision of Section 2, Township 26 South, Range 16 East, as shown on the plat recorded in Plat Book 1, pages 60 and 61, of the public records of Pasco County, Florida.

LESS AND EXCEPT the East 15.00 feet of the West 30.00 feet of Tracts 29, 32, 41 and 44, Port Richey Land Company Subdivision of Section 2, Township 26 South, Range 16 East, as shown on the plat recorded in Plat Book 1, pages 60 and 61, of the Public Records of Pasco County, Florida. The West boundary lines of said Tracts 29, 32, 41 and 44 being the same as the West boundary line of the Southwest one-quarter (SW 1/4) of said Section 2. The West 15.00 feet of said Tracts 29, 32, 41 and 44 being subject to the original Port Richey Land Company Subdivision road right of way.

LESS AND EXCEPT that portion of said Tract 54 lying East of the Northwesterly mean high water line of the Pithlachascotee River.

ALSO LESS AND EXCEPT existing road rights-of-way;

ALSO LESS AND EXCEPT that portion of the above described lands conveyed in Official Records Book 3795, page 1548, of the public records of Pasco County, Florida.

PARCEL 5:

The West 1/2 of Tract 56 of the Port Richey Land Company Subdivision of Section 3, Township 26 South, Range 16 East, as shown on the plat recorded in Plat Book 1, pages 60 and 61, of the Public Records of Pasco County, Florida.

LESS AND EXCEPT existing road rights-of-way

PARCEL 6:

The Southwest 1/4 of the Northeast 1/4 of Section 10, Township 26 South, Range 16 East, Pasco County, Florida; ALSO Tracts 1 through 4, inclusive, and Tracts 8 through 12, inclusive, of the Port Richey Land Company Subdivision of Section 10, as shown on the plat recorded in Plat Book 1, pages 60 and 61, of the Public Records of Pasco County, Florida.

LESS AND EXCEPT existing road rights-of-way.

ALSO LESS AND EXCEPT a portion of Tract 8 of the plat of Port Richey Land Company Subdivision, as shown on the plat recorded in Plat Book 1, pages 60 and 61, of the Public Records of Pasco County, Florida, along with a portion of the Southwest 1/4 of the Northeast 1/4 of Section 10, Township 26 South, Range 16 East, Pasco County, Florida, pursuant to Order of Taking recorded in Official Records Book 3078, page 38, Public Records of Pasco County, Florida.

PARCEL 7:

The East one-half (E 1/2) of Tract 5, Section 10, Township 26 South, Range 16 East, according to Port Richey Land Company's Map of Townships 24, 25, and 26 South, Range 16 East, as recorded in Plat Book 1, page 61, of the Public Records of Pasco County, Florida.

PARCEL 8:

Tracts 18 through 32, inclusive, of the Port Richey Land Company Subdivision of Section 11, Township 26 South, Range 16 East, as shown on the plat recorded in Plat Book 1, pages 60 and 61, of the Public Records of Pasco County, Florida.

LESS AND EXCEPT that portion of Tracts 13, 27 and 28, lying Southerly and Easterly of the Pithlachascotee River.

ALSO LESS AND EXCEPT the West 150.00 feet of said Tracts 24, 29 and 30.

ALSO LESS AND EXCEPT that portion of the above described lands conveyed by Official Records Book 3795, page 1548, of the Public Records of Pasco County, Florida.

ALSO LESS AND EXCEPT existing road rights-of-way.

PARCEL 9:

All of Tract 9 of Port Richey Land Company Subdivision of Section 2, Township 26 South, Range 16, East, as shown on the plat recorded in Plat Book 1, pages 60 and 61, of the Public Records of Pasco County, Florida, and a portion of Tracts 7, 8, 45, 46, 48, 57, 59 and 60 of said Port Richey Land Company Subdivision of said Section 2; ALSO a portion of Tracts 6, 7, 8 and 13, of said Port Richey Land Company Subdivision of Section 11, Township 26 South, Range 16 East, all being further described as follows:

Commence at the Northwest corner of the Northeast 1/4 of said Section 2; thence along the West boundary line of the Northeast 1/4 of said Section 2, South 00°22'22" West, a distance of 655.35 feet to the Northwest corner of said Tract 7; thence along the North boundary line of said Tract 7, South 89°41'00" East, a distance of 47.90 feet, to the Easterly right-of-way line of Little Road (County Road No. 1) as described in Official Records Book 899, page 213, of the public records of Pasco County, Florida, for a Point of Beginning; thence continue along the North boundary line of said Tract 7, South 89°41'00" East, a distance of 836.13 feet, to the Northerly extension of the East boundary line of said Tract 9; thence along the Northerly extension of the East boundary line of said Tract 9 and the East boundary line of said Tract 9, South 00°12'05" West, a distance of 1320.00 feet to the Southeast corner of said Tract 9, the same being on the North boundary line of the Southeast 1/4 of said Section 2; thence along the North boundary

line of the Southeast 1/4 of said Section 2, North 89°41'03" West, a distance of 59.88 feet; thence South 00°33'39" East, a distance of 1981.16 feet; thence South 03°20'33" East, a distance of 625.60 feet; thence South 00°26'04" West, a distance of 1694.82 feet to the South boundary line of said Tract 13; thence along the South boundary line of said Tract 13, North 89°21'16" West, a distance of 798.01 feet, to the Easterly right-of-way line of said Little Road; thence along the Easterly right-of-way line of said Little Road, the following five courses and distances: North 00°26'04" East, 1665.56 feet; North 03°20'33" West, 618.66 feet; thence North 00°33'39" West, 2012.96 feet; North 00°22'22" East, 783.08 feet; North 02°16'58" East, 537.02 feet, to the Point of Beginning.

LESS AND EXCEPT that portion of said Tract 13 lying Southerly and Easterly of the Northwesterly mean high water line of the Pithlachascotee River.

ALSO LESS AND EXCEPT existing rights-of-way.

ALSO LESS AND EXCEPT that part conveyed to Pasco County, a political subdivision of the State of Florida by Warranty Deed as re-recorded in Official Records Book 986, page 449, public records of Pasco County, Florida.

ALSO LESS AND EXCEPT that part conveyed to Pasco County, a political subdivision of the State of Florida by Fee Simple Deed recorded in Official Records Book 1705, page 406, as corrected by Corrective Fee Simple Deed recorded in Official Records Book 1814, page 1662, public records of Pasco County, Florida.

ALSO LESS AND EXCEPT that part described in Order of Taking recorded in Official Records Book 3837, page 1145, public records of Pasco County, Florida, and Notice of Appeal of a Non-Final Order recorded in Official Records Book 3847, page 1576, public records of Pasco County, Florida.

PARCEL 10:

A portion of Tracts 26, 27, 28, 34, 35, 36, 37, 38 and 39 of Port Richey Land Company Subdivision of Section 2, Township 26 South, Range 16 East, as shown on the plat recorded in Plat Book 1, pages 60 and 61, of the Public Records of Pasco County, Florida; ALSO a portion of Tracts 17, 18, 20, 25, 27 and 28, of said Port Richey Land Company Subdivision of Section 11, Township 26 South, Range 16 East; all being further described as follows:

Commence at the Northeast corner of the Northwest 1/4 of said Section 2; thence along the East boundary line of the Northwest 1/4 of said Section 2, South 00°22'22" West, a distance of 655.35 feet to the Northeast corner of said Tract 28; thence along the North boundary line of said Tract 28, North 89°22'03" West, a distance of 72.16 feet, to the Westerly right-of-way line of Little Road (County Road No. 1) as described in Official Records Book 899, page 213, of the Public Records of Pasco County, Florida, for a Point of Beginning; thence along the Westerly right-of-way line of said Little Road the following five courses and distances: South 02°16'58" West, 535.30 feet; South 00°22'22" West, 786.06 feet; South 00°33'39" East, 2016.86 feet; South 03°20'33" East, 617.62 feet; South 00°26'04" West, 1775.97 feet, to the Northerly right-of-way line of Plathe Road as described in Official Records Book 881, page 144, of the Public Records of Pasco County, Florida; thence along the Northerly right-of-way line of said Plathe Road, the following two courses and distances: 270.43 feet, along the arc of a curve to the left, said curve having a radius of 434.87 feet, a central angle of 35°37'48", and a chord of 266.09 feet, which bears South 64°41'21" West; South 46°52'27" West, 662.84 feet; thence leaving the

Northerly right-of-way line of said Plathe Road, North 00°26'04" East, a distance of 2324.58 feet; thence North 03°20'33" West, a distance of 611.36 feet; thence North 00°33'39" West, a distance of 2040.20 feet; thence North 00°22'22" East, a distance of 803.92 feet; thence North 02°16'58" East, , a distance of 526.56 feet, to the North boundary line of said Tract 28; thence along the North boundary line of said Tract 28, South 89°22'03" East, a distance of 720.30 feet, to the Point of Beginning.

LESS AND EXCEPT existing road rights-of-way.

PARCEL 11:

That portion of Tracts 26, 27 and 28 of Port Richey Land Company Subdivision of Section 11, Township 26 South, Range 16 East, as shown on the plat recorded in Plat Book 1, pages 60 and 61, of the Public Records of Pasco County, Florida, lying South of the Southerly right-of-way line of Plathe Road as described in Official Records Book 881, page 144, of the Public Records of Pasco County, Florida, and West of the Westerly right-of-way line of Little Road (County Road No. 1) as described in Official Records Book 899, page 213, of the public records of Pasco County, Florida.

LESS AND EXCEPT that portion of said Tracts 27 and 28 lying Southerly and Easterly of the Pithlachascotee River.

ALSO LESS AND EXCEPT existing road rights-of-way.