EASEMENT AND SHARED FACILITIES AGREEMENT

This Easement and Shared Facilities Agreement (the "Agreement") is made and entered into this 12 day of September, 2016, by and among WEST HAMPTON HOMEOWNERS' ASSOCIATION, INC., a not-for-profit Florida Corporation, its successors and assigns ("West Hampton"), and SOUTH HAMPTON TOWN HOMES ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assignees ("South Hampton") (sometimes all of the parties individually being referred to as "the Association", and collectively referred to as the "Associations") with reference to the following facts:

- a. West Hampton is the governing body under that certain Declaration of Covenants, Conditions, and Restrictions for West Hampton dated December 10, 2001, and recorded in the Official Records of Hillsborough County, Florida at O.R. Book 11269, beginning at Page 0446, as amended and supplemented from time to time (the "West Hampton Declaration"), encumbering that certain real property described in Exhibit "A" attached to this Agreement (the "West Hampton Subdivision").
- b. South Hampton is the governing body under that certain Declaration of Restrictions for South Hampton Townhomes dated January 15, 2007, and recorded in the Official Records of Hillsborough County, Florida at O.R. Book 17840, beginning at Page 0180, as amended and supplemented from time to time (the "South Hampton Declaration"), encumbering that certain real property described in Exhibit "B" attached to this Agreement (the "South Hampton Subdivision").
- c. West Hampton is the owner of that certain parcel of real property described in Exhibit C attached to this Agreement ("Reptron Blvd"). South Hampton is the owner of that certain parcel of real property being the children's playground area referenced in Exhibit "D" and being legally described and shown on a diagram in Exhibit D-1, both exhibits being attached to

this Agreement (hereinafter referred to as "Tract A" for purposes of this agreement and the exhibits hereto).

In connection with the development of the West Hampton Subdivision, West Hampton LLC (the "West Hampton Developer"), as the developer of the West Hampton Subdivision, deeded certain parcels of real property currently owned by West Hampton, said parcels of real property include but are not limited to Reptron Blvd. At the time when Reptron Blvd. was owned by the West Hampton Developer and was deeded to West Hampton, no shared facilities agreement was entered into between West Hampton and South Hampton.

- d. Subsequent to the recordation of the West Hampton Declaration, the West Hampton Developer entered into a Master Declaration of Covenants, Conditions and Restrictions (the "Master Declaration") for Hampton Master Property Association, Inc. (the "Master Association"), said Master Declaration recorded in the Official Records of Hillsborough County, Florida at Official Records Book 11401, beginning at Page 0164, creating certain obligations for payment to the Master Association by West Hampton and South Hampton. Pursuant to the terms of the Master Declaration, West Hampton and South Hampton were to make payments to the Master Association for maintenance of certain common areas, one of which was that portion of Reptron Blvd. owned by West Hampton, the other of which was a portion of Tract A (see Exhibits D and D-1) owned by South Hampton.
- e. The parties to this Agreement, West Hampton and South Hampton, have determined it to be in their best interests to dissolve the Hampton Master Property Owners Association and to no longer operate under the Master Declaration of Covenants, Conditions and Restrictions for Hampton Master Property Owners Association, Inc.; but to operate under this Shared Facilities Agreement with reference to the operation, maintenance, and management of that

portion of Reptron Blvd. owned by West Hampton, said real property being more fully described in Exhibit "C" attached hereto and that real property owned by South Hampton more fully described as that portion of Tract A of South Hampton that is physically located to the West of Reptron Blvd. and to the North of Streamdale Drive. Currently, a children's recreational area exists on that portion of Tract A that is to be owned, operated and maintained by South Hampton, but the costs and expenses of which shall be shared by both South Hampton and West Hampton. Tract A, for purposes of this Agreement is the children's playground area circled in Exhibit "D" to this Easement and Shared Facilities Agreement. The expenses associated with Reptron Blvd. and all right-of-way easements granted to West Hampton by Reptron Electronics, Inc., pursuant to that Landscaping and Easement Agreement recorded in the Official Records of Hillsborough County, Florida at Official Records Book 10617, beginning at Page 1592, and all right-of-way maintenance and repair expenses associated therewith shall be shared by both West Hampton and South Hampton, except as otherwise referenced in this Agreement. There are also certain areas of the County right-of-way of Reptron Blvd., adjacent to Race Track Road, that are currently being maintained by West Hampton, specifically the Reptron Blvd. median adjacent to Race Track Road and a strip of land to the east of Reptron Blvd., near the south end of Reptron Blvd. and adjacent to Race Track Road, for which no express easement rights have ever been granted by Hillsborough County. Also, there is a well and electric hook-up located on land to the east of Reptron Blvd., the land currently being owned by Geoffrey C. Weber, Trustee of the Race Track Road Land Trust Number 1 Trust Agreement dated December 6, 2000, that is being utilized by West Hampton, for which no easement rights exist. West Hampton shall make best efforts to obtain perpetual easements from Hillsborough County, and Geoffrey C. Weber, Trustee, for continued access to as

well as use and maintenance of the parcels of land. (All being referred to as "Reptron Blvd." in this Agreement and all exhibits hereto."

All costs incurred by West Hampton in attempting to obtain or obtaining the easements shall be considered shared facilities expenses that shall be assessed to the respective Associations by their percentage shares. The West Hampton shared facilities shall also include maintenance of the wetlands and ponds located within both of the platted South Hampton and West Hampton subdivision described and defined by the Southwest Florida Water Management District (SWFWMD) as: Project Name – West Hampton (fka Reptron); permit number 430016780.011.

- f. The parties to this Agreement are entering into this Agreement so that the lot owners of West Hampton and South Hampton shall have access to and use of Reptron Blvd. (Exhibit C). In addition, the parties to this Agreement are entering into this Agreement so that the lot owners in West Hampton and South Hampton will have access to and use of the children's recreation area located on that portion of Tract A. (as identified on attached Exhibits D and D-1).
- g. West Hampton and South Hampton desire to enter into this Agreement in order to (1) allocate West Hampton's and South Hampton's proportionate share of the total costs of maintaining and repairing Reptron Blvd and Tract A, (the "Shared Facilities"); (2) provide for individual and joint obligations of West Hampton and South Hampton with respect to the Shared Facilities; and (3) provide for a system of management of joint obligations and the collection of West Hampton's and South Hampton's percentage share of the total costs of maintaining and repairing the Shared Facilities.

NOW, THEREFORE, in consideration of the promises contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- Recitals. The foregoing recitals are true and correct, and are incorporated in this
 Agreement by this reference.
- Maintenance of Shared Facilities. West Hampton has the primary obligation to 2. maintain Reptron Blvd. in a clean and neat manner, clear from trash and debris, with all landscaping well groomed, all entry features clean and attractive, all street lights in good working order and repair, and all other features fresh, up to date and in good state of maintenance and repair and in compliance with the requirements of the South West Florida Water Management District (SWFWMD), the State of Florida and Hillsborough County, Florida. West Hampton shall also continue to exclusively undertake the maintenance responsibility of the wetlands and ponds located within both of the platted South Hampton and West Hampton subdivisions described and defined by the Southwest Water Management District as: Project Name: West Hampton (fka Reptron); Permit Number 430016780.011. As noted on Exhibit G. South Hampton has the primary obligation to maintain Tract A in a clean and neat manner, clear from trash and debris, with all landscaping and mitigation areas well groomed, all recreational facilities and equipment in good working order and in compliance with the requirements of the South West Florida Water Management District (SWFWMD), the State of Florida and Hillsborough County, Florida. In consideration of the sums to be paid by the Associations to one another, the Associations both agree to maintain their portion of the Shared Facilities in accordance with the standards set forth in this paragraph on behalf of all owners, their members, guests and their respective successors in interest.

Costs of Shared Facilities Maintenance.

a. <u>Determination of Estimated Budget for Reptron Blvd.</u> The Associations hereby acknowledge and agree that they shall be jointly responsible for the total costs of the

maintenance of Reptron Blvd. (West Hampton Improvement Maintenance responsibilities are attached hereto as Exhibit "E") and will make payment in accordance with paragraph 3 of this Agreement. Not later than September 30 of each calendar year, West Hampton shall develop a projected annual budget for Reptron Blvd. for the next calendar year. The elements of the projected annual budget shall include all expenses, including necessary reserves for maintenance and repair of Reptron Blvd. Said elements of expense shall include, but not be limited to those expenses set forth in Exhibit E, attached hereto. West Hampton shall, within such time, deliver a copy of such estimated budget to South Hampton for its review and approval. If no proposed budget is presented by West Hampton to South Hampton by September 30 in any year, the previous year's budget shall be deemed adopted. South Hampton shall approve or disapprove of such budget in writing by providing comments, proposed revisions or written disapprovals on or before October 30 of said calendar year. Then, on or before November 30 of said calendar year, a meeting shall be held between the Associations for the purpose of conducting a budget meeting at which time the proposed budget of West Hampton and the comments of South Hampton shall be discussed. After discussion and revisions to the budget have been made by West Hampton, pursuant to agreement of the parties, the budget shall be approved by West Hampton. The budget shall be approved by West Hampton on or before December 15 of each calendar year. In the event that the budget is not agreed to by South Hampton, the budget for the previous year shall then go into effect for the current year until the parties are able to reach agreement on the proposed, objected to, budget.

If South Hampton fails to deliver any written comments, proposed revisions, or written disapprovals of the proposed budget presented by West Hampton to South Hampton, by on or before October 30 of any year, South Hampton shall be deemed to have approved of the proposed budget initially presented by West Hampton. There will be no need to schedule and conduct a

budget meeting and South Hampton shall make the payments in the manner provided in this Agreement. In all circumstances, West Hampton shall prepare the budget in a commercially reasonable manner.

Associations The Determination of Estimated Budget for Tract A. b. hereby acknowledge and agree that they shall be jointly responsible for the total costs of the maintenance of Tract A (South Hampton Tract A Maintenance Responsibility is attached hereto as Exhibit "F") and will make payment in accordance with paragraph 3 of this Agreement. Not later than September 30 of each calendar year, South Hampton shall develop a projected annual budget for Tract A for the next calendar year. The elements of the projected annual budget shall include all expenses, including necessary reserves for maintenance and repair of Tract A. South Hampton shall, within such time, deliver a copy of such estimated budget to West Hampton for its review and approval. If no proposed budget is presented by South Hampton to West Hampton by September 30 in any year, the previous year's budget shall be deemed adopted. West Hampton shall approve or disapprove of such budget in writing by providing comments, proposed revisions or written disapprovals on or before October 30 of said calendar year. Then, on or before November 30 of said calendar year, a meeting shall be held between the Associations for the purpose of conducting a budget meeting at which time the proposed budget of South Hampton and the comments of West Hampton shall be discussed. After discussion and revisions to the budget have been made by South Hampton, pursuant to agreement of the parties, the budget shall be approved by South Hampton. The budget shall be approved by South Hampton on or before December 15 of each calendar year. In the event that the budget is not agreed to by the Associations, the budget for the previous year shall then go into effect for the current year until the parties are able to reach agreement on the proposed, objected to, budget.

If West Hampton fails to deliver any written comments, proposed revisions, or written disapprovals of the proposed budget presented by South Hampton to West Hampton, by on or before October 30 of any year, West Hampton shall be deemed to have approved of the proposed budget initially presented by South Hampton. There will be no need to schedule and conduct a budget meeting and West Hampton shall make the payments in the manner provided in this Agreement. In all circumstances, South Hampton shall prepare the budget in a commercially reasonable manner.

- c. <u>Billing of Maintenance Costs Reptron Blvd.</u> On or before December 15 of each calendar year, West Hampton shall deliver to South Hampton a copy of the final, approved estimated budget for the next calendar year. South Hampton shall pay to West Hampton 50.28% (the "South Hampton Percentage Share") of the total costs as reflected on such estimated budget for Reptron Blvd on an annual basis during the calendar year to which the total costs are attributable as follows:
- (i) 25% of the South Hampton Percentage Share shall be paid on or before January 1; 25% of the South Hampton Percentage Share shall be paid on or before April 1; 25% of the South Hampton Percentage Share shall be paid on or before July 1; and the final 25% of the South Hampton Percentage Share shall be paid on or before October 1.
- (ii) During the course of the calendar year for which such amounts are attributable, West Hampton shall have the right, in its sole and absolute discretion to use such amounts in payment for the services rendered and expenses associated with repair and maintenance of Reptron Blvd. in accordance with the estimated budget. If, for any reason, a budget shortfall arises due to any unanticipated increase in shared facilities expenses, West Hampton has the right

to issue a supplement to the budget and to assess any increased expenses to the Associations for their respective percentage share of the increased expenses.

- West Hampton shall not be obligated to perform any maintenance (iii) or otherwise incur any costs or expenses beyond any amounts received from South Hampton plus West Hampton's pro rata share of such costs or expenses. In the event there are any funds paid to and held by West Hampton at the end of any calendar year in excess of the actual total costs, then at the discretion of South Hampton, the South Hampton Percentage Share of such excess funds shall either be returned to South Hampton within fifteen (15) days of January 1 following the end of the current calendar year, or the excess funds may be applied as a credit toward the following year's pro-rata share of costs and expenses. West Hampton shall hold all sums received from South Hampton in a separate account, and not comingle the sums received with any other funds of West Hampton. West Hampton will not be obligated to maintain the funds in an interest bearing account, but if they are maintained in an interest bearing account, then each party hereto shall be credited with their respective pro rata share of such interest. Within forty-five (45) days after the start of each calendar year, West Hampton (or Managing Agent as defined below) shall also provide South Hampton with an annual accounting of all receipts and disbursements made during the prior calendar year. Upon reasonable request by South Hampton, and within thirty (30) days of such request, West Hampton shall provide South Hampton with copies of invoices, billing statements or other supporting documentation related to disbursements made by West Hampton.
- (d) <u>Billing of Maintenance Costs Tract A.</u> On or before December 15 of each calendar year, South Hampton shall deliver to West Hampton a copy of the final, approved estimated budget for the next calendar year. West Hampton shall pay to South Hampton 49.72% (the "West Hampton Percentage Share") of the total costs as reflected on such estimated budget

for Tract A on an annual basis during the calendar year to which the total costs are attributable as follows:

- (i) 25% of the West Hampton Percentage Share shall be paid on or before January 1; 25% of the West Hampton Percentage Share shall be paid on or before April 1; 25% of the West Hampton Percentage Share shall be paid on or before July 1; and the final 25% of the West Hampton Percentage Share shall be paid on or before October 1.
- (ii) During the course of the calendar year for which such amounts are attributable, South Hampton shall have the right, in its sole and absolute discretion to use such amounts in payment for the services rendered and expenses associated with repair and maintenance of Tract A, in accordance with the estimated budget. If, for any reason, a budget shortfall arises due to any unanticipated increase in shared facilities expenses, South Hampton has the right to issue a supplement to the budget and to assess any increased expenses to the Associations for their respective percentage share of the increased expenses.
- or otherwise incur any costs or expenses beyond any amounts received from West Hampton plus South Hampton's pro rata share of such costs or expenses. In the event there are any funds paid to and held by South Hampton at the end of any calendar year in excess of the actual total costs, then at the discretion of West Hampton, the West Hampton Percentage Share of such excess funds shall be returned to West Hampton within fifteen (15) days of January 1 following the end of the current calendar year, the excess funds may be applied as a credit toward the following year's prorata share of costs and expenses. South Hampton shall hold all sums received from West Hampton in a separate account, and not comingle the sums received with any other funds of South Hampton. South Hampton will not be obligated to maintain the funds in an interest bearing account, but if

they are maintained in an interest bearing account, then each party hereto shall be credited with their respective pro rata share of such interests. Within forty-five (45) days after the start of each calendar year, South Hampton (or Managing Agent as defined below) shall also provide West Hampton with an annual accounting of all receipts and disbursements made during the prior calendar year. Upon reasonable request by West Hampton, and within thirty (30) days of such request, South Hampton shall provide West Hampton with copies of invoices, billing statements or other supporting documentation related to disbursements made by South Hampton.

- (e) <u>Collection of Costs</u>. In the event that an Association fails or refuses to pay all or any portion of its respective percentage share of the total costs, then the other Association shall have all rights and remedies available at law or in equity. The party who prevails in any action to collect all or any portion of its respective percentage share from the other Association shall be entitled to a recovery of its reasonable attorney's fees and costs incurred incident to the collection process, inclusive of appellate attorneys' fees and costs.
- 4. <u>Delegation by West Hampton or South Hampton</u>. West Hampton and South Hampton shall have the right, in its sole and absolute discretion, to delegate all of its managerial responsibilities and obligations under this Agreement to a professional management entity (a "Managing Agent"), which Managing Agent shall perform all managerial obligations and responsibilities in accordance with the terms of this paragraph. If such Managing Agent is a professional management entity, then such Managing Agent shall be entitled to a reasonable fee for its services, which fee shall be included as an expense and shall be included within the estimated budget prepared for the Shared Facilities by South Hampton and West Hampton, respectively. Nothing in this paragraph shall relieve either Association of their respective

obligations and responsibilities under this Agreement, including its obligation to pay its share of the total costs of the Shared Facilities.

Easements over Reptron Blvd. As of the date of this Agreement, West Hampton is 5. the fee simple owner and grantee of easement rights of Reptron Blvd. By execution of this Agreement, West Hampton hereby grants to South Hampton and each of its members, and their respective successors and assigns, perpetual, nonexclusive easements burdening Reptron Blvd and benefiting the South Hampton Subdivision. Such easements shall include ingress and egress rights over Reptron Blvd as is necessary for access to the South Hampton Subdivision by South Hampton members, including without limitation, their tenants, legal occupants, agents, patrons, business invitees, guests and family members. Any improvements made by South Hampton within Reptron Blvd shall be the sole maintenance responsibility of South Hampton with respect to any improvements constructed thereon by them for the benefit of the South Hampton Subdivision. Those improvements made by South Hampton which are the sole maintenance responsibility of South Hampton are fully described in Exhibit H. Those improvements made by South Hampton which are the shared maintenance responsibility of both West Hampton and South Hampton are fully described in Exhibit F. Attached hereto as Exhibit G is a color coded diagram of those areas within Reptron Blvd. that are the sole maintenance responsibility of West Hampton and South Hampton in addition to those shared maintenance obligations described in Exhibits E and F, respectively.

In the event any damage is caused to Reptron Blvd. or Tract A as a result of the negligence, gross negligence or intentional action by West Hampton or South Hampton, or their respective lot owners, tenants, family members, guests, legal occupants, agents, patrons, business invitees or any other person associated with West Hampton or South Hampton, during or subsequent to

construction activities being performed by any of the parties to this Agreement, the Association or the Association related party that causes the damage, or the Association or the Association related party for whom the activity was being performed, shall be solely responsible for repair of all damage caused to Reptron Blvd. The Association shall also be responsible to pay for repair of any damage caused by an Association related partythat is responsible for repair of the damage to Reptron Blvd. or Tract A shall have thirty (30) days to make the needed repairs to return Reptron Blvd. or Tract A to its original condition. The thirty (30) day period begins to run on the date written notice is sent by West Hampton or South Hampton or the Managing Agent of either that the damage needs to be repaired. In the event the damage is not repaired within thirty (30) days of the notice being sent, West Hampton, South Hampton or the Managing Agent of that Association shall have the right to make the necessary repairs at the expense of the responsible Association or party. All costs incurred that are associated with making repairs due to damage caused by a party and any collection costs, attorneys' fees and management fees shall be paid by the responsible Association or party.

Mutual Release. The parties to this Shared Facilities Agreement hereby agree to indemnify and hold each other harmless for any claims asserted against either party by any third-party resulting from any negligence, gross negligence, intentional act, criminal act, or otherwise that is committed by either the West Hampton owners or the South Hampton owners or any other person associated with either South Hampton or West Hampton as well as any tenant, guest or invitee of a resident owner of either West Hampton or South Hampton, which results in any claim, demand, action or cause of action of any kind or nature whatsoever that is asserted against either of the Associations, with regard to both Reprton Blvd. and Tract A. South Hampton and West Hampton agree to indemnify and hold each other harmless from any and all losses, damages,

judgments, injuries, expenses, costs, charges, payments, defense costs, penalties, interests, punitive damages, attorneys' fees, and all other liabilities, losses, damages of any kind whatsoever, whether known or unknown at the present time, arising out of, resulting or to result from, or otherwise relating to any liability arising as a result of any act, action, condition or occurrence occurring in any of the shared facilities resulting from the acts or omissions of the West Hampton owners or the South Hampton owners or any of their tenants, guests, invitees or any other party related thereto. The Association seeking indemnification shall provide immediate notice to the other party upon receipt of notice of a claim or action being filed, so that the responding Association has adequate time to notify its insurance carrier and provide for defense.

6. Easement over Tract A. As of the date of this Agreement, South Hampton is the fee simple owner of Tract A, including the children's playground located thereon. By execution of this Agreement, South Hampton hereby grants West Hampton and each of its members, and their respective successors and assigns, perpetual, nonexclusive easements for use and enjoyment of Tract A, subject to all reasonable rules and regulations for use of Tract A, adopted by South Hampton which shall be equally applicable to all members of both South Hampton and West Hampton. South Hampton shall have the exclusive responsibility for the construction, installation, maintenance and repair of the children's playground located on Tract A. However, the costs associated with the construction, installation, maintenance and repair of the children's playground shall be included as a part of the total costs. Those improvements made by South Hampton upon the children's playground shall be the sole maintenance responsibility of South Hampton with respect to any improvements constructed thereon by them for their respective property. In the event any damage is caused to the children's playground as a result of the negligence, gross negligence or intentional action of South Hampton or West Hampton or their respective lot owners,

and the lot owner's tenants, family members, guests, legal occupants, agents, patrons, business invitees, or other person associated with South Hampton or West Hampton, after the initial construction of the children's playground, the Association or party that caused the damage shall be solely responsible for repair of all damage caused to the children's playground. The Association or party that is responsible for repair of the damage to the children's playground shall have thirty (30) days to make the needed repairs to return the children's playground to its original condition. The thirty (30) day period begins to run on the date written notice is sent by South Hampton or by the Managing Agent that the damage needs to be repaired. In the event that the damage is not repaired within the thirty (30) day period of the notice being sent, South Hampton or its managing agent shall have the right to make the necessary repairs at the expense of the responsible Association or Party. If said damage is caused by West Hampton or its owners, tenants, family members, guests, legal occupants, agents, patrons business invitees or other person associated with West Hampton as described above in this paragraph, any management fees, attorney fees or other costs incurred by South Hampton, associated with making repairs and collecting such expenses from West Hampton shall be paid by West Hampton.

The Associations both agree that Tract A shall not be developed into residential lots or into a multi-family development or otherwise be developed by South Hampton its successors, assigns or by any other party, and that all efforts will be made to continue to maintain a children's playground, in a similar nature to its current use, within Tract A. In the event the use of or improvements located on Tract A are modified or changed to some other type of recreational facility or Tract A is developed into anything other than a children's recreation area, West Hampton shall have the right to review the contract and proposed change of use and to determine if West Hampton will participate in expenses associated with the changed use. The Associations

agree that any changed recreational facilities, if agreed to by the Associations, will be similar in size and occupy the same general area as the current children's playground that is in place as of the date of this agreement. If West Hampton agrees to the changed use, such agreement must be by written addendum to this Contract. The associations shall enter into a supplemental agreement for payment of costs associated with the maintenance of the new use and to any improvements to Tract A. If there are to be any material changes to the children's playground, South Hampton shall communicate with West Hampton regarding said proposed changes. A committee shall be formed to select and agree upon any proposed changes to the shared facilities improvements associated with the children's playground located within Tract A which is the maintenance obligation of South Hampton. The committee shall be made up of four (4) members, two (2) from each Association, and such members must be owners in their respective Associations. The committee members shall be appointed or removed by vote of the respective Association. As South Hampton is ultimately responsible for maintenance of Tract A and the children's playground located therein and the shared facilities associated therewith, South Hampton shall have the tie-breaking vote on selection of any of the proposed and selected changes and modifications. Any changes or modifications shall be reasonable, and shall take into consideration any increased or decreased expenses of repair, maintenance and replacement of the alterations and changes and shall be conducted in a commercially reasonable manner.

7. If there are to be any aesthetic modifications or changes to any of the entryway features that are a part of the shared facilities maintenance obligations within Reptron Blvd., including entryway signage, entryway features, landscaping, irrigation, lighting, inclusive of street lighting, or if there are to be any other material changes to the appearance of Reptron Blvd. and the shared facilities associated therewith, including but not limited to the addition of a traffic signal

at the intersection of Reptron Blvd. with Race Track Road; or any other modification or changes that cause any significant increase in the expenses associated with the maintenance of the Reptron Blvd. shared facilities, West Hampton shall communicate with South Hampton regarding said proposed changes. The committee described in Paragraph 6 herein shall select and agree upon any proposed changes to the shared facilities improvements associated with Reptron Blvd. which is the maintenance obligation of West Hampton. As West Hampton is ultimately responsibility for maintenance of Reptron Blvd. and the shared facilities associated therewith, West Hampton shall have the tie-breaking vote on selection of any of the proposed and selected changes and modifications. Any changes or modifications shall be reasonable, and shall take into consideration any increased or decreased expenses of repair, maintenance and replacement of the alterations and changes and shall be conducted in a commercially reasonable manner. The members who are to serve on the committee shall be selected by the respective Boards of the Associations.

- 8. Insurance. The parties to this Agreement shall each obtain and maintain general liability insurance providing general liability coverage for their respective parcels of real property described in Exhibits C and D to this Easement and Shared Facilities Agreement. The liability limit of coverage for each party shall be One Million Dollars per occurrence / Two Million Dollars in the aggregate. The parties shall provide proof of such insurance to the other party, upon written request, within 10 days from the date of the request. The parties shall also include coverage under said insurance for those improvements described in Exhibits F and G and H to this Agreement.
- 9. <u>Dispute Resolution.</u> In the event that any dispute arises with respect to the terms and provisions of this Agreement, the Associations shall attempt to resolve such dispute by meeting and conferring and voting on the resolution of such dispute. Each Association shall have

the right to appoint, from time to time, one representative of such Association to act on behalf of and, bind such Association in connection with all decisions to be made, acts to be taken and disputes to be resolved pursuant to this Agreement. Each Association shall notify the other Association, or the Managing Agent, as the case may be, in writing of such Association's authorized representative. In the event that any dispute arises with respect to the terms and provisions of this Agreement, which cannot be resolved by the Associations, then each Association shall be entitled to all rights and remedies available to it at law or in equity, and the prevailing party shall be entitled, in addition to any other award granted by a Court of competent jurisdiction, reasonable attorneys' fees and costs, including, without limitation, the costs of any paralegals or legal assistants, bankruptcy action or appeals. Prior to initiating any litigation, the parties must first offer pre-suit mediation to the other and adhere to the procedures established in Fla.Stat. §720.311 relating to a demand for pre-suit mediation and agreement to participate therein, as said Florida Statute may be amended from time to time.

10. <u>Miscellaneous Provisions</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with venue and jurisdiction in the County of Hillsborough. This Agreement shall constitute the entire Agreement of the parties to this Agreement with respect to the Shared Facilities and all other prior Agreements, understandings, and representations of the parties, whether oral or written, are hereby superseded and have no further force or effect. This Agreement may be modified only by a written instrument signed by both Associations or their respective successors or assigns. The terms and provisions of this Agreement shall constitute covenants running with the real property that comprise the West Hampton Subdivision and South Hampton Subdivision, Reptron Blvd. and Tract A, and the terms and provisions contained in this Agreement shall be binding upon and shall be to the benefit of the

respective successors and assigns of the parties to this Agreement. This Agreement may be executed in two (2) or more counterparts, which, when taken together, shall constitute one (1) and the same original instrument. This Agreement shall be recorded in the Official Records of Hillsborough County, Florida.

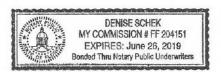
11. Cooperation. The parties to this Agreement agree to keep the other informed of any matters that materially affect the respective rights and obligations of the parties hereunder, and at all times, the parties will reasonably cooperate with each other to carry out the purpose of this Agreement. In all circumstances, the parties shall carry out and perform their respective obligations in a commercially reasonable manner.

12. This Easement and Shared Facilities Agreement shall run with and bind the land, and shall inure to the benefit of and be enforceable by both Associations, or the Owner of any Lot subject to the Declarations of either Association, and their successors and assigns, for a term of ten (10) years from the date this Agreement is recorded, after which time said Agreement shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the Associations has been recorded, agreeing to change or terminate this Agreement, in whole or in part.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

> WEST HAMPTON HOMEOWNERS' ASSOCIATION, INC.

Print Name Man of Mall
Witness SHALON M. RITCH Print Name 1 11 (2)
Witness Print Name DENISE SCHEK MY COMMISSION # FF 204151 EXPIRES: June 26, 2019 Bonded Thru Notary Public Underwriters
STATE OF FLORIDA COUNTY OF HILLSBORDUGH
SWORN TO AND SUBSCRIBED before me this 12 day of SEPTEMBER 2016, by James MSTEFAN SR, as President of West Hampton Homeowners' Association Inc., on behalf of the corporation. He she is personally known to me or has produced as identification and did (did not) take an oath. Notary Public
STATE OF FLORIDA COUNTY OF HIS BOROVE H
SWORN TO AND SUBSCRIBED before me this 12 day of September 2016, by Matthew Honer, as Secretary of West Hampton Homeowners' Association, Inc., on behalf of the corporation. He/she is personally known to me or has produced as identification and did (did not) take an oath. Notary Public



	SOUTH HAMPTON TOWN HOMES ASSOCIATION, INC.
Witness Character Characte	By: KULT PALVE
Print Name Morar M. Retal Witness	KYLET. EAKIN, President
Print Name	Highth use Tribules
Witness T. EAU Print Name	lizabeth Susanthibules, Secretary
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Print Name	
STATE OF FLORIDA COUNTY OF HILSBOROUGH	
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DENISE SCHEK MY COMMISSION # FF 204151 EXPIRES: June 26, 2019 Bonded Thru Notery Public Underwriters	Notary Public
COUNTY OF HILLS BOROUGH	
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1	Notary Public



	ASSOCIATION, INC.
Witness	By: KILL FLAND
James M . Stefan, SR	KILET. EAKIN, President
Print Name	
Witness	
MATTHEW HONER	
Print Name	Man al Dotal
	Splaron M. Kitan
Witness	SHARON M. RITCH, Secretary
JAMES M. STEFAN SR.	
Print Name	
Matter Amer	
Witness	
MATTHAN HONER	
Print Name	
CT CT CT CT CT CT CT CT	
STATE OF FLORIDA COUNTY OF HILLS BOIZOUGH	
SWORN TO AND SUBSCRIBE. 2016, by Sharon Ritch, as S Association, Inc. He she is personally known as identification and did (did not) take an or	oath. 355
T AND PENECOCIEV	Notary Public
DENISE SCHEK MY COMMISSION # FF 204151 EXPIRES: June 26, 2019 Bonded Thru Notary Public Underwriters	

HAMPTON MASTER PROPERTY OWNERS

Exhibit A West Hampton Subdivision

Exhibit B South Hampton Subdivision

Exhibit C Reptron Blvd.

Exhibit D Tract A

Exhibit D-1 Children's Playground Legal Description

Exhibit E Reptron Blvd. Expense Items

Exhibit F South Hampton Exclusive Improvements Maintained by South Hampton

PRINT

PLAT BOOK

19

PAGE

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tabbles.

NOTABLE PHOLO: ACKNOWLEDGEMENT: NOTABLE BANGLE THE FORECOING INSTRUMENT WAS ACKNOWLEDGED BEFORE HE THIS $\frac{2}{2}$ DAY OF OCTOBER, 2001, BY ANDREW J. LYNN AS PRESIDENT OF ANDIOD, INC., A FLORIDA CORPORATION, AS MEMBER OF AND ON BEHALF OF WEST HALPFOR, LLC., HE [Y] IS PERSONALLY KNOWN TO HE OR [] HAS PRODUCED A DRIVERS UCENSE AS DEPARTHEATION. ACKNOWLEDGEMENT: BY: HAMPTON PARK, LLC, A FLORIDA LIMITED LIABILITY COMPANY MEMBER ANDREW J. LYNN. Prosident / Supra SUBDIVIDER/PEDICATION:

THE UNDERSHED AS OWNER, MORTSWEEL OF OTHER PERSON, CORPORATION OF ENTITY HAVING A RECORD INTEREST OF THE LANDS
THEREN DESCRIBER MICH VIEL TO BE SUBDIVIDED AND PLATTED INTO THE SUBDIVISION OF "MEST HAVIFTON" HEREBY DEBICATE THIS
PLAT FOR RECORD. BY: ANDICO, INC., A FLORIDA CORPORATION A FLORIDA LIMITED LIABILITY COMPANY RIGHT-OF-WAY FOR REPTRON BOULEVARD, STANWYCK CRCLE, FRAUNGHAM COURT, MILINGTON DRIVE, CASTLEMAINE DRIVE, AND UNCOLNSHIRE COURT, TOZETHER WITH PARCELS A. B. C. D. E. AND F (RETENTION POWES), COMMON AREA PARCELS H. I. J. K. L. M. N. AND D. AND ALL DRAINAGE EXPEMENTS. MELTICAD HITCHON AREAS AND UPLAND PRESERVATION AREAS SHOWN HEREON ARE HEREBY DEDICATED TO THE MEST HAMPTON HOMEOWNERS ASSOCIATION FOR OWNERSHIP AND MAINTENAINCE, SUBJECT TO ANY AND WEST HAMPTON, LLC. pump staticn parcel G shown on this plat is hereby dedicated to Hillsborough county for public use. Furthernore, All utility eastwents shown hereon are hereby dedicated for public use. OSS PUZZÍNELO JÁMBER TISECTIONS 6 AND 7, TOWNSHIP 28 SOUTH RANGE 17 EAST, HILLSBORDUCH SOWNTY, FLORIDA Northey Popula LINDA BUER Nothin Pursus HUDA BURR COMMISSION EXPIRES SEAL SERIAL NUMBER COMMISSION EXPIRES SERIAL NUMBER (CC 963 863 Linda Burr Gennischu 8 CC 943 853 Enjew Jan 11, 2003 Stade In. 2003 Marie Besting Go. (ac CC 983863 1-11-05 MANGE ASSISTANT OF PRESIDENT - HUNTINGTON NATIONAL BANK - FIRST WORTGAGEE SCH CHUDA BUER I, THE UNDERSONED SUPEYOR, HERENY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION;
THAT PERMANENT REFERENCE MONUMENTS (P.R.M.S.) HAVE BEEN SET AS INDICATED, AND THAT PERMANENT CONTROL POINTS
(P.C.P.S.), ALL LOT COMPETES, DIVIN'S OF INTERSCENTION AND CHANGES OF DIRECTION SHALL BE SET WITHIN ONE YEAR OF RECORDING AND THAT SAID PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES SURVEYOR'S CERTIFICATE: GEOFFREY C. WEBER, JAUSTEE COUNTY SURVEYING DIVISION, REAL ESTATE DEPARTMENT, HILLSBOROUGH COUNTY THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH FLORIDA STATUTES, SECTION 177.081 FOR CHAPTER CONFORMITY.
THE GEOMETRIC DATA HIS NOT BEEN VERBIED. PLAT APPROVAL: THE NOTARY PUBLIC THE FOREGONG INSTRUMENT WAS ACKNOWEDGED BEFORE WE THIS $\frac{1}{2}$ ON OF OCTOBER, 2001, BY GEOFFREY C. WEBER, TRUSTEE OF RACEIRACK ROAD LAND TRUST NO. 1, ON BEHALF OF THE TRUST, HE [$\sqrt{}$ IS PERSONALLY KNOWN TO ME OR [] HAS PRODUCED A DRIVERS LICENSE AS IDENTIFICATION ACKNOWLEDGEMENT: RACE TRACK ROAD LAND TRUST NO. 1 - TRUS TITLE NOTACY PRINT A. Geraldi Perry SIGN Jo. Blenddi Perry NOTARY PUBLIC: THE FORECOING INSTRUMENT WAS ACKNOWLEDGED BEFORE WE THIS $20^{\frac{1}{12}}$ Day of october, 2001, By mark wasty as assistant agg presonation, in hithocon national bank, a ohio corporation, on behalf of the corporation. She $[\times]$ is personally known to me or [-] has produced a drivers license as dentification. ACKNOWLEDGEMENT: COUNTY OF HILLSBOROUGH, STATE OF FLORIDA "LORIDA PROFESSIONAL SURVEYOR & MAPPER, LICENSE #5468 WALTER C. SHERRILL, JR. A Huseling PSM #4803 SEAL COMMISSION EXPIRES SERIAL NUMBER CL 983863 COMMISSION EXPIRES DIA 19/02 SERIAL NUMBER ANTONNETTE GERMALINATION ANTONNETTE GERMALINATION OF CHAPTER OF CHAPTER OF THE OFFICE OF THE CHAPTER OF THE CHA Comment of C 98263

Comment of C 98263

Expression 10, 10, 20

Sealed The 1-11-05 EXHIBIT

BROOKS AND AMBREM, INC. 2008 RUCCEMICO AMENUE, BRANDON, FLORIDA 33510 (813) 653-1879

BROOKS AND AMADEN, INC.

(LB \$5221)

Š.

WEST HAMPTON

PLAT BOOK

PAGE 71-2

- SECTIONS 6 AND 7, TOWNSHIP 28 SOUTH RANGE 17 EAST, HILLSBORDUCH COUNTY FLORIDA

TRACT CONTAINS 150.24 ACRES, MORE OR LESS

A PARCEL OF LAND LYING IN SECTIONS 6 AND 7, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; RUN THENCE SOUTH 003843" WEST, ALONG THE WEST BOUNDARY OF AND SECTION 6; TYPECOS SOUTH 012746" WEST, 1973 HELT, THENCE SOUTH 012745" WEST 01274 HELT, THENCE SOUTH 012745" WEST 10 A POINT OF REVERSE CHRYNITHEE, THENCE SOUTH 012747 WHO A CHORD OF 293.71 TELT WHICH BEARS SOUTH 012745" WEST 10 A POINT OF REVERSE CHRYNITHEE, THENCE SOUTH 012745" WEST 10 A POINT OF REVERSE CHRYNITHEE, THENCE SOUTH 012746" WEST 10 A POINT OF REVERSE CHRYNITHEE, THENCE SOUTH 012745" WEST 10 A POINT OF REVERSE CHRYNITHEE, THENCE SOUTH 012745" WEST 10 A POINT OF REVERSE CHRYNITHEE, THENCE SOUTH 012745" WEST 10 THE POINT OF REVERSE CHRYNITHEE, THENCE SOUTH 012745" WEST 10 THE POINT OF REVERSE CHRYNITHEE, THENCE SOUTH 012745" WEST 10 THE POINT OF REVERSE CHRYNITHEE, THENCE SOUTH 012745" WEST 10 THE POINT OF REVERSE CHRYNITHEE, THENCE SOUTH 012745" WEST 10 THE POINT OF REVERSE CHRYNITHEE, THENCE SOUTH 012745" WEST 10 THE POINT OF REVERSE CHRYNITHEE, THENCE SOUTH 012745" WEST 10 THE POINT OF T TRACT CONTAINS 1.36 ACRES, MORE OR LESS.

- X-Y COORDINATES SHOWN HEREIN ARE IN FEIT AND REFER TO THE FLORIDA COORDINATE SYSTEM (NEST ZONE, MORTH AMERICAN DATIM OF 1913, ADJUSTED 1990). COORDINATES HAVE EXECUTED HER ON A MANMAN OF THRIO GREEF ACCIDANCY AND ARE SUPPLICAENTAL DATA ONLY. ORIGINATING COORDINATES. HILLSDOROUGH COUNTY CORTIOL STATIONS OWNEYS AND DOINES A SUBDIVISION PLATS BY NO JEANS REPRESANT A DIFFERMATION OF WHETHER PROPERTIES WILL OR WILL NOT FLOOD. LAND WITHIN THE BOUNDAMES OF THIS PLAT LAND YEAR ANY HOT BE SERVEDT TO FLOODING. THE HILLSHOROUGH COUNTY BUILDING DEPARTMENT HAS INFORMATION REGARDING FLOODING AND RESTRICTIONS FOR DEPARTMENT.
- NOTICE: THIS FLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLIAVIED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF HILLSBORDUGH COUNTY.
- DRANAGE EASEMENT DISCLOSING STATEMENT: DRANAGE EASEMENTS SHALL NOT CONTAIN PERMANENT IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO SIDEMALKS DRIVEMANTS, METRINGUS SUBFACES, PATIOS, DECKS, PROCKS, AR CONDITIONERS, STRUCTURES, UTILITY SHEDS, PROLES, STRUCKES, STHEMALES NOSTEMS, TREES, SHRUBS, HEDGES, AND LANDSCAPING PLANTS OTHER THAN GRASS, EXCEPT AS APPROVED BY THE COUNTY ADMINISTRATOR.
- "THE WEILAND CONSERVATION AREA SHALL BE RETAINED BY A NATURAL STATE PURSUANT TO HILLSBROUGH COUNTY, FL. LAND DENELOPMENT COOK (LDD), AS ALBEADED: THE HILLSBROUGH COUNTY ENVIRONMENTAL PROTECTION ACT, CHAPTER 84-446; AND CHAPTER 1-416, RULES OF THE HILLSBROOKED COUNTY ENVIRONMENTAL PROTECTION COMMISSION. IN ADDITION, A 50 PCD1 SET-BACK FROM THE WEILAND CONSERVATION AREA IS REQUIRED AND SHALL CONFORM TO THE PROVISIONS STRULATED WITHIN THE LAND DEVELOPMENT CODE.
- NOTHING SHALL BE PLACED OR CONSTRUCTED, PERMANENTLY OR TEMPORARLY, ON, IN, OR OVER THE 15 FOOT MIDE SANITARY SEWER UTILITY EASSMENT BETWEEN LOTS 4 AND 5, BLOCK B.

BOARD OF COUNTY COMMISSIONERS:

THIS PLAT HAS BEEN APPROVED FOR RECORDATION.

CLERK OF CIRCUIT COURT:

OF THE PUBLIC RECORDS OF HILLSBOROUGH DAY OF

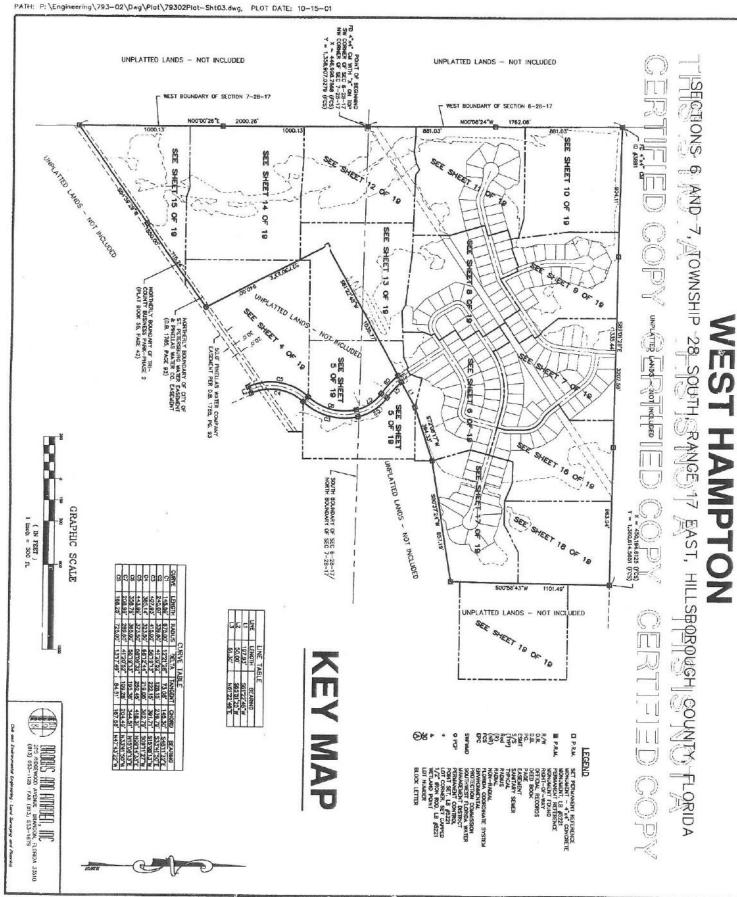
BY RICHARD AKE

CLERK FILE NUMBER 200/357342 THS 6+4 DAY OF NOVEMBER

TIME 2:15 PM NUMBER 2001357342

BROWNS AND AMADEM, INC. 205 BIOGENIUS AKENE BRANCON, FLORENA 32510 (813) 653-1124 FAX (813) 653-1674

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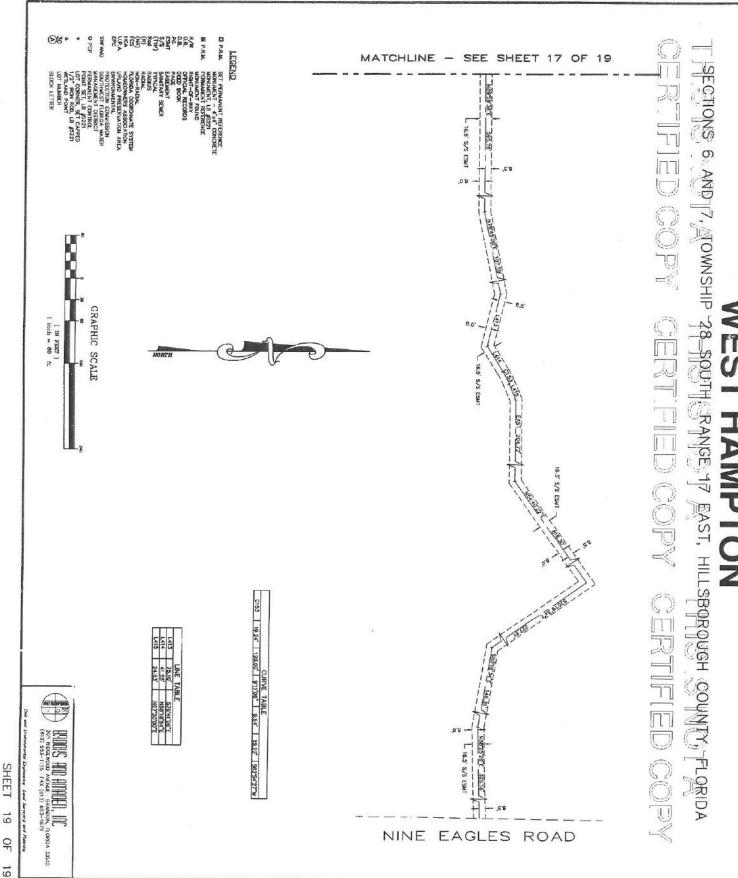
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PLAT BOOK

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PAGE 71-15



PLAT BOOK

PAGE

SHEET 19 유

South Hampton

SECTIONS 6 and 7, TOWNSHIP 28 SOUTH, RANGE 17 EAST

DESCRIPTION - PARCED 19

In percel of land lying in Sections 8 and 7. Tevnahly 23 South, Range 17 Seat, 1993 (1995) (1997) (1

DESCRIPTION - PARCEL 2:

A parcel of land lying in Sections 4 and 7, Township 20 Souths, Range 17 Saxt, Hillsborough County, Florida, being more particularly described as follows: for a CMIR of SEGMIRIC commission at the Southstant corner of Septem Sentered to very large of the Southstant corner of Septem Sentered to very large of the Section of Septem Sentered to the Setting of Section 11 the Section 12 Se

All containing 75,73 acres, more or less,

SURVEYOR'S CERTIFICATE

i. the undersigned surveyor, hereby certify that this Platted Stewarts representation of the shade being undersided that this under my direction and supervision. Not this past complies requirements of Chapter 177, Part 1170 (14) Statutes, and the Land Development Code; that Prij's Land Developme tsion is a was prepared

8th day of November, 1006,

Base Track Sevial Life, a Borda, limited histility company. Company is the fee comple several of all saids referred to as South historical can described more hilly brids to keep a several to the part of this past of the pa

784CT "" as shown heren is not decided to the public but reserved unto and will be maintained by the owner; it successors and sangen, for the benefit of the Let Commer of Touth Hampton and extenditions, and as flarges and agrees to said from their respective for which this invitation, and as improve an agreem to subsequently correspond to the Homeourness association to spacetae instrument.

Owner herby risdicates to Hillshyrouth Comby and all providers of emergency, mail, semiclating, operannessia, and other similar services, an essement over FACT, A, as above hereon for ingress and agrees to perform their difficial duties and

Suce Track State, LLC Ross A. Puzziffello H. 4-30-07

Notary Public, State of Firster at Large (The Law) 1-4

A District of the second of th

Caraonally appeared before me, the materagned estinetty, Andrew J. Iyran. President of ladding, then, who has is identified himself to me in the prices in and who assessed the foregoing instruments and who accordingled that thereof to be that free act and deed as a duly authorized agent, for the purpose herein appeared.

tabbles

CHRISTOPHER A SHORMINE 4-30-07 4-30-07

Perroundly appeared before me, the undersigned subperly Ross A. Puzzikillio, Jr. as Chief Departing Officer of Ross Frank Schith, LLG. a Forded, Birthed in Inhibit company, who has identified binned to me as the person described in said who assessed the foreigning inducement; and who admiroifeded the seasonton thereof to be the free and and deed as a duly authorized agent, for the uses and purposes herrin expressed.

I hereby cordify that this embeliesion plat complies in form with the of Chapture 17, Part I of the Ejeride Statutes, and has been filled for plat Ecok Page On Page On the Public Records of Hillsberick Fording

CLERK OF THE CHCUT COURT
COUNTY OF HILLSBOROUGH
STATE OF FLORIDA

This plat has been approved for recordation BOARD OF COUNTY COMMISSIONERS

The second

2000

Where my hand and official seal on this 10 day of Adril Charles (CO.) 7007

1st MORTGAGEE

Marin 70.50 The Huntington National Bank 11111 Sulor

Manghera Whise Hary Poor Water Dis \$1407 Print Name Date 5/4/07

ACKNOWLEDGMENT

Penemally appeared before me the undersigned authority, Marie Nugy, as vice President of the Hundington Melicani Back, and a statement beneal to me as the person described in and who accepted the longitud instituted back by person described in and who accepted the longitud instituted dead of the person of the

peal on this ____ Bay of . MORDA A. BUTTO
Hemry Public, State of Onlo
fry Commission Express
Bestsmarker 25, 1910

WETLAND CONS. The Western State of Construction of Constructio

NOTICE:

This plat, as recorded in its graphic form, is the official depiction of the subsidied hands described hands about the not well in no obscumitance to we supplicated in subsidied the public of the plat. There are be additional controlled but see not recorded on this plat that may be found in the public records of this county.

HILLSBOROUGH COUNTY, FLORIDA

DEPLY TO SEE THE SEE T

PLAT BOOK 14

and Lord Type FODY & COM CARRECTURES A Supervision Charge place A Supervasion 4/20)

Print Name 12 Set 4-30-07

EXHIBIT

ACKNOWLEDGMENT

Owner harby grants to all providenz of street lights, telephone utilities, electric utilities, so alle steed to yourse, and other public utilities, as selected by Owners and to all Lot Owners of "Soulh Mamplon", a hono-exclusive seatment for utility purposes and socies over PMAT 'A' as shorn hereon and over the areas marked as utilities estimated as shown hereon.

But Con

ACKNOWLEDGMENT

MICONSTANT TOTAL

REVIEWING AGENCY SURVEYOR'S CERTIFICATE

This To day of THANK 2007 Time Comek File No. 2007 7 1285 500

MARO. H

6 or

PLAT APPROVAL. This plat has been reviewed in socordance with Florida Statutes, Section 177.08; for Chapter conformity. The commetric data has not been werlited.

Seriesed By Control Surveyor and Mapper, Lessus No. 4290 County Surveying Deletics, Seal Studie Department, Hilbstrough County, Eiricka, Hilbstrough County, Eiricka,

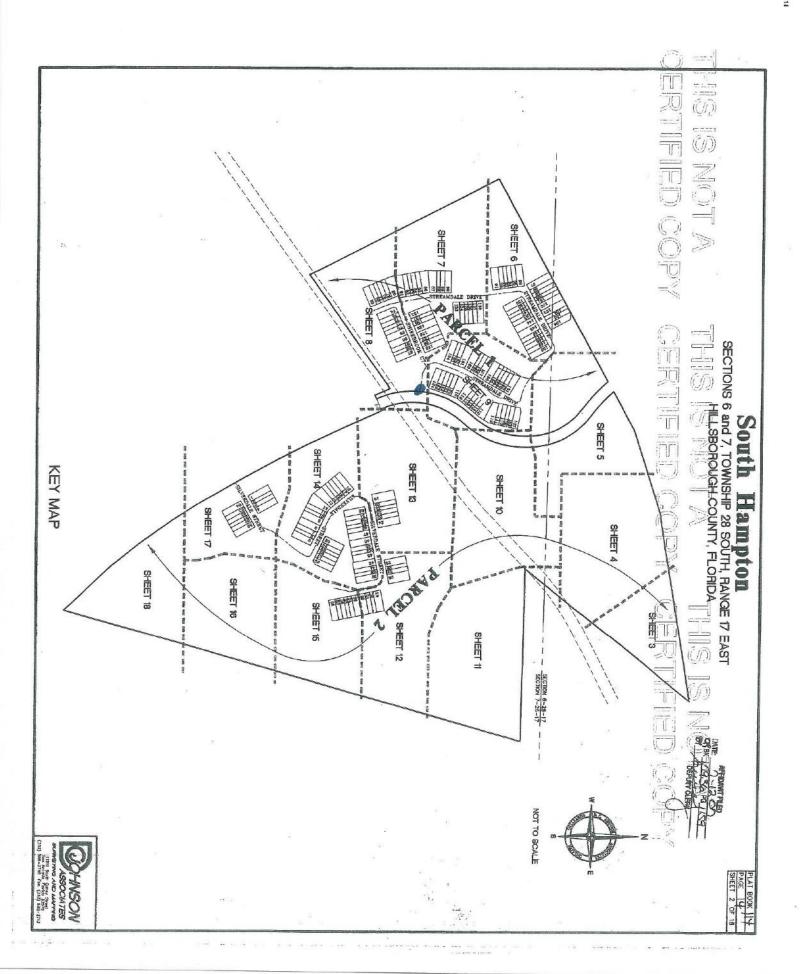
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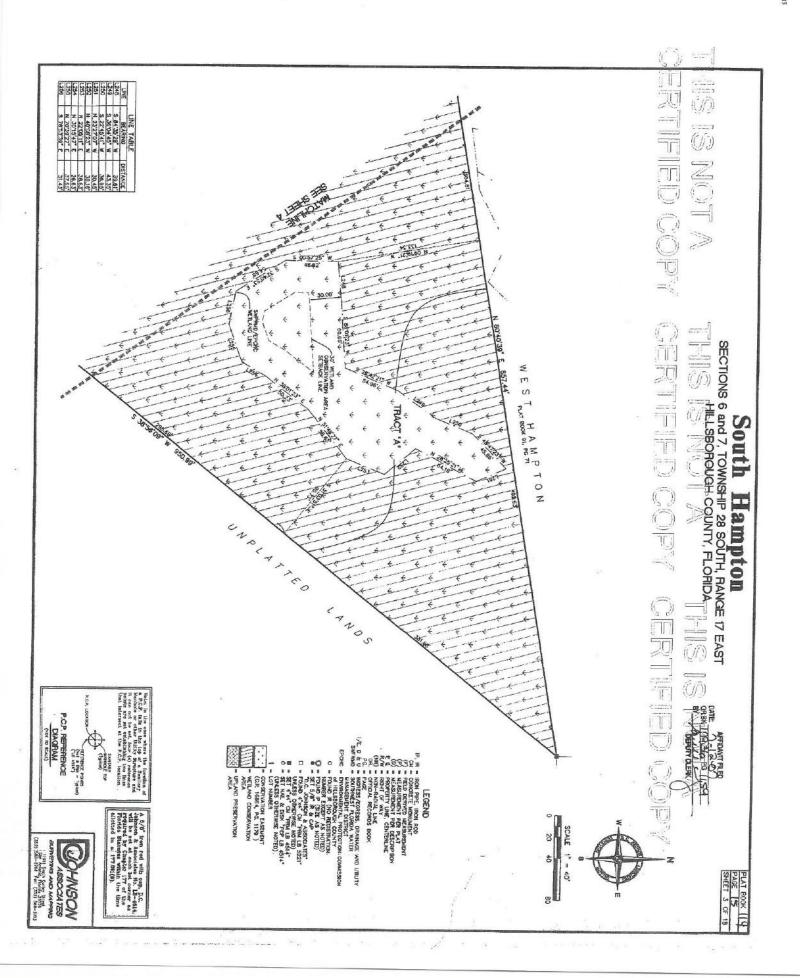
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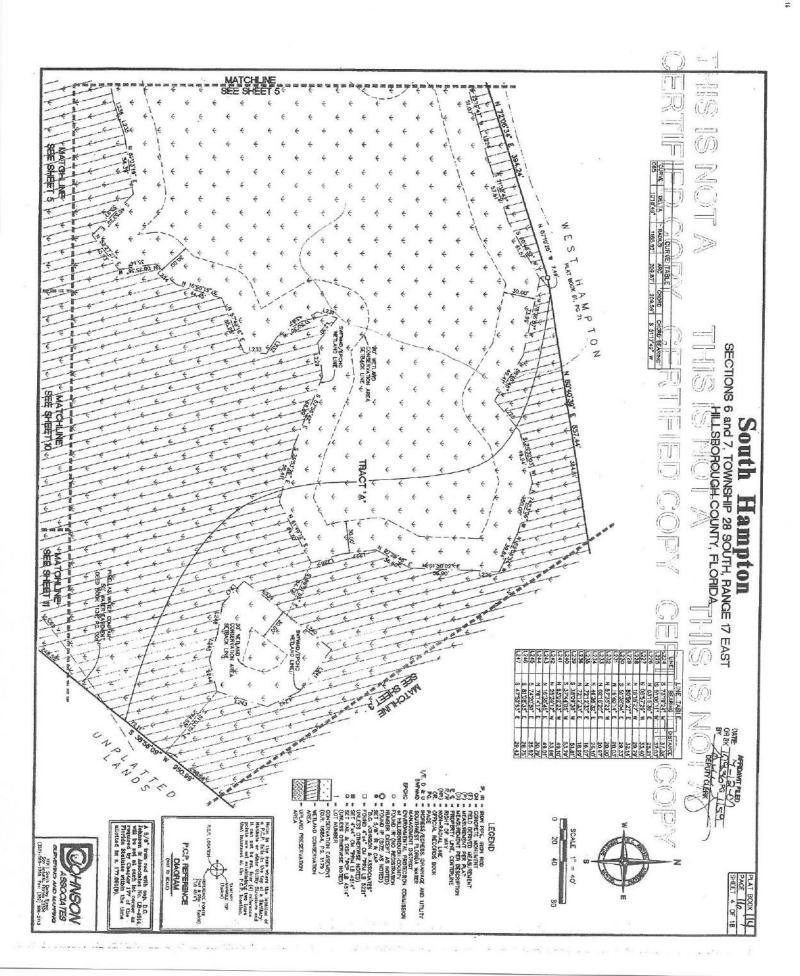
Lot contents, unless otherwise noted herein, say 5/8' fron rods with plante. This subdivision contains ensurements. britisher contains constructs, and other the reas which are naither owned nor ained by Hillbergall County agrees (Spress, Drahauge and Utilly Engenent within Treet 1. Concompanees the critics trick, and concerns accompanies and/or

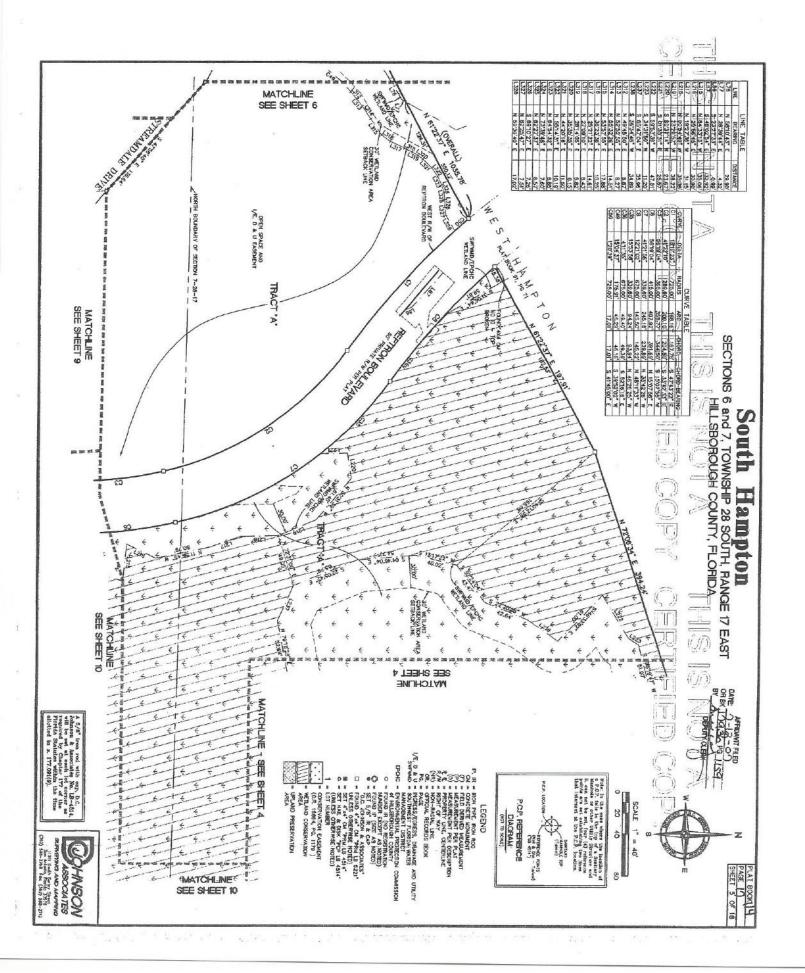
11611 South Gutty Street Sen Antonia, Preside 335/16 588-2766 Fate (752) 546-2711

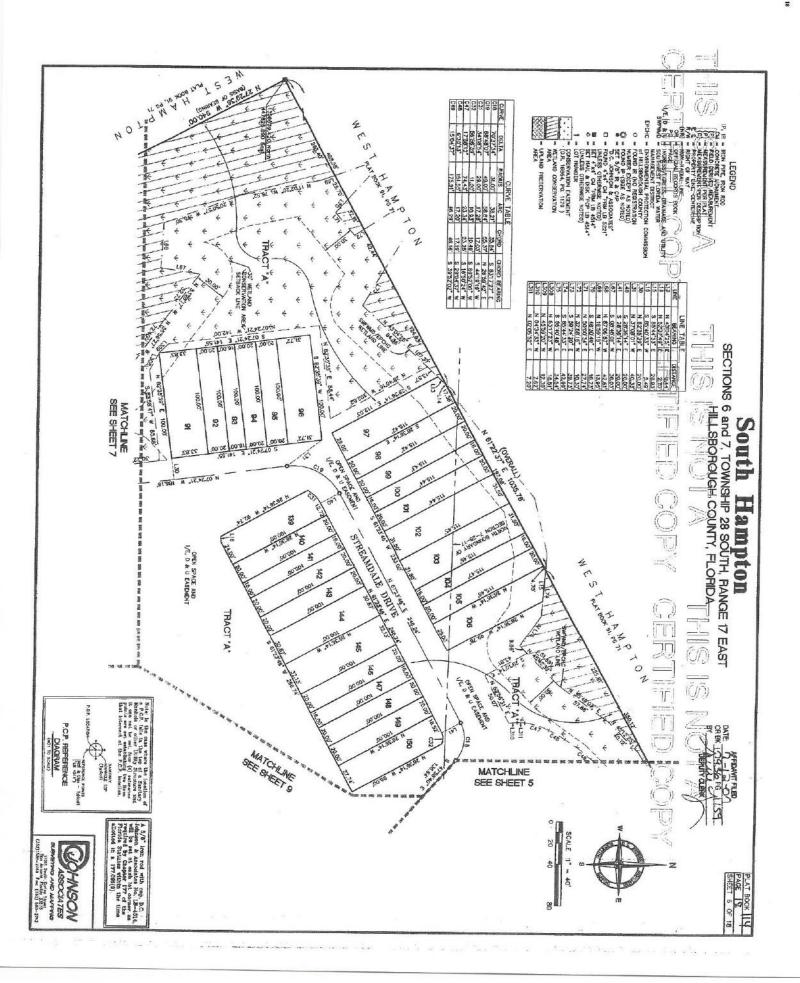


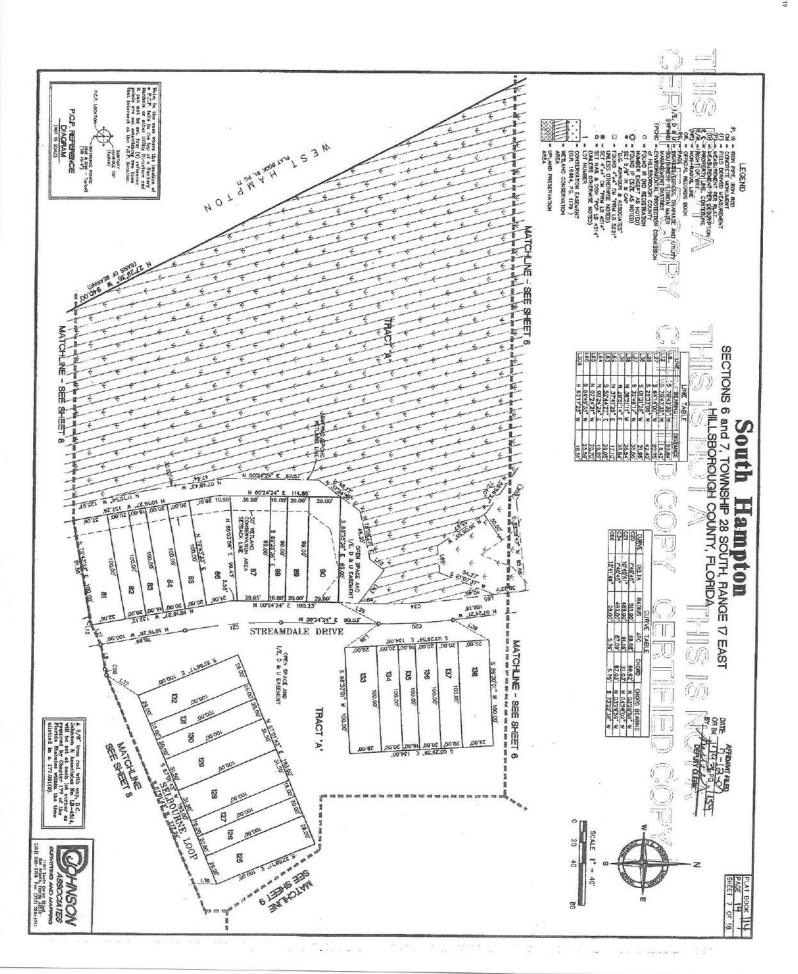


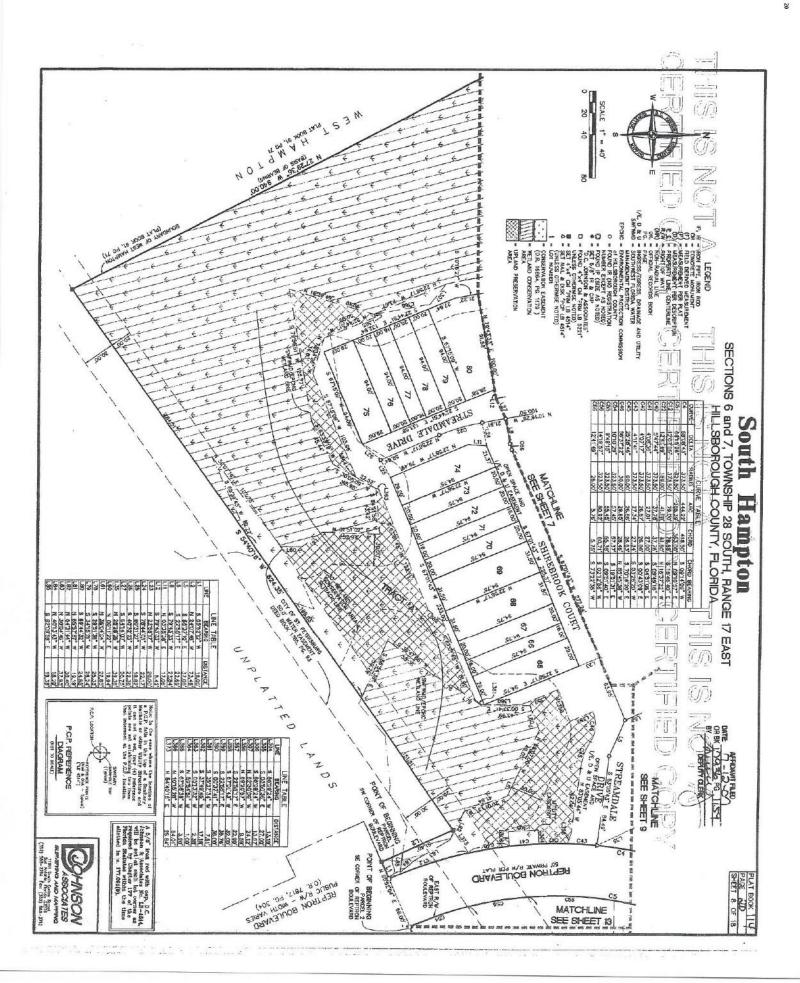


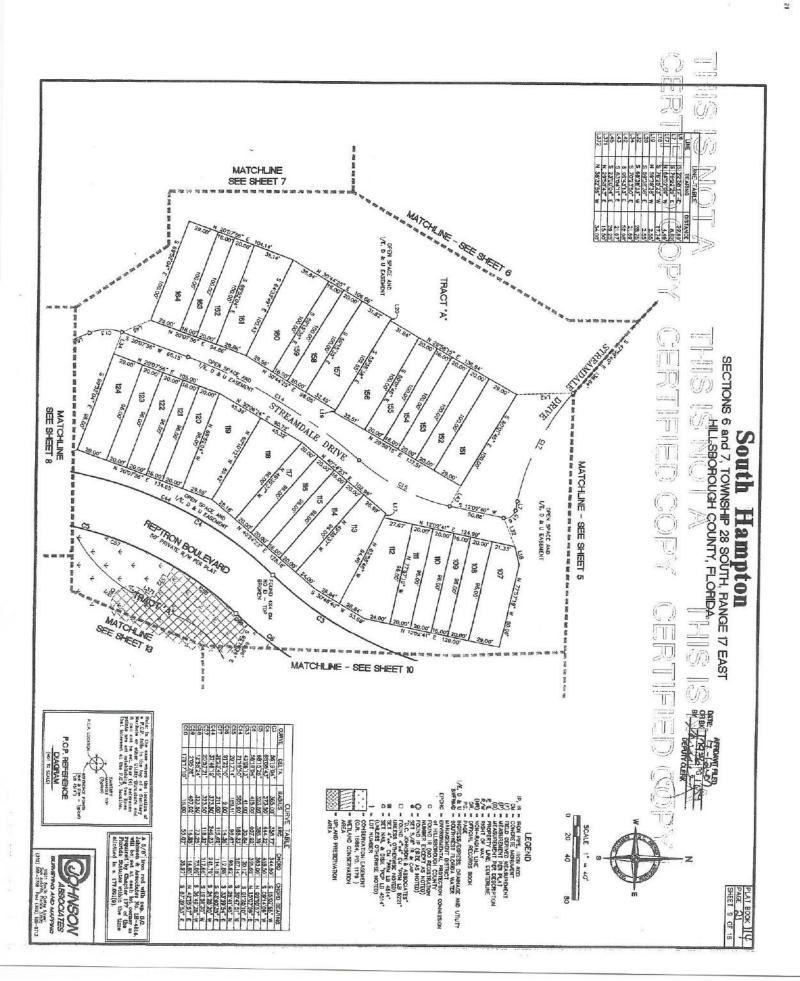


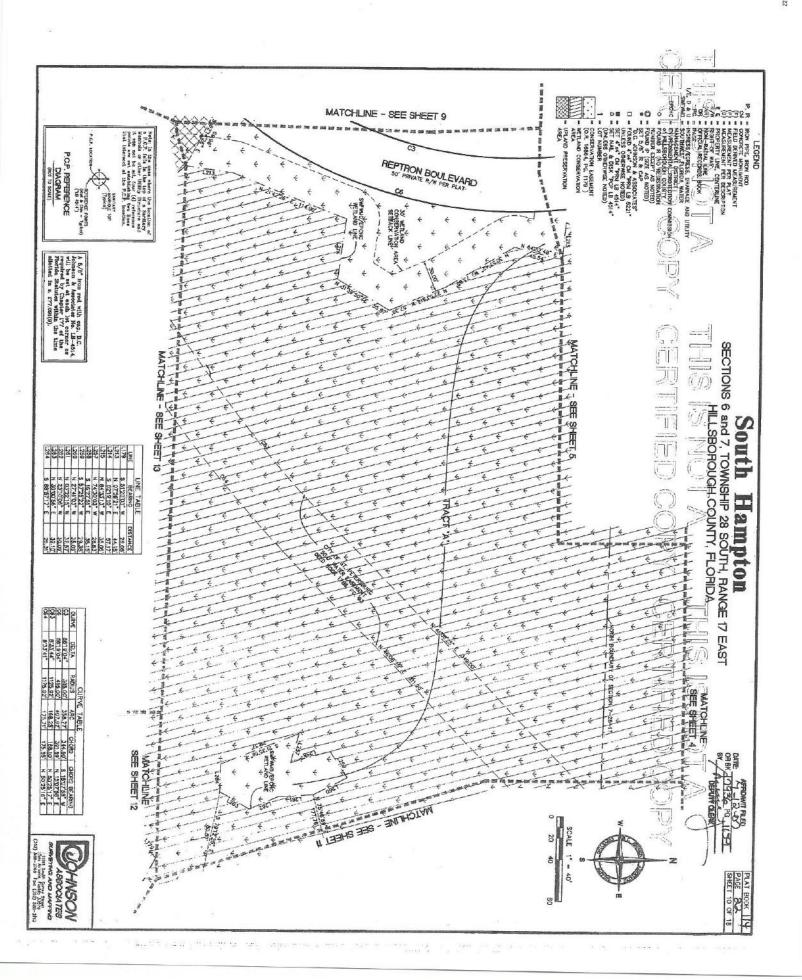


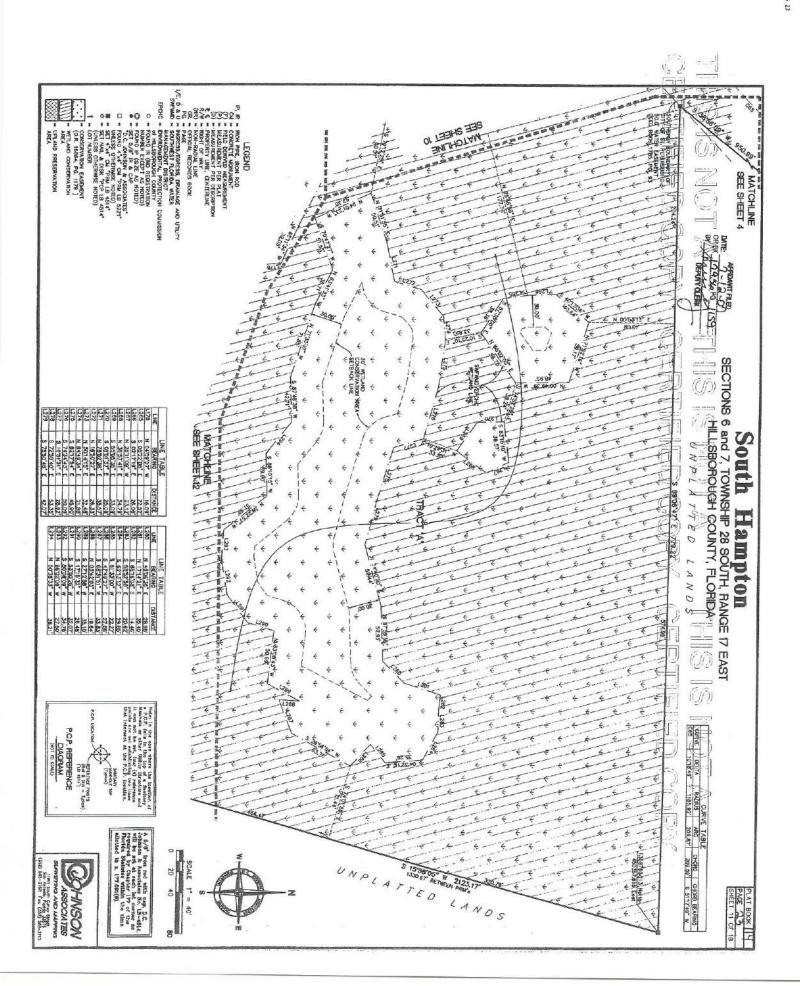


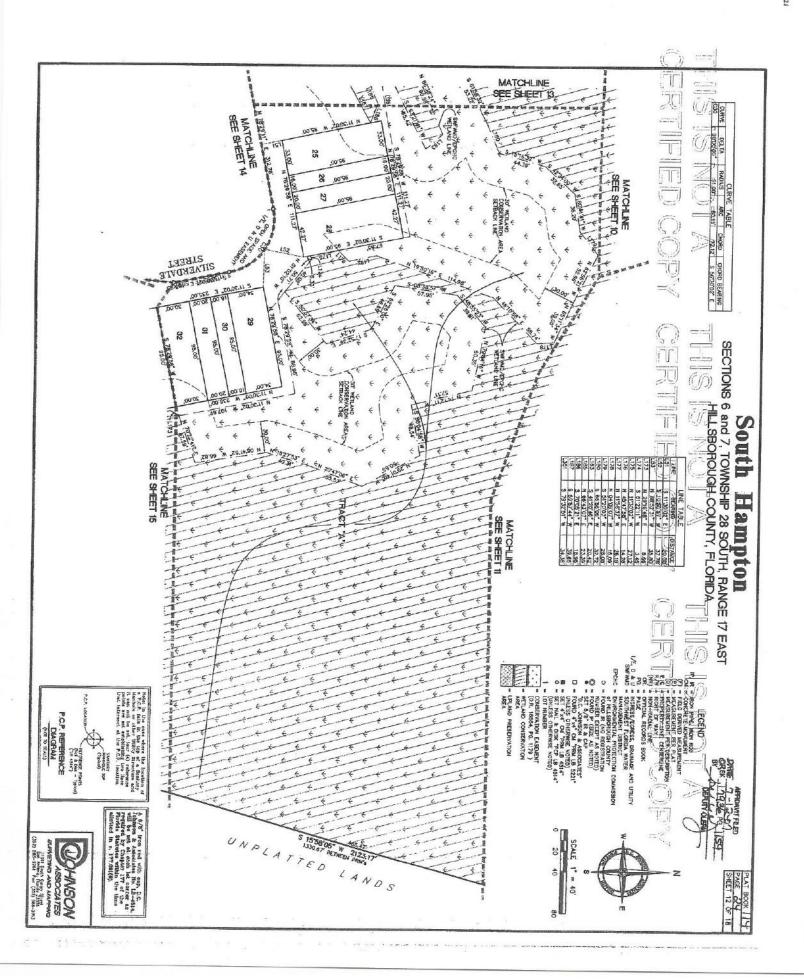


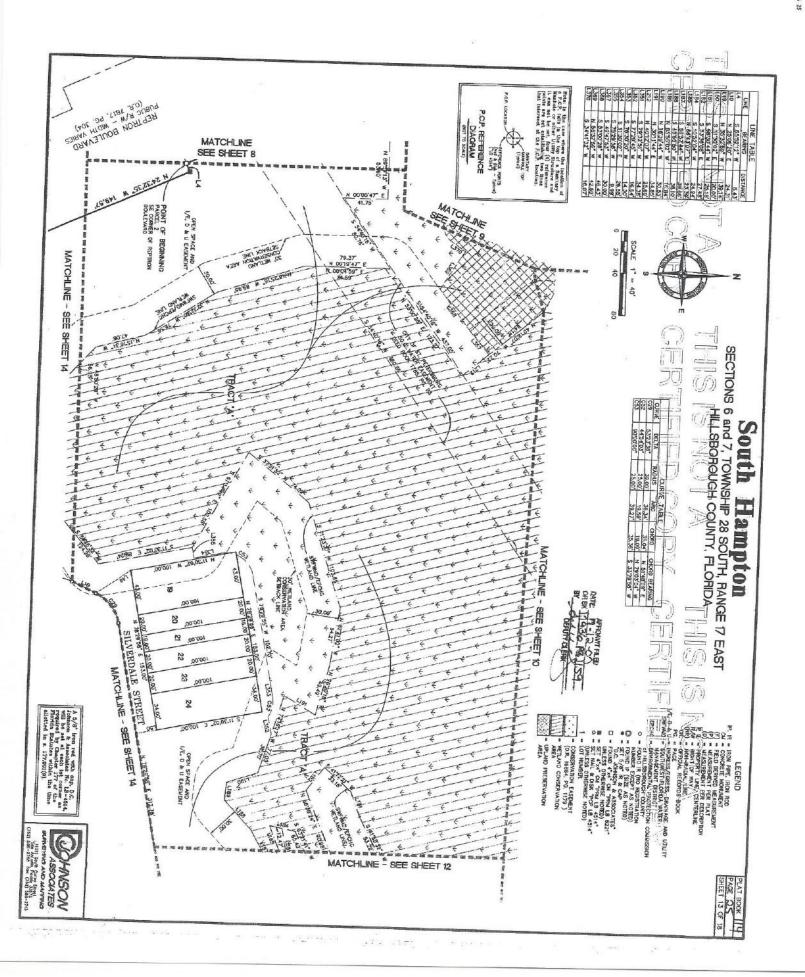


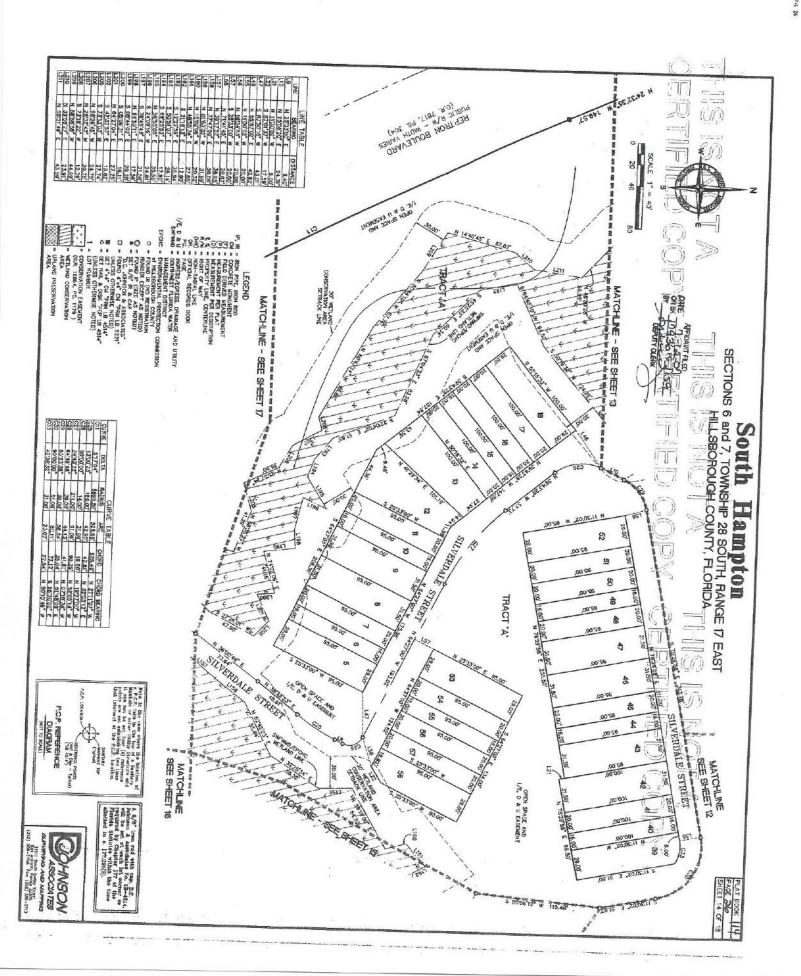


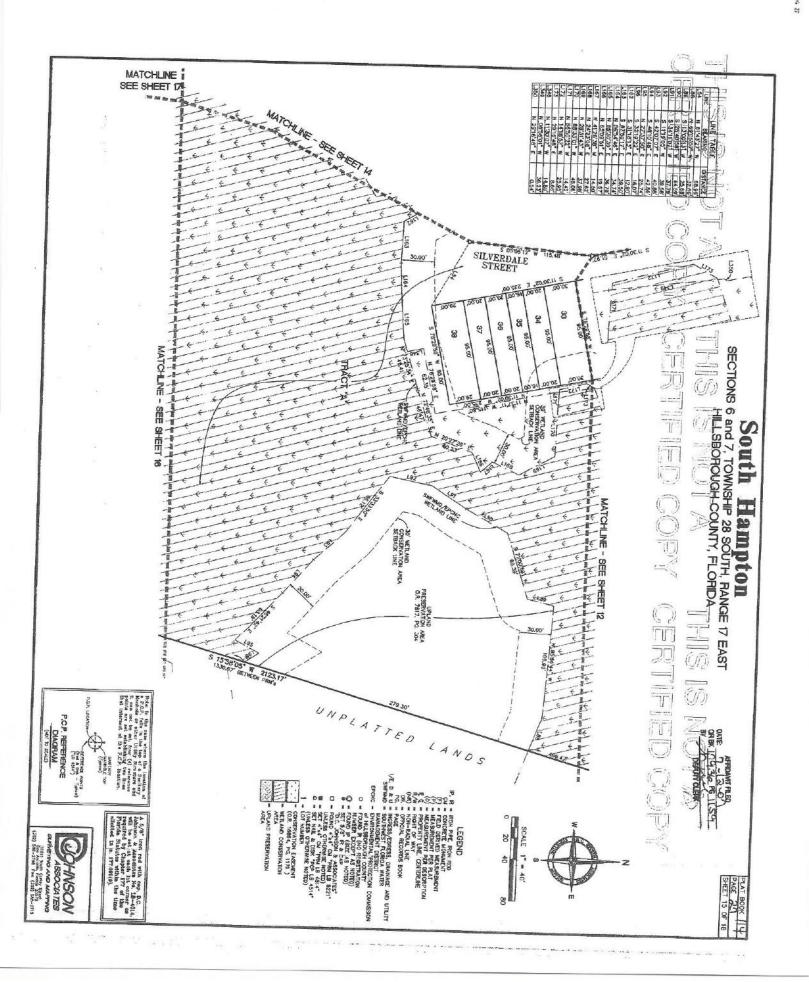


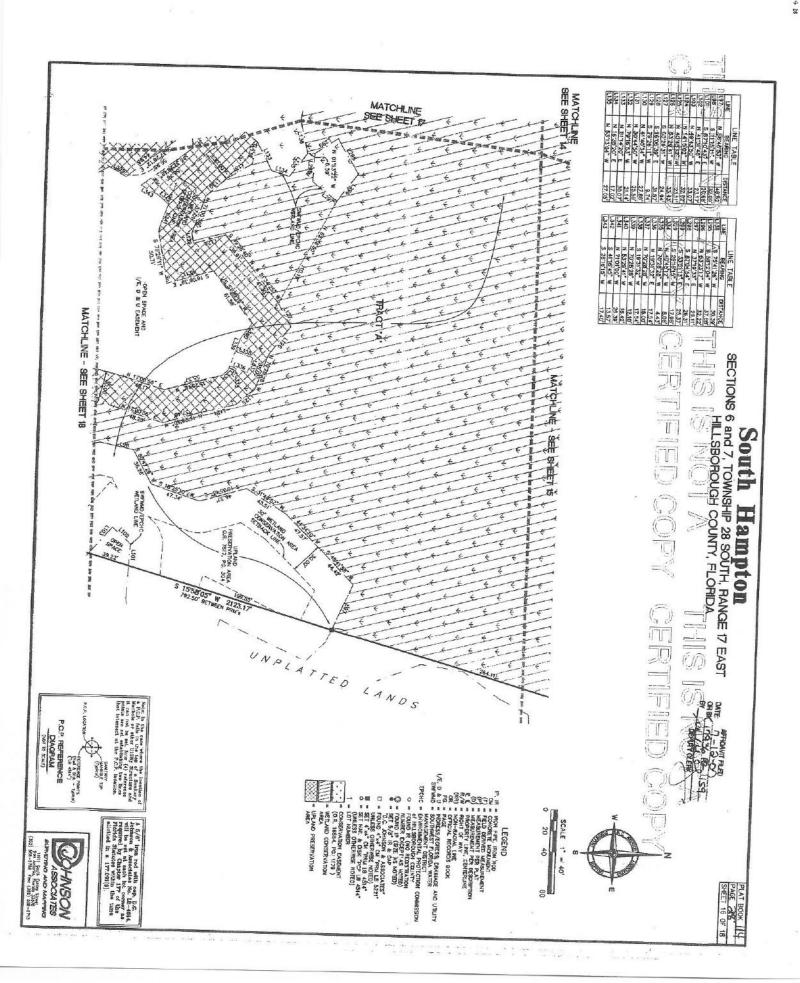


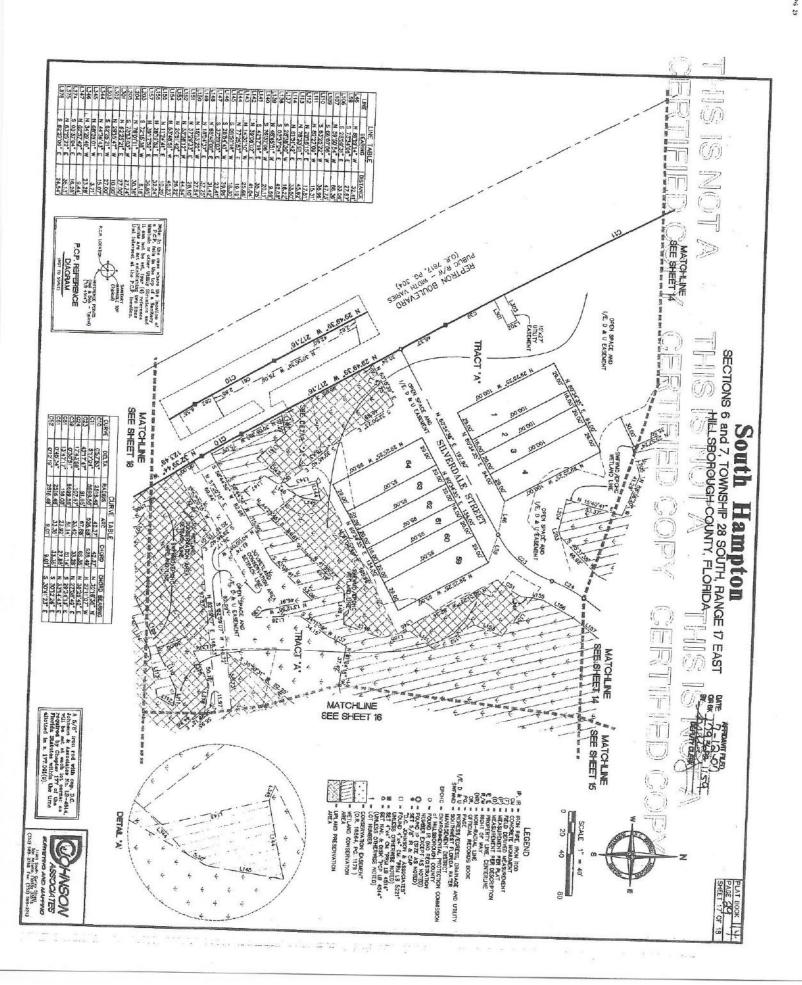


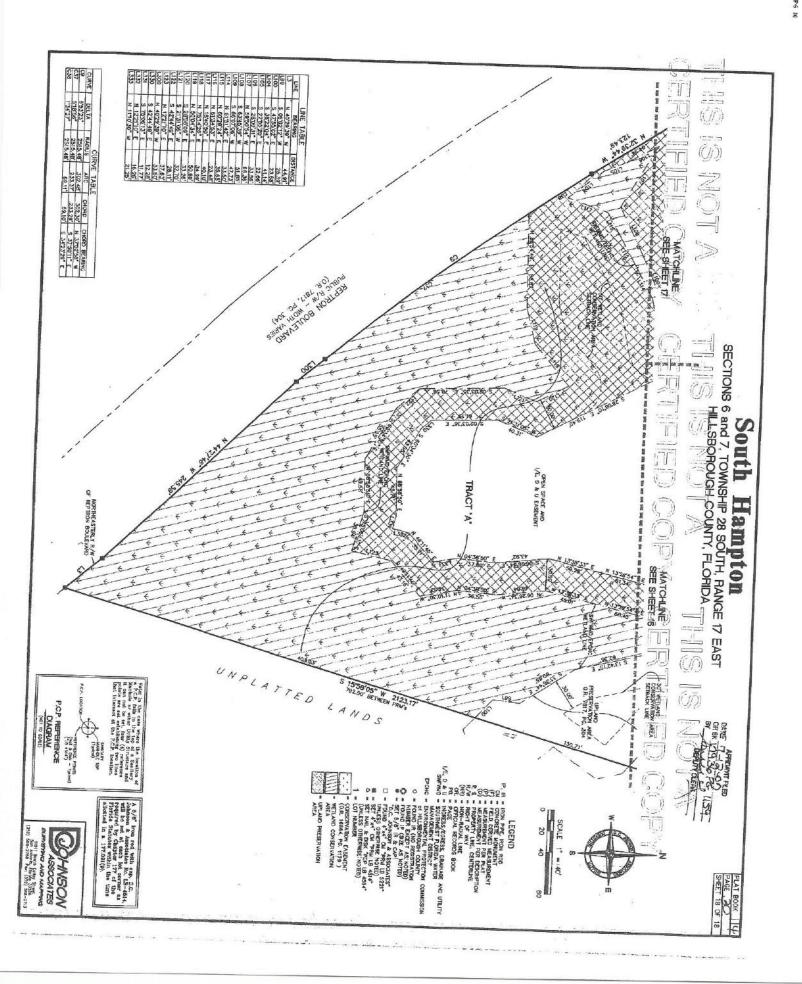












DESCRIPTION SKETCH

(Not a Survey) SHEET 1 OF 2

DESCRIPTION: (Reptron Boulevard)

A portion of REPTRON BOULEVARD, as shown on the plat of WEST HAMPTON, as recorded in Plat Book 91, Page 71 of the Public Records of Hillsborough County, Florida, being more particularly described as follows:

BEGIN at the Southwest corner of said REPTRON BOULEVARD; thence along the Westerty right—of—way line of said REPTRON BOULEVARD, the following four curves:

NORTHWESTERLY, 443.99 feet along the arc of a curve concave to the East, having a radius of 373.50 feet through a central angle of 68°06'32" (chord bears N.09'14'33"E., 418.31 feet) to the point of reverse curvature with a curve concave to the West, having a radius of 365.00 feet; thence NORTHEASTERLY, 358.79 feet along said curve through a central angle of 56'19'13" (chord bears N.15'08'13"E., 344.51 feet) to the point of compound curvature with a curve concave to the Southwest having a radius of 289.60 feet; thence NORTHWESTERLY, 208.99 feet along said curve through a central angle of 41°20'52" (chard bears N.33°41'50"W., 204.49 feet) to the point of reverse curvature with a curve concave to the Northeast, having a radius of 725.00 feet; thence NORTHWESTERLY, 39.00 feet along said curve through a central angle of 03'04'56" (chord bears N.52'49'W., 39.00 feet); thence N.38'42'42 E., 50.00 feet to the Easterly right-of-way line of said REPTRON BOULEVARD; thence along said Easterly right-of-way line the following four curves: SOUTHEASTERLY, 36.31 feet along the arc of a curve concave to the Northeast, having a radius of 675.00 feet through a central angle of 03'04'57" (chord bears 5.52'49'47"E., 36.31 feet) to the point of reverse curvature with a curve concave to the Southwest having a radius of 339.60 feet; thence SOUTHEASTERLY, 245.07 feet along said curve through a central ongle of 41°20'52" (chord bears S.33'41'50"E., 239.79 feet) to the point of compound curvature with a curve concave to the West having a radius of 415.00 feet; thence SOUTHWESTERLY, 407.93 feet along said curve through a central angle of 56"19"13" (chord bears S.15"08"13"W., 391.71 feet) to the point of reverse curvature with a curve concave to the East, having a radius of 325.50 feet; thence SOUTHEASTERLY, 385.14 feet along said curve through a central angle of 68°12'44" (chord bears S.09'11'27"W., 362.79 feet) to the Southeast corner of said REPTRON BOULEVARD; thence S.65'51'25"W., 50.00 feet to the POINT OF BEGINNING.

Containing 1.22 Acres (More or Less).

NOTES:

 No underground installation or improvements have been located except those shown hereon.

- This drawing not valid without the signature and original seal of a Florida Registered Surveyor & Mapper.
- J. As used on this drowing, certify means to state or declare a professional opinion of conditions regarding those facts or findings which are the subject of the certification and Does Not constitute a warranty or guarantee, either expressed or implied. This certification is only for the Lands as described. It is Not a Certificate of Title, Zoning, Easements or Freedom of Encombrances.
- No instruments of record reflecting easements, rights—of—way and/or ownership were furnished this surveyor except as shown hereon.

OTE:

SEE SHEET 2 FOR SKETCH AND LEGEND.



21211811



2035

REVISIONS						
Description		Dote	Dwn.	Ck'd	Order No.	SURVEYORS CERTIFICATE The sketch represented hereon conforms to the requirements of Chapter 5J-17, Florida Administrative Code. Sett R Jowle 5/./2
Drawn: MAC Original No.: 2	Checked:	Src Curre	Clien	t No:	2035 211811	SCOTT R. FOWLER DATE OF SIGNATURE FLORIDA REGISTERED LAND SURVEYOR NO. 5188 Drawing Date: 5-01-12

Tampa (813) 621-7841 Fax (813) 664-1832 Web Page: www.lesc.com



8515 Palm River Road, Tampa, Florida 33619 CERTIFICATE OF AUTHORIZATION NO. LB 3913



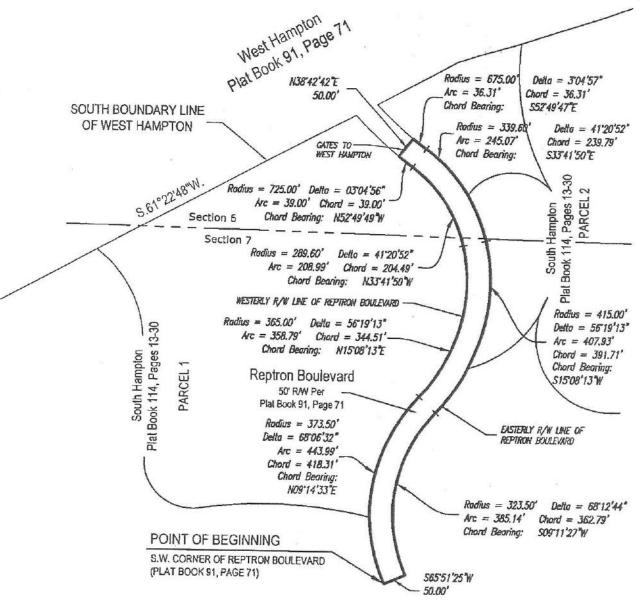
6 / 7 Twp.: 28 S. Rge.: 17 E

DESCRIPTION SKETCH (Not a Survey) SHEET 2 OF 2

BASIS OF BEARINGS: SOUTH BOUNDARY LINE OF WEST HAMPTON BEARS S.61'22'48"W., (PER PLAT BOOK 91, PAGE 71)



11



EGEND: POB = POINT OF REGINNING POC = POINT OF COMMENCEMENT SEC. = SECTION TWP. = TOWNSHIP

RGE = RANGE PB = PLAT BOOK PG'S = PAGES

(P) = PLATR/W = RIGHT-OF-WAY NOTE:

SEE SHEET 1 FOR DESCRIPTION, NOTES AND CERTIFICATION.

Web Page: www.lesc.com

ENGINEERING & SURVEYING CORPORATION

Tampa (813) 621-7841 Fax (813) 664-1832

8515 Palm River Road, Tompo, Florida 33619 CERNFICATE OF AUTHORIZATION NO. LB 3913

Drawn: MAC

Order No. 21211811

Sec.: 6 / 7 Twp.: 28 S. Rge.: 17 E



EXHIBIT

DESCRIPTION SKETCH NOTES: 100 1. No underground installation or improvements have been (Not a Survey) located except those shown hereon. BASIS OF BEARINGS: 1 This drawing not valid without the signature and original seal of a Florida Registered Surveyor & Mapper. SOUTH BOUNDARY LINE OF WEST HAMPTON Scale: BEARS 5,61'22'48'W., 3. As used on this drawing, certify means to state or declare (PER PLAT BOOK 91, PAGE 71) o professional opinion of conditions regarding those facts or findings which are the subject of the certification and Does Not constitute a warranty or guarantee, either expressed or implied. This certification is only for the Lands as described. It is Not a Certificate of Title, Zoning, Easements or Freedom DESCRIPTION: (South Hampton Playaround) A portion of TRACT "A" within Parcel 1, SOUTH HAMPTON, as recorded in Plat Back 114, Pages 13-30 No instruments of record reflecting easements, rights-of-way and/or ownership were furnished this surveyor of the Public Records of Hillsborough County, Florida, except as shown hereon. being more particularly described as follows: West Hampton NORTHERLY BOUNDARY Plat Book 91, Page T1 WORTHERN' BOUWURN'T WORTHERN' BOOK 14, PAGES 12:30 "PLAT BOOK 114, PAGES 12:30 COMMENCE at the Northernmost corner of said TRACT "A", said point being on the Westerly right-of-way line Book 114, Pages 13-30 POINT OF of REPTRON BOULEVARD, as shown on the plat of WEST HAMPTON, recorded in Plot Book 91, Page 71 of the COMMENCEMENT South Hampton Public Records of Hillsborough County, Florida; thence NORTHERN MOST CORNER OF along said Westerly right-of-way line, said line also N.61°22'37 TRACT "A" (Parcel 1) SOUTH HAMPTON being the Easterly boundary line of said TRACTA" the Plat Book 114, Pages 13-30 following four curves: SOUTHEASTERLY, 168.16 feet Rodius = 725.00 along the arc of a curve concave to the Northeast. having a radius of 725.00 feet through a central angle Delta = 131723* GATES 70 Arc = 168.16' of 13"17"23" (chord bears S.47"43"22"E., 167.78 feet) WEST HAMPTON (6' METAL GATES) to the point of reverse curvature with a curve concave Chord = 167.78' Chord Bearing: to the Southwest, having a radius of 289.60 feet; ARadius = 289.60' S47'43'22'E thence; thence SOUTHEASTERLY, 180.71 feet along Delta = 35'45'07" said curve through a central angle of 35'45'07" (chord Westerly R/W Line of Reptron Boulevard and Arc = 180,71' bears S.36'31'05'E, 177.79 feet) to the POINT OF Chard = 177.79' EASTERLY BOUNDARY LINE BEGINNING; thence continue Southeasterly, 28.40 feet Chord Bearing: OF TRACT "A" along said curve, through a central angle of 05'37'04" 53631'05'E Book 114, Pages 13 (chord bears \$.1550'00"E, 28.38 feet) to the point of Reptron Boulevard South Hampton Radius = 289.80' compound curvature with a curve concave to the 50' R/W Per Delta = 0537'04" Southwest having a radius of 365.00 feet; thence Plat Book 91, Page 71 Arc = 28.40'SOUTHEASTERLY, 66.78 feet along said curve through a POINT OF BEGINNING Chard = 28.38' central angle of 10"29"00" (chord bears S.0747"07"E, Section 6 Chord Bearing: N4211'57'E 35.43' 66.69 feet); thence S.87'27'57"W., 19.44 feet; thence 515'50'00'E N.13'05'36'W., 31.54 feet; thence N.37'05'59'W., 30.33 Section 7 feet; thence N.18'07'19"E, 13.78 feet; thence N18'07'19'E 13.78' N.4Z11'57'E, 35.43 feet to the POINT OF BEGINNING. N37'05'59'W 30.33" Containing 2297.56 Square Feet (More or Less). N13'05'36'W 31.54' Radius = 365.00° EGEND: Delta = 10°29'00' POB = POINT OF BEGINNING POC = POINT OF COMMENCEMENT Arc = 66.7858726'57'W 19.44" SEC. = SECTION Chord = 66.69 TWP. - TOWNSHIP Chord Bearing: RGF = RANGE 21211811 507'47'07'E PB = PLAT BOOK PG'S = PAGES (P) = PLAT R/W = RIGHT-OF-WAY REVISIONS SURVEYORS CERTIFICATE Date Dwn. Ck'd Order No. Description Tam The sketch represented hereon conforms **EXHIBIT** to the requirements of Chapter 5J-17, Web Florida Administrative Code. **FNGINFFRII** DATE OF SCOTT R. FOWLER

FLORIDA REGISTERED LAND SURVEYOR NO. 5185

5-01-12

Drawing Date:

8515 Palm River Road, Tompa, Florida 33619 CERTIFICATE OF AUTHORIZATION NO. LB 3913

Sec.: 6 / 7 Twp.: 28 S. Rge.: 17

Checked: Client No: 2035

Original No.: 21211811 | Current No.: 21211811

Exhibit E to the Easement and Shared Facilities Agreement between West Hampton and South Hampton

Reptron Blvd. Shared Expense Items

- A. All landscaping associated with Reptron Blvd. that is not otherwise the sole maintenance responsibility of South Hampton as described in Exhibit G.
- B. All lighting, electricity and irrigation associated with maintenance and repair of Reptron Blvd., except for the lighting, irrigation and electricity that is solely the responsibility of South Hampton as described in Exhibit G or as described in Exhibit F.
- Paving reserves for all of Reptron Blvd.
- D. Maintenance reserves for all of the Reptron Blvd. right-of-way legally described in Exhibit C.
- E. All insurance costs associated with Reptron Blvd. legally described in Exhibit C.
- F. All roadway maintenance expenses associated with Reptron Blvd. legally described in Exhibit C.
- G. All expenses and maintenance fees, as well as reserves, associated with the entryway feature located at Racetrack Road and Reptron Blvd.
- H. All repair, maintenance and reserve expenses associated with any and all entryway features that are not the sole maintenance responsibility of South Hampton as described in Exhibit G or as described in Exhibit F.
- All repair, maintenance and reserve expenses associated with the irrigation well system located on the property currently owned by Hillsborough County and Geoffrey C. Weber, Trustee of the Race Track Road Land Trust Number 1 Trust Agreement dated December 6, 2000.
- J. Any other items listed in the Shared Facilities Budget associated with the operation, maintenance and repair of the shared facilities.
- K. All landscaping, signs, irrigation, lighting, and entryway features located within those easement areas referenced in the Landscape Easement Agreement recorded at Official Records Book 10617, Page 1592, granted by Reptron Electronics, Inc.
- L. Maintenance of the wetlands and ponds located within both of the platted South Hampton and West Hampton subdivisions described and defined by the Southwest Water Management District as: Project Name: West Hampton (fka Reptron); Permit Number 430016780.011. As noted on Exhibit G.



Exhibit F to the Easement and Shared Facilities Agreement between West Hampton and South Hampton

Tract A Shared Expense Items

- A. All maintenance and/or replacement of children's playground located in Tract A, including any improvements thereon, and any landscaping within or surrounding said playground. Tract A, for purposes of this Agreement being that parcel highlighted in Exhibit "D" to this Easement and Shared Facilities Agreement.
- B. Less and except that area of wetlands and ponds located within both of the platted South Hampton and West Hampton subdivisions and described by the Southwest Florida Water Management District as Project Name: West Hampton (fka Reptron); Permit Number: 43016780.011. (Said area to be maintained by West Hampton as part of its shared facilities maintenance responsibility.) As noted on Exhibit G.



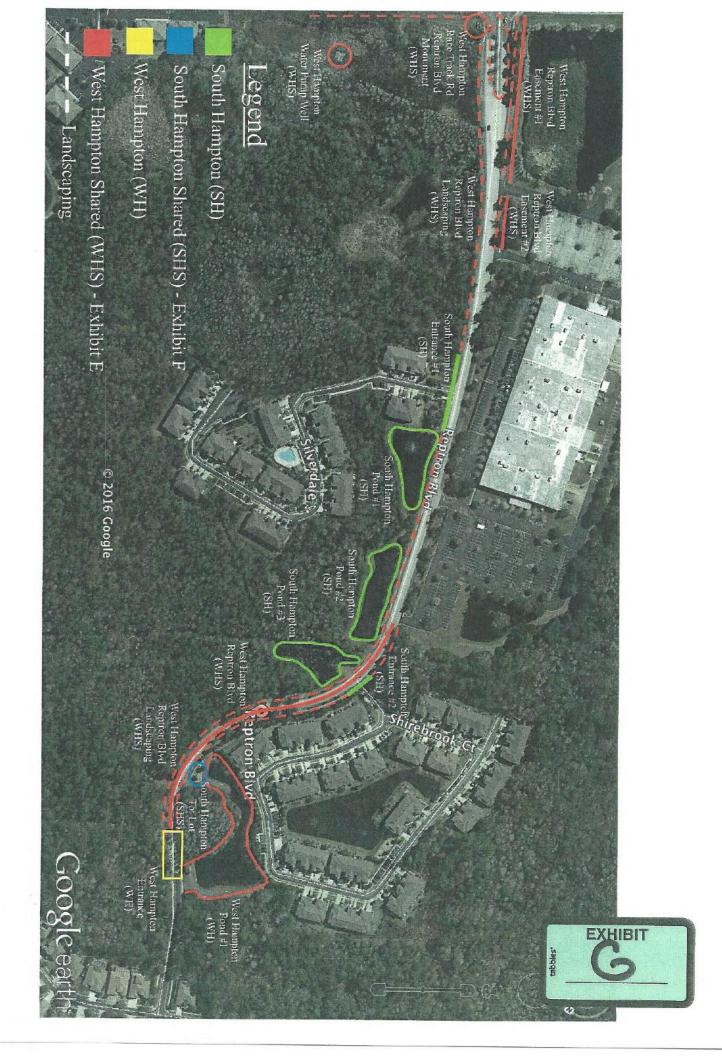




Exhibit H to the Easement and Shared Facilities Agreement between West Hampton and South Hampton

South Hampton Exclusive Improvements Maintained by South Hampton

- A. All island signs referencing the South Hampton subdivision located near or inside of the Reptron Blvd. right-of-way designating an entryway to the South Hampton subdivision.
- B. All landscaping, irrigation, lighting and other improvements associated with the South Hampton island and entryway signs referenced in paragraph A above.
- C. All sidewalks located on Reptron Blvd. adjacent to the South Hampton subdivision and otherwise leading into South Hampton from Reptron Blvd.
- D. All landscaping, signs, irrigation, lighting and other improvements in, near or adjacent to Reptron Blvd. associated with the entryway features of the South Hampton subdivision.
- E. All South Hampton entryway features designating entry into the South Hampton subdivision that are in, near or adjacent to Reptron Blvd.



Exhibit I to the Easement and Shared Facilities Agreement between West Hampton and South Hampton

West Hampton Exclusive Improvements Maintained by West Hampton

- A. The entryway gate and key pad located at the entryway to the West Hampton subdivision, noted as "West Hampton Entrance (WH)" to Exhibit G.
- B. All entryway landscaping associated with the entrance to the West Hampton subdivision.
- C. All pavers located at the entryway to the West Hampton subdivision, noted as "West Hampton Entrance (WH)" to Exhibit G.
- D. All sidewalks located on Reptron Blvd. adjacent to the West Hampton subdivision and otherwise leading into West Hampton from Reptron Blvd.
- E. All landscaping, signs, irrigation, lighting and other improvements in, near or adjacent to Reptron Blvd. associated with the entryway features of the West Hampton subdivision.
- F. All West Hampton entryway features designating entry into the West Hampton subdivision that are in, near or adjacent to Reptron Blvd.

