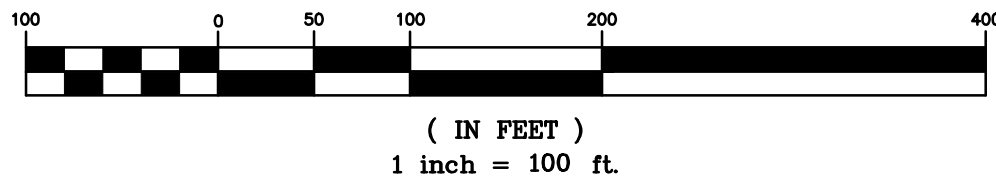


GRAPHIC SCALE



WETLAND No. 1		
FLAG NUMBER	NORTHING	EASTING
1-1	1632048.6316	669997.5739
1-2	1632048.8810	670108.4450
1-3	1631994.7140	670116.2398
1-4	1631956.6280	670134.0990
1-5	1631944.2823	670171.1048
1-6	1631942.5500	670201.8058
1-7	1631933.6152	670239.3155
1-8	1631947.1830	670288.9030
1-9	1631970.3486	670313.2266
1-10	1631999.4220	670325.4319
1-11	1632031.1030	670271.8900
1-12	1632050.4443	670274.4148
1-13	1632061.7130	670186.6960
1-14	1632147.9227	670159.9820
1-15	1632204.1750	670246.5940
1-16	1632232.0090	670272.8870
1-17	1632264.1940	670295.3040
1-18	1632304.5420	670310.0000
1-19	1632347.8470	670300.7730
1-20	1632397.1120	670279.0530
1-21	1632443.8750	670256.3120
1-22	1632482.8430	670238.3890
1-23	1632524.1840	670215.5020
1-24	1632566.3060	670189.0190
1-25	1632529.8930	670161.3570
1-26	1632507.9390	670125.8060
1-27	1632474.6170	670118.4090
1-28	1632449.8890	670103.3740
1-29	1632425.8240	670061.4870
1-30	1632329.5570	669990.5460

WETLAND No. 2		
FLAG NUMBER	NORTHING	EASTING
2-1	1631687.8740	670318.9970
2-2	1631637.8640	670310.5180
2-3	1631591.8590	670372.4010
2-4	1631608.6850	670444.2120
2-5	1631644.3140	670496.6130
2-6	1631686.7868	670493.9407
2-7	1631694.1570	670445.8390
2-8	1631696.4290	670394.1990

LEGAL DESCRIPTION  
SURFACE WATER No. 1

THAT PORTION OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE S.E. 1/4 OF THE N.E. 1/4 OF SAID SECTION 24, AND RUN S89°54'58"E, ALONG THE NORTH LINE OF SAID S.E. 1/4 OF THE N.E. 1/4, A DISTANCE OF 368.22 FEET TO A POINT ON THE WEST LINE OF THE EAST 3/4 OF SAID S.E. 1/4 OF THE N.E. 1/4; THENCE DEPARTING SAID NORTH LINE, PROCEED S00°21'03"W ALONG SAID WEST LINE A DISTANCE OF 338.79 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, PROCEED S87°51'54"E, 57.66 FEET; THENCE S56°05'18"E, 17.66 FEET; THENCE S06°43'28"E, 44.73 FEET; THENCE S06°18'32"W, 55.31 FEET; THENCE S02°12'44"E, 81.61 FEET; THENCE S04°10'14"E, 85.87 FEET; THENCE S47°23'35"W, 22.21 FEET; THENCE N87°44'44"W, 66.32 FEET TO A POINT ON THE AFOREMENTIONED WEST LINE OF THE EAST 3/4 OF SAID S.E. 1/4 OF THE N.E. 1/4; THENCE N00°21'03"E ALONG SAID WEST LINE, 296.31 FEET TO THE POINT OF BEGINNING.

- NOT PLATTED -

LEGAL DESCRIPTION

THE EAST 3/4 OF THE S.E. 1/4 OF THE N.E. 1/4 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND

THAT PORTION OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; ALSO BEING A PORTION OF THE FORMER C.S.X. TRANSPORTATION SYSTEMS, INC. RAILWAY (FORMERLY THE SEABOARD AIRLINE RAILROAD) AS SHOWN ON THE RIGHT-OF-WAY AND TRACK MAP, LAKE CHARM BRANCH, DATED JUNE, 1918 DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE S.E. 1/4 OF THE N.E. 1/4 OF SAID SECTION 24, AND RUN N89°37'25"E, ALONG THE NORTH LINE OF THE S.E. 1/4 OF THE N.E. 1/4 OF SECTION 24, A DISTANCE OF 25.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 25 FEET OF THE S.E. 1/4 OF THE N.E. 1/4 OF SECTION 24, THENCE S00°19'27"W, ALONG SAID EAST LINE A DISTANCE OF 1156.48 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID RAILROAD, THENCE RUN S75°26'45"E, ALONG THE NORTHERLY RIGHT-OF-WAY THEREOF, 352.93 FEET TO THE WEST LINE OF THE EAST 3/4 OF THE S.E. 1/4 OF THE N.E. 1/4 OF THE AFOREMENTIONED SECTION 24, AND THE POINT OF BEGINNING FOR THIS DESCRIPTION; FROM POINT OF BEGINNING, CONTINUE S75°26'45"E, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 330.11 FEET TO THE SOUTH LINE OF THE N.E. 1/4 OF AFOREMENTIONED SECTION 24, THENCE S14°33'15"W, A DISTANCE OF 100.00 FEET, TO THE SOUTHERLY RIGHT-OF-WAY OF SAID RAILROAD, THENCE N75°26'45"W ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 304.79 FEET TO THE SOUTHERLY EXTENSION OF THE SAID WEST LINE OF THE EAST 3/4 OF THE S.E. 1/4 OF THE N.E. 1/4, THENCE DEPARTING FROM SAID RIGHT-OF-WAY RUN N00°20'43"E, A DISTANCE OF 103.16 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LYING NORTH OF C.S.X. TRANSPORTATION SYSTEMS, INC. RAILWAY (FORMERLY THE SEABOARD AIRLINE RAILROAD) AS SHOWN ON THE RIGHT-OF-WAY AND TRACK MAP, LAKE CHARM BRANCH, DATED JUNE, 1918, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID N.E. 1/4 OF THE S.E. 1/4; THENCE S89°35'30"W ALONG THE NORTH LINE OF SAID N.E. 1/4 OF THE S.E. 1/4, A DISTANCE OF 228.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°35'30"W ALONG SAID NORTH LINE, 552.21 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF AFORESAID C.S.X. TRANSPORTATION SYSTEMS, INC. RAILWAY; THENCE DEPARTING SAID NORTH LINE OF THE N.E. 1/4 OF THE S.E. 1/4, PROCEED S75°26'45"E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 589.63 FEET TO THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2031, PAGE 761 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, PROCEED N00°19'48"E ALONG SAID WEST LINE 147.08 FEET TO THE POINT OF BEGINNING.

AND

THAT PORTION OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; ALSO BEING A PORTION OF THE FORMER C.S.X. TRANSPORTATION SYSTEMS, INC. RAILWAY (FORMERLY THE SEABOARD AIRLINE RAILROAD) AS SHOWN ON THE RIGHT-OF-WAY AND TRACK MAP, LAKE CHARM BRANCH, DATED JUNE, 1918 DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE S.E. 1/4 OF SAID SECTION 24; THENCE S00°24'44"W ALONG THE EAST LINE THEREOF, A DISTANCE OF 311.14 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID RAILWAY AND THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2578, PAGE 149, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N75°20'22"W, ALONG SAID BOUNDARY AND SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 235.74 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID BOUNDARY AND CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY, N75°20'22"W, 595.97 FEET TO THE EASTERLY BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2492, PAGE 614, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY AND ALONG SAID EASTERLY BOUNDARY, N14°39'38"E, 100.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID RAILWAY; THENCE DEPARTING SAID EASTERLY BOUNDARY AND ALONG SAID NORTHERLY RIGHT-OF-WAY S75°20'22"E, 570.61 FEET TO THE WEST LINE OF OFFICIAL RECORDS BOOK 2031, PAGE 761, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY EXTENSION OF SAID WEST LINE AND THE WESTERLY BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2578, PAGE 149, S00°25'50"W, 103.17 FEET TO THE POINT OF BEGINNING.

LINE NUMBER	BEARING	DISTANCE
L1	S70°16'33"E	117.78
L2	S08°11'20"E	54.78
L3	S26°19'52"E	40.26
L4	S68°48'39"E	39.69
L5	S86°42'53"E	30.75
L6	S73°38'42"E	36.55
L7	N74°41'52"E	51.41
L8	N46°24'02"E	33.59
L9	N22°46'05"E	31.53
L10	N59°23'13"W	62.21
L11	N67°50'03"W	51.26
L12	N73°21'58"W	39.37
L13	N17°13'00"W	90.25
L14	N56°59'50"E	103.28
L15	N43°22'09"E	38.29
L16	N34°51'27"E	39.22
L17	N20°00'48"E	42.94
L18	N12°01'46"W	44.28
L19	N23°47'27"W	53.84
L20	N25°56'02"W	52.00
L21	N24°41'59"W	42.89
L22	N28°58'53"W	47.24
L23	N50°06'06"W	34.52
L24	S59°19'03"W	32.16
L25	S85°18'23"W	41.78
L26	S12°16'57"W	34.13
L27	S31°18'01"W	28.94
L28	S60°07'18"W	48.31
L29	S36°23'11"W	119.58
L30	S01°40'13"E	241.03
L31	S08°48'29"W	56.68
L32	S57°12'11"E	73.86
L33	N76°48'47"E	73.76
L34	N55°47'17"E	63.37
L35	N03°36'10"W	42.56
L36	N81°17'20"W	48.66
L37	N87°28'51"W	51.69
L38	S83°30'36"W	75.69
L39	S87°51'54"E	57.66
L40	S96°03'18"E	17.66
L41	S06°43'28"E	44.73
L42	S06°18'32"W	55.31
L43	S02°12'44"E	81.61
L44	S04°10'14"E	85.87
L45	S47°23'35"W	22.21
L46	N87°44'44"W	66.32
L47	N00°21'03"E	296.31

SURVEY REPORT:

- BEARINGS ARE BASED ON STATE PLANE COORDINATES, N.G.S. STATION "11-92-GPS-1" AND "18-92-GPS-5" FLORIDA WEST MERCATOR.
- VERTICAL DATA SHOWN HEREON IS BASED ON SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT VERTICAL CONTROL NUMBER 1923S23-BM-07-367-01, ELEVATION: 69.44 N.A.V.D.-88.
- FIELD SURVEY DATE : 11-16-2017.
- NO TITLE INFORMATION REFLECTING OWNERSHIP, RIGHTS-OF-WAY, OR EASEMENTS OF RECORD, WERE FURNISHED TO THIS SURVEYOR UNLESS SHOWN OR NOTED HEREON.
- THE LEGAL DESCRIPTIONS SHOWN HEREON ARE BASED ON THE DEEDS OF RECORD.
- THE UTILITY POLE, OVERHEAD WIRES AND GUY ANCHORS LOCATED ON THE SUBJECT PARCEL MAY BE CONSIDERED AS EVIDENCE OF EASEMENT.
- THE WETLANDS AREAS SHOWN HEREON WERE DETERMINED AND FLAGGED BY DARLA J. MILLER, B.S., M.B.A. OF MODICA & ASSOCIATES ON SEPTEMBER 27, 2017.
- ALL RIGHTS OF WAY SHOWN HEREON ARE PHYSICALLY OPEN UNLESS OTHERWISE STATED.
- THIS SURVEY MEETS STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17.050 THROUGH .052, FLORIDA ADMINISTRATIVE CODE AND THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THE MINIMUM RELATIVE DISTANCE ACCURACY FOR SUBURBAN LAND USE.
- UNLESS IT BEARS THE SIGNATURE AND SEAL OF THE LICENSED SURVEYOR AND MAPPER, THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

LEGEND

- C.M. CONCRETE MONUMENT
- I.R. IRON ROD
- R/W RIGHT OF WAY
- E/P EDGE OF PAVEMENT
- C/L CENTERLINE
- SEC. SECTION
- TWP. TOWNSHIP
- RGE. RANGE
- (D) DESCRIPTION CALL
- (F) FIELD MEASUREMENT
- UTILITY POLE AND GUY ANCHOR
- OVERHEAD WIRES
- FENCE
- CONC. CONCRETE
- ENC. ENCROACHMENT
- L1 LINE NUMBER (SEE LINE TABLE)
- 2-1 WETLANDS FLAG NUMBER
- O.R.B. OFFICIAL RECORDS BOOK
- PG. PAGE
- ENC. ENCROACHMENT
- T.B.M. TEMPORARY BENCHMARK

RODNEY K. ROGERS DATE  
PROFESSIONAL SURVEYOR & MAPPER  
REGISTRATION NO. 5274  
STATE OF FLORIDA

REVISION	DATE	ADD LEGAL DESC. FOR SURFACE WATER No. 1 PER SWMDO	ADD ADJACENT EASEMENT	REVISE R/W LINE ALONG N.E. 90th PLAZA
10-5-20	9-12-19	3-19-18		

Robert L. Rogers, PE  
F. Reg. No. 10027  
rkrogers@rogerseng.com  
Rodney K. Rogers, PSM  
F. Reg. No. 5274  
rkrogers@rogerseng.com

**ROGERS ENGINEERING, LLC**  
Civil Engineering & Land Surveying  
1105 S.E. 3rd Avenue • Ocala, Florida 34471 • Ph. (352) 622-9214 • Lic. Bus. #4074

A BOUNDARY AND TOPOGRAPHIC SURVEY  
with JURISDICTIONAL WETLANDS  
FOR  
CW4, INC.  
SEC. 24, TWP. 19 S., RGE. 23 E.

JOB No. 16 G24-005
DATE 11-16-2017
SCALE 1" = 100'
SHEET 1 OF 1

Prepared by and after  
recording return to:

Bryan L. Putnal, Esquire  
Smith Hulsey Busey, P.A.  
One Independent Drive, Suite 3300  
Jacksonville, Florida 32202

## GRANT OF EASEMENT

This Grant of Easement ("Agreement") is made this 20<sup>th</sup> day of April, 2025 by **VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 10**, a community development district created pursuant to Chapter 190, Florida Statutes, as amended ("Grantor"), whose post office address is 984 Old Mill Run, The Villages, FL 32162 to **CW4, INC.**, a Florida corporation ("Grantee"), whose address is P.O. Box 680, Oxford, Florida, 34484.

### RECITALS

A. The Grantor is the fee simple owner of the property described and depicted in the attached Exhibit A, to be referred to as the "Easement Area".

B. At this time, the Grantor wishes to grant to the Grantee, together with assignees and licensees of Grantee, a non-exclusive perpetual easement over, under, in, on, upon, across, and through the Easement Area for the benefit of the property owned by Grantee and described in Exhibit "B" attached hereto ("Benefitted Property"), for the construction, installation, operation, maintenance, alteration, upgrade, repair, relocation and removal of underground utility systems, along with rights of ingress and egress for such purposes.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, Ten and No/100ths Dollars (\$10.00), and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby covenant and agree as follows:

1. **Recitals.** The statements contained in the recitals of fact set forth above (the "Recitals") are true and correct and the Recitals are, by this reference, made a part of this Agreement.

2. **Easement.** The Grantor hereby grants to Grantee, together with its successors, assigns and licensees, a non-exclusive perpetual easement ("Easement") over, under, in, on, upon, across, and through the Easement Area, as specifically described and depicted in Exhibit "A" for the benefit of the Benefitted Property for the construction, installation, operation and maintenance of underground utility systems (the "Utility Systems"). Without limiting the generality of the foregoing, but subject to the limitations hereinafter set forth, the easement rights specifically include: (a) the right of perpetual ingress and egress to patrol, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove and provide access and service to the Utility Systems; (b) the right to decrease or increase, or to change the quantity and type of, the Utility Systems; and (c) all other rights and privileges reasonably necessary or convenient for the safe and efficient

installation, operation, maintenance, repair, and replacement of the Utility Systems and for the enjoyment and use of such Easement for the purposes described above. Such easement rights shall include any temporary construction easement over, across, and under such property within the Easement Area.

**3. Maintenance.** The Grantee hereby covenants and agrees to promptly repair any and all damage caused by its utilization of this Easement, or the exercise of any rights herein granted. Furthermore, all entries onto the Easement Area shall be at the risk of Grantee (and, its successors, assigns, employees, contractors, subcontractors, agents, grantees, representatives and invitees), while Grantor shall not have any liability for any injuries or damages sustained or incurred by Grantee, its successors, assigns, employees, contractors, subcontractors, agents, grantees, representatives and invitees. Grantee agrees to indemnify and hold Grantor harmless from any and all loss, claim, action, demand, or liability which may arise against Grantor or the real property underlying the Easement Area by virtue of Grantee exercising its rights pursuant to this Easement (except to the extent any of the foregoing arises out of the gross negligence or willful misconduct of Grantor, its agents, employees or contractors). Finally, this Easement shall in no way be construed as a dedication of any rights to the public.

**4. Liens.** Grantee shall not cause any lien to be filed against the Easement Area or any other property owned by Grantor or for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Area at the direction or sufferance of Grantee, its successors, assigns, employees, contractors, subcontractors, agents, grantees, representatives and invitees. If any such lien is filed against the Easement Area or any other property owned by Grantor, Grantee shall have the obligation to remove or otherwise cancel or discharge the same immediately. Grantor shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith, together with interest thereon at 10% per annum, accruing from and after the date of such expenditure until Grantor's receipt of full payment therefor.

**5. No Hazardous Waste.** Grantee shall not cause or give permission for any hazardous waste, toxic substances or related materials as defined by any laws (collectively, "Hazardous Materials") to be used, placed, misused, or disposed of upon, above or under the Easement Area, nor transport any Hazardous Materials to or from the Easement Area in violation of any applicable laws (individually, a "Hazardous Materials Activity" and collectively, the "Hazardous Materials Activities"). Grantor shall not be liable to Grantee for any Hazardous Materials Activity caused by Grantee or its permitted successors and assigns, or their respective employees, contractors, subcontractors, agents, grantees, representatives and invitees. Grantee shall be liable for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Area caused by Grantee, or in any way resulting from Grantee's (or its permitted successors and assigns, and their respective employees, contractors, subcontractors, agents, grantees, representatives and invitees) use of the Easement Area.

**6. Title.** Grantor warrants and covenants that it is lawfully seized and in possession of the real property underlying the Easement Area and has the right to convey this Easement, and that

Grantee, its successors, successors-in-title and assignees shall have quiet and peaceful possession, use, and enjoyment of this Easement.

**7. Running of Benefits and Burdens.** The provisions of this Agreement and all easements established hereby shall (subject to the terms and conditions of this Agreement) constitute covenants running with, and shall be appurtenant to, the land affected. All provisions of this Agreement and all easements established hereby shall inure to the benefit of and be binding upon any person or entity which has, or obtains, an interest in the benefited or burdened land. References herein to "Grantor" and "Grantee" shall refer to Grantor or Grantee and their respective successors and assigns, as the case may be.

**8. Not a Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Benefitted Parcel or the Easement Area to the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement and the grant and reservation set forth herein shall be strictly limited to and for the purposes herein expressed.

**9. Severability.** If any clause, sentence, or other portion of the terms, conditions, covenants, and restrictions of this Agreement become illegal, null, or void for any reason or are held by any court of competent jurisdiction to be so, the remaining portions hereof shall remain in full force and effect.

**10. Enforcement.** In the event of any violation or threatened violation of the provisions of this Agreement, the aggrieved party shall have the right to seek to enjoin such violation or threatened violation in a court of competent jurisdiction, in addition to any other remedies available at law or in equity, and the prevailing party in any action or proceeding shall recover from the other party any attorneys' fees and costs incurred in such action or proceeding, including, without limitation, attorneys' fees and costs in any trial, appellate, bankruptcy, and post-judgment proceedings.

**11. Further Assurances.** The parties covenant and agree that subsequent to the execution and delivery of this Agreement, and without any additional consideration, each party will execute and deliver any further legal instruments and perform any acts that are or may become reasonably necessary to effectuate the purposes of this Agreement, as applicable.

**12. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida, both substantive and remedial, but without considering such state's conflict of laws rules.

**13. Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto fixed their hand and seal this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

**VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 10**, a community development district created pursuant to Chapter 190, Florida Statutes, as amended

Witness: [Signature]

Name Printed: Lawrence C. Blocker

Witness: [Signature]

Name Printed: Brittany Wilson

By: [Signature]

Name: John Miller

Its: Chairman

STATE OF FLORIDA

COUNTY OF Sumter

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 20th day of April 2023 by John Miller, as Chairman of Villages Center Community Development District, a community development district created pursuant to Chapter 190, Florida Statutes, as amended, on its behalf. He/She is personally known to me or has produced as identification.



[Signature]  
Jennifer Farlow  
Commission No. HH168565

Witness: [Signature]  
Name Printed: Richard Biscione  
Witness: Philip H. Smith  
Name Printed: Philip H. Smith

GRANTEE:  
CW4, Inc., a Florida corporation  
By: [Signature]  
Name: Christoph Bailey Jr  
As Its: President

STATE OF FLORIDA  
COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 16th day of February, 2023 by C. Winston Bailey, Jr., as President of CW4, Inc., a Florida corporation, on its behalf. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
(Notary Signature)  
Stacy Boney  
(Notary Name Printed)  
NOTARY PUBLIC  
Commission No. HH 243581

(NOTARY SEAL)



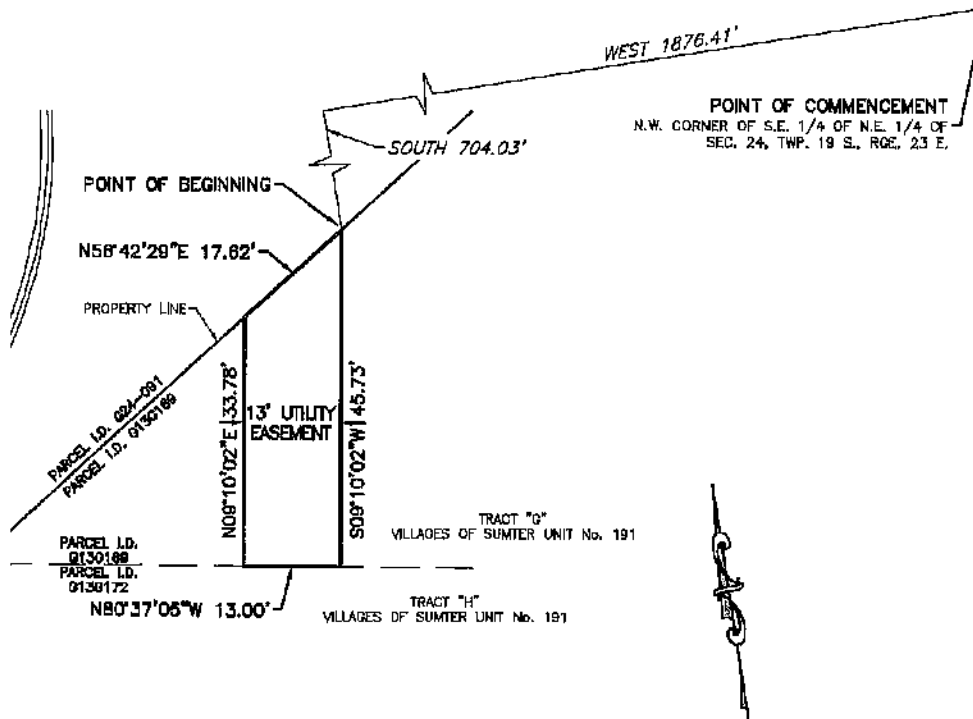
**Exhibit "A" Easement**



SKETCH OF LEGAL DESCRIPTION

UTILITY EASEMENT

"EXHIBIT A"



**LEGEND**

SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
R	RADIUS
D or Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
LC	LENGTH OF CHORD

- NOTES:**
1. THIS SKETCH OF LEGAL DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY.
  2. THE LEGAL DESCRIPTION SHOWN HEREON WAS WRITTEN BY THE SURVEYOR BASED ON THE DEED LEGAL DESCRIPTION FOR THE PARENT PARCEL AND PER INSTRUCTIONS FROM THE CLIENT.

**LEGAL DESCRIPTION:**

AN EASEMENT LYING IN SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24; THENCE WEST 1876.41 FEET; THENCE SOUTH 704.03 FEET TO THE POINT OF BEGINNING; THENCE S09°10'02"W, 45.73 FEET; THENCE N80°37'05"W, 13.00 FEET; THENCE N09°10'02"E, 33.78 FEET; THENCE N56°42'29"E, 17.62 FEET TO THE POINT OF BEGINNING.

Rodney K  
 Rogers

Digitally signed by  
 Rodney K Rogers  
 Date: 2021.09.09 11:19:55  
 -04'00'

RODNEY K. ROGERS      DATE  
 PROFESSIONAL SURVEYOR & MAPPER  
 REGISTRATION NO. 5274  
 STATE OF FLORIDA

**ROGERS ENGINEERING, LLC**  
 Civil Engineering & Land Surveying

• 1105 S.E. 3rd Avenue • Ocala, Florida 34471  
 • Ph. (352) 622-9214 • Lic. Bus. #4074

SCALE 1" = 20'	DATE 8/13/2021
-------------------	-------------------



**Exhibit "B"**  
**Benefitted Property**



Prepared by and after  
recording return to:

Bryan L. Putnal, Esquire  
Smith Hulsey Busey, P.A.  
One Independent Drive, Suite 3300  
Jacksonville, Florida 32202

## GRANT OF EASEMENT

This Grant of Easement ("Agreement") is made this 20<sup>th</sup> day of April, 2023 by **VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 10**, a community development district created pursuant to Chapter 190, Florida Statutes, as amended ("Grantor"), whose post office address is 984 Old Mill Run, The Villages, FL 32162 to **CW4, INC.**, a Florida corporation ("Grantee"), whose address is P.O. Box 680, Oxford, Florida, 34484.

### RECITALS

A. The Grantor is the fee simple owner of the property described and depicted in the attached Exhibit A, to be referred to as the "Easement Area".

B. At this time, the Grantor wishes to grant to the Grantee, together with assignees and licensees of Grantee, a non-exclusive perpetual easement over, under, in, on, upon, across, and through the Easement Area for the benefit of the property owned by Grantee and described in Exhibit "B" attached hereto ("Benefitted Property"), for the construction, installation, operation, maintenance, alteration, upgrade, repair, relocation and removal of underground utility systems, along with rights of ingress and egress for such purposes.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, Ten and No/100ths Dollars (\$10.00), and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby covenant and agree as follows:

1. **Recitals.** The statements contained in the recitals of fact set forth above (the "Recitals") are true and correct and the Recitals are, by this reference, made a part of this Agreement.

2. **Easement.** The Grantor hereby grants to Grantee, together with its successors, assigns and licensees, a non-exclusive perpetual easement ("Easement") over, under, in, on, upon, across, and through the Easement Area, as specifically described and depicted in Exhibit "A" for the benefit of the Benefitted Property for the construction, installation, operation and maintenance of underground utility systems (the "Utility Systems"). Without limiting the generality of the foregoing, but subject to the limitations hereinafter set forth, the easement rights specifically include: (a) the right of perpetual ingress and egress to patrol, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove and provide access and service to the Utility Systems; (b) the right to decrease or increase, or to change the quantity and type of, the Utility Systems; and (c) all other rights and privileges reasonably necessary or convenient for the safe and efficient

installation, operation, maintenance, repair, and replacement of the Utility Systems and for the enjoyment and use of such Easement for the purposes described above. Such easement rights shall include any temporary construction easement over, across, and under such property within the Easement Area.

**3. Maintenance.** The Grantee hereby covenants and agrees to promptly repair any and all damage caused by its utilization of this Easement, or the exercise of any rights herein granted. Furthermore, all entries onto the Easement Area shall be at the risk of Grantee (and, its successors, assigns, employees, contractors, subcontractors, agents, grantees, representatives and invitees), while Grantor shall not have any liability for any injuries or damages sustained or incurred by Grantee, its successors, assigns, employees, contractors, subcontractors, agents, grantees, representatives and invitees. Grantee agrees to indemnify and hold Grantor harmless from any and all loss, claim, action, demand, or liability which may arise against Grantor or the real property underlying the Easement Area by virtue of Grantee exercising its rights pursuant to this Easement (except to the extent any of the foregoing arises out of the gross negligence or willful misconduct of Grantor, its agents, employees or contractors). Finally, this Easement shall in no way be construed as a dedication of any rights to the public.

**4. Liens.** Grantee shall not cause any lien to be filed against the Easement Area or any other property owned by Grantor or for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Area at the direction or sufferance of Grantee, its successors, assigns, employees, contractors, subcontractors, agents, grantees, representatives and invitees. If any such lien is filed against the Easement Area or any other property owned by Grantor, Grantee shall have the obligation to remove or otherwise cancel or discharge the same immediately. Grantor shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith, together with interest thereon at 10% per annum, accruing from and after the date of such expenditure until Grantor's receipt of full payment therefor.

**5. No Hazardous Waste.** Grantee shall not cause or give permission for any hazardous waste, toxic substances or related materials as defined by any laws (collectively, "Hazardous Materials") to be used, placed, misused, or disposed of upon, above or under the Easement Area, nor transport any Hazardous Materials to or from the Easement Area in violation of any applicable laws (individually, a "Hazardous Materials Activity" and collectively, the "Hazardous Materials Activities"). Grantor shall not be liable to Grantee for any Hazardous Materials Activity caused by Grantee or its permitted successors and assigns, or their respective employees, contractors, subcontractors, agents, grantees, representatives and invitees. Grantee shall be liable for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Area caused by Grantee, or in any way resulting from Grantee's (or its permitted successors and assigns, and their respective employees, contractors, subcontractors, agents, grantees, representatives and invitees) use of the Easement Area.

**6. Title.** Grantor warrants and covenants that it is lawfully seized and in possession of the real property underlying the Easement Area and has the right to convey this Easement, and that

Grantee, its successors, successors-in-title and assignees shall have quiet and peaceful possession, use, and enjoyment of this Easement.

**7. Running of Benefits and Burdens.** The provisions of this Agreement and all easements established hereby shall (subject to the terms and conditions of this Agreement) constitute covenants running with, and shall be appurtenant to, the land affected. All provisions of this Agreement and all easements established hereby shall inure to the benefit of and be binding upon any person or entity which has, or obtains, an interest in the benefited or burdened land. References herein to "Grantor" and "Grantee" shall refer to Grantor or Grantee and their respective successors and assigns, as the case may be.

**8. Not a Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Benefitted Parcel or the Easement Area to the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement and the grant and reservation set forth herein shall be strictly limited to and for the purposes herein expressed.

**9. Severability.** If any clause, sentence, or other portion of the terms, conditions, covenants, and restrictions of this Agreement become illegal, null, or void for any reason or are held by any court of competent jurisdiction to be so, the remaining portions hereof shall remain in full force and effect.

**10. Enforcement.** In the event of any violation or threatened violation of the provisions of this Agreement, the aggrieved party shall have the right to seek to enjoin such violation or threatened violation in a court of competent jurisdiction, in addition to any other remedies available at law or in equity, and the prevailing party in any action or proceeding shall recover from the other party any attorneys' fees and costs incurred in such action or proceeding, including, without limitation, attorneys' fees and costs in any trial, appellate, bankruptcy, and post-judgment proceedings.

**11. Further Assurances.** The parties covenant and agree that subsequent to the execution and delivery of this Agreement, and without any additional consideration, each party will execute and deliver any further legal instruments and perform any acts that are or may become reasonably necessary to effectuate the purposes of this Agreement, as applicable.

**12. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida, both substantive and remedial, but without considering such state's conflict of laws rules.

**13. Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto fixed their hand and seal this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

**VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 10**, a community development district created pursuant to Chapter 190, Florida Statutes, as amended

Witness: [Signature]

Name Printed: Kenneth C. Opoka

Witness: [Signature]

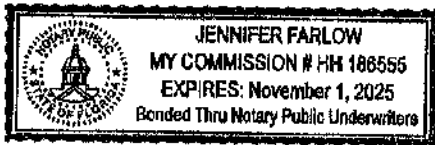
Name Printed: Brittney Wilson

By: [Signature]  
Name: John Miller  
Its: Chairman

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 20<sup>th</sup> day of April 2023 by John Miller Chairman of Villages Center Community Development District, a community development district created pursuant to Chapter 190, Florida Statutes, as amended, on its behalf. He/She is personally known to me or has produced [Signature] as identification.



[Signature]  
Jennifer Farlow  
Commission No. HH186555

GRANTEE:

CW4, Inc., a Florida corporation

Witness: [Signature]

By: [Signature]  
Name: C. Winston Bailey, Jr.  
As Its: President

Name Printed: Richard B. [Signature]

Witness: [Signature]

Name Printed: Philip H. Smith

STATE OF FLORIDA

COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 16<sup>th</sup> day of February, 2023 by C. Winston Bailey, Jr., as President of CW4, Inc., a Florida corporation, on its behalf. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
(Notary Signature)

(NOTARY SEAL)

Stacy Boney  
(Notary Name Printed)  
NOTARY PUBLIC



Commission No. HH 243581

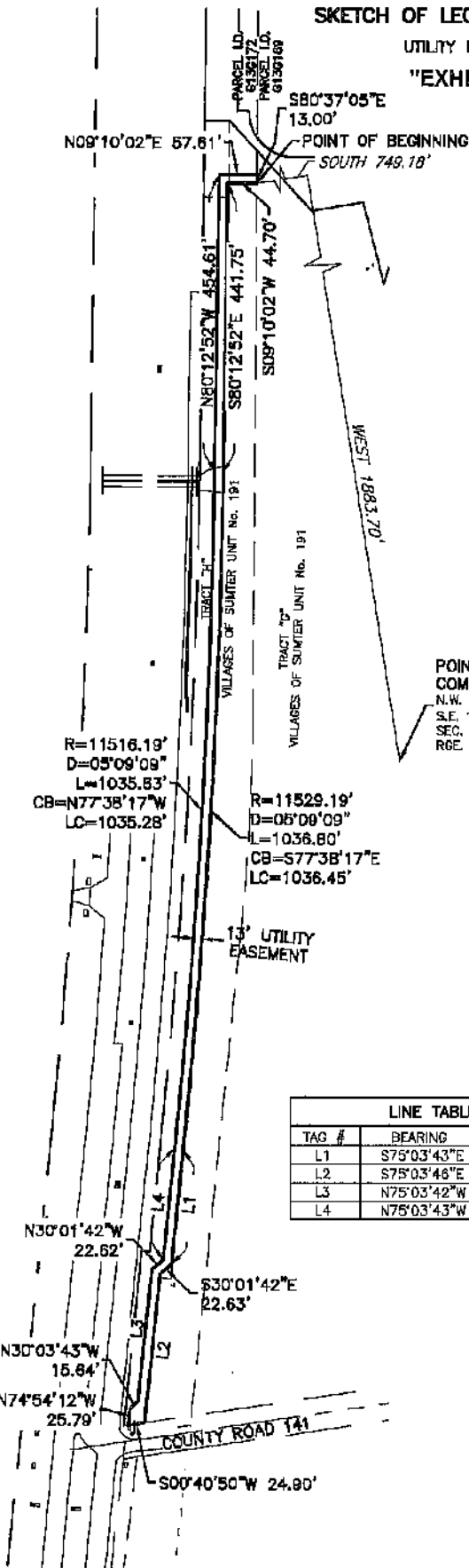


**Exhibit "A" Easement**

SKETCH OF LEGAL DESCRIPTION

UTILITY EASEMENT

"EXHIBIT A"



LEGAL DESCRIPTION:

AN EASEMENT LYING IN SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMNER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24; THENCE WEST 1883.70 FEET; THENCE SOUTH 749.18 FEET TO THE POINT OF BEGINNING; THENCE S09°10'02"W, 44.70 FEET; THENCE S80°12'52"E, 441.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTH, HAVING A RADIUS OF 11529.19 FEET AND A CENTRAL ANGLE OF 05°09'09"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 1038.80 FEET (CHORD BEARING AND DISTANCE OF S77°38'17"E, 1036.45 FEET); THENCE S75°03'43"E, 176.90 FEET; THENCE S30°01'42"E, 22.63 FEET; THENCE S75°03'46"E, 228.84 FEET; THENCE S00°40'50"W, 24.90 FEET; THENCE N74°54'12"W, 25.79 FEET; THENCE N30°03'43"W, 15.84 FEET; THENCE N75°03'42"W, 203.51 FEET; THENCE N30°01'42"W, 22.62 FEET; THENCE N75°03'43"W, 171.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTH, HAVING A RADIUS OF 11516.19 FEET AND A CENTRAL ANGLE OF 05°09'09"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 1035.83 FEET (CHORD BEARING AND DISTANCE OF N77°38'17"W, 1035.28 FEET); THENCE N80°12'52"W, 454.61 FEET; THENCE N08°10'02"E, 57.81 FEET; THENCE S80°37'05"E, 13.00 FEET TO THE POINT OF BEGINNING.

POINT OF COMMENCEMENT  
 N.W. CORNER OF  
 S.E. 1/4 OF N.E. 1/4  
 SEC. 24, TWP. 19 S.,  
 RGE. 23 E.

LEGEND

SEC. SECTION  
 TWP. TOWNSHIP  
 RGE. RANGE  
 R RADIUS  
 D or Δ CENTRAL ANGLE  
 L ARC LENGTH  
 CB CHORD BEARING  
 LC LENGTH OF CHORD

LINE TABLE		
TAG #	BEARING	DISTANCE
L1	S75°03'43"E	176.90'
L2	S75°03'46"E	228.84'
L3	N75°03'42"W	203.51'
L4	N75°03'43"W	171.51'

NOTES:

1. THIS SKETCH OF LEGAL DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE LEGAL DESCRIPTION SHOWN HEREON WAS WRITTEN BY THE SURVEYOR BASED ON THE DEED LEGAL DESCRIPTION FOR THE PARENT PARCEL AND PER INSTRUCTIONS FROM THE CLIENT.

Rodney K Rogers  
 Digitally signed by Rodney K Rogers  
 Date: 2021.09.09 09:57:41 -04'00

RODNEY K. ROGERS DATE  
 PROFESSIONAL SURVEYOR & MAPPER  
 REGISTRATION NO. 5274  
 STATE OF FLORIDA

**ROGERS ENGINEERING, LLC**  
 Civil Engineering & Land Surveying

• 1105 S.E. 3rd Avenue • Ocala, Florida 34471  
 • Ph. (352) 622-9214 • Lic. Bus. #4074

SCALE  
 1" = 200'

DATE  
 8/13/2021

**Exhibit "B"**  
**Benefitted Property**





December 22, 2023

CW4, Inc.  
Attn: C. Winston Bailey, Jr.  
3649 County Road 214  
Oxford, FL 34484

Subject: Bulk Service Reservation  
Parcel ID – G24-023

Dear Mr. Bailey,

Please accept this letter as a capacity reservation for bulk service of Sumter County Parcel G24-023 from North Sumter County Utility Dependent District - Central Sumter Utility (NSCUDD – CSU) for water and wastewater services.

Subject to the conditions below, NSCUDD – CSU will provide water and wastewater services no greater than the following capacities:

**Average Annual Daily : 65,000 GPD**  
**Peak Hour Flow (Wastewater) : 222,750 GPD**

The capacity reservation will be available for use on the above mentioned parcel, as shown on Exhibit A, and is not transferable to any other parcel. The actual approved usage must be demonstrated and agreed upon. Any reservation capacity above the agreed usage will revert to NSCUDD – CSU and not continue to be available. This capacity reservation replaces, and is not in addition to, the reserved capacity previously provided to this parcel pursuant to the letter dated December 12, 2021.

NSCUDD - CSU provides no guarantee of peak hour potable flows or fire flow conditions, it is the owner's responsibility to perform required testing to determine the available peak hour and fire flows at the property. Any onsite improvements needed to meet peak hour or fire flow conditions are the responsibility of the owner.

This is a bulk service reservation. NSCUDD – CSU will not be responsible for the cost or performance of design, construction, ownership or maintenance of any infrastructure outside their current utility service boundaries, including any distribution or collection



facilities from the point of connections to NSCUDD – CSU's presently existing systems. Metered usage will be through bulk meters at the point of connection, immediately east of Lake Deaton Plaza.

The District will require involvement during the design and construction phase of onsite and offsite improvements, that generally include approval of the proposed usage type and flow quantities, review of plans for conformance with District utility requirements, review of materials to be installed and regular inspections. Prior to placing the system in service, a utility service agreement in a form acceptable to NSCUDD must be executed and the contributions in aid of construction (CIACs) need to be paid.

This reservation capacity has a term of five (5) years. If a utility service agreement has not been executed and CIACs paid, the reserved capacity detailed above will revert to NSCUDD – CSU and not continue to be available.

If you have any questions or need any further information, please do not hesitate to contact our office at (352) 753-4747.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Brian A. Foulkes'.

Brian A Foulkes, P.E.  
Authorized Agent

## Exhibit A

### Summary

**Parcel Number** G24-023  
**Site Location** 4506 NE 90TH PLZ  
**City** WILDWOOD  
**Zip** 34785  
**Tax District** SUMTER COUNTY ( 1001)  
**Neighborhood** 1002 - County TWP 19  
**Section Twp** 24-19-23  
**Range**  
**Property Usage** AGRICULTURAL  
**Legal Description** W 1/2 OF THAT PART OF NE 1/4 OF SE 1/4 N OF RR OR 171 PG 704 OR 180 PG 01 AND ALL OF THE FOLLOWING LYING IN SEC 24 E OF CR 141: THAT PORTION OF CSX TRANSPORTATION SYSTEMS INC. RAILWAY FORMERLY THE SEABOARD AIRLINE RAILROAD AS SHOWN ON R/W AND TRACK MAP LAKE CHARM BRANCH DATED JUNE 1918 LYING BETWEEN THE LAKE COUNTY LINE BEING THE E LINE OF SEC 24 TWP 19 S RNG 24 E AND THE  
**Acres** 34.66



### Map



### Owner

[CW4 INC](#)  
 3649 CR 214  
 OXFORD, FL 34484

### Land

Line #	Use	Frontage	Depth	Units	Unit Type
1	5150M - Hay Field	0	0	34.66	AC

### Sales

Sale Date	Sale Price	Instrument	Book/Page	Qualification	Vacant/Improved	Grantee
8/1/2015	\$150,000	WARRANTY DEED	<a href="#">3004/683</a>	Q	Vacant	CW4 INC
8/28/2015	\$15,700	QUIT-CLAIM DEED	<a href="#">3004/686</a>	U	Improved	CW4 INC
11/14/2014	\$6,269,580	WARRANTY DEED	<a href="#">2889/274</a>	Q	Improved	CW4 INC
3/1/2008	\$16,000	QUIT-CLAIM DEED	<a href="#">1932/364</a>	U	Improved	LESKY RITA LOUISE
10/1/2007	\$100	CORRECTIVE DEED	<a href="#">1854/394</a>	U	Improved	LESKY RITA LOUISE
6/1/2007	\$100	QUIT-CLAIM DEED	<a href="#">1797/282</a>	U	Improved	LESKY RITA LOUISE & WALTER
5/1/2007	\$0		<a href="#">1778/613</a>	U	Improved	SHEETS DIANNA H
5/1/2004	\$0	DEATH CERTIFICATE	<a href="#">1770/189</a>	U	Improved	HICKS CHARLES F ESTATE OF
5/1/2004	\$0	DEATH CERTIFICATE	<a href="#">1375/670</a>	U	Vacant	HICKS CHARLES F ESTATE OF
7/1/1981	\$100	QUIT-CLAIM DEED	<a href="#">248/755</a>	U	Improved	HICKS CHARLES F ESTATE OF
10/1/1976	\$500	QUIT-CLAIM DEED	<a href="#">180/01</a>	U	Improved	HICKS CHARLES F ESTATE OF
2/1/1976	\$2,000	WARRANTY DEED	<a href="#">171/704</a>	U	Improved	HICKS CHARLES F ESTATE OF
6/1/1969	\$0		<a href="#">102/785</a>	U	Improved	HICKS CHARLES F ESTATE OF
11/1/1968	\$0	QUIT-CLAIM DEED	<a href="#">97/702</a>	U	Improved	HICKS CHARLES F ESTATE OF



**Valuation**

Assessed Year	2023	2022	2021	2020	2019
+ Land Value	\$138,110.00	\$138,110.00	\$138,110.00	\$138,110.00	\$138,110.00
+ Improvement Value	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Total Misc. Value	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>= Total Market Value</b>	<b>\$138,110.00</b>	<b>\$138,110.00</b>	<b>\$138,110.00</b>	<b>\$138,110.00</b>	<b>\$138,110.00</b>
- SOH/deferred	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>= Assessed Value</b>	<b>\$10,400.00</b>	<b>\$10,400.00</b>	<b>\$10,400.00</b>	<b>\$10,400.00</b>	<b>\$2,430.00</b>
- Exempt Value	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>= Taxable Value</b>	<b>\$10,400.00</b>	<b>\$10,400.00</b>	<b>\$10,400.00</b>	<b>\$10,400.00</b>	<b>\$2,430.00</b>



**TRIM Notices**

[2023 TRIM Notice \(PDF\)](#)

**PRC (2024 Working Tax Roll)**

[PRC \(PDF\)](#)

**Tax Bill**

[My Tax Bill](#)

**Property Valuation Review**

[Property Valuation Review](#)

**Estimate Taxes**

[Estimate Taxes](#)

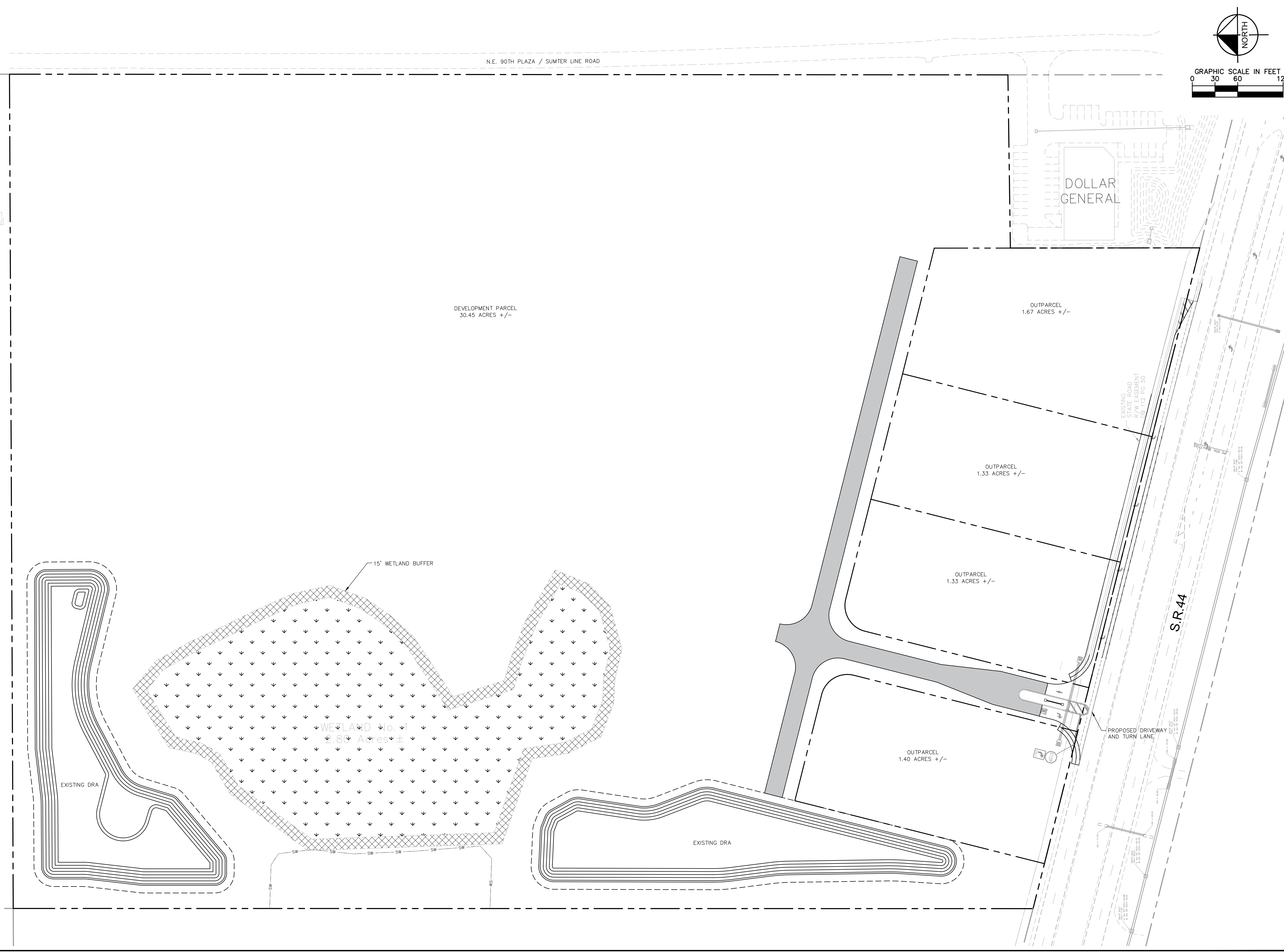
No data available for the following modules: Building Data, Miscellaneous Features, Sketch, Comp Search (Residential), Comp Search (Commercial), Comp Search (Vacant).

DISCLAIMER This information was derived from data which was compiled by the Sumter County Property Appraiser's Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. Although regularly updated, this information may not reflect the data on file  
[| User Privacy Policy](#) | [GDPR Privacy Notice](#)  
 Last Data Upload: 12/21/2023, 11:29:16 PM

[Contact Us](#)



Printed By: Cheston, Duke Sheet: SetN/A Layout: CONCEPT #3 January 15, 2024 02:44:39pm \\kimley-horn.com\EL\_OCA\Civil\142820000 - Frontier RV Park\CAD\Exhibits\COMMERCIAL CONCEPT #2.dwg  
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



SHEET NUMBER <b>EX-1</b>	SUMTER COUNTY FLORIDA		<b>CW4 MIXED USE CONCEPT PREPARED FOR CW4, INC.</b>		<b>CONCEPT PLAN</b>		KHA PROJECT 142820000 DATE JANUARY 2024 SCALE AS SHOWN DESIGNED BY KHA DRAWN BY KHA CHECKED BY RVB DATE	LICENSED PROFESSIONAL <b>RICHARD V. BUSCHÉ</b> FLORIDA LICENSE NUMBER 58568	 © 2024 KIMLEY-HORN AND ASSOCIATES, INC. 101 EAST SILVER SPRINGS, SUITE 200, Ocala, FL 33470 WWW.KIMLEY-HORN.COM PHONE 352-438-5000 REGISTRY NO. 35106	NOT FOR CONSTRUCTION 00-00-00 KHA No. REVISIONS DATE BY
	00-00-00 KHA NOT FOR CONSTRUCTION No. REVISIONS DATE BY									

18.50 Rec  
70 Doc  
2.000004  
21.20

01-GWD02-09/01

May 13, 2014

This instrument prepared by

ROBIN D DERR

Under the direction of

FREDRICK W LOOSE, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

Res Melvin

PARCEL NO 145

SECTION 18070-2518

F P NO

STATE ROAD 44

COUNTY SUMTER

Inst 201460016674 Date 5/28/2014 Time 2 51 PM  
Doc Stamp-Deed 0 70  
DC Gloria R Hayward Sumter County Page 1 of 2 B 2784 P 682

A

**RIGHT OF WAY DEED**

THIS DEED Made the 16TH day of MAY, 2014, by THE VILLAGES OF LAKE-SUMTER INC, a Florida Corporation, grantor(s), to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, grantee (wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors, and assigns of organizations)

WITNESSETH That the grantor, for and in consideration of the sum of \$1 00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Sumter County, Florida, viz

PARCEL NO 145

SECTION 18070-2518

A PARCEL OF LAND LYING IN SECTIONS 23 AND 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, ALSO BEING A PORTION OF THE FORMER CSX TRANSPORTATION, INC RIGHT-OF-WAY (FORMERLY SEABOARD AIR LINE RAILWAY) AS DESCRIBED IN OFFICIAL RECORDS BOOK 1968, PAGE 252, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, AND AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 18070-2518 SAID PARCEL DESCRIBED AS FOLLOWS

COMMENCE AT NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 24, THENCE S00°43'15"W, ALONG THE WEST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 1,799 90 FEET TO THE POINT OF BEGINNING, THENCE DEPARTING SAID WEST LINE S80°39'16"E, 1,343 71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 68,788 94 FEET, THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°25'15", AN ARC DISTANCE OF 505 25 FEET TO THE POINT OF TANGENCY, THENCE S80°14'01"E, 857 20 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 11,493 19 FEET, THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°09'09", AN ARC DISTANCE OF 1,033 56 FEET TO THE POINT OF TANGENCY, THENCE S75°04'52"E, 160 88 FEET, THENCE S14°55'08"W, 11 73 FEET TO A POINT ON THE SOUTHERLY RAILROAD RIGHT OF WAY LINE OF CSX TRANSPORTATION, INC PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 18070-2518, THE FOLLOWING SIX (6) COURSES BEING ALONG SAID SOUTHERLY RAILROAD RIGHT OF WAY LINE OF CSX TRANSPORTATION, INC , THENCE N75°08'11"W, 492 69 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 3,457 76 FEET, THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°30'54", AN ARC DISTANCE OF 332 83 FEET TO THE POINT OF TANGENCY, THENCE N80°37'05"W, 3,070 65 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23, THENCE N00°43'15"E, ALONG SAID EAST LINE A DISTANCE OF 10 12 FEET, THENCE N80°37'05"W, 1,331 49 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 23, THENCE N00°37'01"E, ALONG SAID WEST LINE A DISTANCE OF 12 94 FEET, THENCE DEPARTING SAID WEST LINE S80°39'16"E, 1,331 39 FEET TO THE POINT OF BEGINNING

CONTAINING 2 11 ACRES MORE OR LESS

THIS LEGAL DESCRIPTION PREPARED UNDER THE DIRECTION OF  
KAYE M JAMESON, P S M  
FLORIDA REGISTRATION NUMBER 5912  
FARNER, BARLEY & ASSOCIATES, INC - L B NO 4709  
4450 N E 83<sup>RD</sup> ROAD - WILDWOOD, FL 34785  
MARCH 21, 2014

PARCEL NO 145  
SECTION 18070-2518  
F P NO  
PAGE 2

Inst 201460016674 Date 5/28/2014 Time 2:51 PM  
Doc Stamp-Deed 0.70  
DC Gloria R. Hayward Sumter County Page 2 of 2 B 2784 P 683

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining

TO HAVE AND TO HOLD, the same in fee simple forever

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple, that the grantor has good right and lawful authority to sell and convey said land, that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written

ATTEST John F. Morse  
Its \_\_\_\_\_ Secretary

THE VILLAGES OF LAKE-SUMTER INC, a  
a Florida Corporation  
By [Signature]  
Its President

Signed, sealed and delivered in the presence of Two witnesses or Corporate Seal required by Florida Law

ADDRESS OF GRANTOR  
1020 Lake Sumter Landing  
The Villages, FL 32162

[Signature]  
SIGNATURE LINE  
PRINT/TYPE NAME Erick Langenbrunner

[Signature]  
SIGNATURE LINE  
PRINT/TYPE NAME Meg Mosher

(Corporate Seal)

STATE OF Florida

COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 16 day of May, 2014, by Mark G. Morse, President of The Villages of Lake-Sumter Inc, a Florida Corporation, on behalf of the Corporation, who is personally known to me or who has produced as identification



MEG MOSHER  
MY COMMISSION # EE 212338  
EXPIRES: July 26, 2016  
Bonded thru Budget Notary Services

[Signature]  
PRINT/TYPE NAME Meg Mosher  
Notary Public in and for the  
County and State last aforesaid  
My Commission Expires \_\_\_\_\_  
Serial No. if any \_\_\_\_\_

THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:

Jeremy Holt, Esquire  
Mc LIN BUNSEN  
1028 Lake Sumter Landing  
The Villages, Florida 32162  
(352) 259-5011

Property Appraiser's Parcel Identification No.  
A portion of G24-077

For Recording Purposes Only

### UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (this "Agreement") is made as of the 21<sup>st</sup> day of November, 2018 (the "Effective Date") by DAVID O. WALSTON, whose address is 6206 Ashbury Palms Drive, Tampa, Florida 33677 (the "Grantor"), to and in favor of CW4, INC., a Florida corporation, whose mailing address is 3649 County Road 214, Oxford, Florida 34484 (the "Grantee") (Grantor and Grantee are sometimes together referred to herein as the "Parties", and separately as a "Party").

### WITNESSETH:

WHEREAS, Grantee seeks to construct, or cause the construction of certain underground sanitary sewer, potable water and fire hydrant facilities (collectively, the "Facilities"), within that certain real property owned by Grantor being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Easement Area") for the use and benefit of the real property owned by Grantee being more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Dominant Estate"); and

WHEREAS, Grantor now desires to give, grant, and convey in favor of Grantee a perpetual, non-exclusive easement on, upon, over, under, across and through the Easement Area for the limited purpose of constructing, installing, using, maintaining, repairing, replacing, and restoring the Facilities upon such terms and conditions as more specifically set forth herein.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by Grantee to the Grantor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Creation of Perpetual Easement. Grantor hereby gives, grants and conveys in favor of Grantee a perpetual, non-exclusive easement (the "Easement") on, upon, over, under, across and through the Easement Area for the limited purpose of constructing, installing, using, maintaining, repairing, replacing, and restoring the Facilities for the provision of potable water, sanitary sewer services and fire hydrant services. This Easement is appurtenant to, and shall run with, title to the Dominant Estate.

3. Repair and Maintenance. Grantee shall construct, install, maintain, repair, replace, and restore the Facilities and shall keep the same in good order and repair in accordance with all applicable governmental requirements and at no cost to Grantor. Grantee, at Grantee's sole cost and expense, shall have the right to cut, clear and remove from the Easement Area, any trees, limbs, undergrowth or other physical objects which, in the reasonable judgment of Grantee, may endanger or unreasonably interfere with the installation, use, operation or maintenance of the Facilities; provided, however, that Grantee agrees to commence and diligently pursue the replacement or restoration of any trees, undergrowth, sidewalk, or other physical objects that do not endanger or unreasonably interfere with the installation, use, operation or maintenance of the Facilities or that are not inconsistent with the rights herein granted to Grantee within a reasonable time period. Notwithstanding the foregoing, Grantee's replacement and restoration obligations for landscaping shall be limited to an obligation to replace and restore such landscaping or sidewalk to Sumter County's standards and shall not include an obligation to restore to exotic or enhanced landscaping standards.

4. Insurance. Grantee shall exercise all rights, privileges, and obligations hereunder at its own risk and expense. Throughout the term of this Easement, Grantee shall provide and maintain, and shall require its contractors (if any) to provide and maintain, such general liability, automobile liability, and workers' compensation insurance or self-insurance as required as may be necessary to protect Grantee and Grantor from losses which may arise out of or be related in any way to this Easement. All such insurance or self-insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by Grantor. Upon request of Grantor, Grantee shall furnish evidence of such insurance or self-insurance to Grantor.

5. Indemnity. To the extent permitted by law, Grantee shall defend, indemnify, and hold harmless Grantor, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, fines, costs and expenses (including attorney's fees prior to and upon appeal) or any kind or nature whatsoever related to this Easement to the extent arising out of or to the extent caused by any negligent act or omission of Grantee, its directors, officers, or employees, acting within the scope of their employment for the Grantee. The provisions of this paragraph shall survive the termination of this Easement.

6. Compliance with Laws. Any rights granted hereunder shall be exercised only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto.

7. Obligations of Grantee and Grantor. The Parties covenant and agree that neither Party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

8. No Public Dedication. Nothing contained in this Agreement shall create or shall be deemed to create any easements or use rights in the general public or constitute a public dedication for any public use other than the use set forth in Section 2 hereof.

9. Beneficiaries of Easement Rights. The Easement set forth in this Agreement shall be for the benefit and use of Grantee and its successors and assigns, and their, agents, employees, consultants, representatives, contractors (and their subcontractors, employees and materialmen), and shall be binding upon the Easement Area and shall be a covenant running with the title to the Easement Area.



The Easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Area for its intended purpose, including, specifically, the right of entry within the Easement Area for purposes of maintenance, operation, repair and construction of the Facilities within the Easement Area, subject to the limitations set forth herein. Grantee may increase its use of the Easement, change the location of Facilities within the Easement Area, or modify the size of the Facilities within the Easement Area as it may determine in its sole discretion from time to time without paying any additional compensation to Grantor, or its successors or assigns, provided Grantee does not expand its use of the Easement beyond the boundaries of the Easement Area.

10. Assignment and Termination. Grantee may not assign its rights and obligations under this Agreement except to the extent authorized in Paragraph 9, hereof.

11. Amendments. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by an instrument in writing duly executed by all Parties, without joinder of any other parties being required, except as otherwise provided herein, and recorded in the Public Records of Sumter County, Florida.

12. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) one day after depositing with a nationally recognized overnight courier service, or (ii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, local Orlando, Florida time), to the address listed above or to such other address as either Party may from time to time designate by written notice in accordance with this paragraph.

13. Liens. Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area or any other real property in connection with the exercise of rights hereunder.

14. Use of Easement Area. It is acknowledged and agreed that the Easement granted under this Agreement is a non-exclusive easement; provided, however, Grantee shall not exercise its easement rights granted herein in any manner which unreasonably interferes with or unreasonably disrupts Grantor's operations on any of Grantor's property adjacent to or within the vicinity of the Easement Area.

15. Attorneys' Fees. Should any action be brought arising out of this Agreement, including, without limitation, any action for declaratory or injunctive relief, or any action for the enforcement hereof, each party shall be responsible for their own attorney's fees.

16. Miscellaneous. This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the United States of America and the State of Florida. Venue for any proceeding brought hereunder shall be Sumter County, Florida. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement





requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. The rights, privileges and easements granted and conveyed hereunder shall be a burden upon the Easement Area and exist for the benefit of Grantee and shall run with title to the Easement Area.

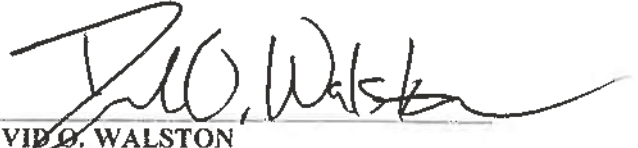
*[SIGNATURE PAGE FOLLOWS]*

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

Signed, sealed and delivered  
in the presence of:

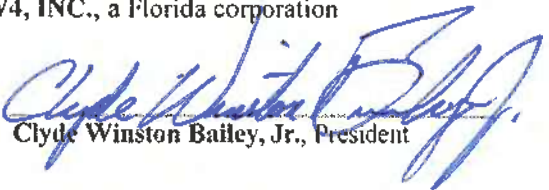
  
Print Name: JOANNE A NANTZ  
  
Print Name: Priscilla Duttenhaver


"GRANTOR"

  
DAVID O. WALSTON

"GRANTEE"

CW4, INC., a Florida corporation

By:   
Clyde Winston Bailey, Jr., President

  
Print Name: Monica Grace  
  
Print Name: Rosemary Slater

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of November, 2018, by  
DAVID O. WALSTON.

Priscilla Duttenhaver

Signature of Notary Public

Priscilla Duttenhaver

(Print Notary Name)

My Commission Expires: 11/3/2022

Commission No.:

Personally known, or

Produced Identification

Type of Identification Produced

Fla Driver's License

AFFIX NOTARY STAMP



PRISCILLA DUTTENHAVER  
Commission # GG 238495  
Expires November 3, 2022  
Bonded Thru Budget Notary Services

STATE OF FLORIDA  
COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 21 day of November, 2018, by  
Clyde Winston Bailey, Jr., as President of CW4, INC., a Florida corporation, on behalf of the  
corporation.

Rosemary Slater

Signature of Notary Public

Rosemary Slater

(Print Notary Name)

My Commission Expires: 10/12/2021

Commission No.:

Personally known, or

Produced Identification

Type of Identification Produced

Fla Drivers License

AFFIX NOTARY STAMP



ROSEMARY B SLATER  
Commission # GG 128988  
Expires October 12, 2021  
Bonded Thru Budget Notary Services

**EXHIBIT "A"**  
**Walston Property**

THE WEST ½ OF THE WEST ½ OF THE SE ¼ OF THE NE ¼ OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, IN SUMTER COUNTY, FLORIDA, LESS THE NORTH 946.78 FEET THEREOF. ALSO LESS THE WEST 25 FEET THEREOF FOR COUNTY ROAD RIGHT-OF-WAY. ALL LYING NORTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE S.C.L. RAILROAD.

AND

THAT PART OF THE RAILROAD RIGHT-OF-WAY LYING IN THAT PART OF THE SW ¼ OF SE ¼ OF THE NE ¼ AND THAT PART OF THE NW ¼ OF THE NE ¼ OF THE SE ¼ ALL LYING IN SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF THE SE ¼ OF THE NE ¼ OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, AND RUN N89°37'25" E. ALONG THE NORTH LINE OF THE SE ¼ OF NE ¼ OF SECTION 24, A DISTANCE OF 25.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 25 FEET OF THE SE ¼ OF THE NE ¼ OF SECTION 24, THENCE S00°19'27" W. ALONG THE EAST LINE OF THE WEST 25 FEET OF THE SE ¼ OF THE NE ¼ A DISTANCE OF 1156.48 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF RAILROAD AND THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING RUN S75°26'45" E. ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF RAILROAD 352.93 FEET TO A POINT ON THE EAST LINE OF THE WEST ½ OF THE SE ¼ OF THE NE ¼ OF THE AFOREMENTIONED SECTION 24, THENCE S00°20'43" W. ALONG THE EAST LINE OF THE WEST ½ OF THE WEST ½ OF THE SE ¼ OF THE NE ¼ A DISTANCE OF 91.19 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, THENCE N74°47'18" W. ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 44 A DISTANCE OF 353.95 FEET TO A POINT ON THE EAST LINE OF THE WEST 25 FEET OF THE SE ¼ OF THE NE ¼ OF SECTION 24, THENCE N00°19'27" E. ALONG THE EAST LINE OF THE WEST 25 FEET OF THE SE ¼ OF THE NE ¼ A DISTANCE OF 87.01 FEET TO THE POINT OF BEGINNING.

AND

THAT PORTION OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; ALSO BEING A PORTION OF THE C.S.X TRANSPORTATION SYSTEMS, INC. RAILWAY (FORMERLY THE SEABOARD AIRLINE RAILROAD) AS SHOWN ON THE RIGHT-OF-WAY AND TRACK MAP, LAKE CHARM BRANCH, DATED JUNE, 1918 DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF THE SE ¼ OF THE NE ¼ OF SAID SECTION 24, RUN S00°19'27" W. ALONG WEST LINE OF THE SE ¼ OF THE NE ¼ OF SECTION 24 A DISTANCE OF 1156.48 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID RAILROAD, AND THE POINT OF BEGINNING FOR THIS DESCRIPTION; FROM POINT OF BEGINNING RUN S75°26'45" E. ALONG THE NORTHERLY RIGHT-OF-WAY THEROF 377.93 FEET TO THE EAST LINE OF THE WEST ½ OF THE WEST ½ OF THE SE ¼ OF THE NE ¼ OF THE AFOREMENTIONED SECTION 24, THENCE S00°20'43" W. ALONG SAID EAST LINE A DISTANCE OF 103.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID RAILROAD, THENCE N75°26'45" W. ALONG RIGHT-OF-WAY, A DISTANCE OF 377.89 FEET, TO THE WEST

LINE OF THE SE ¼ OF THE NE ¼ OF SECTION 24, THENCE N00°19'27" W. ALONG SAID WEST  
LINE OF THE SE ¼ OF THE NE ¼ OF SECTION 24 A DISTANCE OF 103.17 FEET TO THE POINT  
OF BEGINNING, LESS RIGHT-OF-WAY FOR COUNTY ROAD 141.

EXHIBIT "B"  
CW4 Property

LEGAL DESCRIPTION

THE EAST 3/4 OF THE S.E. 1/4 OF THE N.E. 1/4 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND

THAT PORTION OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; ALSO BEING A PORTION OF THE FORMER C.S.X. TRANSPORTATION SYSTEMS, INC. RAILWAY (FORMERLY THE SEABOARD AIRLINE RAILROAD) AS SHOWN ON THE RIGHT-OF-WAY AND TRACK MAP, LAKE CHARM BRANCH, DATED JUNE, 1918 DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE S.E. 1/4 OF THE N.E. 1/4 OF SAID SECTION 24, AND RUN N89°37'25"E, ALONG THE NORTH LINE OF THE S.E. 1/4 OF THE N.E. 1/4 OF SECTION 24, A DISTANCE OF 25.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 25 FEET OF THE S.E. 1/4 OF THE N.E. 1/4 OF SECTION 24, THENCE S00°19'27"W, ALONG SAID EAST LINE A DISTANCE OF 1156.48 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID RAILROAD, THENCE RUN S75°26'45"E, ALONG THE NORTHERLY RIGHT-OF-WAY THEREOF, 352.93 FEET TO THE WEST LINE OF THE EAST 3/4 OF THE S.E. 1/4 OF THE N.E. 1/4 OF THE AFOREMENTIONED SECTION 24, AND THE POINT OF BEGINNING FOR THIS DESCRIPTION; FROM POINT OF BEGINNING, CONTINUE S75°26'45"E, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 330.11 FEET TO THE SOUTH LINE OF THE N.E. 1/4 OF AFOREMENTIONED SECTION 24, THENCE S14°33'15"W, A DISTANCE OF 100.00 FEET, TO THE SOUTHERLY RIGHT-OF-WAY OF SAID RAILROAD, THENCE N75°26'45"W ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 304.79 FEET TO THE SOUTHERLY EXTENSION OF THE SAID WEST LINE OF THE EAST 3/4 OF THE S.E. 1/4 OF THE N.E. 1/4, THENCE DEPARTING FROM SAID RIGHT-OF-WAY RUN N00°20'43"E, A DISTANCE OF 103.16 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LYING NORTH OF C.S.X. TRANSPORTATION SYSTEMS, INC. RAILWAY (FORMERLY THE SEABOARD AIRLINE RAILROAD) AS SHOWN ON THE RIGHT-OF-WAY AND TRACK MAP, LAKE CHARM BRANCH, DATED JUNE, 1918, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID N.E. 1/4 OF THE S.E. 1/4; THENCE S89°35'30"W ALONG THE NORTH LINE OF SAID N.E. 1/4 OF THE S.E. 1/4, A DISTANCE OF 228.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°35'30"W ALONG SAID NORTH LINE, 552.21 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF AFORESAID C.S.X. TRANSPORTATION SYSTEMS, INC. RAILWAY; THENCE DEPARTING SAID NORTH LINE OF THE N.E. 1/4 OF THE S.E. 1/4, PROCEED S75°26'45"E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 569.63 FEET TO THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2031, PAGE 761 OF THE PUBLIC RECORDS OF

SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, PROCEED N00°19'48"E ALONG SAID WEST LINE 147.08 FEET TO THE POINT OF BEGINNING.

AND

THAT PORTION OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; ALSO BEING A PORTION OF THE FORMER C.S.X. TRANSPORTATION SYSTEMS, INC. RAILWAY (FORMERLY THE SEABOARD AIRLINE RAILROAD) AS SHOWN ON THE RIGHT-OF-WAY AND TRACK MAP, LAKE CHARM BRANCH, DATED JUNE, 1918 DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE S.E. 1/4 OF SAID SECTION 24; THENCE S00°24'44"W ALONG THE EAST LINE THEREOF, A DISTANCE OF 311.14 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID RAILWAY AND THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2578, PAGE 149, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N75°20'22"W, ALONG SAID BOUNDARY AND SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 235.74 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID BOUNDARY AND CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY, N75°20'22"W, 595.97 FEET TO THE EASTERLY BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2492, PAGE 614, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY AND ALONG SAID EASTERLY BOUNDARY, N14°39'38"E, 100.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID RAILWAY; THENCE DEPARTING SAID EASTERLY BOUNDARY AND ALONG SAID NORTHERLY RIGHT-OF-WAY S75°20'22"E, 570.61 FEET TO THE WEST LINE OF OFFICIAL RECORDS BOOK 2031, PAGE 761, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY EXTENSION OF SAID WEST LINE AND THE WESTERLY BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2578, PAGE 149, S00°25'50"W, 103.17 FEET TO THE POINT OF BEGINNING.

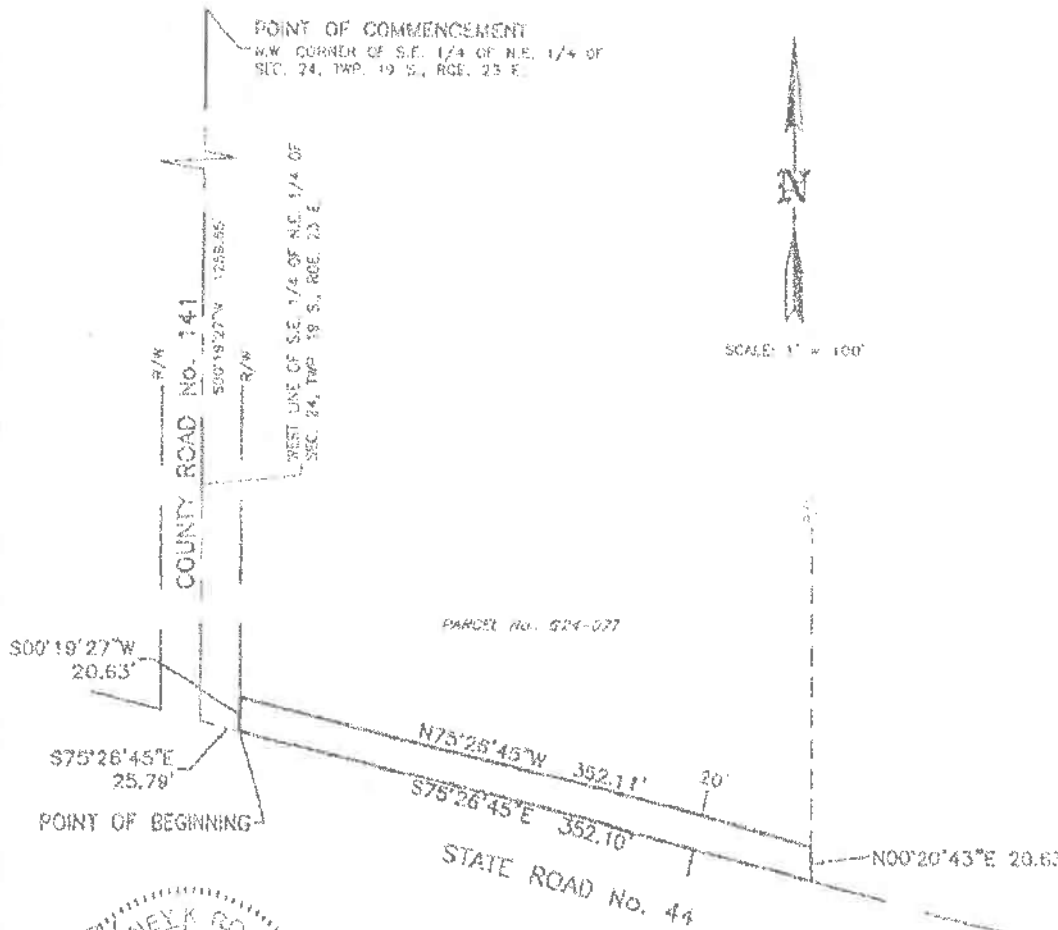


Exhibit "C"  
Easement Area

SKETCH OF LEGAL DESCRIPTION  
FOR  
20' UTILITY EASEMENT

LEGAL DESCRIPTION

COMMENCE AT THE N.W. CORNER OF THE S.E. 1/4 OF THE N.E. 1/4 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMNER COUNTY, FLORIDA; THENCE 500'19'27"W ALONG THE WEST LINE OF SAID S.E. 1/4 OF THE N.E. 1/4, A DISTANCE OF 1259.65 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD No. 44 (WIDTH VARIES); THENCE DEPARTING SAID WEST LINE, PROCEED S75°26'45"E ALONG SAID RIGHT-OF-WAY LINE, 25.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S75°26'45"E ALONG SAID RIGHT-OF-WAY LINE, 352.10 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED N00°20'43"E, 20.63 FEET; THENCE N75°26'45"W, 352.11 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD No. 141 (50 FEET WIDE); THENCE 500'19'27"W ALONG SAID EAST RIGHT-OF-WAY LINE, 20.53 FEET TO THE POINT OF BEGINNING.



RODNEY K. ROGERS  
PROFESSIONAL SURVEYOR & MAPPER  
REGISTRATION NO. 52743  
STATE OF FLORIDA

NOTE:

1. THIS SKETCH OF LEGAL DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE LEGAL DESCRIPTION SHOWN HEREON WAS WRITTEN BY THE SURVEYOR BASED ON DEEDS OF RECORD.

**ROGERS ENGINEERING, LLC**  
Civil Engineering & Land Surveying

• 1103 S.E. 31st Avenue • Ocala, Florida 34471  
• Ph. (352) 672-9214 • Lic. No. #4074

SCALE  
1" = 100'

DATE  
8-30-2010

**EXHIBIT "D"**  
**Grant of Easement**

*[see attached]*

## AGREEMENT TO GRANT AN EASEMENT

THIS AGREEMENT TO GRANT AN EASEMENT (this "Agreement") is made and entered into on this 21<sup>st</sup> day of November, 2018 (the "Effective Date"), by and between DAVID O. WALSTON ("Grantor") and CW4, INC., a Florida corporation ("Grantee"). Grantor and Grantee are hereinafter sometimes collectively referred to as the "Parties."

### RECITALS

WHEREAS, Grantor is the owner of that certain real property located in Sumter County, Florida, more particularly described on **Exhibit "A"**, attached hereto (the "Walston Property").

WHEREAS, Grantee is the owner of that certain real property located in Sumter County, Florida, more particularly described on **Exhibit "B"**, attached hereto (the "CW4 Property"), which is in need of water and wastewater services.

WHEREAS, Central Sumter Utility Company ("CSUC) has agreed to provide the CW4 Property with water and wastewater services, provided Grantor will grant an easement (the Water and Wastewater Easement") to Grantee across the Walston Property for the purpose of allowing Grantee to have access to the CSUC water and wastewater utility infrastructure (the "CSUC Infrastructure").

WHEREAS, subject to the terms hereof, Grantor has agreed to grant the Water and Wastewater Easement to Grantee, provided CSUC allows Grantor to also connect to the CSUC Infrastructure.

### AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, the promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Easement Conveyance. Subject to and in accordance with the terms and conditions hereinafter set forth, Grantor agrees to convey, and Grantee agrees to accept, an easement on and beneath the property shown and described on **Exhibit "C"**, attached hereto ("Easement Area"), for the purpose of allowing Grantee to connect to the CSUC Infrastructure.

2. Title to the Property. Grantor warrants and represents that title to the Easement Area is good and marketable and free and clear of any and all liens, encumbrances, claims and interests of any kind or nature whatsoever. To confirm such clear title, Grantee shall, at Grantee's expense within three (3) days from the Effective Date, order a title search of the Easement Area, and in the event said title search reveals that the Easement Area is encumbered by any liens, claims and/or interests (of any kind or nature), Grantor, prior to the Closing (as hereinafter defined), agrees to have such liens, claims and/or interests satisfied or subordinated to the Water and Wastewater Easement.

3. Due Diligence Period. Grantee shall, at Grantee's expense and within thirty (30) days from the Effective Date ("Due Diligence Period"), determine whether the Easement Area is suitable, in Grantee's sole and absolute discretion, for Grantee's intended use. During the Due Diligence Period, Grantee may conduct any tests, analyses, surveys and investigations ("Inspections") which Grantee deems necessary to determine to Grantee's satisfaction the condition of the Property. Grantor shall deliver to Grantee any and all surveys, title reports, environmental reports, engineering reports, site plans or layouts,

zoning or land use documentation, soil tests, wetland determinations, feasibility studies, and concurrency evaluations which Grantor has in its possession within three (3) business days from the Effective Date hereof. Grantee shall deliver written notice to Grantor prior to the expiration of the Due Diligence Period of Grantee's determination of whether the Easement Area is acceptable. Upon Grantor's receipt of written notice from Grantee prior to expiration of the Due Diligence Period that the Property is not acceptable, this Agreement shall be null and void. Grantee's failure to comply with this notice requirement shall constitute acceptance of the Easement Area in its present "as is" condition. Grantor grants to Grantee, its agents, contractors and assigns, the right to enter the Easement Area and surrounding Walston Property at any time during the Due Diligence Period for the purpose of conducting inspections, survey, etc.; provided, however, that Grantee, its agents, contractors and assigns enter the Easement Area and surrounding Walston Property and conduct such activities at their own risk. Grantee will not engage in any activity that could result in a mechanic's lien being filed against the Property without Grantor's prior written consent. Any damage to the Easement Area and/or surrounding Walston Property resulting from Grantee's inspections shall be repaired by Grantee at Grantee's expense. Notwithstanding anything contained herein to the contrary, the indemnification and hold harmless provisions set forth in this Section shall survive the Closing or other termination of this Agreement.

4. Closing. Closing of this transaction (the "Closing") shall be accomplished by delivery to Grantee of a duly executed and acknowledged Easement Agreement in the form attached hereto as Exhibit "D" (the "Grant of Easement"). Closing shall occur within ten (10) days following expiration of the Due Diligence Period, time being of the essence.

5. Recordation. Immediately following Grantor's delivery of the duly executed and acknowledged Easement Agreement to Grantee, Grantee shall record the Easement Agreement among the Public Records of Sumter County, Florida.

6. Consideration. The consideration for the Grant of Easement to be paid by Grantee to Grantor is: (i) the sum of \$10.00 (the "Purchase Price"); (ii) Grantee providing to Grantor written verification from CSUC that Grantor shall be permitted to connect to the CSUC Infrastructure for the purpose of providing wastewater services and fire hydrant water services to the Walston Property (Grantee makes no representation or warranty, whatsoever, as to the adequacy or sufficiency of the CSUC Infrastructure or said wastewater services or fire hydrant water services to be provided by CSUC to Grantor for use on or in connection with the Walston Property, and, except as otherwise provided herein, Grantor shall be solely and completely responsible for any costs and/or expenses related to Grantor's connection to the CSUC Infrastructure or Grantor's use of said wastewater services or fire hydrant water services); and (iii) Grantee installing, at Grantee's sole cost and expense, a fire hydrant at an agreed upon location on the border between the Walston Property and the CW4 Property, to which both Grantee and Grantor will be granted unimpeded access and use. During the Due Diligence Period Grantee shall deliver to Grantor such written verification from CSUC of ability to connect to the CSUC Infrastructure, and at the Closing Grantee shall deliver a check in the amount of the Purchase Price to Grantor. Following the Closing Grantee shall install the fire hydrant referenced herein at such time as Grantee improves the CW4 Property for Grantee's intended use thereof (which obligation survives the Closing). The sole consideration to be provided by Grantor under this Agreement is the Grant of Easement.

7. Defaults. In the event Grantor breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the covenants, agreements or obligations to be performed by Grantor under the terms and provisions of this Agreement, Grantee, in Purchaser's sole discretion, shall be entitled to (i) terminate this Agreement, or (ii) to waive the default and proceed to the Closing.

8. Further Assurances. The Parties agree to execute, acknowledge and deliver to the other such other documents and instruments, and to undertake such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.

9. Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of Florida without regard to principles of conflicts of law. Venue for any action arising out of this Agreement shall be in Sumter County, Florida.

10. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person or sent by registered or certified mail, postage prepaid, or via recognized overnight parcel service, or on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission), addressed as follows:

**TO GRANTOR:**

David O. Walston  
6206 Ashbury Palms Drive  
Tampa, Florida 33677  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**with a copy to:**

Marybeth L. Pullum  
Pullum & Pullum, P.A.  
250 International Parkway, Suite 340  
Lake Mary, FL 32746  
Phone: (407) 732-6510  
Fax: (407) 732-6509  
Email: marybeth@pullumlaw.com

**TO GRANTEE:**

CW4, Inc.  
Attn. Clyde Winston Bailey, Jr.  
3649 County Road 214  
Oxford, Florida 34484  
Phone: (352) 748-1266  
Fax: (352) 748-3872  
Email: [winston@cw4.biz](mailto:winston@cw4.biz)

**with a copy to:**

McLin Burnsed  
1028 Lake Sumter Landing  
The Villages, Florida 32162  
Phone: (352) 259-5005  
Fax: (352) 751-4993  
Email: [jholt@mclinburnsed.com](mailto:jholt@mclinburnsed.com)

or to such other address as may be furnished in writing by a party to the other.

11. Severability. If any term, clause or provision of this Agreement is ever held illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected, but shall remain in full force and effect in accordance with the terms hereof.

12. Amendments. This Agreement may be modified or amended, in whole or in part, only by a written instrument executed by the Parties.

13. Attorney's Fee. In any action at law or in equity, arbitration or other proceeding arising in connection with this Agreement, the prevailing party shall recover reasonable attorneys' fees (including the allocated costs of staff counsel) and other costs including, but not limited to, court costs and expert and consultants' fees incurred in connection with such action in addition to any other relief awarded, and such attorneys' fees and costs shall be included in any judgment in such action.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understanding pertaining hereto. No addition to or modification of any term or provision of this Agreement shall be effective unless set forth in a writing signed by both parties.


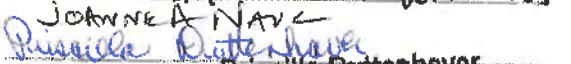
15. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to constitute one and the same agreement.

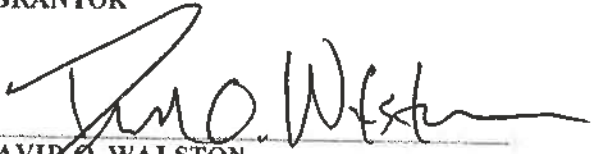
*[SIGNATURE PAGE FOLLOWS]*

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

Signed, sealed and delivered  
in the presence of:

"GRANTOR"

  
Print Name: DAVID O. WALSTON  
~~JOANNE A. NAV~~  
  
Print Name: Priscilla Duttenhaver

  
DAVID O. WALSTON

"GRANTEE"

CW4, INC., a Florida corporation

  
Print Name: Monica Grace  
  
Print Name: Rosemary Slater

By:   
Clyde Winston Bailey, Jr., President

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 16th day of November, 2018, by  
**DAVID O. WALSTON.**

*Priscilla Duttenhaver*

Signature of Notary Public  
**Priscilla Duttenhaver**

(Print Notary Name)

My Commission Expires: \_\_\_\_\_

Commission No.: \_\_\_\_\_

Personally known, or

Produced Identification

Type of Identification Produced



**PRISCILLA DUTTENHAVER**  
Commission # GG 238495  
Expires November 3, 2022  
Bonded Thru Budget Notary Services

STATE OF FLORIDA  
COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 21 day of November, 2018, by  
**Clyde Winston Bailey, Jr.**, as President of **CW4, INC.**, a Florida corporation, on behalf of the  
corporation.

*Rosemary Slater*

Signature of Notary Public

**Rosemary Slater**

(Print Notary Name)

My Commission Expires: 10/18/2021

Commission No.: \_\_\_\_\_

Personally known, or

Produced Identification

Type of Identification Produced

FL Drivers License

AFFIX NOTARY STAMP



**ROSEMARY B SLATER**  
Commission # GG 128988  
Expires October 12, 2021  
Bonded Thru Budget Notary Services

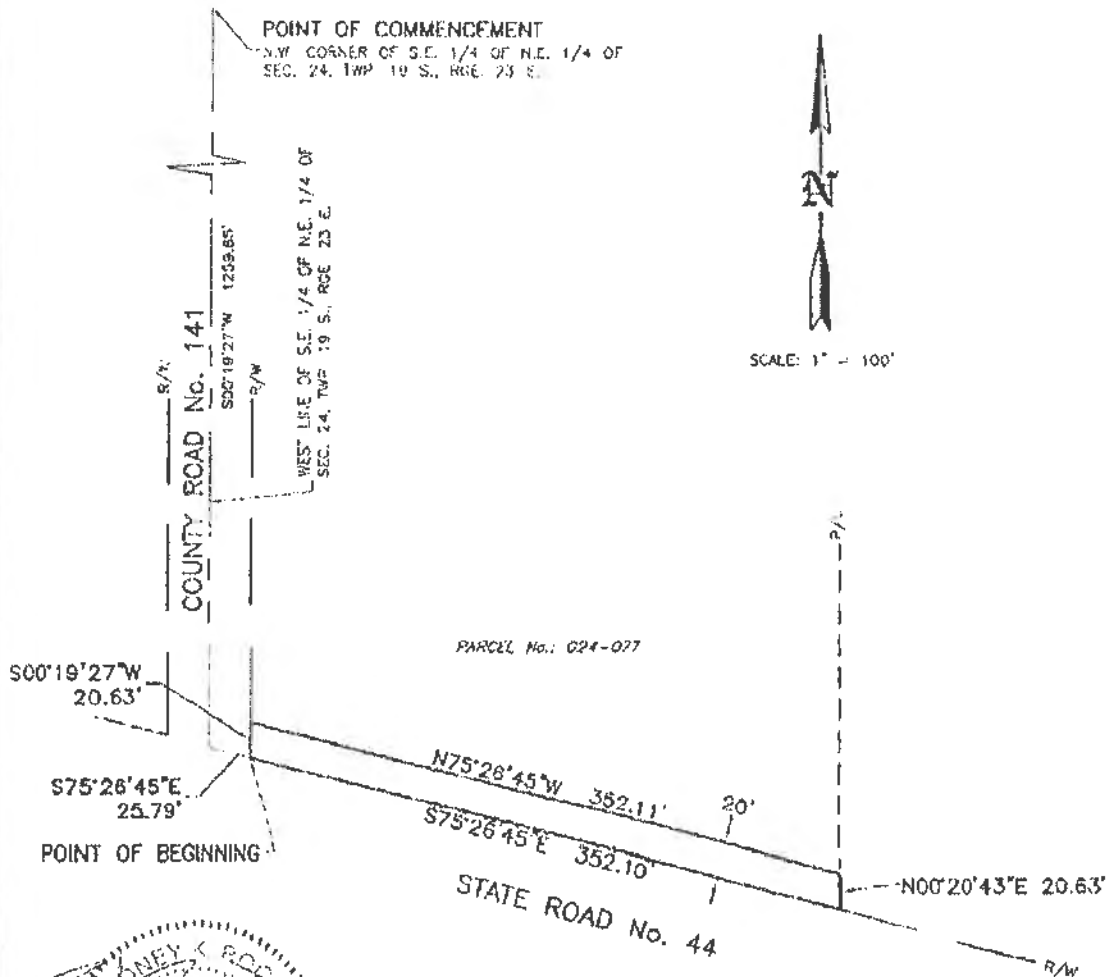


**EXHIBIT "A"**  
Easement Area

**SKETCH OF LEGAL DESCRIPTION**  
FOR  
**20' UTILITY EASEMENT**

**LEGAL DESCRIPTION**

COMMENCE AT THE N.W. CORNER OF THE S.E. 1/4 OF THE N.E. 1/4 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE S00°19'27"W ALONG THE WEST LINE OF SAID S.E. 1/4 OF THE N.E. 1/4, A DISTANCE OF 1259.65 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD No. 44 (WIDTH VARIES); THENCE DEPARTING SAID WEST LINE, PROCEED S75°26'45"E ALONG SAID RIGHT-OF-WAY LINE, 25.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S75°26'45"E ALONG SAID RIGHT-OF-WAY LINE, 352.10 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED N00°20'43"E, 20.63 FEET; THENCE N75°26'45"W, 352.11 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD No. 141 (50 FEET WIDE); THENCE S00°19'27"W ALONG SAID EAST RIGHT-OF-WAY LINE, 20.63 FEET TO THE POINT OF BEGINNING.



RODNEY K. ROGERS  
PROFESSIONAL SURVEYOR & MAPPER  
REGISTRATION NO. 5274  
STATE OF FLORIDA

**NOTE:**

1. THIS SKETCH OF LEGAL DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY
2. THE LEGAL DESCRIPTION SHOWN HEREON WAS WRITTEN BY THE SURVEYOR BASED ON DEEDS OF RECORD.

**ROGERS ENGINEERING, LLC**  
Civil Engineering & Land Surveying

• 1105 S.E. 3rd Avenue • Ocala, Florida 34471  
• Ph. (352) 622-9214 • Lic. Bus. #1074

SCALE  
1" = 100'

DATE  
8-30-2018

**EXHIBIT "B"**  
**Dominant Estate**

**LEGAL DESCRIPTION**

THE EAST 3/4 OF THE S.E. 1/4 OF THE N.E. 1/4 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND

THAT PORTION OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; ALSO BEING A PORTION OF THE FORMER C.S.X. TRANSPORTATION SYSTEMS, INC. RAILWAY (FORMERLY THE SEABOARD AIRLINE RAILROAD) AS SHOWN ON THE RIGHT-OF-WAY AND TRACK MAP, LAKE CHARM BRANCH, DATED JUNE, 1918 DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE S.E. 1/4 OF THE N.E. 1/4 OF SAID SECTION 24, AND RUN N89°37'25"E, ALONG THE NORTH LINE OF THE S.E. 1/4 OF THE N.E. 1/4 OF SECTION 24, A DISTANCE OF 25.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 25 FEET OF THE S.E. 1/4 OF THE N.E. 1/4 OF SECTION 24, THENCE S00°19'27"W, ALONG SAID EAST LINE A DISTANCE OF 1156.48 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID RAILROAD, THENCE RUN S75°26'45"E, ALONG THE NORTHERLY RIGHT-OF-WAY THEREOF, 352.93 FEET TO THE WEST LINE OF THE EAST 3/4 OF THE S.E. 1/4 OF THE N.E. 1/4 OF THE AFOREMENTIONED SECTION 24, AND THE POINT OF BEGINNING FOR THIS DESCRIPTION; FROM POINT OF BEGINNING, CONTINUE S75°26'45"E, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 330.11 FEET TO THE SOUTH LINE OF THE N.E. 1/4 OF AFOREMENTIONED SECTION 24, THENCE S14°33'15"W, A DISTANCE OF 100.00 FEET, TO THE SOUTHERLY RIGHT-OF-WAY OF SAID RAILROAD, THENCE N75°26'45"W ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 304.79 FEET TO THE SOUTHERLY EXTENSION OF THE SAID WEST LINE OF THE EAST 3/4 OF THE S.E. 1/4 OF THE N.E. 1/4, THENCE DEPARTING FROM SAID RIGHT-OF-WAY RUN N00°20'43"E, A DISTANCE OF 103.16 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LYING NORTH OF C.S.X. TRANSPORTATION SYSTEMS, INC. RAILWAY (FORMERLY THE SEABOARD AIRLINE RAILROAD) AS SHOWN ON THE RIGHT-OF-WAY AND TRACK MAP, LAKE CHARM BRANCH, DATED JUNE, 1918, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID N.E. 1/4 OF THE S.E. 1/4; THENCE S89°35'30"W ALONG THE NORTH LINE OF SAID N.E. 1/4 OF THE S.E. 1/4, A DISTANCE OF 228.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°35'30"W ALONG SAID NORTH LINE, 552.21 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF AFORESAID C.S.X. TRANSPORTATION SYSTEMS, INC. RAILWAY; THENCE DEPARTING SAID NORTH LINE OF THE N.E. 1/4 OF THE S.E. 1/4, PROCEED S75°26'45"E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 569.63 FEET TO THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2031, PAGE 761 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, PROCEED N00°19'48"E ALONG SAID WEST LINE 147.08 FEET TO THE POINT OF BEGINNING.

AND

THAT PORTION OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; ALSO BEING A PORTION OF THE FORMER C.S.X. TRANSPORTATION SYSTEMS, INC. RAILWAY (FORMERLY THE SEABOARD AIRLINE RAILROAD) AS SHOWN ON THE RIGHT-OF-WAY AND TRACK MAP, LAKE CHARM BRANCH, DATED JUNE, 1938 DESCRIBED AS FOLLOWS.

COMMENCE AT THE NORTHEAST CORNER OF THE S.E. 1/4 OF SAID SECTION 24; THENCE S00°24'44"W ALONG THE EAST LINE THEREOF, A DISTANCE OF 311.14 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID RAILWAY AND THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2578, PAGE 149, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N75°20'22"W, ALONG SAID BOUNDARY AND SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 235.74 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID BOUNDARY AND CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY, N75°20'22"W, 595.97 FEET TO THE EASTERLY BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2492, PAGE 614, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY AND ALONG SAID EASTERLY BOUNDARY, N14°39'38"E, 100.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID RAILWAY; THENCE DEPARTING SAID EASTERLY BOUNDARY AND ALONG SAID NORTHERLY RIGHT-OF-WAY S75°20'22"E, 570.61 FEET TO THE WEST LINE OF OFFICIAL RECORDS BOOK 2031, PAGE 761, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY EXTENSION OF SAID WEST LINE AND THE WESTERLY BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2578, PAGE 149, S00°25'59"W, 103.17 FEET TO THE POINT OF BEGINNING.

18.50 REC  
2,000 CAP  
20.50

RS mclm

07-PE02-09/01  
May 13, 2014  
This instrument prepared by  
ROBIN D DERR  
Under the direction of  
FREDRICK W LOOSE, ATTORNEY  
Department of Transportation  
719 South Woodland Boulevard  
DeLand, Florida 32720-6834

PARCEL NO 822  
SECTION 18070-2518  
F P NO  
STATE ROAD 44  
COUNTY SUMTER

Inst 201460016676 Date 5/28/2014 Time 2 51 PM  
DC, Gloria R Hayward Sumter County Page 1 of 2 B.2784 P.686

**NON-EXCLUSIVE PERPETUAL EASEMENT**

THIS EASEMENT made this 16th day of MAY, 2014, by THE VILLAGES OF LAKE-SUMTER INC, a Florida Corporation, grantor(s), to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION its successors and assigns, grantee

WITNESSETH That the grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the grantee, its successors and assigns, a non-exclusive perpetual easement for the purpose of clearing, excavating, constructing, operating, and maintaining outfall and drainage ditches and drains, with all such fills, cuts, drains, ditches and other incidents which the grantee may deem necessary or convenient in connection therewith, in, over, under, upon and through the following described land in Sumter County, Florida, viz

PARCEL NO 822 SECTION 18070-2518

A PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, ALSO BEING A PORTION OF THE FORMER CSX TRANSPORTATION, INC RIGHT-OF-WAY (FORMERLY SEABOARD AIR LINE RAILWAY) AS DESCRIBED IN OFFICIAL RECORDS BOOK 1968, PAGE 252, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, AND AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 18070-2518 SAID PARCEL DESCRIBED AS FOLLOWS

COMMENCE AT NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 24, THENCE S00°43'15"W, ALONG THE WEST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 1,761 47 FEET, THENCE DEPARTING SAID WEST LINE S80°39'16"E, 1,349 47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 68,826 94 FEET, THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°25'15", AN ARC DISTANCE OF 505 53 FEET TO THE POINT OF TANGENCY, THENCE S80°14'01"E, 437 06 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE S80°14'01"E, 420 14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 11,531 19 FEET, THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°09'09", AN ARC DISTANCE OF 1,036 98 FEET TO THE POINT OF TANGENCY, THENCE S75°04'52"E, 198 88 FEET, THENCE S14°55'08"W, 17 00 FEET, THENCE S75°04'52"E, 248 23 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 24, SAID POINT ALSO BEING ON THE CENTERLINE OF COUNTY ROAD NO 141, THENCE S00°41'16"W, ALONG SAID EAST LINE AND CENTERLINE A DISTANCE OF 33 65 FEET TO A POINT ON THE SOUTHERLY RAILROAD RIGHT OF WAY LINE OF CSX TRANSPORTATION, INC PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 18070-2518, THENCE N75°06'11"W, ALONG SAID SOUTHERLY RAILROAD RIGHT OF WAY LINE OF CSX TRANSPORTATION, INC A DISTANCE OF 294 50 FEET, THENCE DEPARTING SAID SOUTHERLY RAILROAD RIGHT OF WAY LINE N14°55'08"E, 11 73 FEET, THENCE N75°04'52"W, 160 88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 11,493 19 FEET, THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°09'09", AN ARC DISTANCE OF 1,033 56 FEET TO THE POINT OF TANGENCY, THENCE N80°14'01"W, 420 14 FEET, THENCE N09°46'14"E, 38 00 FEET TO THE POINT OF BEGINNING

PARCEL NO 822  
SECTION 18070-2518  
F P NO  
PAGE 2

Inst 201460016676 Date 5/28/2014 Time 2:51 PM  
DC Gloria R Hayward Sumter County Page 2 of 2 B 2784 P 687

LESS AND EXCEPT RIGHT OF WAY FOR COUNTY ROAD NO 141 ACROSS THE EAST SIDE THEREOF

CONTAINING 1.62 ACRES MORE OR LESS

THIS LEGAL DESCRIPTION PREPARED UNDER THE DIRECTION OF  
KAYE M JAMESON, P S M  
FLORIDA REGISTRATION NUMBER 5912  
FARNER, BARLEY & ASSOCIATES, INC - L B NO 4709  
4450 N E 83<sup>RD</sup> ROAD - WILDWOOD, FL 34785  
MARCH 21, 2014

GRANTEE SHALL BE RESPONSIBLE FOR ALL MAINTENANCE RELATED TO ITS USE OF THE EASEMENT GRANTED HEREIN

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever, and the grantor will defend the title to said lands against all persons claiming by, through or under said grantor

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to the hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written

THE VILLAGES OF LAKE-SUMTER INC , a  
a Florida Corporation

By [Signature]  
Its President

ATTEST [Signature]  
Its \_\_\_\_\_ Secretary

Signed, sealed and delivered in the presence of Two witnesses or Corporate Seal required by Florida Law

ADDRESS OF GRANTOR  
1020 Lake Sumter Landing  
The Villages, FL 32162

[Signature]  
SIGNATURE LINE Erick Langenbrunner  
PRINT/TYPE NAME

[Signature]  
SIGNATURE LINE  
PRINT/TYPE NAME Meg Mosher

(Corporate Seal)

STATE OF Florida  
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 16 day of May, 2014, by Mark G. Morse, President of The Villages of Lake-Sumter Inc , a Florida Corporation, on behalf of the Corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification



MEG MOSHER  
MY COMMISSION # EE 212338  
EXPIRES July 28, 2016  
Bonded Thru Budget Notary Services

[Signature]  
PRINT/TYPE NAME Meg Mosher  
Notary Public in and for the  
County and State last aforesaid  
My Commission Expires \_\_\_\_\_  
Serial No. if any \_\_\_\_\_

18.50 REC  
2.00 COPY  
20.50

07-PE02-09/01

May 13, 2014

This instrument prepared by

ROBIN D DERR

Under the direction of

FREDRICK W LOOSE, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

R.S. McLin

PARCEL NO 823

SECTION 18070-2518

F P NO

STATE ROAD 44

COUNTY SUMTER

Incl 201460016677 Date 5/28/2014 Time 2:51 PM  
DC Gloria R Hayward, Sumter County Page 1 of 2 B 2784 P 688

*aw*

**NON-EXCLUSIVE PERPETUAL EASEMENT**

THIS EASEMENT made this 16th day of MAY, 2014, by THE VILLAGES OF LAKE-SUMTER INC, a Florida Corporation, grantor(s), to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION its successors and assigns, grantee

WITNESSETH That the grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the grantee, its successors and assigns, a non-exclusive perpetual easement for the purpose of clearing, excavating, constructing, operating, and maintaining outfall and drainage ditches and drains, with all such fills, cuts, drains, ditches and other incidents which the grantee may deem necessary or convenient in connection therewith, in, over, under, upon and through the following described land in Sumter County, Florida, viz

PARCEL NO 823

SECTION 18070-2518

A PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, ALSO BEING A PORTION OF THE FORMER CSX TRANSPORTATION, INC RIGHT-OF-WAY (FORMERLY SEABOARD AIR LINE RAILWAY) AS DESCRIBED IN OFFICIAL RECORDS BOOK 1968, PAGE 252, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, AND AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 18070-2518 SAID PARCEL DESCRIBED AS FOLLOWS

COMMENCE AT NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 24, THENCE S00°43'15"W, ALONG THE WEST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 1,761.47 FEET, THENCE DEPARTING SAID WEST LINE S80°39'16"E, 1,057.39 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE S80°39'16"E, 292.08 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 68,826.94 FEET, THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°25'15", AN ARC DISTANCE OF 505.53 FEET TO THE POINT OF TANGENCY, THENCE S80°14'01"E, 437.06 FEET, THENCE S09°46'14"W, 38.00 FEET, THENCE N80°14'01"W, 437.06 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 68,788.94 FEET, THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°25'15", AN ARC DISTANCE OF 505.25 FEET TO THE POINT OF TANGENCY, THENCE N80°39'16"W, 292.08 FEET, THENCE N09°20'44"E, 38.00 FEET TO THE POINT OF BEGINNING

CONTAINING 1.08 ACRES MORE OR LESS

THIS LEGAL DESCRIPTION PREPARED UNDER THE DIRECTION OF  
KAYE M JAMESON, P S M  
FLORIDA REGISTRATION NUMBER 5912  
FARNER, BARLEY & ASSOCIATES, INC - L B NO 4709  
4450 N E 83<sup>RD</sup> ROAD - WILDWOOD, FL 34785  
MARCH 21, 2014

PARCEL NO 823  
SECTION 18070-2518  
F P NO  
PAGE 2

Inst 201460016677 Date 5/28/2014 Time 2:51 PM  
DC Gloria R Hayward Sumter County Page 2 of 2 B 2784 P 689

THE GRANTOR, its successors or assigns agree to be and shall be solely responsible, at its sole cost, for the perpetual maintenance of the drainage water control/retention facilities constructed and existing on the property at the time of this grant and such other modifications as are made in the future in order that said facilities function to serve the purposes for which they were constructed

MAINTENANCE by the owner of the burdened land shall include, but shall not be limited to, any and all activities necessary to preserve and keep in good working order the water control and retention facilities necessary to properly accept drainage coming to the property from Grantee as per design. In the event the landowner shall fail to perform maintenance activities, after sufficient notice from Grantee, Grantee may enter the property, perform the activities and charge the cost thereof to landowner

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever, and the grantor will defend the title to said lands against all persons claiming by, through or under said grantor

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to the hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written

THE VILLAGES OF LAKE-SUMTER INC , a  
a Florida Corporation

ATTEST [Signature]  
Its \_\_\_\_\_ Secretary

By [Signature]  
Its President

Signed, sealed and delivered in the presence of Two witnesses or Corporate Seal required by Florida Law

ADDRESS OF GRANTOR  
1020 Lake Sumter Landing  
The Villages, FL 32162

[Signature]  
SIGNATURE LINE Erick Langenbrunner  
PRINT/TYPE NAME

[Signature]  
SIGNATURE LINE  
PRINT/TYPE NAME Meg Mosher

(Corporate Seal)

STATE OF Florida  
COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 16 day of May, 2014, by Marc G. Morse, President of The Villages of Lake-Sumter Inc , a Florida Corporation, on behalf of the Corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification



[Signature]  
PRINT/TYPE NAME Meg Mosher  
Notary Public in and for the  
County and State last aforesaid  
My Commission Expires \_\_\_\_\_  
Serial No , if any \_\_\_\_\_



# Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899  
(352) 796-7211 or 1-800-423-1476 (FL only)  
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)  
On the Internet at: [WaterMatters.org](http://WaterMatters.org)

An Equal  
Opportunity  
Employer

**Bartow Service Office**  
170 Century Boulevard  
Bartow, Florida 33830-7700  
(863) 534-1448 or  
1-800-492-7862 (FL only)

**Sarasota Service Office**  
78 Sarasota Center Boulevard  
Sarasota, Florida 34240-9770  
(941) 377-3722 or  
1-800-320-3503 (FL only)

**Tampa Service Office**  
7601 Highway 301 North  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)

August 06, 2020

Florida Sun RV Resort, LLC  
Attn: Winston Bailey  
P.O. Box 680  
Oxford, FL 34484

Subject: **Notice of Intended Agency Action - Approval  
ERP Individual Construction**

Project Name: Florida Sun R.V. Resort  
App ID/Permit No: 798271 / 43043540.001  
County: Lake, Sumter  
Sec/Twp/Rge: S19/T19S/R24E, S24/T19S/R23E

Dear Permittee(s):

The Southwest Florida Water Management District (District) has completed its review of the application for Environmental Resource Permit. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the application.

The File of Record associated with this application can be viewed at <http://www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx> and is also available for inspection Monday through Friday, except for District holidays, from 8:00 a.m. through 5:00 p.m. at the District's Tampa Service Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

If you have any questions or concerns regarding the application or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.  
Bureau Chief  
Environmental Resource Permit Bureau  
Regulation Division

cc: Scott Weeks, P.E., Kimley-Horn and Associates, Inc.





# Southwest Florida Water Management District

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County: Lake, Sumter  
Sec/Twp/Rge: S19/T19S/R24E, S24/T19S/R23E

Dear Permittee(s):

The Southwest Florida Water Management District (District) is in receipt of your application for the Environmental Resource Permit. Based upon a review of the information you submitted, the application is approved.

Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

If approved construction plans are part of the permit, construction must be in accordance with these plans. These drawings are available for viewing or downloading through the District's Application and Permit Search Tools located at [www.WaterMatters.org/permits](http://www.WaterMatters.org/permits).

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, are available from the District's website at [www.WaterMatters.org/permits/noticing](http://www.WaterMatters.org/permits/noticing). If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District's Tampa Service Office for retention in this permit's File of Record.

If you have any questions or concerns regarding your permit or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.  
Bureau Chief  
Environmental Resource Permit Bureau  
Regulation Division

Enclosures:   Approved Permit w/Conditions Attached  
                  [As-Built Certification and Request for Conversion to Operation Phase](#)  
                  Notice of Authorization to Commence Construction  
                  Notice of Rights  
cc:             Scott Weeks, P.E., Kimley-Horn and Associates, Inc.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
ENVIRONMENTAL RESOURCE  
INDIVIDUAL CONSTRUCTION  
PERMIT NO. 43043540.001**

**EXPIRATION DATE:** August 06, 2025

**PERMIT ISSUE DATE:** August 06, 2020

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapter 62-330, Florida Administrative Code, (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

**PROJECT NAME:** Florida Sun R.V. Resort

**GRANTED TO:** Florida Sun RV Resort, LLC  
Attn: Winston Bailey  
P.O. Box 680  
Oxford, FL 34484

**OTHER PERMITTEES:** N/A

**ABSTRACT:** This permit authorization is for the construction of a stormwater management system serving a 36.18-acre recreational vehicle (RV) resort project. The proposed activities include the construction of buildings, associated parking and infrastructure. Two (2) new on-line retention ponds and one (1) man-made wet detention pond, will provide treatment and attenuation for runoff from the site. Information regarding the 100-year floodplain, wetlands and/or surface waters is stated below and on the permitted construction drawings for the project. The 25-year, 24-hour post-development peak discharge rate from the site will not exceed the 25-year, 24-hour pre-development peak discharge rate from the site. The project is located east of County Road 141, on the northern side of State Road 44 and Northeast 90th Plaza, in Sumter and Lake Counties.

**OP. & MAIN. ENTITY:** Florida Sun RV Resort, LLC

**OTHER OP. & MAIN. ENTITY:** N/A

**COUNTY:** Lake, Sumter

**SEC/TWP/RGE:** S19/T19S/R24E, S24/T19S/R23E

**TOTAL ACRES OWNED  
OR UNDER CONTROL:**

36.18

**PROJECT SIZE:** 36.18 Acres

**LAND USE:** Semi-Public

**DATE APPLICATION FILED:** February 04, 2020

**AMENDED DATE:** N/A

**I. Water Quantity/Quality**

POND No.	Area Acres @ Top of Bank	Treatment Type
1	1.21	ON-LINE RETENTION
2	0.70	MAN-MADE WET DETENTION
3	1.12	ON-LINE RETENTION
Total: <b>3.03</b>		

Water Quantity/Quality Comment: The proposed ponds provide treatment for runoff from the site via on-line retention and wet detention. The 25-year, 24-hour post-development peak discharge rate from the site will not exceed the 25-year, 24-hour pre-development peak discharge rate from the site. The plans reference the North American Vertical Datum of 1988 (NAVD 88).

A mixing zone is not required.

A variance is not required.

**II. 100-Year Floodplain**

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
3.44	0.00	Storage Modeling	N/A

Floodplain Comment: The Engineer of Record showed through storage modeling that no adverse impacts or rises to the floodplain will result from the construction of this project.

\*Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims Minimal Impact type of compensation.

**III. Environmental Considerations**

**Wetland/Other Surface Water Information**

Wetland/Other Surface Water Name	Total Acres	Not Impacted Acres	Permanent Impacts		Temporary Impacts	
			Acres	Functional Loss*	Acres	Functional Loss*
SW 1	0.50	0.50	0.00	0.00	0.00	0.00
W 1	2.80	2.80	0.00	0.00	0.00	0.00
W 2	0.34	0.00	0.34	0.00	0.00	0.00
<b>Total:</b>	<b>3.64</b>	<b>3.30</b>	<b>0.34</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

\* For impacts that do not require mitigation, their functional loss is not included.

Wetland/Other Surface Water Comments:

There are 3.14 acres of wetlands (FLUCCS 641) located within the project area for this ERP. Permanent impacts to 0.34 acre of Wetland 2 (FLUCCS 641) will occur for construction of the project. There is 0.50 acre of other surface waters features, consisting of 0.50 acre of pond (FLUCCS 534), located within the project area. There are no surface water impacts proposed or authorized by this permit.

**Mitigation Information**

Mitigation Comments:

Wetland mitigation is not required for permanent impacts to Wetland 2 pursuant to Subsection 10.2.2.1 of the ERP Applicant's Handbook Vol. I. Under this Subsection, wetland mitigation is not required for impacts to isolated wetlands less than one half acre in size that do not provide significant habitat for threatened or endangered species.

## Specific Conditions

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit may be terminated, unless the terms of the permit are modified by the District or the permit is transferred pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. The Permittee shall retain the design professional registered or licensed in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the design professional so employed. This information shall be submitted prior to construction.
3. Wetland buffers shall remain in an undisturbed condition except for approved drainage facility construction/maintenance. No owner of property within the project area may perform any work, construction, maintenance, clearing, filling or any other type of activities within the wetland and wetland buffer described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District.
4. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:
  - a. wetland and surface water areas
  - b. wetland buffers
  - c. limits of approved wetland impacts

The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.

5. For dry bottom retention systems, the retention area(s) shall become dry within 72 hours after a rainfall event. If a retention area is regularly wet, this situation shall be deemed to be a violation of this permit.
6. If limestone bedrock is encountered during construction of the stormwater management system, the District must be notified and construction in the affected area shall cease.
7. The Permittee shall notify the District of any sinkhole development in the stormwater management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.
8. The Permitted Plan Set for this project includes: Plan Sheets from the submittal received by the District on June 11, 2020.
9. The operation and maintenance entity shall provide for the inspection of the permitted project after conversion of the permit to the operation and maintenance phase. For systems utilizing retention or wet detention, the inspections shall be performed five (5) years after operation is authorized and every five (5) years thereafter.

The operation and maintenance entity must maintain a record of each inspection, including the date of inspection, the name and contact information of the inspector, whether the system was functioning as designed and permitted, and make such record available upon request of the District.

Within 30 days of any failure of a stormwater management system or deviation from the permit, an inspection report shall be submitted using Form 62-330.311(1), "Operation and Maintenance Inspection Certification" describing the remedial actions taken to resolve the failure or deviation.

10. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
11. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
12. The permittee shall complete construction of all aspects of the stormwater management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
13. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
  - a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
  - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
  - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
14. All stormwater management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
15. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.
16. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
17. This permit does not authorize the Permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to [FWCConservationPlanningServices@MyFWC.com](mailto:FWCConservationPlanningServices@MyFWC.com).
18. A "Recorded notice of Environmental Resource Permit," Form No. 62-330.090(1), shall be recorded in the public records of the County(s) where the project is located.

#### **GENERAL CONDITIONS**

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

**David Kramer, P.E.**

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Authorized Signature

## EXHIBIT A

### GENERAL CONDITIONS:

- 1 The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate, project-specific conditions.
  - a. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C., or the permit may be revoked and the permittee may be subject to enforcement action.
  - b. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
  - c. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(8)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
  - d. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice,"[effective date], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505> ), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5),F.A.C. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
  - e. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
  - f. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
    1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex - "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
    2. For all other activities - "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].
    3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
  - g. If the final operation and maintenance entity is a third party:

1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
  2. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310 (2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
- h. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
- i. This permit does not:
1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
  2. Convey to the permittee or create in the permittee any interest in real property;
  3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
  4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
- j. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
- k. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
- l. The permittee shall notify the Agency in writing:
1. Immediately if any previously submitted information is discovered to be inaccurate; and
  2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
- m. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
- n. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving



subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S. (2012).

- o. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
  - p. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
  - q. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
  - r. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
2. In addition to those general conditions in subsection (1) above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in Rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

SOUTHWEST FLORIDA  
WATER MANAGEMENT DISTRICT

**NOTICE OF  
AUTHORIZATION  
TO COMMENCE CONSTRUCTION**

Florida Sun R.V. Resort

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PROJECT NAME

Semi-Public

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PROJECT TYPE

Lake, Sumter

---

COUNTY

S19/T19S/R24E, S24/T19S/R23E

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SEC(S)/TWP(S)/RGE(S)

Florida Sun RV Resort, LLC

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PERMITTEE

See permit for additional permittees

APPLICATION ID/PERMIT NO: 798271 / 43043540.001

DATE ISSUED: August 06, 2020



David Kramer, P.E.

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Issuing Authority

**THIS NOTICE SHOULD BE CONSPICUOUSLY  
DISPLAYED AT THE SITE OF THE WORK**

## Notice of Rights

### ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at [www.flrules.org](http://www.flrules.org) or at the District's website at [www.WaterMatters.org/permits/rules](http://www.WaterMatters.org/permits/rules).
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at [www.WaterMatters.org/about](http://www.WaterMatters.org/about).

## **JUDICIAL REVIEW**

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.





**August 7, 2019**  
**GPGT-19-059**

**To: CW4, Inc.**  
**P.O. Box 680**  
**Oxford, Florida 34484**  
**Attention: Mr. Winston Bailey**

**C/O: Kimley-Horn and Associates, Inc.**  
**101 East Silver Springs Boulevard, Suite 400**  
**Ocala, FL 34470**

**Subject: Additional Geotechnical Investigation, Florida Sun R.V. Resort, S.R. 44 and NE 90<sup>th</sup> Plaza, Wildwood, Sumter County, Florida**

Dear Mr. Bailey:

As requested by Mr. Scott Weeks of Kimley-Horn and Associates, Inc., Andreyev Engineering, Inc. (AEI) has completed an additional geotechnical investigation for the above referenced project location. In our previous supplemental geotechnical investigation, report **GPGT-19-059**, the results and evaluation of CPTU data together with the results of SPT borings previously drilled by AEI, indicate unstable conditions within the proposed clubhouse footprint. As a result, an alternate location for the clubhouse area was selected by representatives of Kimley-Horn and Associates, Inc. We have included the U.S.G.S. Topographic Map, which depicts the location of the site, on the attached **Figure 1**.

### **PURPOSE AND SCOPE OF ADDITIONAL SERVICES**

The purpose of this additional geotechnical investigation and evaluation was to further assess the soil and groundwater conditions at an alternate clubhouse building location and provide recommendations regarding foundation design of the clubhouse building. The following report presents the results of our field and laboratory investigation along with an evaluation of the soil and groundwater conditions, specifically for foundation design at the alternate clubhouse location.

The scope of this investigation included:

- Drilled six (6) Standard Penetration Test (SPT) borings, designated as D-1 through D-6, to a depth of 25 feet below ground surface, within the proposed alternate building and pool areas, for foundation evaluation.
- Measured the depth of the groundwater table at each boring location (where encountered).

Samples were recovered from the borings and returned to AEI's laboratory for visual classification and stratification. Soils strata were classified according to the Unified Soil Classification System

(USCS). The approximate boring locations are shown on **Figure 2** and results of the Standard Penetration Test (SPT) borings, in profile form, are presented on **Figure 3**. On the profile, horizontal lines designating the interface between differing materials represent approximate boundaries. The actual transition between layers is typically gradual.

## **SOIL AND GROUNDWATER CONDITIONS**

### **Soil Conditions**

The soil types encountered at the boring locations are presented in the form of soil profiles on the attached **Figure 3**. The stratification presented is based on visual examination of the recovered soil samples and the interpretation of the field logs by a geotechnical engineer.

In general, the borings encountered the following soil Strata:

- Brown to Gray fine sand to slightly silty fine sand (Stratum 1)
- Light Brown to Light Gray fine sand to slightly fine sand (Stratum 2)
- Dark Brown to Reddish-brown to Yellowish-brown fine sand to slightly silty fine sand (Stratum 3)
- Black Slightly Organic fine sand (Stratum 4)
- Brown to Reddish-brown to Yellowish-brown to Gray silty fine sand (Stratum 5)
- Reddish-brown to Yellowish-brown to Gray slightly clayey to clayey fine sand (Stratum 6)
- Dark Brown to Reddish-brown to Yellowish-brown to Gray sandy clay (Stratum 7)
- Greenish-gray to Gray clay (Stratum 8)
- Black Organic clay (Stratum 9)

Standard Penetration Test (SPT) borings measure soil density using a split spoon sampler advanced by a 140-pound hammer dropped repeatedly a distance of 30 inches. The N-value, which is shown next to the corresponding depths of the boring profile, is the number of blows by the hammer required to advance the split spoon sampler one (1) foot. Split spoon sampling was conducted continuously in the upper 10 feet and at 5-foot intervals thereafter. Also included, adjacent to the SPT borings, are the blow counts or “N” values. The “N” values have been empirically correlated with various soil properties and are considered to be indicative of the relative density of cohesionless soils and the consistency of cohesive material. The upper four feet of the SPT borings were drilled manually to avoid damage to possible underground utilities. Upon completion of drilling, the SPT boreholes were backfilled with additional bentonite and soil materials.

Correlation of the SPT-N values with relative density, unconfined compressive strength and consistency are provided in the following table:

Coarse-Grained Soils		Fine Grained Soils		
Penetration Resistance N (blows/ft)	Relative Density of Sand	Penetration Resistance N (blows/ft)	Unconfined Compressive Strength of Clay (tons/ft <sup>2</sup> )	Consistency of Clay
0-4	Very Loose	<2	<0.25	Very Soft
4-10	Loose	2-4	0.25-0.50	Soft
10-30	Medium-Dense	4-8	0.50-1.00	Medium
30-50	Dense	8-15	1.00-2.00	Stiff
>50	Very Dense	15-30	2.00-4.00	Very Stiff
		>30	>4.00	Hard

Please refer to **Figures 2 and 3** for boring locations, strata depths, and encountered soil conditions. The stratification lines represent the approximate boundaries between soil types. The actual transition may be gradual. Minor variations not considered important to our engineering evaluations may have been abbreviated or omitted for clarity.

### **Groundwater Conditions**

At the time of drilling, groundwater was encountered at boring locations D-1 through D-6, ranging from 3.0 to 3.5 feet below the existing ground surface. Based on the encountered subsurface conditions, our local experience, and antecedent rainfall conditions, the normal seasonal high groundwater level is estimated to exist about 2 feet above measured levels. Please note: At D-1 and D-3, the seasonal high groundwater is expected to exist in a temporary perched condition slightly above the Strata 7 & 8 clayey soils during periods of heavy or extended rainfall.

### **Laboratory Moisture Content and Organic Content Test Results**

Four soil samples, retrieved from the SPT borings, were selected for laboratory organic content testing. Laboratory classification tests were performed on the Stratum 4 slightly organic fine sand and Stratum 9 organic clay samples retrieved from SPT borings D-3, D-4, and D-6. The results of the Stratum 4 tests, collected at borings D-4 and D-6, indicate a moisture content ranging from 15.4% to 17.7% and the organic content measured from 1.3% to 2.0%. The results of the Stratum 9 tests, collected at borings D-3 and D-6, indicate a moisture content ranging from 32.5% and 34.0% and the organic content measured from 7.5% to 9.2%. The laboratory test results are presented adjacent to the tested depths and corresponding soil profiles on **Figure 3**.



The results of the laboratory classification tests selected for moisture content and organic content for the slightly organic fine sand and organic clay samples retrieved from the SPT borings are also presented as follows:

**D-3**

Sample Depth: 23.5 feet  
Classification: Organic Clay  
Moisture Content: 32.5%  
Organic Content: 7.5%

**D-4**

Sample Depth: 2.0 feet  
Classification: Slightly Organic Fine Sand  
Moisture Content: 17.7%  
Organic Content: 2.0%

**D-6**

Sample Depth: 2.0 feet  
Classification: Slightly Organic Fine Sand  
Moisture Content: 15.4%  
Organic Content: 1.3%

**D-6**

Sample Depth: 23.5 feet  
Classification: Organic Clay  
Moisture Content: 34.0%  
Organic Content: 9.2%

**EVALUATION AND RECOMMENDATIONS**

**General**

Based on the results of this investigation and our evaluation of the encountered subsurface conditions, it is our opinion that the site soils are suitable to support the proposed building as planned, provided that proper site soil preparation and soil densification are carried out. It is critical that site preparation and soil densification procedures are thorough to ensure consistent and uniform support conditions for the proposed site improvements.

The surficial soils, in the vicinity of D-1 through D-6, appear suitable for the proposed building design. Please note: Strata 7 and 8 sandy clay to clay soils were encountered at shallow depths within the building footprint and across the site. These soils can exhibit variable plasticity characteristics and may be difficult to properly compact. As a result, a two-foot separation should be maintained between the bottom of building slabs and bottom of footing elevations and the top of any Strata 7 and 8 clay soils.

Additionally, in borings D-4 and D-6, a surficial layer of black slightly organic sand was encountered at approximately 2 feet below the ground surface. At borings D-3 and D-6, a layer of black organic clay was encountered from 23.5 feet to the boring termination depth of 25 feet below the ground surface. Laboratory testing was conducted on these samples to assess their potential to compress and decompose. Based on the test results of the encountered Stratum 4 slightly organic sands, these soils are considered suitable for in-situ or general use purposes. Based on the depth of the encountered Stratum 9 black organic clays, the low moisture percentage, medium-dense N-Count values, the expected building loads and the elevation of the estimated seasonal low groundwater table, these soils should exhibit minimal compressibility and should not impact the proposed final design plans. If the building design or the intended foundation loads change, AEI should be informed immediately to re-evaluate the recommendations provided.

**Site Preparation**

The building area and parking/drive areas, plus a minimum margin of 5 feet beyond their outer lines, should be cleared and stripped to remove all surface vegetation, roots, topsoil, organic

debris, or any other encountered deleterious materials. The exposed subgrade soils should then be proof rolled and compacted to a minimum of 95% of the soil's modified Proctor maximum dry density as determined by ASTM Specification D-1557 before any fill material is placed. Compaction should be completed to a depth of 2 feet below proposed grade. If a 2-foot separation of clean sandy soils between proposed grades and the top of the Strata 7 & 8 soil is not provided, the building area, including a 5 foot perimeter from the edge of the building area, should be over-excavated to provide a 2 foot separation from the bottom of foundation, followed by compaction of the subgrade, prior to fill placement. In addition, a two-foot separation should be maintained between the bottom of foundation, and the seasonal high groundwater table. The exposed subgrade within pavement areas should be proof rolled and compacted to a minimum of 95% of the soil's modified Proctor maximum dry density to a depth of 1 foot. All fill required to bring the site to final grade should be inorganic, non-plastic, granular soil (clean sands) with less than 10% passing a U.S #200 sieve. In structural areas, the fill should be placed in level lifts not to exceed 12 inches loose and should be compacted to a minimum of 95% of the soil's modified Proctor maximum dry density as determined by ASTM Specification D-1557. Dependent on planned site grades, dewatering may be necessary if construction commences during periods of high groundwater levels. In-place density tests should be performed on each lift by an experienced engineering technician working under the direction of a registered geotechnical engineer to verify that the recommended degree of compaction has been achieved. We suggest a minimum testing frequency of one (1) test per lift per 2,500 square feet of area within structural limits and one (1) test per lift per 10,000 square feet in pavement areas. This fill should extend a minimum of 5 feet beyond building lines to prevent possible erosion or undermining of footing bearing soils. Further, fill slopes should not exceed 2 horizontal to 1 vertical (2H: 1V). All fill placed in utility line trenches and adjacent to footings beneath slabs on grade should also be properly placed and compacted to the specifications stated above. However, in these restricted working areas, compaction should be accomplished with lightweight, hand-guided compaction equipment and lift thicknesses should be limited to a maximum of 4 inches loose thickness.

### **Shallow Foundation Design**

Once the existing subgrade and new fill soils in the proposed structural support areas have been prepared in accordance with the preceding recommendations, the proposed building can be constructed on a system of conventional shallow spread or strip footings bearing at minimum depths below the finished floor elevations. Footings, which bear in densified existing soils or in new structural fill, may be designed based on a maximum allowable bearing pressure of 2,500 pounds per square foot. Minimum footing dimensions of 18 inches for strip footings and 24 inches for column footings should be used even though the maximum allowable bearing pressures may not be fully developed in all cases. A two-foot separation should be maintained between the seasonal high groundwater level and the bottom of foundation. Footings should bear at least 18 inches below finished exterior grades. For monolithic slab or post tension slab foundation design, a minimum of 12 inches embedment is recommended. Footing subgrade soils should be approved by the geotechnical engineer prior to placement of concrete and steel. As a minimum acceptance criterium, the footing subgrade soils should be compacted to a minimum density of 95% of the soils modified Proctor maximum dry density for a depth of 24 inches.

### LIMITATIONS

The geotechnical exploration and recommendations submitted herein are based on the data obtained from the soil borings presented on **Figure 3**. The report does not reflect any variations which may occur adjacent to or away from the borings. The nature and extent of the variations may not become evident until during construction. If variations then appear evident, it will be necessary to re-evaluate the recommendations presented in this report. An on-site visit may be required by a geotechnical engineer to note the characteristics of the variations during the construction period.

### CLOSURE

AEI appreciates the opportunity to participate in this project, and we trust that the information herein is sufficient for your immediate needs. If you have any questions or comments concerning the contents of this report, please do not hesitate to contact the undersigned.

Sincerely,

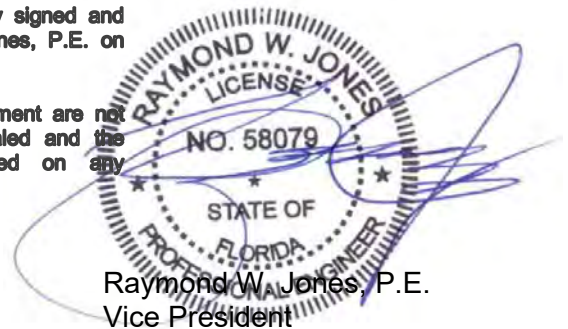
ANDREYEV ENGINEERING, INC.



Mark Livingston  
Project Manager

This item has been digitally signed and sealed by Raymond W. Jones, P.E. on 8/7/19

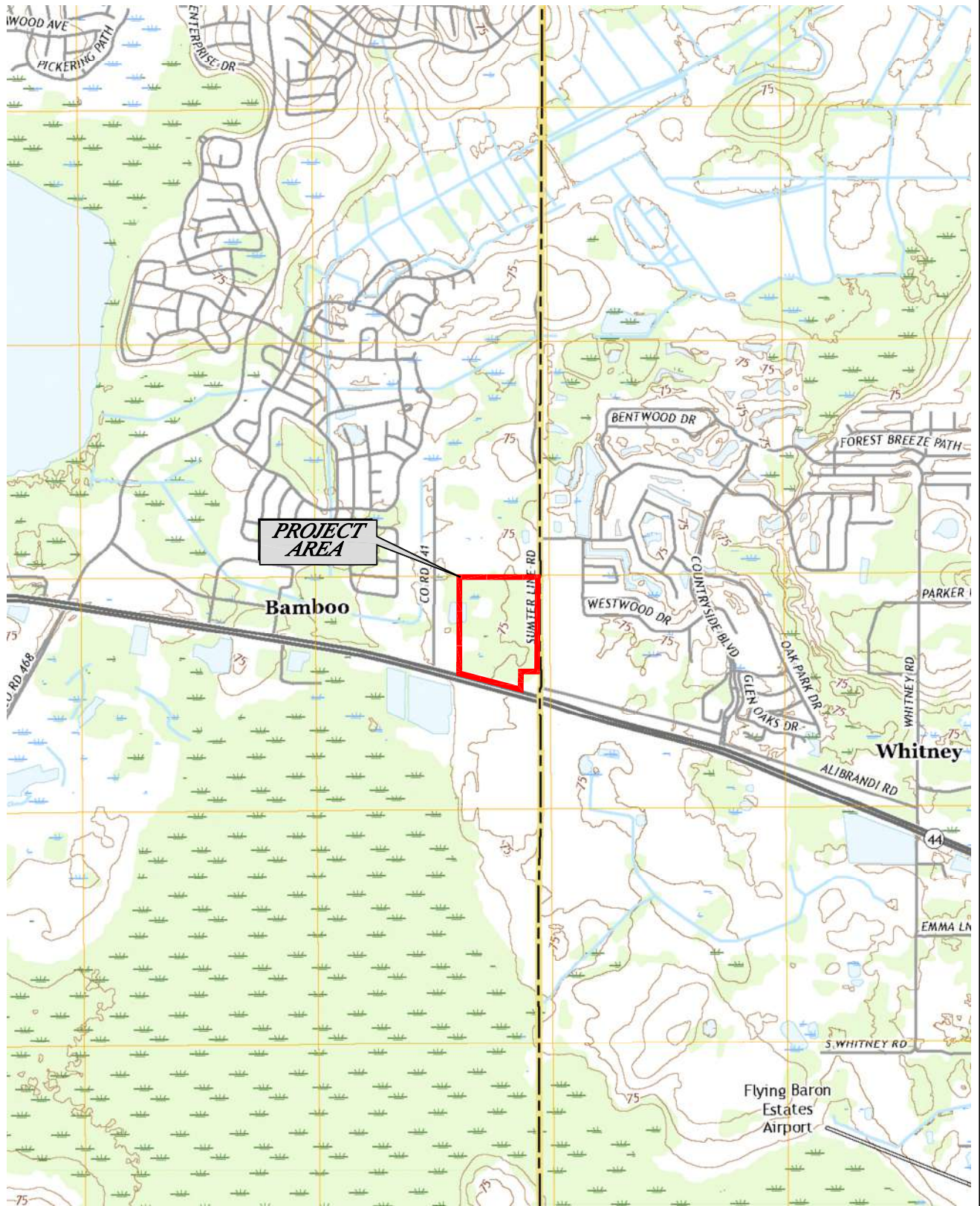
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies



Raymond W. Jones, P.E.  
Vice President  
Florida Registration No.58079

**FIGURE**





REFERENCE:  
 U.S.G.S. LEESBURG WEST, FLA.  
 QUADRANGLE MAP  
 DATED 2018  
 SECTION 24  
 TOWNSHIP 19 SOUTH  
 RANGE 23 EAST



**Andreyev  
 Engineering,  
 Inc.**

ADDITIONAL GEOTECHNICAL INVESTIGATION  
**FLORIDA SUN R.V. RESORT**  
 SR 44 & NE 90th PLACE  
 WILDWOOD, SUMTER COUNTY, FL

APPROXIMATE SCALE:  
 1" = 2000'

DATE: 07/30/19  
 PN: GPGT-19-059

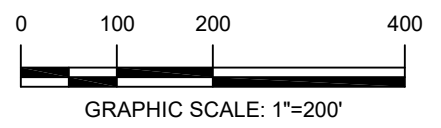
ENGINEER: RJ  
 DRAWN BY: DLS


U.S.G.S. TOPOGRAPHIC MAP

FIGURE 1

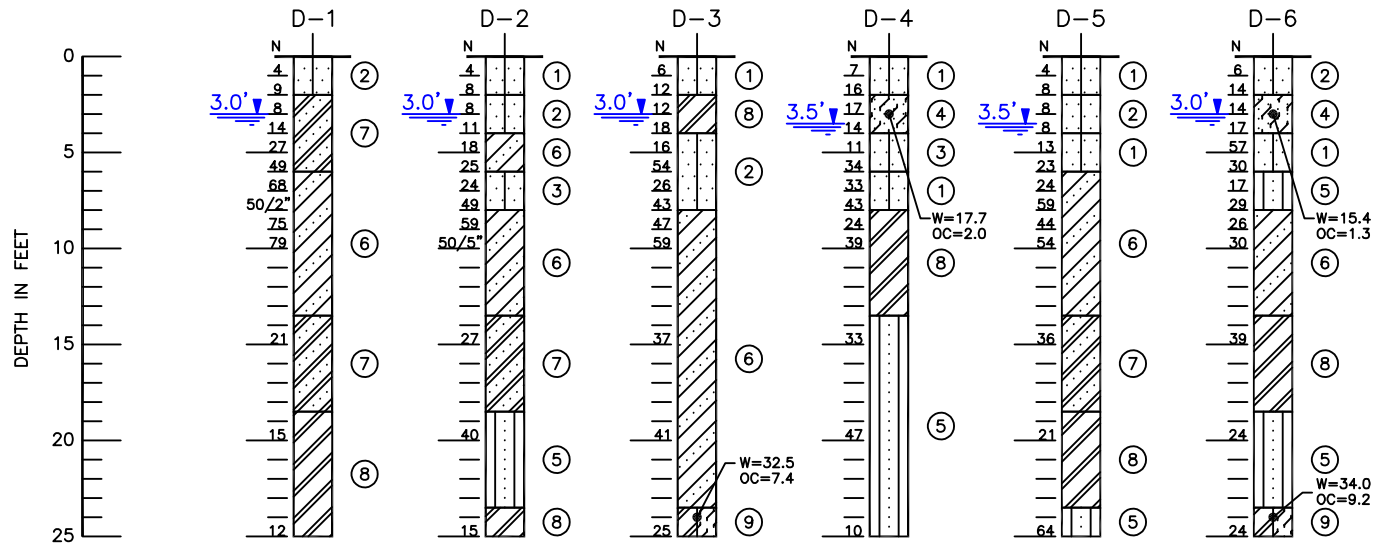


- LEGEND:**
- ⊕ APPROXIMATE LOCATION OF SPT BORING
  - ⊙ APPROXIMATE LOCATION OF SPT BORING PREVIOUSLY DRILLED
  - ⊗ APPROXIMATE LOCATION OF MACHINE AUGER BORING PREVIOUSLY DRILLED
  - ⊘ APPROXIMATE LOCATION OF HAND AUGER BORING PREVIOUSLY DRILLED



 <b>Andreyev Engineering, Inc.</b>	ADDITIONAL GEOTECHNICAL INVESTIGATION <b>FLORIDA SUN R.V. RESORT</b> SR 44 & NE 90th PLACE WILDWOOD, SUMTER COUNTY, FL	
	APPROXIMATE SCALE: <b>1"=200'</b>	DATE: 08/07/19 PN: GPGT-19-059
<b>BORING LOCATION PLAN</b> FIGURE 2		





**LEGEND:**

- ① BROWN TO GRAY FINE SAND TO SLIGHTLY SILTY FINE SAND (SP)(SP-SM)
- ② LIGHT BROWN TO LIGHT GRAY FINE SAND TO SLIGHTLY SILTY FINE SAND (SP)(SP-SM)
- ③ DARK BROWN TO REDDISH BROWN TO YELLOWISH BROWN FINE SAND TO SLIGHTLY SILTY FINE SAND (SP)(SP-SM)
- ④ BLACK SLIGHTLY ORGANIC FINE SAND (PT)
- ⑤ BROWN TO REDDISH BROWN TO YELLOWISH BROWN TO GRAY SILTY FINE SAND (SM)
- ⑥ REDDISH BROWN TO YELLOWISH BROWN TO GRAY SLIGHTLY CLAYEY TO CLAYEY FINE SAND (SP-SC)(SC)
- ⑦ DARK BROWN TO REDDISH BROWN TO YELLOWISH BROWN TO GRAY SANDY CLAY (CL)
- ⑧ GREENISH GRAY TO GRAY CLAY (CH)
- ⑨ BLACK ORGANIC CLAY (CH)

(SP) UNIFIED SOIL CLASSIFICATION SYSTEM GROUP SYMBOL

1.0' DEPTH TO GROUNDWATER, JULY 19 & 20, 2019

N STANDARD PENETRATION RESISTANCE, IN BLOWS PER FOOT

W MOISTURE CONTENT, IN PERCENT

OC ORGANIC CONTENT, IN PERCENT

50/1" 50 HAMMER BLOWS TO ADVANCE SAMPLING TOOL ONE INCH



**Andreyev  
Engineering,  
Inc.**

ADDITIONAL GEOTECHNICAL INVESTIGATION  
**FLORIDA SUN R.V. RESORT**  
SR 44 & NE 90th PLACE  
WILDWOOD, SUMTER COUNTY, FL

APPROXIMATE SCALE:

1" = 10'

DATE: 07/30/19

ENGINEER: RJ

PN: GPGT-19-059

DRAWN BY: DLS

SOIL PROFILES

FIGURE 3



**June 11, 2019**  
**GPGT-19-059**

**To: CW4, Inc.**  
**P.O. Box 680**  
**Oxford, Florida 34484**  
**Attention: Mr. Winston Bailey**

**C/O: Kimley-Horn and Associates, Inc.**  
**101 East Silver Springs Boulevard, Suite 400**  
**Ocala, FL 34470**

**Subject: Geotechnical Investigation, Florida Sun R.V. Resort, S.R. 44 and NE 90<sup>th</sup>**  
**Plaza, Wildwood, Sumter County, Florida**

Dear Mr. Bailey:

As requested by Mr. Scott Weeks of Kimley-Horn and Associates, Inc., Andreyev Engineering, Inc. (AEI) has completed a geotechnical investigation for the above referenced project location. We understand the proposed RV Resort Facility will include a clubhouse with pool area, and improved parking/drive areas for recreational sized vehicles. Stormwater runoff from the planned development will be directed to three (3) proposed on-site stormwater retention pond areas. The following report presents the results of our field and laboratory investigation along with an evaluation of the soil and groundwater conditions.

### **SITE LOCATION AND PROJECT DESCRIPTION**

The subject site is located at S.R. 44 and NE 90<sup>th</sup> Plaza, in Wildwood, Sumter County, Florida. The site is located in Section 24, Township 19 South, and Range 23 East, in Wildwood, Sumter County, Florida. We have included the U.S.G.S. Topographic Map, which depicts the location of the site, on the attached **Figure 1**. In addition, the U.S. Department of Agriculture, Natural Resources Conservation Service (NRCS) map for the subject site has been included on the attached **Figure 2**.

### **PURPOSE AND SCOPE OF SERVICES**

The purpose of this geotechnical investigation and evaluation was to assess the shallow soil and groundwater conditions, provide recommendations regarding site suitability for foundation support of proposed buildings on shallow foundations, provide recommendations for pavement section design, recommendations for stormwater pond design, and selection of aquifer parameters for recovery analysis. The boring locations were selected by representatives of Kimley-Horn and Associates, Inc. as shown on the attached boring location plan, presented as **Figure 3**.

The scope of this investigation included:



- Drilled six (6) Standard Penetration Test (SPT) borings, designated as A-1 through A-6, to depths of 15 to 55 feet below ground surface, within the proposed building and pool areas, for foundation evaluation.
- Drilled ten (10) manual auger borings, designated as B-1 through B-10, to a depth of 6 feet, within the proposed paved parking/drive areas.
- Drilled six (6) machine auger borings, designated as PB-1 through PB-6, to a depth of 15 feet, within the proposed stormwater retention pond areas.
- Collected four (4) undisturbed permeability tube samples from the proposed retention pond areas and conducted laboratory permeability testing, on the undisturbed permeability tube samples, to assess soil hydraulic conductivity.
- Measured the depth of the groundwater table at each boring location (where encountered).
- Estimated normal seasonal high groundwater table levels.

Samples were recovered from the borings and returned to AEI's laboratory for visual classification and stratification. Soils strata were classified according to the Unified Soil Classification System (USCS). The approximate boring locations are shown on **Figure 3** and results of the Standard Penetration Test (SPT) and auger borings, in profile form, are presented on **Figure 4**. On the profile, horizontal lines designating the interface between differing materials represent approximate boundaries. The actual transition between layers is typically gradual.

### **NATURAL RESOURCES CONSERVATION SERVICE SOIL SURVEY**

The publication titled "Soil Survey of Sumter County, Florida" published by the U.S. Department of Agriculture, Natural Resources Conservation Service (NRCS) was reviewed. For your reference, we have included a portion of the NRCS Soil Map which depicts the location of the subject site on the attached **Figure 2**. The four (4) soil map units for the subject project location are identified as:

**Soil Map Unit 30:      *Placid Fine Sand, Frequently Ponded, 0 to 1 Percent Slopes***

**Brief Description:**      *"This soil is nearly level very poorly drained. It is in depressional areas and in poorly defined drainageways that pond. The slopes are concave and range from 0 to 1 percent. Typically, the surface layer is black fine sand about 10 inches thick underlain by very dark gray fine sand to a depth of about 16 inches. The underlying material, to a depth of about 28 inches, is grayish brown fine sand and to a depth of 80 inches or more is white fine sand. This soil has water above the surface for 6 to 9 months. The available water capacity is moderate. Permeability is rapid throughout. Ponding is a severe limitation for urban and recreational uses. This limitation can be overcome by installing a drainage system to lower the high water table during wet periods and by using a suitable fill material in the depressions. Seepage should be controlled before using this soil for sanitary facilities because of the possibility of pollution of water supplies. The sandy texture is a severe limitation for recreational use and causes poor trafficability in unpaved areas. A suitable topsoil fill material should be used or some other type of surface stabilization is needed to overcome this limitation."*

**Soil Map Unit 31:      *Myakka-Myakka, Wet, Sands, 0 to 2 Percent slopes***

**Brief Description:**      *“This soil is nearly level and is poorly drained. It is on broad areas on the flatwoods. The slopes are smooth to concave and range from 0 to 2 percent. Typically, the surface layer is black sand about 6 inches thick. The subsurface layer, to a depth of about 25 inches, is gray sand and fine sand. The upper part of the subsoil, to a depth of about 31 inches, is black fine sand. The lower part, to a depth of 40 inches, is dark brown fine sand. It is weakly cemented in a few places. The upper part of the substratum to a depth of 51 inches, is light brownish yellow fine sand. The lower part to a depth of 80 inches or more is light gray fine sand. In most years, this soil has a high water table within 10 inches of the surface for 1 month to 4 months and recedes to a depth of more than 40 inches during very dry periods. The available water capacity is low. Permeability is rapid in the surface layer, subsurface layer, and substratum and is moderate or moderately rapid in the subsoil. Wetness is a severe limitation for urban and recreational uses. This wetness limitation can be reduced or overcome by installing a drainage system to lower the high water table during wet periods.”*

**Soil Map Unit 50:      *Immokalee Sand***

**Brief Description:**      *“This soil is nearly level and is poorly drained. It is on the broad flatwoods. The slopes are smooth and range from 0 to 2 percent. Typically, the surface layer is very dark gray sand about 6 inches thick. The subsurface layer, to a depth of about 34 inches, is light gray sand. The subsoil, to a depth of about 58 inches, is dark reddish brown and dark brown sand. The substratum to a depth of 80 inches or more is brown sand. In most years, this soil has a high water table within 10 inches of the surface for 1 month to 4 months. It recedes to a depth of more than 40 inches during dry periods. The available water capacity is low. Permeability is rapid throughout except in the moderately permeable subsoil. Natural fertility is low. Wetness is a severe limitation for urban and recreational uses. This wetness limitation can be reduced or overcome by installing a drainage system to lower the high water table during wet periods.”*

**\*Soil Map Unit 67:      *Wabasso Sand, 0 to 2 percent slopes***

**Brief Description:**      *“This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restrictive depth) is moderate. Shrink-swell potential is moderate. This soil is not flooded. It is not ponded. A seasonal zone of water saturations is at 12 inches during June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 6 percent.”*

\*These soil map unit descriptions are not presented in the 1975 NRCS “Soil Survey of Sumter County, Florida” publication, including revisions made to soil descriptions in 2004. These soil descriptions are interpreted from corresponding soil survey map units published for nearby counties.

## **SOIL AND GROUNDWATER CONDITIONS**

### **Soil Conditions**

The soil types encountered at the boring locations are presented in the form of soil profiles on the attached **Figure 4**. The stratification presented is based on visual examination of the recovered soil samples and the interpretation of the field logs by a geotechnical engineer.

In general, the borings encountered the following soil Strata:

- Brown to Gray fine sand to slightly silty fine sand (Stratum 1)
- Light Brown to Light Gray fine sand to slightly fine sand (Stratum 2)
- Dark Brown to Reddish-brown to Yellowish-brown fine sand to slightly silty fine sand (Stratum 3)
- Black Organic fine sand (Stratum 4)
- Brown to Reddish-brown to Yellowish-brown to Gray silty fine sand (Stratum 5)
- Reddish-brown to Yellowish-brown to Gray slightly clayey to clayey fine sand (Stratum 6)
- Dark Brown to Reddish-brown to Yellowish-brown to Gray sandy clay (Stratum 7)
- Greenish-gray to Gray clay (Stratum 8)

Standard Penetration Test (SPT) borings measure soil density using a split spoon sampler advanced by a 140-pound hammer dropped repeatedly a distance of 30 inches. The N-value, which is shown next to the corresponding depths of the boring profile, is the number of blows by the hammer required to advance the split spoon sampler one (1) foot. Split spoon sampling was conducted continuously in the upper 10 feet and at 5-foot intervals thereafter. Also included, adjacent to the SPT borings, are the blow counts or "N" values. The "N" values have been empirically correlated with various soil properties and are considered to be indicative of the relative density of cohesionless soils and the consistency of cohesive material. The upper four feet of the SPT borings were drilled manually to avoid damage to possible underground utilities. Upon completion of drilling, the SPT boreholes were backfilled with additional bentonite and soil materials.

Correlation of the SPT-N values with relative density, unconfined compressive strength and consistency are provided in the following table:

Coarse-Grained Soils		Fine Grained Soils		
Penetration Resistance N (blows/ft)	Relative Density of Sand	Penetration Resistance N (blows/ft)	Unconfined Compressive Strength of Clay (tons/ft <sup>2</sup> )	Consistency of Clay
0-4	Very Loose	<2	<0.25	Very Soft
4-10	Loose	2-4	0.25-0.50	Soft
10-30	Medium-Dense	4-8	0.50-1.00	Medium
30-50	Dense	8-15	1.00-2.00	Stiff
>50	Very Dense	15-30	2.00-4.00	Very Stiff
		>30	>4.00	Hard

Please refer to **Figures 3 and 4** for boring locations, strata depths, and encountered soil conditions. The stratification lines represent the approximate boundaries between soil types. The actual transition may be gradual. Minor variations not considered important to our engineering evaluations may have been abbreviated or omitted for clarity.

### **Groundwater Conditions**

At the time of drilling, groundwater was encountered at boring locations A-1 through A-6, PB-1 through PB-6, B-3 and B-4, ranging from 3.0 to 5.5 feet below the existing ground surface. The stabilized groundwater measurements are shown on the soil profile, on **Figure 4**. Based on the encountered subsurface conditions, our local experience, and antecedent rainfall conditions, the normal seasonal high groundwater level is estimated to exist about 2 feet above measured levels.

### **Laboratory Permeability Test Results**

Laboratory permeability testing was conducted on four (4) undisturbed tube samples, collected from retention pond borings PB-2, PB-3, PB-4, and PB-6. The results of the laboratory permeability tests are shown adjacent to the tested depth and corresponding soil profile on **Figure 4**.

## **EVALUATION AND RECOMMENDATIONS**

### **General**

Based on the results of this investigation and our evaluation of the encountered subsurface conditions, it is our opinion that the site soils are generally suitable to support the proposed development, provided that proper site soil preparation and soil densification are carried out.

Please note that very loose to excessively loose soil conditions (very low N-values and weight of hammer conditions indicated during soil sampling) were encountered between 25 and 50 feet below ground surface at boring locations A-1 and A-2. Given our experience with this area of Florida, we would recommended additional investigations of this area to further evaluate the

extent of these conditions and determine if additional ground stabilization and improvement recommendations are needed to ensure long-term performance of a building constructed on shallow foundations over this area. As a result, we would recommend supplemental studies of the proposed clubhouse foundation area, prior to final design and construction.

Site preparation for all structural support should provide a minimum 2-foot separation between the top of the encountered Strata 6 & 7 clayey soils, and the bottom of lowest foundation level, or bottom of roadway base material. In addition, to prevent moisture related problems, we recommend a two-foot separation be maintained between the bottom of foundation, the seasonal high groundwater table and the top of any Strata 6 and/or 7 soil types that were encountered.

Conventional pavement section design and construction using flexible or semi flexible pavement sections appear to be possible at this site provided that a two-foot separation is maintained between the pavement base coarse, estimated normal seasonal high groundwater table level, and the top of any encountered Stratum 6 and/or 7 clayey to clay type soils.

Based on the results of this investigation, the proposed stormwater retention areas, located in the vicinity of PB-1 through PB-6, appear suitable for shallow dry stormwater retention or wet retention/detention. The on-site Strata 1, 2, and 3 sandy soils, excavated from the proposed retention pond areas, should be suitable for general fill purposes.

More specific recommendations for the building areas, pavement areas, and stormwater retention pond areas are provided below.

### **Site Preparation**

The building area and parking/drive areas, plus a minimum margin of 5 feet beyond their outer lines, should be cleared and stripped to remove all surface vegetation, roots, topsoil, organic debris, or any other encountered deleterious materials. The exposed subgrade soils should then be proof rolled and compacted to a minimum of 95% of the soil's modified Proctor maximum dry density as determined by ASTM Specification D-1557 before any fill material is placed. Compaction should be completed to a depth of 2 feet below proposed grade. If a 2-foot separation of clean sandy soils between proposed grades and the top of the Strata 6&7 soil is not provided, the building area, including a 5 foot perimeter from the edge of the building area, should be over-excavated to provide a 2 foot separation from the bottom of foundation, followed by compaction of the subgrade, prior to fill placement. In addition, a two-foot separation should be maintained between the bottom of foundation, and the seasonal high groundwater table. The exposed subgrade within pavement areas should be proof rolled and compacted to a minimum of 95% of the soil's modified Proctor maximum dry density to a depth of 1 foot. All fill required to bring the site to final grade should be inorganic, non-plastic, granular soil (clean sands) with less than 10% passing a U.S #200 sieve. In structural areas, the fill should be placed in level lifts not to exceed 12 inches loose and should be compacted to a minimum of 95% of the soil's modified Proctor maximum dry density as determined by ASTM Specification D-1557. Dependent on planned site grades, dewatering may be necessary if construction commences during periods of high groundwater levels. In-place density tests should be performed on each lift by an experienced engineering technician working under the direction of a registered geotechnical engineer to verify that the recommended degree of compaction has been achieved. We suggest a minimum testing frequency of one (1) test per lift per 2,500 square feet of area within structural limits and one (1) test per lift per 10,000 square feet in pavement areas. This fill should extend a minimum of 5 feet beyond building lines to prevent possible erosion or undermining of footing bearing soils. Further, fill slopes should not exceed 2 horizontal to 1 vertical (2H: 1V). All fill placed in utility line trenches and adjacent to footings beneath slabs on grade should also be properly placed and compacted



to the specifications stated above. However, in these restricted working areas, compaction should be accomplished with lightweight, hand-guided compaction equipment and lift thicknesses should be limited to a maximum of 4 inches loose thickness.

### **Shallow Foundation Design**

Once the deeper subsurface conditions have been evaluated and confirmed acceptable, and the existing subgrade and new fill soils in the proposed clubhouse area have been prepared in accordance with the preceding recommendations, the proposed building can be constructed on a system of conventional shallow spread or strip footings bearing at minimum depths below the finished floor elevations. Footings, which bear in densified existing soils or in new structural fill, may be designed based on a maximum allowable bearing pressure of 2,500 pounds per square foot. Minimum footing dimensions of 18 inches for strip footings and 24 inches for column footings should be used even though the maximum allowable bearing pressures may not be fully developed in all cases. A two-foot separation should be maintained between the seasonal high groundwater level and the bottom of foundation. Footings should bear at least 18 inches below finished exterior grades. Footing subgrade soils should be approved by the geotechnical engineer prior to placement of concrete and steel. As a minimum acceptance criterium, the footing subgrade soils should be compacted to a minimum density of 95% of the soils modified Proctor maximum dry density for a depth of 24 inches.

### **Paved Areas**

In general, the compacted subsurface soils will be suitable for support of a flexible (limerock) or semi-flexible (soil-cement) type pavement base after subgrade preparation. The use of one system over another is normally governed by the depth to the encountered and/or seasonal high groundwater table. Soil cement is typically used in areas where the wet season groundwater table levels are within 12 inches of the proposed bottom of the pavement subbase. A two-foot separation should be maintained between the bottom of the pavement base course and the top of any encountered Stratum 6 and/or 7 clayey soils in order to prevent perched groundwater from affecting the pavement section and causing premature pavement section failure. As a possible pavement design alternative, AEI also presents recommendations for a rigid pavement section.

Typical flexible and semi-flexible pavement sections are as follows:

#### **Limerock Base**

1-1/2" to 2-1/2" asphaltic concrete wearing surface

8" to 10" limerock base course, quality of limerock to be in accordance with current Florida Department of Transportation specifications and compacted to a minimum density equivalent to 98 percent of the modified Proctor maximum density (AASHTO T-180).

12" stabilized subbase with minimum Limerock Bearing Ratio (LBR) of 40 percent. The subbase should be compacted to a minimum density equivalent to 98 percent of the modified Proctor maximum density (AASHTO T-180). The subgrade material, below the subbase, shall be compacted to minimum density of 98% of the modified Proctor maximum density of the soil.

**Soil-Cement Base**

1-1/2" to 2-1/2" asphaltic concrete wearing surface

8" to 10" soil-cement base designed and constructed in accordance with current Portland Cement Association recommended methods.

12" subgrade consisting of free draining natural fine sand or fine sand fill with less than 7 percent passing a U.S. #200 sieve. Subgrade to be compacted to a minimum density of 98 percent of the modified Proctor maximum density (AASHTO T-180).

**Crushed Concrete Base**

1-1/2" to 2-1/2" asphaltic concrete wearing surface

8" to 10" crushed concrete base with the quality of crushed concrete to be in accordance with current Florida Department of Transportation specifications and should have a minimum Limerock Bearing Ratio (LBR) of 150 and be compacted to at least 98 percent of the Modified proctor maximum dry density per ASTM D-1557.

12" stabilized subbase with minimum Limerock Bearing Ratio (LBR) of 40 percent. The subbase should be compacted to a minimum density equivalent to 98 percent of the modified Proctor maximum density per ASTM D-1557. The subgrade material, below the subbase, shall be compacted to minimum density of 98% of the modified Proctor maximum density of the soil per ASTM D-1557.

Type of Development	ADT (average daily traffic)	Limerock or Soil Cement or Crushed Concrete Base Thickness	Wearing Surface Thickness
Residential & Commercial	< 1,500	8"	1 1/2"
	>1,500	10"	2 1/2"

The pavement section should be designed based on expected traffic including truck loads. Traffic should not be allowed on the subgrade prior to placement of the base to avoid rutting. The final pavement thickness design should be checked by the project civil engineer using data contained in this report and anticipated traffic conditions.

As a possible pavement section design alternative, AEI presents recommendations for a rigid pavement section as follows:

**Rigid Pavement**

6" reinforced concrete wearing surface: Designed to withstand the design traffic loads and jointed to reduce the chances for crack development. The concrete should have a minimum unconfined compressive strength of 3,000 psi.

12" subgrade: consisting of free draining natural fine sand or fine sand fill. Subgrade to be compacted to a minimum density equivalent to 98 percent of the modified Proctor maximum density (AASHTO T-180).

**Retention Pond Area**

Based on the results of the borings and permeability tests, the three proposed stormwater retention pond areas, located in the vicinity of PB-1 & PB-2, PB-3, PB-4 & PB-5, and PB-6, appear suitable for shallow dry stormwater retention or wet retention/detention pond design. The on-site Strata 1, 2, and 3 sandy soils, excavated from the proposed retention pond areas, should be suitable for general fill purposes.

For analysis and design purposes the following aquifer characteristics should be used. These aquifer characteristics were determined from the results of the field and laboratory investigations, adjusting for depth and soil variability:

<b>Boring Location</b>	<b>Bottom of Aquifer *</b>	<b>Avg. Unsat. Vertical Hydraulic Conductivity (ft/day)</b>	<b>Avg. Horizontal Hydraulic Conductivity (ft/day)</b>	<b>Seasonal High Groundwater Level *</b>	<b>Soil Storage Coefficient</b>
PB-1 & PB-2 Averaged	6.5	23.3	22.4	1.5**	0.20
PB-3	3.5	10.0	36.6	2.8**	0.20
PB-4 & PB-5 Averaged	12.0	10.9	18.8	3.5**	0.20
PB-6	9	8.0	21.8	3.0**	0.20

\*- Feet below land surface

\*\*- SHGWL estimated at 2 foot above measured levels at time of study

Factors of safety have not been applied to the above weighted average permeability values. For the purpose of recovery analysis in accordance with water management district rules, a factor of 2 should be applied to the unsaturated vertical permeability to account for long-term performance and siltation of the pond bottom.

The following formulas were used in the calculation of both the weighted average horizontal and weighted average vertical permeabilities:

$$\text{Weighted Average Horizontal Permeability} = \frac{Kh_1 \cdot L_1 + Kh_2 \cdot L_2 + Kh_3 \cdot L_3 + \dots + Kh_n \cdot L_n}{\sum L}$$

$$\text{Weighted Average Vertical Permeability} = \frac{\sum L}{\frac{L_1}{Kv_1} + \frac{L_2}{Kv_2} + \frac{L_3}{Kv_3} + \dots + \frac{L_n}{Kv_n}}$$



### LIMITATIONS

The geotechnical exploration and recommendations submitted herein are based on the data obtained from the soil borings presented on **Figure 4**. The report does not reflect any variations which may occur adjacent to or away from the borings. The nature and extent of the variations may not become evident until during construction. If variations then appear evident, it will be necessary to re-evaluate the recommendations presented in this report. An on-site visit may be required by a geotechnical engineer to note the characteristics of the variations during the construction period. This investigation was preliminary in nature, directed only at the stormwater retention areas and as such additional geotechnical investigations may be required prior to final design and permitting.

### CLOSURE

AEI appreciates the opportunity to participate in this project, and we trust that the information herein is sufficient for your immediate needs. If you have any questions or comments concerning the contents of this report, please do not hesitate to contact the undersigned.

Sincerely,

ANDREYEV ENGINEERING, INC.



Mark Livingston  
Project Manager

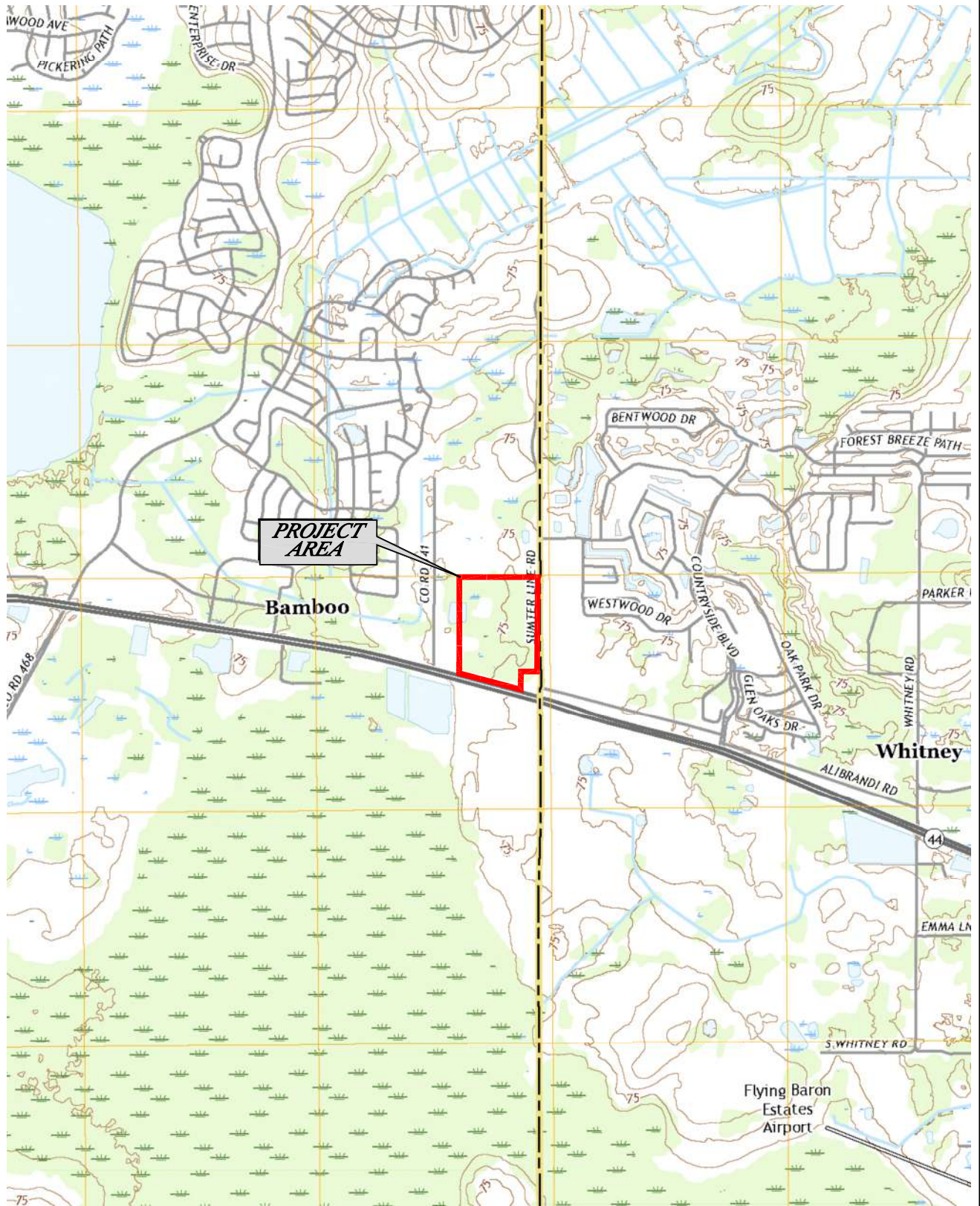
This item has been digitally signed and sealed by Raymond W. Jones, P.E. on 6/12/19

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies



Raymond W. Jones, P.E.  
Vice President  
Florida Registration No.58079

## FIGURES



REFERENCE:  
 U.S.G.S. LEESBURG WEST, FLA.  
 QUADRANGLE MAP  
 DATED 2018  
 SECTION 24  
 TOWNSHIP 19 SOUTH  
 RANGE 23 EAST



**Andreyev  
 Engineering,  
 Inc.**

GEOTECHNICAL INVESTIGATION  
**FLORIDA SUN R.V. RESORT**  
 SR 44 & NE 90th PLACE  
 WILDWOOD, SUMTER COUNTY, FL

APPROXIMATE SCALE:  
 1" = 2000'

DATE: 06/07/19

ENGINEER: RJ

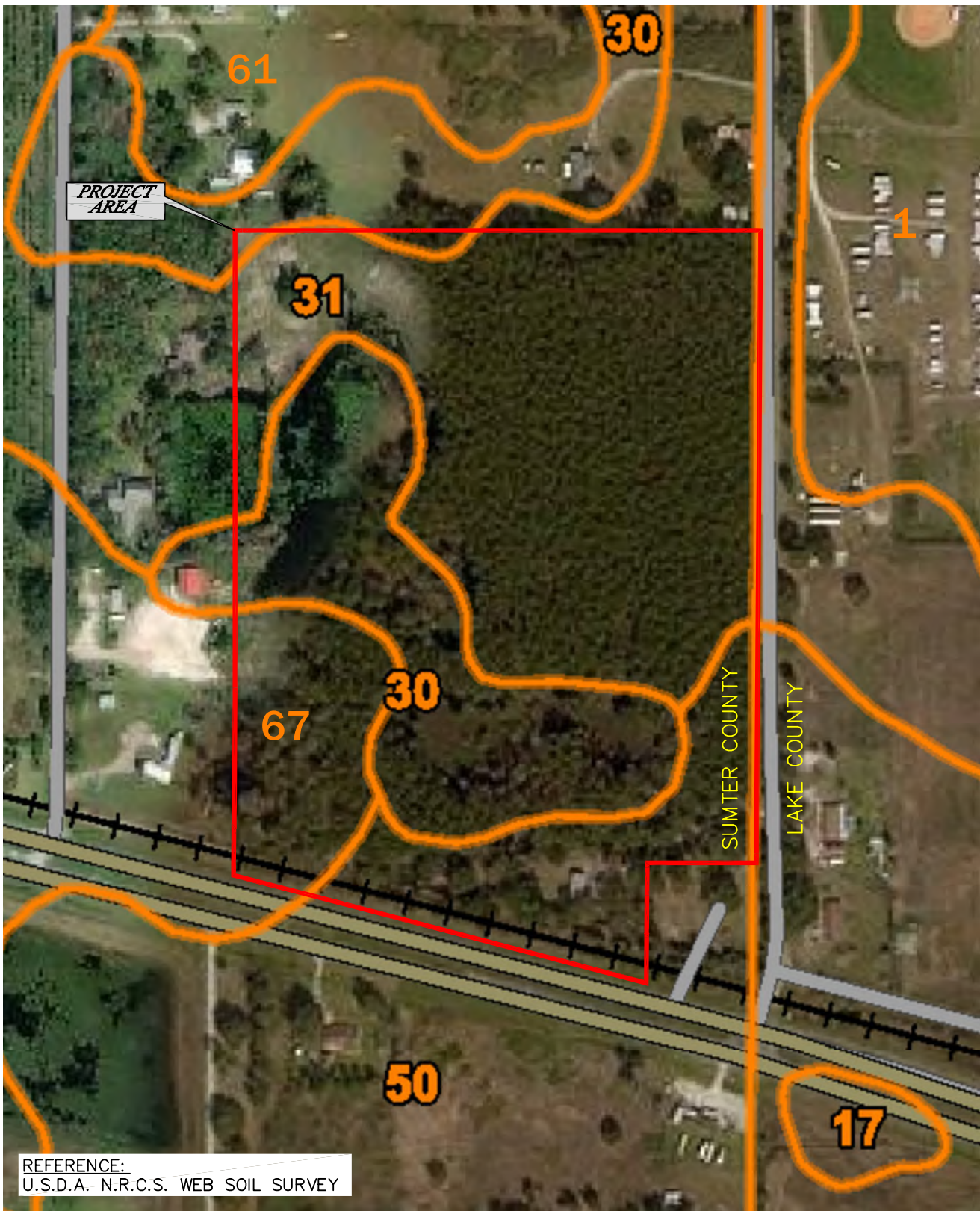
PN: GPGT-19-059

DRAWN BY: DLS

U.S.G.S. TOPOGRAPHIC MAP

FIGURE 1





REFERENCE:  
U.S.D.A. N.R.C.S. WEB SOIL SURVEY

**LEGEND:**

**SUMTER COUNTY:**

- 30 PLACID FINE SAND, FREQUENTLY PONDED
- 31 MYAKKA-MYAKKA, WET, SANDS
- 50 IMMOKALEE SAND
- 61 EAUGALLIE FINE SAND
- 67 WABASSO FINE SAND



**Andreyev  
Engineering,  
Inc.**

APPROXIMATE SCALE:

1"=300'

DATE: 06/07/19

PN: GPGT-19-059

ENGINEER: RJ

DRAWN BY: DLS

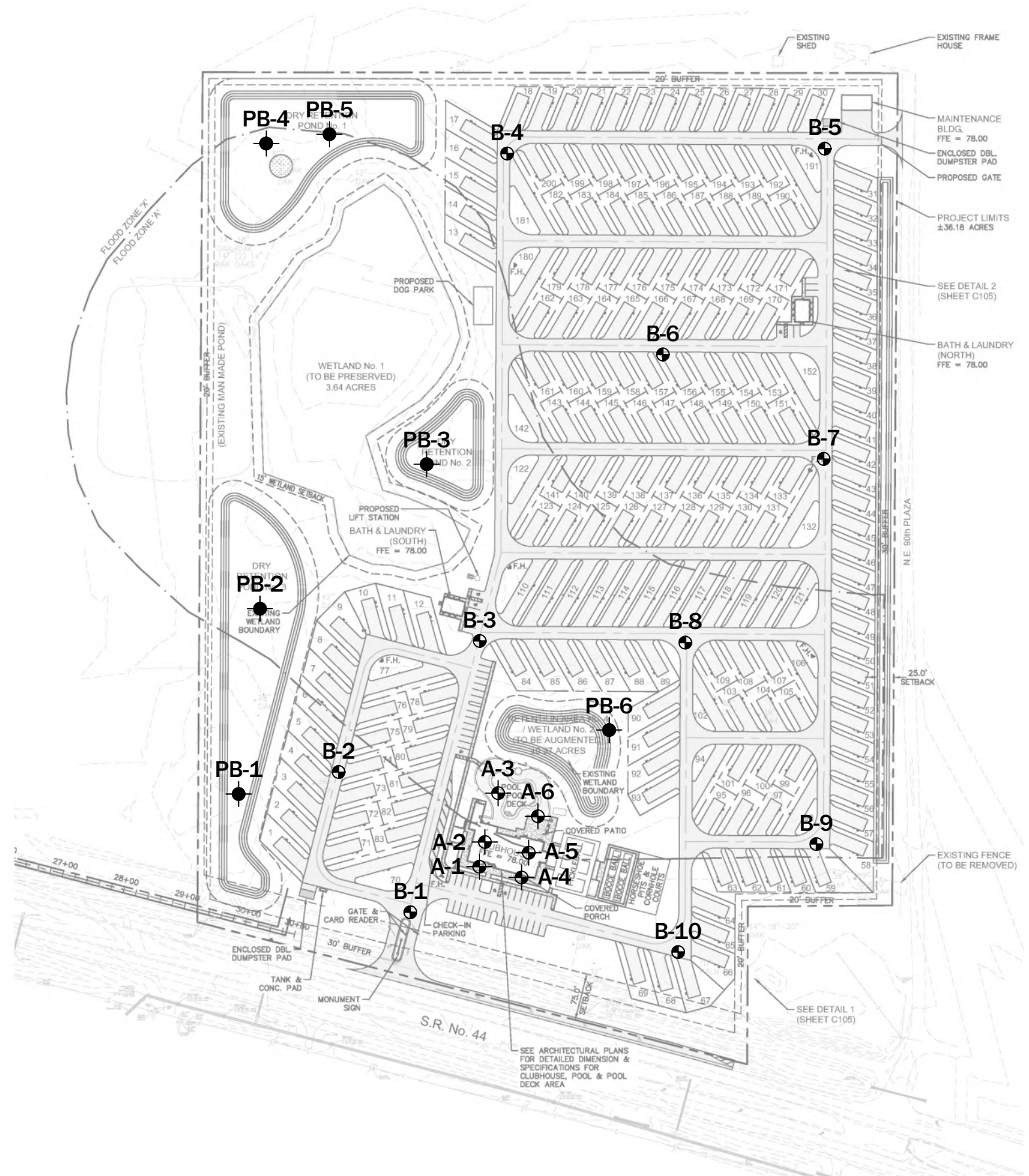
GEOTECHNICAL INVESTIGATION

**FLORIDA SUN R.V. RESORT**  
SR 44 & NE 90th PLACE  
WILDWOOD, SUMTER COUNTY, FL

N.R.C.S. SOIL SURVEY MAP

FIGURE 2






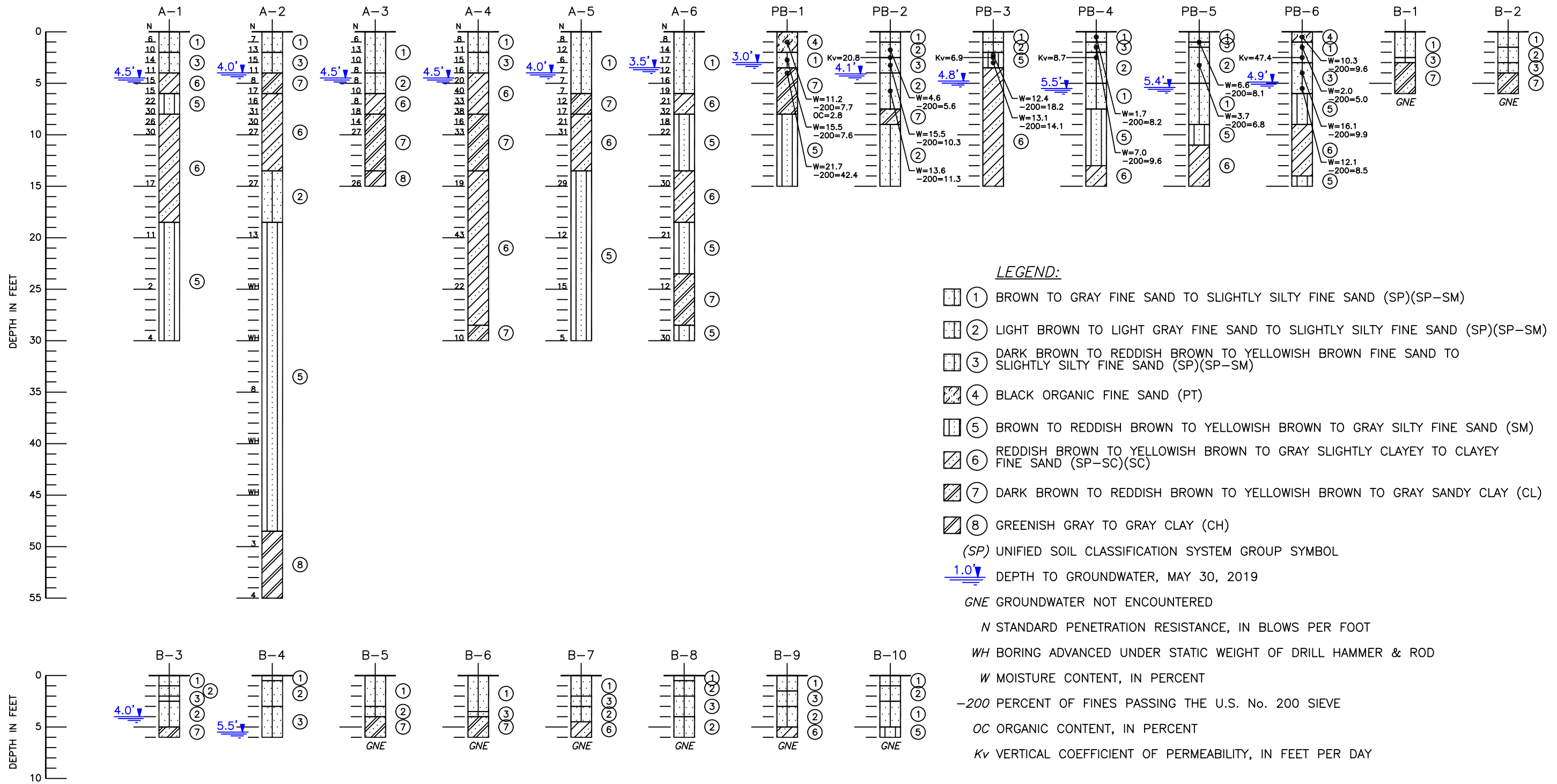
**LEGEND:**


- APPROXIMATE LOCATION OF SPT BORING
- APPROXIMATE LOCATION OF MACHINE AUGER BORING
- ⊙ APPROXIMATE LOCATION OF HAND AUGER BORING

0 100 200 400

GRAPHIC SCALE: 1"=200'

 <b>Andreyev Engineering, Inc.</b>	GEOTECHNICAL INVESTIGATION <b>FLORIDA SUN R.V. RESORT</b> SR 44 & NE 90th PLACE WILDWOOD, SUMTER COUNTY, FL	
	BORING LOCATION PLAN FIGURE 3	
APPROXIMATE SCALE: 1"=200'	DATE: 06/12/19 PN: GPJT-19-059	ENGINEER: RJ DRAWN BY: DLS



 <b>Andreyev Engineering, Inc.</b>	GEOTECHNICAL INVESTIGATION <b>FLORIDA SUN R.V. RESORT</b> SR 44 & NE 90th PLACE WILDWOOD, SUMTER COUNTY, FL	
	<b>SOIL PROFILES</b> FIGURE 4	
APPROXIMATE SCALE: 1" = 10'	DATE: 06/07/19 PN: GPGT-19-059	ENGINEER: RJ DRAWN BY: DLS



**July 10, 2019**  
**GPGT-19-059**

**To: CW4, Inc.**  
**P.O. Box 680**  
**Oxford, Florida 34484**  
**Attention: Mr. Winston Bailey**

**C/O: Kimley-Horn and Associates, Inc.**  
**101 East Silver Springs Boulevard, Suite 400**  
**Ocala, FL 34470**

**Subject: Supplemental Geotechnical Investigation, Florida Sun R.V. Resort, S.R. 44**  
**and NE 90<sup>th</sup> Plaza, Wildwood, Sumter County, Florida**

Dear Mr. Bailey:

As requested by Mr. Scott Weeks of Kimley-Horn and Associates, Inc., Andreyev Engineering, Inc. (AEI) has completed a supplemental geotechnical investigation for the above referenced project location. In our previous geotechnical investigation, report **GPGT-19-059**, excessively loose soil conditions were encountered within the proposed clubhouse foundation area, at boring A-2.

### **PURPOSE AND SCOPE OF SUPPLEMENTAL SERVICES**

The purpose of this supplemental geotechnical investigation and evaluation was to further assess the soil and groundwater conditions throughout the clubhouse building location, and provide recommendations regarding foundation design of the clubhouse building.

Ten (10) Cone Penetration Test (CPT) borings were conducted to further identify the extent of loose conditions and to determine if additional ground stabilization and improvement recommendations are needed to ensure long term performance of the building constructed on shallow foundations over this area. The following report presents the results of our field investigation along with an evaluation of the subsurface conditions.

### **FIELD INVESTIGATION AND RESULTS**

A total of ten (10) Cone Penetration Test soundings with pore pressure measurements, CPTU tests were performed as a part of the supplemental investigation. The approximate locations of the CPTU tests are shown in the boring location plan, labeled **Figure 1**. The CPTU tests were carried out by Direct Push Services, LLC (DPS) on June 21, 2019. The standard CPTU test results prepared by Direct Push Services are presented in **Attachment A**. The CPTU results were also analyzed using the CPT analyses software CPeT-IT developed by Geologismiki Geotechnical Software, and included in **Attachment B**.



Cone penetration testing is a geotechnical investigation technique designed to evaluate subsurface conditions and geotechnical soil properties. Cone penetrometer tests (CPT) are a quasistatic penetration test, meaning that the cone is pushed at a slow rate rather than driven with a hammer or rotary drilling. During a cone penetration test, a instrumented cylindrical metal cone is advanced below land surface at a constant and slow rate, normally by a hydraulic press. As the cone is advanced, measurements are made by the cone sensors and data is logged and interpreted to indicate the various soil properties encountered by the cone.

The CPT is designed to evaluate subsurface conditions based primarily on the resistance to penetration encountered by the cone. Resistance measurements are also recorded for the cone sleeve, or shaft. In the case of piezocones, subsurface pore pressure can also be measured to assist the evaluation of soil types. The CPT is performed by continuously advancing the cone without withdrawing it from the borehole. This makes CPT very efficient time-wise, when compared to other testing procedures such as Standard Penetration Test (SPT) where the penetrometer must be withdrawn from the borehole at each test interval.

The CPT provides data that can be used to estimate various subsurface properties including soil type and strength. Cone penetrometer tests are highly effective for identifying sand, silt, and clay layers, as well as determining pore pressure. These tests are also moderately effective for determining other geotechnical engineering properties including friction angle, undrained shear strength, density index, constrained modulus, coefficient of consolidation, permeability, horizontal stress, and over consolidation ratios.

The approximate CPT test locations are shown on **Figure 1**. The CPT boring logs of the computerized cone data readings which are based on empirical correlations by Robertson, 1990 and 2016 are presented in **Attachments A & B**. Please note that no physical samples are retrieved during CPT testing and soil classifications shown on the logs are based on the stresses measured by the cone.

The cone penetration test results indicate the soil profile in the clubhouse area primarily consists of various layers of sand, sand to silty sand, silty sand to sandy silt, sandy silt to clayey silt, silty clay to clay, clayey silt to silty clay, and clay, from the ground surface to the termination depths of about 12.73 to 109.25 feet. The results of CPT-1, CPT-4, and CPT-8 also indicated occasional limited intervals of soils that behave like organic or soft sensitive fine grained soils.

## **EVALUATION**

Based on the results and evaluation of CPTU data together with the results of SPT borings previously drilled by AEI, the subsurface soils indicate the area is likely the site of a relic sinkhole. However, the encountered soil conditions indicate future sinkhole activity cannot be ruled out as a potential issue for future collapses or excessive differential settlement affecting structures built in the vicinity of SPT-A-2, CPT-1, CPT-2, CPT-4, and CPT-8.

As a result, we recommend two options for siting and construction of the clubhouse building. The first option would be to modify the site layout and move the clubhouse building location east of CPT-9. The second option would be to perform additional subsurface stabilization activities and provide additional reinforcing of the shallow foundation system to minimize the possibility of excessive differential settlement or a future collapse. The first option of changing the building location will be the most economical by avoiding the placement of any settlement sensitive structures over the unstable areas. If the building location cannot be moved, the second option to perform ground improvement and stabilization techniques to improve the



encountered weak conditions in the subsurface, using pressure grouting techniques is suggested. A detailed plan and specifications for stabilization of the deeper soil conditions can be prepared, if this becomes the preferred option. Preliminary estimates to complete stabilization work using cement pressure grouting techniques are estimated in the range of 50 – 100 K. This estimate is considered a budget estimate for preliminary planning purposes only. The actual cost of pressure grouting activities would depend on the actual quantities and amount of grout injected. If stabilization is determined to be the preferred option, AEI can assist in preparation of stabilization plans, provide construction oversight and monitoring, and prepare engineering reports and certifications.

### **LIMITATIONS**

The geotechnical exploration and recommendations submitted herein are based on the data obtained from the CPT borings presented on **Attachments A and B**. The report does not reflect any variations which may occur adjacent to or away from the borings. The nature and extent of the variations may not become evident until during construction. If variations then appear evident, it will be necessary to re-evaluate the recommendations presented in this report. An on-site visit may be required by a geotechnical engineer to note the characteristics of the variations during the construction period.

### **CLOSURE**

AEI appreciates the opportunity to participate in this project, and we trust that the information herein is sufficient for your immediate needs. If you have any questions or comments concerning the contents of this report, please do not hesitate to contact the undersigned.

Sincerely,

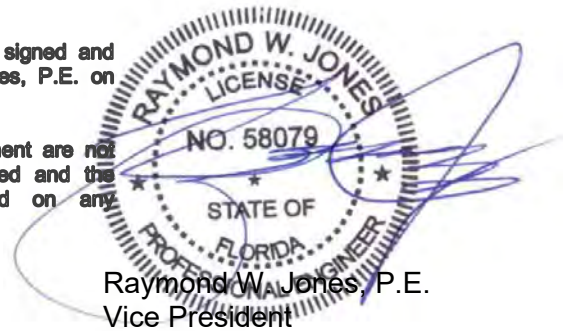
ANDREYEV ENGINEERING, INC.



Mark Livingston  
Project Manager

This item has been digitally signed and sealed by Raymond W. Jones, P.E. on 7/10/19

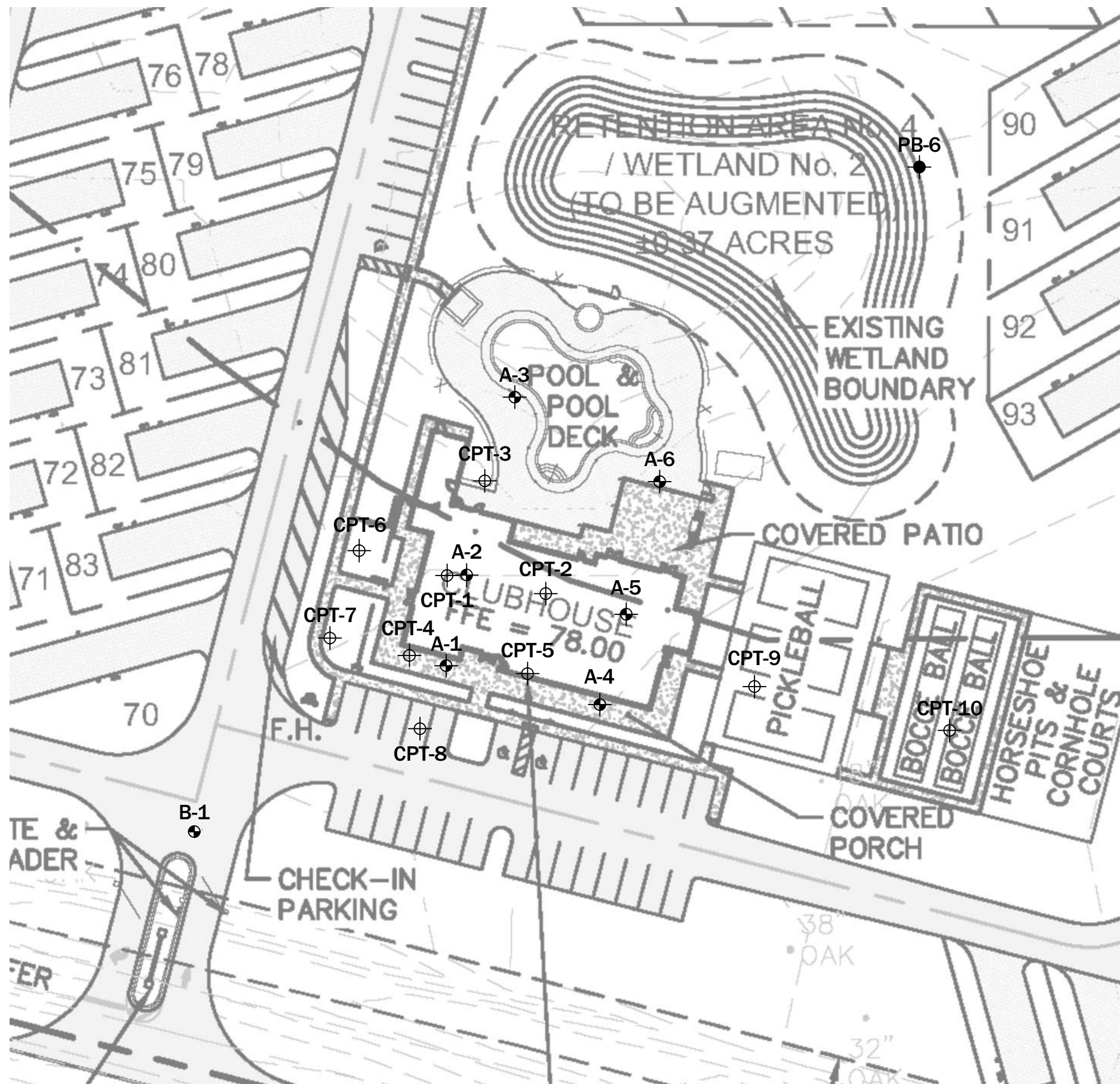
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Raymond W. Jones, P.E.  
Vice President  
Florida Registration No.58079

**Figure 1 – Boring Location Plan  
Attachments A & B – CPTU Test Results**


## FIGURES



**LEGEND:**

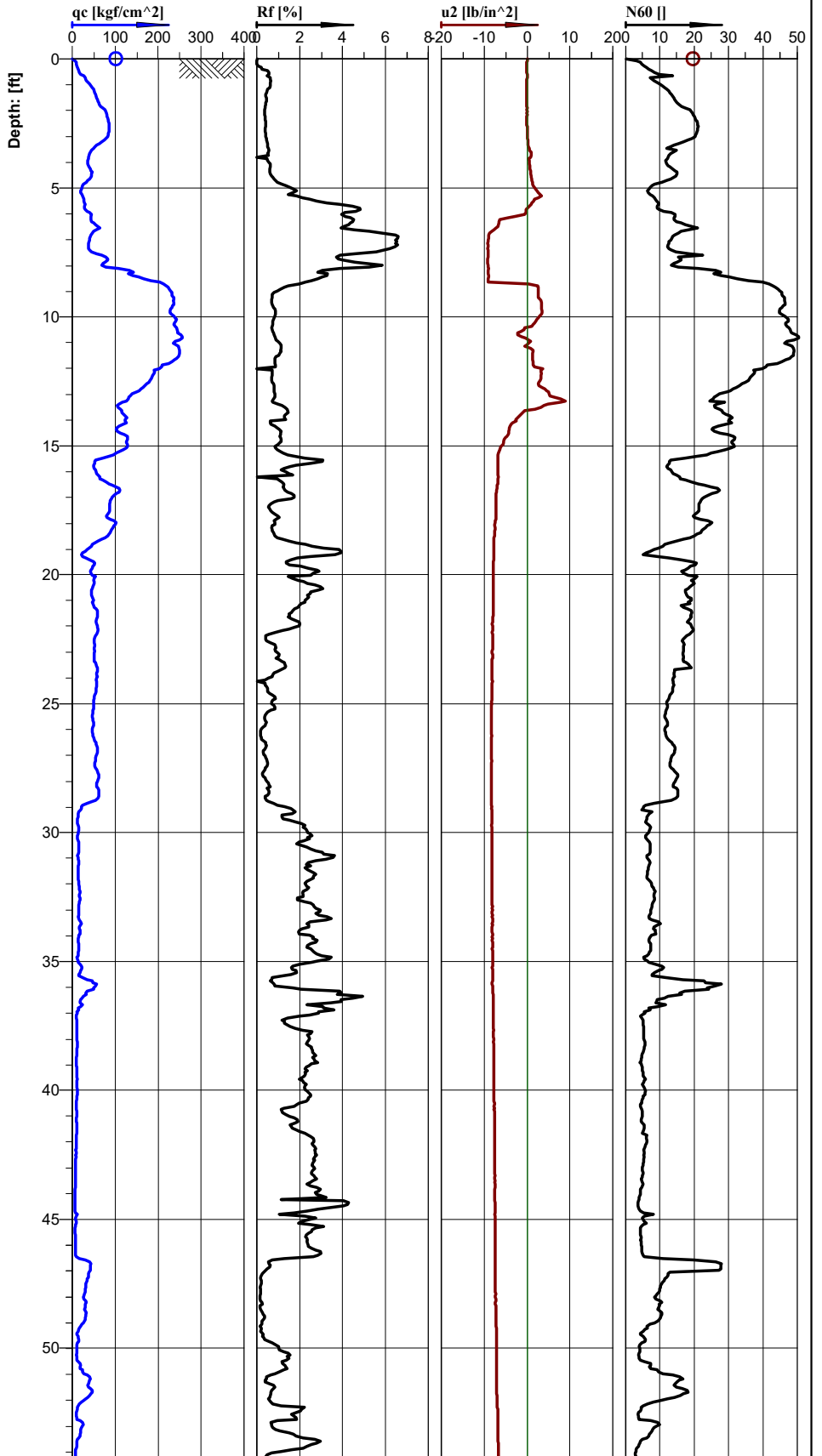
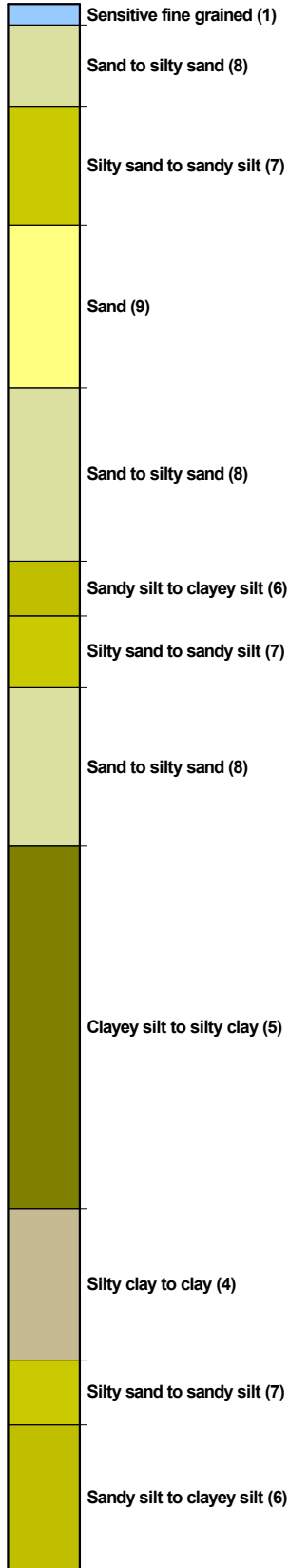
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- APPROXIMATE LOCATION OF MACHINE AUGER BORING
- ⊙ APPROXIMATE LOCATION OF HAND AUGER BORING
- ⊕ APPROXIMATE LOCATION OF CPT BORING

0 25 50 100  
 GRAPHIC SCALE: 1"=50'

 <b>Andreyev Engineering, Inc.</b>	SUPPLEMENTAL GEOTECHNICAL INVESTIGATION <b>FLORIDA SUN R.V. RESORT</b> SR 44 & NE 90th PLACE WILDWOOD, SUMTER COUNTY, FL	
	APPROXIMATE SCALE: 1"=50'	DATE: 06/26/19 PN: GPGT-19-059
<b>BORING LOCATION PLAN</b> FIGURE 1		

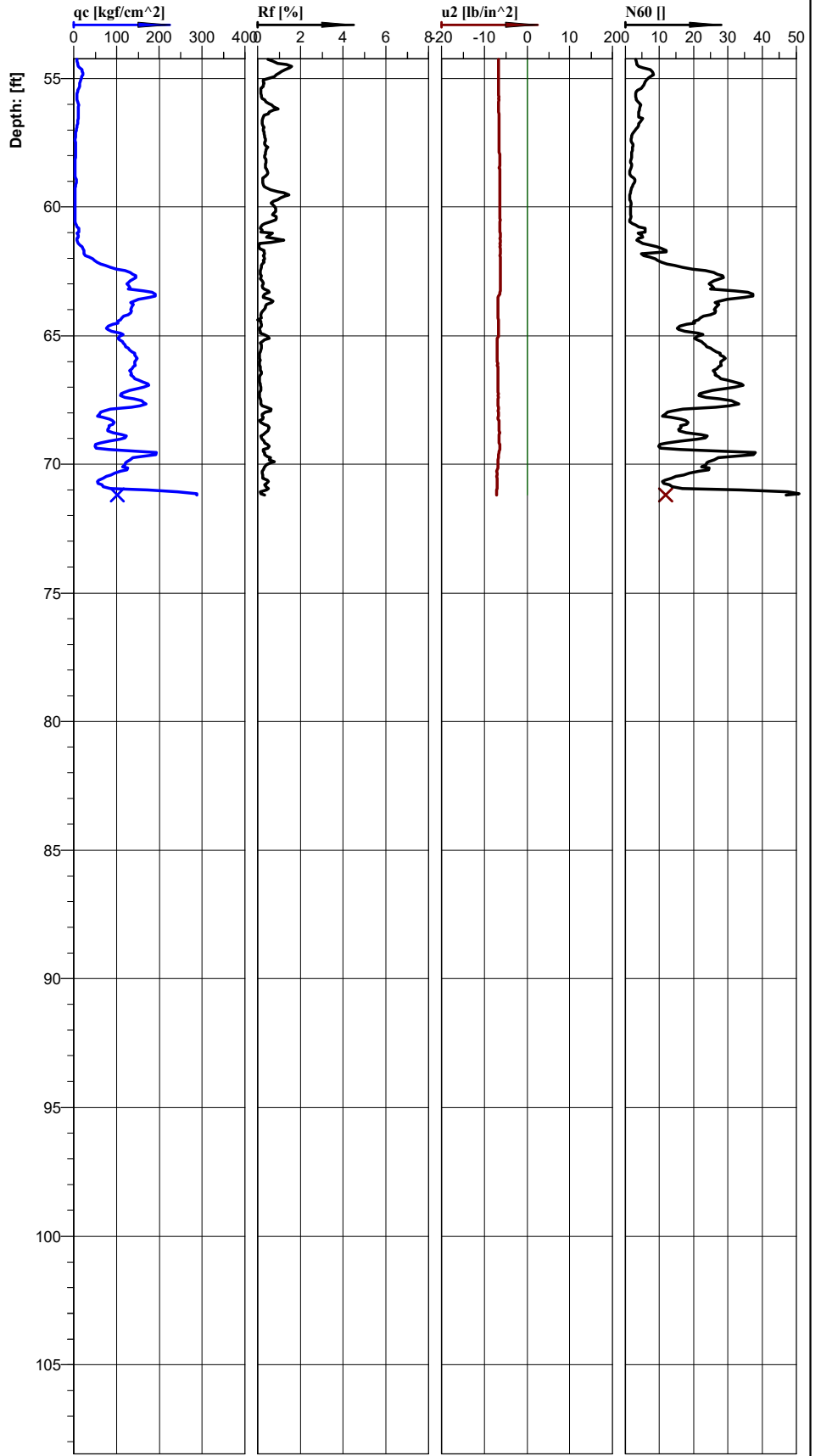
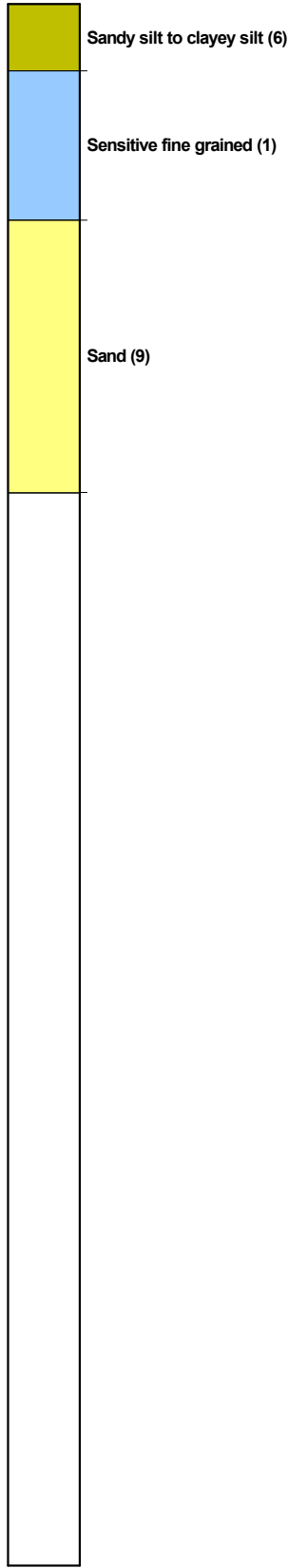
## **ATTACHMENT A**

Classification by  
Robertson 1986



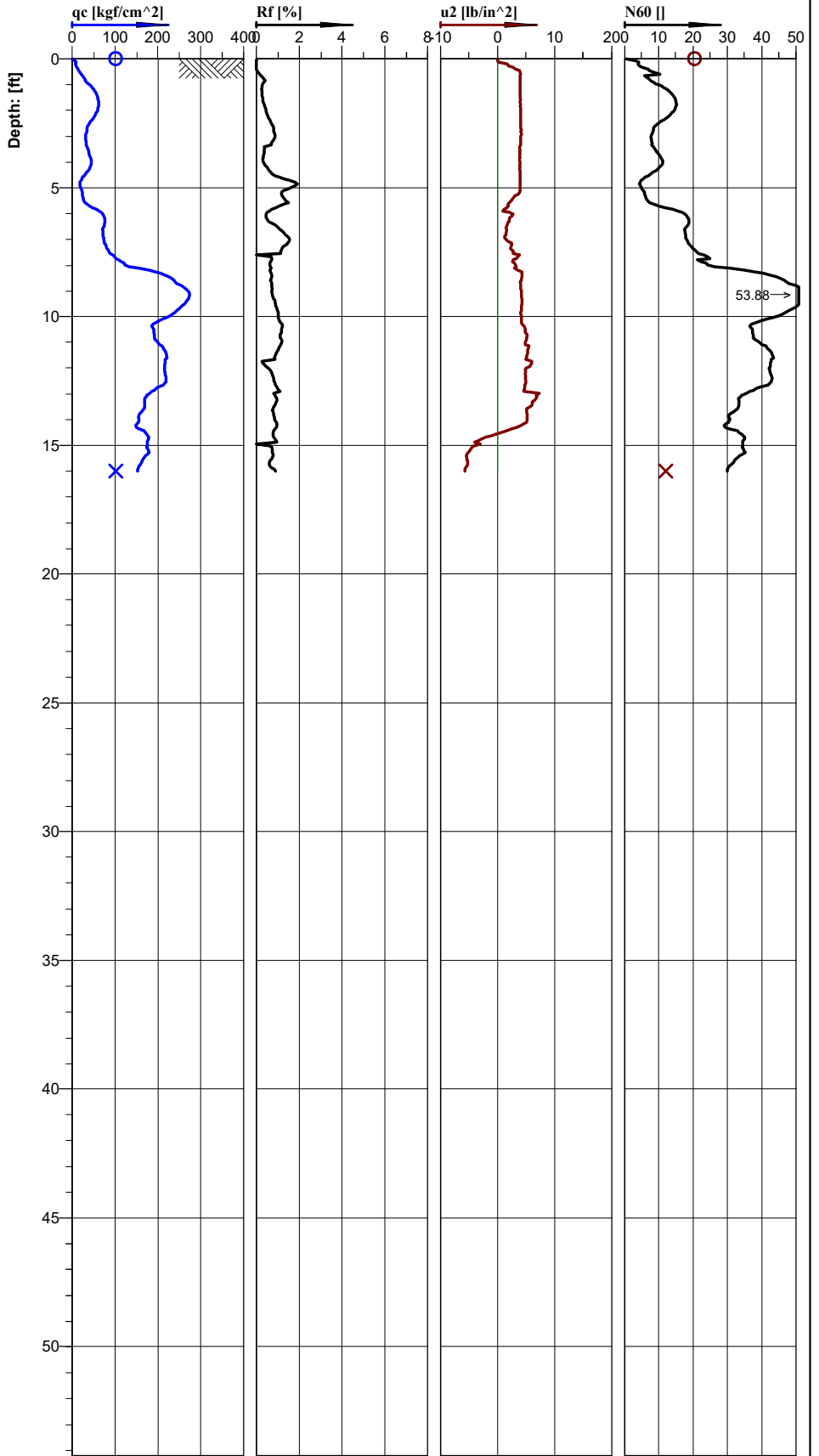
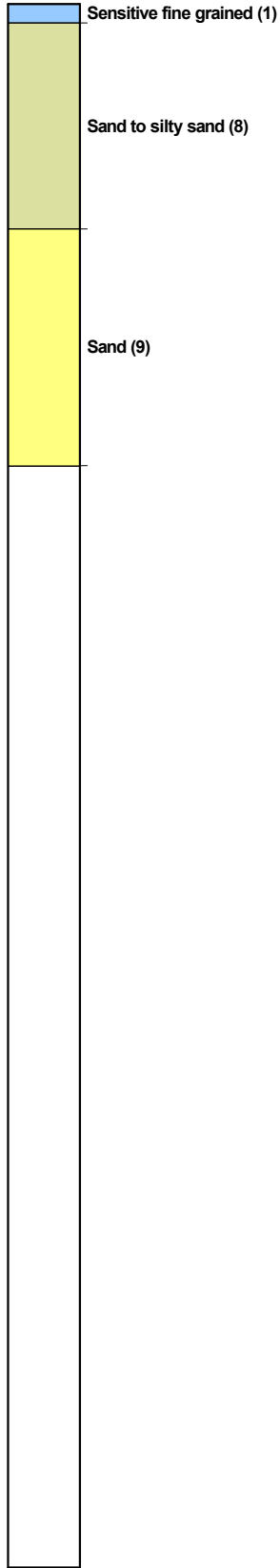
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Project:	Florida Sun RV			Page:	1/2	Fig.:	
				File:	CPT-1-FSR.cpt		

Classification by  
Robertson 1986



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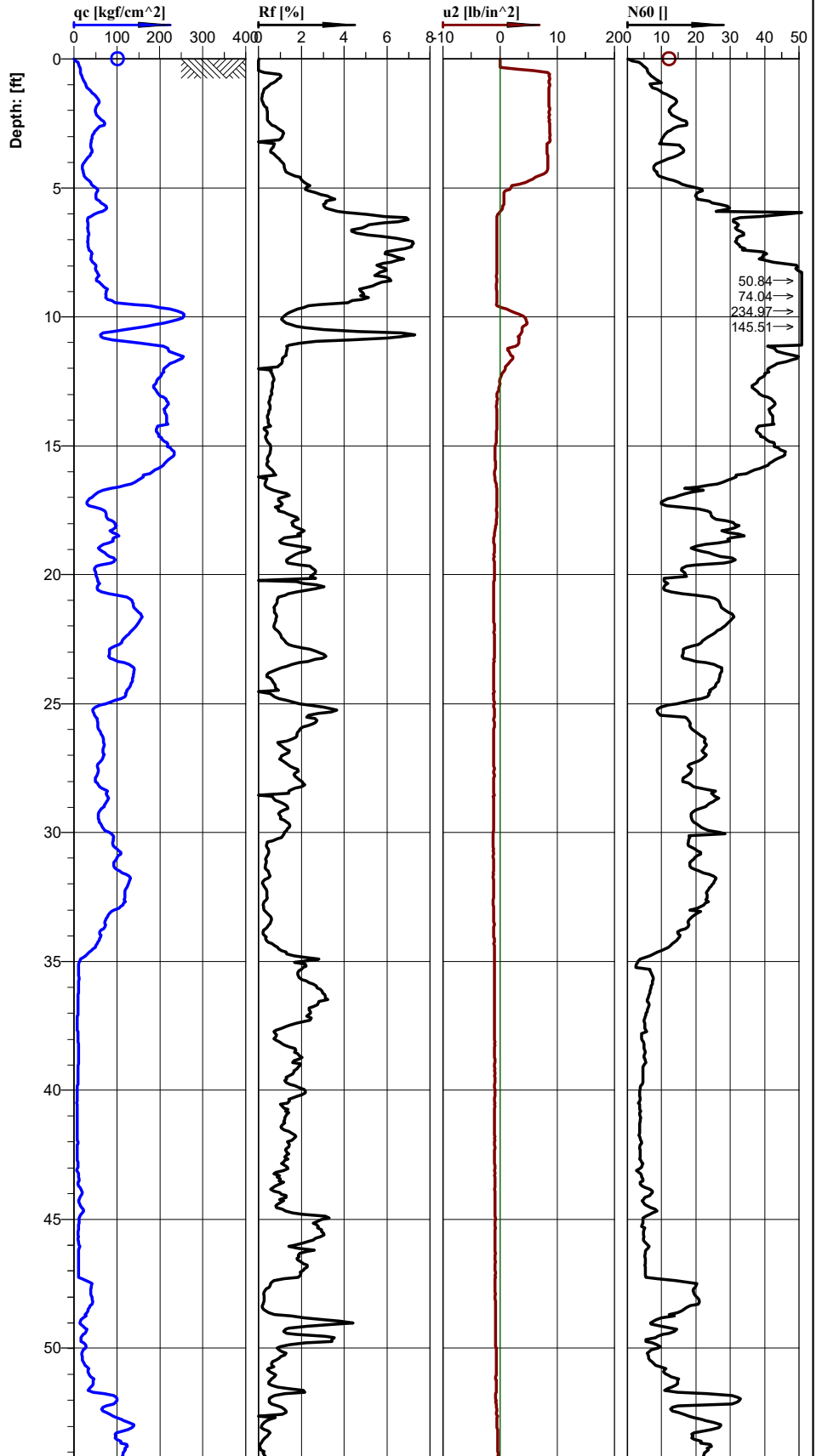
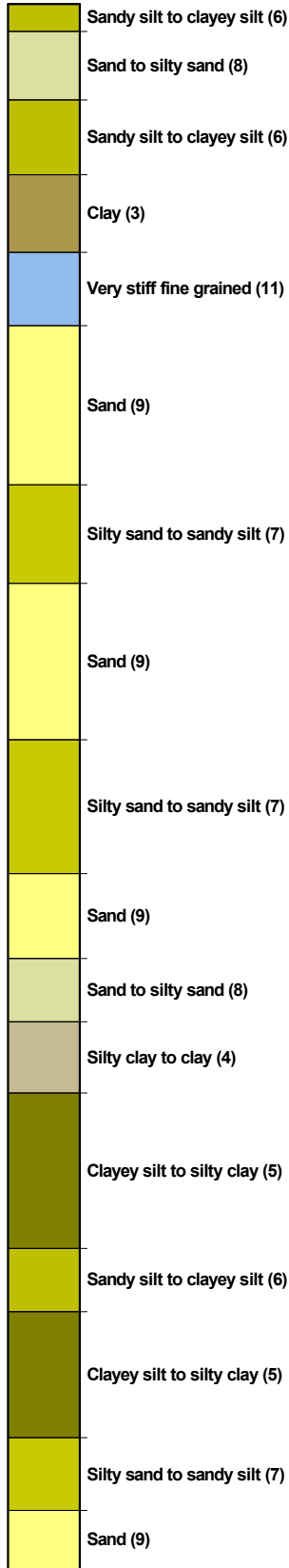
Classification by  
Robertson 1986



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Classification by  
Robertson 1986



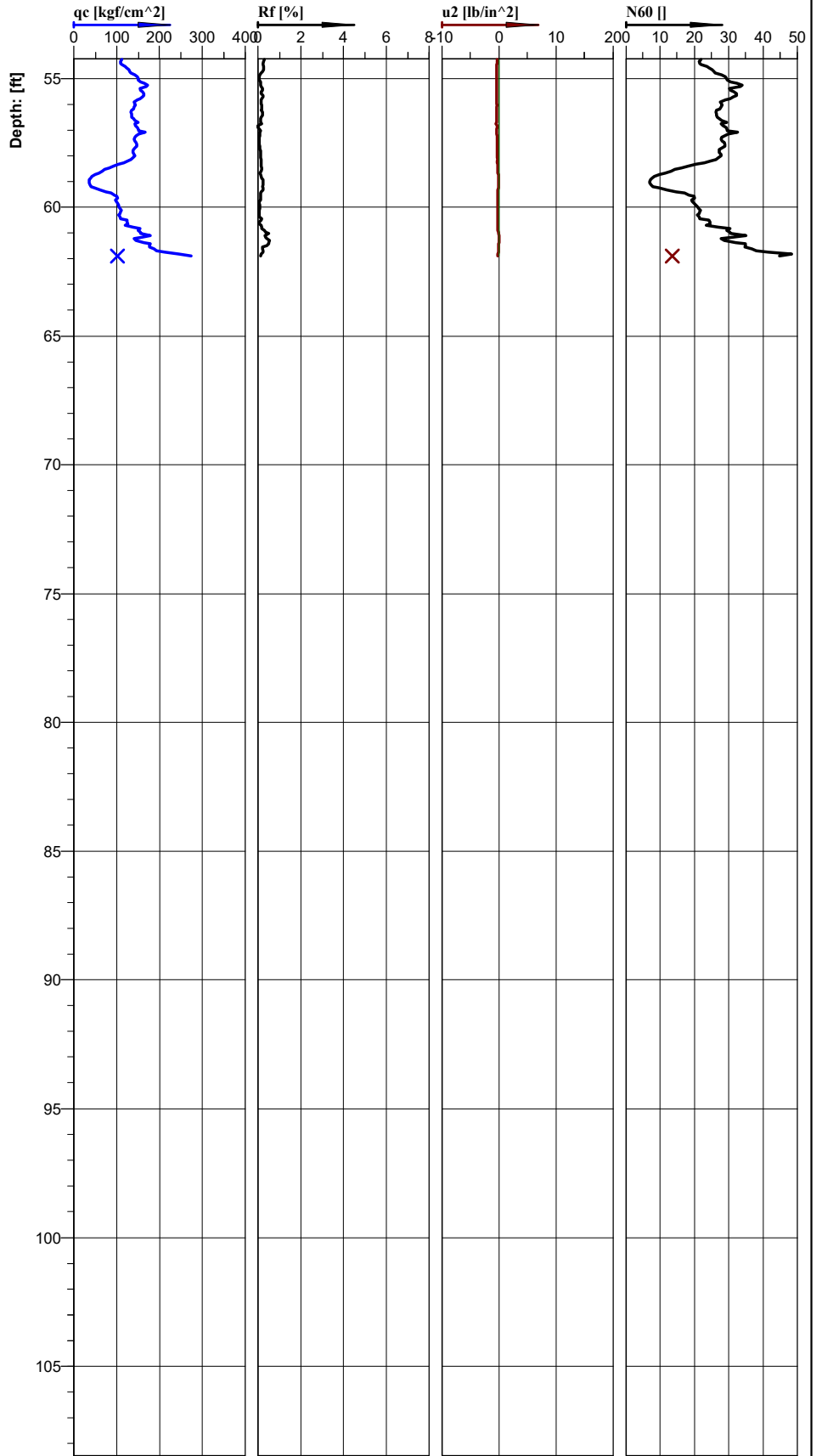
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Project:	Florida Sun RV			Page:	1/2	Fig.:	
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Classification by  
Robertson 1986

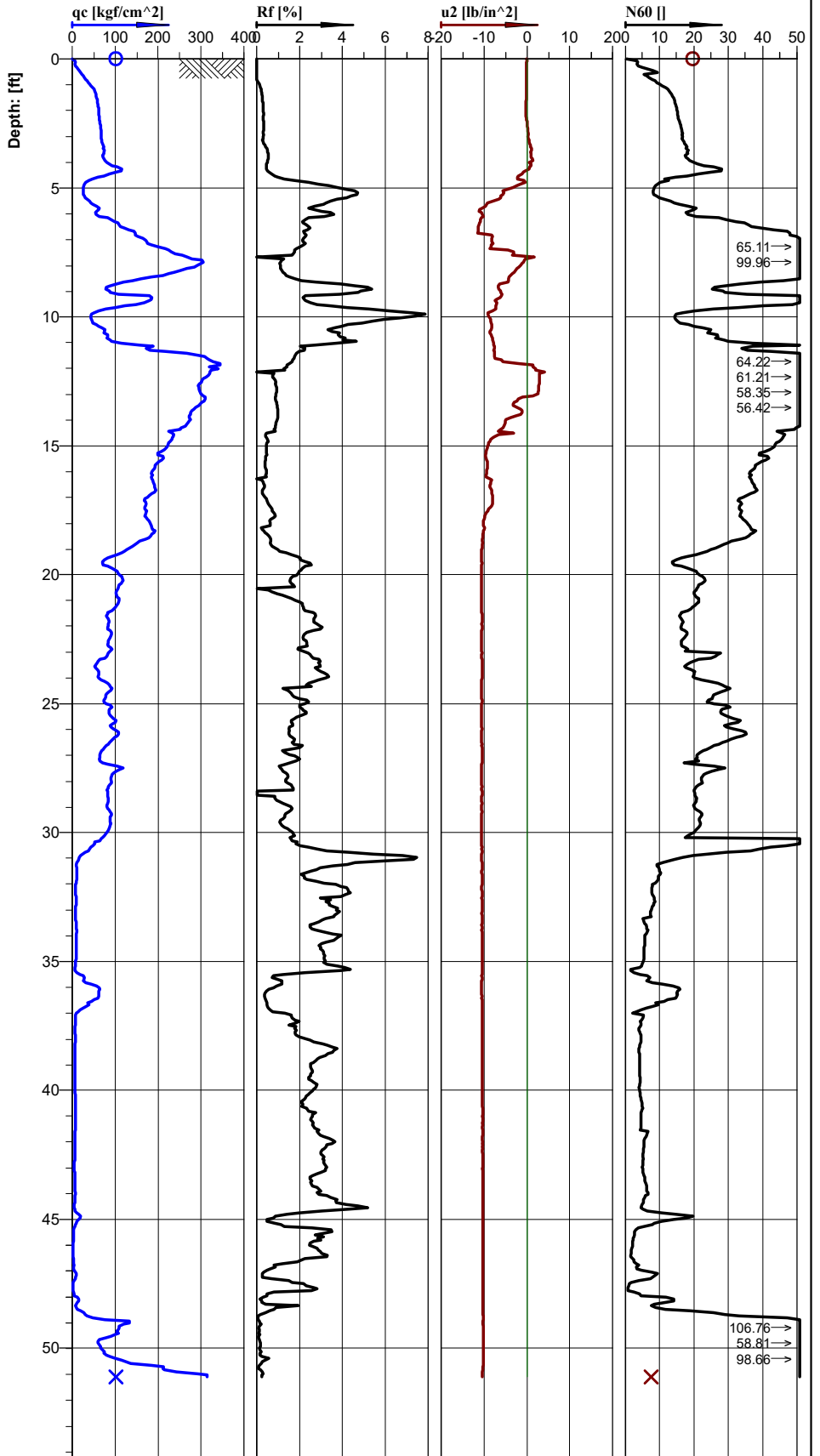
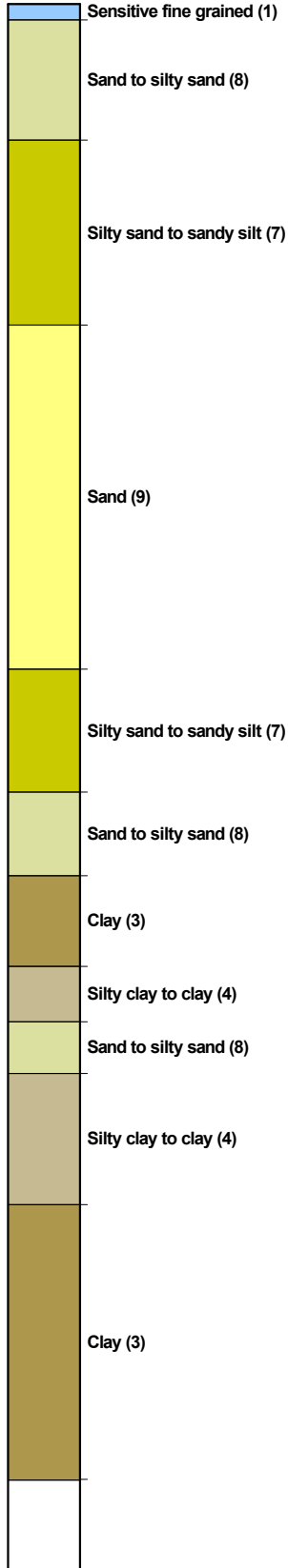


Sand (9)



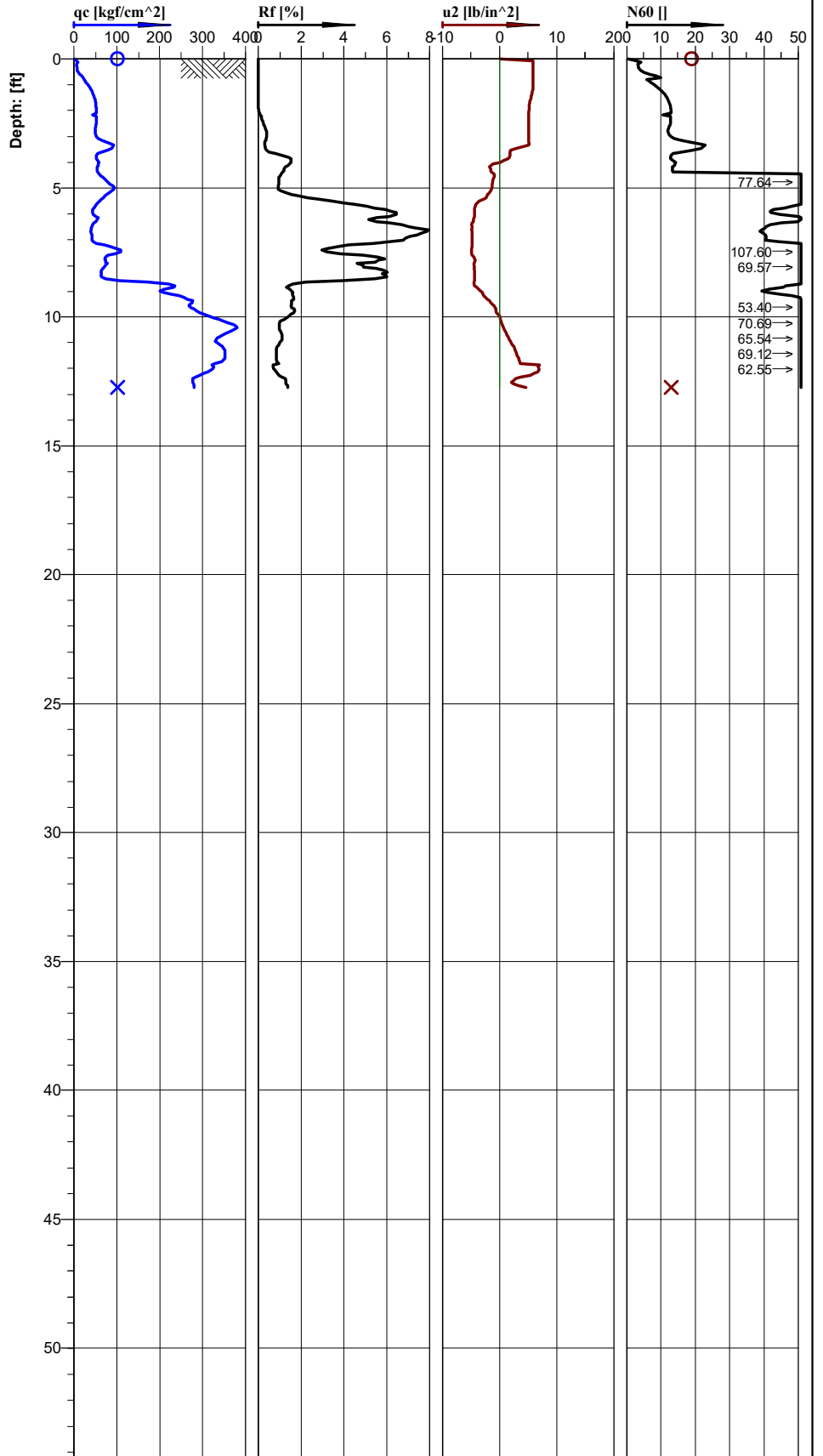
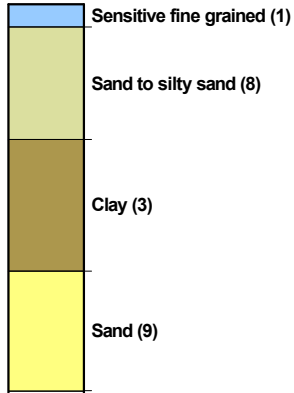
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Classification by  
Robertson 1986



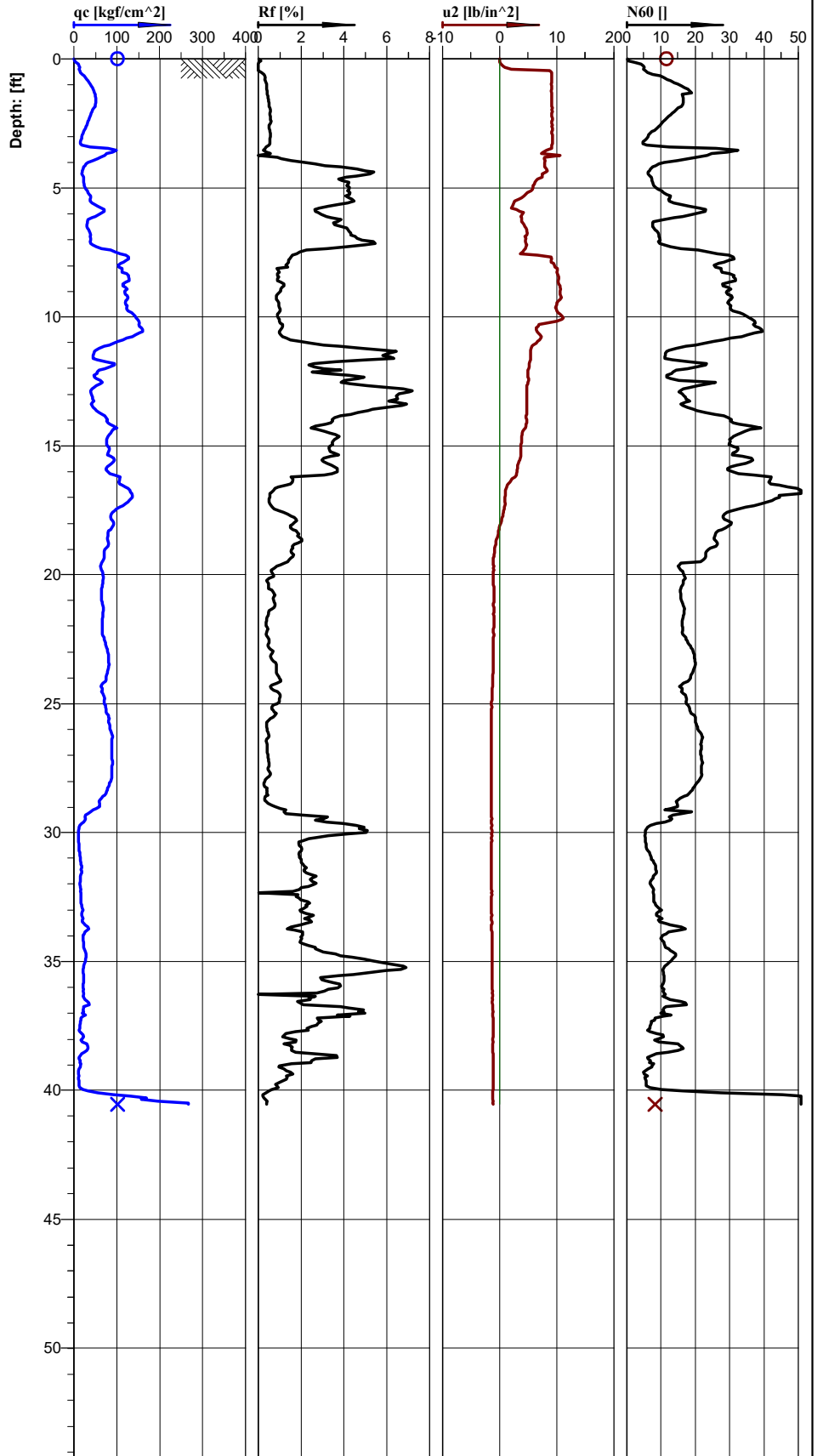
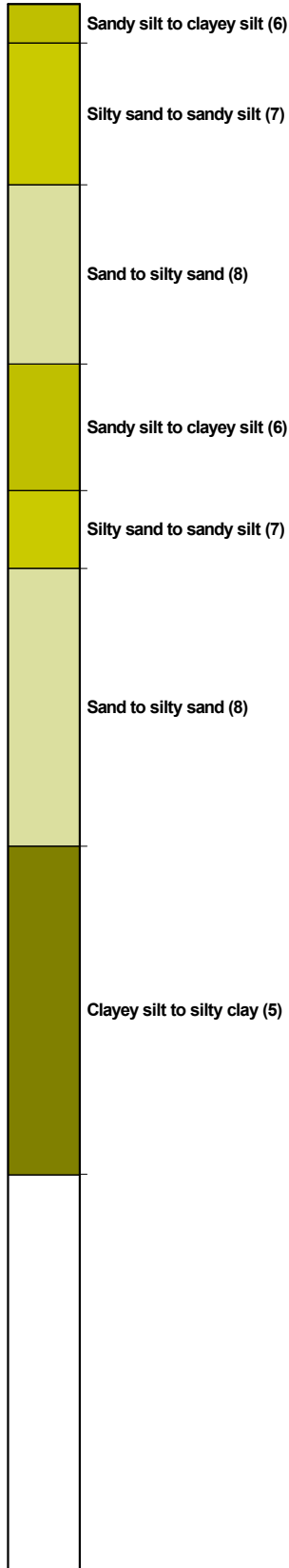
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Project:	Florida Sun RV			Page:	1/1	Fig.:	
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Classification by  
Robertson 1986



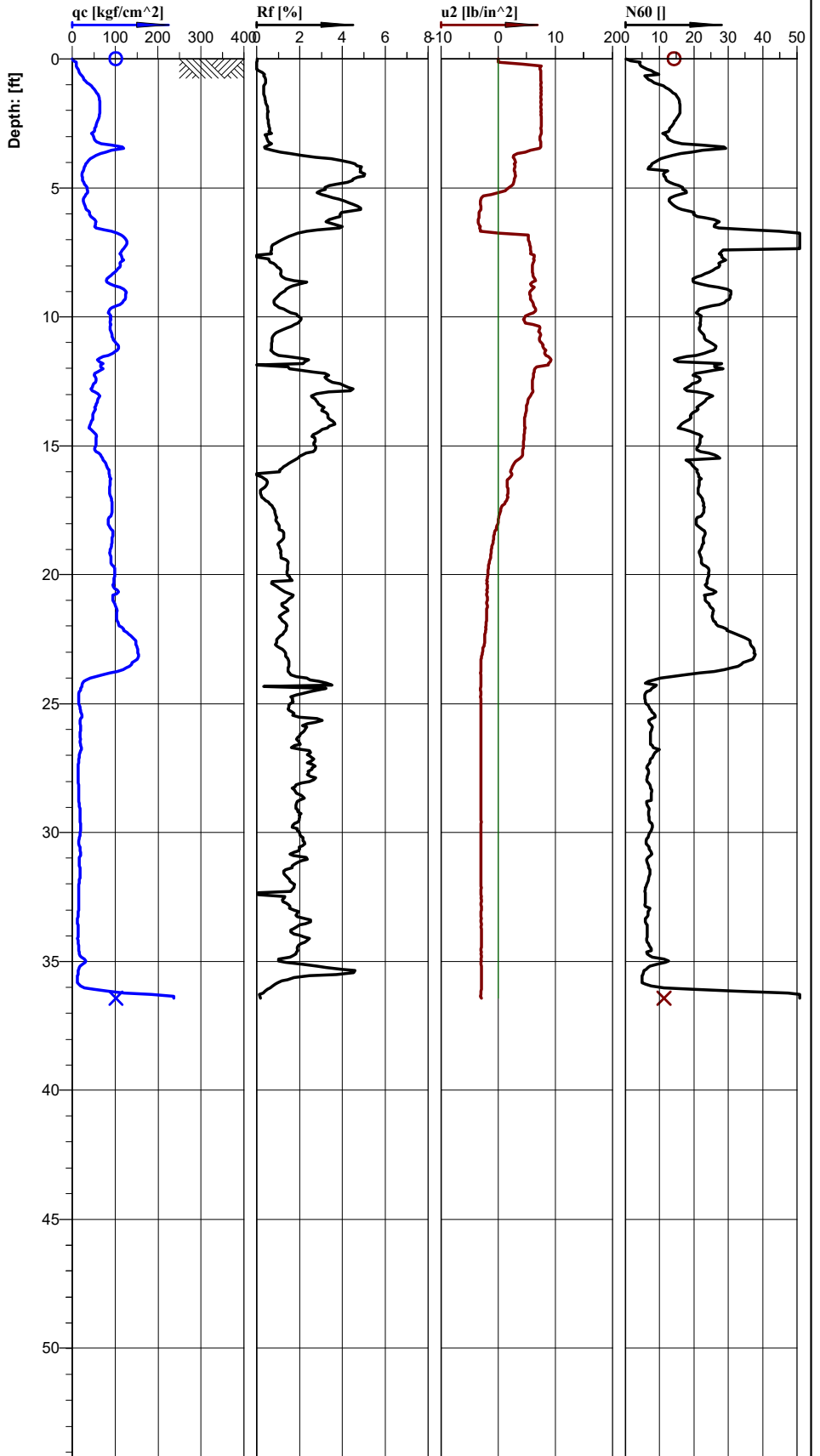
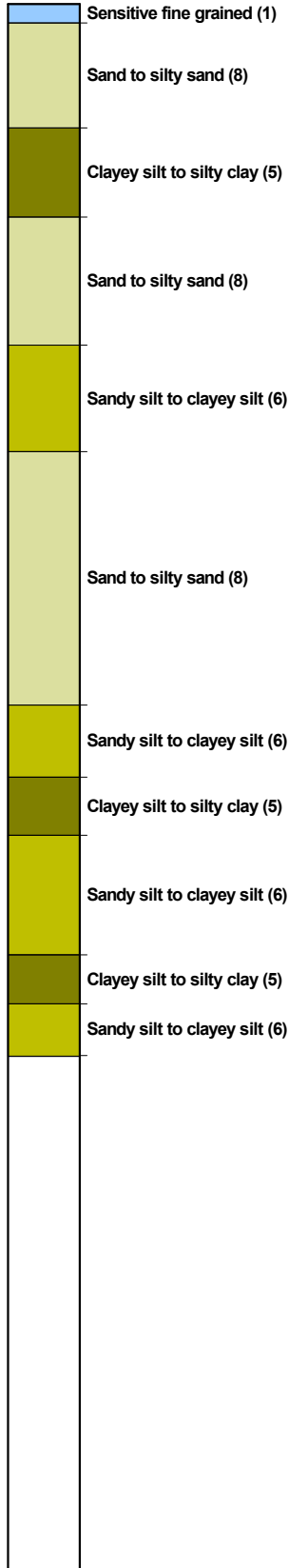
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Project ID:	219-548	Client:	AEI	Date:	6/21/2019	Scale:	1 : 76
Project:	Florida Sun RV			Page:	1/1	Fig.:	
				File:	CPT-5-FSR.cpt		

Classification by  
Robertson 1986



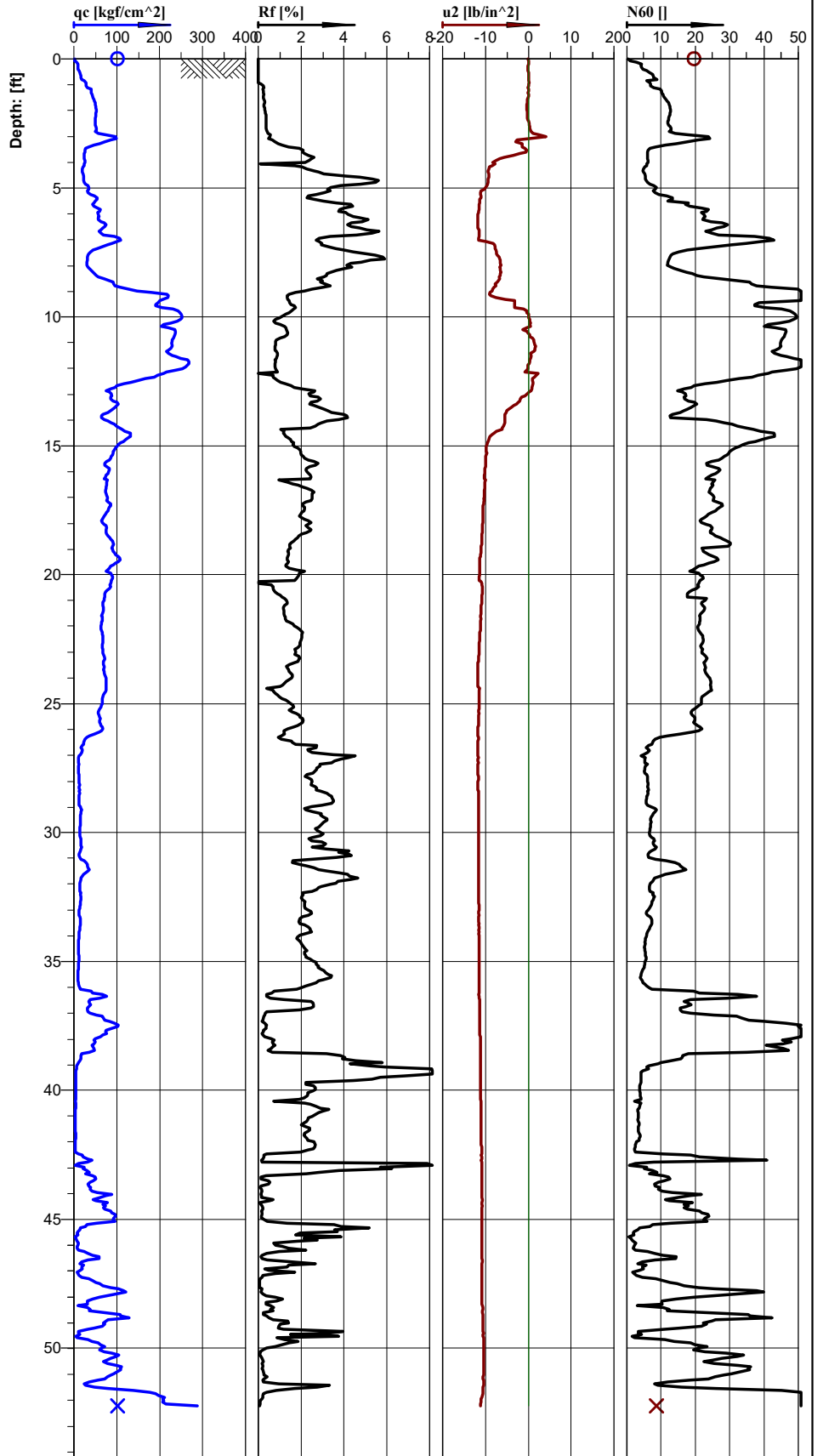
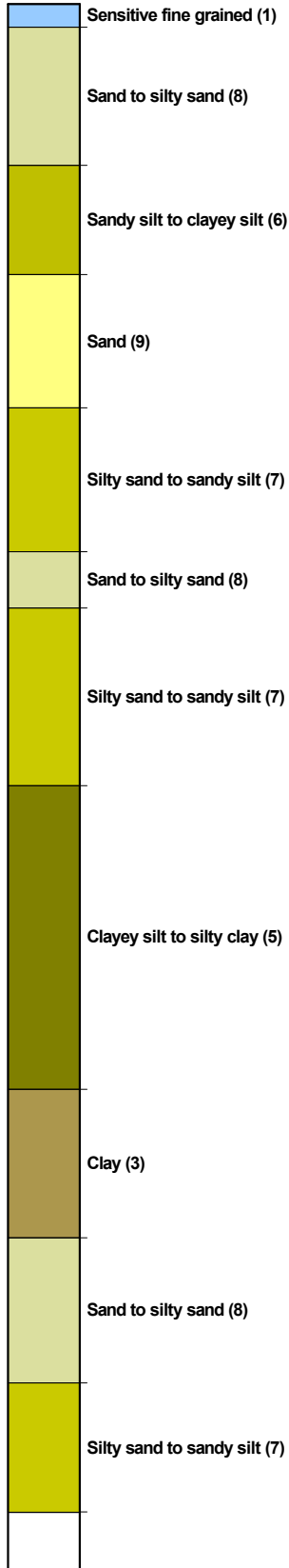
Location:	CPT-6	Position:	X: 0.00 ft, Y: 0.00 ft	Ground level:	0.00	Test No.:	A
Project ID:	219-548	Client:	AEI	Date:	6/21/2019	Scale:	1 : 76
Project:	Florida Sun RV			Page:	1/1	Fig.:	
				File:	CPT-6-FSR.cpt		

Classification by  
Robertson 1986



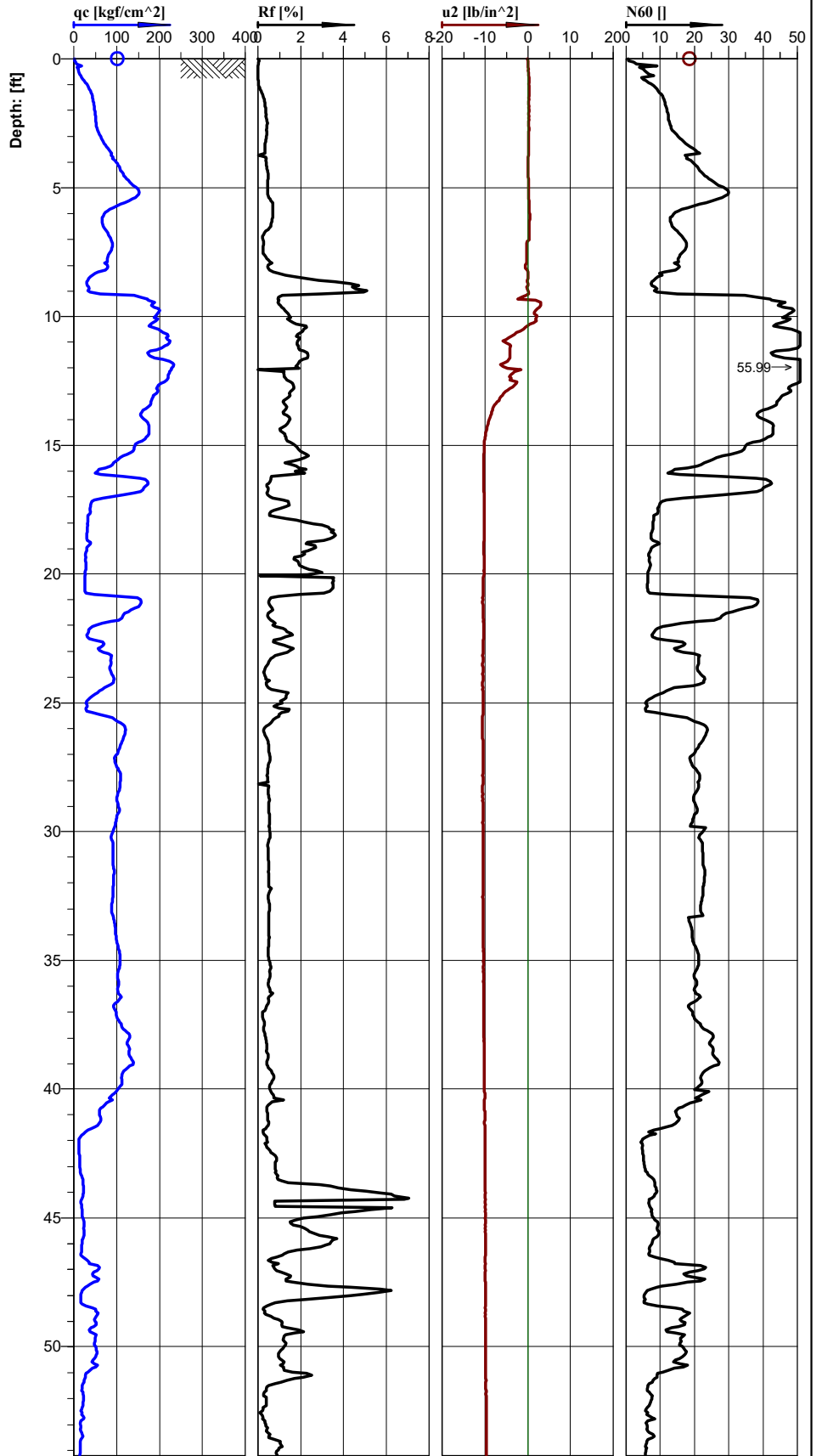
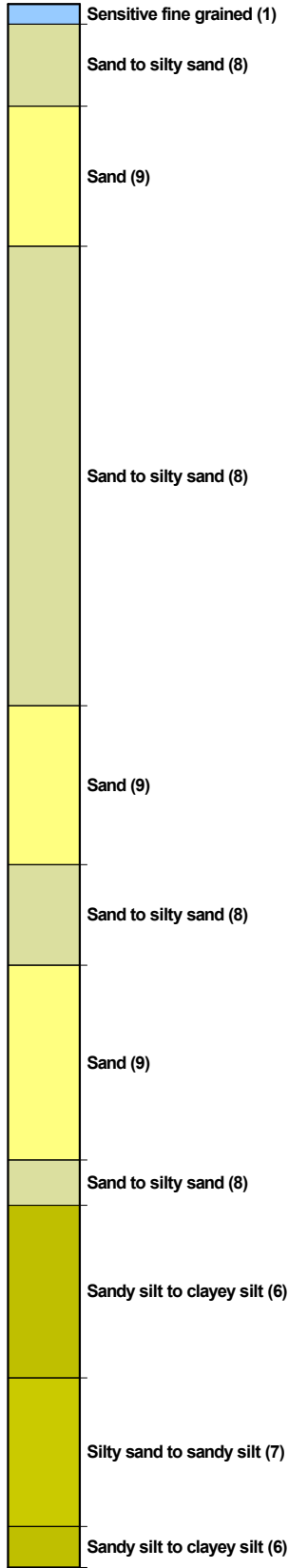
Location:	CPT-7	Position:	X: 0.00 ft, Y: 0.00 ft	Ground level:	0.00	Test No.:	A
Project ID:	219-548	Client:	AEI	Date:	6/21/2019	Scale:	1 : 76
Project:	Florida Sun RV			Page:	1/1	Fig.:	
				File:	CPT-7-FSR.cpt		

Classification by  
Robertson 1986



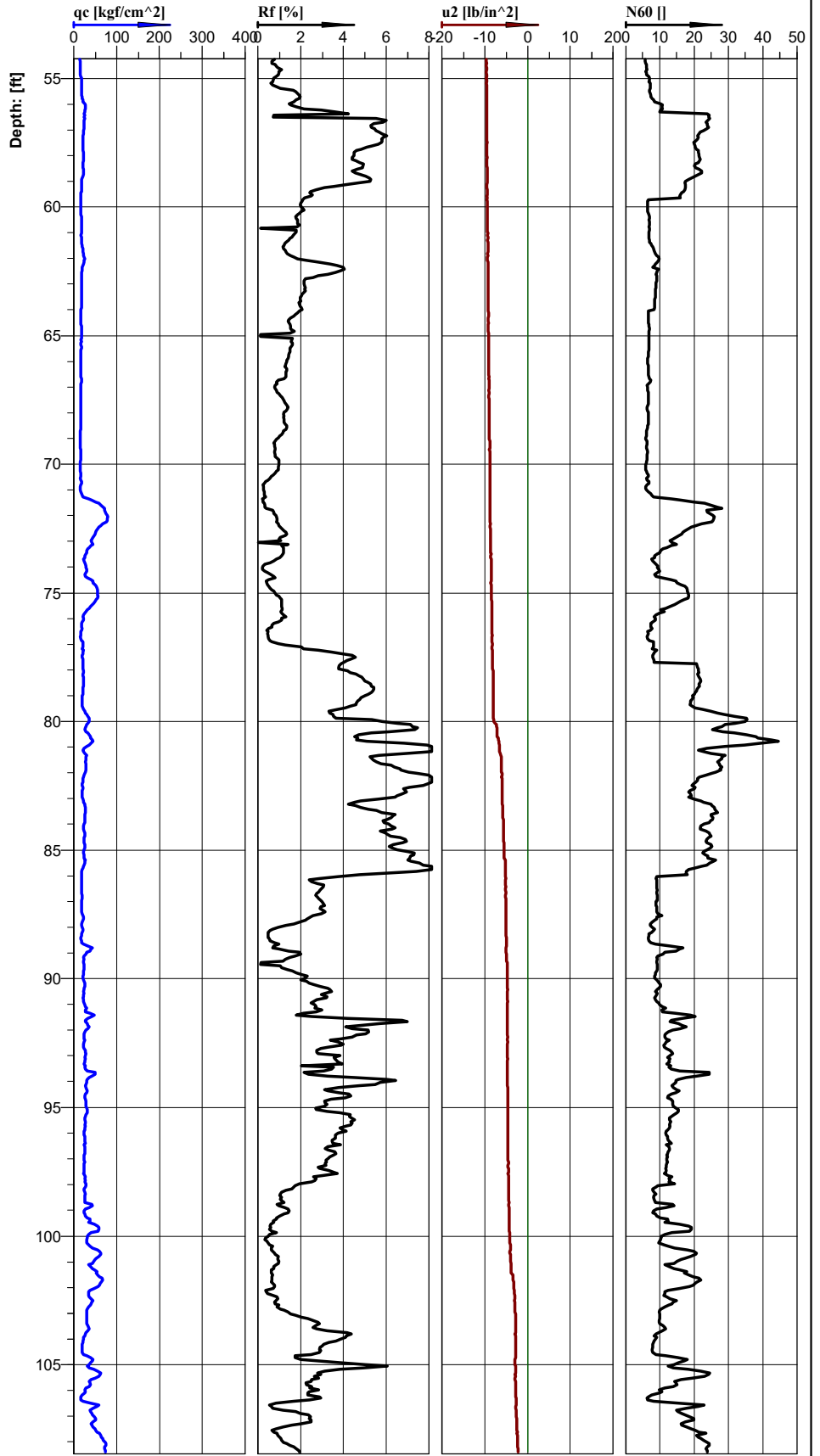
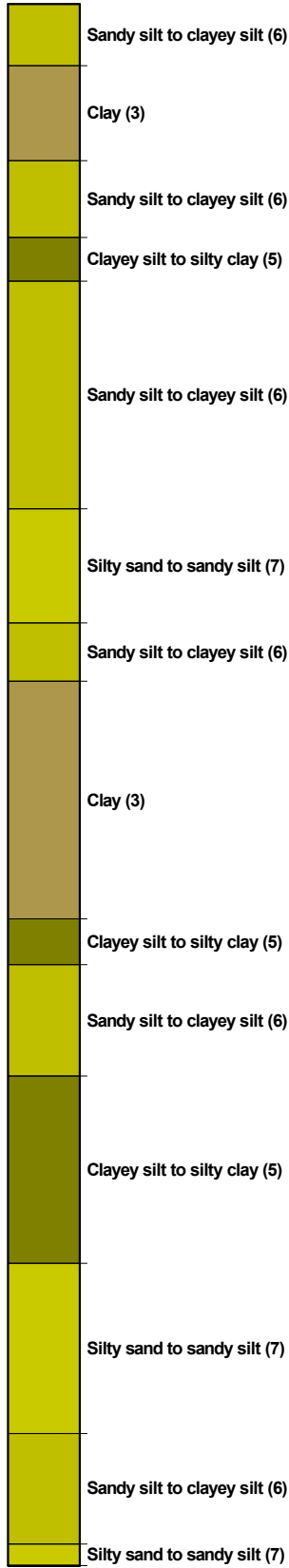
Location:	CPT-8	Position:	X: 0.00 ft, Y: 0.00 ft	Ground level:	0.00	Test No.:	A
Project ID:	219-548	Client:	AEi	Date:	6/21/2019	Scale:	1 : 76
Project:	Florida Sun RV			Page:	1/1	Fig.:	
				File:	CPT-8-FSR.cpt		

Classification by  
Robertson 1986



Location:	CPT-9	Position:	X: 0.00 ft, Y: 0.00 ft	Ground level:	0.00	Test No.:	A
Project ID:	219-548	Client:	AEI	Date:	6/21/2019	Scale:	1 : 76
Project:	Florida Sun RV			Page:	1/3	Fig.:	
				File:	CPT-9-FSR.cpt		

Classification by  
Robertson 1986

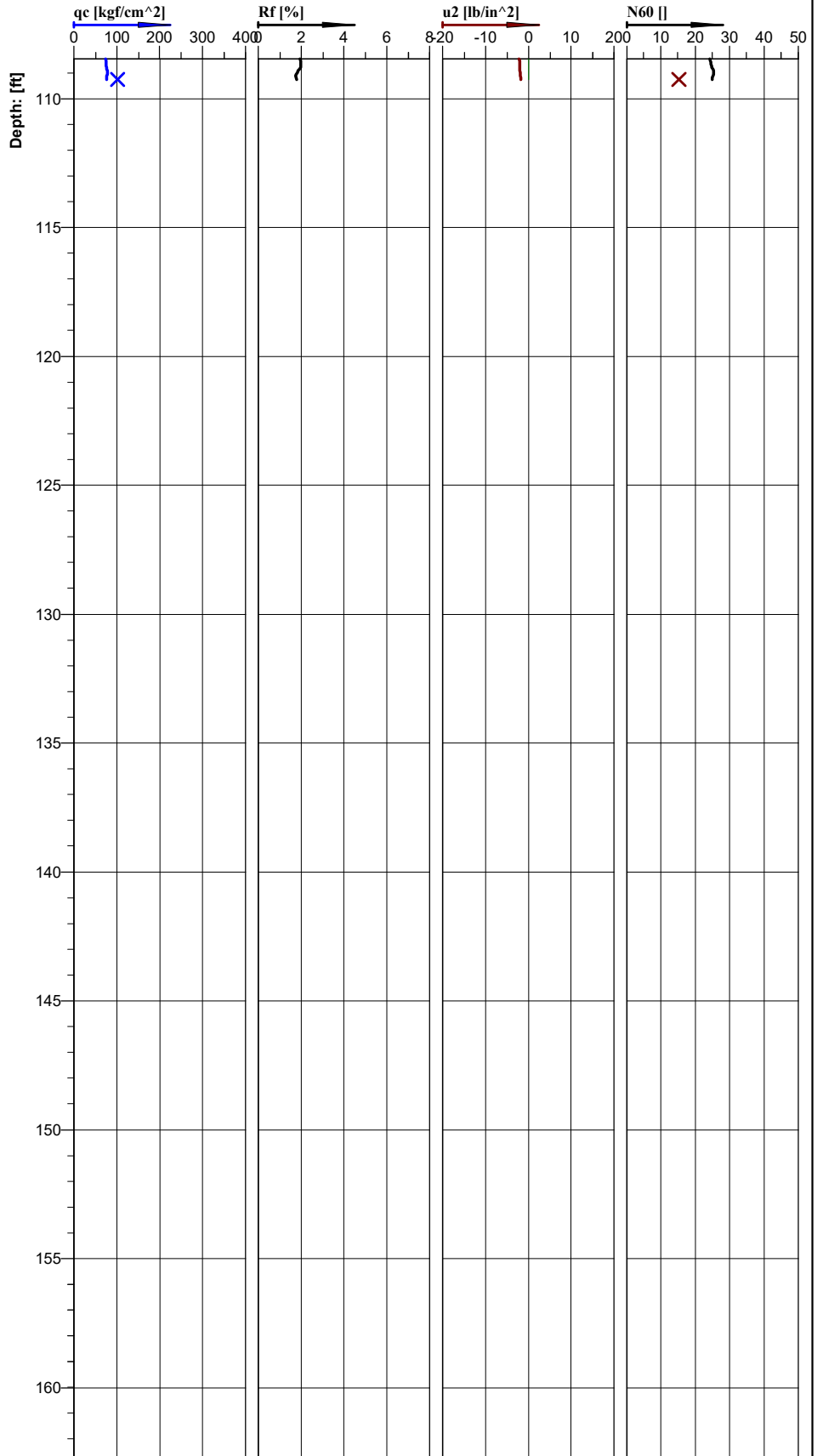


Location:	CPT-9	Position:	X: 0.00 ft, Y: 0.00 ft	Ground level:	0.00	Test No.:	A
Project ID:	219-548	Client:	AEI	Date:	6/21/2019	Scale:	1 : 76
Project:	Florida Sun RV			Page:	2/3	Fig.:	
				File:	CPT-9-FSR.cpt		



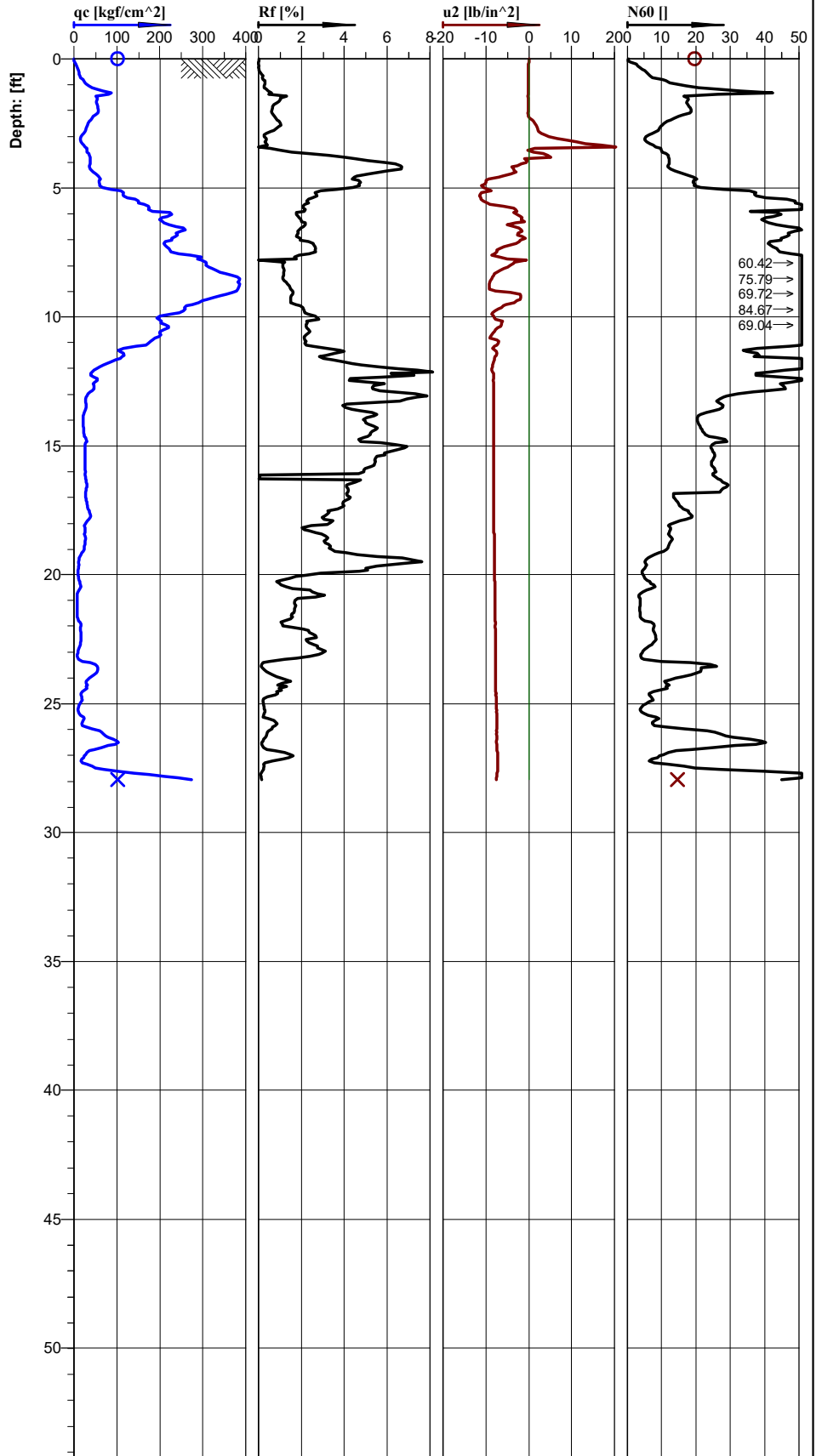
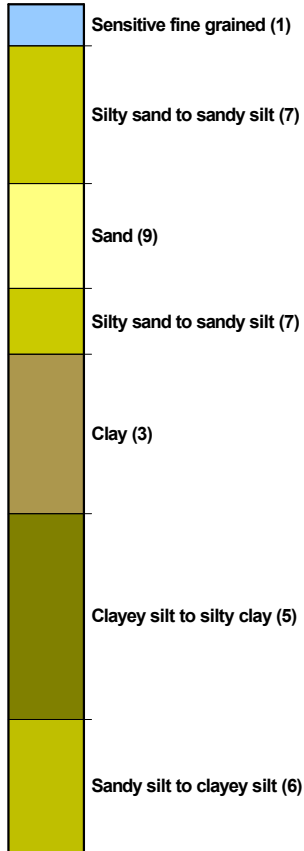
Classification by  
Robertson 1986

Silty sand to sandy silt (7)



Location:	CPT-9	Position:	X: 0.00 ft, Y: 0.00 ft	Ground level:	0.00	Test No.:	A
Project ID:	219-548	Client:	AEI	Date:	6/21/2019	Scale:	1 : 76
Project:	Florida Sun RV			Page:	3/3	Fig.:	
				File:	CPT-9-FSR.cpt		

Classification by  
Robertson 1986

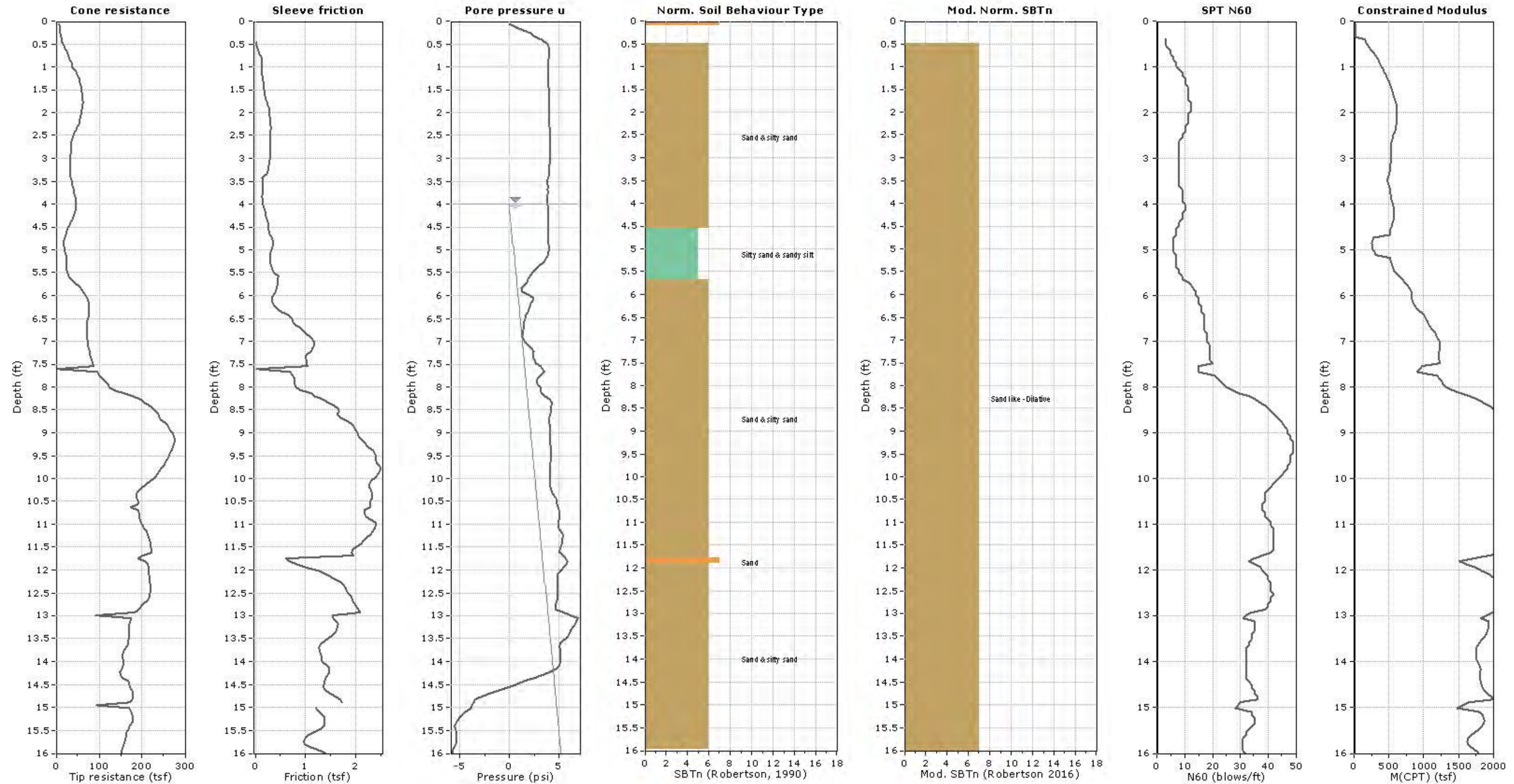


Location:	CPT-10	Position:	X: 0.00 ft, Y: 0.00 ft	Ground level:	0.00	Test No.:	A
Project ID:	219-548	Client:	AEI	Date:	6/21/2019	Scale:	1 : 76
Project:	Florida Sun RV			Page:	1/1	Fig.:	
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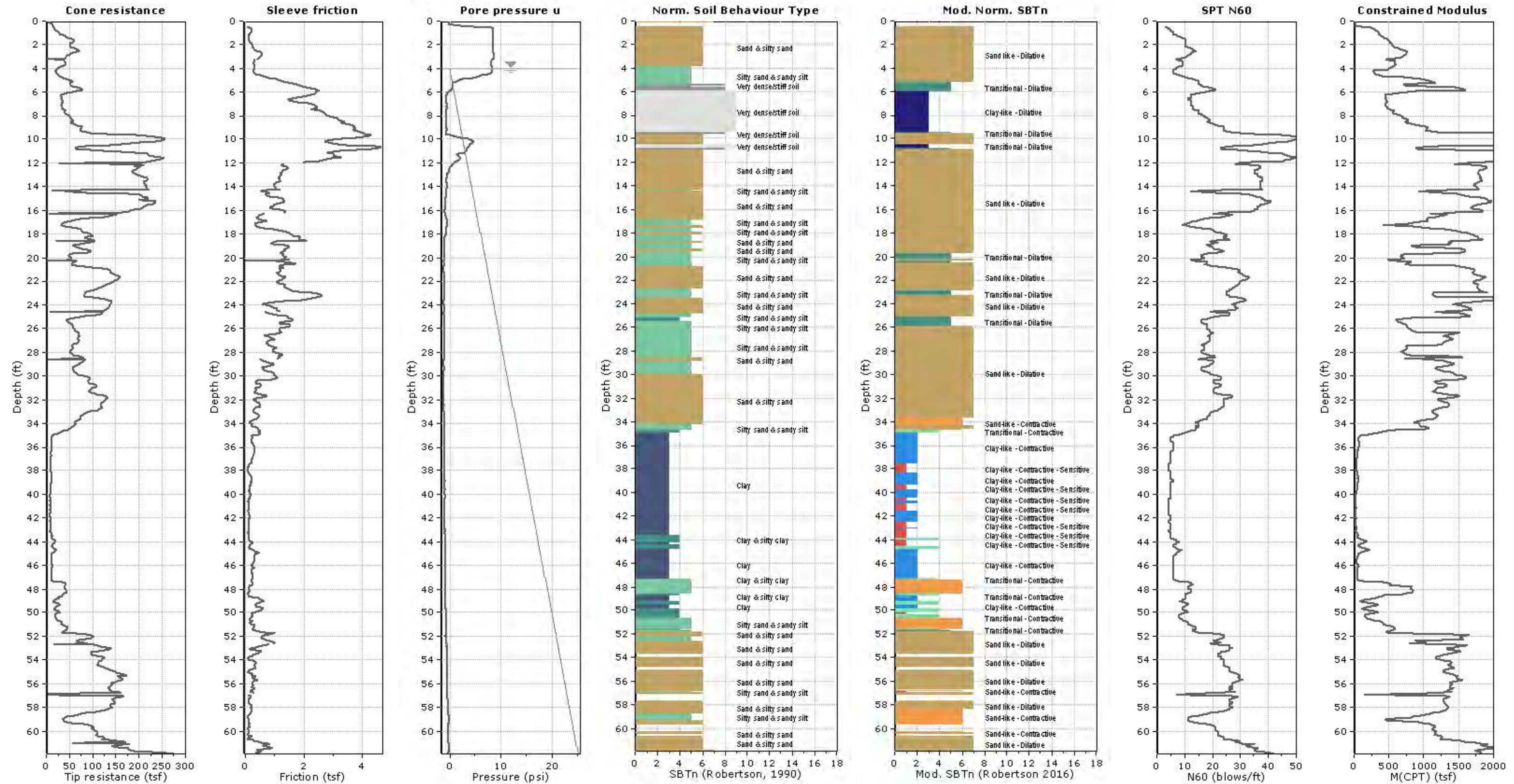
## **ATTACHMENT B**



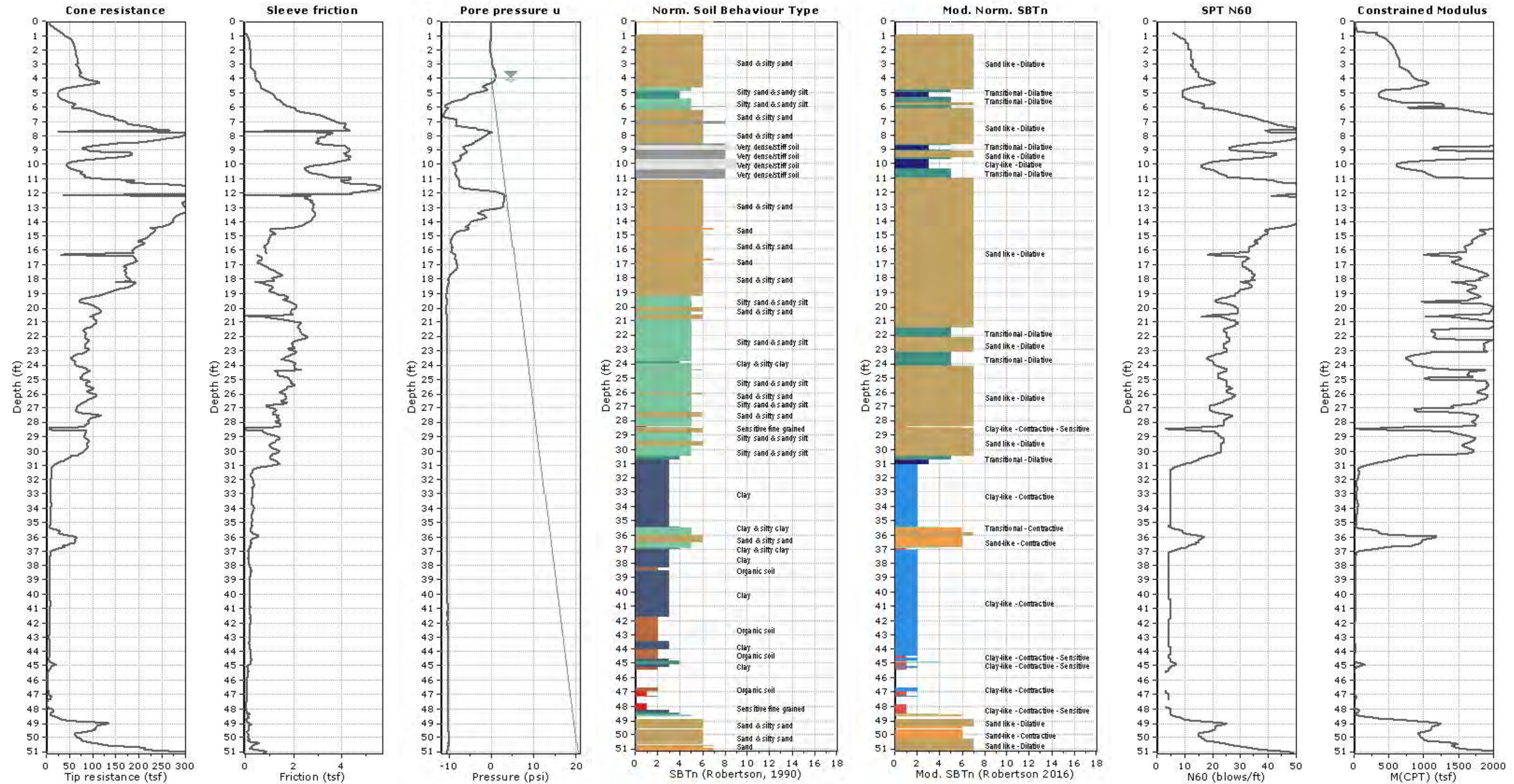




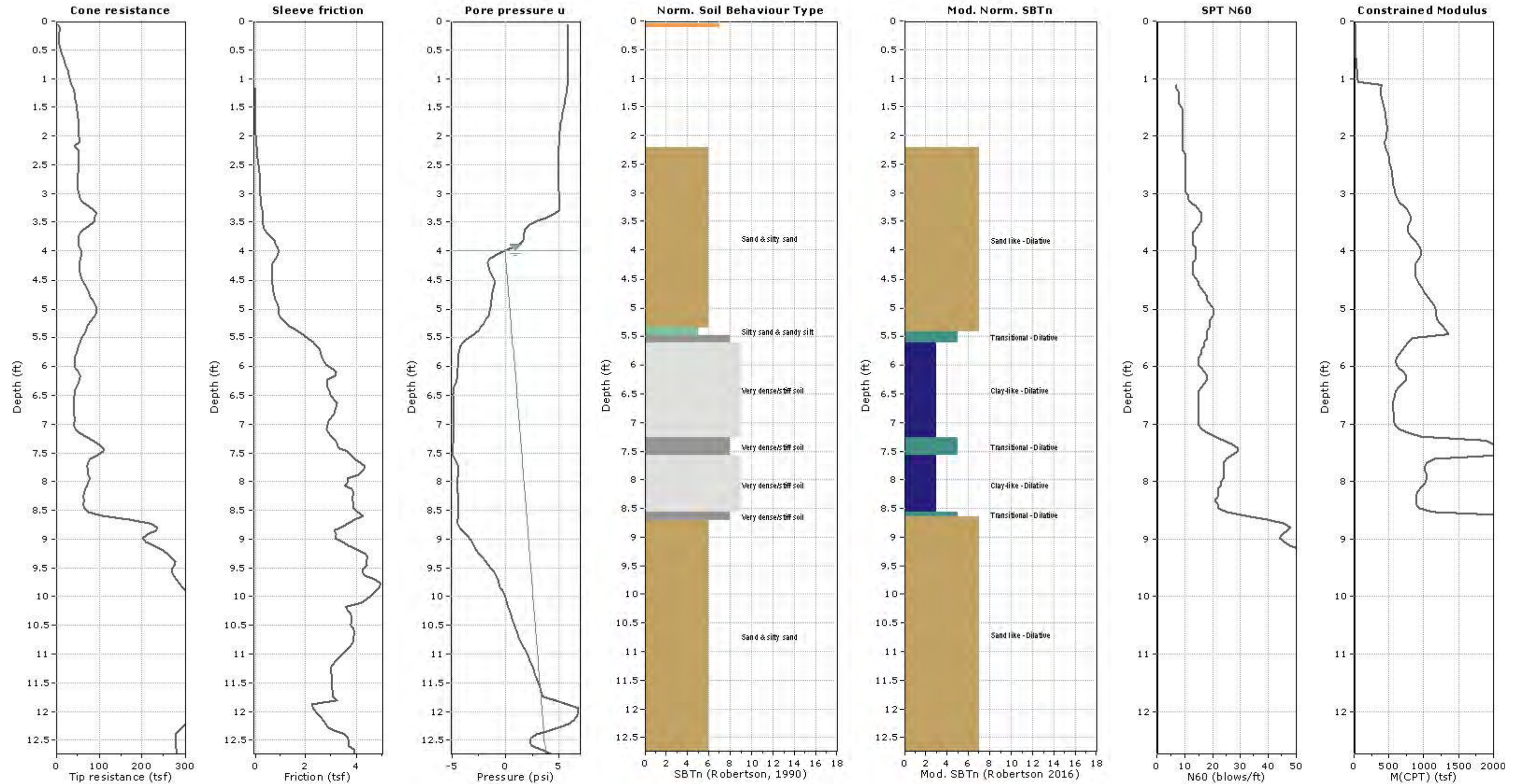








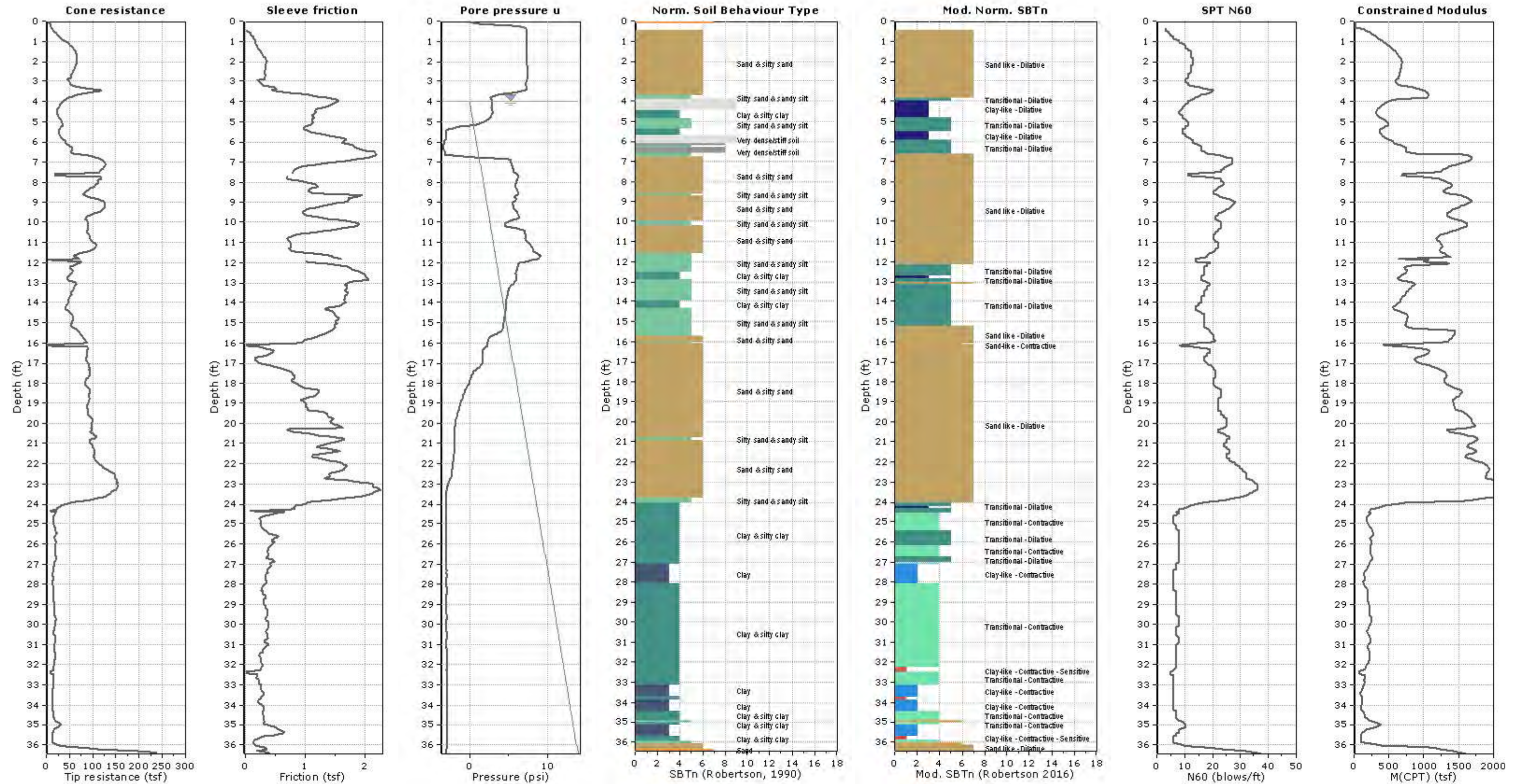












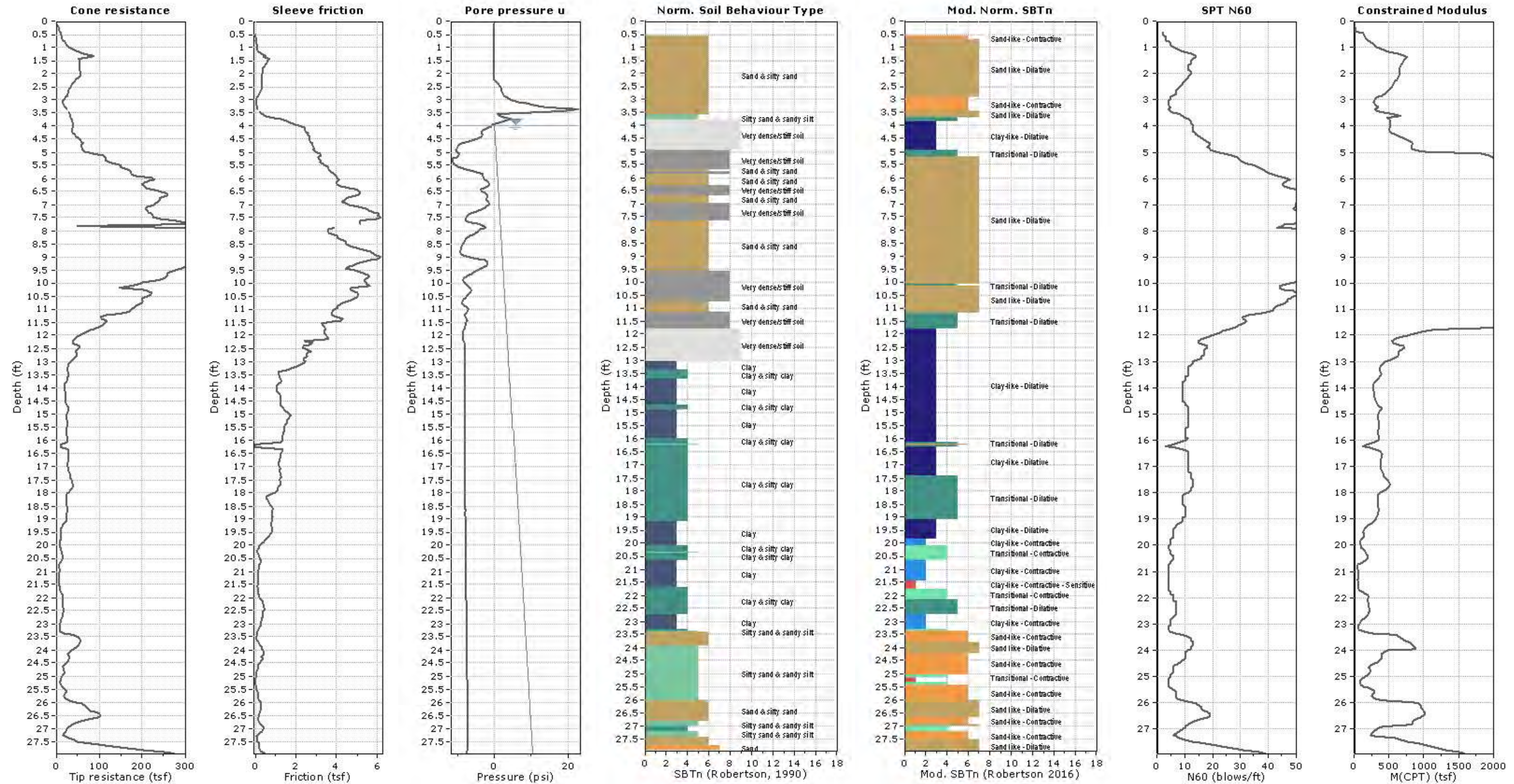












103.SD

This instrument prepared by, and after recording return to:

✓ Name: Bryan L. Putnal, Esq.  
Address: Smith Hulsey & Busey  
One Independent Drive, Suite 3300  
Jacksonville, Florida 32202

(Space reserved for Clerk of Court)

**PHARMACY USE RESTRICTION AGREEMENT**  
**Store no. 16466, The Villages, FL**

THIS PHARMACY USE RESTRICTION AGREEMENT ("Agreement") is entered into this 4th day of May, 2022 (the "Effective Date"), by and between CW4, INC., a Florida corporation, whose address is P.O. Box 680, Oxford, Florida 34484 ("CW4") and VILLAGES OF SOUTHEAST PLAZAS, LLC, a Florida limited liability company, whose address is 3619 Kiessel Road, The Villages, Florida 32163 ("Villages").

WITNESSETH:

WHEREAS, Villages is the owner of the property described in Exhibit "A" attached hereto ("Villages Property"); and

WHEREAS, Villages has leased the Villages Property to Walgreen Co., whose address is 106 Wilmot Rd, MS 1632, Deerfield IL 60015 ("Walgreens"). At the request of CW4 and Villages, Walgreens has consented to Villages granting to Central Sumter Utility Company, LLC, a Florida limited liability company, an easement for utilities in, over, under through and across the Villages Property for the benefit of the property owned by CW4 which is adjacent to the Villages Property and is described in Exhibit "B" attached hereto (the "Restricted Property"); and

WHEREAS, in consideration of the payment of \$20,000.00 to Walgreens and the grant of the Utility Easement for the benefit of the Restricted Property, CW4 has agreed to restrict the Restricted Property from being utilized as a pharmacy as hereafter described in Section 1.1 of this Agreement.

NOW, THEREFORE, the parties herby agree as follows:

ARTICLE I – RESTRICTION

SECTION 1.1 The Restricted Property shall be subject to the following restriction (the "Pharmacy Restriction") for the benefit of Walgreens:

The Restricted Property, shall not be used for any one or combination of the following: (i) the operation of a drugstore or a so called prescription pharmacy or prescription ordering, processing or delivery facility, whether or not a pharmacist is present at such facility, or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind; (ii) the sale of so-called health and/or beauty aids and/or



drug sundries; (iii) the operation of a business in which photofinishing services (including, without limitation, digital photographic processing or printing, or the sale of any other imaging services, processes or goods) and/or photographic film are offered for sale so long as Walgreens operates a business on the Villages Property which includes the foregoing uses; and/or (iv) the operation of a business in which greeting cards and/or gift wrap are offered for sale. Additionally, notwithstanding the foregoing, the restrictions contained in subclauses (ii) through (iv) of this Section 1.1 shall not apply to any owner of the Restricted Property or any tenant thereon whose sale of such prohibited goods and services are "Incidental" to their primary business. For the purposes of the immediately preceding sentence, the word "Incidental" shall mean such uses that do not exceed five hundred (500) square feet of retail space.

## ARTICLE II – AMENDMENT

SECTION 2.1 Except as otherwise expressly provided herein, this Agreement may only be amended or terminated in whole or in part in a written instrument executed by each of the owners of the Restricted Property and the Villages Property and Walgreens at the time of the amendment.

## ARTICLE III – ENFORCEMENT AND MERGER

SECTION 3.2 This Agreement may be enforced by Walgreens or the owner of the Villages Property ("Enforcing Party"), by any action available at law or in equity, including, but not limited to, injunctive relief, and all of such owners' remedies for breach shall be cumulative and not exclusive. For greater certainty, in the event of a violation or threat thereof of any of the restrictions set forth in this Agreement, such violation or threat thereof shall cause the Enforcing Party to suffer irreparable harm and the Enforcing Party may have no adequate remedy at law, such that in addition to all remedies available at law or in equity, or otherwise under this Agreement, the Enforcing Party shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of this Agreement.

SECTION 3.2 In the event of litigation by reason of this Agreement, the prevailing party in such litigation shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party.

SECTION 3.2 In the event the business operated on the Villages Property is not engaged in the sale of the items and in the scope of sale described in Section 1.1 for a period of one hundred eighty (180) consecutive days, this Agreement and the Pharmacy Restriction shall automatically terminate and be of no further force or effect. Upon such termination any party may record a notice of termination in the public records of Sumter County, Florida.

## ARTICLE IV - MISCELLANEOUS PROVISIONS

SECTION 4.1 The recitals are incorporated herein by this reference thereto. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or a waiver of any other provision set forth herein.

SECTION 4.2 Should any provision hereof be declared invalid by a legislative, administrative or judicial body of competent jurisdiction, the other provisions hereof shall remain in full force and effect and shall be unaffected by same.

SECTION 4.3 All of the provisions hereof shall burden the CW4 Property for the benefit of the owner of the Villages Property and Walgreens.

SECTION 4.4 This Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns and shall run with title to the Restricted Property and the Villages Property.

SECTION 4.4 This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]




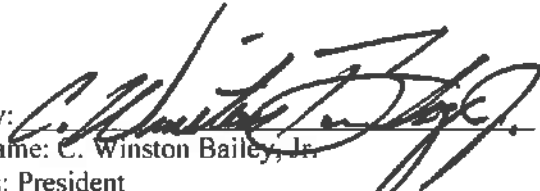
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

WITNESSES:

CW-4, INC.,  
a Florida corporation

  
Name: Jessica C. Arnstein

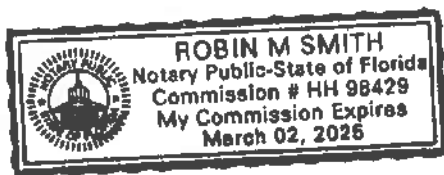
  
Name: Robin M. Smith


By:   
Name: C. Winston Bailey, Jr.  
Its: President

STATE OF FLORIDA  
COUNTY OF Sumter

The foregoing instrument was executed, acknowledged and delivered before me by means of  physical presence or  online notarization this 5<sup>th</sup> day of April, 2022, by C. Winston Bailey, the President of CW4, Inc., a Florida corporation, on behalf of the Corporation, who is (check one)  personally known to me or  has produced a valid driver's license as identification.

[Official Seal]



  
Name: Robin M. Smith  
Notary Public, State and County Aforesaid  
Commission No. HH 98429  
My Commission Expires: March 02, 2025

WITNESSES:

**VILLAGES OF SOUTHEAST PLAZAS, LLC**, a Florida limited liability company

By: Villages/Acorn Commercial Partners, LLC, a Florida limited liability company, its Manager

By: The Villages Operating Company, a Florida corporation, its Member

By: [Signature]  
Name: Martin L. Dzuro  
Its: Vice President

By: Acorn Investments, LLC, a Florida limited liability company, its Member

By: [Signature]  
Name: William J. Kearns  
Its: Co-Manager

[Signature]  
Name: Rosemary Karpovich

[Signature]  
Name: Zoe Devine

[Signature]  
Name: Rosemary Karpovich

[Signature]  
Name: Zoe Devine

STATE OF Florida  
COUNTY OF Sumter

The foregoing instrument was executed, acknowledged and delivered before me by means of  physical presence or  online notarization this 31 day of March, 2022 by Martin L. Dzuro the Vice President of The Villages Operating Company, a Florida corporation, Member of Villages/Acorn Commercial Partners, LLC, a Florida limited liability company, Manager of Villages of Southeast Plazas, LLC, a Florida limited liability company, who is (check one)  personally known to me or  has produced a valid driver's license as identification.

[Official Seal]



ROSEMARY B. KARPOVICH  
Commission # HH 159085  
Expires October 12, 2025  
Bonded Thru Budget Notary Services

[Signature]  
Name: Rosemary Karpovich  
Notary Public, State and County Aforesaid  
Commission No. HH 159085  
My Commission Expires: 10/12/2025

STATE OF Florida  
COUNTY OF Sumter

The foregoing instrument was executed, acknowledged and delivered before me by means of  physical presence or  online notarization this 18 day of April, 2022, by William J. Kearns, the Co-Manager of Villages/Acorn Commercial Partners, LLC, a Florida limited liability company, Manager of Villages of Southeast Plazas, LLC, a Florida limited liability company, who is (check one)  personally known to me or  has produced a valid driver's license as identification.

[Official Seal]



ROSEMARY B. KARPOVICH  
Commission # HH 159085  
Expires October 12, 2025  
Sceded Thru Budget Notary Services

Name: Rosemary Karpovich  
Notary Public, State and County Aforesaid  
Commission No. HH 159085  
My Commission Expires: 10/12/2025

WITNESSES:

WALGREEN CO.,

a \_\_\_\_\_

Share Rowley  
Name: Share Rowley

Mark Miller  
Name: Mark Miller

PS  
LA

By: CR  
Name: Chris Noble  
Its: DVP, Real Estate - Delegation

STATE OF IL  
COUNTY OF Lake

The foregoing instrument was executed, acknowledged and delivered before me by means of  physical presence or  online notarization this 4 day of May, 2022 by CHRIS NOBLE, the DVP of Real Estate, a of Walgreen Co., on behalf of the entity, who is (check one)  personally known to me or  has produced a valid driver's license as identification.

[Official Seal]



Elizabeth A Holden  
Name: Elizabeth A Holden  
Notary Public, State and County Aforesaid  
Commission No. \_\_\_\_\_  
My Commission Expires: 10/23/2025

EXHIBIT "A"

Villages Property

OUTPARCEL 1

THAT LAND LYING IN SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 24, RUN S00°43'15"W, ALONG THE WEST LINE THEREOF, A DISTANCE OF 1,799.90 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY OF STATE ROAD 44 AS DESCRIBED IN OFFICIAL RECORDS BOOK 2784, PAGE 682, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY THE FOLLOWING COURSES: S80°39'16"E, 1,343.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 68,788.94 FEET; THENCE EASTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 00°25'15", A DISTANCE OF 505.25 FEET; THENCE S80°14'01"E, 111.13 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE S80°14'01"E, 208.75 FEET; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY, N09°45'59"E, 38.00 FEET TO THE BOUNDARY OF THE EASEMENT DESCRIBED AS PARCEL NO. 824, AS RECORDED IN OFFICIAL RECORDS BOOK 2784, PAGE 690, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, THENCE ALONG SAID BOUNDARY THE FOLLOWING COURSES: N56°42'29"E, 185.87 FEET; THENCE N00°00'00"E, 80.23 FEET; THENCE N84°49'50"E, 127.93 FEET; THENCE DEPARTING SAID BOUNDARY, N64°38'22"W, 60.54 FEET; THENCE N34°12'42"W, 48.82 FEET; THENCE N80°39'16"W, 372.16 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 23.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 89°58'51", A DISTANCE OF 36.12 FEET; THENCE S09°21'53"W, 258.31 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 47.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 69°02'06", A DISTANCE OF 57.23 FEET TO THE POINT OF BEGINNING.



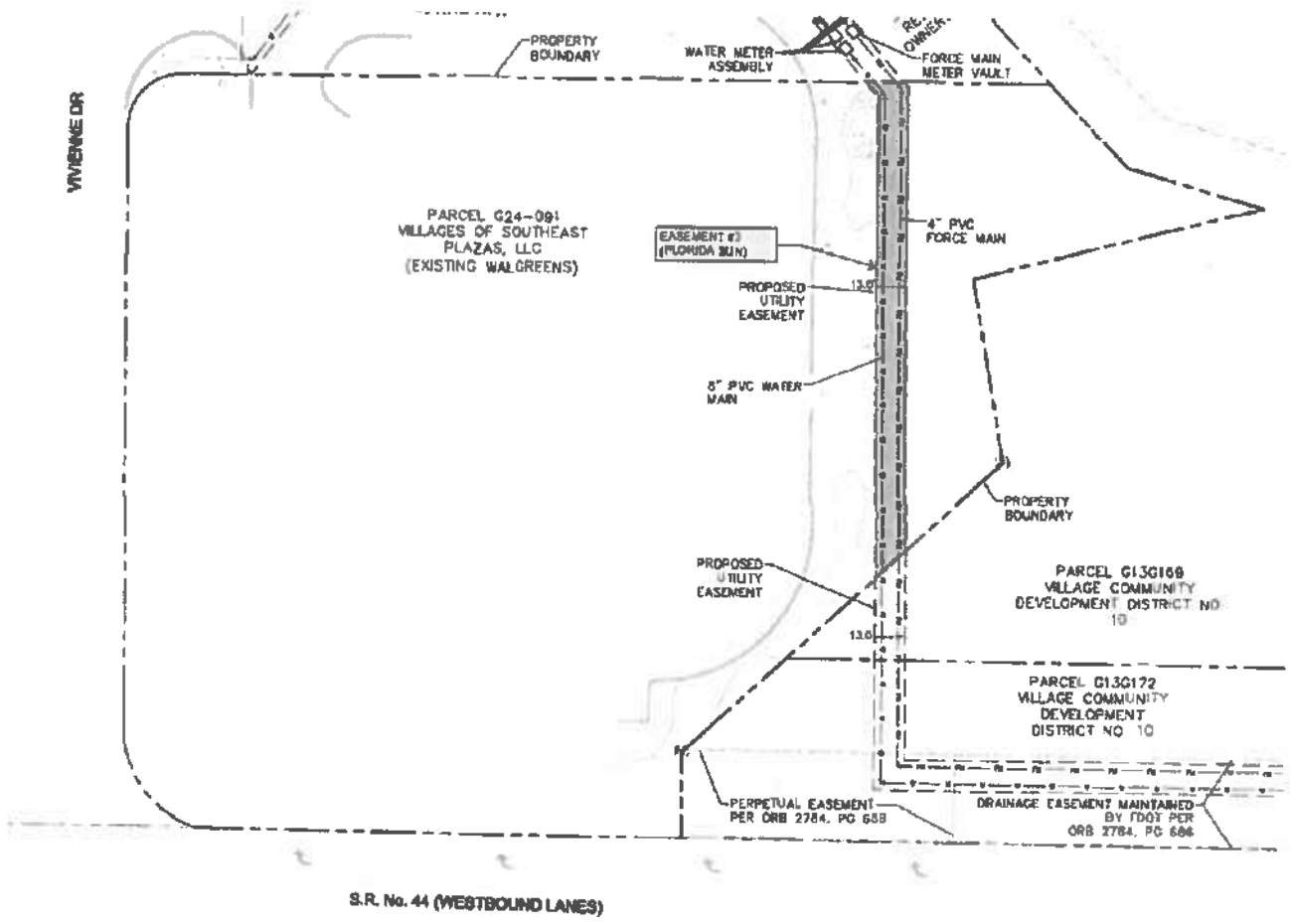


EXHIBIT "B"

Restricted Property

THE EAST 3/4 OF THE S.E. 1/4 OF THE N.E. 1/4 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND

THAT PORTION OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; ALSO BEING A PORTION OF THE FORMER C.S.X. TRANSPORTATION SYSTEMS, INC. RAILWAY (FORMERLY THE SEABOARD AIRLINE RAILROAD) AS SHOWN ON THE RIGHT-OF-WAY AND TRACK MAP, LAKE CHARM BRANCH, DATED JUNE, 1918 DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE S.E. 1/4 OF THE N.E. 1/4 OF SAID SECTION 24, AND RUN N89°37'25"E, ALONG THE NORTH LINE OF THE S.E. 1/4 OF THE N.E. 1/4 OF SECTION 24, A DISTANCE OF 25.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 25 FEET OF THE S.E. 1/4 OF THE N.E. 1/4 OF SECTION 24, THENCE S00°19'27"W, ALONG SAID EAST LINE A DISTANCE OF 1156.48 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID RAILROAD, THENCE RUN S75°26'45"E, ALONG THE NORTHERLY RIGHT-OF-WAY THEREOF, 352.93 FEET TO THE WEST LINE OF THE EAST 3/4 OF THE S.E. 1/4 OF THE N.E. 1/4 OF THE AFOREMENTIONED SECTION 24, AND THE POINT OF BEGINNING FOR THIS DESCRIPTION; FROM POINT OF BEGINNING, CONTINUE S75°26'45"E, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 330.11 FEET TO THE SOUTH LINE OF THE N.E. 1/4 OF AFOREMENTIONED SECTION 24, THENCE S14°33'15"W, A DISTANCE OF 100.00 FEET, TO THE SOUTHERLY RIGHT-OF-WAY OF SAID RAILROAD, THENCE N75°26'45"W ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 304.79 FEET TO THE SOUTHERLY EXTENSION OF THE SAID WEST LINE OF THE EAST 3/4 OF THE S.E. 1/4 OF THE N.E. 1/4, THENCE DEPARTING FROM SAID RIGHT-OF-WAY RUN N00°20'43"E, A DISTANCE OF 103.16 FEET TO THE POINT OF BEGINNING.

AND

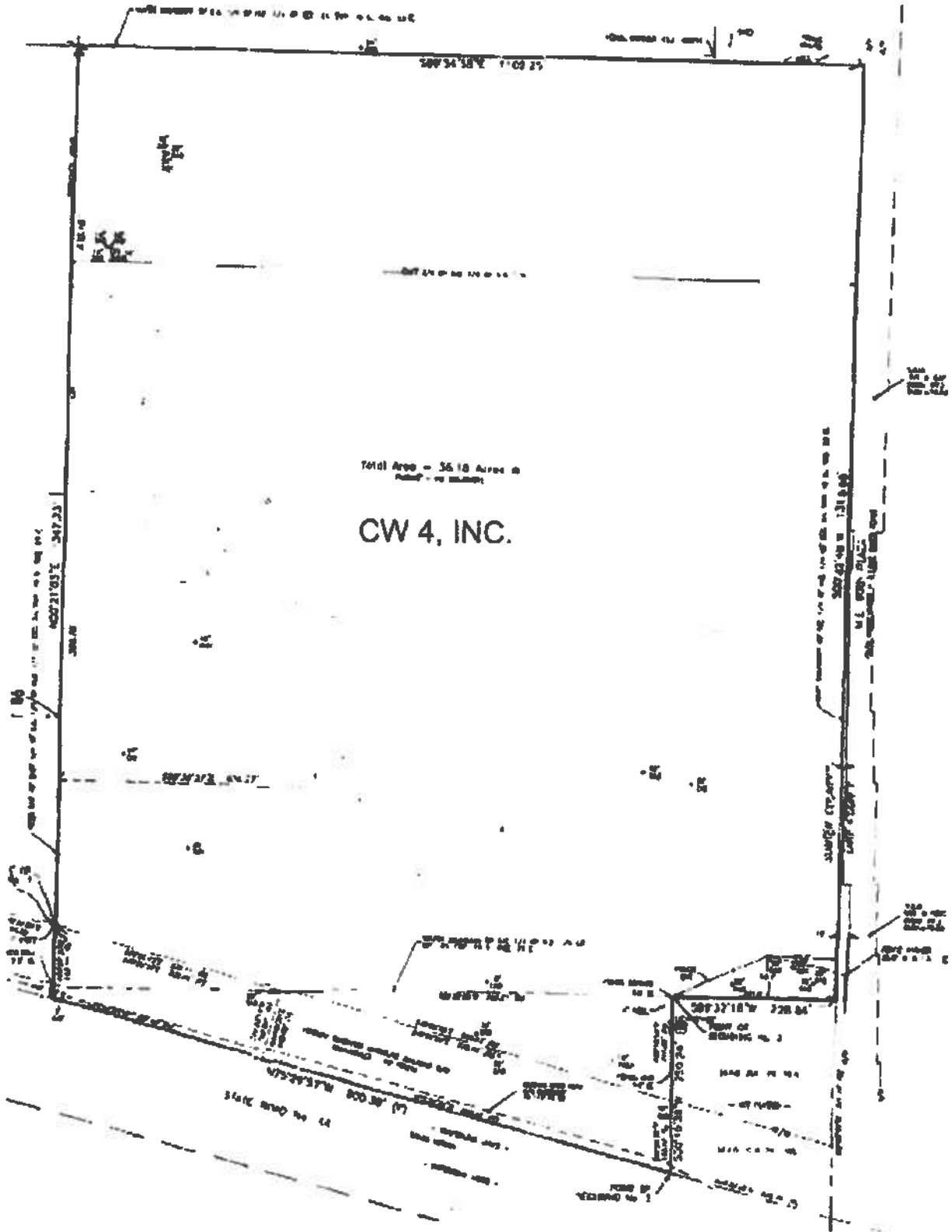
A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LYING NORTH OF C.S.X. TRANSPORTATION SYSTEMS, INC. RAILWAY (FORMERLY THE SEABOARD AIRLINE RAILROAD) AS SHOWN ON THE RIGHT-OF-WAY AND TRACK MAP, LAKE CHARM BRANCH, DATED JUNE, 1918, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID N.E. 1/4 OF THE S.E. 1/4; THENCE S89°35'30"W ALONG THE NORTH LINE OF SAID N.E. 1/4 OF THE S.E. 1/4, A DISTANCE OF 228.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°35'30"W ALONG SAID NORTH LINE, 552.21 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF AFORESAID C.S.X. TRANSPORTATION SYSTEMS, INC. RAILWAY; THENCE DEPARTING SAID NORTH LINE OF THE N.E. 1/4 OF THE S.E. 1/4, PROCEED S75°26'45"E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 569.63 FEET TO THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2031, PAGE 761 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, PROCEED N00°19'48"E ALONG SAID WEST LINE 147.08 FEET TO THE POINT OF BEGINNING.

AND

THAT PORTION OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; ALSO BEING A PORTION OF THE FORMER C.S.X. TRANSPORTATION SYSTEMS, INC. RAILWAY (FORMERLY THE SEABOARD AIRLINE RAILROAD) AS SHOWN ON THE RIGHT-OF-WAY AND TRACK MAP, LAKE CHARM BRANCH, DATED JUNE, 1918 DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE S.E. 1/4 OF SAID SECTION 24; THENCE S00°24'44"W ALONG THE EAST LINE THEREOF, A DISTANCE OF 311.14 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID RAILWAY AND THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2578, PAGE 149, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N75°20'22"W, ALONG SAID BOUNDARY AND SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 235.74 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID BOUNDARY AND CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY, N75°20'22"W, 595.97 FEET TO THE EASTERLY BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2492, PAGE 614, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY AND ALONG SAID EASTERLY BOUNDARY, N14°39'38"E, 100.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID RAILWAY; THENCE DEPARTING SAID EASTERLY BOUNDARY AND ALONG SAID NORTHERLY RIGHT-OF-WAY S75°20'22"E, 570.61 FEET TO THE WEST LINE OF OFFICIAL RECORDS BOOK 2031, PAGE 761, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY EXTENSION OF SAID WEST LINE AND THE WESTERLY BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2578, PAGE 149, S00°25'50"W, 103.17 FEET TO THE POINT OF BEGINNING.



REPLY TO: Jeffrey P. Skates  
352-259-5011

February 15, 2019

CW4, INC.  
C/O: Winston Bailey  
3649 County Road 214  
Oxford, Florida 34484

Re: Utility Easement Agreement

Dear Mr. Bailey:

Enclosed for your records is the following original recorded Utility Easement Agreement. This Agreement has been recorded in the Public Records of Sumter County, Florida at Book 3516, Page 578.

Thank you for permitting me to be of assistance to you in this matter. If you have any questions, please do not hesitate to contact me.

Yours very truly,



Monica Grace  
Estate Planning Assistant

Enclosures

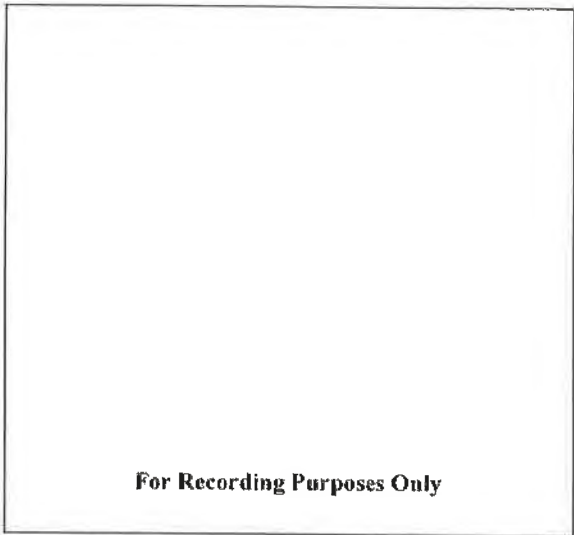


78-00

**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

Jeremy Holt, Esquire  
MCLIN BURSED  
✓ 1028 Lake Sumter Landing  
The Villages, Florida 32162  
(352) 259-5011

Property Appraiser's Parcel Identification No.:  
A portion of: G24-077



**For Recording Purposes Only**

Inst:201960002594 Date:1/25/2019 Time:2:58 PM  
DC, Gloria R. Hayward, Sumter County Page 1 of 9 B:3516 P:578

**UTILITY EASEMENT AGREEMENT**

**THIS UTILITY EASEMENT AGREEMENT** (this "Agreement") is made as of the 14<sup>th</sup> day of January, 2019 (the "Effective Date") by **DAVID O. WALSTON**, whose address is 6206 Ashbury Palms Drive, Tampa, Florida 33677 (the "Grantor"), to and in favor of **CW4, INC.**, a Florida corporation, whose mailing address is 3649 County Road 214, Oxford, Florida 34484 (the "Grantee") (Grantor and Grantee are sometimes together referred to herein as the "Parties", and separately as a "Party").

**WITNESSETH:**

**WHEREAS**, Grantee seeks to construct, or cause the construction of certain underground sanitary sewer, potable water and fire hydrant facilities (collectively, the "Facilities"), within that certain real property owned by Grantor being more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Easement Area") for the use and benefit of the real property owned by Grantee being more particularly described on **Exhibit "B"** attached hereto and incorporated herein by this reference (the "Dominant Estate"); and

**WHEREAS**, Grantor now desires to give, grant, and convey in favor of Grantee a perpetual, non-exclusive easement on, upon, over, under, across and through the Easement Area for the limited purpose of constructing, installing, using, maintaining, repairing, replacing, and restoring the Facilities upon such terms and conditions as more specifically set forth herein.

**NOW, THEREFORE**, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by Grantee to the Grantor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Creation of Perpetual Easement.** Grantor hereby gives, grants and conveys in favor of Grantee a perpetual, non-exclusive easement (the "Easement") on, upon, over, under, across and through the Easement Area for the limited purpose of constructing, installing, using, maintaining, repairing, replacing, and restoring the Facilities for the provision of potable water, sanitary sewer services and fire hydrant services. This Easement is appurtenant to, and shall run with, title to the Dominant Estate.

3. Repair and Maintenance. Grantee shall construct, install, maintain, repair, replace, and restore the Facilities and shall keep the same in good order and repair in accordance with all applicable governmental requirements and at no cost to Grantor. Grantee, at Grantee's sole cost and expense, shall have the right to cut, clear and remove from the Easement Area, any trees, limbs, undergrowth or other physical objects which, in the reasonable judgment of Grantee, may endanger or unreasonably interfere with the installation, use, operation or maintenance of the Facilities; provided, however, that Grantee agrees to commence and diligently pursue the replacement or restoration of any trees, undergrowth, sidewalk, or other physical objects that do not endanger or unreasonably interfere with the installation, use, operation or maintenance of the Facilities or that are not inconsistent with the rights herein granted to Grantee within a reasonable time period. Notwithstanding the foregoing, Grantee's replacement and restoration obligations for landscaping shall be limited to an obligation to replace and restore such landscaping or sidewalk to Sumter County's standards and shall not include an obligation to restore to exotic or enhanced landscaping standards.

4. Insurance. Grantee shall exercise all rights, privileges, and obligations hereunder at its own risk and expense. Throughout the term of this Easement, Grantee shall provide and maintain, and shall require its contractors (if any) to provide and maintain, such general liability, automobile liability, and workers' compensation insurance or self-insurance as required as may be necessary to protect Grantee and Grantor from losses which may arise out of or be related in any way to this Easement. All such insurance or self-insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by Grantor. Upon request of Grantor, Grantee shall furnish evidence of such insurance or self-insurance to Grantor.

5. Indemnity. To the extent permitted by law, Grantee shall defend, indemnify, and hold harmless Grantor, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, fines, costs and expenses (including attorney's fees prior to and upon appeal) or any kind or nature whatsoever related to this Easement to the extent arising out of or to the extent caused by any negligent act or omission of Grantee, its directors, officers, or employees, acting within the scope of their employment for the Grantee. The provisions of this paragraph shall survive the termination of this Easement.

6. Compliance with Laws. Any rights granted hereunder shall be exercised only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto.

7. Obligations of Grantee and Grantor. The Parties covenant and agree that neither Party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

8. No Public Dedication. Nothing contained in this Agreement shall create or shall be deemed to create any easements or use rights in the general public or constitute a public dedication for any public use other than the use set forth in Section 2 hereof.

9. Beneficiaries of Easement Rights. The Easement set forth in this Agreement shall be for the benefit and use of Grantee and its successors and assigns, and their, agents, employees, consultants, representatives, contractors (and their subcontractors, employees and materialmen), and shall be binding upon the Easement Area and shall be a covenant running with the title to the Easement Area.

The Easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Area for its intended purpose, including, specifically, the right of entry within the Easement Area for purposes of maintenance, operation, repair and construction of the Facilities within the Easement Area, subject to the limitations set forth herein. Grantee may increase its use of the Easement, change the location of Facilities within the Easement Area, or modify the size of the Facilities within the Easement Area as it may determine in its sole discretion from time to time without paying any additional compensation to Grantor, or its successors or assigns, provided Grantee does not expand its use of the Easement beyond the boundaries of the Easement Area.

10. Assignment and Termination. Grantee may not assign its rights and obligations under this Agreement except to the extent authorized in Paragraph 9, hereof.

11. Amendments. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by an instrument in writing duly executed by all Parties, without joinder of any other parties being required, except as otherwise provided herein, and recorded in the Public Records of Sumter County, Florida.

12. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) one day after depositing with a nationally recognized overnight courier service, or (ii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, local Orlando, Florida time), to the address listed above or to such other address as either Party may from time to time designate by written notice in accordance with this paragraph.

13. Liens. Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area or any other real property in connection with the exercise of rights hereunder.

14. Use of Easement Area. It is acknowledged and agreed that the Easement granted under this Agreement is a non-exclusive easement; provided, however, Grantee shall not exercise its easement rights granted herein in any manner which unreasonably interferes with or unreasonably disrupts Grantor's operations on any of Grantor's property adjacent to or within the vicinity of the Easement Area.

15. Attorneys' Fees. Should any action be brought arising out of this Agreement, including, without limitation, any action for declaratory or injunctive relief, or any action for the enforcement hereof, each party shall be responsible for their own attorney's fees.


16. Miscellaneous. This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the United States of America and the State of Florida. Venue for any proceeding brought hereunder shall be Sumter County, Florida. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement

requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. The rights, privileges and easements granted and conveyed hereunder shall be a burden upon the Easement Area and exist for the benefit of Grantee and shall run with title to the Easement Area.

*[SIGNATURE PAGE FOLLOWS]*

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

Signed, sealed and delivered  
in the presence of:

  
Print Name: Joanne A Nave

  
Print Name: Priscilla Duttonhaver

  
Print Name: Monica Grace

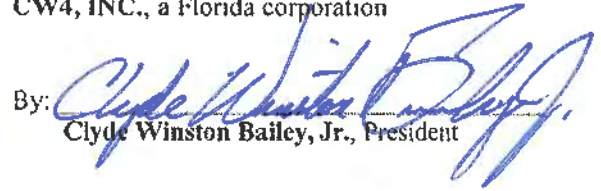
  
Print Name: Rosemary Slater

"GRANTOR"

  
DAVID O. WALSTON

"GRANTEE"

CW4, INC., a Florida corporation

By:   
Clyde Winston Bailey, Jr., President



STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of November, 2018, by  
DAVID O. WALSTON.

Priscilla Duttenhaver  
Signature of Notary Public  
Priscilla Duttenhaver  
(Print Notary Name)  
My Commission Expires: 11/3/2022  
Commission No.: \_\_\_\_\_  
 Personally known, or  
 Produced Identification  
Type of Identification Produced  
Fla Driver's License

AFFIX NOTARY STAMP



PRISCILLA DUTTENHAVER  
Commission # GG 238495  
Expires November 3, 2022  
Bonded Thru Budget Notary Services

STATE OF FLORIDA  
COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 21 day of November, 2018, by  
Clyde Winston Bailey, Jr., as President of CW4, INC., a Florida corporation, on behalf of the  
corporation.

Rosemary Slater  
Signature of Notary Public  
Rosemary Slater  
(Print Notary Name)  
My Commission Expires: 10/12/2021  
Commission No.: \_\_\_\_\_  
 Personally known, or  
 Produced Identification  
Type of Identification Produced  
Fla Drivers License

AFFIX NOTARY STAMP



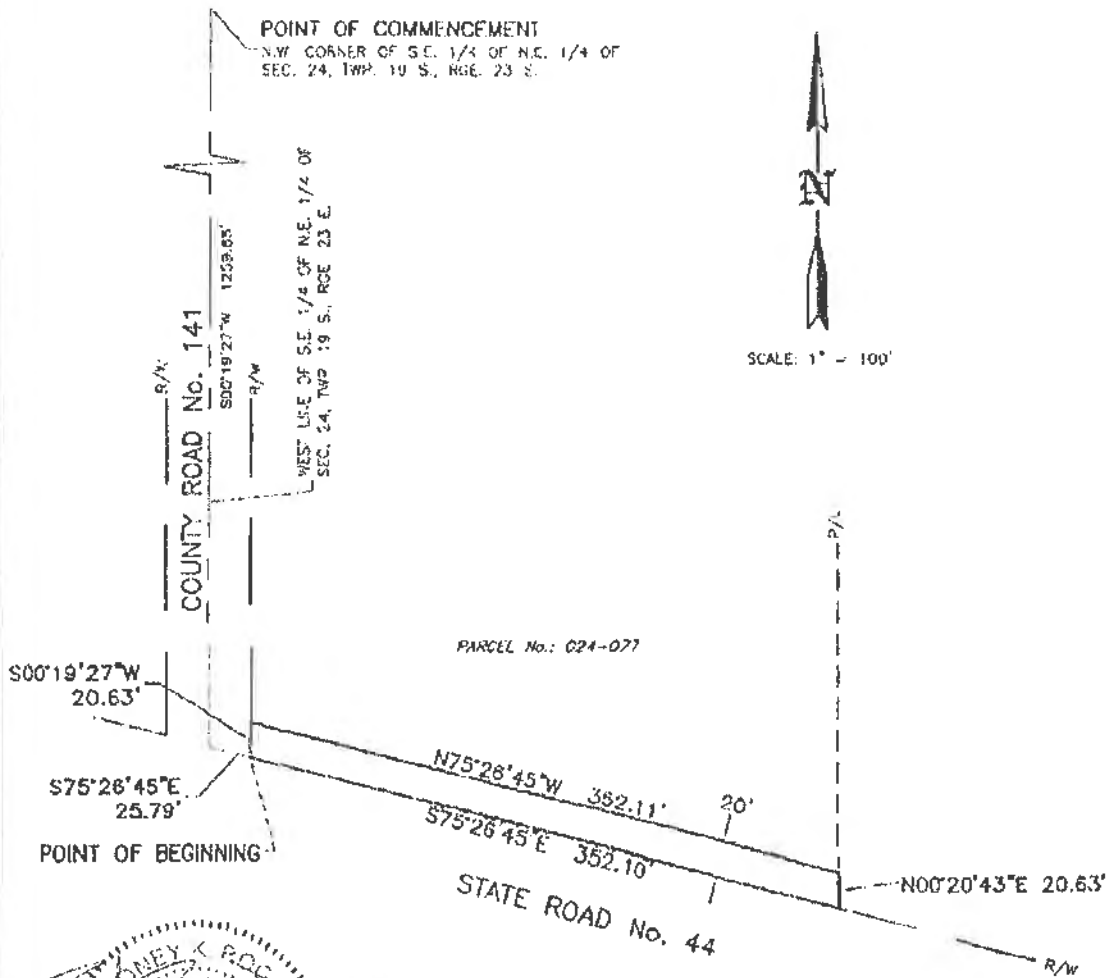
ROSEMARY B SLATER  
Commission # GG 128988  
Expires October 12, 2021  
Bonded Thru Budget Notary Services

**EXHIBIT "A"**  
**Easement Area**

**SKETCH OF LEGAL DESCRIPTION**  
**FOR**  
**20' UTILITY EASEMENT**

**LEGAL DESCRIPTION**

COMMENCE AT THE N.W. CORNER OF THE S.E. 1/4 OF THE N.E. 1/4 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE S00°19'27"W ALONG THE WEST LINE OF SAID S.E. 1/4 OF THE N.E. 1/4, A DISTANCE OF 1259.65 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD No. 44 (WIDTH VARIES); THENCE DEPARTING SAID WEST LINE, PROCEED S75°26'45"E ALONG SAID RIGHT-OF-WAY LINE, 25.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S75°26'45"E ALONG SAID RIGHT-OF-WAY LINE, 352.10 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED N00°20'43"E, 20.63 FEET; THENCE N75°26'45"W, 352.11 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD No. 141 (50 FEET WIDE); THENCE S00°18'27"W ALONG SAID EAST RIGHT-OF-WAY LINE, 20.63 FEET TO THE POINT OF BEGINNING.



PARCEL No.: 024-077

RODNEY K. ROGERS  
 PROFESSIONAL SURVEYOR & MAPPER  
 REGISTRATION NO. 5274  
 STATE OF FLORIDA

**NOTE:**

1. THIS SKETCH OF LEGAL DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE LEGAL DESCRIPTION SHOWN HEREON WAS WRITTEN BY THE SURVEYOR BASED ON DEEDS OF RECORD.

**ROGERS ENGINEERING, LLC**  
 Civil Engineering & Land Surveying

• 1105 S.E. 3rd Avenue • Ocala, Florida 34471  
 • Ph. (352) 622-9214 • Lic. Bus. #1074

SCALE  
 1" = 100'

DATE  
 8-30-2018

**EXHIBIT "B"**  
**Dominant Estate**

**LEGAL DESCRIPTION**

THE EAST 3/4 OF THE S.E. 1/4 OF THE N.E. 1/4 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND

THAT PORTION OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; ALSO BEING A PORTION OF THE FORMER C.S.X. TRANSPORTATION SYSTEMS, INC. RAILWAY (FORMERLY THE SEABOARD AIRLINE RAILROAD) AS SHOWN ON THE RIGHT-OF-WAY AND TRACK MAP, LAKE CHARM BRANCH, DATED JUNE, 1918 DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE S.E. 1/4 OF THE N.E. 1/4 OF SAID SECTION 24, AND RUN N89°37'25"E, ALONG THE NORTH LINE OF THE S.E. 1/4 OF THE N.E. 1/4 OF SECTION 24, A DISTANCE OF 25.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 25 FEET OF THE S.E. 1/4 OF THE N.E. 1/4 OF SECTION 24, THENCE S00°19'27"W, ALONG SAID EAST LINE A DISTANCE OF 1156.48 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID RAILROAD, THENCE RUN S75°26'45"E, ALONG THE NORTHERLY RIGHT-OF-WAY THEREOF, 352.93 FEET TO THE WEST LINE OF THE EAST 3/4 OF THE S.E. 1/4 OF THE N.E. 1/4 OF THE AFOREMENTIONED SECTION 24, AND THE POINT OF BEGINNING FOR THIS DESCRIPTION; FROM POINT OF BEGINNING, CONTINUE S75°26'45"E, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 330.11 FEET TO THE SOUTH LINE OF THE N.E. 1/4 OF AFOREMENTIONED SECTION 24, THENCE S14°35'15"W, A DISTANCE OF 100.00 FEET, TO THE SOUTHERLY RIGHT-OF-WAY OF SAID RAILROAD, THENCE N75°26'45"W ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 304.79 FEET TO THE SOUTHERLY EXTENSION OF THE SAID WEST LINE OF THE EAST 3/4 OF THE S.E. 1/4 OF THE N.E. 1/4, THENCE DEPARTING FROM SAID RIGHT-OF-WAY RUN N00°20'43"E, A DISTANCE OF 103.16 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LYING NORTH OF C.S.X. TRANSPORTATION SYSTEMS, INC. RAILWAY (FORMERLY THE SEABOARD AIRLINE RAILROAD) AS SHOWN ON THE RIGHT-OF-WAY AND TRACK MAP, LAKE CHARM BRANCH, DATED JUNE, 1918, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID N.E. 1/4 OF THE S.E. 1/4; THENCE S89°35'30"W ALONG THE NORTH LINE OF SAID N.E. 1/4 OF THE S.E. 1/4, A DISTANCE OF 228.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°35'30"W ALONG SAID NORTH LINE, 552.21 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF AFORESAID C.S.X. TRANSPORTATION SYSTEMS, INC. RAILWAY; THENCE DEPARTING SAID NORTH LINE OF THE N.E. 1/4 OF THE S.E. 1/4, PROCEED S75°26'45"E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 569.63 FEET TO THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2031, PAGE 761 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, PROCEED N00°19'48"E ALONG SAID WEST LINE 147.08 FEET TO THE POINT OF BEGINNING.

AND

THAT PORTION OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; ALSO BEING A PORTION OF THE FORMER C.S.X. TRANSPORTATION SYSTEMS, INC. RAILWAY (FORMERLY THE SEABOARD AIRLINE RAILROAD) AS SHOWN ON THE RIGHT-OF-WAY AND TRACK MAP, LAKE CHARM BRANCH, DATED JUNE, 1918 DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE S.E. 1/4 OF SAID SECTION 24; THENCE S00°24'44"W ALONG THE EAST LINE THEREOF, A DISTANCE OF 311.14 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID RAILWAY AND THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2578, PAGE 149, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N75°20'22"W, ALONG SAID BOUNDARY AND SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 235.74 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID BOUNDARY AND CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY, N75°20'22"W, 595.97 FEET TO THE EASTERLY BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2492, PAGE 614, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY AND ALONG SAID EASTERLY BOUNDARY, N14°39'38"E, 100.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID RAILWAY; THENCE DEPARTING SAID EASTERLY BOUNDARY AND ALONG SAID NORTHERLY RIGHT-OF-WAY S75°20'22"E, 570.61 FEET TO THE WEST LINE OF OFFICIAL RECORDS BOOK 2031, PAGE 761, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY EXTENSION OF SAID WEST LINE AND THE WESTERLY BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2578, PAGE 149, S00°25'50"W, 103.17 FEET TO THE POINT OF BEGINNING.