

**LAKE HILLS  
PLANNED UNIT DEVELOPMENT  
UTILITY SERVICE AGREEMENT**

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**Town of Howey-in-the-Hills, Florida**

**Reader & Partners, LLC**

**THIS UTILITY SERVICE AGREEMENT** (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, between the **TOWN OF HOWEY-IN-THE-HILLS, FLORIDA**, a Florida municipal corporation (“Town”) and **READER & PARTNERS LLC**, a Florida limited liability company (“Developer”), The addresses of the parties are set forth below.

**WHEREAS**, this Utility Service Agreement establishes the terms for the Town providing potable-water and “retail” wastewater-transmission utilities to property owned or controlled by the Developer and described on Exhibit “A” (the “Property”); and

**WHEREAS**, the utility services will be provided hereunder for the residential portion of the Lake Hills PUD, which includes the development of 571 equivalent residential units and associated amenities (the “Project”); and

**WHEREAS**, Developer is required to install and construct the water- and wastewater-utility lines, pumps, valves, force mains, lift stations, and other infrastructure to serve the Project at no cost to the Town; and

**WHEREAS**, the Town and the Developer find this Utility Service Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law.

**NOW, THEREFORE, in** consideration of the mutual understandings and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Developer agree:

## **Section 1. Town to Provide Potable-Water and “Retail” Wastewater Service.**

a. Upon the terms and conditions in this Utility Service Agreement, and in accordance with the Town's codes, ordinances, rules, regulations, and technical standards and requirements, the Town shall provide and shall have the exclusive right to provide to the Project (i) potable-water service and (ii) “retail” wastewater collection and transmission from the Project, all as set forth herein. The Town is currently expanding its potable-water plant and confirms to Developer that the plant improvements are scheduled to be completed, and the available potable-water capacity is scheduled to be available, within 24 months of the date of this Agreement. Design and permitting of the potable water plant expansion is underway and the City has been awarded \$4.25 million in state funding toward the cost of the expansion. The City agrees to use its reasonable efforts to finalize expansion of the potable-water plant within the timeframe contemplated above and will inform the Developer of any changes to the construction schedule and anticipated completion date.

b. As between the Town and the Developer, the Developer is entitled to reserve potable-water capacity and retail wastewater utility service for up to 571 single-family dwelling units or “Equivalent Residential Units” (“ERU’s”). The Developer’s right to ERU’s of utility capacity will vest only upon the Developer’s completion of the Utility Improvements as provided in Section 2. Prior to authorizing connection to the Town’s utility system for each individual equivalent residential unit, the Developer or its successors or assigns must also pay the Town’s one-time initial capital and connection charges for each unit for its potable-water system and provide evidence of wastewater-utility treatment capacity reservation as described in Section 1c below. Upon completion of the Utility Improvements and payment of all initial potable-water capital and connection charges to the Town, the Town must (i) set aside and deem reserved for the Developer the potable-water capacities for which such payment was made and (ii) commit to provide retail wastewater-utility service to the Project. Vesting of the Developer’s right to capacity will only occur upon the City’s acceptance of the Utility Improvements and Developer’s payment in full of the capital and connection charges in effect at the time of the payment for each equivalent residential unit. The Developer may elect to pay for all equivalent residential units necessary for the Project at one time or may pay for just those equivalent residential units included in a particular phase of the Project, but potable-water capacity will only vest for the number of equivalent residential units for which payment of the capital and connection charges are received by the Town.

c. The Town acknowledges that the Developer has entered or will soon enter into a separate Agreement and Commitment for Utility Services (Lake Hills PUD) (“Capacity Agreement”) with the Central Lake Community Development District (“District”) to reserve “wholesale” wastewater-treatment capacity for the Project. Under the terms of the Capacity Agreement, the Developer is obligated to construct certain wastewater-transmission improvements that will transmit wastewater from the Property to the District’s wastewater-treatment plant. The Developer shall provide the Town evidence of its wastewater-utility treatment capacity reservation in the form of a Certificate of Wastewater Treatment Capacity (or other similar documentation) issued by the District and confirming the Developer’s right to bulk wastewater treatment capacity in the District’s wastewater-treatment system for up to 571 equivalent residential units and associated amenities. All capital and connection charges associated with the reserved wastewater treatment capacity shall be governed by the separate Capacity Agreement and will be paid to the District and not the Town.

To the extent legally or contractually necessary, the Town must enter into either an amendment to the Wholesale Wastewater Service Agreement for the Bouis Property dated February 27, 2012, between the Town and the District (the “Bouis Agreement Amendment”); or other appropriate contract arrangement, confirming (i) the treatment capacity allocated by the District to the Project, (ii) the District will act as the “wholesale” provider of wastewater treatment for the Property, and (iii) the Town will serve as the “retail” provider of wastewater collection and transmission from the Property.

d. As of the date of this Agreement, the Town does not provide reclaimed-water service or any other source of non-potable irrigation water. Developer may, in its sole discretion, pursue alternatives to provide non-potable irrigation services to the Project. The Town agrees to reasonably cooperate with the Developer to allow Developer to provide for its own irrigation supply, including allowing the Developer (i) to permit and adjust the current consumptive use permit for the Property and to form an irrigation entity, or (ii) to elect to assign the permit to a legal entity, homeowners or property owners association, in either case, to provide, own, operate and manage an adequate source of non-potable water for irrigation. The Town reserves the right to object to provisions of a consumptive use permit for the Project in the event the groundwater withdrawal volumes authorized under the permit negatively impact the Town’s separate consumptive use permit or permits. In the event the Town is able to provide reclaimed water to the Property in the future Town and Developer, or its successor or assign that holds the consumptive use permit from the St. Johns River Water Management District for

the non-potable irrigation system, shall negotiate a bulk purchase arrangement for reclaimed water service to offset any permitted well or lake water withdrawals.

**Section 2. Service Conditioned on Construction and Acceptance of Systems.**

The Developer's right to connect the Property to the Town's water and wastewater utilities is conditioned on the Developer:

1. Preparing at no cost to the Town the plans and specifications for all lines, pumps, valves, lift stations, and other equipment, facilities, and improvements required for the Town's water and wastewater utilities to serve the Property (the "Utility Improvements"),
2. Developer shall upsize the force main from the Point of Connection at Project entrance on CR 48 to the District's wastewater-treatment plant to accommodate projected flow for the proximate parcels in the basin (Lake Hills PUD, Thompson Grove, and Westminster parcels) per the terms of the wastewater Capacity Agreement.
3. During the initial design review process for the plans and specifications for the Project's master utility infrastructure and improvements the Developer is agreeable to accommodate reasonable upsize requests by the Town of the Utility Improvements on the Property to accommodate the proximate parcels within the Town. If the Town desires such upsize the Town shall fund the prorata cost of the upsizing,
4. Installing and constructing the utility improvements in accordance with plans and specifications approved by the Town.
5. Installing and constructing all such improvements (excluding upsizing) at no cost to the Town, and
6. Conveying all such improvements to the Town by written instrument(s) in form and substance acceptable to the Town Manager.
7. Payment of all applicable initial capital or connection charges assessed by the Town, subject to a reduction for the costs associated with upsizing the Utility Improvements at the Town's request.

Upon completion of the improvements the Developer shall apply in writing to the Town Manager for acceptance of the improvements. Upon the Town's acceptance of the improvements:

- a) all warranties and guarantees from contractors and suppliers shall be assigned and delivered by the Developer to the Town, and
- b) All construction guarantees from the Developer to the Town, such as bonds, letters of credit, and other sureties issued in favor of the Town, shall then be released by the Town.

The Utility Improvements to be accepted by the Town shall be all systems and improvements located on the Property and extending (via force main) to the Point of Connection, located generally at the project entrance on CR48. The Town shall separately accept written confirmation from the District when all necessary wastewater improvements from the Point of Connection to the wastewater-treatment plant are completed and the Property is connected to the District's wastewater-treatment system.

**Section 3. Installation of Improvements.** The Developer must design, permit, construct, and install, all at no cost to the Town, all Utility Improvements required on and off the Property to provide the Property and the future improvements thereon with water and wastewater service connecting the Property to the existing Town water and wastewater utilities and to the District's wastewater-treatment plant.

The Town shall have the right to review, approve and permit, as appropriate, the Utility Improvements necessary for the Developer to connect the Property to the Town's potable-water utility and to the Town's wastewater utility and, through the Point of Connection, to the District's wastewater-treatment plant in a manner consistent with the Town's land-development and utility regulations. Upon completion, all Utility Improvements on the Property and within Town rights-of-way and utility easements must be conveyed to the Town in a form and substance acceptable to the Town Attorney. The Utility Improvements to be constructed by the Developer off the Developer's property (off-site improvements) include (but may not be limited to) the water-utility improvements along CR48 necessary for the connection of the Property to the Town water plant under development at the intersection of CR48 and US19 and the wastewater force-main connection from the Point of Connection to the District's wastewater-treatment plant.

All onsite Utility Improvements up to the Point of Connection are to be conveyed or otherwise dedicated to the Town in form and substance approved by the Town Attorney. All connections to existing Town utilities shall be made at no cost to the Town.

The Developer shall install all wastewater improvements past the Point of Connection to the District wastewater plant in a manner consistent with the terms of the Capacity Agreement. Upon acceptance of those improvements by the District, the Town shall serve as the retail provider of wastewater utilities to the Property according to the terms of the Bouis Agreement Amendment or as may be agreed otherwise by the Town and the District by later instrument.

**Section 4. Approval of Design and Plans.** The engineering design and plans and specifications of all Utility Improvements to be transferred to and owned and operated by the Town are subject to prior approval by the Town Manager. The Developer's registered engineer of record shall incorporate all applicable standards and specifications of the Town into the engineering design, plans, and specifications. The Town shall provide reasonable assistance to the Developer's engineers as would be customary for a utility provider in the design and construction of Utility Improvements. All construction plans and specifications must be approved by the Town before construction is commenced. The Developer must obtain all federal, state, county, town and other permits required for construction, acceptance and operation of the improvements.

**Section 5. Access to Construction; Approval of Work and Materials.** The Town may inspect the construction of the Utility Improvements from time to time to ensure compliance with the approved plans and specifications and shall retain the power of final approval of work and materials; In the course of its inspections the Town does not accept and shall not be assigned liability of any type or nature.

**Section 6. Testing During and After Construction.** The Developer must require its registered engineer to supervise construction of the Utility Improvements and to certify, under seal, to the Town Manager that the systems are installed in accordance with the approved design plans and specifications. The Developer shall conduct at no expense to the Town all tests required by the Town to verify the Utility Improvements are constructed in accordance with the approved engineering plans and specifications and all other Town requirements.

**Section 7. Conveyance of Easements and Improvements.** The Developer shall grant to the Town, at no expense to the Town, adequate transferable easements for

all Utility Improvements (for wastewater improvements, up to the Point of Connection) and related appurtenances as may be deemed necessary by the Town Manager and all in form and substance acceptable to the Town Attorney.

**Section 8. Evidence of Conveyance of Facilities.** The Developer must transfer to the Town title to the Utility Improvements to be constructed and installed pursuant to this Utility Service Agreement, effective without further action upon the completion and acceptance by the Town of the installation of those systems in a form and substance approved by the Town Attorney. As further evidence of the transfer of title required under this Utility Service Agreement, the Developer shall provide to the Town a copy of the recorded plat, a bill of sale or bills of sale for the facilities as approved by the Town Attorney, easement grants as approved by the Town Attorney, and other evidence of conveyance required by the Town Manager and as approved by the Town Attorney. Mortgagees, if any, holding prior liens on any part of the Property shall be required to release such liens, subordinate their positions, join in a conveyance, grant or dedication, or give to the Town assurance by way of a “non-disturbance agreement” in form and substance acceptable to the Town Attorney; that, in the event of foreclosure, the mortgagee will recognize the utility ownership and easement rights of the Town.

**Section 9. Additional Documents to be Provided Before Acceptance of Utility Improvements.** In addition to the documents of title otherwise set forth in this Utility Service Agreement, the Developer shall provide to the Town the following documents prior to acceptance of the Utility Improvements, all as approved by the Town Attorney:

- i. as-built drawings of Utility Improvements, (one hard copy signed and sealed, and one PDF) furnished one week prior to final inspection; a
- ii. certification by the Developer’s engineer’s certification of costs (schedule of values) for on-site and off-site construction;
- iii. letters of acceptance from the appropriate regulatory agency for the Utility Improvements;
- iv. certification by the design engineer that the Utility Improvements were constructed as designed; and
- v. related right-of-way use permits and other permits and licenses obtained from applicable government agencies.

All such documents must be under the seal of an engineer registered in Florida as required by the Town Manager.

**Section 10. Connections Subject to Rates and Fees.** All connections to the Town's water and wastewater utilities shall be subject to the continuing operating rules and regulations of the Town including, without limitation, the periodic payment of water and wastewater charges and fees, as provided in the Town's rate schedules, and payment of all deposits, meter charges and other fees, rates and charges, including development fees. The rates charged by the Town for water and wastewater service shall be in accordance with its rate schedules, which are subject to change from time-to-time.

**Section 11. The Developer to Obtain Permits.** The Developer shall obtain all governmental approvals, inspections, certificates, licenses and permits necessary for the design, routing, construction, connection and use of the Utility Improvements to be installed under this Utility Service Agreement. The Town shall render assistance to the Developer in obtaining these approvals, licenses and permits as would be consistent with customary practices of a utility provider.

**Section 12. Service of Other Properties.** The Town reserves the right to service other properties through the Utility Improvements conveyed by the Developer, and nothing in this Utility Service Agreement shall be deemed to prohibit or prevent the Town from extending its water or wastewater facilities to any other area. If the Town requests that the Developer increase the size or capacity of the Utility Improvements to be installed by Developer under the terms of this Agreement in order to serve other properties, the Town shall reimburse Developer the increased cost incurred resulting from the increase in capacity of such Utility Improvements.

**Section 14. Default by District or the Developer.** The Developer's failure to carry out any provision in this Utility Service Agreement shall relieve the Town of its obligation to provide water or wastewater service, or both, to the Property.

**Section 15. Application for Service to Consumer Installations.** Neither the Developer, nor any owner or occupant (consumer) of the property may connect a dwelling unit or other improvement to the Town's utilities until application has been made to the Town by an appropriate party and approval for such connection has been granted and all associated capital, connection or other associated fees and charges levied by the Town for such connection are paid. Connections shall occur only in a manner approved by the Town.

**Section 16. Inspection.** The Developer agrees that the Town may, at its option and without notice, inspect the Utility Improvements at all times whether before or after completion of construction and acceptance of same by the Town. The Town,



by inspecting or not inspecting to any extent whatsoever, does not assume responsibility for construction or installation of the Utility Improvements and shall in no way be deemed to waive any rights available to the Town for defaults on the part of the Developer, or to consent to any defects, omissions or failures in the design, construction and installation of the Utility Improvements.

**Section 17. Relocation of Utility Improvements.** Any relocation of Utility Improvements required for the Developer's convenience or necessity shall be accomplished at the Developer's expense provided such relocation can be accomplished without adverse impact on any other part of the Utility Improvements or other consumers.

**Section 18. Disputes.**

a. -In the event that the Town or the Developer bring an action to enforce this Utility Service Agreement by court proceedings or otherwise, the parties shall bear their own attorney fees at all levels.

b. In disputes involving compliance with this Agreement, each party shall have all equitable remedies allowed under Florida law, including (but not limited to) declaratory judgment and injunctive relief without necessity of showing irreparable harm. Neither party shall be liable to the other for, and each party releases the other from, liability attributable to or resulting in direct, indirect, incidental, special, consequential, and punitive damages arising out to the performance of or default under this Agreement, whether based on contract, tort (including negligence or strict liability), warranty, or any other legal theory.

c. The Developer shall defend, indemnify, and hold harmless the Town and its officers and employees from all liens, claims, demands, costs (including attorneys' fees and costs), expenses, damages, losses, and causes of action for damages ("Losses") because of injury to persons or damage to or loss of property arising from or related to the design, construction, or installation of the Utility Improvements under this Agreement or otherwise caused by the acts or omissions of the Developer or its officers, managers, employees, agents, contractors or subcontractors, vendors, suppliers or other person acting under its request, control, or direction, and from defect in the design or installation of the Utility Improvements under this Agreement, except to the extent such Losses are caused by the gross negligence or willful misconduct of the Town or its officers or employees.

d. This section will survive the expiration or earlier termination of this Agreement.

**Section 19. Interpretation.** The Developer and the Town agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under a particular heading may be considered to be equally applicable under another in the interpretation of this Utility Service Agreement.

**Section 20. Assignment.** This Utility Service Agreement shall run with the land may not be assigned by the Developer without the prior written consent of the Town, which shall not be unreasonably withheld provided the Developer's successor or assign expressly assumes the Developer's obligations hereunder by execution of an assignment of this Utility Service Agreement on a form acceptable to the Town Attorney.

**Section 21. Time of the Essence.** Time is hereby made of the essence of this Utility Service Agreement in all respects.

**Section 22. Entire Agreement and Incorporation by Reference.** This Utility Service Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement, with such writing approved by the Town Council. Documents for the implementation of this Utility Service Agreement, including all permits, engineering design and construction contracts, plans and specifications for the utility facilities as and when approved and filed with the Town are hereby incorporated herein by reference.

**Section 23. Binding Effect.** This Utility Service Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns (as permitted) of the parties hereto and shall constitute a covenant running with the Property.

**Section 24. Reimbursement of Town Expenses.** The parties expressly agree that this Agreement is entered into by the parties at the request and for the benefit of the Developer in the pursuit of its development business. The Town has incurred and will incur substantial expenses that, but for its accommodation of the Developer's business interests, the Town would not incur. To avoid those

expenses from being paid in effect by the general body of Town taxpayers, the Developer reimburse the Town for all its expenses incurred directly in the drafting, negotiation, and administration of this Agreement. The reimbursement shall be paid by the Developer no later than 30 days after its receipt of an invoice from the Town, showing reasonable itemization of the expenses incurred by the Town and receipts verifying the expenses.

***SIGNATURE PAGES FOLLOW***⤵

WHEREFORE, the parties set their hand and seal as of the dates shown below:

**READER & PARTNERS, LLC**

\_\_\_\_\_  
Print: Dean Barberree

Title: President

**ATTEST:**

\_\_\_\_\_  
Print: \_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_  
Print: \_\_\_\_\_

Witness: \_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF FLORIDA**        )

**COUNTY OF** \_\_\_\_\_ )

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of Reader & Partners, LLC, and they acknowledged executing the same freely and voluntarily and they are personally known to me or provided the following for identification \_\_\_\_\_. Sworn and subscribed before me, by said persons by means of { } physical presence or { } online notarization on the \_\_\_ day of \_\_\_\_\_, 2024, the said persons did take an oath and were first duly sworn by me, on oath, said persons, further, deposing and saying that they have read the foregoing and that the statements and allegations contained herein are true and correct.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_ day of \_\_\_\_\_, 2024.

(Affix Notary Seal)

\_\_\_\_\_  
Notary Public; State of Florida

Print Name: \_\_\_\_\_

**TOWN OF HOWEY-IN-THE-HILLS,  
FLORIDA**

by: its Town Council

by: \_\_\_\_\_  
Hon. Martha MacFarlane, Mayor

**ATTEST:**

\_\_\_\_\_  
John Brock, Town Clerk

**APPROVED AS TO FORM AND LEGALITY:**  
(for the use and reliance of the Town only)

\_\_\_\_\_  
Thomas J. Wilkes  
Town Attorney

**ACKNOWLEDGMENT**

**STATE OF FLORIDA     )**  
**COUNTY OF LAKE        )**

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Martha MacFarlane, as Mayor of the Town of Howey-in-the-Hills, Florida, and she acknowledged executing the same freely and voluntarily. She is personally known to me.

Sworn and subscribed before me, by said persons by means of { } physical presence or { } online notarization on the \_\_ day of \_\_\_\_\_, 2024, the said persons did take an oath and were first duly sworn by me, on oath, said persons, further, deposing and saying that they have read the foregoing and that the statements and allegations contained herein are true and correct.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_ day of \_\_\_\_\_, 2024.

(Affix Notary Seal)

\_\_\_\_\_  
Notary Public; State of Florida  
Print Name: \_\_\_\_\_

**EXHIBIT A:**

DESCRIPTION: (As per Title Commitment 11166639 issued by Fidelity National Title Insurance Company bearing an effective date of May 24, 2023 at 8:00 AM with Revision 1 dated June 6, 2023)

**PARCEL 1:**

GOVERNMENT LOTS 2, 4, 5, 6, 7, 8 AND 9, LYING NORTH OF HIGHWAY 48 AND THE WESTERLY OF HIGHWAY 19, ALL LYING IN SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS THE FOLLOWING DESCRIBED PARCEL OF LAND: BEGIN AT SOUTHEAST CORNER OF THE NORTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND RUN NORTH  $00^{\circ}04'21''$  EAST 1314.20 FEET, MORE OR LESS, TO THE SOUTHERLY WATERS EDGE OF LAKE HARRIS AND A POINT HEREBY DESIGNATED AS POINT "A"; RETURN TO THE POINT OF BEGINNING AND RUN SOUTH  $89^{\circ}35'28''$  WEST ALONG THE SOUTH LINE OF THE NORTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 23 A DISTANCE OF 1100.00 FEET; THENCE NORTH  $00^{\circ}27'54''$  EAST 1484.76 FEET, MORE OR LESS, TO THE SOUTHERLY WATERS EDGE OF LAKE HARRIS; THENCE EASTERLY ALONG SAID SOUTHERLY WATERS EDGE OF LAKE HARRIS TO POINT "A".

LESS any portion conveyed in those certain deeds recorded in Official Records Book 6019, Page 212 and Official Records Book 6068, Page 2222.

**LESS AND EXCEPT COMMERCIAL 1**

A PORTION OF GOVERNMENT LOTS 2, 8, AND 9 LYING WESTERLY OF HIGHWAY 19, ALL LYING IN SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE COMMENCE AT SOUTHWEST CORNER OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA AND PROCEED N  $00^{\circ}53'14''$  E, ALONG THE WEST BOUNDARY OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 23, A DISTANCE OF 1171.08 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 48 SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5679.58 FEET AND A CHORD BEARING AND DISTANCE OF S  $69^{\circ}35'43''$  E, A DISTANCE OF 1186.12 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AND SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1188.29 FEET;

THENCE S 75°35'20" E, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1460.31 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2341.83 FEET AND A CHORD BEARING AND DISTANCE OF S 72°35'58" E, A DISTANCE OF 223.25 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AND ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 223.33 FEET; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE, N 15°36'38" E, A DISTANCE OF 52.62 FEET; THENCE N 75°08'12" E, A DISTANCE OF 258.80 FEET TO THE POINT OF BEGINNING; THENCE N 15°36'16" E, A DISTANCE OF 306.32 FEET; THENCE N 60°15'03" E, A DISTANCE OF 218.37 FEET; THENCE N 46°59'01" E, A DISTANCE OF 705.92 FEET; THENCE S 43°00'59" E, A DISTANCE OF 404.25 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 100.00 FEET AND A CHORD BEARING AND DISTANCE OF S 27°52'48" E, A DISTANCE OF 52.22 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 52.84 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 120.00 FEET AND A CHORD BEARING AND DISTANCE OF S 27°52'48" E, A DISTANCE OF 62.67 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 63.40 FEET; THENCE S 43°00'59" E, A DISTANCE OF 125.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 19; THENCE S 46°59'01" W, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 650.20 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 19; THENCE S 75°06'54" W, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 210.88; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE, N 41°20'52" W, A DISTANCE OF 270.98 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 133.42 FEET AND A CHORD BEARING AND DISTANCE OF S 62°15'27" W, A DISTANCE OF 62.77 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 63.36 FEET; THENCE S 75°51'45" W, A DISTANCE OF 298.03 FEET; THENCE S 75°08'12" W, A DISTANCE OF 229.89 FEET; THENCE S 15°36'38" W, A DISTANCE OF 28.52 FEET TO A POINT ON THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 48 AND A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2341.83 FEET AND A CHORD BEARING AND DISTANCE OF N 69°15'12" W, A DISTANCE OF 50.20 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AND ALONG SAID

NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 50.20 FEET TO THE POINT OF BEGINNING.  
SAID PARCEL CONTAINING 630854 SQUARE FEET OR 14.48 ACRES MORE OR LESS.

LESS AND EXCEPT COMMERCIAL 2

A PORTION OF GOVERNMENT LOT 9 LYING WESTERLY OF HIGHWAY 19, ALL LYING IN SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE COMMENCE AT SOUTHWEST CORNER OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA AND PROCEED N 00°53'14" E, ALONG THE WEST BOUNDARY OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 23, A DISTANCE OF 1171.08 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 48 SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5679.58 FEET AND A CHORD BEARING AND DISTANCE OF S 69°35'43" E, A DISTANCE OF 1186.12 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AND SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1188.29 FEET; THENCE S 75°35'20" E, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1460.31 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2341.83 FEET AND A CHORD BEARING AND DISTANCE OF S 68°56'00" E, A DISTANCE OF 521.94 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AND ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 523.03 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 19; THENCE N 75°06'54" E, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 742.75 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 19; THENCE N 46°59'01" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1328.28 TO THE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE, N 89°48'40" W, A DISTANCE OF 738.20; THENCE S 46°59'01" W, A DISTANCE OF 50.00 FEET; THENCE S 43°00'59" E, A DISTANCE OF 269.48 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 100.00 FEET AND A CHORD BEARING AND DISTANCE OF S 58°09'10" E, A DISTANCE OF 52.22 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 52.84 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY



HAVING A RADIUS OF 120.00 FEET AND A CHORD BEARING AND DISTANCE OF S 58°09'10" E, A DISTANCE OF 62.67 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 63.40 FEET; THENCE S 43°00'59" E, A DISTANCE OF 125.00 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY OF STATE ROAD 19; THENCE N 46°59'01" E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 558.08 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 155,772 SQUARE FEET OR 3.58 ACRES MORE OR LESS.

LESS AND EXCEPT ACCESS EASEMENT

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 SECTION 23-20-25; THENCE SOUTH 00°28'42" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 25, A DISTANCE OF 765.11 FEET TO THE NORTHERLY RIGHT OF WAY OF STATE ROAD 19; THENCE SOUTH 46°59'01" WEST ALONG THE NORTHERLY RIGHT OF WAY, A DISTANCE OF 1,350.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 46°59'01" WEST, A DISTANCE OF 120.00 FEET; THENCE NORTH 43°00'59" WEST, A DISTANCE OF 125.00 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 120.00 FEET AND A CHORD WHICH BEARS NORTH 27°52'48" WEST, A DISTANCE 62.67 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 63.40 FEET; TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 100.00 FEET AND A CHORD WHICH BEARS NORTH 27°52'48" WEST, AND A DISTANCE OF 52.22 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 52.84 FEET; THENCE NORTH 43°00'59" WEST, A DISTANCE OF 404.25 FEET; THENCE NORTH 46°59'01" EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 43°00'59" EAST, A DISTANCE OF 404.25 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET AND A CHORD WHICH BEARS SOUTH 58°09'10" EAST, A DISTANCE 52.22 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 52.84 FEET; TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 120.00 FEET AND A CHORD WHICH BEARS SOUTH 58°09'10" EAST, AND A DISTANCE OF 62.67 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 63.40 FEET; THENCE SOUTH 43°00'59" EAST, A DISTANCE OF 125.00 FEET; TO THE POINT OF BEGINNING. CONTAINING 49,343.34 SQUARE FEET OR 1.13 ACRES, MORE OR LESS.

PARCEL 2:

BEGIN AT THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN SOUTH 89°09'42" WEST ALONG THE NORTH LINE OF THE SOUTHEAST ¼ A DISTANCE OF 330 FEET; THENCE SOUTH 81°15'42" WEST TO THE EAST LINE OF TRACT "I", OF DRAKE POINT PARK REPLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 10, PAGE 63, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE CONTINUE SOUTH 81°15'42" WEST TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 48; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 48 TO THE EAST LINE OF THE SOUTHEAST ¼ OF SECTION 22; THENCE NORTH ALONG THE EAST LINE OF THE SOUTHEAST ¼ TO THE POINT OF BEGINNING.

PARCEL 3:

FROM THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN SOUTH 89°09'42" WEST ALONG THE SOUTH LINE OF THE NORTHEAST ¼ A DISTANCE OF 330 FEET; THENCE NORTH 00°15'45" WEST 210 FEET; THENCE NORTH 38°44'24" EAST 583.17 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 89°10'02" EAST 1177 FEET TO THE WATERS OF LAKE HARRIS; THENCE SOUTHEASTERLY ALONG SAID WATERS OF LAKE HARRIS TO A POINT ON THE EAST LINE OF THE NORTHWEST ¼ OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST ¼ TO THE SOUTHEAST CORNER OF THE NORTHWEST ¼ OF SECTION 23; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHWEST ¼ TO THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF SECTION 23, SAID POINT HEREBY DESIGNATED AS POINT "A", RETURN TO THE POINT OF BEGINNING AND RUN SOUTH 38°44'24" WEST TO A POINT ON THE WEST LINE OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE SOUTH ALONG THE WEST LINE OF THE NORTHWEST ¼ TO POINT "A". LESS AND EXCEPT THAT PORTION DESCRIBED IN THAT CERTAIN CORRECTIVE WARRANTY DEED RECORDED IN BOOK 4103, PAGE 313, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 4:

THAT PART OF THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT A CONCRETE MONUMENT (NO NUMBER) AT THE SOUTHEAST CORNER OF THE N.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, AND RUN N.00°04'21"E ALONG THE EAST LINE OF THE N.W. 1/4 OF THE S.E. 1/4 A DISTANCE OF 1202.20 FEET TO AN IRON PIN LABELED L.B. 707; THENCE CONTINUE N.00°04'21"E ALONG THE EAST LINE OF THE N.W. 1/4 OF THE S.E. 1/4 A DISTANCE OF 112 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY WATERS EDGE OF LAKE HARRIS AND A POINT HEREBY DESIGNATED AS POINT "A", RETURN TO THE POINT OF BEGINNING AND RUN S.89°35'28"W. ALONG THE SOUTH LINE OF THE N.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 23 A DISTANCE OF 1100.00 FEET TO AN IRON PIN LABELED L.B. 707; THENCE N.00°27'54"E. 1451.76 FEET TO AN IRON ROD PIN LABELED L.B. 707; THENCE CONTINUE N00°27'54"E, 33 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY WATERS EDGE OF LAKE HARRIS; THENCE EASTERLY ALONG AND WITH SAID SOUTHERLY WATERS EDGE OF LAKE HARRIS TO INTERSECT THE AFOREMENTIONED POINT "A".

SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS LYING OVER, UPON AND THROUGH THE FOLLOWING DESCRIBED PARCEL OF LAND; THE NORTH 50 FEET OF THE S.E. 1/4 OF THE S.E. 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA LYING WEST OF THE NORTHWESTERLY RIGHT-OFWAY LINE OF STATE HIGHWAY NO. 19, AND AN EASEMENT FOR INGRESS AND EGRESS LYING OVER, UPON AND THROUGH THE FOLLOWING DESCRIBED PARCEL OF LAND: BEGIN AT THE SOUTHEAST CORNER OF THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA AND RUN S.00°04'21"W, ALONG THE EAST LINE OF THE N.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 23 A DISTANCE OF 50.00 FEET TO A POINT AT THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 100.00 FEET AND A RADIAL BEARING OF S.00°02'52"W.; THENCE WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°35'47" AN ARC LENGTH OF 49.91 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°35'47" AN ARC LENGTH OF 49.91 FEET TO THE END OF SAID CURVE;

THENCE S.89°35'28" W., PARALLEL WITH THE SOUTH LINE OF THE N.W. 1/4 OF THE S.E. 1/4 OF THE AFOREMENTIONED SECTION 23 A DISTANCE OF 1029.81 FEET; THENCE N.00°27'54"E., 1510 FEET, MORE OR LESS TO A POINT ON THE SOUTHERLY WATERS EDGE OF LAKE HARRIS AND A POINT HEREBY DESIGNATED AS POINT "A"; RETURN TO THE POINT OF BEGINNING AND RUN N.00°04'21"E LONG THE EAST LINE OF THE N.W. 1/4 OF THE S.E. 1/4 OF THE AFOREMENTIONED SECTION 23 A DISTANCE OF 25.00 FEET; THENCE S.89°35'28"W., PARALLEL WITH THE SOUTH LINE OF THE N.W. 1/4 OF THE S.E. 1/4 A DISTANCE OF 1074.82 FEET; THENCE N.00°27'54"E., 1459 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY WATERS EDGE OF LAKE HARRIS; THENCE WESTERLY ALONG AND WITH SAID SOUTHERLY WATERS EDGE OF LAKE HARRIS TO INTERSECT THE AFOREMENTIONED POINT "A".

PARCEL 5:

BEGIN AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN SOUTH 89°09'42" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 330 FEET; THENCE NORTH 00°15'45" WEST, 210 FEET; THENCE NORTH 38°44'24" EAST TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 22; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHEAST 1/4 TO THE POINT OF BEGINNING. LESS AND EXCEPT THAT PORTION DESCRIBED IN THAT CERTAIN CORRECTIVE WARRANTY DEED RECORDED IN BOOK 4103, PAGE 313, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 6:

THAT PART OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCE AT A CONCRETE MONUMENT (NO NUMBER) AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, RUN S.89°52'11" W. ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 22, A DISTANCE OF 330.00 FEET TO AN IRON PIPE LABELED LB707; THENCE N.00°09'33"E., 210.05 FEET TO A CONCRETE MONUMENT LABELED LS1916; THENCE N.39°31'51" E., 583.79 FEET TO AN IRON PIN LABELED LB7514; THENCE N.89°52'31"E., 468.45 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT OF BEGINNING RUN N.70°57'18"E., 519

FEET MORE OR LESS TO A POINT ON THE SOUTHWESTERLY WATERS  
EDGE OF LAKE HARRIS AND A POINT HEREBY DESIGNATED AS POINT  
"A", RETURN TO THE POINT OF BEGINNING AND RUN N.89°52'31"E.,  
708.81 FEET TO AN IRON PIN LABELED LB7514; THENCE CONTINUE  
N.89°52'31"E., 30 FEET MORE OR LESS TO A POINT ON THE  
SOUTHWESTERLY WATERS EDGE OF LAKE HARRIS; THENCE  
NORTHWESTERLY ALONG AND WITH SAID SOUTHWESTERLY  
WATERS EDGE OF LAKE HARRIS TO INTERSECT THE  
AFOREMENTIONED POINT "A".

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