

**WHISPERING HEIGHTS
UTILITY SERVICE AGREEMENT**

**Town of Howey-in-the-Hills, Florida
and
Red Jacket Development Group, LLC.**

THIS UTILITY SERVICE AGREEMENT (“Agreement”) is entered into as of the _____ day of _____, 2025, between the **TOWN OF HOWEY-IN-THE-HILLS, FLORIDA**, a Florida municipal corporation, whose address is 101 N. Palm Avenue, P.O. Box 128, Howey-in-the-Hills, Florida 34737 (“**Town**”), and **RED JACKET DEVELOPMENT GROUP, LLC**, a Delaware limited liability company, whose address is 625 Waltham Avenue, Orlando, Florida 32809, as Trustee of the Whispering Hills Unified Land Trust dated 3/1/2012 (“**Landowner**”).

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

WHEREAS, the utility services will be provided hereunder for the Whispering Heights project, which includes the development of 156 equivalent residential units and associated amenities (the “**Project**”); and

WHEREAS, Landowner 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 Landowner find this 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 Landowner agree:

Section 1. Town to Provide Potable-Water and “Retail” Wastewater Service; Reservation of Utility Capacities.

a. **Town to Be Exclusive Provider.** Upon the terms and conditions in this 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.

b. **Reservation of Capacities.** As between the Town and the Landowner, the Landowner is entitled to reserve potable water capacity and retail wastewater utility service for up to 156 single-family dwelling units or “Equivalent Residential Units” (“ERU’s”). The Landowner’s right to ERU’s of utility capacity will vest only upon:

1. The Landowner’s completion of the Utility Improvements as provided in Section 2; and
2. Payment in full of the Town’s one-time initial capital and connection charges for each unit for its potable water system; and
3. Evidence of wastewater utility treatment capacity reservation as described in Section 1.c. below; and
4. Payment in full of the Town’s one-time initial capital and connection charges, if then instituted by the Town, for each unit for its wastewater system.

Upon completion of the Utility Improvements and payment to the Town of all initial potable water capital and connection charges and, if instituted, wastewater system capital and connection charges, the Town must set aside and deem reserved for the Landowner the potable-water and retail wastewater system capacities for which such payment was made. Vesting of the Landowner’s right to capacity will occur only upon the Town’s acceptance of the Utility Improvements and Landowner’s payment in full of the capital and connection charges for each equivalent residential unit. The Landowner 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 and wastewater capacity will vest only for the number of equivalent residential units for which full payment of the capital and connection charges are received by the Town. If between the time of such payment and the application by the Landowner for a building permit for a dwelling unit or accessory use the Town increases the amount of its one-time capital and/or connection charges, whether for the Town’s potable-water system or for the Town’s wastewater system, the Town may require, as a condition to the issuance of the building permit, payment of the amount of the increase. Finally, the potable-water capacity and the retail wastewater-service capacity reserved under this Agreement is reserved for use only in the Project and only on the Property.

c. **Requirements of the Wastewater Treatment Agreement.** The Landowner acknowledges that the Town will treat and dispose of wastewater generated on the Property through the Town’s Amended and Restated Wholesale Wastewater Treatment Agreement with the Central Lake Community Development District (“CDD”) dated as of February 1, 2025 (“**Treatment Agreement**”), a copy of which has been provided to the Landowner. The contract right of the Town to transmit wastewater from the Property to the treatment and disposal facilities of the CDD is subject under the Treatment Agreement to certain requirements and obligations that must be fulfilled by the Landowner, as follows:

1. Under subsection 3.4 of the Treatment Agreement the Landowner must become a “Certified Customer” of the CDD by securing from the CDD a Certificate of Wastewater Treatment Availability, which will assure the Town that (i) as required by Section 163.3180, Florida Statutes, wastewater-treatment and -disposal service will be available concurrent with the

development of the Property and (ii) the Landowner has paid to the CDD the contribution in aid of construction (“CIAC”) required under subsection 3.4 of the Treatment Agreement.

2. The Landowner must make its request to become a Certified Customer directly to the CDD and must supply all information in such a form as the CDD reasonably requires at the following addresses:

Mr. Bud Beucher, Chair
Central Lake Community Development District
219 East Livingston Street
Orlando, Florida 32801

with a copy to: George S. Flint
District Manager
Central Lake Community Development District
219 East Livingston Street
Orlando, Florida 32801

and to: Kevin Stone
District General Counsel
Stone & Gerken, P.A.
4850 N. Hwy 19A
Mount Dora, Florida 32757

3. Upon the receipt of the Landowner’s request or requests for a Certificate of Wastewater Treatment Availability, the CDD will determine the number of ERUs attributable to the Landowner’s proposed construction on the Property, will calculate the CIAC at the then-prevailing rate, and will notify the Landowner of the foregoing.

4. The CDD will provide to the Town the required system pressures and elevations to connect the Property to the CDD’s treatment facilities, along with any other applicable technical requirements for the connection. The Town will review the proposed Point of Connection (as defined in the Treatment Agreement) and the CDD’s technical requirements. Should connection and service to the Property necessitate the CDD relocating or increasing the size of its wastewater main from the Point of Connection to the CDD’s treatment and disposal facilities, the CDD will be obligated under the Treatment Agreement to undertake and complete the upsizing or relocation only if the Landowner pays or otherwise makes arrangement, in a manner acceptable to the CDD, for payment of all costs of such upsizing or relocation.

5. Upon receipt of the CIAC and an executed capacity reservation agreement between the Landowner and the CDD, including a commitment to provide for the cost of a relocation or upsizing of facilities, if required, all as contemplated in paragraph 4, above, the CDD will issue the Certificate of Wastewater Treatment Availability.

6. The Landowner acknowledges that under the Treatment Agreement a new certificate may be required if and when a new development is approved for the Property that may

change materially the use or intensity of use of the Property. In such event additional ERUs may be assigned by the CDD to the Property, requiring the payment of additional CIACs.

7. Upon the Landowner's payment of the CIAC, the Owner will have a vested right to reserved and encumbered treatment and disposal capacity in the CDD's wastewater system and shall be treated as a Certified Customer for a period of three years. Under subsection 3.4 of the Treatment Agreement, if the Landowner has not connected to the Town's wastewater collection facilities within three years from the date of the issuance of the Certificate of Wastewater Treatment Availability, the CDD shall have the right, but not the obligation, at any time thereafter to repurchase the reserved and unencumbered capacity by providing written notice to the Landowner and repaying the CIAC to the Landowner without interest. If the Landowner has failed to make a payment due to the CDD under the Treatment Agreement or under its capacity reservation agreement with the CDD, or otherwise in connection with this Agreement, such amount will be deducted by the CDD from the repurchase price together with the maximum rate of interest allowed by law, accruing from the date that such payment was due. Upon the CDD's repayment of the CIAC, the capacity shall become available for allocation and will be allocated by the Town to other users, the Landowner shall no longer be a Certified Customer, and the Town's grant of any future development approval for the Property shall again be conditioned upon the issuance of a Certificate of Wastewater Treatment Availability. If the Landowner later desires the issuance of a Certificate of Wastewater Treatment Availability and capacity is available, it will be required to pay the CIAC at the then-prevailing rate calculated with respect to the new request.

8. If a part of this Agreement is found to be inconsistent with a part of the Treatment Agreement, the latter shall prevail. If the Treatment Agreement imposes a requirement on the Town the effect of which is to preserve, continue, or otherwise benefit substantially the Landowner's right to treatment or disposal of wastewater generated from the Property, or if the requirement is one the parties would reasonably view as a requirement that should "flow down," or is contemplated under the Treatment Agreement to "flow down," to the land developer or end user of the Property or a part of the Property, then the requirement in the Treatment Agreement will be deemed under this Agreement to be a requirement imposed on the Landowner or the Landowner's successor(s), not on the Town.

Section 2. Service Conditioned on Construction and Acceptance of Systems. The Landowner's right to connect the Property to the Town's water and wastewater utilities is conditioned on the Landowner:

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. Since the Final Construction Plans ("FCP") have been approved, at the Landowner's discretion, the Landowner will consider accommodating reasonable upsize requests by the Town of the Utility Improvements to accommodate the proximate parcels within the Town. Accommodations of such requests will not be unreasonably withheld. If the Town

desires such upsize, the Town shall fund the incremental increase in the cost of the upsizing;

3. Installing and constructing the Utility Improvements in accordance with the FCP, as provisionally approved by the Town Council on December 9, 2024, with amended plans meeting the Town Council's conditions and specifications to be approved by the Town in the future;
4. Installing and constructing all such Utility Improvements (excluding upsizing) at no cost to the Town;
5. Conveying all such Utility Improvements to the Town by written instrument(s) in form and substance acceptable to the Town Manager; and
6. 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 Utility Improvements, the Landowner shall notify in writing the Town Manager of such completion and the Town shall not unreasonably withhold acceptance of the Utility Improvements. Upon the Town's acceptance of the Utility Improvements:

- a) all warranties and guarantees from contractors and suppliers shall be assigned and delivered by the Landowner to the Town; and
- b) All construction guarantees from the Landowner 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:

1. For wastewater, via force main from the Project entrance on Buckhill Road to South Lakeshore Boulevard, then to the point of connection at the existing lift station on the Lake Hills Elementary School campus; and
2. For potable water, from the Project entrance on Buckhill Road to the point(s) of connection located at the intersection of Buckhill Road and South Lakeshore Blvd and farther west on East Revels Road.

Section 3. Installation of Improvements. The Landowner has designed, and will 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 CDD's wastewater treatment plant.

The Town has reviewed, approved and will permit, as appropriate, the Utility Improvements necessary for the Landowner to connect the Property to the Town's potable water and wastewater utility, in a manner consistent with the Town's land-development and utility regulations, standards, customs and practices. 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 Landowner off the Landowner's Property (off-site improvements) include (but may not be limited to) the construction, for potable water, of a new water line along Buckhill Road necessary for the connection of the Property to the existing water line on South Lakeshore Drive and the wastewater improvements, including a force-main from the Property along Buckhill Road, South Lakeshore Drive and to the point of connection located on the Lake Hills Elementary School campus for wastewater.

All onsite Utility Improvements 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. Upon acceptance of those improvements by the Town and the CDD, as applicable, the Town shall serve as the retail provider of wastewater utilities to the Property according to the terms of this Agreement and of the Treatment Agreement.

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 have been approved by the Town. The Landowner 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 Landowner must require its registered engineer to supervise all construction and installation of the Utility Improvements and to certify, under seal, to the Town Manager that the systems are constructed and installed in accordance with the approved design plans and specifications. The Landowner 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 Landowner shall grant to the Town, at no expense to the Town, adequate transferable easements for all Utility Improvements 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 Landowner must transfer to the Town title to the Utility Improvements to be constructed and installed pursuant to this 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 Agreement, the Landowner 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 Agreement, the Landowner 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;
- ii. certification by the Landowner’s engineer 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 in the FCP; and
- v. related right-of-way use permits and other permits and licenses required to be obtained from applicable government agencies.

All as-built drawings 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 Landowner to Obtain Permits. The Landowner 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 Agreement. The Town shall render timely assistance to the Landowner 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 Landowner, and nothing in this 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 Landowner increase the size or capacity of the Utility Improvements to be installed by Landowner under the terms of this Agreement in order to serve other properties, the Town shall reimburse Landowner the increased cost incurred resulting from the increase in capacity of such Utility Improvements.

Section 14. Default by District or the Landowner. The Landowner's failure to carry out any provision in this Agreement shall relieve the Town of its obligation to provide water or wastewater service, or both, to the Property. The Town is not liable to the Landowner or its successors for default by the CDD under the Treatment Agreement.

Section 15. Application for Service to Consumer Installations. Neither the Landowner, 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 or the CDD, as the case may be, for such connection are paid. Connections shall occur only in a manner approved by the Town.

Section 16. Inspection. The Landowner 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 Landowner, 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 Landowner's convenience or necessity shall be accomplished at the Landowner'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 Landowner bring an action to enforce this 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 of 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 Landowner 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 Landowner 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 Landowner 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 Agreement.

Section 20. Ownership of the Property; Binding Effect; Assignment; Effective Date. The Landowner represents and warrants to the Town that, as of the date this Agreement takes effect, the Landowner holds fee simple title to the Property. This 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. The Landowner may assign its rights and obligations under this Agreement as part of a sale of the Property or a portion thereof. The assignment must be provided to the Town Attorney within fifteen (15) days prior to the closing on the Property, or any portion thereof. The Landowner's successor or assign must expressly assume the Landowner's obligations hereunder by execution of an assignment of this Agreement in form and substance reasonably acceptable to the Town Attorney. Finally, this Agreement takes effect as of the date first written above.

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

Section 22. Entire Agreement and Incorporation by Reference. This 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 Howey-in-the-Hills Town Council. Documents for the implementation of this 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. Reserved.

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 Landowner in the pursuit of its development business. The Town has incurred and will incur substantial expenses that, but for its accommodation of the Landowner'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 Landowner agrees to 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 Landowner 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:

RED JACKET DEVELOPMENT GROUP, LLC
as Trustee of the Whispering Hills Unified Land
Trust dated 3/1/2012


Print: Clay Frankel
Title: Manager

ATTEST:


Name: Sophia Weng
Address: 625 Waltham Ave

Orlando FL 32809
Name: Elena Wagner
Address: 625 Waltham Ave
Orlando, FL 32809

ACKNOWLEDGMENT

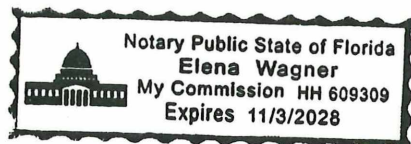
STATE OF FLORIDA)


COUNTY OF Orange)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Clay Frankel as Manager of Red Jacket Development Group, LLC, a Delaware limited liability company, on behalf of the company 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 7 day of April, 2025, 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 7 day of April, 2025.

(Affix Notary Seal)




Notary Public, State of Florida
Print Name: Elena Wagner

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

by: its Town Council

by: _____
Hon. Graham Wells, 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 Graham Wells, as Mayor of the Town of Howey-in-the-Hills, Florida, and he acknowledged executing the same freely and voluntarily. He 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 _____, 2025, 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 _____, 2025.

(Affix Notary Seal)

Notary Public; State of Florida
Print Name: _____

EXHIBIT A
LEGAL DESCRIPTION

A portion of Government Lots 5 and 6, in Section 36, Township 20 South, Range 25 East, Lake County, Florida, more particularly described as follows: Commence at the Southwest corner of the Southeast ¼ of Section 36, Township 20 South, Range 25 East, Lake County, Florida; thence coincident with the South Boundary of said Southeast ¼, S 89°50'08" E a distance of 32.76 feet to a point on the East Right-of-way Boundary of Buckhill Road per OSPREY HEIGHTS-PHASE 1A, as recorded in Plat Book 33, Page 66 of the public records of Lake County, Florida, said point being the POINT OF BEGINNING; thence departing said South Boundary, coincident with said East Right-of-way Boundary and the Northerly extension thereof, N 00°36'32" E a distance of 2184.33 feet; thence N 47°09'43" E a distance of 28.30 feet; thence N 31°02'11" E a distance of 24.81 feet; thence N 86°55'48" E a distance of 40.31 feet; thence N 55°05'08" E a distance of 38.19 feet; thence S 71°01'20" E a distance of 52.29 feet; thence N 64°09'46" E a distance of 61.62 feet; thence S 79°41'54" E a distance of 70.94 feet; thence N 60°39'33" E a distance of 110.96 feet; thence N 36°52'01" E a distance of 91.94 feet; thence N 13°52'52" W a distance of 29.71 feet; thence N 14°17'52" W a distance of 61.64 feet; thence N 06°23'22" E a distance of 30.93 feet; thence N 16°45'59" E a distance of 28.88 feet; thence S 86°22'27" E a distance of 91.79 feet; thence N 45°57'51" E a distance of 66.74 feet; thence S 55°54'12" E a distance of 29.18 feet; thence S 70°43'29" E a distance of 52.36 feet; thence N 89°10'11" E a distance of 183.00 feet; thence N 82°49'33" E a distance of 87.24 feet; thence N 69°29'41" E a distance of 52.88 feet; thence S 00°53'22" W a distance of 108.93 feet to a point coincident with a non-tangent curve concave to the Southwest, said curve having a radius of 46.00 feet, a delta angle of 38°39'48" and being subtended by a chord bearing S 56°23'48" E for a distance of 30.46 feet; thence coincident with the arc of said curve a distance of 31.04 feet; thence S 70°02'13" E a distance of 36.99 feet; thence N 66°26'02" E a distance of 104.12 feet; thence N 16°19'52" E a distance of 108.8 feet, more or less, to the waters edge of Little Lake Harris; thence Southerly coincident with the waters edge of Little Lake Harris to the Northeast corner of the lands described in Official Records Book 1775, Page 275 of the Public Records of Lake County, Florida; thence departing said waters edge, coincident with the North Boundary of said lands for the following five (5) courses: 1.) N 84°17'12" W a distance of 269.90 feet; 2.) thence N 88°21'36" W a distance of 293.43 feet; 3.) thence S 89°30'46" W a distance of 224.96 feet; 4.) thence S 84°47'04" W a distance of 179.68 feet; 5.) thence N 89°13'45" W a distance of 421.93 feet to a point on the West Boundary of said lands; thence departing said North Boundary, coincident with said West Boundary, S 09°31'29" W a distance of 636.42 feet to a point on the aforementioned South Boundary of the Southeast 1/4 of said Section 36; thence coincident with said South Boundary, N 89°51'03" W a distance of 112.96 feet to the POINT OF BEGINNING.

Containing an area of 2,651,920.89 square feet, 60.880 acres more or less.