CITY COMMISSION - CITY OF WILDWOOD

Mayor/Commissioner – Ed Wolf – Seat 1

Mayor Pro Tem/Commissioner – Pamala Harrison-Bivins – Seat 2

Joe Elliott – Seat 3

Marcos Flores – Seat 4

Julian Green – Seat 5

Jason McHugh – City Manager

Agenda

Regular Meeting

June 27, 2022 7:00 PM

City Hall Commission Chamber

100 N Main Street

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Department, ADA Coordinator, at 352-330-1330, Ext. 102, forty-eight (48) hours in advance of the meeting.

F.S.S. 286.0105A - If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City of Wildwood DOES NOT provide this verbatim record.

---

1. Call to Order

2. Consent Agenda/Informational Items

(A consent agenda may be presented by the Mayor at the beginning of a meeting. Items may be removed from the consent agenda on the request of any one Commissioner. Items not removed may be adopted by general consent without debate. Removed items may be either taken up immediately after the consent agenda or placed later on the agenda at the discretion of the Commission.)

A. *EXPENDITURE REPORT*

B. *BUDGETED FINANCIAL ITEMS*

1. *MIMECAST RENEWAL 2022*

2. *WASTEWATER TREATMENT PLANT REJECT POND CLEANING FOR $20,000.00*

3. *PURCHASE 30 MANHOLE RINGS AND COVERS FOR $15,000.00*

3. <u>Presentations and/or Proclamations</u>

A. *PROCLAIM THE MONTH OF JULY 2022 AS PARKS AND RECREATION MONTH*

4. <u>Public Hearings - Timed</u>

A. ***ORDINANCE NO. O2022-36 -*** *AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 5 ACRES LOCATED ON E SR 44 APPROXIMATELY 0.8 MILES EAST OF S. BUENA VISTA BLVD., IN SECTION 15, TOWNSHIP 19 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF WILDWOOD AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.*

AN 2204-002 Hydrologic Wildwood

G15-012
Annexation of one (1) parcel contiguous to the city limits and in the Joint Planning Area with Sumter County totaling 5 acres MOL.
Staff recommends approval.

B. ***ORDINANCE NO. O2022-37 -*** *AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 7.2 ACRES LOCATED ON C 462, APPROXIMATELY 0.7 MILES EAST OF N US 301, IN SECTION 32, TOWNSHIP 18 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF WILDWOOD AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.*

AN 2205-003 Encounter Expansion

PARCELS D32A003, D32-158 & D32-057
Annexation of three (3) parcels in the Joint Planning Area with Sumter County totaling 7.2 acres MOL.

Staff recommends approval of Ordinance O2022-37.

C. ***ORDINANCE NO. O2022-42 -*** *AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 20 ACRES LOCATED ON CLAY DRAIN ROAD, APPROXIMATELY 0.5 MILES EAST OF N US 301, IN SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF WILDWOOD AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.*

AN 2205-001 TSG Development - Clay Drain

PARCEL G17-014
Annexation of one (1) parcel in the Joint Planning Area with Sumter County totaling 20 acres MOL.
Staff recommends approval of Ordinance O2022-42.

D. ***ORDINANCE NO. O2022-39 -*** *AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROPOSING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT TO THE ADOPTED COMPREHENSIVE PLAN AND FUTURE LAND USE MAP IN ACCORDANCE WITH THE COMMUNITY PLANNING ACT OF 2011, AS AMENDED; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.*

CP 2112-001 Bellweather Multifamily

Parcels D08F005 & D08F003
The applicant seeks approval from the City Commission for a Small Scale Comprehensive Plan Amendment to change the Future Land Use designation from Low Density Residential (LDR) and Medium Density Residential (MDR) to Medium High Density Residential (MHDR) on 42.74 acres.
Special Magistrate recommends approval.

E. ***ORDINANCE NO. O2022-41 -*** *AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; PROPOSING A ZONING MAP AMENDMENT TO THE OFFICIAL ZONING MAP IN ACCORDANCE WITH SECTIONS 3.2 AND 3.3 OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.*

RZ 2112-001 Bellweather Multifamily

Parcels D08F005 & D08F003
The applicant seeks approval from the City Commission for a zoning map amendment to change the zoning district from R-1 & R-3 to R-4 for parcels D08F005 & D08F003. This rezoning request is in relation to a concurrent Small Scale Comprehensive Plan amendment (Case CP 2112-001, Ordinance O2022-39).
Special Magistrate recommends approval.

F. ***ORDINANCE NO. O2022-38 -*** *AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROPOSING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT TO THE ADOPTED COMPREHENSIVE PLAN AND FUTURE LAND USE MAP IN ACCORDANCE WITH THE COMMUNITY PLANNING ACT OF 2011, AS AMENDED; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.*

CP 2203-004 WoodSpring Suites Oxford

Parcels D17-060 & D17-136
The applicant seeks approval from the City Commission for a Small Scale Comprehensive Plan Amendment to change the Future Land Use designation from Commercial (Sumter County) to General Commercial (City) on 2.69 acres.
Special Magistrate recommends approval.

G. ***ORDINANCE NO. O2022-40 -*** *AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; PROPOSING A ZONING MAP AMENDMENT TO THE OFFICIAL ZONING MAP IN ACCORDANCE WITH SECTIONS 3.2 AND 3.3 OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.*

RZ 2203-004 WoodSpring Suites Oxford

Parcels D17-060 & D17-136
The applicant seeks approval from the City Commission for a Zoning Map Amendment to change the zoning district from Commercial Light (Sumter County) to C-3 (City) for parcels D17-060 & D17-136. This rezoning request is in relation to a concurrent Small Scale Comprehensive Plan amendment (Case CP 2203-004, Ordinance O2022-38).
Special Magistrate recommends approval.

H. ***ORDINANCE NO. O2022-43 -*** *AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA; AMENDING AND RESTATING ORDINANCE NO. O2017-23, ORDINANCE NO. O2019-55 AND ORDINANCE O2020-14; PROVIDING A SHORT TITLE; PROVIDING FINDINGS AND INTENT; GRANTING CERTAIN NON-EXCLUSIVE FRANCHISES TO SOUTH SUMTER*

UTILITY COMPANY, LLC, SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, SOUTH SUMTER ELECTRIC COMPANY, LLC, SOUTH SUMTER GAS COMPANY, LLC, MIDDLETON UTILITY COMPANY, LLC, MIDDLETON WATER CONSERVATION AUTHORITY, LLC, GIBSON PLACE UTILITY COMPANY, LLC, AND GIBSON PLACE WATER CONSERVATION AUTHORITY, LLC, THEIR SUCCESSORS AND ASSIGNS (EACH A FRANCHISEE, AND SOMETIMES COLLECTIVELY REFERRED TO HEREIN AS THE "FRANCHISEES"); A FRANCHISE FOR A PERIOD OF THIRTY (30) YEARS FROM THE ADOPTION OF THIS ORDINANCE TO CONSTRUCT, OWN, OPERATE AND MAINTAIN CERTAIN SERVICES AND FACILITIES TO SERVE AREAS WITHIN AND ADJACENT TO THE VILLAGES AGE RESTRICTED DEVELOPMENT; SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISES SHALL OPERATE; AMENDING THE FRANCHISE TERRITORY; AMENDING NOTICE PROVISIONS; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Second Amended and Restated Villages ARD Franchisees Ordinance

Staff recommends approval.

5. <u>Public Forum - 4 minute time limit</u>

6. <u>Ordinances First Reading Only (No Vote)</u>

7. <u>Resolutions for Approval</u>

A. *MORATORIUM OUTPATIENT TREATMENT*

8. <u>Financial & Contracts & Agreements</u>

A. *THE VILLAGES OF SOUTHERN OAKS 163 AGREEMENT 9TH AMENDMENT - AREAS A, B &C*

B. *SUMTER HORIZON LLC / FREEDOM PLAZA - MODIFICATION OF DEVELOPER'S AGREEMENT*

C. *WILDWOOD VILLAGES APARTMENTS - PIONEERING AGREEMENT*

D. *PAY APPLICATION NO. 1 FOR DOWNTOWN MUNICIPAL PARKING LOT IN THE AMOUNT OF $64,536.30*

E. *OWNER DIRECT PURCHASE CONTROL PANEL & EQUIPMENT FOR ASHLEY WTP WELL 2 FOR $65,680.00*

F. *SANITARY GRAVITY SEWER PIPE LINING FOR JACKSON STREET FOR $204,898.00*

G. *CITY HALL HVAC RENOVATION PAY APP #3 IN THE AMOUNT OF*

$150,602.15

H. *CITY HALL HVAC RENOVATION PAY APP #4 IN THE AMOUNT OF $58,274.10*

9. General Items for Consideration/Discussion and Other Business

A. *CODE ENFORCEMENT - REQUEST FOR LIEN RELEASE - 401 MARTIN LUTHER KING JR., AVENUE*

B. *USE OF FOURTH STREET OUTREACH CENTER*

10. Appointments

11. City Manager Reports

A. *CONSTRUCTION PROJECTS UPDATE*

12. Other Department Reports

A. *UTILITY DEPARTMENT QUARTERLY REPORT JANUARY-MARCH 2022*

13. Commission Members Reports

14. City Attorney Reports

15. Adjournment

Upcoming Events

July 3, 2022 - Happy Birthday America at Millennium Park from 5-10pm

July 4, 2022 - Independence Day - City Hall Closed

July 11, 2022 - City Commission Meeting at 9am

June 27, 2022 7:00 PM

CITY OF WILDWOOD

YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING 06 27 2022

6/22/2022
4:36 PM

Revenue Account Range: First to Last | *Include Non-Anticipated: No* | *Year To Date As Of: 06/30/22*
Expend Account Range: First to Last | *Include Non-Budget: No* | *Current Period: 06/01/22 to 06/30/22*
Print Zero YTD Activity: No | *Prior Year: 06/01/21 to 06/30/21*

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	% Real
001-311-1000	AD VALOREM TAXES	$7,251,790.86	$9,303,110.00	$20,676.79	$9,373,101.51	101%
001-312-1000	9TH CENT FUEL TAX/SUMTER COUNTY	$91,008.68	$92,000.00	$0.00	$0.00	0%
001-312-4100	LOCAL OPTION GAS TAX	$420,337.90	$400,070.00	$0.00	$344,495.52	86%
001-312-6000	DISCRETIONARY/LOCAL GOVT. INFRA	$1,918,021.21	$2,176,080.00	$0.00	$1,826,860.91	84%
001-313-1000	FRANCHISE TAX-/PROGRESS ENERGY SVCS	$711,121.62	$660,000.00	$0.00	$508,789.13	77%
001-313-1010	FRANCHISE TAX- SECO	$888,028.09	$830,000.00	$87,450.02	$618,635.64	75%
001-313-4160	FRANCHISE TAX- TECO/PEOPLES GAS	$198,870.77	$200,000.00	$0.00	$147,232.66	74%
001-313-4170	FENNEY WATER CONS AUTHORITY-UTILITY TA	$48,111.23	$45,000.00	$5,614.09	$30,621.23	68%
001-313-4180	LEESBURG GAS FRANCHISE FEE	$4,301.95	$5,000.00	$5,336.43	$28,888.78	578%
001-313-4190	SOUTH SUMTER UTILITY COMPANY FRANCHIS	$234,142.76	$200,000.00	$0.00	$78,834.24	39%
001-313-5000	FRANCHISE TAX- WASTE MGMNT-REFUSE SVC	$167,799.59	$145,000.00	$12,852.20	$122,413.91	84%
001-313-5001	TRI-COUNTY SANITATION FRANCHISE FEE	$152,597.66	$135,000.00	$21,053.49	$150,317.81	111%
001-313-5003	FRANCHISE FEE - SEWWC	$150,878.88	$100,000.00	$25,764.28	$132,248.82	132%
001-314-1000	UTILITY TAX-PROGRESS ENERGY SVCS.	$677,540.13	$640,000.00	$0.00	$413,527.50	65%
001-314-1010	UTILITY TAX-SUMTER ELECTRIC	$900,563.55	$870,000.00	$77,908.94	$590,690.12	68%
001-314-3000	UTILITY TAX-WATER SALES	$98,319.78	$80,000.00	$9,712.61	$74,289.32	93%
001-314-3002	THE VILLAGES-5% WATER UTILITY TAX	$245,035.27	$240,000.00	$21,638.69	$166,400.88	69%
001-314-3003	CENTRAL SUMTER UTILIITY CO. LLC	$119,798.82	$110,000.00	$10,720.81	$82,172.06	75%
001-314-4000	UTILITY TAX-SUBURBAN PROPANE	$11,768.36	$10,000.00	$1,140.56	$10,650.80	107%
001-314-4030	FERRELLGAS LP	$1,116.96	$500.00	$123.71	$1,110.05	222%
001-314-4040	CIRCLE K STORES	$248.41	$500.00	$23.49	$160.44	32%
001-314-4080	LEESBURG ELECTRIC UTILITY TAX	$16,755.60	$100.00	$2,244.65	$18,593.51	18,594%
001-314-4081	LEESBURG GAS UTILITY TAX	$7,066.42	$5,500.00	$7,822.04	$42,028.71	764%
001-314-4100	INTERCONN RESOURCES LLC	$21,662.59	$18,000.00	$0.00	$18,524.60	103%
001-314-4120	INFINITE ENERGY	$77.21	$100.00	$0.00	$0.00	0%

CITY OF WILDWOOD

YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING 06 27 2022

6/22/2022
4:36 PM

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	% Real
001-314-4150	CVS	$308.80	$500.00	$0.00	$266.68	53%
001-314-4151	AMERIGAS PROPANE	$7,386.01	$6,500.00	$388.71	$6,753.41	104%
001-314-4152	LOWE'S PROPANE TAX	$1,549.17	$1,000.00	$133.87	$1,716.73	172%
001-314-4160	TECO-PEOPLES GAS	$202,743.10	$200,000.00	$24,115.10	$167,599.34	84%
001-314-4162	GAS SOUTH UTILITY TAX	$364.80	$100.00	$29.00	$276.96	277%
001-314-9010	STATE COMMUNICATIONS TAX	$333,625.17	$380,000.00	$0.00	$329,047.34	87%
001-331-5000	FEMA GRANT	$8,214.76	$0.00	$0.00	$0.00	0%
001-334-1000	STATE GRANT	$0.00	$0.00	$0.00	$0.00	0%
001-335-1200	STATE REVENUE SHARING	$374,020.55	$463,550.00	$0.00	$291,437.16	63%
001-335-1400	MOBILE HOME LICENSES	$14,062.46	$10,000.00	$367.00	$12,447.15	124%
001-335-1600	STATE BEVERAGE LICENSES	$7,731.41	$8,500.00	$0.00	$7,462.21	88%
001-335-1800	1/2 CENT SALES TAX	$980,006.53	$1,078,400.00	$0.00	$834,854.65	77%
001-339-1000	SOUTH SUMTER UTILITY PILOT FEES	$69,905.70	$60,000.00	$0.00	$5,582.80	9%
001-341-2006	COMMUNITY DEVELOPMENT SERVICES	$585,795.57	$500,000.00	$66,418.84	$623,574.38	125%
001-347-5300	BUILDING RENTAL-WILDWOOD COMMUNITY CE	$44,354.42	$50,000.00	$2,760.74	$51,805.78	104%
001-347-5304	COMMUNITY CENTER STAFF FEES	$4,320.15	$4,500.00	$0.00	$130.00	3%
001-347-5305	BUILDING RENTAL-OXFORD COMMUNITY CENT	$0.00	$0.00	-$73.70	$5,518.65	0%
001-347-5306	BUILDING RENTAL-MLK JR COMMUNITY CENTE	$917.69	$1,500.00	-$92.28	$1,221.83	81%
001-347-5307	OUTDOOR BUILDING RENTALS	$18.44	$0.00	$0.00	$18.44	0%
001-347-5308	OPEN SPACE RENTALS	$1,069.80	$1,500.00	$0.00	$354.97	24%
001-350-1000	FINES	$22,217.58	$20,000.00	$1,505.02	$18,381.96	92%
001-351-1002	CODE ENFORCEMENT	$12,937.94	$3,000.00	$500.00	$977.10	33%
001-351-3000	POLICE-2ND DOLLAR FUND	$2,229.14	$1,500.00	$173.57	$2,049.03	137%
001-361-0000	INTEREST EARNINGS	$2,816.49	$5,000.00	$8,869.19	$15,905.69	318%
001-369-0000	OTHER MISCELLANEOUS REVENUE	$21,262.55	$10,000.00	$97.88	$5,817.62	58%
001-369-0010	STATE HIGHWAY LIGHTING AGREEMENT	$16,745.58	$17,250.00	$17,247.78	$17,247.78	100%
001-369-0012	FDOT HIGHWAY MAINTENANCE AGREEMENT	$13,441.00	$13,440.00	$0.00	$3,360.25	25%
001-369-0050	AUCTION PROCEEDS	$21,089.88	$10,000.00	$9,972.00	$9,972.00	100%

CITY OF WILDWOOD

YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING 06 27 2022

6/22/2022
4:36 PM

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	% Real
001-369-0052	SPONSORSHIPS	$300.00	$1,000.00	$0.00	$1,265.00	126%
001-369-0058	DONATIONS	$0.00	$0.00	$6,415.70	$6,415.70	0%
001-369-0075	MULTI-PURPOSE FIELD RENTAL	$0.00	$100.00	$0.00	$0.00	0%
001-369-0076	BASEBALL FIELD RENTAL	$843.76	$1,000.00	$105.00	$1,627.72	163%
001-369-0078	FIELD PREPARATION FEES	$20.00	$100.00	$0.00	$345.00	345%
001-369-0792	PROGRAM REGISTRATION FEES	$22,863.35	$15,000.00	$3,737.00	$25,174.57	168%
001-369-0794	CONCESSION / VENDOR FEES	$0.00	$100.00	$100.00	$100.00	100%
001-369-0796	SPECIAL EVENT REGISTRATION FEES	$3,050.00	$1,500.00	$0.00	$1,380.00	92%
001-369-2100	POLICE DEPT MISCELLANEOUS REVENUE	$2,802.14	$1,500.00	$80.00	$3,757.57	251%
001-369-3700	MISCELLANEOUS POLICE DONATIONS	$2.00	$100.00	$0.00	$0.00	0%
001-369-3748	MISC. GRANTS/VESTS	$2,734.48	$0.00	$0.00	$0.00	0%
001-369-4000	FUEL TAX REFUND	$14,462.22	$6,500.00	$0.00	$3,869.15	60%
001-380-1000	OTHR FINANCING SOURCE-INSURANCE PROC	$0.00	$0.00	$0.00	$67,736.50	0%
001-380-1001	OTHER FINANCING SOURCE-COUNTY REIMBU	$0.00	$0.00	$0.00	$90,804.00	0%
001-382-1010	TRANSFER FROM INDUSTRIAL PARK	$10,000.00	$10,000.00	$10,000.00	$10,000.00	100%
001-382-1013	TRANSFER FROM LAW ENFORCEMENT IMP FE	$532,080.00	$412,800.00	$412,800.00	$412,800.00	100%
	GENERAL FUND Revenue Total	**$17,675,256.94**	**$19,561,900.00**	**$875,733.22**	**$17,819,643.27**	**91%**

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Balance	% Expd
001-511-00-0000	LEGISLATIVE- CITY COMMISSION:	$0.00	$0.00	$0.00	$0.00	$0.00	0%
001-511-10-1200	SALARIES	$42,528.84	$42,660.00	$3,544.07	$31,896.63	$10,763.37	75%
001-511-10-2100	FICA EXPENSE	$3,253.32	$3,270.00	$271.11	$2,439.99	$830.01	75%
001-511-10-2200	RETIREMENT	$21,153.96	$21,940.00	$1,822.38	$16,401.42	$5,538.58	75%
001-511-10-2300	LIFE & HEALTH INSURANCE	$375.00	$350.00	$23.75	$213.75	$136.25	61%
001-511-10-2600	WORKERS COMPENSATION INSURANCE	$123.90	$150.00	$9.98	$133.96	$16.04	89%
001-511-30-3100	PROFESSIONAL SERVICES	$2,000.00	$6,000.00	$0.00	$400.00	$5,600.00	7%
001-511-30-4000	TRAVEL & PER DIEM	$2,993.84	$7,000.00	$0.00	$1,402.52	$5,597.48	20%
001-511-30-4100	TELEPHONE EXPENSE	$1,104.86	$1,600.00	$92.04	$832.96	$767.04	52%

CITY OF WILDWOOD

YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING 06 27 2022

Expend Account	*Description*	*Prior Yr Expd*	*Budgeted*	*Curr Expd*	*YTD Expd*	*Balance*	*% Expd*
001-511-30-4110	IT LICENSING / EQUIPMENT	$3,859.04	$5,200.00	$0.00	$4,100.21	$1,099.79	79%
001-511-30-4600	REPAIR & MAINTENANCE	$849.99	$500.00	$0.00	$0.00	$500.00	0%
001-511-30-4900	MISC. EXPENSE & OTHER CURRENT	$41.28	$2,500.00	$15.25	$33.74	$2,466.26	1%
001-511-30-5100	OFFICE SUPPLIES	$0.00	$150.00	$0.00	$39.00	$111.00	26%
001-511-30-5200	OPERATING SUPPLIES	$67.00	$400.00	$0.00	$55.67	$344.33	14%
001-511-30-5400	SUBSCRIPTIONS/DUES	$1,796.25	$2,500.00	$0.00	$2,650.00	-$150.00	106%
001-511-30-5500	TRAINING	$2,590.00	$2,500.00	$1,650.00	$1,650.00	$850.00	66%
001-511-60-6200	CAP. IMPROVEMENT-BUILDINGS	$6,329.88	$0.00	$0.00	$0.00	$0.00	0%
001-511-60-6300	CAPITAL IMPROVEMENT-OTHER	$0.00	$8,000.00	$0.00	$5,698.00	$2,302.00	71%
	511 Total	**$89,067.16**	**$104,720.00**	**$7,428.58**	**$67,947.85**	**$36,772.15**	**65%**
001-512-00-0000	EXECUTIVE- CITY MANAGER:	$0.00	$0.00	$0.00	$0.00	$0.00	0%
001-512-10-1200	SALARIES	$169,832.64	$297,830.00	$21,339.37	$192,439.25	$105,390.75	65%
001-512-10-1500	SICK LEAVE	$519.60	$0.00	$309.61	$3,858.24	-$3,858.24	0%
001-512-10-1600	VACATION PAY	$252.89	$0.00	$892.67	$9,763.63	-$9,763.63	0%
001-512-10-1800	HOLIDAY PAY	$6,012.28	$0.00	$1,303.81	$9,455.78	-$9,455.78	0%
001-512-10-2100	FICA EXPENSE	$13,471.37	$23,140.00	$1,824.16	$16,438.09	$6,701.91	71%
001-512-10-2200	RETIREMENT	$42,135.16	$79,530.00	$6,302.02	$57,106.62	$22,423.38	72%
001-512-10-2210	BENEFIT ADMIN FEES	$0.00	$0.00	$0.00	$36.00	-$36.00	0%
001-512-10-2300	LIFE & HEALTH INSURANCE	$14,289.84	$22,860.00	$1,852.25	$17,570.25	$5,289.75	77%
001-512-10-2600	WORKERS COMPENSATION INSURANCE	$412.90	$500.00	$33.27	$446.58	$53.42	89%
001-512-30-3100	PROFESSIONAL SERVICES	$130,439.12	$110,000.00	$0.00	$16,635.52	$93,364.48	15%
001-512-30-3400	OTHER CONTRACTUAL SERVICES	$14.41	$0.00	$0.00	$0.00	$0.00	0%
001-512-30-4000	TRAVEL & PER DIEM	$6,818.19	$8,750.00	$30.64	$5,105.64	$3,644.36	58%
001-512-30-4100	TELEPHONE EXPENSE	$3,040.91	$3,000.00	$181.18	$3,039.05	-$39.05	101%
001-512-30-4110	IT LICENSING / EQUIPMENT	$1,826.83	$4,250.00	$383.38	$1,409.58	$2,840.42	33%
001-512-30-4200	POSTAGE/TRANSPORTATION FEES	$24.37	$200.00	$6.76	$6.76	$193.24	3%
001-512-30-4400	RENTAL & LEASING	$0.00	$100.00	-$11.99	$0.00	$100.00	0%
001-512-30-4600	REPAIR & MAINTENANCE	$885.08	$2,000.00	$43.92	$638.99	$1,361.01	32%

CITY OF WILDWOOD

YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING 06 27 2022

6/22/2022
4:36 PM

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Balance	% Expd
001-512-30-4900	MISC. EXPENSE & OTHER CURRENT	$485.62	$500.00	$0.00	$501.71	-$1.71	100%
001-512-30-5100	OFFICE SUPPLIES	$567.38	$1,000.00	$0.00	$296.56	$703.44	30%
001-512-30-5200	OPERATING SUPPLIES	$118.09	$750.00	$0.00	$417.10	$332.90	56%
001-512-30-5400	SUBSCRIPTIONS/DUES	$3,263.33	$4,500.00	$320.00	$3,786.24	$713.76	84%
001-512-30-5500	TRAINING	$1,547.96	$4,250.00	$0.00	$1,368.35	$2,881.65	32%
001-512-60-6200	CAP. IMPROVEMENT-BUILDINGS	$281,940.76	$0.00	$0.00	$0.00	$0.00	0%
	512 Total	**$677,898.73**	**$563,160.00**	**$34,811.05**	**$340,319.94**	**$222,840.06**	**60%**
001-513-00-0000	CLERK/FINANCE DEPARTMENT:	$0.00	$0.00	$0.00	$0.00	$0.00	0%
001-513-10-1200	SALARIES	$289,774.33	$288,080.00	$15,601.29	$149,473.87	$138,606.13	52%
001-513-10-1300	OVERTIME	$0.00	$500.00	$0.00	$0.00	$500.00	0%
001-513-10-1500	SICK LEAVE	$6,909.29	$0.00	$1,409.14	$4,974.52	-$4,974.52	0%
001-513-10-1600	VACATION PAY	$10,986.74	$0.00	$1,210.38	$11,559.35	-$11,559.35	0%
001-513-10-1800	HOLIDAY PAY	$12,939.33	$0.00	$985.71	$7,760.36	-$7,760.36	0%
001-513-10-2100	FICA EXPENSE	$24,456.54	$22,080.00	$1,469.31	$13,293.50	$8,786.50	60%
001-513-10-2200	RETIREMENT	$36,914.82	$31,230.00	$2,419.08	$22,085.48	$9,144.52	71%
001-513-10-2210	BENEFIT ADMIN FEES	$0.00	$0.00	$0.00	$36.00	-$36.00	0%
001-513-10-2300	LIFE & HEALTH INSURANCE	$38,992.66	$41,910.00	$3,171.85	$26,647.05	$15,262.95	64%
001-513-10-2500	UNEMPLOYMENT COMPENSATION	$0.00	$500.00	$0.00	$0.00	$500.00	0%
001-513-10-2600	WORKERS COMPENSATION INSURANCE	$825.71	$1,000.00	$66.54	$893.14	$106.86	89%
001-513-30-3100	PROFESSIONAL SERVICES	$28,808.89	$16,000.00	$0.00	$5,176.40	$10,823.60	32%
001-513-30-3200	ACCOUNTING/AUDITING FEE	$18,000.00	$15,000.00	$0.00	$7,500.00	$7,500.00	50%
001-513-30-3400	OTHER CONTRACTUAL SERVICES	$12,232.19	$4,850.00	$182.19	$1,046.52	$3,803.48	22%
001-513-30-4000	TRAVEL & PER DIEM	$54.00	$3,000.00	$0.00	$0.00	$3,000.00	0%
001-513-30-4100	TELEPHONE EXPENSE	$5,629.07	$3,000.00	$180.78	$3,316.45	-$316.45	111%
001-513-30-4110	IT LICENSING / EQUIPMENT	$7,909.66	$29,200.00	$257.25	$27,302.44	$1,897.56	94%
001-513-30-4150	ADVERTISING/RECORDING EXPENSE	$4,086.39	$4,000.00	$24.14	$509.99	$3,490.01	13%
001-513-30-4200	POSTAGE/TRANSPORTATION FEES	$1,976.76	$2,500.00	$1,311.63	$2,761.35	-$261.35	110%
001-513-30-4300	UTILITIES EXPENSE	$21,931.67	$26,000.00	$1,689.99	$11,426.30	$14,573.70	44%

CITY OF WILDWOOD

YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING 06 27 2022

Expend Account	*Description*	*Prior Yr Expd*	*Budgeted*	*Curr Expd*	*YTD Expd*	*Balance*	*% Expd*
001-513-30-4400	RENTAL & LEASING	$2,925.51	$3,700.00	$408.23	$2,209.90	$1,490.10	60%
001-513-30-4500	GENERAL INSURANCE	$106,249.00	$146,000.00	$429.30	$146,120.80	-$120.80	100%
001-513-30-4600	REPAIR & MAINTENANCE	$21,259.57	$21,900.00	$1,169.43	$10,207.82	$11,692.18	47%
001-513-30-4900	MISC. EXPENSE & OTHER CURRENT	$4,847.09	$6,000.00	$0.00	$4,553.24	$1,446.76	76%
001-513-30-4910	ELECTION EXPENSES	$0.00	$500.00	$0.00	$0.00	$500.00	0%
001-513-30-5100	OFFICE SUPPLIES	$3,424.08	$3,500.00	$170.02	$2,284.22	$1,215.78	65%
001-513-30-5200	OPERATING SUPPLIES	$7,771.48	$7,050.00	$220.19	$3,415.61	$3,634.39	48%
001-513-30-5400	SUBSCRIPTIONS/DUES	$3,502.20	$2,075.00	$0.00	$252.50	$1,822.50	12%
001-513-30-5500	TRAINING	$4,606.20	$1,950.00	$0.00	$993.00	$957.00	51%
001-513-60-6400	CAP. IMPROVEMENT-MACHINERY	$0.00	$0.00	$0.00	$0.00	$0.00	0%
001-513-70-7100	DEBT SERVICE/CITY HALL-PRINCIPAL	$107,219.92	$109,875.00	$0.00	$54,601.08	$55,273.92	50%
001-513-70-7200	DEBT SERVICE/CITY HALL-INTEREST	$27,207.62	$24,555.00	$0.00	$12,612.69	$11,942.31	51%
001-513-70-7500	DEBT SERVICE/POLICE STATION-PRINCIPAL	$217,830.04	$223,555.00	$0.00	$111,051.63	$112,503.37	50%
001-513-70-7550	DEBT SERVICE/POLICE STATION-INTEREST	$73,780.66	$68,060.00	$0.00	$34,753.72	$33,306.28	51%
001-513-70-7600	DEBT SERV/2018 GEN FUND PROJ LOAN-PRINC	$240,017.36	$327,170.00	$0.00	$327,167.69	$2.31	100%
001-513-70-7650	DEBT SERV/2018 GEN FUND PROJ LOAN-INTRS	$71,395.35	$95,420.00	$0.00	$95,401.31	$18.69	100%
	513 Total	**$1,414,464.13**	**$1,530,160.00**	**$32,376.45**	**$1,101,387.93**	**$428,772.07**	**72%**
001-516-00-0000	DEVELOPMENT SERVICES:	$0.00	$0.00	$0.00	$0.00	$0.00	0%
001-516-10-1200	SALARIES	$404,143.28	$627,160.00	$38,248.64	$335,701.64	$291,458.36	54%
001-516-10-1300	OVERTIME	$2,590.12	$1,000.00	$163.55	$1,551.53	-$551.53	155%
001-516-10-1500	SICK LEAVE	$9,647.98	$0.00	$532.14	$7,914.18	-$7,914.18	0%
001-516-10-1600	VACATION PAY	$21,677.07	$0.00	$726.83	$16,002.43	-$16,002.43	0%
001-516-10-1800	HOLIDAY PAY	$17,529.88	$0.00	$2,353.98	$14,605.38	-$14,605.38	0%
001-516-10-2100	FICA EXPENSE	$35,185.69	$48,060.00	$3,214.91	$28,746.85	$19,313.15	60%
001-516-10-2200	RETIREMENT	$61,699.36	$82,230.00	$5,973.93	$52,913.85	$29,316.15	64%
001-516-10-2210	BENEFIT ADMIN FEES	$0.00	$0.00	$0.00	$144.00	-$144.00	0%
001-516-10-2300	LIFE & HEALTH INSURANCE	$56,696.46	$72,390.00	$6,035.26	$52,128.48	$20,261.52	72%
001-516-10-2500	UNEMPLOYMENT COMPENSATION	$1,925.00	$0.00	$0.00	$0.00	$0.00	0%

CITY OF WILDWOOD

YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING 06 27 2022

6/22/2022
4:36 PM

Expend Account	*Description*	*Prior Yr Expd*	*Budgeted*	*Curr Expd*	*YTD Expd*	*Balance*	*% Expd*
001-516-10-2600	WORKERS COMPENSATION INSURANCE	$1,238.61	$1,500.00	$99.81	$1,339.72	$160.28	89%
001-516-30-3100	PROFESSIONAL SERVICES	$191,150.93	$465,000.00	$2,234.85	$279,744.71	$185,255.29	60%
001-516-30-3115	PASS THROUGH PROFESSIONAL SERVICES	$359,964.69	$0.00	$0.00	$0.00	$0.00	0%
001-516-30-3400	OTHER CONTRACTUAL SERVICES	$4,847.82	$5,000.00	$0.00	$509.48	$4,490.52	10%
001-516-30-3450	CLOTHING AND UNIFORMS	$375.98	$1,700.00	$0.00	$595.83	$1,104.17	35%
001-516-30-4000	TRAVEL & PER DIEM	$1,361.34	$8,000.00	$169.65	$1,514.75	$6,485.25	19%
001-516-30-4100	TELEPHONE EXPENSE	$8,636.75	$8,000.00	$658.73	$7,532.46	$467.54	94%
001-516-30-4110	IT LICENSING / EQUIPMENT	$11,151.27	$33,700.00	$0.00	$9,838.30	$23,861.70	29%
001-516-30-4150	ADVERTISING/RECORDING EXPENSE	$26,040.31	$25,000.00	$2,262.26	$20,633.48	$4,366.52	83%
001-516-30-4200	POSTAGE/TRANSPORTATION FEES	$637.11	$4,000.00	$1,304.11	$1,317.67	$2,682.33	33%
001-516-30-4400	RENTAL & LEASING	$2.00	$0.00	$0.00	$0.00	$0.00	0%
001-516-30-4600	REPAIR & MAINTENANCE	$6,303.85	$6,000.00	$214.94	$2,634.90	$3,365.10	44%
001-516-30-4900	MISC. EXPENSE & OTHER CURRENT	$3,103.60	$5,000.00	$0.00	$244.19	$4,755.81	5%
001-516-30-4950	CODE ENFORCEMENT	$10,265.91	$28,000.00	$24.99	$1,895.75	$26,104.25	7%
001-516-30-5100	OFFICE SUPPLIES	$2,213.44	$10,000.00	$138.30	$967.11	$9,032.89	10%
001-516-30-5200	OPERATING SUPPLIES	$6,725.70	$10,000.00	$57.49	$7,822.70	$2,177.30	78%
001-516-30-5250	FUEL EXPENSE	$1,258.94	$1,000.00	$138.25	$1,206.56	-$206.56	121%
001-516-30-5400	SUBSCRIPTIONS/DUES	$3,452.88	$3,180.00	$1,066.00	$2,040.95	$1,139.05	64%
001-516-30-5500	TRAINING	$4,051.46	$13,280.00	$335.00	$4,919.24	$8,360.76	37%
001-516-30-5550	LICENSING	$5,400.00	$15,000.00	$0.00	$10,961.10	$4,038.90	73%
001-516-60-6300	CAPITAL IMPROVEMENT-OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	0%
001-516-60-6330	JPA COMP PLAN AMENDMENTS	$98,229.35	$40,000.00	$0.00	$15,033.63	$24,966.37	38%
001-516-60-6400	CAPITAL IMPROV.-MACHINERY/EQUIPMENT	$3,570.19	$43,000.00	$0.00	$39,090.00	$3,910.00	91%
	516 Total	**$1,361,076.97**	**$1,557,200.00**	**$65,953.62**	**$919,550.87**	**$637,649.13**	**59%**
001-518-00-0000	INFORMATION TECHNOLOGY DEPARTMENT	$0.00	$0.00	$0.00	$0.00	$0.00	0%
001-518-10-1200	SALARIES	$121,913.19	$149,600.00	$8,936.04	$77,386.96	$72,213.04	52%
001-518-10-1500	SICK LEAVE	$600.35	$0.00	$120.38	$3,972.50	-$3,972.50	0%
001-518-10-1600	VACATION PAY	$3,783.18	$0.00	$503.13	$5,335.14	-$5,335.14	0%

CITY OF WILDWOOD

YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING 06 27 2022

Expend Account	*Description*	*Prior Yr Expd*	*Budgeted*	*Curr Expd*	*YTD Expd*	*Balance*	*% Expd*
001-518-10-1800	HOLIDAY PAY	$4,602.88	$0.00	$503.13	$3,818.70	-$3,818.70	0%
001-518-10-2100	FICA EXPENSE	$9,535.60	$11,450.00	$769.80	$6,924.50	$4,525.50	60%
001-518-10-2200	RETIREMENT	$13,384.14	$16,190.00	$1,088.78	$9,811.08	$6,378.92	61%
001-518-10-2210	BENEFIT ADMIN FEES	$0.00	$0.00	$0.00	$36.00	-$36.00	0%
001-518-10-2300	LIFE & HEALTH INSURANCE	$13,541.95	$15,240.00	$1,189.20	$11,604.60	$3,635.40	76%
001-518-10-2600	WORKERS COMPENSATION INSURANCE	$68.96	$200.00	$13.31	$178.65	$21.35	89%
001-518-30-3100	PROFESSIONAL SERVICES	$27,029.62	$145,320.00	$0.00	$0.00	$145,320.00	0%
001-518-30-3400	OTHER CONTRACTUAL SERVICES	$8,614.46	$10,000.00	$18.00	$118.00	$9,882.00	1%
001-518-30-4000	TRAVEL & PER DIEM	$41.29	$7,500.00	$0.00	$0.00	$7,500.00	0%
001-518-30-4100	TELEPHONE EXPENSE	$5,555.50	$5,000.00	$164.39	$4,111.52	$888.48	82%
001-518-30-4110	IT LICENSING / EQUIPMENT	$4,151.47	$10,500.00	$201.04	$3,030.07	$7,469.93	29%
001-518-30-4200	POSTAGE/TRANSPORTATION FEES	$134.47	$250.00	$8.26	$8.26	$241.74	3%
001-518-30-4300	UTILITIES EXPENSE	$658.06	$2,300.00	$0.00	$1,087.20	$1,212.80	47%
001-518-30-4400	RENTAL & LEASING	$0.00	$500.00	$0.00	$0.00	$500.00	0%
001-518-30-4600	REPAIR & MAINTENANCE	$1,636.12	$4,000.00	$0.00	$74.97	$3,925.03	2%
001-518-30-4900	MISC. EXPENSE & OTHER CURRENT	$0.00	$8,000.00	$0.00	$0.00	$8,000.00	0%
001-518-30-5100	OFFICE SUPPLIES	$372.27	$900.00	$0.00	$203.59	$696.41	23%
001-518-30-5200	OPERATING SUPPLIES	$44,803.08	$15,000.00	$79.07	$787.39	$14,212.61	5%
001-518-30-5400	SUBSCRIPTIONS/DUES	$250.00	$2,500.00	$150.00	$355.00	$2,145.00	14%
001-518-30-5500	TRAINING	$3,058.66	$8,000.00	$0.00	$1,202.98	$6,797.02	15%
001-518-30-5550	LICENSING	$13,976.94	$30,000.00	$10.00	$39,541.42	-$9,541.42	132%
001-518-60-6300	CAPITAL IMPROVEMENT-OTHER	$0.00	$16,000.00	$0.00	$0.00	$16,000.00	0%
001-518-60-6400	CAP. IMPROVEMENTS-MACHINERY/EQUIP	$56,891.18	$0.00	$0.00	$17,215.00	-$17,215.00	0%
	518 Total	**$334,603.37**	**$458,450.00**	**$13,754.53**	**$186,803.53**	**$271,646.47**	**41%**
001-519-00-0000	HUMAN RESOURCE DEPARTMENT:	$0.00	$0.00	$0.00	$0.00	$0.00	0%
001-519-10-1200	SALARIES	$104,650.26	$119,720.00	$7,629.58	$75,619.10	$44,100.90	63%
001-519-10-1300	OVERTIME	$14.35	$0.00	$298.61	$298.61	-$298.61	0%
001-519-10-1500	SICK LEAVE	$1,097.98	$0.00	$0.00	$263.99	-$263.99	0%

CITY OF WILDWOOD

YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING 06 27 2022

6/22/2022
4:36 PM

Expend Account	*Description*	*Prior Yr Expd*	*Budgeted*	*Curr Expd*	*YTD Expd*	*Balance*	*% Expd*
001-519-10-1600	VACATION PAY	$3,466.25	$0.00	$909.81	$4,397.42	-$4,397.42	0%
001-519-10-1800	HOLIDAY PAY	$4,694.68	$0.00	$501.83	$3,371.52	-$3,371.52	0%
001-519-10-2100	FICA EXPENSE	$8,714.91	$9,160.00	$714.50	$6,422.54	$2,737.46	70%
001-519-10-2200	RETIREMENT	$11,646.02	$12,960.00	$1,010.56	$9,098.61	$3,861.39	70%
001-519-10-2210	BENEFIT ADMIN FEES	$0.00	$0.00	$0.00	$36.00	-$36.00	0%
001-519-10-2300	LIFE & HEALTH INSURANCE	$14,194.44	$15,240.00	$1,274.28	$11,468.52	$3,771.48	75%
001-519-10-2600	WORKERS COMPENSATION INSURANCE	$90.82	$110.00	$7.32	$98.26	$11.74	89%
001-519-30-3100	PROFESSIONAL SERVICES	$7,725.00	$18,000.00	$0.00	$240.00	$17,760.00	1%
001-519-30-3400	OTHER CONTRACTUAL SERVICES	$14,541.74	$1,240.00	$18.00	$711.04	$528.96	57%
001-519-30-4000	TRAVEL & PER DIEM	$2,281.69	$4,000.00	$929.36	$1,260.53	$2,739.47	32%
001-519-30-4100	TELEPHONE EXPENSE	$3,520.47	$4,000.00	$191.60	$3,200.77	$799.23	80%
001-519-30-4110	IT LICENSING / EQUIPMENT	$7,886.57	$30,800.00	$4,946.40	$11,719.93	$19,080.07	38%
001-519-30-4150	ADVERTISING/RECRUITING	$3,766.20	$5,000.00	$540.00	$3,193.00	$1,807.00	64%
001-519-30-4200	POSTAGE/TRANSPORTATION FEES	$191.64	$500.00	$110.05	$123.01	$376.99	25%
001-519-30-4300	UTILITIES EXPENSE	$658.04	$2,300.00	$0.00	$1,175.66	$1,124.34	51%
001-519-30-4400	RENTAL & LEASING	$0.00	$60.00	$0.00	$10.40	$49.60	17%
001-519-30-4600	REPAIR & MAINTENANCE	$2,226.91	$2,000.00	$21.13	$1,755.00	$245.00	88%
001-519-30-4800	EMPLOYEE PROGRAMS	$4,993.77	$6,000.00	$1,284.77	$4,371.46	$1,628.54	73%
001-519-30-4900	MISC. EXPENSE & OTHER CURRENT	$696.00	$6,000.00	$59.00	$532.70	$5,467.30	9%
001-519-30-5100	OFFICE SUPPLIES	$1,704.99	$2,000.00	$55.60	$814.01	$1,185.99	41%
001-519-30-5200	OPERATING SUPPLIES	$2,561.84	$2,500.00	$0.00	$968.41	$1,531.59	39%
001-519-30-5400	SUBSCRIPTIONS/DUES	$954.50	$1,110.00	$475.24	$1,023.24	$86.76	92%
001-519-30-5500	TRAINING	$2,910.85	$5,000.00	$0.00	$4,004.00	$996.00	80%
001-519-30-5501	STAFF TRAINING PROGRAMS	$628.82	$6,000.00	$0.00	$544.37	$5,455.63	9%
	519 Total	**$205,818.74**	**$253,700.00**	**$20,977.64**	**$146,722.10**	**$106,977.90**	**58%**
001-521-00-0000	POLICE DEPARTMENT:	$0.00	$0.00	$0.00	$0.00	$0.00	0%
001-521-10-1200	SALARIES	$1,857,878.92	$2,483,070.00	$145,122.53	$1,421,783.84	$1,061,286.16	57%
001-521-10-1220	UNIFORM ALLOWANCE	$13,540.00	$14,820.00	$1,120.00	$10,800.00	$4,020.00	73%

CITY OF WILDWOOD

YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING 06 27 2022

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Balance	% Expd
001-521-10-1250	ON CALL	$7,500.00	$10,400.00	$450.00	$5,325.00	$5,075.00	51%
001-521-10-1260	SHIFT DIFFERENTIAL	$14,049.90	$20,080.00	$1,151.28	$10,473.48	$9,606.52	52%
001-521-10-1300	OVERTIME	$84,223.77	$157,000.00	$11,624.57	$83,067.40	$73,932.60	53%
001-521-10-1500	SICK LEAVE	$40,984.56	$0.00	$2,558.63	$57,691.90	-$57,691.90	0%
001-521-10-1600	VACATION PAY	$65,639.79	$0.00	$8,082.52	$70,278.75	-$70,278.75	0%
001-521-10-1700	INCENTIVE PAY	$16,820.00	$56,000.00	$1,610.00	$15,390.00	$40,610.00	27%
001-521-10-1800	HOLIDAY PAY	$72,011.15	$0.00	$7,480.90	$61,706.43	-$61,706.43	0%
001-521-10-1820	HOLIDAY PREMIUM	$64,594.95	$82,000.00	$9,617.57	$60,151.06	$21,848.94	73%
001-521-10-2100	FICA EXPENSE	$171,396.63	$214,860.00	$14,444.56	$137,882.33	$76,977.67	64%
001-521-10-2200	RETIREMENT	$527,884.53	$806,520.00	$46,147.93	$440,273.12	$366,246.88	55%
001-521-10-2210	BENEFIT ADMIN FEES	$0.00	$0.00	$0.00	$171.00	-$171.00	0%
001-521-10-2300	LIFE & HEALTH INSURANCE	$278,649.78	$384,810.00	$25,187.43	$243,420.98	$141,389.02	63%
001-521-10-2500	UNEMPLOYMENT COMP. REIMBURSEMENT	$137.50	$0.00	$0.00	$2,817.24	-$2,817.24	0%
001-521-10-2600	WORKERS COMPENSATION INSURANCE	$54,990.71	$65,000.00	$4,324.96	$58,053.22	$6,946.78	89%
001-521-30-3100	PROFESSIONAL SERVICES	$20,168.86	$47,000.00	$17.52	$4,753.18	$42,246.82	10%
001-521-30-3400	OTHER CONTRACTUAL SERVICES	$99,908.92	$95,000.00	$2,237.00	$8,781.65	$86,218.35	9%
001-521-30-3450	CLOTHING AND UNIFORMS	$8,830.27	$20,000.00	$890.00	$6,706.34	$13,293.66	34%
001-521-30-3500	INVESTIGATIONS	$7,991.95	$15,000.00	$318.20	$5,890.14	$9,109.86	39%
001-521-30-4000	TRAVEL & PER DIEM	$5,972.46	$7,000.00	$297.00	$2,194.69	$4,805.31	31%
001-521-30-4100	TELEPHONE EXPENSE	$71,334.22	$80,000.00	$4,230.89	$43,421.35	$36,578.65	54%
001-521-30-4110	IT LICENSING / EQUIPMENT	$49,993.01	$229,100.00	$142.00	$173,748.19	$55,351.81	76%
001-521-30-4200	POSTAGE/TRANSPORTATION FEES	$268.08	$3,000.00	$0.00	$75.17	$2,924.83	3%
001-521-30-4300	UTILITIES EXPENSE	$61,728.39	$54,000.00	$5,164.52	$43,206.86	$10,793.14	80%
001-521-30-4400	RENTAL & LEASING	$2,069.42	$10,000.00	$235.90	$1,488.64	$8,511.36	15%
001-521-30-4600	REPAIR & MAINTENANCE	$58,512.87	$65,000.00	$1,034.96	$41,616.89	$23,383.11	64%
001-521-30-4900	MISC. EXPENSE & OTHER CURRENT	$2,315.27	$4,000.00	$0.00	-$876.65	$4,876.65	-22%
001-521-30-4960	BOOT ALLOWANCE	$2,078.69	$7,525.00	$0.00	$1,075.43	$6,449.57	14%
001-521-30-5100	OFFICE SUPPLIES	$2,697.87	$5,000.00	$0.00	$656.12	$4,343.88	13%

CITY OF WILDWOOD

YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING 06 27 2022

Expend Account	*Description*	*Prior Yr Expd*	*Budgeted*	*Curr Expd*	*YTD Expd*	*Balance*	*% Expd*
001-521-30-5200	OPERATING SUPPLIES	$79,336.98	$80,000.00	$2,155.53	$33,745.51	$46,254.49	42%
001-521-30-5250	FUEL EXPENSE	$105,488.80	$120,000.00	$16,110.26	$103,795.21	$16,204.79	86%
001-521-30-5400	SUBSCRIPTIONS/DUES	$3,801.80	$3,000.00	$300.00	$1,125.00	$1,875.00	38%
001-521-30-5500	TRAINING	$50,374.14	$40,000.00	$1,334.07	$15,290.36	$24,709.64	38%
001-521-60-6200	CAP. IMPROVEMENT-BUILDINGS	$34,839.70	$0.00	$0.00	$0.00	$0.00	0%
001-521-60-6400	CAP. IMPROVEMENT-MACHINERY	$31,748.00	$200,000.00	$48,470.83	$88,246.83	$111,753.17	44%
001-521-70-7100	2018 POLICE CARS CAP LEASE-PRINCIPAL	$108,485.69	$57,525.00	$57,524.09	$57,524.09	$0.91	100%
001-521-70-7200	2018 POLICE CARS CAP LEASE-INTEREST	$10,911.67	$4,175.00	$4,170.32	$4,170.32	$4.68	100%
	521 Total	**$4,089,159.25**	**$5,440,885.00**	**$423,555.97**	**$3,315,921.07**	**$2,124,963.93**	**61%**
001-541-00-0000	PUBLIC WORKS/STREET DEPT.	$0.00	$0.00	$0.00	$0.00	$0.00	0%
001-541-10-1200	SALARIES	$666,928.24	$958,240.00	$61,158.31	$567,929.11	$390,310.89	59%
001-541-10-1250	ON CALL	$3,825.00	$3,900.00	$300.00	$2,850.00	$1,050.00	73%
001-541-10-1300	OVERTIME	$13,067.35	$12,000.00	$479.55	$9,312.76	$2,687.24	78%
001-541-10-1500	SICK LEAVE	$42,484.07	$0.00	$1,810.41	$22,846.07	-$22,846.07	0%
001-541-10-1600	VACATION PAY	$49,959.63	$0.00	$5,271.83	$38,621.16	-$38,621.16	0%
001-541-10-1800	HOLIDAY PAY	$29,417.75	$0.00	$4,020.10	$26,344.11	-$26,344.11	0%
001-541-10-2100	FICA EXPENSE	$61,560.42	$74,530.00	$5,572.30	$50,949.08	$23,580.92	68%
001-541-10-2200	RETIREMENT	$82,668.17	$108,400.00	$8,415.19	$76,557.93	$31,842.07	71%
001-541-10-2210	BENEFIT ADMIN FEES	$0.00	$0.00	$0.00	$27.00	-$27.00	0%
001-541-10-2300	LIFE & HEALTH INSURANCE	$121,924.49	$160,020.00	$11,732.04	$102,995.48	$57,024.52	64%
001-541-10-2500	UNEMPLOYMENT COMPENSATION	$0.00	$2,000.00	$0.00	$0.00	$2,000.00	0%
001-541-10-2600	WORKERS COMPENSATION INSURANCE	$15,198.39	$20,000.00	$1,330.72	$17,862.46	$2,137.54	89%
001-541-30-3100	PROFESSIONAL SERVICES	$140,767.81	$178,500.00	$3,840.00	$41,735.67	$136,764.33	23%
001-541-30-3400	OTHER CONTRACTUAL SERVICES	$56,516.54	$100,000.00	$389.00	$79,718.02	$20,281.98	80%
001-541-30-3440	RIGHT-OF-WAY MAINTENANCE	$0.00	$200,000.00	$0.00	$0.00	$200,000.00	0%
001-541-30-3450	CLOTHING AND UNIFORMS	$7,081.71	$8,000.00	$357.82	$6,716.46	$1,283.54	84%
001-541-30-4000	TRAVEL & PER DIEM	$116.13	$3,000.00	$2.50	$107.08	$2,892.92	4%
001-541-30-4100	TELEPHONE EXPENSE	$17,010.56	$20,400.00	$1,004.81	$11,227.69	$9,172.31	55%

CITY OF WILDWOOD

YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING 06 27 2022

Expend Account	*Description*	*Prior Yr Expd*	*Budgeted*	*Curr Expd*	*YTD Expd*	*Balance*	*% Expd*
001-541-30-4110	IT LICENSING / EQUIPMENT	$26,210.53	$45,000.00	$1,379.97	$11,645.36	$33,354.64	26%
001-541-30-4200	POSTAGE/TRANSPORTATION FEES	$74.51	$100.00	$4.97	$49.14	$50.86	49%
001-541-30-4300	UTILITIES EXPENSE	$40,547.51	$80,000.00	$1,620.84	$10,714.75	$69,285.25	13%
001-541-30-4350	VILLAGES STREET LIGHTING	$365,475.83	$370,000.00	$18,409.34	$269,037.62	$100,962.38	73%
001-541-30-4400	RENTAL & LEASING	$6,451.18	$7,575.00	$5.99	$1,655.92	$5,919.08	22%
001-541-30-4600	REPAIR & MAINTENANCE	$39,132.84	$40,250.00	$3,521.58	$20,220.85	$20,029.15	50%
001-541-30-4601	REPAIR & MAINTENANCE - BUILDINGS	$13,257.09	$15,000.00	$6.59	$9,676.74	$5,323.26	65%
001-541-30-4602	REPAIR & MAINTENANCE - 610 JACKSON ST	$23,784.50	$0.00	$0.00	$0.00	$0.00	0%
001-541-30-4900	MISC. EXPENSE & OTHER CURRENT	$938.53	$3,000.00	$0.00	$18.92	$2,981.08	1%
001-541-30-4940	LANDFILL DISPOSAL FEES	$4,614.74	$5,000.00	$47.30	$1,495.20	$3,504.80	30%
001-541-30-4960	BOOT ALLOWANCE	$989.88	$2,625.00	$0.00	$2,316.20	$308.80	88%
001-541-30-5100	OFFICE SUPPLIES	$2,329.32	$3,000.00	$126.08	$1,680.69	$1,319.31	56%
001-541-30-5200	OPERATING SUPPLIES	$65,493.40	$70,000.00	$5,009.90	$40,729.03	$29,270.97	58%
001-541-30-5250	FUEL EXPENSE	$25,569.59	$35,000.00	$3,604.59	$20,797.40	$14,202.60	59%
001-541-30-5400	SUBSCRIPTIONS/DUES	$7,963.69	$4,475.00	$150.00	$1,231.99	$3,243.01	28%
001-541-30-5500	TRAINING	$7,543.00	$16,000.00	$0.00	$12,390.37	$3,609.63	77%
001-541-60-6100	CAPITAL IMPROVEMENT-LAND	$10,984.80	$0.00	$0.00	$0.00	$0.00	0%
001-541-60-6110	WARFIELD COMPLEX REHAB	$685,102.09	$0.00	$0.00	$0.00	$0.00	0%
001-541-60-6115	CITY HALL / ANNEX REHAB	$240,525.68	$50,000.00	$2,506.13	$34,245.71	$15,754.29	68%
001-541-60-6120	STREET PROJECTS	$782,812.49	$0.00	$0.00	$0.00	$0.00	0%
001-541-60-6302	ROAD IMPROVEMENT DESIGNS	$217,133.50	$0.00	$0.00	$0.00	$0.00	0%
001-541-60-6400	CAP. IMPROVEMENT-MACHINERY	$345,251.70	$272,000.00	$0.00	$106,377.50	$165,622.50	39%
001-541-60-6681	PRINCIPAL-EQUIPMENT LEASE	$44,463.96	$46,320.00	$0.00	$46,316.72	$3.28	100%
001-541-60-6691	INTEREST-EQUIPMENT LEASE	$5,944.25	$4,100.00	$0.00	$4,091.49	$8.51	100%
	541 Total	**$4,271,120.87**	**$2,918,435.00**	**$142,077.86**	**$1,650,491.68**	**$1,267,943.32**	**57%**
001-549-00-0000	FLEET MAINTENANCE DEPT:	$0.00	$0.00	$0.00	$0.00	$0.00	0%
001-549-10-1200	SALARIES	$156,221.84	$184,840.00	$13,111.85	$115,021.04	$69,818.96	62%
001-549-10-1300	OVERTIME	$0.00	$1,500.00	$0.00	$0.00	$1,500.00	0%

CITY OF WILDWOOD

YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING 06 27 2022

6/22/2022
4:36 PM

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Balance	% Expd
001-549-10-1500	SICK LEAVE	$3,992.01	$0.00	$269.24	$2,560.64	-$2,560.64	0%
001-549-10-1600	VACATION PAY	$10,812.06	$0.00	$602.83	$9,347.38	-$9,347.38	0%
001-549-10-1800	HOLIDAY PAY	$6,623.70	$0.00	$736.00	$5,394.39	-$5,394.39	0%
001-549-10-2100	FICA EXPENSE	$13,590.42	$14,260.00	$1,126.10	$10,122.40	$4,137.60	71%
001-549-10-2200	RETIREMENT	$18,154.18	$20,170.00	$1,592.70	$14,340.11	$5,829.89	71%
001-549-10-2300	LIFE & HEALTH INSURANCE	$28,257.36	$30,480.00	$2,446.68	$22,920.12	$7,559.88	75%
001-549-10-2600	WORKERS COMPENSATION INSURANCE	$6,440.86	$7,800.00	$519.00	$6,966.43	$833.57	89%
001-549-30-3100	PROFESSIONAL SERVICES	$0.00	$500.00	$0.00	$0.00	$500.00	0%
001-549-30-3400	OTHER CONTRACTUAL SERVICES	$0.00	$0.00	$20.00	$140.00	-$140.00	0%
001-549-30-3450	CLOTHING AND UNIFORMS	$1,943.40	$3,000.00	$117.12	$1,621.13	$1,378.87	54%
001-549-30-4000	TRAVEL & PER DIEM	$0.00	$100.00	$0.00	$70.90	$29.10	71%
001-549-30-4100	TELEPHONE EXPENSE	$2,606.04	$3,500.00	$208.25	$1,656.62	$1,843.38	47%
001-549-30-4110	IT LICENSING / EQUIPMENT	$4,452.86	$22,100.00	$520.98	$11,994.58	$10,105.42	54%
001-549-30-4200	POSTAGE/TRANSPORTATION FEES	$40.50	$100.00	$0.00	$0.00	$100.00	0%
001-549-30-4300	UTILITIES EXPENSE	$3,965.45	$4,500.00	$877.50	$3,086.17	$1,413.83	69%
001-549-30-4400	RENTAL & LEASING	$1,404.27	$1,700.00	$31.20	$1,259.61	$440.39	74%
001-549-30-4600	REPAIR & MAINTENANCE	$1,521.07	$4,500.00	$54.13	$2,084.16	$2,415.84	46%
001-549-30-4900	MISC. EXPENSE & OTHER CURRENT	$0.00	$100.00	$0.00	$0.00	$100.00	0%
001-549-30-4960	BOOT ALLOWANCE	$174.87	$525.00	$0.00	$165.84	$359.16	32%
001-549-30-5100	OFFICE SUPPLIES	$330.72	$800.00	$0.00	$222.84	$577.16	28%
001-549-30-5200	OPERATING SUPPLIES	$23,988.83	$30,000.00	$1,645.01	$15,856.55	$14,143.45	53%
001-549-30-5250	FUEL EXPENSE	$5,447.04	$3,000.00	$309.36	$2,272.69	$727.31	76%
001-549-30-5400	SUBSCRIPTIONS/DUES	$1,658.00	$3,000.00	$0.00	$150.00	$2,850.00	5%
001-549-30-5500	TRAINING	$1,259.00	$2,500.00	$0.00	$250.00	$2,250.00	10%
001-549-60-6400	CAP. IMPROVEMENTS-MACHINERY/EQUIP	$18,673.00	$78,000.00	$0.00	$23,626.15	$54,373.85	30%
	549 Total	**$311,557.48**	**$416,975.00**	**$24,187.95**	**$251,129.75**	**$165,845.25**	**60%**
001-572-00-0000	PARKS & RECREATION:	$0.00	$0.00	$0.00	$0.00	$0.00	0%
001-572-10-1200	SALARIES	$350,731.96	$552,900.00	$32,635.34	$300,532.80	$252,367.20	54%

CITY OF WILDWOOD

YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING 06 27 2022

Expend Account	*Description*	*Prior Yr Expd*	*Budgeted*	*Curr Expd*	*YTD Expd*	*Balance*	*% Expd*
001-572-10-1250	ON CALL	$3,900.00	$3,500.00	$300.00	$2,850.00	$650.00	81%
001-572-10-1300	OVERTIME	$7,000.26	$2,000.00	$1,145.50	$9,570.54	-$7,570.54	479%
001-572-10-1500	SICK LEAVE	$10,238.80	$0.00	$1,680.24	$14,300.29	-$14,300.29	0%
001-572-10-1600	VACATION PAY	$16,096.42	$0.00	$2,161.34	$18,182.82	-$18,182.82	0%
001-572-10-1800	HOLIDAY PAY	$13,699.18	$0.00	$1,824.82	$11,613.61	-$11,613.61	0%
001-572-10-1820	HOLIDAY PREMIUM	$50.40	$0.00	$0.00	$166.00	-$166.00	0%
001-572-10-2100	FICA EXPENSE	$30,731.13	$42,720.00	$3,040.64	$27,327.45	$15,392.55	64%
001-572-10-2200	RETIREMENT	$39,714.79	$60,420.00	$4,084.77	$37,246.64	$23,173.36	62%
001-572-10-2300	LIFE & HEALTH INSURANCE	$56,806.68	$91,440.00	$6,783.28	$57,732.30	$33,707.70	63%
001-572-10-2500	UNEMPLOYMENT COMPENSATION	$1,402.94	$0.00	$0.00	$37.41	-$37.41	0%
001-572-10-2600	WORKERS COMPENSATION INSURANCE	$4,954.53	$6,000.00	$399.23	$5,358.78	$641.22	89%
001-572-30-3100	PROFESSIONAL SERVICES	$9,017.03	$11,750.00	$4,063.23	$6,959.08	$4,790.92	59%
001-572-30-3400	OTHER CONTRACTUAL SERVICES	$82,229.12	$164,500.00	$2,269.68	$69,015.93	$95,484.07	42%
001-572-30-3450	CLOTHING AND UNIFORMS	$2,447.04	$6,650.00	$21.68	$1,175.46	$5,474.54	18%
001-572-30-4000	TRAVEL & PER DIEM	$562.19	$3,300.00	$0.00	$0.00	$3,300.00	0%
001-572-30-4100	TELEPHONE EXPENSE	$14,954.00	$12,300.00	$559.77	$11,493.31	$806.69	93%
001-572-30-4110	IT LICENSING / EQUIPMENT	$11,565.64	$30,300.00	$4,620.00	$16,409.11	$13,890.89	54%
001-572-30-4150	ADVERTISING AND PROMOTIONS	$1,635.43	$12,000.00	$2,554.00	$13,243.15	-$1,243.15	110%
001-572-30-4200	POSTAGE/TRANSPORTATION FEES	$0.51	$100.00	$6.36	$6.36	$93.64	6%
001-572-30-4300	UTILITIES EXPENSE	$13,662.04	$13,200.00	$1,382.50	$8,535.64	$4,664.36	65%
001-572-30-4400	RENTAL & LEASING	$6,513.27	$12,000.00	$500.90	$3,475.95	$8,524.05	29%
001-572-30-4600	REPAIR & MAINTENANCE	$35,810.06	$68,000.00	$587.05	$15,257.30	$52,742.70	22%
001-572-30-4601	REPAIR & MAINTENANCE - BUILDINGS	$3,980.85	$16,500.00	$0.00	$2,955.18	$13,544.82	18%
001-572-30-4610	BAKER HOUSE MAINTENANCE	$2,383.41	$10,000.00	$18.97	$2,433.91	$7,566.09	24%
001-572-30-4620	BAKER HOUSE OPERATIONS-OTHER MISC.	$9,237.80	$7,070.00	$138.73	$5,548.25	$1,521.75	78%
001-572-30-4630	BAKER HOUSE SPECIAL EVENTS	$2,206.81	$10,000.00	$0.00	$2,379.27	$7,620.73	24%
001-572-30-4900	MISC. EXPENSE & OTHER CURRENT	$260.99	$5,000.00	$0.00	$777.87	$4,222.13	16%
001-572-30-4910	SPECIAL EVENTS	$68,700.41	$123,400.00	$6,064.83	$104,300.15	$19,099.85	85%

CITY OF WILDWOOD

YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING 06 27 2022

Expend Account	*Description*	*Prior Yr Expd*	*Budgeted*	*Curr Expd*	*YTD Expd*	*Balance*	*% Expd*
001-572-30-4915	PROGRAMS, ACTIVITIES & LEAGUES	$70,419.97	$89,060.00	$14,284.18	$51,253.93	$37,806.07	58%
001-572-30-4920	SUMMER RECREATION PROGRAM	$12,310.03	$24,500.00	$792.25	$1,196.32	$23,303.68	5%
001-572-30-4960	BOOT ALLOWANCE	$560.48	$1,575.00	$350.00	$824.58	$750.42	52%
001-572-30-5100	OFFICE SUPPLIES	$1,163.33	$2,000.00	$315.50	$1,613.72	$386.28	81%
001-572-30-5200	OPERATING SUPPLIES	$38,013.01	$72,000.00	$5,996.34	$38,005.99	$33,994.01	53%
001-572-30-5250	FUEL EXPENSE	$16,532.17	$25,000.00	$2,344.83	$13,530.43	$11,469.57	54%
001-572-30-5280	LANDSCAPING	$13,133.42	$50,000.00	$4,872.25	$20,583.22	$29,416.78	41%
001-572-30-5400	SUBSCRIPTIONS/DUES	$1,921.30	$2,610.00	$0.00	$330.10	$2,279.90	13%
001-572-30-5500	TRAINING	$1,713.48	$8,500.00	$0.00	$3,355.00	$5,145.00	39%
001-572-60-6300	CAPITAL IMPROVEMENT-OTHER	$5,150.00	$10,000.00	$0.00	$12,798.65	-$2,798.65	128%
001-572-60-6351	MLK PARK PROJECT	$2,012.18	$316,000.00	$0.00	$815.10	$315,184.90	0%
001-572-60-6360	MILLENNIUM PARK PROJECT	$74,535.00	$0.00	$0.00	$0.00	$0.00	0%
001-572-60-6400	CAP. IMPROVEMENT-MACHINERY	$62,147.76	$192,000.00	$0.00	$47,131.00	$144,869.00	25%
	572 Total	**$1,100,105.82**	**$2,058,295.00**	**$105,798.21**	**$940,322.60**	**$1,117,972.40**	**46%**
001-575-00-0000	COMMUNITY CENTER:	$0.00	$0.00	$0.00	$0.00	$0.00	0%
001-575-10-1200	SALARIES	$463.28	$32,860.00	$2,550.51	$3,272.40	$29,587.60	10%
001-575-10-2100	FICA EXPENSE	$35.43	$2,520.00	$195.11	$250.33	$2,269.67	10%
001-575-10-2200	RETIREMENT	$46.33	$3,560.00	$275.96	$354.06	$3,205.94	10%
001-575-10-2300	LIFE & HEALTH INSURANCE	$6.25	$200.00	$0.00	$0.00	$200.00	0%
001-575-30-3100	PROFESSIONAL SERVICES	$2,242.56	$3,000.00	$0.00	$700.00	$2,300.00	23%
001-575-30-3400	OTHER CONTRACTUAL SERVICES	$2,736.83	$8,440.00	$45.00	$514.70	$7,925.30	6%
001-575-30-3450	CLOTHING AND UNIFORMS	$730.24	$400.00	$0.00	$220.48	$179.52	55%
001-575-30-4100	TELEPHONE EXPENSE	$4,321.39	$6,680.00	$238.11	$2,140.39	$4,539.61	32%
001-575-30-4200	POSTAGE/TRANSPORTATION FEES	$18.50	$100.00	$5.83	$5.83	$94.17	6%
001-575-30-4300	UTILITIES EXPENSE	$34,259.05	$24,750.00	$4,381.61	$25,928.93	-$1,178.93	105%
001-575-30-4400	RENTAL & LEASING	$2,046.97	$2,600.00	$64.70	$1,669.33	$930.67	64%
001-575-30-4600	REPAIR & MAINTENANCE	$25,997.88	$32,000.00	$290.34	$9,374.21	$22,625.79	29%
001-575-30-4900	MISC. EXPENSE & OTHER CURRENT	$326.35	$0.00	$0.00	$0.00	$0.00	0%

CITY OF WILDWOOD

YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING 06 27 2022

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Balance	% Expd
001-575-30-5100	OFFICE SUPPLIES	$712.70	$500.00	$0.00	$240.36	$259.64	48%
001-575-30-5200	OPERATING SUPPLIES	$15,077.32	$17,000.00	$94.34	$5,873.95	$11,126.05	35%
001-575-30-5400	SUBSCRIPTIONS/DUES	$100.00	$0.00	$0.00	$75.00	-$75.00	0%
001-575-60-6200	CAP. IMPROVEMENT-BUILDINGS	$0.00	$30,000.00	$0.00	$0.00	$30,000.00	0%
	575 Total	**$89,121.08**	**$164,610.00**	**$8,141.51**	**$50,619.97**	**$113,990.03**	**31%**
001-580-90-9901	CONTINGENCY RESERVE-GEN FUND	$0.00	$4,034,340.00	$0.00	$0.00	$4,034,340.00	0%
001-581-00-1040	TRANSFER TO EXPANDED CRA	$156,812.00	$185,870.00	$185,870.00	$185,870.00	$0.00	100%
001-581-90-3010	TRANSFER TO CAPITAL PROJECT FUND	$0.00	$10,750,000.00	$3,500,000.00	$7,900,000.00	$2,850,000.00	73%
	581 Total	**$156,812.00**	**$10,935,870.00**	**$3,685,870.00**	**$8,085,870.00**	**$2,850,000.00**	**74%**
	GENERAL FUND Expend Total	**$14,100,805.60**	**$30,436,800.00**	**$4,564,933.37**	**$17,057,087.29**	**$13,379,712.71**	**56%**

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	% Real
101-361-1350	INTEREST EARNED	$0.00	$200.00	$23.91	$150.69	75%
101-364-1000	CEMETERY LOT SALES	$1,050.00	$2,100.00	$0.00	$2,100.00	100%
101-366-1350	CONTRIBUTIONS/DUES	$1,950.00	$2,000.00	$0.00	$1,460.00	73%
101-366-1360	GRAVE OPENING PERMITS	$1,800.00	$600.00	$0.00	$450.00	75%
101-369-0000	OTHER MISCELLANEOUS REVENUE	$0.00	$100.00	$0.00	$0.00	0%
	CEMETERY FUND Revenue Total	**$4,800.00**	**$5,000.00**	**$23.91**	**$4,160.69**	**83%**

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Balance	% Expd
101-569-00-0000	GREENWOOD CEMETERY:	$0.00	$0.00	$0.00	$0.00	$0.00	0%
101-569-30-3100	PROFESSIONAL SERVICES	$0.00	$200.00	$0.00	$0.00	$200.00	0%
101-569-30-4600	REPAIR & MAINTENANCE	$0.00	$500.00	$0.00	$0.00	$500.00	0%
101-569-30-4900	MISC. EXPENSE & OTHER CURRENT	$72.30	$200.00	$0.00	$61.37	$138.63	31%
101-569-30-5200	OPERATING SUPPLIES	$0.00	$100.00	$0.00	$0.00	$100.00	0%
	569 Total	**$72.30**	**$1,000.00**	**$0.00**	**$61.37**	**$938.63**	**6%**
101-580-90-9999	CONTINGENCY	$0.00	$55,700.00	$0.00	$0.00	$55,700.00	0%
	CEMETERY FUND Expend Total	**$72.30**	**$56,700.00**	**$0.00**	**$61.37**	**$56,638.63**	**0%**

CITY OF WILDWOOD

YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING 06 27 2022

6/22/2022
4:36 PM

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Balance	% Expd

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	% Real
104-361-0000	INTEREST	$271.54	$0.00	$461.34	$769.63	0%
104-369-9000	TAX INCREMENT FINANCING - SUM CTY	$219,900.00	$250,000.00	$0.00	$370,479.00	148%
104-382-0010	TRANSFER FROM GENERAL	$156,812.00	$185,870.00	$185,870.00	$185,870.00	100%
COMMUNITY REDEVELOPMENT Revenue Total		**$376,983.54**	**$435,870.00**	**$186,331.34**	**$557,118.63**	**128%**

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Balance	% Expd
104-550-00-0000	COMM REDEVELOPMENT DEPT.:	$0.00	$0.00	$0.00	$0.00	$0.00	0%
104-550-10-1200	SALARIES	$33,254.53	$35,910.00	$2,405.12	$24,223.03	$11,686.97	67%
104-550-10-1500	SICK LEAVE	$1,379.11	$0.00	$0.00	$448.98	-$448.98	0%
104-550-10-1600	VACATION PAY	$525.77	$0.00	$450.96	$1,091.02	-$1,091.02	0%
104-550-10-1800	HOLIDAY PAY	$1,327.57	$0.00	$150.32	$964.94	-$964.94	0%
104-550-10-2100	FICA EXPENSE	$2,791.17	$2,750.00	$230.00	$2,044.58	$705.42	74%
104-550-10-2200	RETIREMENT	$4,982.43	$3,890.00	$325.30	$2,891.97	$998.03	74%
104-550-10-2300	LIFE & HEALTH INSURANCE	$3,577.41	$3,600.00	$320.26	$2,882.07	$717.93	80%
104-550-30-3100	PROFESSIONAL SERVICES	$0.00	$70,000.00	$525.00	$4,775.00	$65,225.00	7%
104-550-30-4000	TRAVEL & PER DIEM	$0.00	$500.00	$0.00	$0.00	$500.00	0%
104-550-30-4100	TELEPHONE EXPENSE	$14.11	$200.00	$0.00	$0.00	$200.00	0%
104-550-30-4200	POSTAGE/TRANSPORTATION FEES	$0.00	$0.00	$0.00	$0.00	$0.00	0%
104-550-30-4600	REPAIR & MAINTENANCE	$0.00	$0.00	$0.00	$0.00	$0.00	0%
104-550-30-4900	MISC. EXPENSE & OTHER CURRENT	$0.00	$0.00	$0.00	$0.00	$0.00	0%
104-550-30-5100	OFFICE SUPPLIES	$0.00	$0.00	$0.00	$0.00	$0.00	0%
104-550-30-5200	OPERATING SUPPLIES	$0.00	$0.00	$0.00	$0.00	$0.00	0%
104-550-30-5400	SUBSCRIPTIONS/DUES	$175.00	$175.00	$0.00	$175.00	$0.00	100%
104-550-30-5500	TRAINING	$0.00	$3,550.00	$0.00	$0.00	$3,550.00	0%
104-550-60-6330	FACADE IMPROVEMENT GRANT	$0.00	$50,000.00	$0.00	$0.00	$50,000.00	0%
104-550-70-7301	ENTRANCE SIGNS TO CITY	$0.00	$0.00	$0.00	$0.00	$0.00	0%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Balance	% Expd
104-550-70-7303	DEMOLITIONS	$0.00	$20,000.00	$0.00	$0.00	$20,000.00	0%
104-550-70-7304	PAINTING GRANTS TO BUSINESSES	$0.00	$0.00	$0.00	$0.00	$0.00	0%
104-550-70-7306	CODE ENFORCEMENT PROJECTS	$0.00	$0.00	$0.00	$0.00	$0.00	0%
104-550-70-7307	MISC. OTHER PROJECTS	$0.00	$100,000.00	$0.00	$36,128.62	$63,871.38	36%
104-550-70-7308	DOWNTOWN PARKING IMPROVEMENTS	$0.00	$140,000.00	$0.00	$12,404.15	$127,595.85	9%
	550 Total	**$48,027.10**	**$430,575.00**	**$4,406.96**	**$88,029.36**	**$342,545.64**	**20%**
104-580-90-9904	CONTINGENCY - CRA DISTRICT	$0.00	$659,295.00	$0.00	$0.00	$659,295.00	0%
	COMMUNITY REDEVELOPMENT Expend Total	**$48,027.10**	**$1,089,870.00**	**$4,406.96**	**$88,029.36**	**$1,001,840.64**	**8%**

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	% Real
105-361-0000	INTEREST	$0.00	$100.00	$5.17	$5.17	5%
105-369-0058	DONATIONS	$2,530.72	$15,000.00	$0.00	$14,328.00	96%
	BAKER HOUSE Revenue Total	**$2,530.72**	**$15,100.00**	**$5.17**	**$14,333.17**	**95%**

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Balance	% Expd
105-576-00-0000	BAKER HOUSE DEPARTMENT:	$0.00	$0.00	$0.00	$0.00	$0.00	0%
105-576-30-4620	BAKER HOUSE OPERATIONS	$128.24	$15,000.00	$0.00	$103.38	$14,896.62	1%
	576 Total	**$128.24**	**$15,000.00**	**$0.00**	**$103.38**	**$14,896.62**	**1%**
105-580-90-9910	CONTINGENCY - BAKER HOUSE	$0.00	$12,600.00	$0.00	$0.00	$12,600.00	0%
	BAKER HOUSE Expend Total	**$128.24**	**$27,600.00**	**$0.00**	**$103.38**	**$27,496.62**	**0%**

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Balance	% Expd
106-577-00-0000	WILDWOOD AREA HISTORICAL ASSN	$0.00	$0.00	$0.00	$0.00	$0.00	0%
106-580-90-9911	CONTINGENCY - HISTORICAL ACCT	$0.00	$45.00	$0.00	$0.00	$45.00	0%
	WILDWOOD AREA HISTORICAL ASSOCIATIO Expend Total	**$0.00**	**$45.00**	**$0.00**	**$0.00**	**$45.00**	**0%**

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	% Real
107-341-3004	RECREATION IMPACT FEES	$258,842.52	$225,000.00	$1,375.18	$195,409.70	87%

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	% Real
107-361-0000	INTEREST	$179.71	$0.00	$153.21	$229.22	0%
107-389-5004	CASH FORWARD - P & R IMPACT FEE	$0.00	$80,000.00	$0.00	$0.00	0%
	RECREATION IMPACT FEES Revenue Total	**$259,022.23**	**$305,000.00**	**$1,528.39**	**$195,638.92**	**64%**

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Balance	% Expd
107-572-00-0000	RECREATION IMPACT FEES:	$0.00	$0.00	$0.00	$0.00	$0.00	0%
107-572-30-4900	MISC. EXPENSE & OTHER CURRENT	$2.62	$0.00	$0.00	$4.80	-$4.80	0%
107-572-60-6100	CAP. IMPROVEMENT - LAND	$620,060.76	$0.00	$0.00	$0.00	$0.00	0%
	572 Total	**$620,063.38**	**$0.00**	**$0.00**	**$4.80**	**-$4.80**	**0%**
107-580-90-9903	CONTINGENCY - P&R IMPACT FEES	$0.00	$305,000.00	$0.00	$0.00	$305,000.00	0%
	RECREATION IMPACT FEES Expend Total	**$620,063.38**	**$305,000.00**	**$0.00**	**$4.80**	**$304,995.20**	**0%**

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	% Real
108-341-3001	LAW ENFORCEMENT IMPACT FEES	$1,342,321.32	$1,100,000.00	$92,469.68	$1,070,377.89	97%
108-361-0000	INTEREST	$94.21	$0.00	$0.00	$99.97	0%
108-389-5002	CASH FORWARD - POLICE IMPACT FEE	$0.00	$790,000.00	$0.00	$0.00	0%
	LAW ENFORCEMENT IMPACT FEES Revenue Total	**$1,342,415.53**	**$1,890,000.00**	**$92,469.68**	**$1,070,477.86**	**57%**

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Balance	% Expd
108-521-00-0000	LAW ENFORCEMENT IMPACT FEES:	$0.00	$0.00	$0.00	$0.00	$0.00	0%
108-521-30-4900	MISC. EXPENSE & OTHER CURRENT	$380.45	$0.00	$0.00	$259.39	-$259.39	0%
108-521-60-6400	CAP. IMPROVEMENT- MACHINERY & EQUIPMEN	$197,749.99	$315,000.00	$14,995.00	$167,117.49	$147,882.51	53%
108-521-70-9105	TRANSFER TO GENERAL FUND - LOAN PAYMEN	$532,080.00	$412,800.00	$412,800.00	$412,800.00	$0.00	100%
	521 Total	**$730,210.44**	**$727,800.00**	**$427,795.00**	**$580,176.88**	**$147,623.12**	**80%**
108-580-90-9902	CONTINGENCY -LAW ENFORCEMENT IMPACT F	$0.00	$1,162,200.00	$0.00	$0.00	$1,162,200.00	0%
	LAW ENFORCEMENT IMPACT FEES Expend Total	**$730,210.44**	**$1,890,000.00**	**$427,795.00**	**$580,176.88**	**$1,309,823.12**	**31%**

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Balance	% Expd

301-500-00-0000	CAPITAL IMPROVEMENT FUND	$0.00	$0.00	$0.00	$0.00	$0.00	0%
301-513-60-6201	CITY HALL HVAC PROJECT	$0.00	$450,000.00	$675.00	$89,803.50	$360,196.50	20%
301-516-60-6301	DOWNTOWN MASTER PLAN PROJECTS	$0.00	$500,000.00	$7,819.19	$30,339.92	$469,660.08	6%
301-516-60-6302	CITY PARKING FACILITIES REHAB	$0.00	$20,000.00	$0.00	$6,751.45	$13,248.55	34%
301-516-60-6303	CITY SIGN AT TRAILWINDS	$0.00	$165,000.00	$0.00	$166,849.00	-$1,849.00	101%
	516 Total	**$0.00**	**$685,000.00**	**$7,819.19**	**$203,940.37**	**$481,059.63**	**30%**
301-541-60-6101	DRAINAGE PROJECT LAND ACQUISITION	$0.00	$100,000.00	$0.00	$2,547.17	$97,452.83	3%
301-541-60-6201	PW BUILDING METAL ROOF REHAB	$0.00	$155,000.00	$0.00	$98,082.26	$56,917.74	63%
301-541-60-6202	MUNICIPAL SERVICES COMPLEX PROJECT	$0.00	$3,640,000.00	$649,475.99	$2,592,531.91	$1,047,468.09	71%
301-541-60-6301	PLEASANTDALE REHAB	$0.00	$890,000.00	$0.00	$18,725.00	$871,275.00	2%
301-541-60-6302	BARWICK REHAB	$0.00	$890,000.00	$0.00	$61,496.90	$828,503.10	7%
301-541-60-6303	OAK GROVE VILLAGE DRAINAGE IMPROVEMEN	$0.00	$50,000.00	$0.00	$0.00	$50,000.00	0%
301-541-60-6304	PW PARKING FACILITIES REHAB	$0.00	$19,500.00	$18,898.35	$18,898.35	$601.65	97%
301-541-60-6305	PAVEMENT PRESERVATION PLAN	$0.00	$800,000.00	$0.00	$251,757.40	$548,242.60	31%
301-541-60-6306	CLAY DRAIN ROAD DESIGN	$0.00	$337,500.00	$0.00	$5,425.00	$332,075.00	2%
	541 Total	**$0.00**	**$6,882,000.00**	**$668,374.34**	**$3,049,463.99**	**$3,832,536.01**	**44%**
301-572-60-6201	MLK PARK CONCESSION STAND/RESTROOMS	$0.00	$200,000.00	$0.00	$17.09	$199,982.91	0%
301-572-60-6202	BAKER HOUSE RESTROOMS	$0.00	$100,000.00	$5,000.00	$25,453.15	$74,546.85	25%
301-572-60-6203	LAKE DEATON RESTROOMS	$0.00	$150,000.00	$8,982.36	$109,301.64	$40,698.36	73%
301-572-60-6204	MILLENNIUM PARK STORAGE BARN	$0.00	$25,000.00	$0.00	$0.00	$25,000.00	0%
301-572-60-6301	LAKE DEATON PARKING FACILITIES REHAB	$0.00	$12,000.00	$10,213.15	$10,213.15	$1,786.85	85%
301-572-60-6302	MILLENNIUM PARK PHASE I IMPROVEMENTS	$0.00	$2,638,000.00	$0.00	$85,785.00	$2,552,215.00	3%
	572 Total	**$0.00**	**$3,125,000.00**	**$24,195.51**	**$230,770.03**	**$2,894,229.97**	**7%**
301-575-60-6301	COMMUNITY CENTER PARKING REHAB	$0.00	$23,000.00	$0.00	$21,834.35	$1,165.65	95%
	CAPITAL IMPROVEMENT FUND Expend Total	**$0.00**	**$11,165,000.00**	**$701,064.04**	**$3,595,812.24**	**$7,569,187.76**	**32%**

Revenue Account	*Description*	*Prior Yr Rev*	*Anticipated*	*Curr Rev*	*YTD Rev*	*% Real*
401-343-3100	WATER SALES-OPERATING INCOME	$2,827,242.24	$2,840,000.00	$0.00	$2,005,424.83	71%
401-343-3151	DEVELOPER OPERATIONAL REVENUE	$230,000.00	$0.00	$0.00	$0.00	0%

CITY OF WILDWOOD

YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING 06 27 2022

Revenue Account	*Description*	*Prior Yr Rev*	*Anticipated*	*Curr Rev*	*YTD Rev*	*% Real*
401-343-3500	WATER- METER INSTALLATIONS	$221,276.81	$40,000.00	$4,132.38	$97,633.13	244%
401-343-3510	WATER- OTHER (ON/OFF FEES)	$39,983.80	$30,000.00	$0.00	$26,245.00	87%
401-343-3520	WATER INCOME-OTHER	$16,292.94	$10,000.00	$0.00	$9,567.71	96%
401-343-3550	WATER UTILITY TAX	$3.43	$0.00	-$9,712.61	$0.00	0%
401-343-4151	RE-ROUTE FEE	$0.00	$0.00	$0.00	-$28.75	0%
401-343-5100	SEWER OPERATING INCOME-BILLINGS	$4,186,474.03	$4,230,000.00	$0.00	$2,991,057.32	71%
401-343-5510	SEWER OTHER MISC	$0.00	$12,000.00	$0.00	$0.00	0%
401-343-5511	LAND LEASE-TURTLE MOUNT(TOWER)	$16,715.50	$12,000.00	$0.00	$11,828.00	99%
401-343-5520	TSS/COD WASTEWATER FEES	$840,947.88	$800,000.00	$0.00	$524,441.03	66%
401-343-6100	REUSE WATER OPERATIONS	$73,205.80	$50,000.00	$0.00	$82,717.45	165%
401-361-0000	INTEREST EARNINGS	$6,143.65	$5,000.00	$5,967.25	$10,588.98	212%
401-381-1007	TRANSFER FROM 2013 DEBT REFI CONST FUN	$261,250.00	$0.00	$0.00	$0.00	0%
401-381-1009	TRANSFER FROM WATER TIE FEE FUND	$31.24	$0.00	$0.00	$0.00	0%
401-381-1010	TRANSFER FROM SEWER TIE FEE FUND	$2.50	$0.00	$0.00	$0.00	0%
401-381-1011	TRANSFER FROM WATER SDC FUND	$139,050.49	$0.00	$0.00	$0.00	0%
401-381-1014	TRANSFER FROM SEWER SDC FUND	$262,301.61	$0.00	$0.00	$0.00	0%
	UTILITY FUND Revenue Total	**$9,120,921.92**	**$8,029,000.00**	**$387.02**	**$5,759,474.70**	**72%**

Expend Account	*Description*	*Prior Yr Expd*	*Budgeted*	*Curr Expd*	*YTD Expd*	*Balance*	*% Expd*
401-530-00-0000	PHYSICAL ENVIRONMENT/ADMIN:	$0.00	$0.00	$0.00	$0.00	$0.00	0%
401-530-10-1200	SALARIES	$142,215.81	$147,580.00	$9,438.85	$90,669.27	$56,910.73	61%
401-530-10-1300	OVERTIME	$10.07	$1,000.00	$0.00	$0.00	$1,000.00	0%
401-530-10-1500	SICK LEAVE	$9,745.40	$0.00	$230.77	$4,329.20	-$4,329.20	0%
401-530-10-1600	VACATION PAY	$6,110.71	$0.00	$1,149.52	$6,768.62	-$6,768.62	0%
401-530-10-1800	HOLIDAY PAY	$5,809.05	$0.00	$569.42	$4,270.94	-$4,270.94	0%
401-530-10-2100	FICA EXPENSE	$11,088.63	$11,370.00	$869.68	$8,097.52	$3,272.48	71%
401-530-10-2200	RETIREMENT	$14,823.70	$15,930.00	$1,232.24	$11,491.34	$4,438.66	72%
401-530-10-2210	BENEFIT ADMIN FEES	$0.00	$0.00	$0.00	$36.00	-$36.00	0%

CITY OF WILDWOOD

YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING 06 27 2022

6/22/2022
4:36 PM

Expend Account	*Description*	*Prior Yr Expd*	*Budgeted*	*Curr Expd*	*YTD Expd*	*Balance*	*% Expd*
401-530-10-2300	LIFE & HEALTH INSURANCE	$34,462.49	$30,480.00	$2,437.50	$22,837.50	$7,642.50	75%
401-530-10-2500	UNEMPLOYMENT COMPENSATION	$0.00	$1,500.00	$0.00	$0.00	$1,500.00	0%
401-530-10-2600	WORKERS COMPENSATION INSURANCE	$825.70	$1,000.00	$66.54	$893.14	$106.86	89%
401-530-30-3100	PROFESSIONAL SERVICES	$4,263.78	$1,000.00	$0.00	$772.50	$227.50	77%
401-530-30-3200	ACCOUNTING & AUDITING FEES	$18,000.00	$15,000.00	$0.00	$7,500.00	$7,500.00	50%
401-530-30-3400	OTHER CONTRACTUAL SERVICES	$15,836.37	$22,120.00	$41.00	$6,966.14	$15,153.86	31%
401-530-30-4000	TRAVEL & PER DIEM	$0.00	$1,000.00	$0.00	$0.00	$1,000.00	0%
401-530-30-4100	TELEPHONE EXPENSE	$5,442.66	$2,300.00	$189.58	$3,173.95	-$873.95	138%
401-530-30-4110	IT LICENSING / EQUIPMENT	$6,523.23	$26,300.00	$257.25	$14,294.28	$12,005.72	54%
401-530-30-4200	POSTAGE/TRANSPORTATION FEES	$23,762.80	$30,000.00	$30.99	$16,455.55	$13,544.45	55%
401-530-30-4300	UTILITIES EXPENSE	$8,655.07	$9,800.00	$1,448.59	$10,336.35	-$536.35	105%
401-530-30-4400	RENTAL & LEASING	$2,902.97	$3,100.00	$396.23	$2,209.93	$890.07	71%
401-530-30-4500	GENERAL INSURANCE	$106,249.00	$145,000.00	$429.30	$144,674.80	$325.20	100%
401-530-30-4600	REPAIR & MAINTENANCE	$15,286.01	$18,100.00	$929.49	$8,192.11	$9,907.89	45%
401-530-30-4900	MISC. EXPENSE & OTHER CURRENT	$14,607.43	$15,000.00	$0.00	$12,801.36	$2,198.64	85%
401-530-30-5100	OFFICE SUPPLIES	$811.47	$2,500.00	$45.70	$609.83	$1,890.17	24%
401-530-30-5200	OPERATING SUPPLIES	$3,330.16	$4,200.00	$123.37	$3,132.45	$1,067.55	75%
401-530-30-5400	SUBSCRIPTIONS/DUES	$37.50	$500.00	$0.00	$37.50	$462.50	8%
401-530-30-5500	TRAINING	$702.00	$3,000.00	$0.00	$2,106.00	$894.00	70%
401-530-60-6300	CAPITAL IMPROVEMENT-OTHER	$11,520.00	$0.00	$0.00	$0.00	$0.00	0%
	530 Total	**$463,022.01**	**$507,780.00**	**$19,886.02**	**$382,656.28**	**$125,123.72**	**75%**
401-533-00-0000	WATER DEPARTMENT:	$0.00	$0.00	$0.00	$0.00	$0.00	0%
401-533-10-1200	SALARIES	$483,843.54	$692,220.00	$43,023.14	$399,009.34	$293,210.66	58%
401-533-10-1250	ON CALL	$7,800.00	$7,800.00	$600.00	$5,850.00	$1,950.00	75%
401-533-10-1300	OVERTIME	$9,996.72	$20,000.00	$460.16	$4,591.85	$15,408.15	23%
401-533-10-1500	SICK LEAVE	$14,909.29	$0.00	$1,842.38	$12,075.88	-$12,075.88	0%
401-533-10-1600	VACATION PAY	$29,671.04	$0.00	$1,820.44	$18,249.67	-$18,249.67	0%
401-533-10-1800	HOLIDAY PAY	$18,383.27	$0.00	$2,518.54	$16,297.51	-$16,297.51	0%

CITY OF WILDWOOD

YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING 06 27 2022

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Balance	% Expd
401-533-10-1820	HOLIDAY PREMIUM	$3,387.04	$5,000.00	$358.59	$2,330.63	$2,669.37	47%
401-533-10-2100	FICA EXPENSE	$43,451.31	$55,470.00	$3,872.66	$35,067.71	$20,402.29	63%
401-533-10-2200	RETIREMENT	-$53,195.44	$78,450.00	$5,477.41	$49,678.14	$28,771.86	63%
401-533-10-2210	BENEFIT ADMIN FEES	$0.00	$0.00	$0.00	$135.00	-$135.00	0%
401-533-10-2300	LIFE & HEALTH INSURANCE	$85,605.52	$121,920.00	$7,081.08	$65,929.12	$55,990.88	54%
401-533-10-2500	UNEMPLOYMENT COMPENSATION	$695.90	$2,500.00	$0.00	$0.00	$2,500.00	0%
401-533-10-2600	WORKERS COMPENSATION INSURANCE	$12,386.27	$15,000.00	$998.07	$13,396.92	$1,603.08	89%
401-533-30-3100	PROFESSIONAL SERVICES	$41,045.81	$125,000.00	$30,175.00	$62,138.68	$62,861.32	50%
401-533-30-3400	OTHER CONTRACTUAL SERVICES	$48,196.61	$133,000.00	$693.44	$38,205.71	$94,794.29	29%
401-533-30-3450	CLOTHING AND UNIFORMS	$7,203.34	$11,000.00	$728.21	$3,727.49	$7,272.51	34%
401-533-30-4000	TRAVEL & PER DIEM	$4,338.71	$4,500.00	$0.00	$2,161.30	$2,338.70	48%
401-533-30-4100	TELEPHONE EXPENSE	$33,834.29	$30,000.00	$1,956.69	$21,179.15	$8,820.85	71%
401-533-30-4110	IT LICENSING / EQUIPMENT	$9,594.34	$44,500.00	$150.00	$5,915.83	$38,584.17	13%
401-533-30-4200	POSTAGE/TRANSPORTATION FEES	$1,357.21	$1,500.00	$1,910.08	$2,015.54	-$515.54	134%
401-533-30-4300	UTILITIES EXPENSE	$118,782.93	$120,000.00	$13,205.90	$87,390.08	$32,609.92	73%
401-533-30-4400	RENTAL & LEASING	$9,381.15	$9,000.00	$642.56	$5,940.64	$3,059.36	66%
401-533-30-4600	REPAIR & MAINTENANCE	$84,920.77	$80,000.00	$4,812.40	$89,863.68	-$9,863.68	112%
401-533-30-4900	MISC. EXPENSE & OTHER CURRENT	$4,956.05	$7,500.00	$0.00	$0.00	$7,500.00	0%
401-533-30-4960	BOOT ALLOWANCE	$349.54	$1,750.00	$0.00	$674.79	$1,075.21	39%
401-533-30-5100	OFFICE SUPPLIES	$3,409.89	$4,000.00	$334.38	$2,711.91	$1,288.09	68%
401-533-30-5200	OPERATING SUPPLIES	$244,870.47	$227,000.00	$32,565.37	$221,853.19	$5,146.81	98%
401-533-30-5250	FUEL EXPENSE	$33,988.43	$25,000.00	$4,858.36	$31,033.75	-$6,033.75	124%
401-533-30-5260	CHEMICALS	$141,438.72	$175,000.00	$11,343.28	$136,225.11	$38,774.89	78%
401-533-30-5270	LABORATORY SAMPLES	$17,165.00	$50,000.00	$695.00	$10,935.00	$39,065.00	22%
401-533-30-5400	SUBSCRIPTIONS/DUES	$6,073.96	$12,000.00	$0.00	$1,255.00	$10,745.00	10%
401-533-30-5500	TRAINING	$3,814.52	$7,600.00	$0.00	$2,493.09	$5,106.91	33%
401-533-60-6200	CAP. IMPROVEMENT-BUILDINGS	$0.00	$168,000.00	$86,387.00	$109,685.00	$58,315.00	65%
401-533-60-6300	CAPITAL IMPROVEMENT-OTHER	$70,508.64	$190,000.00	$0.00	$47,216.00	$142,784.00	25%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Balance	% Expd
401-533-60-6301	METER CHANGE OUT PROGRAM	$99,889.04	$100,000.00	$0.00	$0.00	$100,000.00	0%
401-533-60-6350	LOOP/UPGRADE WATER MAINS	$120,146.08	$500,000.00	$0.00	$122,750.39	$377,249.61	25%
401-533-60-6400	CAP. IMPROVEMENT-MACHINERY	$4,370.98	$152,350.00	$0.00	$118,778.00	$33,572.00	78%
401-533-60-6681	LEASE PURCHASE PRINCIPAL PMT	$0.00	$17,730.00	$0.00	$0.00	$17,730.00	0%
401-533-60-6691	LEASE PURCHASE INTEREST PMT	$0.00	$3,870.00	$0.00	$0.00	$3,870.00	0%
401-533-70-7310	CR 468 UPGRADE COLEMAN/FENNEY	$0.00	$0.00	$0.00	$0.00	$0.00	0%
401-533-70-7319	CR 209 WATER MAIN EXTENSION	$0.00	$1,500,000.00	$24,270.00	$640,632.56	$859,367.44	43%
	533 Total	**$1,766,570.94**	**$4,698,660.00**	**$282,780.14**	**$2,387,393.66**	**$2,311,266.34**	**51%**
401-535-00-0000	WASTEWATER DEPARTMENT:	$0.00	$0.00	$0.00	$0.00	$0.00	0%
401-535-10-1200	SALARIES	$649,725.71	$885,400.00	$52,832.30	$501,059.59	$384,340.41	57%
401-535-10-1250	ON CALL	$7,875.00	$11,700.00	$900.00	$8,175.00	$3,525.00	70%
401-535-10-1300	OVERTIME	$9,549.87	$20,000.00	$1,016.96	$6,392.16	$13,607.84	32%
401-535-10-1500	SICK LEAVE	$52,133.54	$0.00	$2,145.45	$34,899.19	-$34,899.19	0%
401-535-10-1600	VACATION PAY	$42,603.20	$0.00	$5,982.67	$34,901.58	-$34,901.58	0%
401-535-10-1800	HOLIDAY PAY	$25,316.85	$0.00	$3,431.74	$20,957.49	-$20,957.49	0%
401-535-10-1820	HOLIDAY PREMIUM	$7,360.52	$9,000.00	$918.15	$6,008.13	$2,991.87	67%
401-535-10-2100	FICA EXPENSE	$61,222.47	$70,850.00	$5,142.86	$46,982.11	$23,867.89	66%
401-535-10-2200	RETIREMENT	$84,882.47	$100,210.00	$7,523.09	$68,702.81	$31,507.19	69%
401-535-10-2210	BENEFIT ADMIN FEES	$0.00	$0.00	$0.00	$126.00	-$126.00	0%
401-535-10-2300	LIFE & HEALTH INSURANCE	$111,188.29	$144,780.00	$9,989.57	$92,193.66	$52,586.34	64%
401-535-10-2500	UNEMPLOYMENT COMPENSATION	$5,848.70	$2,500.00	$0.00	$0.00	$2,500.00	0%
401-535-10-2600	WORKERS COMPENSATION INSURANCE	$24,772.64	$30,000.00	$1,996.14	$26,793.74	$3,206.26	89%
401-535-30-3100	PROFESSIONAL SERVICES	$55,239.01	$150,000.00	$50.00	$51,897.67	$98,102.33	35%
401-535-30-3400	OTHER CONTRACTUAL SERVICES	$60,457.78	$125,000.00	$11,019.62	$41,898.83	$83,101.17	34%
401-535-30-3450	CLOTHING AND UNIFORMS	$7,484.72	$11,000.00	$456.58	$5,478.50	$5,521.50	50%
401-535-30-4000	TRAVEL & PER DIEM	$1,780.71	$4,500.00	-$338.24	-$501.36	$5,001.36	-11%
401-535-30-4100	TELEPHONE EXPENSE	$12,733.14	$19,040.00	$362.99	$8,873.64	$10,166.36	47%
401-535-30-4110	IT LICENSING / EQUIPMENT	$14,991.43	$45,100.00	$0.00	$9,622.40	$35,477.60	21%

CITY OF WILDWOOD

YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING 06 27 2022

Expend Account	*Description*	*Prior Yr Expd*	*Budgeted*	*Curr Expd*	*YTD Expd*	*Balance*	*% Expd*
401-535-30-4200	POSTAGE/TRANSPORTATION FEES	$203.88	$1,500.00	$11.29	$324.73	$1,175.27	22%
401-535-30-4300	UTILITIES EXPENSE	$267,478.26	$250,000.00	$26,196.32	$214,380.43	$35,619.57	86%
401-535-30-4400	RENTAL & LEASING	$1,621.81	$2,000.00	$67.29	$1,492.82	$507.18	75%
401-535-30-4600	REPAIR & MAINTENANCE	$234,472.68	$175,000.00	$26,234.63	$232,399.86	-$57,399.86	133%
401-535-30-4900	MISC. EXPENSE & OTHER CURRENT	$2,550.00	$5,000.00	$0.00	$1,740.11	$3,259.89	35%
401-535-30-4940	LANDFILL DISPOSAL FEES	$60,911.36	$96,000.00	$9,576.00	$62,155.33	$33,844.67	65%
401-535-30-4960	BOOT ALLOWANCE	$390.94	$2,800.00	$0.00	$540.71	$2,259.29	19%
401-535-30-5100	OFFICE SUPPLIES	$3,620.31	$4,000.00	$599.07	$3,204.68	$795.32	80%
401-535-30-5200	OPERATING SUPPLIES	$117,989.35	$100,000.00	$4,520.25	$128,505.89	-$28,505.89	129%
401-535-30-5250	FUEL EXPENSE	$31,870.11	$30,000.00	$2,764.07	$23,166.32	$6,833.68	77%
401-535-30-5260	CHEMICALS	$75,149.12	$90,000.00	$6,060.63	$65,239.12	$24,760.88	72%
401-535-30-5270	LABORATORY SAMPLES	$50,472.38	$55,000.00	$0.00	$27,817.88	$27,182.12	51%
401-535-30-5400	SUBSCRIPTIONS/DUES	$1,471.13	$4,000.00	$0.00	$370.00	$3,630.00	9%
401-535-30-5500	TRAINING	$2,996.00	$7,600.00	$0.00	$845.00	$6,755.00	11%
401-535-60-6200	CAP. IMPROVEMENT-BUILDINGS	$0.00	$6,000.00	$0.00	$0.00	$6,000.00	0%
401-535-60-6250	LIFT STATION UPGRADES	$331,041.52	$268,400.00	$0.00	$33,500.00	$234,900.00	12%
401-535-60-6300	CAPITAL IMPROVEMENT-OTHER	$0.00	$331,420.00	$2,590.00	$80,875.64	$250,544.36	24%
401-535-60-6310	MILLENNIUM PARK PROJECT	$0.00	$250,000.00	$0.00	$60,695.00	$189,305.00	24%
401-535-60-6400	CAP. IMPROVEMENT-MACHINERY	$0.00	$315,940.00	$0.00	$33,499.00	$282,441.00	11%
401-535-60-6610	SEWER SYSTEM RENEWAL AND REPLACEMEN	$162,260.14	$500,000.00	$0.00	$26,074.80	$473,925.20	5%
401-535-60-6681	LEASE PURCHASE PRINCIPAL PMT	$0.00	$71,500.00	$0.00	$71,491.17	$8.83	100%
401-535-60-6691	LEASE PURCHASE INTEREST PMT	$17,008.74	$13,200.00	$0.00	$13,107.50	$92.50	99%
401-535-60-6770	SR 44 FM / CCC DECOMMISSIONING	$0.00	$1,500,000.00	$0.00	$410,723.50	$1,089,276.50	27%
401-535-70-7302	BUENA VISTA FORCEMAIN	$77.50	$350,000.00	$0.00	$0.00	$350,000.00	0%
401-535-70-7303	WILDWOOD ESTATES LS	$0.00	$400,000.00	$0.00	$0.00	$400,000.00	0%
	535 Total	**$2,596,751.28**	**$6,458,440.00**	**$182,049.43**	**$2,456,610.63**	**$4,001,829.37**	**38%**
401-580-90-0000	CONTINGENCY:	$0.00	$0.00	$0.00	$0.00	$0.00	0%
401-580-90-9912	CONTIN- WATER SEWER-REFUSE	$0.00	$4,014,630.00	$0.00	$0.00	$4,014,630.00	0%

CITY OF WILDWOOD

YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING 06 27 2022

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Balance	% Expd
	580 Total	**$0.00**	**$4,014,630.00**	**$0.00**	**$0.00**	**$4,014,630.00**	**0%**
401-582-00-0000	DEBT SERVICE:	$0.00	$0.00	$0.00	$0.00	$0.00	0%
401-582-30-5900	DEPRECIATION	$2,439,861.00	$0.00	$0.00	$0.00	$0.00	0%
401-582-30-5920	BAD DEBT EXPENSE	$153,263.39	$0.00	$0.00	$0.00	$0.00	0%
401-582-70-7100	SUMTER SCHOOL BOARD LEASE PURCHASE	$0.00	$170,000.00	$0.00	$170,000.00	$0.00	100%
401-582-70-7103	DBT SRV.-SRF LOAN PRIN-2007	$0.00	$333,850.00	$0.00	$166,051.54	$167,798.46	50%
401-582-70-7104	DEBT SRV-PRINCIPAL-2013 REFINANCE	$0.00	$274,000.00	$0.00	$274,000.00	$0.00	100%
401-582-70-7106	DEBT SERV-2016 CONTINENTAL LOAN (BB&T)	$0.00	$105,050.00	$0.00	$105,048.62	$1.38	100%
401-582-70-7204	INT EXP.-SRF LOAN-3 (2007)	$88,872.97	$46,100.00	$0.00	$23,905.90	$22,194.10	52%
401-582-70-7205	DEBT SVC.-INTEREST-2013 REFINANCE	$11,508.90	$2,320.00	$0.00	$2,315.30	$4.70	100%
401-582-70-7206	DEBT SERV-INTERST-2016 CONTINENTAL (BBT)	$15,776.82	$29,600.00	$0.00	$29,566.42	$33.58	100%
	582 Total	**$2,709,283.08**	**$960,920.00**	**$0.00**	**$770,887.78**	**$190,032.22**	**80%**
	UTILITY FUND Expend Total	**$7,535,627.31**	**$16,640,430.00**	**$484,715.59**	**$5,997,548.35**	**$10,642,881.65**	**36%**

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	% Real
402-334-3102	STATE APPROPRIATION - CR 209 WATER MAIN	$118,750.00	$0.00	$0.00	$197,033.60	0%
402-361-0000	INTEREST	$253.20	$1,000.00	$1,345.70	$2,521.27	252%
	CAPITAL PROJECTS (LOAN/GRANT) Revenue Total	**$119,003.20**	**$1,000.00**	**$1,345.70**	**$199,554.87**	**19,955%**

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Balance	% Expd
402-536-70-7350	CR 209 WATER MAIN EXTENSION	$0.00	$0.00	-$7,530.00	$0.00	$0.00	0%
402-536-70-7351	CR 501 WTP UPGRADES CONSTRUCTION	$0.00	$3,000,000.00	-$30,150.00	$0.00	$3,000,000.00	0%
402-536-70-7352	MILLENNIUM PARK REUSE PROJECT	$0.00	$3,000,000.00	$0.00	$0.00	$3,000,000.00	0%
	536 Total	**$0.00**	**$6,000,000.00**	**-$37,680.00**	**$0.00**	**$6,000,000.00**	**0%**
402-580-90-9913	CONTINGENCY - CONSTRUCTION FUND	$0.00	$290,000.00	$0.00	$0.00	$290,000.00	0%
402-581-90-9101	TRANSFER TO W/S REVENUE FUND	$261,250.00	$0.00	$0.00	$0.00	$0.00	0%
	CAPITAL PROJECTS (LOAN/GRANT) Expend Total	**$261,250.00**	**$6,290,000.00**	**-$37,680.00**	**$0.00**	**$6,290,000.00**	**0%**

CITY OF WILDWOOD

YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING 06 27 2022

6/22/2022
4:36 PM

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	% Real
403-361-0000	INTEREST EARNINGS	$20.09	$145.00	$40.73	$59.62	41%
	INDUSTRIAL FUND Revenue Total	**$20.09**	**$145.00**	**$40.73**	**$59.62**	**41%**

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Balance	% Expd
403-552-00-0000	INDUSTRIAL PARK:	$0.00	$0.00	$0.00	$0.00	$0.00	0%
403-552-30-3100	PROFESSIONAL SERVICES	$0.00	$1,000.00	$0.00	$0.00	$1,000.00	0%
403-552-30-4900	MISC. EXPENSE & OTHER CURRENT	$0.00	$0.00	$0.00	$13.19	-$13.19	0%
403-552-30-4980	DEPRECIATION EXPENSE	$6,607.00	$0.00	$0.00	$0.00	$0.00	0%
	552 Total	**$6,607.00**	**$1,000.00**	**$0.00**	**$13.19**	**$986.81**	**1%**
403-580-90-9999	CONTINGENCY	$0.00	$71,545.00	$0.00	$0.00	$71,545.00	0%
403-581-00-0000	INDUSTRIAL PARK:	$0.00	$0.00	$0.00	$0.00	$0.00	0%
403-581-00-0100	TRANSFER TO GENERAL FUND	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$0.00	100%
	581 Total	**$10,000.00**	**$10,000.00**	**$10,000.00**	**$10,000.00**	**$0.00**	**100%**
	INDUSTRIAL FUND Expend Total	**$16,607.00**	**$82,545.00**	**$10,000.00**	**$10,013.19**	**$72,531.81**	**12%**

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	% Real
404-343-3501	WATER SYSTEM CONNECTION FEES	$40,813.56	$15,000.00	$0.00	$7,412.21	49%
404-361-0000	INTEREST	$47.95	$0.00	$0.00	$33.00	0%
	WATER CONNECTION FEES Revenue Total	**$40,861.51**	**$15,000.00**	**$0.00**	**$7,445.21**	**50%**

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Balance	% Expd
404-533-30-4900	MISC. EXPENSE & OTHER CURRENT	$1,114.39	$0.00	$0.00	$241.39	-$241.39	0%
404-533-70-7351	CR 501 IRON FILTRATION PLANT UPGRADES	$0.00	$0.00	$0.00	$0.00	$0.00	0%
404-533-70-7352	ASHLEY WTP PROJECT	$0.00	$380,000.00	$0.00	$9,107.29	$370,892.71	2%
	533 Total	**$1,114.39**	**$380,000.00**	**$0.00**	**$9,348.68**	**$370,651.32**	**2%**
404-580-90-9909	CONTINGENCY - WATER CONNECTION FEES	$0.00	$135,000.00	$0.00	$0.00	$135,000.00	0%
	WATER CONNECTION FEES Expend Total	**$1,114.39**	**$515,000.00**	**$0.00**	**$9,348.68**	**$505,651.32**	**2%**

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Balance	% Expd
405-533-30-4900	MISC. EXPENSE & OTHER CURRENT	$7.35	$0.00	$0.00	$0.00	$0.00	0%
405-533-70-7338	CR 468 UPGRADE - COLEMAN/FINNEY	$0.00	$0.00	$0.00	$0.00	$0.00	0%
	533 Total	**$7.35**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0%**
405-580-90-9908	CONTINGENCY - WATER TIE FEES	$0.00	$0.00	$0.00	$0.00	$0.00	0%
405-581-90-9101	TRANSFER TO W/S FUND	$31.24	$0.00	$0.00	$0.00	$0.00	0%
	WATER TIE FEES Expend Total	**$38.59**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0%**

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	% Real
406-343-5500	SEWER TAP CONNECTION FEES	$86,622.75	$15,000.00	$0.00	$15,731.69	105%
406-361-0000	INTEREST	$34.16	$0.00	$0.00	$25.42	0%
	WASTEWATER CONNECTION FEES Revenue Total	**$86,656.91**	**$15,000.00**	**$0.00**	**$15,757.11**	**105%**

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Balance	% Expd
406-535-00-0000	SEWER TAP CONNECTION FEES:	$0.00	$0.00	$0.00	$0.00	$0.00	0%
406-535-30-4900	MISC. EXPENSE & OTHER CURRENT	$364.50	$0.00	$0.00	$241.20	-$241.20	0%
406-535-60-6392	WWTF CLARIFIER DEMO/CONSTRUCTION-DES	$0.00	$200,000.00	$0.00	$0.00	$200,000.00	0%
406-535-60-6393	WILDWOOD ESTATES LS	$0.00	$120,000.00	$0.00	$0.00	$120,000.00	0%
	535 Total	**$364.50**	**$320,000.00**	**$0.00**	**$241.20**	**$319,758.80**	**0%**
406-580-90-5006	CONTINGENCY - WASTEWATER CONNECTION	$0.00	$80,000.00	$0.00	$0.00	$80,000.00	0%
	WASTEWATER CONNECTION FEES Expend Total	**$364.50**	**$400,000.00**	**$0.00**	**$241.20**	**$399,758.80**	**0%**

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	% Real
407-361-0000	INTEREST	$27.00	$0.00	$0.00	$0.00	0%
	WASTEWATER TIE FEES Revenue Total	**$27.00**	**$0.00**	**$0.00**	**$0.00**	**0%**

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Balance	% Expd
407-535-00-0000	WASTEWATER TIE FEES:	$0.00	$0.00	$0.00	$0.00	$0.00	0%
407-535-30-3401	DEVELOPER REIMBURSEMENTS	$98,983.82	$0.00	$0.00	$0.00	$0.00	0%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Balance	% Expd
	535 Total	**$98,983.82**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0%**
407-580-90-5004	CONTINGENCY - WASTEWATER TIE FEES	$0.00	$0.00	$0.00	$0.00	$0.00	0%
407-581-90-9101	TRANSFER TO W/S FUND	$2.50	$0.00	$0.00	$0.00	$0.00	0%
	WASTEWATER TIE FEES Expend Total	**$98,986.32**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0%**

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	% Real
408-343-3560	WATER SDC FEES	$1,554,154.24	$1,500,000.00	$13,725.76	$1,426,896.06	95%
408-361-0000	INTEREST EARNED	$188.26	$100.00	$0.00	$191.45	191%
	WATER SDC FEES Revenue Total	**$1,554,342.50**	**$1,500,100.00**	**$13,725.76**	**$1,427,087.51**	**95%**

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Balance	% Expd
408-533-30-3401	DEVELOPER REIMBURSEMENTS	$487,606.40	$0.00	$0.00	$0.00	$0.00	0%
408-533-30-4900	MISC. EXPENSE & OTHER CURRENT	$92,830.75	$0.00	$0.00	$251.68	-$251.68	0%
408-533-70-7351	CR 501 IRON FILTRATION PLANT UPGRADES	$0.00	$0.00	$0.00	$0.00	$0.00	0%
408-533-70-7352	ASHLEY WTP UPGRADES	$0.00	$0.00	$0.00	$0.00	$0.00	0%
408-533-70-7353	US 301/SR 44 UTILITY RELOCATION	$15,000.00	$150,000.00	$0.00	$0.00	$150,000.00	0%
	533 Total	**$595,437.15**	**$150,000.00**	**$0.00**	**$251.68**	**$149,748.32**	**0%**
408-580-90-9914	CONTINGENCY - WATER SDC FUND	$0.00	$3,629,450.00	$0.00	$0.00	$3,629,450.00	0%
408-581-90-9101	TRANSFER TO W/S FUND	$139,050.49	$0.00	$0.00	$0.00	$0.00	0%
408-582-70-7107	SRF PRINCIPAL - OXFORD WTP	$0.00	$219,100.00	$0.00	$109,299.67	$109,800.33	50%
408-582-70-7207	SRF INTEREST - OXFORD WTP	$38,728.11	$36,950.00	$0.00	$18,715.13	$18,234.87	51%
	582 Total	**$38,728.11**	**$256,050.00**	**$0.00**	**$128,014.80**	**$128,035.20**	**50%**
	WATER SDC FEES Expend Total	**$773,215.75**	**$4,035,500.00**	**$0.00**	**$128,266.48**	**$3,907,233.52**	**3%**

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	% Real
409-343-5560	WASTEWATER SDC FEES	$2,704,699.33	$2,500,000.00	$23,976.46	$2,523,163.41	101%
409-361-0000	INTEREST EARNED	$340.85	$100.00	$0.00	$386.62	387%
	WASTEWATER SDC FEES Revenue Total	**$2,705,040.18**	**$2,500,100.00**	**$23,976.46**	**$2,523,550.03**	**101%**

CITY OF WILDWOOD

YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING 06 27 2022

6/22/2022
4:36 PM

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	% Real

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Balance	% Expd
409-535-30-3401	DEVELOPER REIMBURSEMENTS	$691,206.94	$0.00	$0.00	$0.00	$0.00	0%
409-535-30-4900	MISC. EXPENSE & OTHER CURRENT	$379.98	$0.00	$0.00	$255.97	-$255.97	0%
409-535-70-7345	SR 44 FORCEMAIN PROJECT	-$78.00	$0.00	$0.00	$0.00	$0.00	0%
409-535-70-7346	WWTP FACILITY PLAN	$0.00	$0.00	$0.00	$21,270.00	-$21,270.00	0%
409-535-70-7349	MISC CAPACITY IMPROVEMENTS	$0.00	$125,000.00	$0.00	$0.00	$125,000.00	0%
409-535-70-7354	CONTINENTAL COUNTRY CLUB DECOMMISSIO	$0.00	$0.00	$0.00	$21,372.50	-$21,372.50	0%
409-535-70-7355	BRIDGE CROSSING PROJECT	$0.00	$215,000.00	$0.00	$32,760.00	$182,240.00	15%
409-535-70-7356	WWTF BIOSOLIDS IMPROVEMENTS-DESIGN	$0.00	$400,000.00	$0.00	$0.00	$400,000.00	0%
	535 Total	**$691,508.92**	**$740,000.00**	**$0.00**	**$75,658.47**	**$664,341.53**	**10%**
409-580-90-9915	CONTINGENCY - WASTEWATER SDC FUND	$0.00	$5,884,505.00	$0.00	$0.00	$5,884,505.00	0%
409-581-90-9101	TRANSFER TO W/S REVENUE FUND	$262,301.61	$0.00	$0.00	$0.00	$0.00	0%
409-582-70-7101	DBT SERV-SRF CRC09 FORCEMAIN DESIGN PF	$0.00	$4,355.00	$0.00	$2,150.57	$2,204.43	49%
409-582-70-7102	DBT SRV-SRF CR209 FM CONSTRUCTION PRIN	$0.00	$69,770.00	$34,886.30	$69,767.37	$2.63	100%
409-582-70-7200	INTEREST EXPENSE-CR209 FM SRF CONSTRU	$372.37	$355.00	$173.10	$351.43	$3.57	99%
409-582-70-7202	INT EXP.-SRF DESIGN LOAN-CR209 FORCEMAII	$1,218.04	$1,115.00	$0.00	$582.54	$532.46	52%
	582 Total	**$1,590.41**	**$75,595.00**	**$35,059.40**	**$72,851.91**	**$2,743.09**	**96%**
	WASTEWATER SDC FEES Expend Total	**$955,400.94**	**$6,700,100.00**	**$35,059.40**	**$148,510.38**	**$6,551,589.62**	**2%**

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	% Real
601-351-2000	CONFISCATED PROPERTY	$0.00	$1,500.00	$0.00	$0.00	0%
601-361-0000	INTEREST	$0.12	$10.00	$20.91	$26.45	264%
	LAW ENFORCEMENT FUND Revenue Total	**$0.12**	**$1,510.00**	**$20.91**	**$26.45**	**2%**

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Balance	% Expd
601-521-00-0000	LAW ENFORCEMENT TRUST:	$0.00	$0.00	$0.00	$0.00	$0.00	0%
601-521-30-4900	MISC. EXPENSE & OTHER CURRENT	$45.11	$0.00	$0.00	$36.22	-$36.22	0%

CITY OF WILDWOOD

YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING 06 27 2022

6/22/2022
4:36 PM

Expend Account	*Description*	*Prior Yr Expd*	*Budgeted*	*Curr Expd*	*YTD Expd*	*Balance*	*% Expd*
	521 Total	**$45.11**	**$0.00**	**$0.00**	**$36.22**	**-$36.22**	**0%**
601-580-90-9999	CONTINGENCY	$0.00	$52,710.00	$0.00	$0.00	$52,710.00	0%
	LAW ENFORCEMENT FUND Expend Total	**$45.11**	**$52,710.00**	**$0.00**	**$36.22**	**$52,673.78**	**0%**

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Mimecast Renewal 2022**

REQUESTED ACTION: Approval of the proposed renewal.

CONTRACT: Mimecast Vendor/Entity: SHI
Effective Date: 6/30/2022 Termination Date: 6/29/2022
Managing Division/Department: Information Technology

BUDGET IMPACT: $19,856.40 to be allocated among the using departments.

HISTORY/FACTS/ISSUES:

This is a full-year renewal quote for the Mimecast Email Security system. There are minor cost increases in each line item that equate to just under 1.3% of the total amount (compared against last year's renewal), or $252.84.

Pricing Proposal
Quotation #: 21681510
Created On: 3/2/2022
Valid Until: 6/30/2022

City of Wildwood

Paul Ketz
100 N. Main Street
Wildwood, FL 34785
United States
Phone: (352) 330-1330 x 123
Fax:
Email: pketz@wildwood-fl.gov

Inside Account Executive

Stephen Mostrowski
290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-507-1353
Fax: 732-XXX-XXXX
Email: stephen_mostrowski@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Mimecast - Add On - Large File Send Mimecast - Part#: M_LFS_A	150	$10.56	$1,584.00
2	Mimecast M3RA Mimecast - Part#: M_M3RA_50_A	150	$99.64	$14,946.00
3	Advanced Support Mimecast - Part#: M_LCS_GD_A	1	$3,326.40	$3,326.40
			Total	$19,856.40

Additional Comments

Mimecast has a no returns policy.

Please Note: all MIMECAST maintenance/subscriptions are auto-renewed and require cancellation prior to 30 days of the executed renewal date.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Wastewater Treatment Plant Reject Pond Cleaning for $20,000.00**

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity: American Pipe and Tank

Effective Date: 6/21/2022 Termination Date:

Managing Division/Department: Utility Department Wastewater Division

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Due to many years of use, the small reject pond at the wastewater treatment facility is in need of cleaning. The solids have built up at the bottom of the pond and need to be removed to free up the needed capacity for the upcoming rainy season. This is an approved project in the fiscal year 21/22 budget. The Utility Department has an approved contract with AP&T for hauling solids as needed. (See Attached)

Staff recommends that American Pipe and Tank perform the cleaning of the small reject pond for $20,000.00. Funds are available in account 401-535-60-6300 (Capital Improvements - Other) with an outstanding balance of $309,298.00.

Wayne Bouchard

From: Cindy Notaro <office@americanpipeandtankinc.com>
Sent: Monday, June 20, 2022 1:53 PM
To: Wayne Bouchard
Cc: Zach Conomos
Subject: Quote for cleaning #2 Pond

CAUTION: This email originated from outside of the city. Do not click on any links or open any attachments unless you recognize the sender and are certain the content is safe.

Good afternoon, Wayne,

Thank you for the opportunity to provide a quote for cleaning the #2 Pond.

The cleaning of the #2 Pond (smaller reject pond) shall be $20,000.00.

Best Regards,

Zachary Conomos
Vice President
American Pipe & Tank Inc
418 Cypress Road
Ocala, FL 34472
Office: 352-687-4281

Wayne Bouchard
401-535-60-

AGREEMENT FOR TRANSPORTATION, TREATMENT AND DISPOSAL OF DOMESTIC WASTEWATER RESIDUALS

This AGREEMENT by and between AMERICAN PIPE & TANK, INC. 418 Cypress Road, Ocala, FL 34472 D/B/A/ 412 BIOSOLIDS PROCESSING FACILITY (hereinafter 412 BPF) and

City of Wildwood/Continental Country Club whose address is 50 Continental Blvd, Wildwood, FL 34785

(hereinafter referred to as CLIENT).

WITNESSTH THAT

WHEREAS, 412 BPF is the owner and operator of a Type I Residuals Management Facility, File #FLA356697-001-DW2S and Agricultural Use Site, and

WHEREAS, sufficient capacity shall be maintained and

WHEREAS, said treatment and disposal site has been approved and operating under Florida Department of Environmental Protection (FDEP) permit file in compliance with Chapter 62-640 FAC and

WHEREAS, the CLIENT owns and operates the domestic wastewater treatment plant permitted as FLA043699 hereinafter referred to as "SOURCE" and has the need to dispose of the waste residual generated by the "SOURCE" and

WHEREAS, the CLIENT and 412 BPF both operate treatment facilities in compliance with Chapter 62-600 FAC, the degree of treatment at the plants determined according to said Chapter the true identity (treatment plant) referred to as "GENERATOR". For the ease of permitting 412 BPF will be referred to as "GENERATOR".

WHEREAS, as a condition precedent to the obtaining a valid operating permit for the SOURCE, FDEP requires the GENERATOR to file an Agricultural Use Plan whereby the SOURCE certifies that his residuals shall meet the chemical criteria for residuals suitable for land application.

NOW THEREFORE, for and in consideration of the mutual terms, covenants and conditions to be complied with on the part of the respective parties hereto, it is agreed as follows:

1. Nothing in this Agreement shall supercede or take precedence over the obligations and responsibility of each party to operate and maintain his individual plant in compliance with the frequency and schedule stated in Chapter 62-640, FAC.

2. The CLIENT hereby covenants and agrees:

A. If the CLIENT stabilizes the residuals to Class "B" or above, none of said residuals can be mixed with unstabilized materials. If mixing has occurred, the entire load will be required to be stabilized at the 412 BPF Plant.

B. The CLIENT shall pay for the transportation, treatment and disposal as dictated in the AGREEMENT PAY SCHEDULE "A" attached to this contract.

C. The CLIENT warrants that the residuals delivered to the GENERATOR shall not contain any hazardous, toxic or radioactive waste or substances as defined by applicable federal, state and local laws or restrictions.

3. 412 BPF hereby covenants and agrees:

A. To maintain, monitor and operate the lime stabilization plant and residuals disposal site in compliance with Chapter 62-640, FAC.

B. To accept all responsibility for the proper measurement, stabilization and land application for the proper disposal of the residuals as required by Chapter 62-640, FAC.

C. To maintain a record of the total quantity of residuals land applied and file with FDEP an annual summary of the total quantity of residuals, heavy metals and nitrogen land applied, in which the CLIENT is a contributor thereof, to meet the GENERATOR'S certification requirements of the Agricultural Use Plan for this 412 BPF.

4. It is further understood by both parties that:

A. Both parties understand that this Agreement is subject to the rules, regulations and directives of the regulatory agencies and agree that in the event such rules, regulations and directives require modification of the Agreement, they will negotiate in good faith to make such modification.

B. Upon arrival onsite for treatment, residuals from the CLIENT'S plant, 412 BPF has the right to refuse treatment of said residuals, if it demonstrates properties that are not consistent with Land Application. The CLIENT will be responsible for the removal and proper disposal of material.

5. It is specifically agreed and understood by all parties hereto, that the rate stated in the Agreement Pay Schedule "A" is for the proper treatment, transportation and disposal of residuals delivered by AMERICAN PIPE & TANK, INC. to the 412 BPF site and proper disposal of the same.

6. Payment shall be made by Customer within thirty (30) days after receipt of an Invoice from Contractor. In the event that any payment is not made when due, Contractor at its sole option, may, at any time, terminate this Agreement on notice to Customer and the Department of Environmental Protection. Contractor may impose and Customer agrees to pay a late fee not to exceed the maximum rate allowed by applicable law for all past due payments.

7. Contractor shall not be responsible for damage to CLIENT'S pavement or other driving surface resulting from the weight of Contractor's vehicles servicing the wastewater treatment plant on routes designated by Customer.

8. Changes in the Schedule of Charges, capacity and type of equipment may be agreed to orally or in writing by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties.

9. Since disposal related charges and fuel costs are a significant portion of the cost of Contractor's services provided hereunder, Contractor may increase the unit price of the Schedule of Charges in an amount equal to any equivalent unit increase in disposal or fuel costs.

10. The term of this Agreement shall be for three (3) years from the effective date of service and shall be automatically renewed for like terms unless either party shall give written notice of termination (Certified Mail) to the other at least sixty (60) days prior to termination of the initial term or any renewal term. In the event the CLIENT terminates this Agreement other than as provided above, CLIENT shall pay to Contractor as liquidated damages, a sum calculated as follows: (a) if the remaining term under this Agreement is six months or more, CLIENT shall pay its most recent monthly charge multiplied by six (6); (b) if the remaining term under this Agreement is less than six months, CLIENT shall pay its most recent charge multiplied by the number of remaining months in the term.

11. That 412 BPF shall assume responsibility for the proper transport and spill contingency for residuals from the CLIENT once loaded into Company owned tankers.

12. In the event of a breach of this Agreement by either party, the breaching party shall pay all reasonable attorney's fees, collection fees and costs of the other party incident to any action brought to enforce this Agreement.

This AGREEMENT shall be binding on the parties and their successors and assigns.

IN WITNESS WHEREOF, the parties have caused these present to be executed this 22nd day of October, 2019.

Cindy E. Motard
Witness

By: _____
Zach Conomos/Vice President
412 BIOSOLIDS PROCESSING FACILITY

Witness

Utility Director
Client Signature/Title

MARK Odell
Print Name

AGREEMENT PAY SCHEDULE

"A"

IN AGREEMENT WITH PARAGRAPH B, THE COST PER GALLON WILL BE $0.175 PER GALLON WITH A 7,100 GALLON MINIMUM CHARGE AND PAYABLE WITHIN THIRTY (30) DAYS.

HO 10/22/19
Initial

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Purchase 30 Manhole Rings and Covers for $15,000.00**

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity: Hayes Pipe Supply, INC

Effective Date: 6/14/2022 Termination Date:

Managing Division/Department: Utility Department Wastewater Division

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The City's central sewer system needs preventative and periodic maintenance on a yearly basis. Due to certain waste and gases, the brick and concrete structure inside the manholes deteriorate over time. To keep the system's integrity sound and functional without interruption in service, the wastewater division is requesting to purchase thirty (30) hinged manhole rings and covers. Staff received three quotes, with Hayes Pipe Supply INC being the lowest at $15,000.00.

Staff recommends the purchase of thirty (30) manhole rings and covers from Hayes Pipe Supply INC for the amount of $15,000.00. Funds are available in account 401-535-4600 (Repair and Maintenance).

QUOTE SUMMARY FORM

(for purchases more then $500.00)

WILDWOOD FLORIDA

Instructions: Use this form to list quotes received and to recommend a vendor for award. Attach the Quote Summary Form along with three written quotes from your vendors as backup.

Commodity or Service 30 Manhole Rings and Covers

	Vendor Name	Contact Name	Date & Quote #	Phone Number	Total Quote (include shipping)	
1	Hayes Pipe Supply, INC	NA	6-6-2022 / 64009	386-228-9819	$15,000.00	
2	Lanier Municipal Supply CO	NA	6-7-2022 / 007-04003476	386-487-6999	$16,230.00	
3	Fortiline Waterworks	NA	6-7-2022 / 6210948	NA	$15,681.90	
4						
5						

Include *ALL* quotes received

More then $500.00 - Minimum of 3 Written Quotes
MUST use applicable vendors.

Recommended Vendor: Hayes Pipe Supply INC

Winning Bid Amount: $ 15,000.00

If the Recommended Vendor IS NOT the low, please explain why:
** Requires prior procurement approval*

Purchaser Wastewater Division

Direct Phone # 352-330-1346

Department Utilities

Director Signature Mark Odell

Date: 6/14/22

Effective: 10-8-2018

HAYES PIPE SUPPLY, INC.
680 West Main Street • Lake Helen, FL 32744
(386) 228-9819 • Fax (386) 228-9823
www.hayespipe.com

QUO # - 64009

PAGE - 1

TO: CITY OF WILDWOOD

100 N MAIN ST

WILDWOOD FL 34785

MANHOLE RING & COVERS 6/3

CITY OF WILDWOOD
PER JOHN C'S LIST

Plan Date	Last Revision	BID DATE	BID TIME
6/06/2022	PM	6/06/2022	:00

QUANTITY	DESCRIPTION	UNIT	PRICE	EXTENSION

****
Due to escalating scrap iron prices being driven by the Russia-Ukraine War, our manufacturers have imposed a scrap iron surcharge/volatility adder. This has heavily impacted prices and availability of DI Pipe. We will be forced to pass along all surcharges/volatility adders. For your convenience, we will include these surcharges/volatility adders in your unit prices effective immediately-March 23, 2022. These manufacturer surcharges/volatility adders are subject to change without notice.

****
Due to continued supply chain issues and changes within the manufacturer's price protection policies, effective today, March 23,2022, **all materials are subject to pricing at time of shipment.** Material availability and timeliness of shipments cannot be guaranteed.
These terms supersede all other contractual provisions including buyer's purchase orders.
****

30	24IN PAMREX HINGES RING & COVER (SANITARY SEWER)	EA	500.00	15,000.00

Total For Quoted Items 15,000.00

HAYES PIPE SUPPLY, INC.

BY._____

Due to current supply chain disruptions, materials are subject to pricing at time of shipment. Material availability and timeliness of shipments cannot be guaranteed. **These terms supersede all other contractual provisions including buyer's purchase orders.**

LANIER MUNICIPAL SUPPLY CO., INC.
1115 SW SISTERS WELCOME ROAD
LAKE CITY, FL 32025
386-487-6999

Quotation

Quote #	
004-04003476	
Date	**Expire Date**
06/07/2022	07/07/2022

Bill To: WILD100
CITY OF WILDWOOD
100 N MAIN STREET

WILDWOOD, FL 34785-4047

Ship To:
CITY OF WILDWOOD
100 N MAIN STREET

WILDWOOD, FL 34785-4047

Project Name	Terms	Ship Via/Freight	Contact
	NET 45 DAYS	BEST WAY / FULL FREIGHT ALLOWED	JOHN CORNELL

Line	Item #	Description	Quantity	U/M	Unit Price	Ext Price
1	AL	24" PAMREX SAN/SEWER R&C	30	EA	541.000	16,230.000

Material Total:	$16,230.00
Sales Tax (0.000%) :	$0.00
Total:	$16,230.00

Approved by
TRENT JAECKEL

This takeoff represents our best interpretation of the plans provided to us and is only meant as a bidding aid to you. Pricing on this quote is good for orders placed within thirty days from date of the original quote and must be shipped complete within 60 days. Returns from this job must be in resaleable condition in order to receive credit. Special order items are non-returnable or could be subject to restocking fees from manufacturer.

QUOTE

FORTILINE WATERWORKS
a MORSCO brand

Due to the continued cost and supply challenges in the DUCTILE IRON PIPE, PVC and HDPE markets, the pricing of these products will be based solely on the availability at the time of shipment. Also, given the volatility in these markets we will not be responsible for product availability and shipment delays, as they are out of our control. Bid prices should be considered an estimate, materials will only be priced at time of shipment until the current supply chain challenges are resolved. These terms are in leu of our standard terms. We appreciate your partnership.

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
212848	FORTILINE OCALA	6210948	6/07/22	1

CUSTOMER

WILDWOOD CITY OF
100 N. MAIN STREET
WILDWOOD, FL 34785

PROJECT INFORMATION

24" PAMRES SS M/HOLE

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			********** GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE PRICES BELOW ARE TO BE USED AS AN ESTIMATE FOR BID PURPOSES ONLY **********		
10	30	EA	24" PAMREX RING & COVER SEWER	522.7300	15,681.90
				Subtotal:	15,681.90
				Tax:	.00
				Bid Total:	15,681.90

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date. After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By JKS 6/07/22 14:09:41

BIDCNEW

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Proclaim the Month of July 2022 as Parks and Recreation Month**

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity:

Effective Date: Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Please see the attached proclamation for Parks and Recreation Month in July 2022.

Proclamation

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month, and parks and recreation programs are an integral part of communities throughout this country, including the City of Wildwood; and,

WHEREAS, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and,

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and,

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and,

WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community; and,

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and,

WHEREAS, the City of Wildwood recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Wildwood, Florida, that the month of July 2022, be, and is hereby proclaimed as

PARKS & RECREATION MONTH

IN WITNESS WHEREOF, we have PASSED and DULY ADOPTED this 27th day of June 2022.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

_____ ATTEST: _____
Ed Wolf, Mayor Susan Patterson, City Clerk

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **AN 2204-002 Hydrologic Wildwood**

REQUESTED ACTION: **Staff recommends approval.**

CONTRACT: Vendor/Entity:

Effective Date: Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

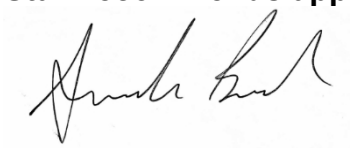
The applicant, Dan Karcher Construction, Inc, on behalf of the owner, 6083 Wildwood LLC, has submitted a voluntary annexation application for parcel G15-012. The property to be annexed totals 5 acres MOL and is located on E SR 44, approximately 0.8 miles east of S. Buena Vista Blvd.

Annexation into the City is appropriate because the property is contiguous to the city limits and is within the City's Joint Planning Area with Sumter County, which allows for voluntary annexations within the planning area that would otherwise not be permissible under statute due to the creation of a "pocket" or "enclave." After annexation is approved, the subject property will be included in the Wildwood Central Subdistrict.

The applicant plans to construct a 40,000 sq ft building for plumbing and lighting supply use on the subject property.

Water is located approximately 0.35 miles west of the subject property. Sewer is not available to the subject property at this time; however, may be available in the future based on the completion of the Buena Vista Boulevard extension. The applicant will be required to connect to city water. Sewer connection will be required at availability and in accordance with the city's Code of Ordinances.

Staff recommends approval of Ordinance O2022-36.



Amanda Bush
Planner I, Development Services

ORDINANCE NO. O2022-36

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 5 ACRES LOCATED ON E SR 44 APPROXIMATELY 0.8 MILES EAST OF S. BUENA VISTA BLVD., IN SECTION 15, TOWNSHIP 19 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF WILDWOOD AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Wildwood, Florida, as follows:

SECTION 1. Based upon the petition of the owner of the following described real property, which is located on E SR 44, approximately 0.8 miles east of S. Buena Vista Blvd. to be annexed into the City, the property is hereby annexed into the City of Wildwood pursuant to Sections 171.044 and 171.204, Florida Statutes. The City Commission finds that the property is contiguous to the City of Wildwood; is located within the City's Joint Planning Area with Sumter County; and meets all legal requirements for annexation. The annexed property lying in Sumter County, Florida, owned by 6083 Wildwood LLC, is more particularly described as follows:

Parcel G15-012
6083 Wildwood LLC (OWNER)
5+/- Acres

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SUMTER, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, THENCE RUN SOUTH A DISTANCE OF 767.29 FEET TO THE

CENTERLINE OF THE SEABOARD COASTLINE RAILROAD; THENCE RUN ALONG SAID CENTERLINE OF SCLRR SOUTH 52.08’08” EAST, 531.53 FEET FOR A POINT OF BEGINNING; THENCE RUN SOUTH 39.33’06” WEST, 635.45 FEET TO THE NORTHERLY RIGHT OF WAY OF STATE ROAD 44; THENCE NORTHWESTERLY 361.29 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH AND THE NORTHERLY RIGHT OF WAY OF STATE ROAD 44, SAID ARC HAVING A CHORD DISTANCE OF 361.23 FEET, A CHORD BEARING OF NORTH 62.59’20” WEST AND A RADIUS OF 5449.578 FEET; THENCE NORTH 37.51’52” EAST, 694.19 FEET TO THE CENTERLINE OF THE SCLRR; THENCE SOUTH 52.08’08” EAST, 373.49 FEET BACK TO THE POINT OF BEGINNING AND CLOSE; LESS THE NORTHERLY 60 FEET FOR RAILROAD RIGHT OF WAY PURPOSES.

CONTAINS 5 ACRES MORE OR LESS.

SECTION 2. All of the above described annexed property shall be liable for its proportionate share of the future and existing indebtedness of the City of Wildwood.

SECTION 3. All of the above described annexed property shall be subject to the laws and ordinances of the City of Wildwood as if this territory had been a part of the City of Wildwood at the time of passage and approval of said laws and ordinances.

SECTION 4. Until such time as the City amends its comprehensive plan, the current Sumter County zoning classification and future land use regulations will remain in full force and effect.

SECTION 5. Section 1-14 of the City of Wildwood Code of Ordinances is hereby amended to include the legal description of the annexed parcel pursuant to this Ordinance. The location map identifying the property to be annexed are attached hereto as “Exhibit A” and incorporated herein by reference.

SECTION 6. If any portion of this Ordinance is declared invalid for any purpose, the remaining portion shall remain valid and in full force and effect.

SECTION 7. This Ordinance shall take effect upon final approval by the City Commission.

DONE AND ORDAINED this _____ day of _____, 2022, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

_____
Ed Wolf, Mayor

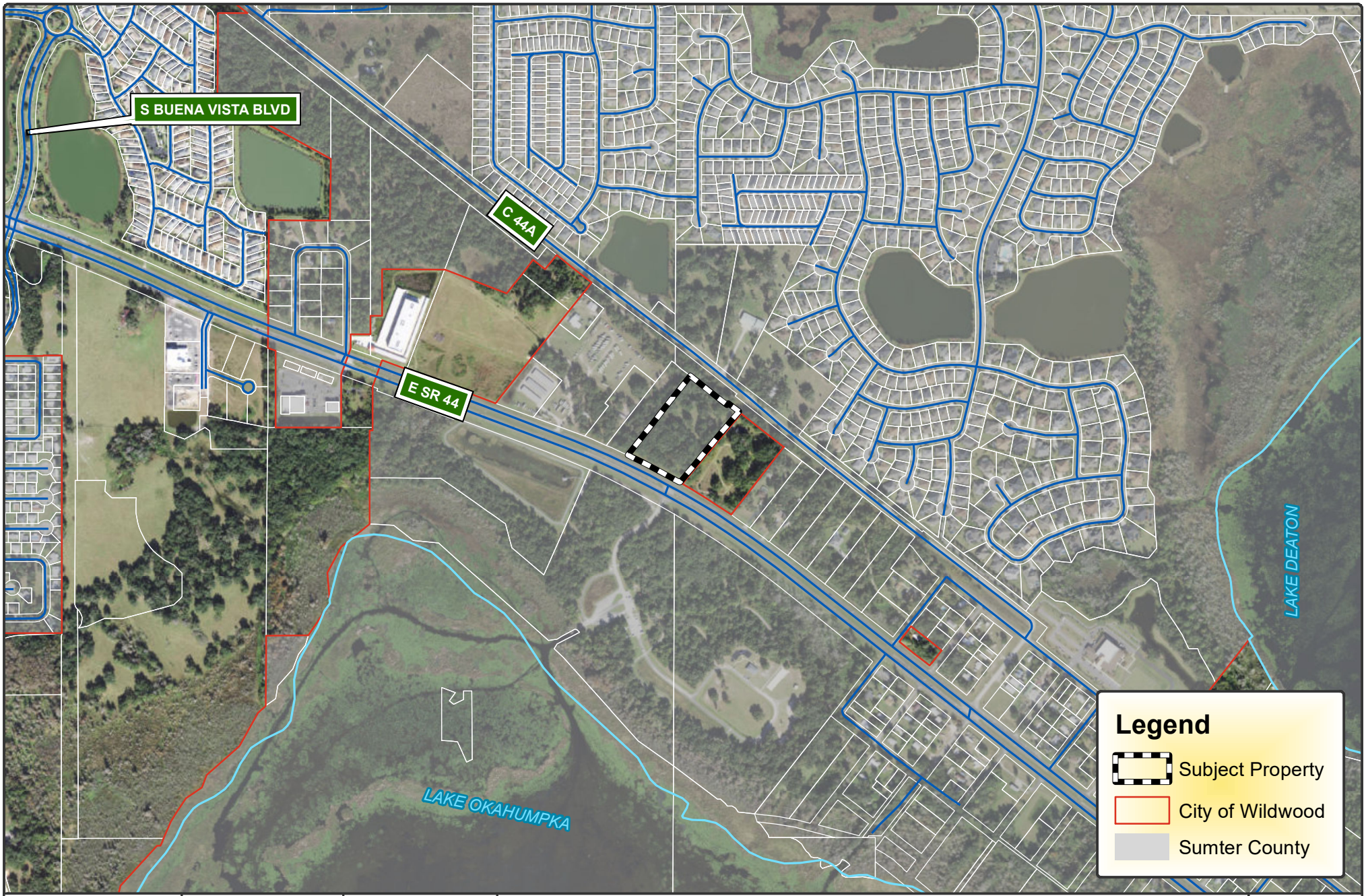
ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

_____
City Attorney



WILDWOOD FLORIDA EST. 1877

CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

Feet 0 410 820

AN 2204-002

HYDROLOGIC WILDWOOD

PARCEL G15-012

MAP 1B

LOCATION MAP

MAY 2022

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **AN 2205-003 Encounter Expansion**

REQUESTED ACTION: **Staff recommends approval of Ordinance O2022-37.**

CONTRACT: Vendor/Entity:

Effective Date: Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The applicant, Bradley Werlin II, on behalf of the owner, Encounter Church FL, Inc., has submitted a voluntary annexation application for parcels D32A003, D32-158 & D32-057. The property to be annexed totals 7.2 acres MOL and is located on C 462, approximately 0.7 miles east of N US 301.

Annexation into the City is appropriate because the properties are contiguous to the City limits and are within the City's Joint Planning Area with Sumter County, which allows for voluntary annexations within the planning area that would otherwise not be permissible under statute due to the creation of a "pocket" or "enclave." After annexation is approved, the subject properties will be included in the Wildwood Central subdistrict.

The applicant plans to construct a church on the subject properties. Water and sewer are available to the subject properties. The applicant will work with the City Utilities department to connect to sewer and water when development is proposed.

Staff recommends approval of Ordinance O2022-37.

Roxann Read, AICP, CFM
Development Services Assistant Director

ORDINANCE NO. O2022-37

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 7.2 ACRES LOCATED ON C 462, APPROXIMATELY 0.7 MILES EAST OF N US 301, IN SECTION 32, TOWNSHIP 18 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF WILDWOOD AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Wildwood, Florida, as follows:

SECTION 1. Based upon the petition of the owner of the following described real property, which is approximately located on C 462, approximately 0.7 miles east of N US 301, to be annexed into the City, the property is hereby annexed into the City of Wildwood pursuant to Sections 171.044 and 171.204, Florida Statutes. The City Commission finds that the property is contiguous to the City of Wildwood; is located within the City's Joint Planning Area with Sumter County; and meets all legal requirements for annexation. The annexed property lying in Sumter County, Florida, owned by Encounter Church FL, Inc., is more particularly described as follows:

Parcels D32A003, D32-158 & D32-057
Encounter Church FL, Inc. (OWNER)
7.2 +/- Acres

LEGAL DESCRIPTION

Parcel D32-057
Begin at the NW corner of the SE ¼ of the NW ¼ of the NE ¼ of Section 32, Township 18 South, Range 23 East, Sumter County, Florida, run thence S. 89D59'55"E along the North line of said SE ¼ of the NW ¼ of the NE ¼ a distance of 661.70 feet to the NE corner of said SE ¼ of the NW ¼ of the NE ¼, run thence S 0D11'57"W, along the East

line of said SE ¼ of the NW ¼ of the NE ¼ a distance of 427.42 feet, said point being the NE corner of Lot 4, Happy Valley Subdivision as per plat thereof recorded in plat book 4, page 38 of the public records of Sumter County, Florida, run thence N 89D58'35:W along the North line of said Happy Valley Subdivision a distance of 661.62 feet to the West line of said SE ¼ of the NW ¼ of the NE 1/4 , said point being the NW corner of Lot 1 of said Happy Valley Subdivision, run thence N 0D11'19"E along the West line of said SE ¼ of the NW ¼ of the NE ¼ a distance of 427.16 feet to the Point of Beginning. Together and with tan easement for ingress and egress over and across the following described parcel: Commence at the NE corner of said lot 4 of said Happy Valley Subdivision, run thence N 89D58'35"W along the North line of said Lot 4 a distance of 154.12 feet to the NW corner of said Lot 4 and the POB, thence continue N 89D58'35"W a distance of 25.00 feet, run thence S 0D11'19"W, parallel with the West line of said Lot 4, a distance of 200.00 feet to the North right of way line of County Road 462, run thence S 89D58'35"E along said North right of way line a distance of 25 feet to the SW corner of said Lot 4, run thence N 0D11'19"E along the West line of said Lot 4 a distance of 200.00 feet to the POB.

Parcel D32A003
Lot 3, Happy Valley Subdivision Unit One, according to the map or plat thereof as recorded in Plat Book 4, Page 38, Public Records of Sumter County, Florida

Parcel D32-158
Commence at the NE corner of Lot 4, Happy Valley Subdivision Unit 1, run thence N 89 deg 58' 35" W 154.12 Feet to POB, Thence run N 89 deg 58'35" W 50 feet, thence run S 00 deg 11'19" W 200 feet, thence run S 89 Deg 58'35" E 50 feet, thence run N 00 deg 11'19" E 200 feet to POB.

CONTAINS 7.2 ACRES MORE OR LESS.

SECTION 2. All of the above described annexed property shall be liable for its proportionate share of the future and existing indebtedness of the City of Wildwood.

SECTION 3. All of the above described annexed property shall be subject to the laws and ordinances of the City of Wildwood as if this territory had been a part of the City of Wildwood at the time of passage and approval of said laws and ordinances.

SECTION 4. Until such time as the City amends its comprehensive plan, the current Sumter County zoning classification and future land use regulations will remain in full force and effect.

SECTION 5. Section 1-14 of the City of Wildwood Code of Ordinances is hereby amended to include the legal description of the annexed parcel pursuant to this Ordinance. The location map identifying the property to be annexed are attached hereto as "Exhibit A" and incorporated herein by reference.

SECTION 6. If any portion of this Ordinance is declared invalid for any purpose, the remaining portion shall remain valid and in full force and effect.

SECTION 7. This Ordinance shall take effect upon final approval by the City Commission.

DONE AND ORDAINED this _____ day of _____, 2022, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

_____
Ed Wolf, Mayor

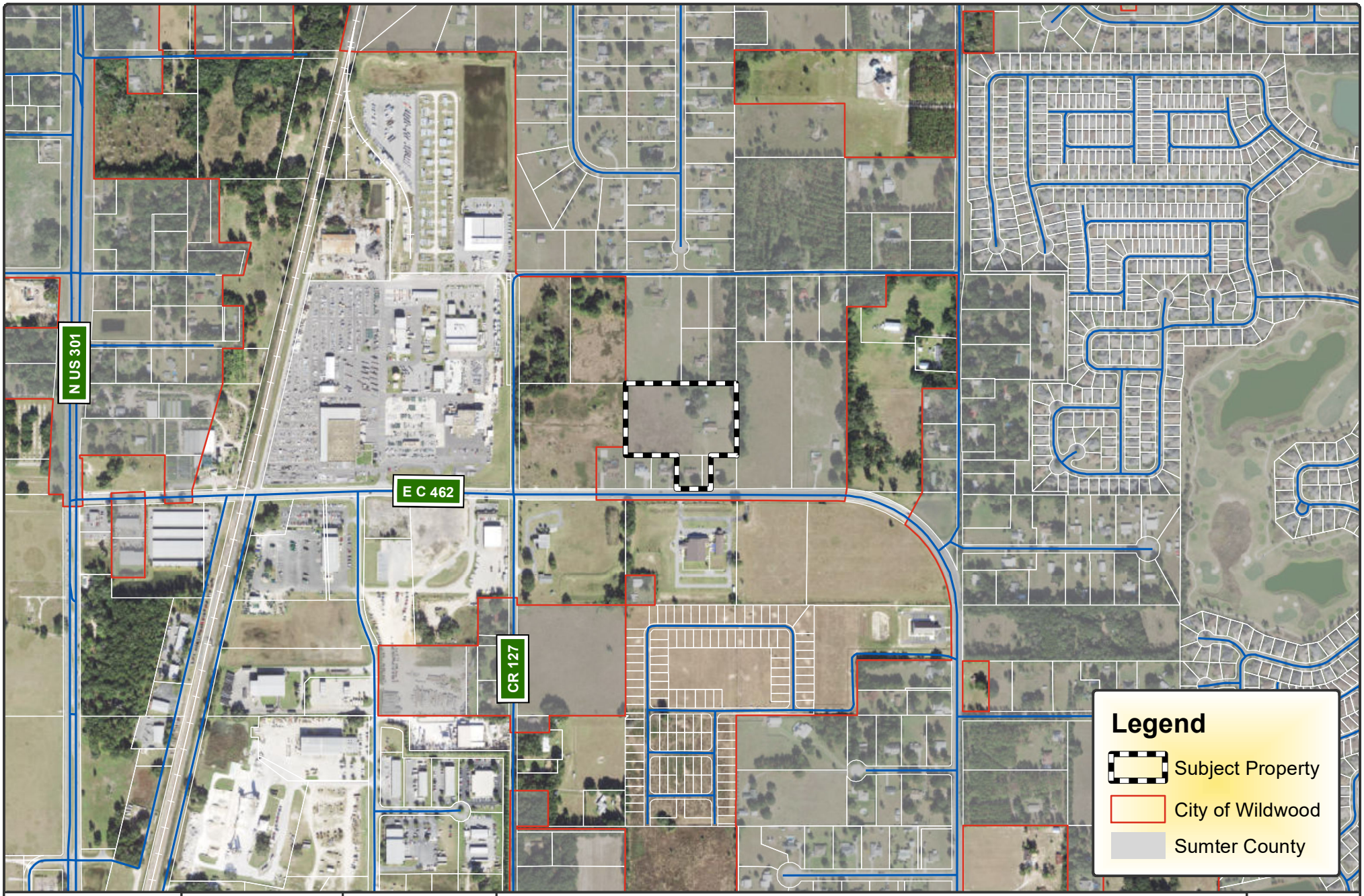
ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

_____
City Attorney



WILDWOOD
EST. 1877
FLORIDA

CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

N

Feet
0 380 760

AN 2205-003

ENCOUNTER EXPANSION

PARCELS D32A003, D32-158 & D32-057

MAP 1B

LOCATION MAP

MAY 2022

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **AN 2205-001 TSG Development - Clay Drain**

REQUESTED ACTION: **Staff recommends approval of Ordinance O2022-42.**

CONTRACT: Vendor/Entity:

Effective Date: Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The applicant, Michael Rankin, LPG URP, Inc., on behalf of the owners, James and Lynda Gough, has submitted a voluntary annexation application for parcel G17-014. The property to be annexed totals 20 acres MOL and is located on Clay Drain Road, approximately 0.5 miles east of N US 301.

Annexation into the City is appropriate because the properties are contiguous to the City limits and are within the City's Joint Planning Area with Sumter County, which allows for voluntary annexations within the planning area that would otherwise not be permissible under statute due to the creation of a "pocket" or "enclave." After annexation is approved, the subject properties will be included in the Wildwood Central subdistrict.

The applicant plans to develop an industrial site on the subject property. Water and sewer are available to the subject properties. The applicant will work with the City Utilities department to connect to sewer and water when development is proposed.

Staff recommends approval of Ordinance O2022-42.

Roxann Read, AICP, CFM
Development Services Assistant Director

ORDINANCE NO. O2022-42

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 20 ACRES LOCATED ON CLAY DRAIN ROAD, APPROXIMATELY 0.5 MILES EAST OF N US 301, IN SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF WILDWOOD AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Wildwood, Florida, as follows:

SECTION 1. Based upon the petition of the owner of the following described real property, which is approximately located on Clay Drain Road, approximately 0.5 miles east of N US 301, to be annexed into the City, the property is hereby annexed into the City of Wildwood pursuant to Sections 171.044 and 171.204, Florida Statutes. The City Commission finds that the property is contiguous to the City of Wildwood; is located within the City's Joint Planning Area with Sumter County; and meets all legal requirements for annexation. The annexed property lying in Sumter County, Florida, owned by James and Lynda Gough, is more particularly described as follows:

Parcel G17-014
James and Lynda Gough, (OWNER)
20 +/- Acres

LEGAL DESCRIPTION

The West ½ of the Northwest ¼ of the Northwest ¼ of Section 17, Township 19 South, Range 23 East, Sumter County, Florida; subject to right of way for Clay Drain Road, if any, lying on the south side thereof.

CONTAINS 20 ACRES MORE OR LESS.

SECTION 2. All of the above described annexed property shall be liable for its proportionate share of the future and existing indebtedness of the City of Wildwood.

SECTION 3. All of the above described annexed property shall be subject to the laws and ordinances of the City of Wildwood as if this territory had been a part of the City of Wildwood at the time of passage and approval of said laws and ordinances.

SECTION 4. Until such time as the City amends its comprehensive plan, the current Sumter County zoning classification and future land use regulations will remain in full force and effect.

SECTION 5. Section 1-14 of the City of Wildwood Code of Ordinances is hereby amended to include the legal description of the annexed parcel pursuant to this Ordinance. The location map identifying the property to be annexed are attached hereto as “Exhibit A” and incorporated herein by reference.

SECTION 6. If any portion of this Ordinance is declared invalid for any purpose, the remaining portion shall remain valid and in full force and effect.

SECTION 7. This Ordinance shall take effect upon final approval by the City Commission.

DONE AND ORDAINED this _____ day of _____, 2022, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

_____
Ed Wolf, Mayor

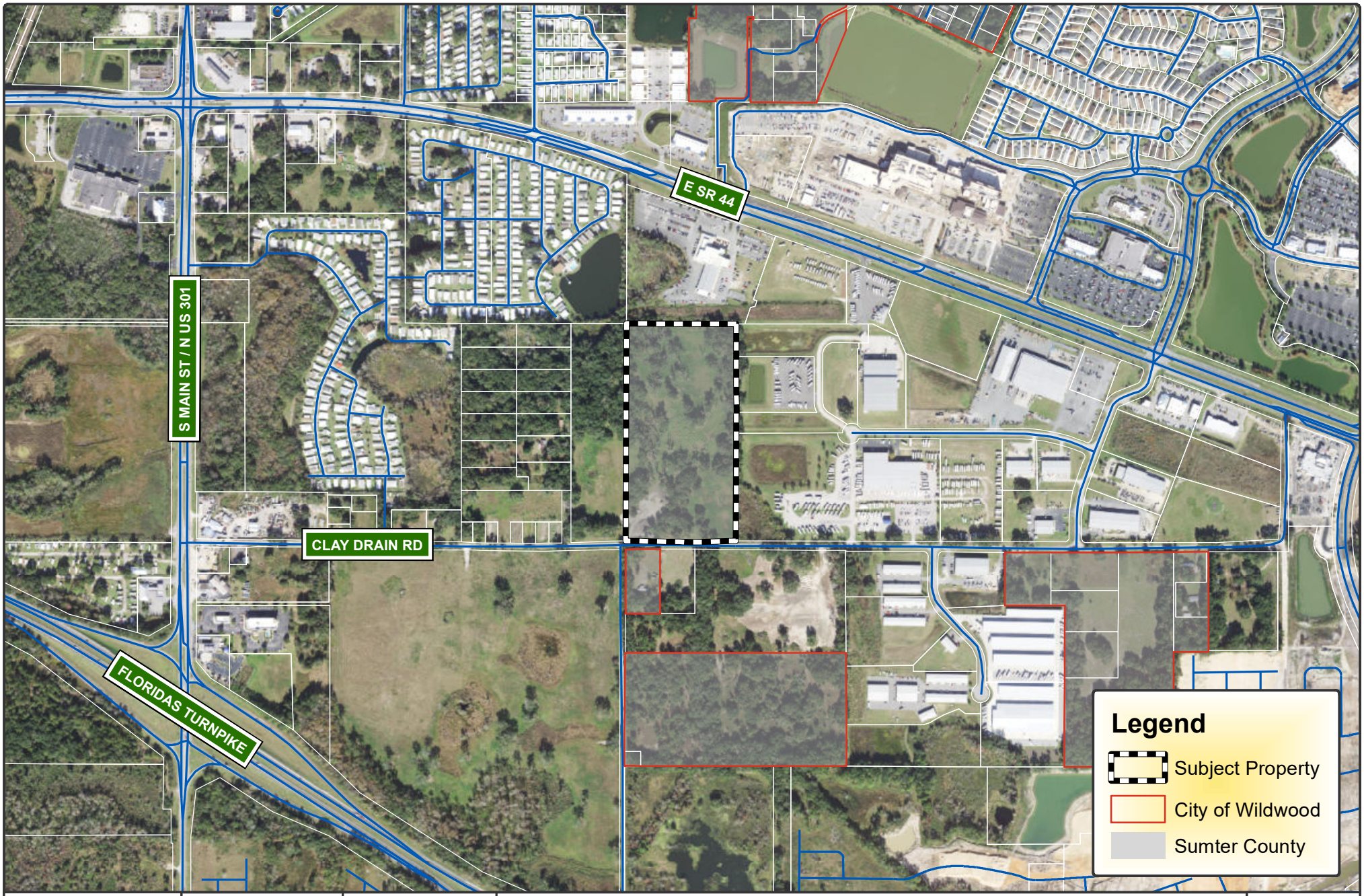
ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

_____
City Attorney



WILDWOOD
EST. 1877
FLORIDA

CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

N
Feet
0 390 780

AN 2205-001

TSG DEVELOPMENT, INC - CLAY DRAIN RD

PARCEL G17-014

MAP 1B

LOCATION MAP

MAY 2022

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **CP 2112-001 Bellweather Multifamily**

REQUESTED ACTION: **Special Magistrate recommends approval.**

CONTRACT: Vendor/Entity:

Effective Date: Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case No:	CP 2112-001 Betlweather Multifamily
Ordinance No:	O2022-39
Applicant:	LIV Development
Owners:	Oxford Land, LLC & Sumter Retirement Cottages, LLC
Property Location:	On Bellwether Lane, approximately 0.2 miles east of CR 103
Parcel Number(s):	D08F005 & D08F003

The applicant seeks approval from the City Commission for a Small Scale Comprehensive Plan Amendment to change the Future Land Use designation from Low Density Residential (LDR) and Medium Density Residential (MDR) to Medium High Density Residential (MHDR) for the parcels listed above on 42.74 acres MOL. This request is accompanied by rezoning request RZ 2112-001.

ANALYSIS: The applicant is proposing to construct a residential development consisting of 368 multi-family dwelling units on the site consisting of two and three-story buildings. A maximum of 512 dwelling units would be allowed on the site with the proposed Medium High Density Residential Future Land Use. The subject property is in an area of the city that is experiencing rapid residential growth. Residential housing development at the subject property will provide housing close to workplace locations for residents.

Staff believes the proposed amendment should be approved based on the following criteria found in Land Development Regulation (LDR) §1.7(D).

(1) Justification of the proposed amendment has been adequately presented;
The applicant has adequately presented the justification to change the future land use.

(2) The proposed amendment is not inconsistent with the goals, objectives and policies of the comprehensive plan;
The proposed amendment is not inconsistent with the goals, objectives and policies of the Comprehensive Plan. Future Land Use (FLU) Policy 1.1.11 states that the Medium High Density Residential designation includes a mix of residential land uses up to 12 units per acre. FLU Policy 1.9.1 states that land use patterns shall promote orderly, compact growth and that

the city shall encourage growth and development in existing developed areas where public facilities and services are presently in place and can provide the most efficient service. Housing Policy 1.1.2 states that the City shall allow a wide range of housing types to accommodate a diversity of housing need. Housing Policy 3.5.1 states that the City shall protect existing residential areas from adjacent conflicting land uses, shall ensure that land use amendment applications result in new land uses that are compatible with existing residential uses and will not contribute to the degradation of residential neighborhoods.

(3) The proposed amendment should not be considered urban sprawl or exemplify an energy inefficient land use pattern;
The proposed amendment is not considered urban sprawl, nor does it exemplify an energy inefficient land use pattern. City water and sewer are available to the subject property. Properties adjacent to the subject property have been designated as Urban Residential and Mixed Use.

(4) The proposed amendment will not have an adverse effect on environmentally sensitive systems;
E Sciences, Inc. conducted an ecological assessment of the subject property in September of 2021. No wetlands, surface waters or FEMA flood zones are noted on the subject property. No protected species were documented on the site. However, the property may be considered suitable for the gopher tortoise. A comprehensive gopher tortoise survey should be conducted 90 days prior to start of construction.

(5) The proposed amendment will not adversely affect transportation, potable water, sewer, schools or other public facilities without providing remedies to correct the system or facility.
Transportation: A traffic impact analysis (TIA) is provided by Lincks & Associates Inc. The methodology has been approved by Sumter County Public Works and the applicant is continuing to work with Sumter County for approval of the TIA. The TIA was based on the development of 398 multi-family dwelling units and buildout anticipated in 2025. The proposed development is expected to generate a total of 170 AM peak hour trips and 182 PM peak hour trips. Main access to the subject property is proposed from an existing roundabout at the terminus of Bellwether Lane and access from CR 103 will be a secondary access. Both CR 103 and Bellwether Lane are two-lane undivided roadways. Bellwether Lane is maintained by the City and CR 103 is maintained by Sumter County. The applicant will work with Sumter County Public Works to determine if any roadway improvements are needed once the TIA has been approved.
Water & Sewer: The subject property is in an existing demand service area according to the 2018 Utility Master Plan. Water and sewer are available to the subject property. The applicant will work with the City Utilities Department at the site plan review stage to connect to water and sewer services.
Schools: The proposed project is expected to generate 105 school age children for the Sumter County School District. The school district has advised there is sufficient capacity available.

On Tuesday, June 7, 2022, the case was considered by the Planning & Zoning Board/Special Magistrate acting as the Local Planning Agency. **Special Magistrate recommends approval and favorable recommendation of Ordinance Number O2022-39** and recommends the proposed amendment be forwarded to the City Commission for further action.

Special Magistrate recommends approval.

DATED: 6/7/2022

Roxann Read, AICP, CFM
Development Services Assistant Director

ORDINANCE NO. O2022-39

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROPOSING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT TO THE ADOPTED COMPREHENSIVE PLAN AND FUTURE LAND USE MAP IN ACCORDANCE WITH THE COMMUNITY PLANNING ACT OF 2011, AS AMENDED; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Wildwood, Florida, is proposing to amend the local Comprehensive Plan and Future Land Use Map of said City, to include a land use amendment described as follows, to-wit:

Parcels D08F005 & D08F003
Oxford Land, LLC & Sumter Retirement Cottages, LLC (Owner)
42.74 Acres +/-

LEGAL DESCRIPTION:

Parcel 1:
Lot 3, Oxford Greens Replat, according to the Plat thereof, as recorded in Plat Book 16, Page 8, of the Public Records of Sumter County, Florida.

Parcel 2:
Lot 5, Oxford Greens, according to the Plat thereof, as recorded in Plat Book 14, Page 29, of the Public Records of Sumter County, Florida.

CONTAINS 42.74 ACRES, MORE OR LESS.

This property is to be reclassified from Low Density Residential (LDR) and Medium Density Residential (MDR) to Medium High Density Residential (MHDR);

AND WHEREAS, the City is proposing to amend the Future Land Use Map to include the future land use of property that shall pertain and be applicable to said amendment.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Wildwood, Florida, as follows:

SECTION 1. The adopted local Comprehensive Plan and Future Land Use Map for the City of Wildwood, Florida, are hereby amended to include the above-referenced property and proposed land use amendment as indicated above. The amendment to the Future Land Use Map of the local comprehensive plan is attached hereto as “Exhibit A” and incorporated herein by reference.

SECTION 2. All ordinances or parts of ordinances in conflict herewith, be, and the same are hereby repealed.

SECTION 3. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a Court or competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of said Ordinance.

SECTION 4. This Ordinance shall take effect 31 days after its final reading by the City Commission of the City of Wildwood.

DONE AND ORDAINED this _____ day of _____, 2022, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

_____
Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

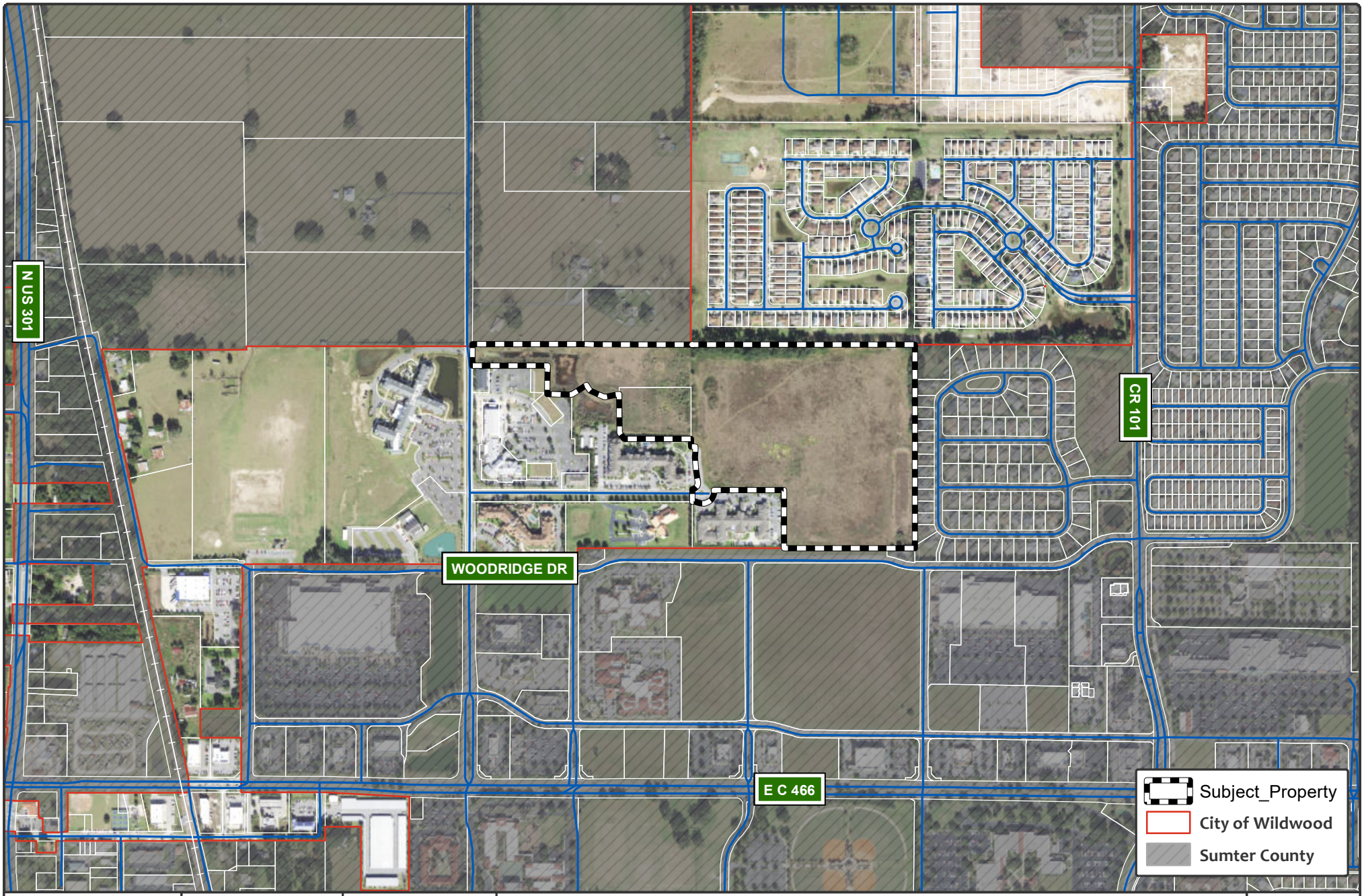
First Reading: _____

Second Reading: _____

Approved as to form:

_____
City Attorney

Exhibit A



WILDWOOD FLORIDA EST. 1877

CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

Feet 0 380 760

CP 2112-001 / RZ 2112-001

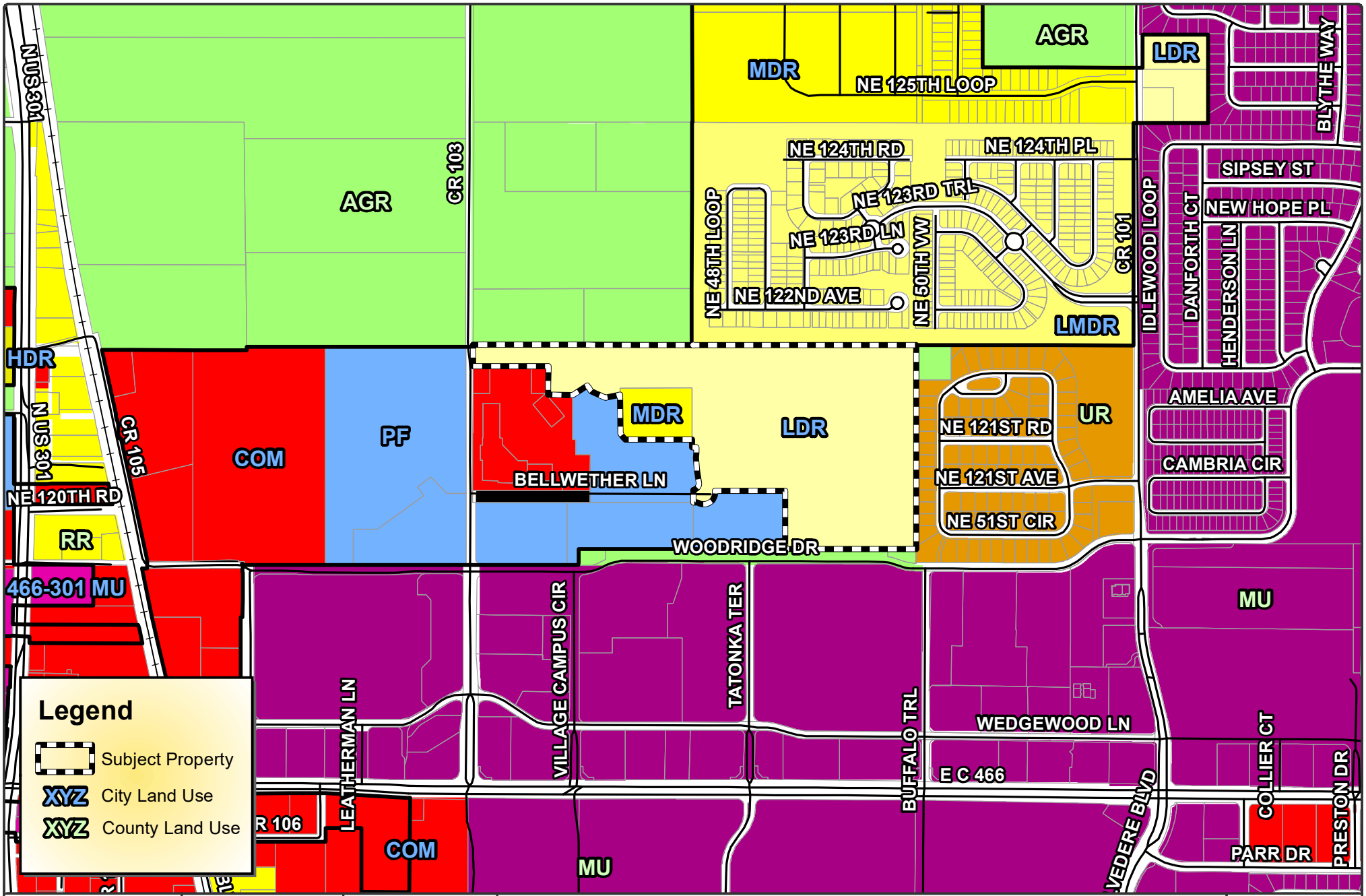
BELLWEATHER MULTIFAMILY

PARCELS D08F005 & D08F003

MAP 1B

LOCATION MAP

DECEMBER 2021



CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

CP 2112-001

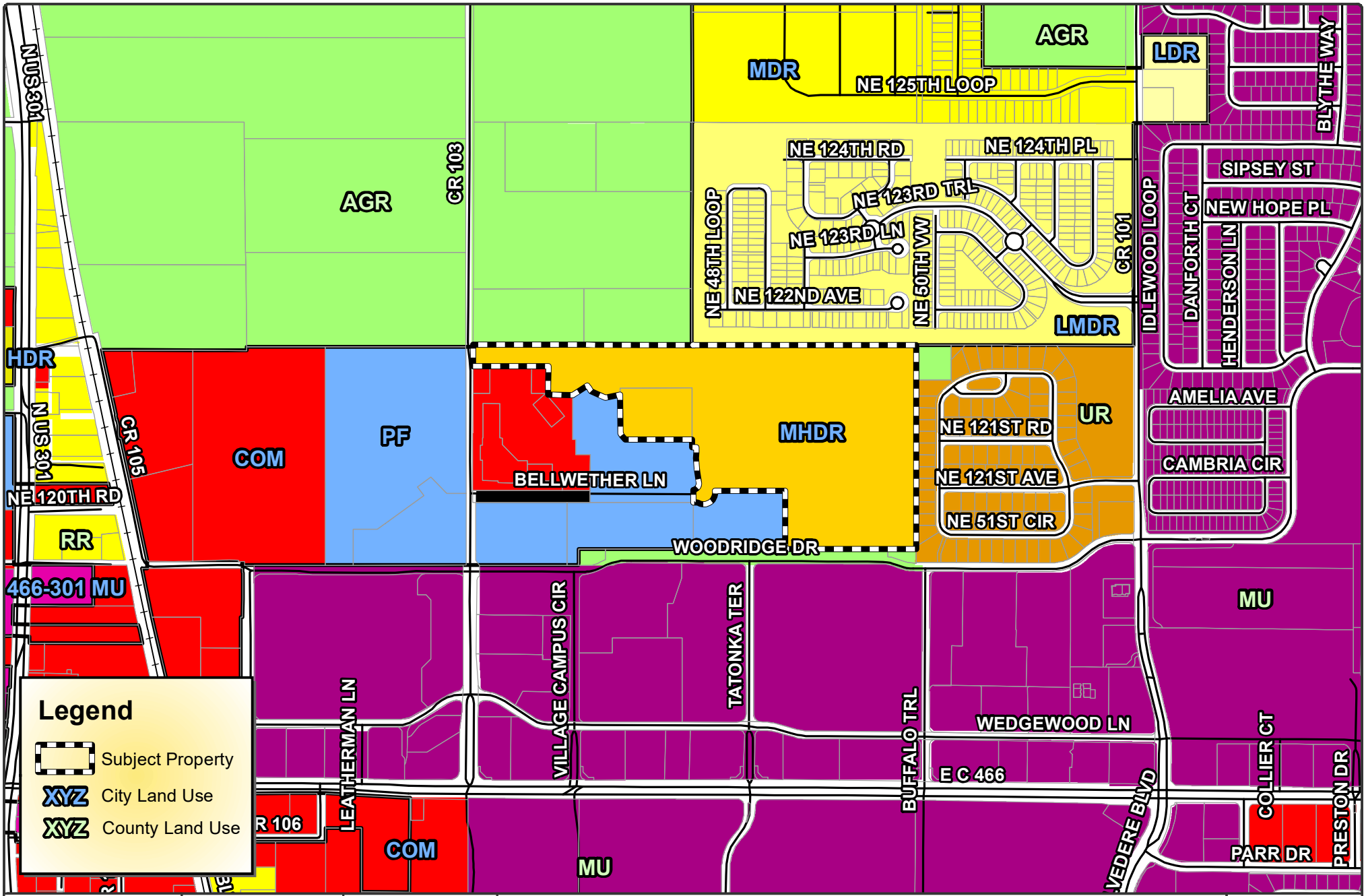
BELLWEATHER MULTIFAMILY

PARCELS D08F005 & D08F003

MAP 2A

EXISTING LAND USE

DECEMBER 2021



EST. 1877
WILDWOOD
FLORIDA

CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

N
Feet
0 380 760

CP 2112-001

BELLWEATHER MULTIFAMILY

PARCELS D08F005 & D08F003

MAP 2B

PROPOSED LAND USE PENDING COMMISSION APPROVAL

DECEMBER 2021

City of Wildwood, Florida
Planning & Zoning Board/Special Magistrate
as Local Planning Agency

The case below was heard on Tuesday, June 7, 2022, by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate as the Local Planning Agency for a Comprehensive Plan amendment to amend the FLU map designation from Low Density Residential (LDR) and Medium Density Residential (MDR) to Medium High Density Residential (MHDR) on 42.74 acres MOL.

Case No: CP 2112-001 Bellweather Multifamily

Applicant: LIV Development

Owners: Oxford Land, LLC & Sumter Retirement Cottages, LLC

Parcel Number(s): D08F005 & D08F003

Under Land Development Regulation (LDR) § 1.7(C), the Planning and Zoning Board/Special Magistrate as Local Planning Agency has a duty to make a recommendation to the City Commission on all proposed Comprehensive Plan amendments.

Based upon the testimony, evidence, and information presented as to the criteria set forth in LDR § 1.7(D), the Special Magistrate recommends approval of the Comprehensive Plan amendment and gives a favorable recommendation of Ordinance O2022-39 to the City Commission for final determination.

Dated: June 7, 2022

Lindsay C.T. Holt
Special Magistrate City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **RZ 2112-001 Bellweather Multifamily**

REQUESTED ACTION: **Special Magistrate recommends approval.**

CONTRACT: Vendor/Entity:

Effective Date: Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case No:	RZ 2112-001 Bellweather Multifamily
Ordinance No:	O2022-41
Applicant:	LIV Development
Owners:	Oxford Land, LLC & Sumter Retirement Cottages, LLC
Property Location:	On Bellwether Lane, approximately 0.2 miles east of CR 103
Parcel Number(s):	D08D005 & D05F003

The applicant seeks approval from the City Commission for a Zoning Map Amendment to change the zoning district from R-1 & R-3 to R-4 for the parcels listed above on 42.74 acres MOL. This request is accompanied by a concurrent Small Scale Comprehensive Plan amendment CP 2112-001.
Pursuant to Land Development Regulation (LDR) § 3.3(C)(4), staff believes the zoning change to R-4 should be granted based on the following criteria:

(a) Whether the proposed change is consistent with the comprehensive plan;
The proposed rezoning to R-4 is consistent with the proposed Future Land Use Map designation of Medium High Density Residential and the intent of the Comprehensive Plan as stated in FLU Policies 1.1.11 and 1.9.1 and Housing Policies 1.1.2 and 3.5.1.

(b) The existing land use pattern of the surrounding area;
The proposed rezoning to R-4 is compatible with the current land use development pattern in the Oxford area. The property is intended to be used for residential multi-family dwelling units. The subject property is in an area of the city that is experiencing rapid residential growth. Residential housing development at the subject property will provide housing close to workplace locations for residents. Properties adjacent to the subject property have been designated as Urban Residential and Mixed Use.

(c) The possibility of adversely affecting public facilities such as schools, utilities, streets, etc;
Schools: The applicant has stated that 368 multi-family units are proposed on the subject property which would generate a total of 105 students. The Sumter County School District has indicated that sufficient capacity is available.

Potable Water & Sewer: Water and sewer are available at the subject property. The applicant will work with the Utilities Department at the site plan stage to connect to water and sewer services.
Streets: Main access to the subject property is proposed from an existing roundabout at the terminus of Bellwether Lane and access from CR 103 will be a secondary access. Both CR 103 and Bellwether Lane are two-lane undivided roadways. Bellwether Lane is maintained by the City and CR 103 is maintained by Sumter County.

(d) Whether changed or changing conditions make the passage of the proposed amendment necessary;
Residential development pressure has existed in this area due to the proximity of The Villages development and the need to provide housing close to employment locations. The rezoning is necessary to accommodate the proposed use of the property and to bring the property into compliance with the proposed Future Land Use designation. The R-4 zoning district is appropriate based on development in the Oxford area and the intended future use of the property.

(e) Whether the proposed change will create or excessively increase traffic congestion or otherwise be a detriment to public safety;
A traffic impact analysis (TIA) is provided by Lincks & Associates Inc. The methodology has been approved by Sumter County Public Works and the applicant is continuing to work with Sumter County for approval of the TIA. The TIA was based on the development of 398 multi-family dwelling units and buildout anticipated in 2025. The proposed development is expected to generate a total of 170 AM peak hour trips and 182 PM peak hour trips. The applicant will work with Sumter County Public Works to determine if any roadway improvements are needed once the TIA has been approved.

(f) Whether the proposed change will be a deterrent to the improvement or development of adjacent property;
The proposed rezoning will not be a deterrent to the improvement or development of adjacent properties. Properties to the north and east are residential developments. Property to the west is a church, medical offices and independent living facilities. Property to the south is The Villages development. Surrounding properties are allowed to develop according to their jurisdiction's future land use and zoning designations.

ZONING DESIGNATION SURROUNDING PROPERTIES	
NORTH	PUD (City) RR5C (County)
SOUTH	RPUD (County) INS, C-2 (City)
EAST	R6C, RR5 (County)
WEST	INS, C-2 (City)

If approved, the applicant will be required to submit a site plan to the City prior to development. The site plan will need to follow all requirements as established in the City's Land Development Regulations and Design District Standards.

On Tuesday, June 7, 2022, the case was considered by the Planning & Zoning Board/Special Magistrate. Special Magistrate recommends approval and favorable recommendation of

Ordinance Number O2022-41 and recommends the proposed rezoning be forwarded to the City Commission for further action.

DATED: 6/7/2022

Roxann Read, AICP, CFM
Development Services Assistant Director

ORDINANCE NO. O2022-41

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; PROPOSING A ZONING MAP AMENDMENT TO THE OFFICIAL ZONING MAP IN ACCORDANCE WITH SECTIONS 3.2 AND 3.3 OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Wildwood, Florida, is proposing to amend the Official Zoning Map of said City, to include a rezoning of real property described as follows, to-wit:

Parcels D08F005 & D08F003
Oxford Land, LLC & Sumter Retirement Cottages, LLC (Owner)
42.74 Acres +/-

LEGAL DESCRIPTION:

Parcel 1:
Lot 3, Oxford Greens Replat, according to the Plat thereof, as recorded in Plat Book 16, Page 8, of the Public Records of Sumter County, Florida.

Parcel 2:
Lot 5, Oxford Greens, according to the Plat thereof, as recorded in Plat Book 14, Page 29, of the Public Records of Sumter County, Florida.

CONTAINS 42.74 ACRES, MORE OR LESS.

This property is to be reclassified from R-1 & R-3 to R-4.

AND WHEREAS, the rezoning is consistent with the City's Comprehensive Plan and Land Development Regulations.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Wildwood, Florida, as follows:

SECTION 1. The Official Zoning Map of the City of Wildwood, Florida is hereby amended to include the above-referenced property as indicated above. The amendment to the Official Zoning Map is attached hereto as "Exhibit A" and incorporated herein by

reference.

SECTION 2. All ordinances or parts of ordinances in conflict herewith, be, and the same are hereby repealed.

SECTION 3. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a Court or competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of said Ordinance.

SECTION 4. This Ordinance shall take effect 31 days after its final reading by the City Commission of the City of Wildwood.

DONE AND ORDAINED this _____ day of _____, 2022, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

_____
Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

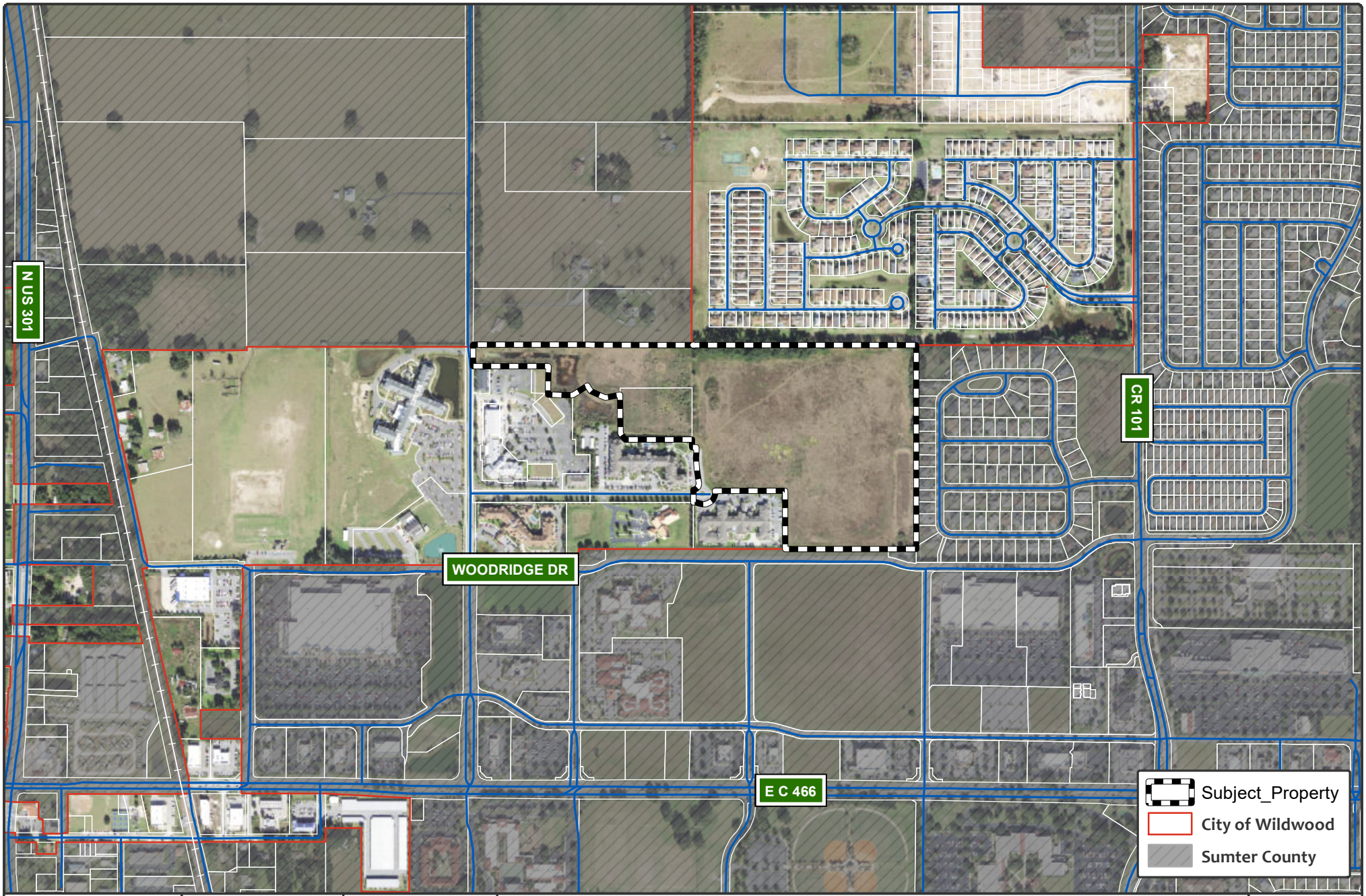
First Reading: _____

Second Reading: _____

Approved as to form:

_____
City Attorney

Exhibit A



EST. 1877
WILDWOOD
FLORIDA

CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

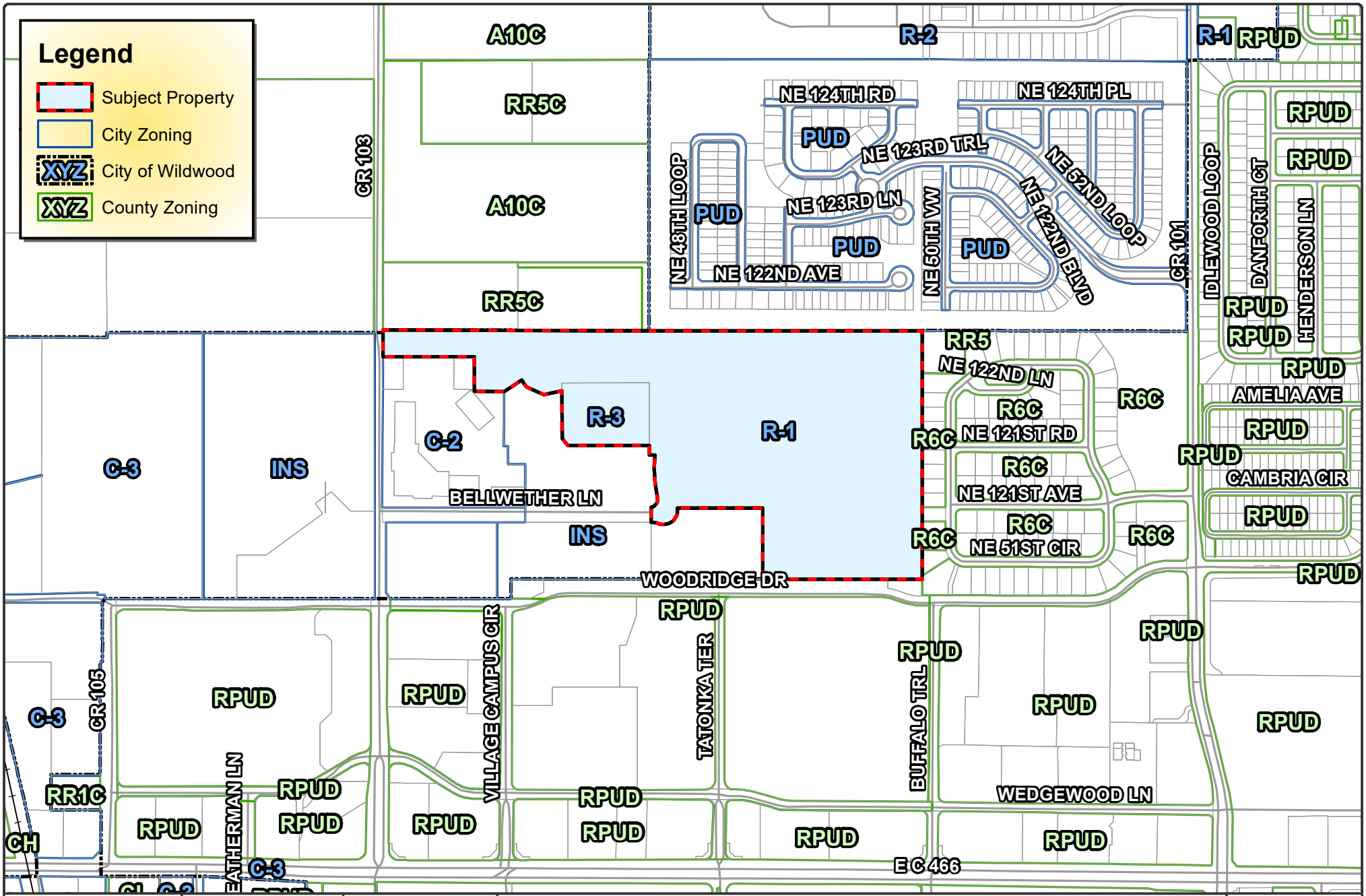
Feet
0 380 760

CP 2112-001 / RZ 2112-001

BELLWEATHER MULTIFAMILY

PARCELS D08F005 & D08F003

MAP 1B
LOCATION MAP
DECEMBER 2021



WILDWOOD FLORIDA EST. 1877

CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

Feet 0 310 620

RZ 2112-001

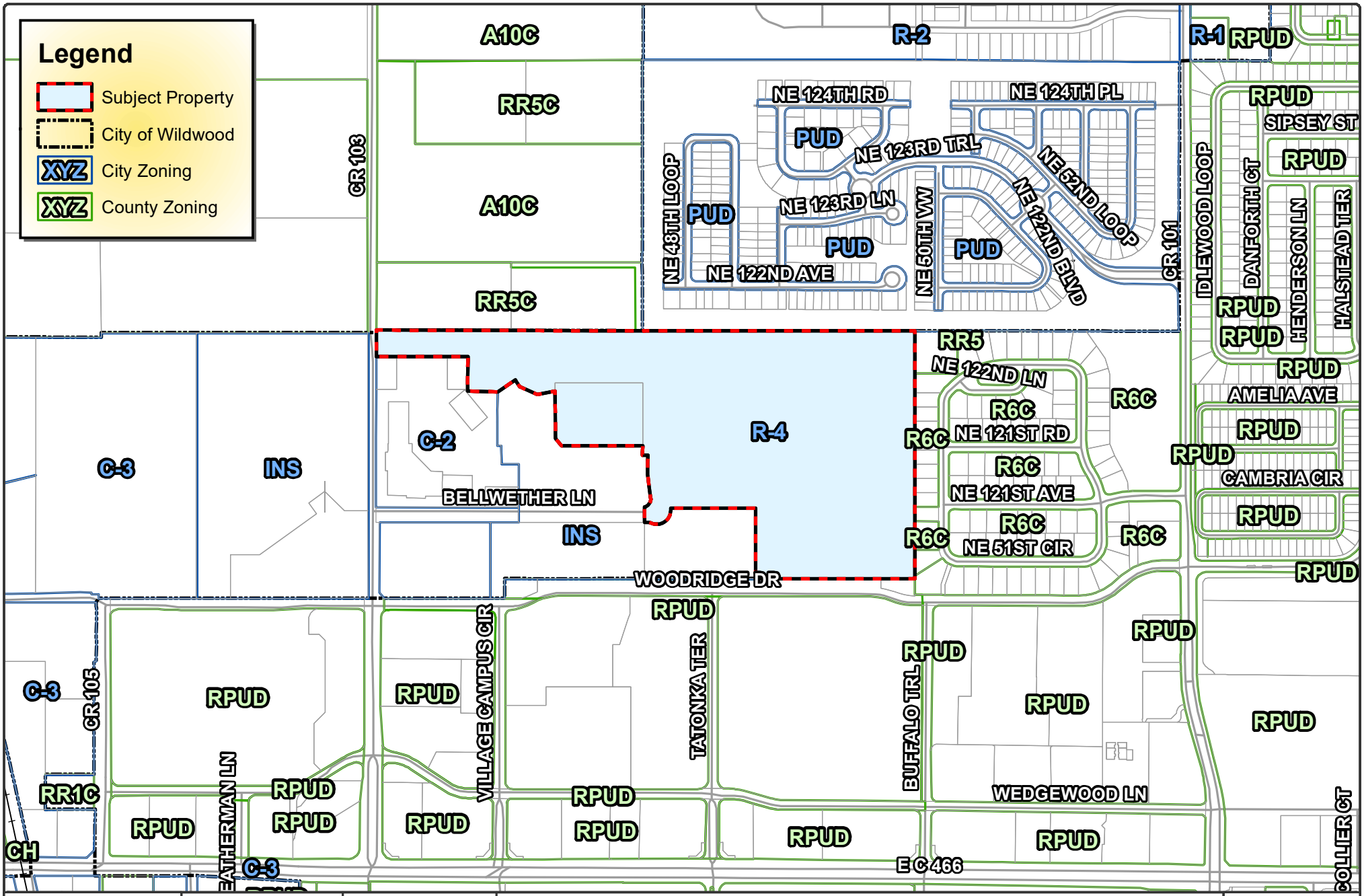
BELLWEATHER MULTIFAMILY

PARCELS D08F005 & D08F003

MAP 3A

CURRENT ZONING

DECEMBER 2021



WILDWOOD FLORIDA EST. 1877

CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

Feet 0 310 620

RZ 2112-001

BELLWEATHER MULTIFAMILY

PARCELS D08F005 & D08F003

MAP 3B

PROPOSED ZONING PENDING COMMISION APPROVAL

DECEMBER 2021

City of Wildwood, Florida
Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, June 7, 2022, by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for a Zoning Map Amendment to change the zoning district from R-1 & R-3 to R-4 on 42.74 acres MOL.

Case No: RZ 2112-001 Bellweather Multifamily

Applicant: LIV Development

Owners: Oxford Land, LLC & Sumter Retirement Cottages, LLC

Parcel Number(s): D08F005 & D08F003

Under Land Development Regulation (LDR) § 1.7(C), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed Zoning Map amendments.

Based upon the testimony, evidence, and information presented as to the criteria set forth in LDR § 1.7(D), the Special Magistrate recommends approval of the Zoning Map amendment and gives a favorable recommendation of Ordinance O2022-41 to the City Commission for final determination.

Dated: June 7, 2022

Lindsay C.T. Holt
Special Magistrate City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **CP 2203-004 WoodSpring Suites Oxford**

REQUESTED ACTION: **Special Magistrate recommends approval.**

CONTRACT: Vendor/Entity:

Effective Date: Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case No:	CP 2203-004 WoodSpring Suites Oxford
Ordinance No:	O2022-38
Applicant:	DI Development, LLC
Owners:	Karol Lamb & Rocklyn Durgee
Property Location:	On CR 106, approximately 244 ft. south of E C 466
Parcel Number(s):	D17-060 & D17-136

The applicant seeks approval from the City Commission for a Small Scale Comprehensive Plan Amendment to change the Future Land Use designation from Commercial (Sumter County) to General Commercial (City) for the parcels listed above on 2.69 acres MOL. This request is accompanied by rezoning request RZ 2203-004.

ANALYSIS: The applicant is proposing to construct a 122-room four-story hotel on the subject properties. The parcels were recently annexed into the city. The subject property is in an area of the city that is experiencing rapid growth. Commercial development at the subject property is compatible with existing commercial development along E C-466 in this area.

Staff believes the proposed amendment should be approved based on the following criteria found in Land Development Regulation (LDR) §1.7(D).

(1) Justification of the proposed amendment has been adequately presented;

The applicant has adequately presented the justification to change the future land use.

(2) The proposed amendment is not inconsistent with the goals, objectives and policies of the comprehensive plan;

The proposed amendment is not inconsistent with the goals, objectives and policies of the Comprehensive Plan. Future Land Use (FLU) Policy 1.1.14 states that the General Commercial designation includes land used for a variety of highway retail uses, offices and the provision of services. The maximum intensity standard is 75% impervious surface ratio (ISR) and 0.5 floor area ratio (FAR). FLU Objective 1.12 states that that the city should allocate

sufficient land area to accommodate commercial activities which provide goods and services demanded by local and area-wide markets. FLU Policy 1.12.1 states that the location and distribution of commercial land use categories should be determined by access and vicinity to arterial and collector roads.

(3) The proposed amendment should not be considered urban sprawl or exemplify an energy-inefficient land use pattern;

The proposed amendment is not considered urban sprawl, nor does it exemplify an energy-inefficient land use pattern. City water and sewer are in close proximity to the subject property. Properties adjacent to the subject property have been designated as Commercial Future Land uses.

(4) The proposed amendment will not have an adverse effect on environmentally sensitive systems;

Ray and Associates conducted an environmental assessment of the subject property in April of 2022. No wetlands, surface waters or FEMA flood zones are noted on the subject property. No protected species were documented on the site. However, the property may be considered suitable for the gopher tortoise. A comprehensive gopher tortoise survey should be conducted 90 days prior to start of construction.

(5) The proposed amendment will not adversely affect transportation, potable water, sewer, schools or other public facilities without providing remedies to correct the system or facility.

Transportation: A traffic impact statement is provided by Protean Design Group. The trip generation summary shows an increase of 50 AM peak hour trips and an increase of 64 PM peak hour trips with a total daily trip increase of 935. The developer will be required to submit a traffic impact analysis (TIA) methodology to Sumter County Public Works for review and acceptance that is developed according to the city's Land Development Regulation requirements in Sec. 1.17. After the methodology is approved by Sumter County Public Works, the full TIA will be developed and required to be approved before submitting site plans to the city for review. Main access to the subject property is proposed from CR 106, which is a city-maintained two-lane undivided roadway at the subject property. The applicant will work with Sumter County Public Works to determine roadway improvements needed once the TIA has been approved.

Water & Sewer: The subject property is in an existing/infill demand service area according to the 2018 Utility Master Plan. Water and sewer are in close proximity to the subject property. The applicant will work with the City Utilities Department at the site plan review stage to connect to water and sewer services.

Schools: As the proposed project is commercial in nature, no impacts to school capacity are expected.

On Tuesday, June 7, 2022, the case was considered by the Planning & Zoning Board/Special Magistrate acting as the Local Planning Agency. Special Magistrate recommends approval and favorable recommendation of Ordinance Number O2022-38 and recommends the

proposed amendment be forwarded to the City Commission for further action.

DATED: 6/7/2022

Roxann Read, AICP, CFM
Development Services Assistant Director

ORDINANCE NO. O2022-38

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROPOSING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT TO THE ADOPTED COMPREHENSIVE PLAN AND FUTURE LAND USE MAP IN ACCORDANCE WITH THE COMMUNITY PLANNING ACT OF 2011, AS AMENDED; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Wildwood, Florida, is proposing to amend the local Comprehensive Plan and Future Land Use Map of said City, to include a land use amendment described as follows, to-wit:

Parcels D17-060 & D17-136
Karol Lamb & Rocklyn Durgee (Owner)
2.69 Acres +/-

LEGAL DESCRIPTION:

BEGIN AT THE NE CORNER OF SE 1/4 OF NW 1/4 OF SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, RUN WEST 850, SOUTH 230 FEET TO THE POINT OF BEGINNING, THENCE RUN SOUTH 557.6, EAST 210 FEET, NORTH 557.6 FEET, WEST 210 FEET TO THE POINT OF BEGINNING.

CONTAINS 2.69 ACRES, MORE OR LESS.

This property is to be reclassified from Commercial (Sumter County) to General Commercial (City);

AND WHEREAS, the City is proposing to amend the Future Land Use Map to include the future land use of property that shall pertain and be applicable to said amendment.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Wildwood, Florida, as follows:

SECTION 1. The adopted local Comprehensive Plan and Future Land Use Map for the City of Wildwood, Florida, are hereby amended to include the above-referenced property and proposed land use amendment as indicated above. The amendment to the

Future Land Use Map of the local comprehensive plan is attached hereto as “Exhibit A” and incorporated herein by reference.

SECTION 2. All ordinances or parts of ordinances in conflict herewith, be, and the same are hereby repealed.

SECTION 3. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a Court or competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of said Ordinance.

SECTION 4. This Ordinance shall take effect 31 days after its final reading by the City Commission of the City of Wildwood.

DONE AND ORDAINED this _____ day of _____, 2022, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

_____
Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

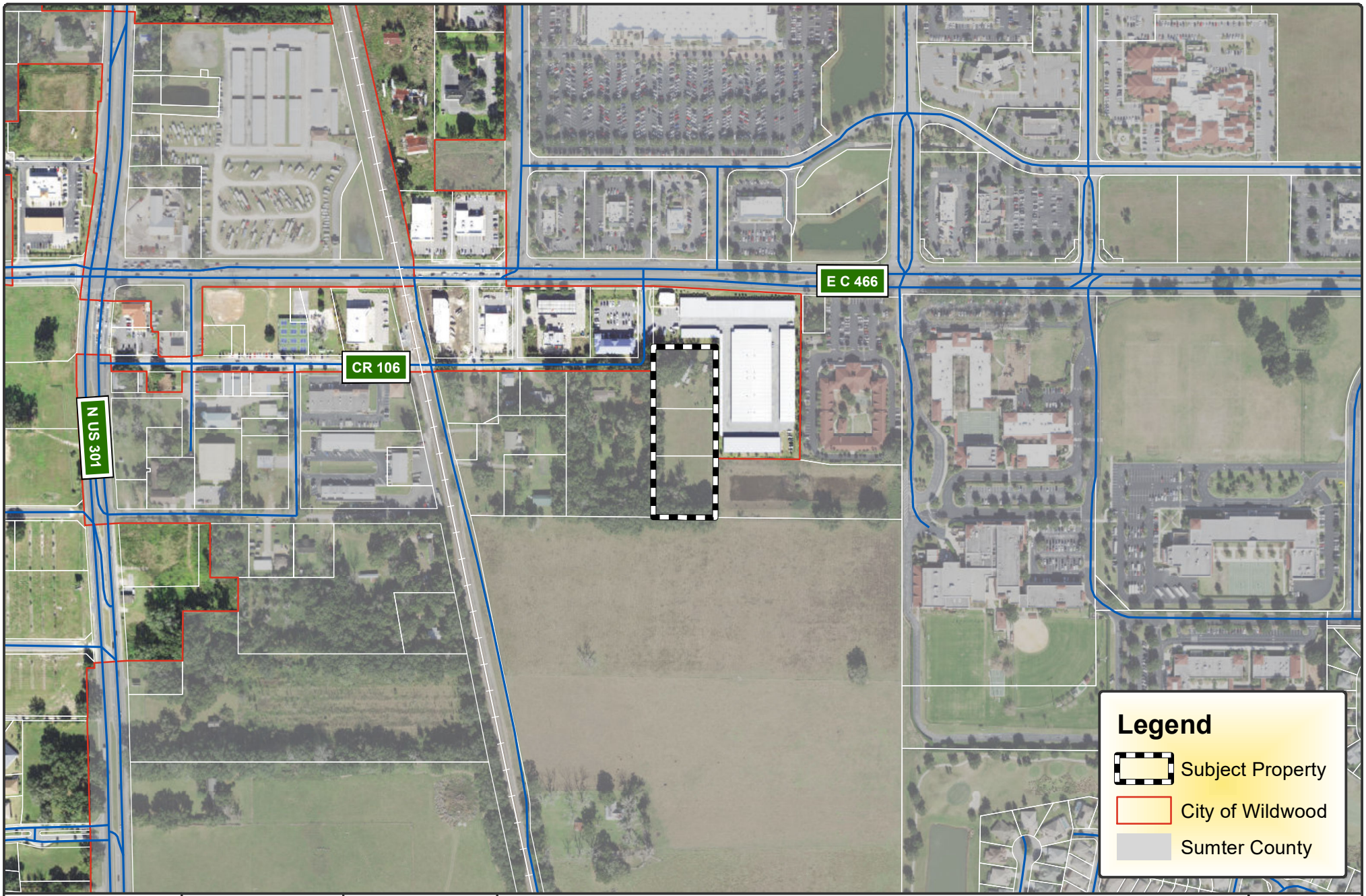
First Reading: _____

Second Reading: _____

Approved as to form:

_____
City Attorney

Exhibit A



EST. 1877
WILDWOOD
FLORIDA

CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

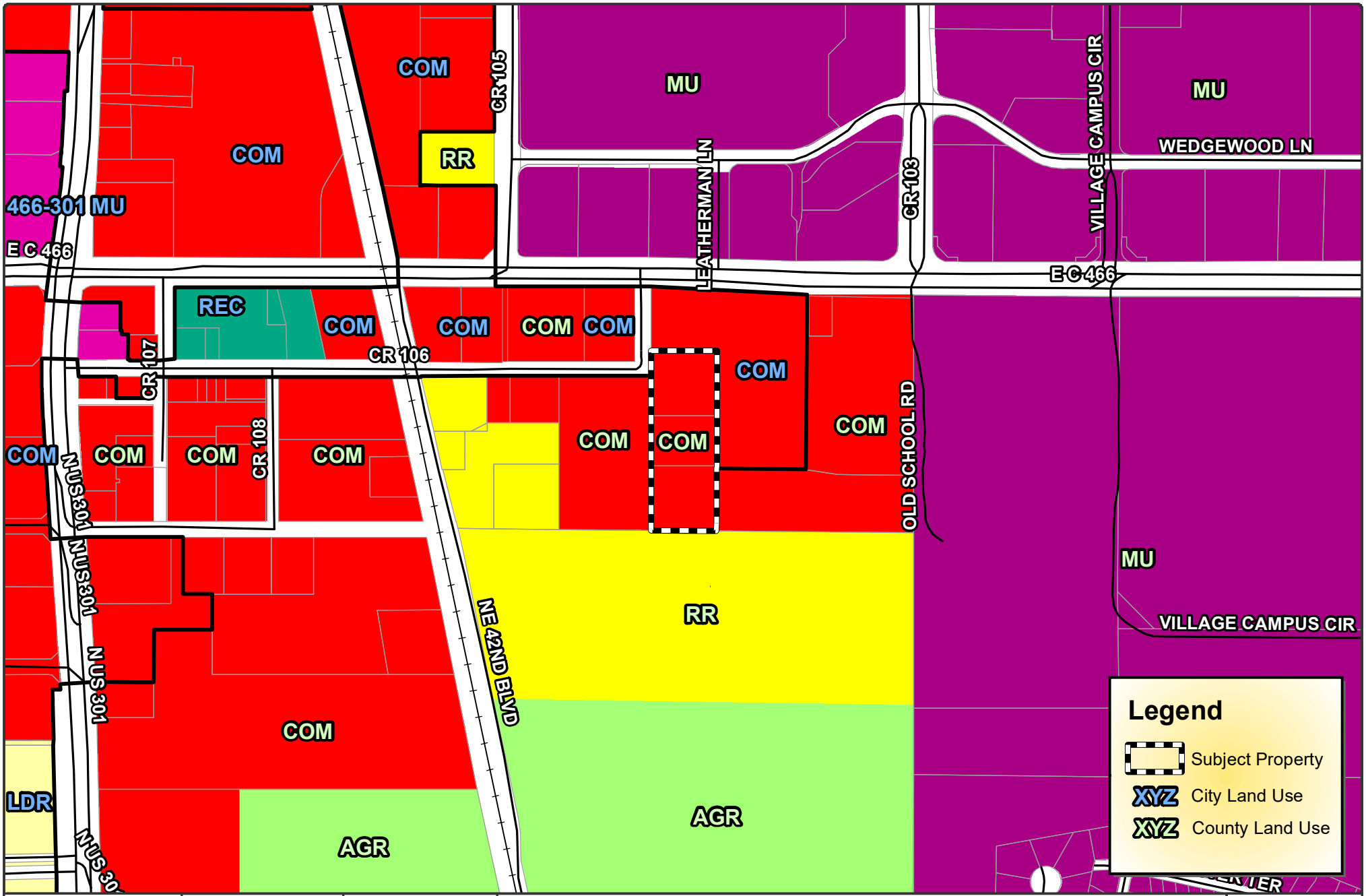
N
Feet
0 220 440

CP 2203-004 / RZ 2203-004

WOODSPRING SUITES OXFORD

PARCELS D17-060 & D17-136

MAP 1B
LOCATION MAP
MARCH 2022



WILDWOOD FLORIDA EST. 1877

CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

Feet 0 200 400

CP 2203-004

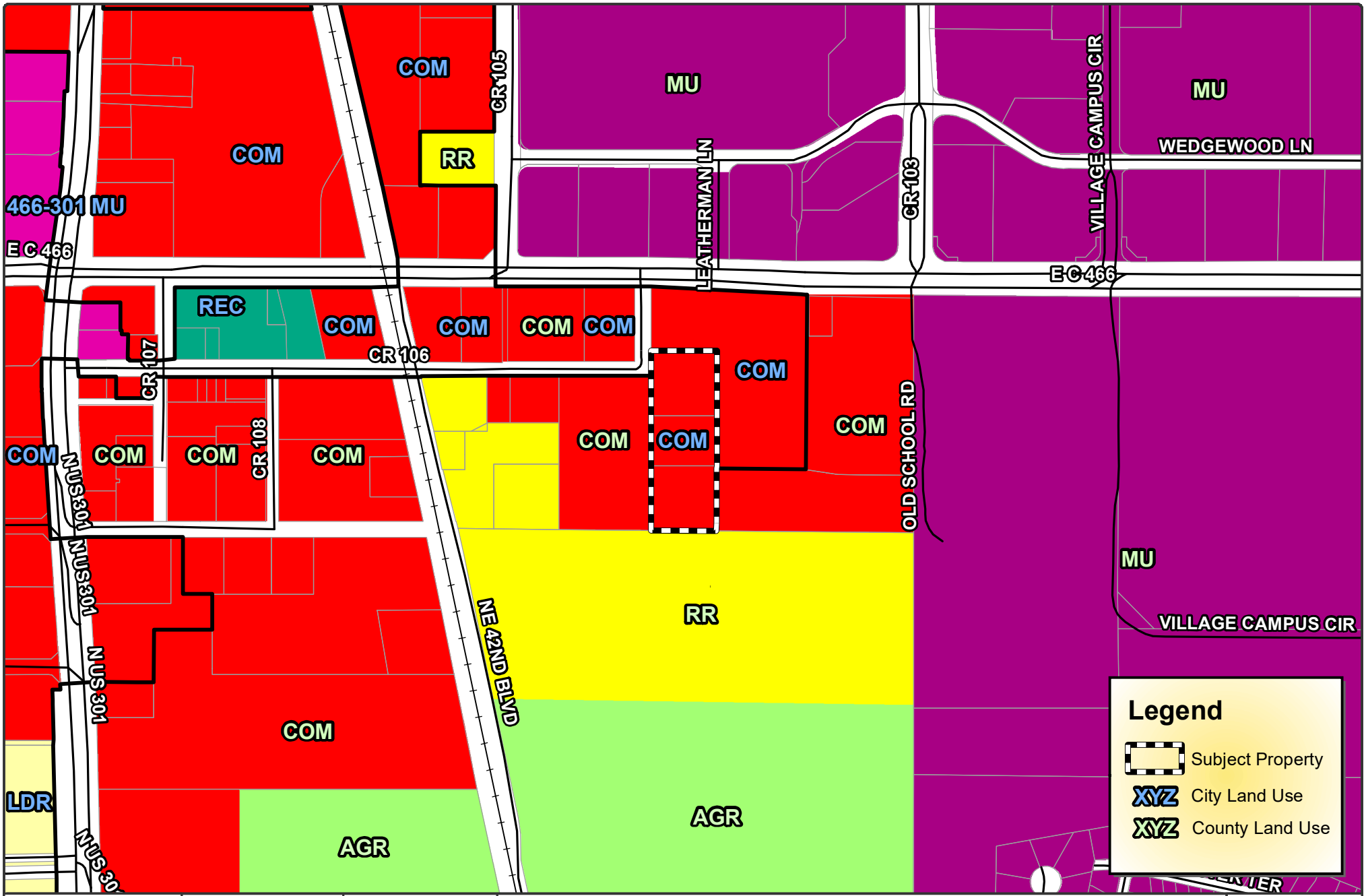
WOODSPRING SUITES OXFORD

PARCELS D17-060 & D17-136

MAP 2A

EXISTING LAND USE

MARCH 2022



WILDWOOD FLORIDA EST. 1877

CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

Feet 0 200 400

CP 2203-004

WOODSPRING SUITES OXFORD

PARCELS D17-060 & D17-136

MAP 2B

PROPOSED LAND USE PENDING COMMISSION APPROVAL

MARCH 2022

City of Wildwood, Florida
Planning & Zoning Board/Special Magistrate
as Local Planning Agency

The case below was heard on Tuesday, June 7, 2022, by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate as the Local Planning Agency for a Comprehensive Plan amendment to amend the FLU map designation from Commercial (Sumter County) to General Commercial (City) on 2.69 acres MOL.

Case No:	CP 2203-004 Woodspring Suites Oxford
Applicant:	DI Development, LLC
Owners:	Karol Lamb & Rocklyn Durgee
Parcel Number(s):	D17-060 & D17-136

Under Land Development Regulation (LDR) § 1.7(C), the Planning and Zoning Board/Special Magistrate as Local Planning Agency has a duty to make a recommendation to the City Commission on all proposed Comprehensive Plan amendments.

Based upon the testimony, evidence, and information presented as to the criteria set forth in LDR § 1.7(D), the Special Magistrate recommends approval of the Comprehensive Plan amendment and gives a favorable recommendation of Ordinance O2022-38 to the City Commission for final determination.

Dated: June 7, 2022

Lindsay C.T. Holt
Special Magistrate City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **RZ 2203-004 WoodSpring Suites Oxford**

REQUESTED ACTION: **Special Magistrate recommends approval.**

CONTRACT: Vendor/Entity:

Effective Date: Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case No:	RZ 2203-004 WoodSpring Suites Oxford
Ordinance No:	O2022-40
Applicant:	DI Development, LLC
Owners:	Karol Lamb & Rocklyn Durgee
Property Location:	On CR 106, approximately 244 ft. south of E C 466
Parcel Number(s):	D17-060 & D17-136

The applicant seeks approval from the City Commission for a Zoning Map Amendment to change the zoning district from Commercial Light (Sumter County) to C-3 (City) for the parcels listed above on 2.69 acres MOL. This request is accompanied by a concurrent Small Scale Comprehensive Plan amendment CP 2203-004.

Pursuant to Land Development Regulation (LDR) § 3.3(C)(4), staff believes the zoning change to C-3 should be granted based on the following criteria:

(a) Whether the proposed change is consistent with the comprehensive plan;
The proposed rezoning to C-3 is consistent with the proposed Future Land Use Map designation of General Commercial and the intent of the Comprehensive Plan as stated in FLU Policies 1.1.14, 1.12.1 and Objective 1.12.

(b) The existing land use pattern of the surrounding area;
The proposed rezoning to C-3 is compatible with the current land use development pattern in this area of Oxford. The property is intended to be used for a 122-room four-story hotel. The subject property is in an area of the city that is experiencing rapid growth. Properties adjacent to the subject property have been designated as Commercial by both the city and Sumter County.

(c) The possibility of adversely affecting public facilities such as schools, utilities, streets, etc;
Schools: As the proposed project is commercial in nature, no impacts to school capacity are expected.

Potable Water & Sewer: Water and sewer are in close proximity to the subject property. The applicant will work with the Utilities Department at the site plan stage to connect to water and sewer services.

Streets: Main access to the subject property is proposed from CR 106, which is a city maintained two-lane undivided roadway at the subject property.

(d) Whether changed or changing conditions make the passage of the proposed amendment necessary;
Development pressure has existed in this area due to the proximity of The Villages development. The rezoning is necessary to accommodate the proposed use of the property and to bring the property into compliance with the proposed Future Land Use designation. The C-3 zoning district is appropriate based on development in the Oxford area and the intended future use of the property.

(e) Whether the proposed change will create or excessively increase traffic congestion or otherwise be a detriment to public safety;
A traffic impact statement is provided by Protean Design Group. The trip generation summary shows an increase of 50 AM peak hour trips and an increase of 64 PM peak hour trips with a total daily trip increase of 935. The developer will be required to submit a traffic impact analysis (TIA) methodology to Sumter County Public Works for review and acceptance that is developed according to the city's Land Development Regulation requirements in Sec. 1.17. After the methodology is approved by Sumter County Public Works, the full TIA will be developed and required to be approved before submitting site plans to the city for review. The applicant will work with Sumter County Public Works to determine roadway improvements are needed once the TIA has been approved.

(f) Whether the proposed change will be a deterrent to the improvement or development of adjacent property;
The proposed rezoning will not be a deterrent to the improvement or development of adjacent properties. Property to the north and east is a commercial development. Property to the south and west is currently vacant land. Surrounding properties are allowed to develop according to their jurisdiction's future land use and zoning designations.

ZONING DESIGNATION SURROUNDING PROPERTIES	
NORTH	C-3 (City)
SOUTH	A10C (County)
EAST	CL (County) C-3 (City)
WEST	CL (County)

If approved, the applicant will be required to submit a site plan to the City prior to development. The site plan will need to follow all requirements as established in the City's Land Development Regulations and Design District Standards.

On Tuesday, June 7, 2022, the case was considered by the Planning & Zoning Board/Special Magistrate. Special Magistrate recommends approval and favorable recommendation of Ordinance Number O2022-40 and recommends the proposed rezoning be forwarded to the

City Commission for further action.

DATED: 6/7/2022

Roxann Read, AICP, CFM
Development Services Assistant Director

ORDINANCE NO. O2022-40

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; PROPOSING A ZONING MAP AMENDMENT TO THE OFFICIAL ZONING MAP IN ACCORDANCE WITH SECTIONS 3.2 AND 3.3 OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Wildwood, Florida, is proposing to amend the Official Zoning Map of said City, to include a rezoning of real property described as follows, to-wit:

Parcels D17-060 & D17-136
Karol Lamb & Rocklyn Durgee (Owner)
2.69 Acres +/-

LEGAL DESCRIPTION:

BEGIN AT THE NE CORNER OF SE 1/4 OF NW 1/4 OF SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, RUN WEST 850, SOUTH 230 FEET TO THE POINT OF BEGINNING, THENCE RUN SOUTH 557.6, EAST 210 FEET, NORTH 557.6 FEET, WEST 210 FEET TO THE POINT OF BEGINNING.

CONTAINS 2.69 ACRES, MORE OR LESS.

This property is to be reclassified from Commercial Light (Sumter County) to C-3 (City).

AND WHEREAS, the rezoning is consistent with the City's Comprehensive Plan and Land Development Regulations.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Wildwood, Florida, as follows:

SECTION 1. The Official Zoning Map of the City of Wildwood, Florida is hereby amended to include the above-referenced property as indicated above. The amendment to the Official Zoning Map is attached hereto as "Exhibit A" and incorporated herein by reference.

SECTION 2. All ordinances or parts of ordinances in conflict herewith, be, and the same are hereby repealed.

SECTION 3. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a Court or competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of said Ordinance.

SECTION 4. This Ordinance shall take effect 31 days after its final reading by the City Commission of the City of Wildwood.

DONE AND ORDAINED this _____ day of _____, 2022, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

_____
Ed Wolf, Mayor

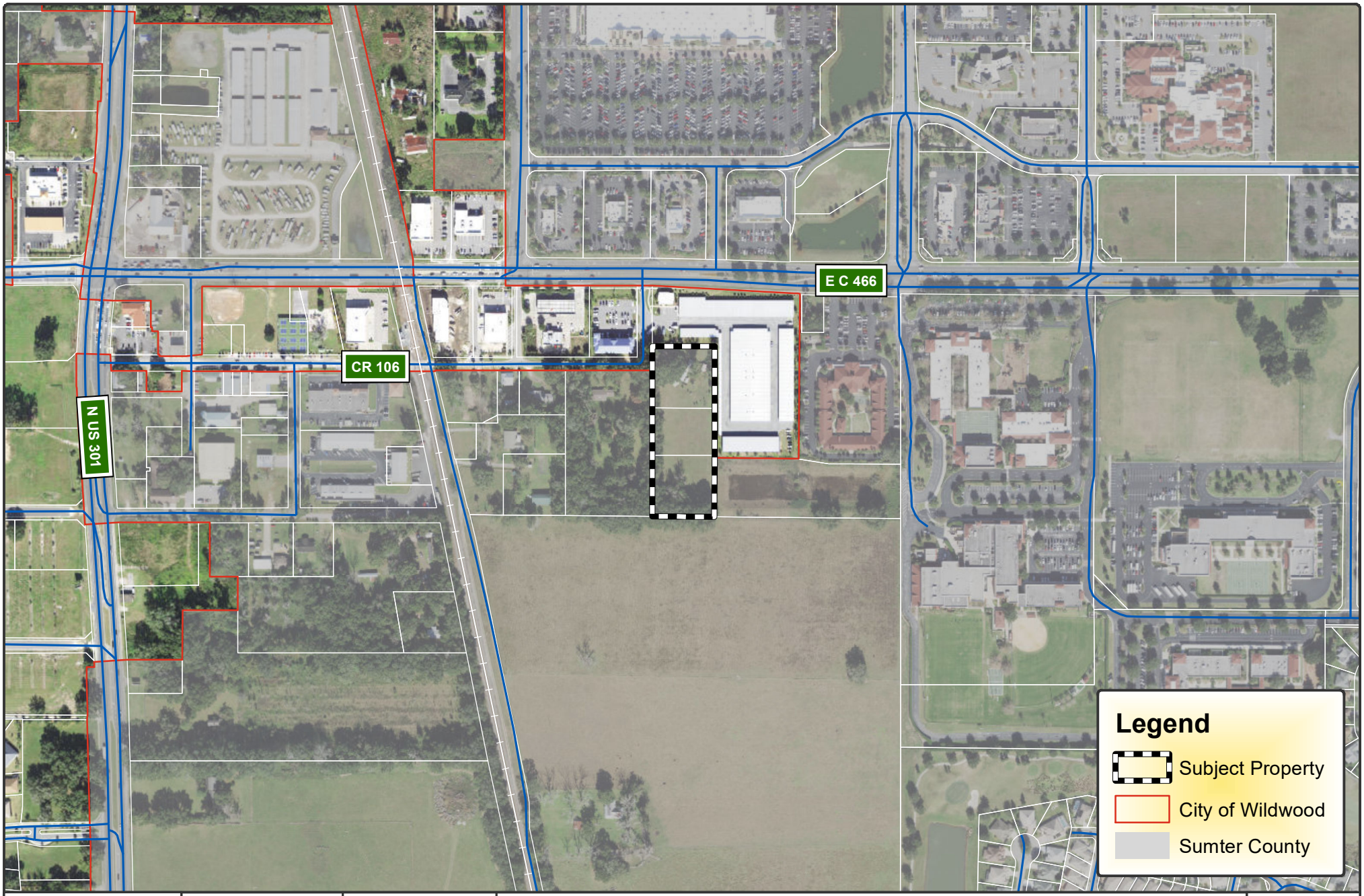
ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

_____
City Attorney



WILDWOOD
EST. 1877
FLORIDA

CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

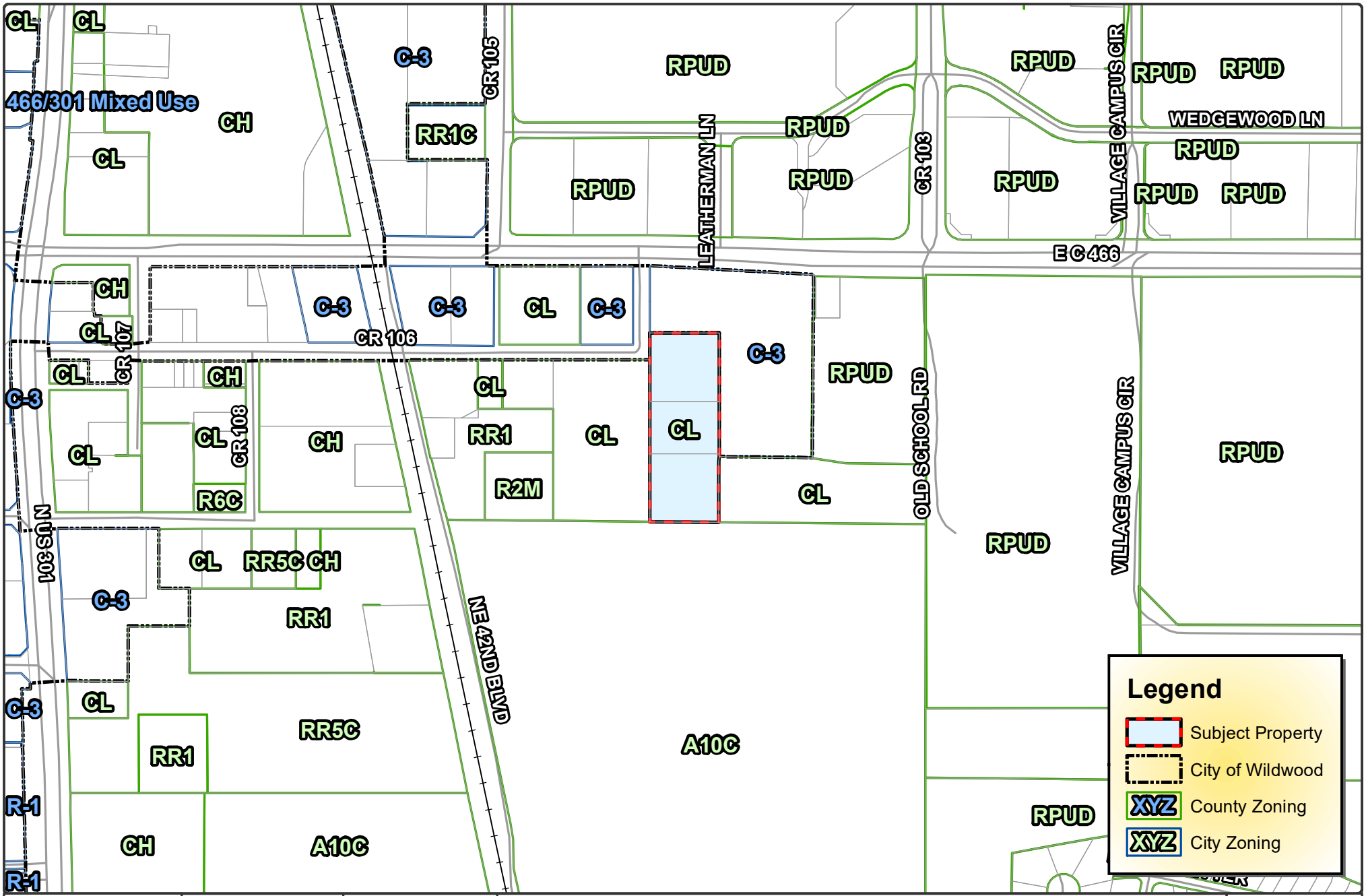
N
Feet
0 220 440

CP 2203-004 / RZ 2203-004

WOODSPRING SUITES OXFORD

PARCELS D17-060 & D17-136

MAP 1B
LOCATION MAP
MARCH 2022



CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

RZ 2203-004

WOODSPRING SUITES OXFORD

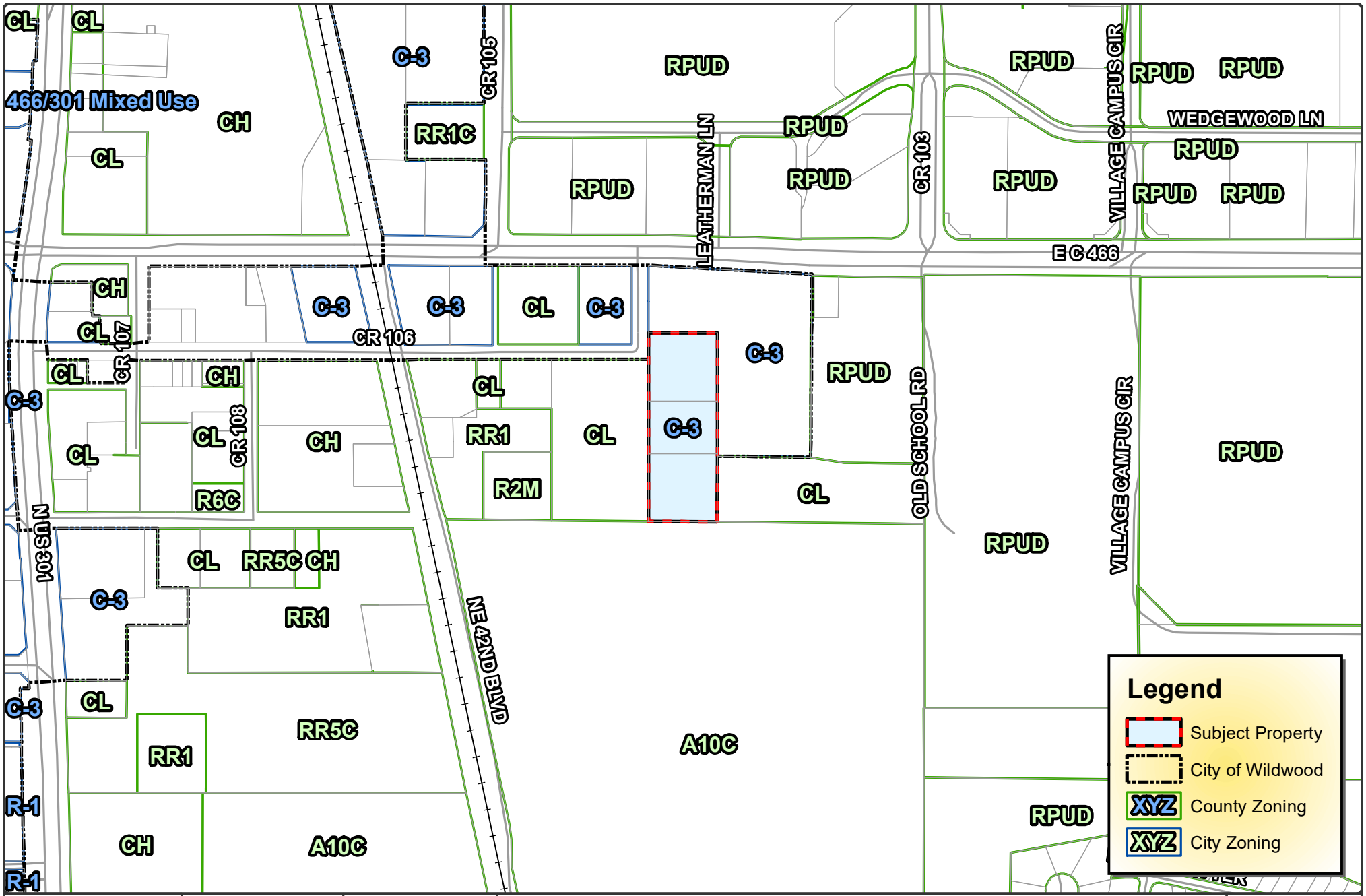
PARCELS D17-060 & D17-136

MAP 3A

CURRENT ZONING

MARCH 2022

Exhibit A



CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

RZ 2203-004

WOODSPRING SUITES OXFORD

PARCELS D17-060 & D17-136

MAP 3A

PROPOSED ZONING PENDING COMMISSION APPROVAL

MARCH 2022

City of Wildwood, Florida
Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, June 7, 2022, by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for a Zoning Map Amendment to change the zoning district from Commercial Light (Sumter County) to C-3 (City) on 2.69 acres MOL.

Case No:	RZ 2203-004 Woodspring Suites Oxford
Applicant:	DI Development, LLC
Owners:	Karol Lamb & Rocklyn Durgee
Parcel Number(s):	D17-060 & D17-136

Under Land Development Regulation (LDR) § 1.7(C), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed Zoning Map amendments.

Based upon the testimony, evidence, and information presented as to the criteria set forth in LDR § 1.7(D), the Special Magistrate recommends approval of the Zoning Map amendment and gives a favorable recommendation of Ordinance O2022-40 to the City Commission for final determination.

Dated: June 7, 2022

Lindsay C.T. Holt
Special Magistrate City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Second Amended and Restated Villages ARD Franchisees Ordinance**

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity:

Effective Date: Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

This ordinance modifies and restates Ordinance No. O2017-23, Ordinance No. O2019-55, and Ordinance No. O2020-14 concerning the various utility franchise agreements that were awarded within The Villages development.

The modification updates the franchise area and includes non-substantive changes sought by the developer's legal counsel.

ORDINANCE NO. O2022-43

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA; AMENDING AND RESTATING ORDINANCE NO. O2017-23, ORDINANCE NO. O2019-55 AND ORDINANCE O2020-14; PROVIDING A SHORT TITLE; PROVIDING FINDINGS AND INTENT; GRANTING CERTAIN NON-EXCLUSIVE FRANCHISES TO SOUTH SUMTER UTILITY COMPANY, LLC, SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, SOUTH SUMTER ELECTRIC COMPANY, LLC, SOUTH SUMTER GAS COMPANY, LLC, MIDDLETON UTILITY COMPANY, LLC, MIDDLETON WATER CONSERVATION AUTHORITY, LLC, GIBSON PLACE UTILITY COMPANY, LLC, AND GIBSON PLACE WATER CONSERVATION AUTHORITY, LLC, THEIR SUCCESSORS AND ASSIGNS (EACH A FRANCHISEE, AND SOMETIMES COLLECTIVELY REFERRED TO HEREIN AS THE "FRANCHISEES"); A FRANCHISE FOR A PERIOD OF THIRTY (30) YEARS FROM THE ADOPTION OF THIS ORDINANCE TO CONSTRUCT, OWN, OPERATE AND MAINTAIN CERTAIN SERVICES AND FACILITIES TO SERVE AREAS WITHIN AND ADJACENT TO THE VILLAGES AGE RESTRICTED DEVELOPMENT; SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISES SHALL OPERATE; AMENDING THE FRANCHISE TERRITORY; AMENDING NOTICE PROVISIONS; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Wildwood, Florida, as follows:

SECTION 1. SHORT TITLE. This Ordinance shall be known and may be cited as the "Second Amended and Restated Villages ARD Franchisees Ordinance."

SECTION 2. FINDINGS AND INTENT. The City Commission makes the following findings and intent:

(1) The City of Wildwood, Florida (hereafter "City") exercises control over all publicly dedicated rights-of-way, streets, alleys, bridges, easements, and other public places located within the limits of the City.

(2) Affiliates of the Franchisees are the Owners of that certain real property located in the City of Wildwood being more particularly described on **Exhibit "A"** attached hereto and incorporated herein (the "Property").

(3) Affiliates of Franchisees will develop the Property in accordance with its zoning and land use approvals for a large-scale active adult community (the "Villages ARD Planned Development").

(4) The Property is currently located within the City's exclusive water, wastewater, and reclaimed water service area.

(5) The City's reclaimed water service is not currently available to the Property.

(6) The City Commission has considered a request submitted by the proposed Franchisees, which are South Sumter Utility Company, LLC, Southeast Wildwood Water Conservation Authority, LLC, South Sumter Electric Company, LLC, South Sumter Gas Company, LLC, Middleton Utility Company, LLC, Middleton Water Conservation Authority, LLC, Gibson Place Utility Company, LLC, and Gibson Place Water Conservation Authority, LLC, to provide potable water and wastewater services, irrigation services with irrigation water, as well as electric and natural gas services to serve the Property.

(7) The aforesaid rights-of-way to be used by the Franchisees are valuable public properties to be dedicated to City by Owners and maintained by the City at great expense to the City's taxpayers, and the right to use said rights-of-way is a valuable property right to the Franchisees.

(8) The City desires to ensure that the aforesaid rights-of-way used by the Franchisees are promptly restored to a safe and secure condition to protect the health, safety and welfare of the citizens and residents of the City.

(9) State statutes, City ordinances, and the City Charter authorize the City to grant non-exclusive franchises for the purposes set forth herein.

(10) The City Commission amended certain terms of the Franchise granted to the South Sumter Utility Company, LLC pursuant to Ordinance O2017-23 and O2019-55.

(11) Further, the City terminated the Wholesale Potable Water and Wastewater Agreement entered into on September 14, 2017 as recorded in the Official Records Book 3276, Page 117, Public Records of Sumter County, Florida, through a territory and emergency services agreement.

(12) Pursuant to the termination of the Wholesale Potable Water and Wastewater Agreement, the City terminated the Grant of Easement as recorded in Official Record Book 3429, Page 375, Public Records of Sumter County, Florida.

(13) It is the further intent of the City Commission that as additional Villages ARD Planned Development property is added to the Property, the City will approve further

amendments to Ordinance O2017-23 and Ordinance O2019-55 expanding the boundary as it did in Ordinance O2020-14.

(14) After due deliberation and full consideration, the City Commission has determined to amend and restate Ordinance No. O2019-55 which granted a franchise to South Sumter Utility Company, LLC, Southeast Wildwood Water Conservation Authority, LLC, South Sumter Electric Company, LLC, and South Sumter Gas Company, LLC, to provide such services, subject to the terms and conditions set forth below.

SECTION 3. DEFINITIONS. For the purposes of this Ordinance, the following terms shall have the meaning given herein:

(a) The term "City" shall mean the City of Wildwood, Florida.

(b) The term "Customers" shall mean and include any and all organizations, firms, entities, or persons who may desire or require Franchisees' services for land located within the Franchise territory.

(c) The term "Franchisees" shall mean South Sumter Utility Company, LLC, a Florida limited liability company, Southeast Wildwood Water Conservation Authority, LLC, a Florida limited liability company, South Sumter Electric Company, LLC, a Florida limited liability company, South Sumter Gas Company, LLC, a Florida limited liability company, Middleton Utility Company, LLC, a Delaware limited liability company, Middleton Water Conservation Authority, LLC, a Delaware limited liability company, Gibson Place Utility Company, LLC, a Florida limited liability company and Gibson Place Water Conservation Authority, LLC, a Florida limited liability company. Franchisees shall also include any entity that is assigned the franchise rights of any Franchisee, in accordance with this Ordinance.

(d) The term "Franchise" or "Franchise Agreement" shall mean this Villages ARD Franchisees Ordinance and Agreement, as passed and adopted by the City and accepted by each Franchisee.

(e) The term "Franchise Territory" shall mean the following: (i) the area of the City more particularly described in **Exhibit "A"** attached hereto and incorporated herein, which area includes the Property and certain public right-of-way located adjacent to the Property; (ii) any and all streets, alleys, public ways or easements, and public property or places that may now or hereafter exist within the area of the City; and (iii) any other property that may be approved by the City from time to time for development as part of the Villages ARD Planned Development, provided such additional property must be added as an amendment to this franchise by ordinance, less and except that portion of the City lying within the Brownwood community.

(f) The term "Operating Revenues" for each Franchisee shall mean all user fees collected by Franchisees from the sale of such services provided by that Franchisee to Customers within and throughout the Franchise Territory. Operating Revenues shall not include Customer deposits, meter fees, fees or improvements received as

contributions-in-aid-of-construction, sales taxes, municipal public service taxes, franchise fees, or other non-user fees or charges derived from the operation of the services of such Franchisee.

(g) The term “Systems” shall have the meaning as herein defined in Section 5.

SECTION 4. AUTHORITY. This Ordinance is being adopted pursuant to the City’s Charter, relevant special acts, and Chapter 166, Florida Statutes (2021).

SECTION 5. GRANT OF AUTHORITY. There is hereby granted by the City to each Franchisee the non-exclusive right, privilege, and franchise to erect, construct, operate, and maintain the Systems and related facilities, including but not limited to pump, stations, wells, mains, pipes, supply pipes, conduits, ducts, service connections, manholes, control devises, and any other hardware or other appurtenances used as a means of producing, treating, conveying distributing, or selling certain services authorized by this Ordinance in Section 7 to any person or entity to be supplied by each Franchisee within the Franchise Territory and to sell and distribute such services to Customers within and throughout the Franchise Territory (hereinafter collectively referred to as “Systems”). The foregoing rights granted to each Franchisee shall be non-exclusive, but the City agrees, as part of the consideration for the granting of the purchase option set forth in this Franchise, to refrain from granting a similar franchise within the Franchise Territory to any other private, non-governmental entity or person at any time during the period of this Franchise, except for pre-existing franchises. The Franchisees each acknowledge that the City currently has Franchise Agreements with TECO (Ordinance No. O2009-13) dated August 9, 2009, Duke Energy (Ordinance No. 289) dated May 13, 1996, SECO (Ordinance No. O2020-68) dated November 9, 2020, Wildwood Utility Dependent District (Ordinance No. 02021-45) dated August, 23, 2021, and The City of Leesburg, Florida (Ordinance Nos. O2018-14 and O2020-31) dated February 26, 2018 and July 27, 2020, respectively. To the extent that any or all of these Franchise Agreement conflict with or supersede any Franchisee’s rights under this Franchise Agreement, no Franchisee shall interfere with or challenge the prior rights of TECO, Duke Energy, SECO, Wildwood Utility Dependent District and/or the City of Leesburg, Florida.

SECTION 6. NATURE OF FRANCHISE; POWERS RETAINED BY CITY. Once this Villages ARD Franchisees Ordinance becomes final, it shall be deemed both a contract with each Franchisee and a legislative act as provided under Florida law. Each Franchise is subject to all franchises and permits heretofore granted by the City Commission to use the streets, alleys, lanes, and public places of the City by public utility or public service corporations. It is not intended by the grant of this Franchise to abridge the exercise of the police power of the City. The grant of these Franchises is subject to all ordinances and resolution of the City Commission as the same now exist or may be hereafter amended, revised or modified to the extent no inconsistent with the terms of this Franchise. Each Franchisee shall at all times continue to be subject to all applicable public service taxes (Section 166.231, Florida Statutes), ad valorem taxes (Section 166.211, Florida Statutes), and such other applicable taxes, charges or fess as may be

lawfully authorized by the Florida Constitution, the general or special laws of the State of Florida, the provisions of the Municipal Home Rule Powers Act (Chapter 166, Florida Statutes), or the ordinances of the City, subject to the provisions of Section 5 and to the extent that such ordinances are not preempted, as a matter of law, by federal or state law. Each Franchisee shall, at all time, during the life of these Franchises, be subject to all lawful exercises of police power by the City, and to such reasonable laws, rules, and regulation as the City shall hereafter, by resolution or ordinance provide, including, but not limited to, any ordinances pertaining to excavation, reconstruction, and development requirements and standards.

SECTION 7. GRANT OF FRANCHISES.

(a) **Franchise Granted to South Sumter Utility Company, LLC**. The Franchise being granted to South Sumter Utility Company, LLC is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

(1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial and industrial purposes in accordance with applicable regulatory standards.

(2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

(1) Provide wastewater treatment facilities for the treatment of domestic, commercial and industrial wastewater in accordance with applicable regulatory standards;

(2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities;

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for Investor Owned Utilities.

In addition to the Franchisee Fee provided herein, South Sumter Utility Company, LLC agrees to pay Pilot Fees at the same time and manner as the Franchise Fees provided for herein. The Pilot Fee shall be calculated on a per ERC basis and charged at the time each ERC commences utilizing the service of the wastewater system. The fee initially shall be an estimate of the Average Depreciation Value of the capital facilities of the wastewater system which equals the estimated initial cost of construction plus depreciable value at the end of the franchise term divided by two; divided by the total number of ERC to be served by

said capital facilities; times the City's current millage rate; divided by 12 months. The initial Pilot Fee is $0.85 per ERC per month. The Pilot Fee may be reviewed and adjusted in five (5) year increments during the term of this franchise.

(b) **Franchise Granted to Southeast Wildwood Water Conservation Authority, LLC**. For Wastewater disposal, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of wastewater effluent shall be the responsibility of Southeast Wildwood Water Conservation Authority, LLC (SEWWCA), which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities and systems used or useful to serve the Franchise Territory with Irrigation Water. The source of such Irrigation Water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

(c) **Franchise Granted to South Sumter Electric Company, LLC**. For electric power distribution and related facilities, South Sumter Electric Company, LLC is granted the franchise pursuant to the provisions of this Ordinance. The Franchisee shall be responsible for constructing, operating and maintaining the facilities in accordance with Section 5. The Franchisee shall pay to the City a franchise fee as provided in this Ordinance.

(d) **Franchise Granted to South Sumter Gas Company, LLC.** For natural gas distribution and related facilities, South Sumter Gas Company, LLC is granted the franchise pursuant to the provisions of this Ordinance. The Franchisee shall be responsible for constructing, operating and maintaining the facilities in accordance with Section 5. The Franchisee shall pay to the City a franchise fee as provided in this Ordinance.

(e) **Franchise Granted to Middleton Utility Company, LLC.** The Franchise being granted to Middleton Utility Company, LLC is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

(1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial and industrial purposes in accordance with applicable regulatory standards.

(2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

(1) Provide wastewater treatment facilities for the treatment of domestic, commercial and industrial wastewater in accordance with applicable regulatory standards;

(2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities;

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for Investor Owned Utilities.

In addition to the Franchisee Fee provided herein, Middleton Utility Company, LLC agrees to pay Pilot Fees at the same time and manner as the Franchise Fees provided for herein. The Pilot Fee shall be calculated on a per ERC basis and charged at the time each ERC commences utilizing the service of the wastewater system. The fee initially shall be an estimate of the Average Depreciation Value of the capital facilities of the wastewater system which equals the estimated initial cost of construction plus depreciable value at the end of the franchise term divided by two; divided by the total number of ERC to be served by said capital facilities; times the City's current millage rate; divided by 12 months. The initial Pilot Fee is $0.85 per ERC per month. The Pilot Fee may be reviewed and adjusted in five (5) year increments during the term of this franchise

(f) **Franchise Granted to Middleton Water Conservation Authority, LLC.** For Wastewater disposal, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of wastewater effluent shall be the responsibility of Middleton Water Conservation Authority, LLC, which is granted the franchise, pursuant to the terms of this Ordinance

Irrigation System shall mean all improvements, facilities and systems used or useful to serve the Franchise Territory with Irrigation Water. The source of such Irrigation Water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

(g) **Franchise Granted to Gibson Place Utility Company, LLC.** The Franchise being granted to Gibson Place Utility Company, LLC is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

(1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial and industrial purposes in accordance with applicable regulatory standards.

(2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

(1) Provide wastewater treatment facilities for the treatment of domestic, commercial and industrial wastewater in accordance with applicable regulatory standards;

(2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities;

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for Investor Owned Utilities.

In addition to the Franchisee Fee provided herein, Gibson Place Utility Company, LLC agrees to pay Pilot Fees at the same time and manner as the Franchise Fees provided for herein. The Pilot Fee shall be calculated on a per ERC basis and charged at the time each ERC commences utilizing the service of the wastewater system. The fee initially shall be an estimate of the Average Depreciation Value of the capital facilities of the wastewater system which equals the estimated initial cost of construction plus depreciable value at the end of the franchise term divided by two; divided by the total number of ERC to be served by said capital facilities; times the City's current millage rate; divided by 12 months. The initial Pilot Fee is $0.85 per ERC per month. The Pilot Fee may be reviewed and adjusted in five (5) year increments during the term of this franchise.

(h) **Franchise Granted to Gibson Place Water Conservation Authority, LLC.** For Wastewater disposal, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of wastewater effluent shall be the responsibility of Middleton Water Conservation Authority, LLC, which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities and systems used or useful to serve the Franchise Territory with Irrigation Water. The source of such Irrigation Water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

SECTION 8. INDEMNIFICATION; INSURANCE.

(a) Each Franchisee or its subcontractors shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and cost of actions (including attorneys' fees and costs at trial and on appeal), of

any kind or nature, arising or growing out of, or any way connected with the exercise by Franchisees of its rights contained herein.

(b) Each Franchisee or its subcontractors shall procure and maintain, for the duration of this Franchise, insurance of the types and limits specified below:

(1) Comprehensive General Liability - bodily injury and property damage coverage shall be for not less than $1,000,000.00 per occurrence and not less than $1,000,000.00 in the aggregate. The City shall be named as an additional insured on the policy.

(2) Business Automobile Liability - business automobile liability coverage shall be in a combined single limit of not less than $500,000.00 per occurrence. The City shall be named as an additional insured on the policy.

(3) The City Commission for the City of Wildwood shall have the right to reassess and adjust the required amount of liability insurance required under this Section every five (5) years, if necessary. In so doing, the City Commission shall take into consideration all relevant factors, including, but not limited to, the rate of inflation, changes in law, and information related to risk assessment for the City. Whenever the City Commission exercises its right to reassess the amount of liability insurance required, the Franchisees shall have the right to present any information that they deem relevant to the City Commission's determination regarding the same.

SECTION 9. SERVICE STANDARDS. Franchisees shall maintain and operate its Systems and facilities and render efficient service in accordance with the rules and regulations as are, or may be, set forth by the City and/or other agency and/or entity with jurisdiction to regulate and/or promulgate rules regarding Franchisees' operations.

SECTION 10. PAYMENTS TO THE CITY.

(a) In consideration for the granting of each Franchise, each Franchisee (or its successors or assigns, as applicable), shall pay to the City (or its successors), an annual amount which will equal five percent (5%) of each Franchisees' annual gross Operating Revenues taken in and received by it for providing all aspects of services provided by each Franchisee to its Customers within the Franchise Territory, as now or hereafter constituted. Each Franchisee shall be permitted to collect the franchise fees provided for under this Franchise from its retail customers receiving said service as a line item on its retail bills. Each Franchisee may not incorporate any franchise fee into its other rates for service.

(b) The Franchisees shall pay the franchise fee provided by this section semi-annually on January 1 and July 1 of each year during the term of this franchise. Any payments not made by the Franchisees within 20 days after the date said payment is due, shall thereafter be payable with interest at the rate of fifteen percent (15%) per annum.

(c) Each Franchisee shall at all times continue to be subject to and shall pay to the City all legally authorized and applicable public service taxes, ad valorem taxes (intangible, personal, real), occupational taxes, and any and all other valid tax, levied or imposed by the City. Such charges and fees shall include but not be limited to licensing, permit fees, development review and inspection fees and all other such fees including fees, charges, taxes and/or assessments validly adopted and/or imposed during the term of this Franchise Agreement.

(d) The franchise fee payments, together with any interest that may apply, shall be made by wire transfer or other electronic means.

SECTION 11. RECORDS AND REPORTS. The City or its designated representative shall have the right during the term of each Franchise to examine, at all reasonable business hours, all of each Franchisee's plans, contracts, engineering, accounting, finance, statistical, customer and service records relating to performance under this Ordinance; provided, however, that the City expressly acknowledges and agrees that each Franchisee may redact proprietary information and any private customer information from such documents and records prior to making the same available to the City for examination hereunder. The City agrees to keep any information it obtains confidential to the maximum extent possible under Florida's public records law. As well, each Franchisee shall provide directly to the City an annual summary report showing gross revenues received by each Franchisee from its operations within the City during the preceding fiscal year and such other information as the City shall request with respect to properties, quality control, and expenses related to each Franchisee service within the City. The City may audit the financial records of each Franchisee for the purpose of determining that proper collection or payment of franchise fees is being made by each Franchisee in accordance with this Ordinance at the City's initial expense. Each Franchisee shall cooperate with and make available those records necessary for City to perform the audit. If the audit demonstrates that payment or collection of franchise fees is more than 5% less than the semi-annual amount that should have been paid or collected, each Franchisee shall, in addition to paying the fees that should have been paid or collected, pay the cost of the audit.

SECTION 12. RATES.

(a) Each Franchisee may charge to Customers such service rates and fees not in excess of those rates and fees set forth herein or as approved by the Florida Public Service Commission, or if not governed by the Florida Public Service Commission, then as approved by the City (hereinafter the "Approved Rates and Fee Schedule").

(b) From time to time, each Franchisee shall have the ability to apply to the City for changes to the Approved Rates and Fees Schedule. Requests for increases to the Approved Rates and Fees Schedule that do not exceed the rate of inflation determined by the Consumer Price index (CPI) for Utilities published by the U.S. Bureau of Labor Statistics appropriately adjusted for the calendar year (January 1st to December 31st)

preceding the calendar year in which the request is made shall not require an approval hearing of the City Commission; provided, however, that each Franchisee may only file one such request per calendar year. All other requests for changes to the Approved Rate and Fee Schedules shall be just, fair, and reasonable and require City Commission approval in a duly noticed public hearing. **NOTE:** In no event, will the actual annual rate adjustment be less than positive two percent (2%), and no greater than positive four percent (4%).

(c) Each Franchisee shall be responsible for the billing and collection of all fees and rates charged to Customers of the services authorized to each Franchisee by this Ordinance.

SECTION 13. TRANSFER OR ENCUMBRANCE OF FRANCHISES. No Franchisee may assign or otherwise transfer its franchise rights except with the prior written consent of the City expressed by an ordinance, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the City hereby consents to the following transfers: (i) any assignment of Franchisees' franchise rights to a third party owned, controlled or managed, directly or indirectly, by Franchisees; (ii) any assignment of Franchisees' franchise rights to the Community Development District that has been approved by the City, pursuant to Chapter 190, Florida Statutes, for the Property, or a special dependent or independent district created pursuant to the provisions of Chapter 189, Florida Statutes; and with such new Franchise entity assuming all of the duties and obligations of the assigning Franchise. Franchisees shall be released from all obligations set forth in this Ordinance upon the assignment of its rights in accordance with this Section and upon the written acceptance by assignee of the obligations so assigned by Franchisees.

SECTION 14. FORFEITURE OF FRANCHISE; NON-COMPLIANCE. In the event of a material default by any Franchisee with respect to its obligations under this Ordinance, the City shall provide written notice of such default to such Franchisee. In the event that Franchisee fails to cure the alleged material default within sixty (60) days of its receipt of such notice from the City, then the City shall be entitled: (i) to file an action against that Franchisee for specific performance of its obligations under this Ordinance; (ii) to file an action against Franchisees for damages actually incurred by City by reason of Franchisee's default of its obligations under this Ordinance, provided in no event shall City be entitled to recover any consequential, indirect, special, speculative, punitive or exemplary damages from Franchisee; or (iii) to file an action against Franchisee to terminate the Franchise as to that Franchise.

SECTION 15. TERM OF FRANCHISE. This Franchise and the rights herein granted to each Franchisee shall take effect after final passage of this Ordinance, as required by law, and full execution by all parties, and shall continue in full force and effect for a term of thirty (30) years after the date on which the Franchise Agreement was accepted by Franchisee in accordance with Section 16 below. The City recognizes that this Ordinance may be amended in the future ("Ordinance Amendment") to incorporate additional property which pursuant to Section 3(e) will become part of the Franchise

Territory. As additional areas are brought within the Franchise Territory, such Ordinance Amendment shall extend the term of the Franchise thirty (30) years from the effective date of each such amendment. At such time as any Franchise interest is conveyed to a community development district, dependent district or independent district (the "District") as may be created pursuant to Chapters 189 and 190, Florida Statutes, notice shall be provided to the City and, upon request by the District, the City will undertake deliberations to consider granting a thirty (30) year Franchise to the District, for the area within the District, under the same terms and conditions of the transferring Franchise.

SECTION 16. ACCEPTANCE. This Franchise is hereby granted upon the condition that, within thirty (30) days after the date of passage of this Ordinance, the Franchisee shall file with the City Clerk its acceptance of the terms and conditions of this Franchise, which acceptance shall be in writing, duly executed by or on behalf of the Franchisee and contain the Franchisee's address.

SECTION 17. SEVERABILITY. Notwithstanding the fact that each Franchise is a separate contract with each Franchisee, should any section or provision of this Franchise or any portion thereof, the deletion of which would not adversely affect (in the general sense) the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a judicial or administrative tribunal of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, the City and Franchisee shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial or administrative authority's decisions and consistent with the original intent of the parties as contained herein. If such decision is fundamental to or alters the essence of this Franchise, then the parties agree to negotiate a new franchise agreement.

SECTION 18. GOVERNING LAW AND VENUE. The rights and privileges granted to Franchisees by this Franchise shall at all times be subordinate and inferior to the rights of the public in and to the ordinary use of the Public Rights-of-Way and nothing in this Franchise shall be considered as a surrender by the City of its right and power to use and relocate the use of its rights-of-way. In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Sumter County, Florida.

SECTION 19. NOTICES. Except in exigent circumstances, and except as otherwise specifically provided in this Franchise, all notices by either City or Franchisee to the other shall be made by either depositing such notice in the United States Mail, Certified Mail return receipt requested or by facsimile. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States Mail unless otherwise provided. Any notice given by facsimile is deemed received by next Business Day. "Business Day" for purposes of this Section shall mean Monday through Friday, with Saturday, Sunday and City and Franchisee observed holidays excepted. All notices shall be addressed as follows:

As To City: City of Wildwood
Attn: Jason McHugh, AICP
City Manager
100 N. Main Street
Wildwood, FL 34785

With Copy to: Ashley S. Hunt, Esq.
Hunt Law Firm, P.A.
601 S. 9th Street
Leesburg, FL 34748

With Copy to: City of Wildwood
Attn: Susan Patterson
City Clerk
100 N. Main Street
Wildwood, FL 34785

As To Franchisees:

South Sumter Utility Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Southeast Wildwood Water Conservation Authority, LLC
3619 Kiessel Road
The Villages, Florida 32163

South Sumter Electric Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

South Sumter Gas Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Middleton Utility Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Middleton Water Conservation Authority, LLC
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Utility Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Water Conservation Authority, LLC,
3619 Kiessel Road
The Villages, Florida 32163

With Copy to:

South Sumter Utility Company, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Southeast Wildwood Water Conservation Authority, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

South Sumter Electric Company, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

South Sumter Gas Company, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Middleton Utility Company, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Middleton Water Conservation Authority, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Utility Company, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Water Conservation Authority, LLC,
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Notice shall be given as required by this Franchise and for all other emergencies. Notice shall be provided to the above-named addressees unless directed otherwise in writing by the City or Franchisee.

SECTION 20. NON-WAIVER PROVISION. The failure of either Party to insist in anyone or more instances upon the strict performance of anyone or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the Parties.

SECTION 21. COMPLETE AGREEMENT. This Franchise together with the exhibits (as may be amended from time to time in accordance with the terms hereof) represents the entire agreement of the Parties and supersedes all prior representations whether oral or in writing with respect to the rights of the Parties.

SECTION 22. RIGHT OF ACQUISITION BY CITY. The City shall have the right to purchase and take over the property and services of the South Sumter Utility Company, LLC Franchise, Middleton Utility Company, LLC, and/or Gibson Place Utility Company, LLC Franchise at the expiration of the term, unless the City requests to extend the Franchise(s) for an additional thirty (30) years. In the event the City desires to extend the Franchise(s), the City shall provide official notice to the Franchisee(s) one year in advance of the expiration of the term. In the event the City does not extend the Franchise(s), the City shall have the right to purchase and take over the property and services of the South Sumter Utility Company, LLC Franchise, Middleton Utility Company, LLC, and/or Gibson Place Utility Company, LLC Franchise, subject to this Ordinance by providing an official notice upon South Sumter Utility Company, LLC Franchisee, Middleton Utility Company, LLC Franchisee, and/or Gibson Place Utility Company, LLC Franchisee to that effect and payment to Franchisee(s) of the price. The Franchisee(s) shall execute such deeds or instruments of conveyance to the City as shall be required to convey to the City title to the property in fee simple, free from any and all liens and encumbrances. The price shall be based upon fair market value as determined by mutual agreement or non-binding arbitration. Each side shall pay its own attorneys' fees.

SECTION 23. AMENDMENTS TO FRANCHISE AGREEMENT. Changes in the terms and conditions to this Franchise Agreement may be made by written agreement between the City and the Franchisee.

SECTION 24. ORDINANCES REPEALED. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed as of the effective date.

SECTION 25. EFFECTIVE DATE. This Ordinance granting a franchise to Franchisee shall take effect immediately upon becoming a law; provided, however, this Ordinance shall become effective only upon the written acceptance of Franchisee all as provided in Sections 15 and16 hereinabove.

DONE AND ORDAINED this _____ day of June, 2022, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

_____
Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

_____
City Attorney

FRANCHISE AREA
AMENDED & RESTATED
JUNE 2022

PARCEL 1
THOSE PORTIONS OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17, LYING SOUTH OF STATE ROAD 44; LESS RIGHT-OF-WAY FOR COUNTY ROAD 179;

ALSO LESS: THE EAST 420.00 FEET THEREOF;

TOGETHER WITH:

BEGIN 33.00 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE SOUTH PARALLEL WITH THE WEST LINE THEREOF 600.83 FEET TO THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1922, PAGE 447, AS RECORDED IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE EAST ALONG THE SOUTH LINE THEREOF AND ITS EASTERLY EXTENSION 462.68 FEET TO THE WEST LINE OF THAT LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1659, PAGE 202, AS RECORDED IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE SOUTH ALONG SAID WEST LINE FOR 733.89 FEET TO THE SOUTH LINE OF THE SAID NORTHEAST 1/4; THENCE EAST ALONG SAID SOUTH LINE FOR 825.00 FEET TO THE SOUTHEAST CORNER OF THE SAID NORTHEAST 1/4; THENCE NORTH ALONG THE EAST LINE THEREOF 937.50 FEET; ; THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 FOR 420.00 FEET; THENCE NORTH ALONG THE WEST LINE OF THE EAST 420.00 FEET OF THE SAID NORTHEAST 1/4 FOR 397.50 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE WEST ALONG THE SOUTH LINE THEREOF 867.84 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 2
THOSE LANDS LYING IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, AS DESCRIBED IN THE FOLLOWING INSTRUMENTS; OFFICIAL RECORDS BOOK 3347, PAGE 618, OFFICIAL RECORDS BOOK 3347, PAGE 609 AND OFFICIAL RECORDS BOOK 3347, PAGE 615, ALL IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT A, AND LOTS 1 AND 2, BLOCK A OF HEARTY HOST LAKE RESORT UNIT 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 62 AND 62A, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF SAID SECTION 16, LYING NORTH OF THE NORTH LINE OF TRACT “A” HEARTY HOST LAKE RESORT, UNIT 2, AS RECORDED IN PLAT BOOK 4, PAGE 62, AND LYING

WEST OF FLAMINGO BOULEVARD (AKA WILLIAMSBURG LANE) AS SHOWN ON SAID PLAT AND LYING SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 44.

AND:

THAT PORTION OF FLAMINGO BOULEVARD, NOW KNOWN AS WILLIAMSBURG LANE, AS SET FORTH ON THAT CERTAIN PLAT OF HEARTY HOST LAKE RESORT, RECORDED IN PLAT BOOK 3, PAGE 57, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND DESCRIBED AS WILLIAMSBURG LANE, AS SET FORTH IN THAT CERTAIN PLAT OF HEARTY HOST LAKE RESORT UNIT 2, RECORDED IN PLAT BOOK 4, PAGE 62, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING NORTH OF A NORTHEASTERLY RADIAL EXTENSION OF THE SOUTHEASTERLY LINE OF LOT 2, BLOCK A, OF SAID HEARTY HOST LAKE RESORT UNIT 2, AND LYING SOUTH OF STATE ROAD 44.

AND:

THAT PORTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA LYING WITHIN THE FOLLOWING LANDS:

LYING SOUTH OF STATE ROAD NO. 44;

LYING EASTERLY AND NORTHEASTERLY OF WILLIAMSBURG LANE (ALSO KNOWN AS FLAMINGO BOULEVARD, PER HEARTY HOST LAKE RESORT, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 57, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA).

LYING NORTH OF THE FOLLOWING: SPRINGFIELD WAY (ALSO KNOWN AS BLUEGILL STREET) PER HEARTY HOST LAKE RESORT, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 57, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 1, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 40, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 63 AND 63A, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA).

LYING NORTH OF LOT 1, BLOCK A, OF WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 63 AND 63A, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

LESS AND EXCEPT:

LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2932, PAGE 793, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2759, PAGE 168, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND:

PARCEL 3
THE NORTH 811.80 FEET OF THE EAST 1716.00 FEET OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF THE EAST 858.00 FEET OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA LYING NORTH OF COUNTY ROAD 181, LESS THE NORTH 811.80 FEET THEREOF.

AND:

THAT PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LYING NORTH AND EAST OF FLORIDA'S TURNPIKE; LESS RIGHT OF WAY FOR COUNTY ROAD 181.

AND:

PARCEL 4
THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA AND THAT PORTION OF SAID SECTION 17, DESCRIBED AS FOLLOWS:
COMMENCE AT THE EAST 1/4 SECTION CORNER OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, THENCE RUN S89°49'48”W ALONG THE SOUTH LINE OF THE NE 1/4 A DISTANCE OF 825.00 FEET TO THE POINT OF BEGINNING, THENCE N0°01'08”W FOR 733.89 FEET; THENCE S89°47'45”W ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1922, PAGE 447 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA FOR 462.68 FEET; THENCE N0°01'08”W 600.83 FEET ALONG THE WEST LINE THEREOF AND ITS NORTHERLY EXTENSION TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NE 1/4; THENCE S89°47'45”W, ALONG SAID LINE 66.00 FEET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3027, PAGE 664, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE S0°01'08”E. ALONG SAID EXTENSION AND EAST LINE 630.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE S89°47'45”W ALONG THE SOUTH LINE OF SAID LANDS AND ITS WESTERLY EXTENSION FOR 627.34 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SW 1/4 OF THE NE 1/4; THENCE S0°01'41”E, 704.32 FEET TO THE NORTH LINE OF THE SE 1/4; THENCE N89°49'28”E ALONG SAID NORTH LINE, 1155.75 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

AND:

PARCEL 5
TRACT D, HEARTY HOST LAKE RESORT AS RECORDED IN PLAT BOOK 3, PAGES 57 AND 57A OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LESS AND EXCEPT A 50.00 FOOT BY 100.00 FOOT STRIP ABUTTING THE SOUTH LINE OF LOT 20, BLOCK B OF SAID PLAT.

AND LESS AND EXCEPT:

ANY PORTIONS THEREOF, LYING WITHIN THE CITY OF WILDWOOD LIFT STATION PROPERTIES (LIFT STATION NO. 1 AND LIFT STATION NO. 2) AS DESCRIBED IN WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 1077, PAGE 151 OF THE PUBLIC RECORDS

OF SUMTER COUNTY, FLORIDA.

SAID PROPERTIES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(LIFT STATION NO.1)
COMMENCE AT THE SOUTHWEST CORNER OF TRACT D, HEARTY HOST LAKE RESORT, AS RECORDED IN PLAT BOOK 3, PAGES 57 AND 57A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N89°38'01”E, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID TRACT D, A DISTANCE OF 158.08 FEET; TO THE POINT OF BEGINNING, SAID POINT BEING 1.0 FEET OUTSIDE OF A 4-FOOT TALL FIELD FENCE SURROUNDING LIFT STATION SITE AND IMPROVEMENTS; THENCE N09°29'23”W, PARALLEL TO SAID FENCE A DISTANCE OF 27.69 FEET; THENCE CONTINUE PARALLEL TO AND 1.0 FEET OUTSIDE OF THE PERIMETER FENCE THE FOLLOWING COURSES AND DISTANCES: N77°35'26”E, A DISTANCE OF 48.35 FEET; S21°59'07”E, A DISTANCE OF 49.47 FEET; S81°26'05”W, A DISTANCE OF 59.00 FEET; THENCE N09°29'23”W, A DISTANCE OF 17.20 FEET TO THE POINT OF BEGINNING.

AND:

(LIFT STATION NO. 2)
COMMENCE AT THE MOST WESTERLY CORNER OF LOT 13, BLOCK B, OF HEARTY HOST LAKE RESORT, AS RECORDED IN PLAT BOOK 3, PAGES 57 AND 57A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE S53°17'27'W, ALONG A SOUTHWESTERLY PROJECTION OF THE NORTHWESTERLY BOUNDARY OF SAID LOT 13, A DISTANCE OF 8.51 FEET TO THE POINT OF BEGINNING, SAID POINT BEING 1.0 FEET OUTSIDE OF A 6-FOOT TALL PRIVACY FENCE SURROUNDING LIFT STATION SITE AND IMPROVEMENTS; THENCE S35°18'00”E, PARALLEL TO SAID FENCE A DISTANCE OF 5.78 FEET; THENCE CONTINUE PARALLEL TO AND 1.0 FEET OUTSIDE OF THE PERIMETER FENCE THE FOLLOWING COURSES AND DISTANCES; S55°05'17”W, A DISTANCE OF 18.33 FEET; N34°23'34”W, A DISTANCE OF 13.88 FEET; N53°11'59”E, A DISTANCE OF 18.11 FEET; THENCE S35°18'00”E, A DISTANCE OF 8.69 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 6
THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY; LESS THE NORTH 400.00 FEET THEREOF

AND:

THAT PART OF THE EAST 1/2 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH AND EAST OF FLORIDA'S TURNPIKE, LESS AND EXCEPT LOTS 8 AND 9, BLOCK R, WILDWOOD RANCH, A SUBDIVISION AS PER PLAT THEREOF FILED IN PLAT BOOK 3, PAGES 29A AND 29B, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; ALSO LESS AND EXCEPT RIGHT-OF-WAY FOR COUNTY ROAD 181.

AND:

THAT PORTION OF THE NORTH 3/4 OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING WESTERLY OF LAKE OKAHUMPKA

AND LYING NORTH AND EAST OF FLORIDA'S TURNPIKELESS ANY PORTION LYING WITHIN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 21.

AND:

THE SOUTH 1/2 OF THE SOUTH 1/2 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING SOUTH OF LAKE OKAHUMPKA, LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

PARCEL 7
THAT LAND LYING IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 20, BEING THE POINT OF COMMENCEMENT, RUN ALONG THE EAST LINE THEREOF THE FOLLOWING TWO COURSES: N00°07'23"E, 46.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°07'23"E, 1,871.16 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF FLORIDA'S TURNPIKE; THENCE DEPARTING SAID EAST LINE AND ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY THE FOLLOWING TWO COURSES: N42°56'27"W, 3,013.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 5,579.58 FEET; THENCE NORTHWESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 07°56'12", A DISTANCE OF 772.89 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY AND ALONG SAID EAST LINE, RUN SOUTH 660.00 FEET, MORE OR LESS, TO THE NORTH LINE OF SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID EAST LINE AND ALONG SAID NORTH LINE, RUN WEST 1,322.00 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE DEPARTING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4, S00°10'33"W, 654.20 FEET TO THE NORTHERLY RIGHT-OF-WAY OF LOIS AVENUE, AS SHOWN ON WILDWOOD RANCH, AS RECORDED IN PLAT BOOK 3, PAGES 29A THROUGH 29B, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE FOLLOWING COURSES AS SHOWN ON SAID PLAT: THENCE DEPARTING SAID WEST LINE AND ALONG SAID NORTHERLY RIGHT-OF-WAY, S89°39'15"E, 353.50 FEET TO THE NORTHERLY EXTENSION OF THE EASTERLY RIGHT-OF-WAY OF LEE STREET; THENCE DEPARTING SAID RIGHT-OF-WAY, S00°21'17"W, ALONG THE EASTERLY RIGHT-OF-WAY OF LEE STREET AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 178.54 FEET TO THE SOUTHWEST CORNER OF LOT 2, BLOCK P; THENCE DEPARTING THE EASTERLY RIGHT-OF-WAY OF LEE STREET AND ALONG THE BOUNDARY OF SAID LOT 2 THE FOLLOWING COURSES: S89°39'16"E, 580.03 FEET; THENCE N00°21'57"E, 178.54 FEET TO THE NORTHERLY RIGHT-OF-WAY OF LOIS AVENUE; THENCE DEPARTING THE BOUNDARY OF SAID LOT 2 AND ALONG SAID NORTHERLY RIGHT-OF-WAY, S89°39'16"E, 515.91 FEET TO THE NORTHERLY EXTENSION OF THE WESTERLY BOUNDARY OF LOT 13, BLOCK N; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, S00°22'04"W, ALONG SAID NORTHERLY EXTENSION AND WESTERLY BOUNDARY A DISTANCE OF 666.78 FEET TO THE NORTHEAST CORNER OF LOT 3, BLOCK N; THENCE ALONG THE BOUNDARY OF LOTS 3 AND 4, BLOCK N, THE FOLLOWING COURSES: N89°39'51"W, 155.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE S00°22'04"W, 611.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE S89°35'38"E, 310.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE N00°22'04"E, 612.15 FEET

TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE DEPARTING THE BOUNDARY OF SAID LOTS 3 AND 4, ALONG THE SOUTHERLY BOUNDARY OF LOTS 9 THROUGH 12, BLOCK N, AND THE EASTERLY EXTENSION THEREOF, S89°39'51"E, 689.50 FEET TO THE EASTERLY RIGHT-OF-WAY OF JUANITA STREET; THENCE DEPARTING SAID EASTERLY EXTENSION AND ALONG SAID EASTERLY RIGHT-OF-WAY, S00°19'38"W, 662.84 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF LOT 4, BLOCK M; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY AND ALONG SAID NORTHERLY BOUNDARY, S89°37'33"E, 345.89 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, S00°05'42"W, 661.44 FEET TO THE SOUTHWEST CORNER THEREOF AND THE NORTHEAST CORNER OF LOT 20, BLOCK H; THENCE DEPARTING SAID WEST LINE AND ALONG THE NORTHERLY BOUNDARY OF SAID LOT 20, N89°41'39"W, 643.47 FEET TO THE EASTERLY RIGHT-OF-WAY OF WILDWOOD STREET; THENCE DEPARTING SAID NORTHERLY BOUNDARY AND ALONG SAID EASTERLY RIGHT-OF-WAY, S00°21'08"W, 1,310.74 FEET TO THE SOUTHWEST CORNER OF LOT 13, BLOCK H; THENCE ALONG THE SOUTHERLY BOUNDARY OF LOTS 13 AND 30, BLOCK H, S89°38'50"E, 1,260.27 FEET TO THE SOUTHEAST CORNER OF SAID LOT 30 AND THE WESTERLY RIGHT-OF-WAY OF MEDINA STREET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY AND ALONG SAID RIGHT-OF-WAY, N00°21'42"E, 35.24 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 13, BLOCK G; THENCE DEPARTING SAID RIGHT-OF-WAY AND ALONG SAID WESTERLY EXTENSION AND THE SOUTH BOUNDARY OF SAID LOT 13, BLOCK G, S89°35'54"E, 699.28 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 8

THAT LAND LYING IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 20, BEING THE POINT OF COMMENCEMENT, RUN ALONG THE EAST LINE THEREOF THE FOLLOWING TWO COURSES: S00°19'55"W, 448.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°19'55"W, 2,210.14 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 20; THENCE ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 29, S00°20'02"W, 2,516.37 FEET TO THE NORTHERLY RIGHT-OF-WAY OF C-468; THENCE DEPARTING SAID EAST LINE AND ALONG SAID RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2791, PAGE 736 AND OFFICIAL RECORDS BOOK 871, PAGE 387, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, THE FOLLOWING COURSES: N89°43'13"W, 115.87 FEET; THENCE S88°50'55"W, 747.68 FEET; THENCE N89°09'24"W, 209.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 5,794.58 FEET; THENCE WESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 02°29'41", A DISTANCE OF 252.30 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4; THENCE DEPARTING SAID RIGHT-OF-WAY AND ALONG SAID EAST LINE, N00°29'26"E, 1,377.15 FEET TO THE SOUTHEAST CORNER OF LOT 13, BLOCK F, AS SHOWN ON WILDWOOD RANCH, AS RECORDED IN PLAT BOOK 3, PAGES 29A THROUGH 29B, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE FOLLOWING COURSES AS SHOWN ON SAID PLAT: N89°38'52"W, ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 13 A DISTANCE OF 639.93 FEET TO THE EASTERLY RIGHT-OF-WAY OF WILDWOOD STREET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, N00°21'01"E, 3,501.12 FEET TO THE NORTHWESTERLY CORNER OF LOT 10, BLOCK H; THENCE DEPARTING SAID EASTERLY

RIGHT-OF-WAY, S89°39'22"E, ALONG THE NORTHERLY BOUNDARY OF LOT 10, BLOCK H AND LOT 33, BLOCK H, A DISTANCE OF 1,260.08 FEET TO THE WESTERLY RIGHT-OF-WAY OF MEDINA STREET; THENCE DEPARTING SAID NORTHERLY BOUNDARY AND ALONG SAID WESTERLY RIGHT-OF-WAY, S00°21'42"W, 130.36 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 9, BLOCK G; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, S89°37'28"E, ALONG SAID WESTERLY EXTENSION AND THE NORTHERLY BOUNDARY OF SAID LOT 9, 699.71 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 9
ALL OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE; AND LESS RIGHT-OF-WAY FOR COUNTY ROAD 468.

AND:

PARCEL 10
THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY FLORIDA.

AND:

THE SOUTH 1/2 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAYS FOR FLORIDA'S TURNPIKE AND COUNTY ROAD 468 AND LESS ANY PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1077, PAGE 294, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND:

PARCEL 11
THE NORTH 3/4 OF THE EAST 1/2 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS RIGHT-OF-WAY FOR COUNTY ROAD 501 AND LESS RIGHT-OF-WAY FOR COUNTY ROAD 468.

AND:

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA AND THE NORTH 30.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; LESS THAT PORTION OF THE EAST 35.75 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING SOUTH OF THE NORTH 208.71 FEET THEREOF, ALSO LESS RIGHT-OF-WAY FOR COUNTY ROAD 501.

AND:

PARCEL 12
ALL OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE, AND LESS RIGHT OF WAY FOR COUNTY ROAD 468 AND LESS RIGHT-OF-WAY FOR COUNTY ROAD 501. LESS THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 LYING SOUTH OF FLORIDA'S TURNPIKE.

AND:

PARCEL 13
THE SOUTH 3/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD NO. 44 AND WEST OF COUNTY ROAD NO. 468, LESS AND EXCEPT THE WEST 1/4 OF THE WEST 1/2 OF SAID SECTION, AND LESS AND EXCEPT THE SOUTH 139 FEET OF THE WEST 1000 FEET OF THE EAST 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION, AND LESS AND EXCEPT THE WEST 1000 FEET OF THE EAST 3/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, AND ALSO LESS AND EXCEPT ANY PORTION THEREOF LYING SOUTH OF THE LINE BETWEEN UNIT 1 AND UNIT 2 OF CONTINENTAL CAMPER RESORTS, INC. SUBDIVISION AS SHOWN IN PLAT BOOK 3 ON PAGE 51-A OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, AND LESS ANY PORTION VESTED IN THE FLORIDA DEPARTMENT OF TRANSPORTATION, PER OFFICIAL RECORDS BOOK 688, PAGE 122, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND:

PARCEL 14
THAT PORTION OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING EAST OF COUNTY ROAD C-468 AND SOUTH OF STATE ROAD 44.

AND:

THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD NO. 44.

AND:

THAT PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 688, PAGE 122, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE THEREOF RUN N89°32'23"E, 996.12 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE RUN N15°33'34"W, 76.17 FEET; THENCE N33°40'40"W, 89.06 FEET; THENCE N56°01'00"W, 109.03 FEET; THENCE N81°01'49"W, 111.45 FEET; THENCE N08°58'11"E, 220.30 FEET; THENCE S81°01'49"E, 195.00 FEET; THENCE N78°16'29"E, 90.30 FEET; THENCE N43°41'47"E, 58.88 FEET; THENCE N16°11'00"E, 61.72 FEET TO A POINT ON THE PROPOSED SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 44; THE FOLLOWING TWO (2) COURSES BEING ALONG SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE: RUN S81°01'49"E, 210.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 68,622.93 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°01'14", AN ARC DISTANCE OF 24.52 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 24; THENCE ALONG SAID EAST LINE RUN S00°17'27"W, 493.95 FEET TO THE AFORESAID SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 24; THENCE ALONG SAID SOUTH LINE RUN S89°32'23"W, 332.27 FEET TO THE POINT OF BEGINNING.

AND:

THAT PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 688, PAGE 122, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE ALONG THE WEST LINE THEREOF RUN N00°20'01"E, 265.04 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN N81°01'49"W, 192.49 FEET; THENCE N08°58'11"E, 443.80 FEET TO A POINT ON THE PROPOSED SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 44; THENCE ALONG SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE RUN S81°01'49"E, 300.00 FEET; THENCE DEPARTING SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE RUN S08°58'11"W, 443.80 FEET; THENCE N81°01'49"W, 107.51 FEET TO THE POINT OF BEGINNING.

AND:

ALL OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE NORTH 1/2 OF THE NORTHEAST 1/4 AND LESS THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION.

AND:

THAT PORTION OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING EASTERLY AND SOUTHERLY OF COUNTY ROAD C-468, LESS THOSE LANDS VESTED IN GRACE TABERNACLE OF WORSHIP, INC. ALSO BEING DESCRIBED AS:
THE EAST 436.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, LYING SOUTH OF COUNTY ROAD C-468.

AND:

ALL OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, AND THAT PORTION OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH OF FLORIDA'S TURNPIKE.

AND:

THOSE PORTIONS OF SECTIONS 1 AND 2, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH OF FLORIDA'S TURNPIKE.

LESS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 23 EAST IN SUMTER COUNTY, FLORIDA; THENCE RUN S00°40'20”W, ALONG THE EAST BOUNDARY OF SAID SECTION 1, A DISTANCE OF 2240.02 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3485, PAGE 709 AND A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2044, PAGE 465, ALL IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2044, PAGE 465 THE FOLLOWING COURSES: CONTINUE S00°40'20”W, ALONG SAID EAST BOUNDARY OF SECTION 1, A DISTANCE OF 557.86 FEET TO THE EAST

1/4 CORNER OF SAID SECTION 1; THENCE S00°44'45”W, ALONG SAID EAST BOUNDARY OF SECTION 1, A DISTANCE OF 2487.49 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE, AS RECORDED ON FLORIDA STATE TURNPIKE AUTHORITY RIGHT OF WAY MAP PROJECT NO. 2, SECTION 14; THENCE RUN ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) N42°21'30”W, A DISTANCE OF 505.19 FEET TO A CURVE THAT IS CONCAVE TO THE SOUTHWEST; (2) THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 1498.35 FEET (SAID CURVE HAVING A RADIUS OF 5879.58 FEET, A CENTRAL ANGLE OF 14°36'04” AND A CHORD BEARING AND DISTANCE OF N49°46'20”W, 1494.30 FEET); (3) THENCE N57°03'06”W, A DISTANCE OF 287.77 FEET TO A POINT ON THE WEST LINE OF A 100 FOOT FLORIDA POWER EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1758, PAGE 342, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N02°21'09”W, ALONG SAID WEST EASEMENT LINE, A DISTANCE OF 337.71 FEET; THENCE N00°39'29”E, ALONG SAID WEST EASEMENT LINE, A DISTANCE OF 1724.92 FEET; THENCE DEPARTING SAID WEST EASEMENT LINE, S89°36'07”E, A DISTANCE OF 527.02 FEET TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3485, PAGE 709; THENCE DEPARTING THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2044, PAGE 465 AND ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3485, PAGE 709 THE FOLLOWING COURSES: S00°27'55”W, 500.00 FEET; THENCE S89°36'07”E, 1205.06 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 15
THAT PORTION OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 23 EAST, LYING SOUTH OF THE TURNPIKE, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 23 EAST, LYING SOUTH OF THE TURNPIKE, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 23 EAST, LYING SOUTH OF THE TURNPIKE, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING EASTERLY AND NORTHEASTERLY OF C.R. 501.

LESS:

THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2150, PAGE 462, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND THAT PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 497, PAGE 736, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING EAST OF THE EASTERLY RIGHT-OF-WAY FOR COUNTY ROAD CR-501; ALL LYING IN SECTION 3, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 3 RUN S33°52'42"E, 202.27 FEET (THE WEST BOUNDARY OF SAID SOUTHWEST 1/4 HAVING A BEARING OF S00°08'13"E); THENCE N66°56'13"E, 149.48 FEET TO THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD CR-501 AND THE POINT OF BEGINNING; THENCE CONTINUE N66°56'13"E, 415.12 FEET; THENCE S23°03'47"E, 396.69 FEET; THENCE S66°56'13"W, 414.82 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY OF COUNTY ROAD CR-501 AND A POINT ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,920.00 FEET AND A CHORD BEARING AND DISTANCE OF N23°06'23"W, 396.69 FEET; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY, THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°47'23", A DISTANCE OF 397.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THE EAST 1/2 OF THE EAST 1/2 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THAT PART OF THE WEST 1/2 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH AND EAST OF COUNTY ROAD CR-501.

AND:

THE SE 1/4 OF THE NW 1/4 OF THE NE 1/4 AND THE WEST 1/2 OF THE NW 1/4 OF THE NE 1/4 AND THE SW 1/4 OF THE NE 1/4 AND THE NW 1/4 OF THE SE 1/4, ALL LYING AND BEING IN SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT OF WAY OF COUNTY ROAD NO. 501 ACROSS THE WEST SIDE THEREOF.

AND LESS AND EXCEPT THE NORTH 405 FEET OF THE NW 1/4 OF THE SE 1/4 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT OF WAY OF COUNTY ROAD NO. 501 ACROSS THE WEST SIDE THEREOF.

AND LESS AND EXCEPT THE SOUTH 270.00 FEET OF THE NORTH 675.00 FEET OF THE WEST 885.00 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE RIGHT-OF-WAY FOR COUNTY ROAD 501.

TOGETHER WITH:

THE SW 1/4 OF THE SE 1/4, LESS ROAD RIGHT OF WAYS FOR COUNTY ROADS 501 AND 470, SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

TOGETHER WITH:

ALL OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS COUNTY ROAD CR-470 RIGHT-OF-WAY.

TOGETHER WITH:

ALL OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY FOR CR-470 AND LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE.

AND:

PARCEL 16
ALL OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

LESS THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

ALSO LESS THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

ALSO LESS THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

ALSO LESS COUNTY ROAD 470 RIGHT-OF-WAY.

TOGETHER WITH:

ALL OF SECTIONS 14, 15, 16, 21, 22, 23,24, 25, 26 AND 27 OF TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS ANY PORTIONS THEREOF LYING WITHIN THE RIGHT-OF-WAY FOR COUNTY ROAD 470.

AND:

THE EAST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS ANY PORTION THEREOF LYING WITHIN THE RIGHT-OF-WAY FOR COUNTY ROAD 470.

AND:

THE EAST 1/2 OF THE NORTHEAST 1/4 AND THE SOUTH 1/2 OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

SECTION 28, TOWNSHIP 20, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 THEREOF.

AND:

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

THE EAST 3/4 AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 20, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF THE LANDS DESCRIBED IN O.R. BOOK 3625, PAGE 110, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING IN SECTION 1, TOWNSHIP 21 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING MORE PARTTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT NORTHEAST CORNER OF SAID SECTION 1; THENCE RUN SOUTH 00°11'34" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 2640.92 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 1; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 00°11'34" WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 683.08 FEET TO A POINT ON THE BOUNDARY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2606, PAGE 481, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, RUN ALONG SAID BOUNDARY LINE THE FOLLOWING NINE (9) COURSES AND DISTANCES: (1) THENCE RUN NORTH 84°29'02" WEST, A DISTANCE OF 777.58 FEET; (2) THENCE RUN NORTH 07°57'01" WEST, A DISTANCE OF 1713.56 FEET; (3) THENCE RUN SOUTH 60°43'23" WEST, A DISTANCE OF 597.88 FEET; (4) THENCE RUN SOUTH 66°39'30" WEST, A DISTANCE OF 184.49 FEET; (5) THENCE RUN SOUTH 78°24'35" WEST, A DISTANCE OF 135.85 FEET; (6) THENCE RUN NORTH 53°32'09" WEST, A DISTANCE OF 100.92 FEET; (7) THENCE RUN NORTH 31°34'09" WEST, A DISTANCE OF 464.53 FEET; (8) THENCE RUN NORTH 03°09'28" WEST, A DISTANCE OF 526.69 FEET; (9) THENCE RUN NORTH 01°23'28" WEST, A DISTANCE OF 968.40 FEET TO A POINT ON NORTH LINE OF SAID SECTION 1; THENCE S89°52’30’E, 2222.55 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 17

THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH AND WEST OF FLORIDA'S TURNPIKE.

AND:

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH AND WEST OF FLORIDA'S TURNPIKE; AND LYING EAST OF THE RIGHT-OF-WAY FOR U.S. HIGHWAY 301.

AND:

THAT PORTION OF THE NORTH 3/4 OF THE EAST 1/2 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING EAST OF THE RIGHT-OF-WAY FOR U.S. HIGHWAY 301; LESS ANY PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1093, PAGE 201, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; RUN SOUTH 1320.00 FEET; EAST 90 FEET; NORTHEASTERLY 644.11 FEET, NORTHEASTERLY 729.29 FEET;WEST 419.17 FEET TO THE POINT OF BEGINNING.

AND:

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTHWESTERLY OF FLORIDA'S TURNPIKE.

LESS:

ANY PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 80, PAGE 329, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE S89°54'08"E, ALONG THE NORTH LINE THEREOF, 338.16 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF FLORIDA'S TURNPIKE; THENCE DEPARTING SAID NORTH LINE AND ALONG SAID RIGHT-OF-WAY, S56°58'48"E, 258.62 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, S33°01'12"W, 200.00 FEET; THENCE N56°58'48"W, 532.03 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE ALONG SAID WEST LINE, N00°13'51"E, 19.28 FEET TO THE POINT OF BEGINNING.

AND TOGETHER WITH:

THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA

AND:

PARCEL 18
THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA;

AND:

THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30, LYING EASTERLY OF THE RIGHT-OF-WAY FOR U.S. HIGHWAY 301; ALL THE ABOVE, LESS RIGHT-OF-WAY FOR COUNTY ROAD C-468;

AND:

PARCEL 19
THE EAST 1/2 OF THE EAST 1/2 AND THE NORTH 3/4 OF THE WEST 1/2 OF THE EAST 1/2, LESS THE NORTH 278.68 FEET OF THE WEST 163.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTH 3/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4; ALL IN SECTION 31, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS ANY RIGHT-OF-WAY FOR COUNTY ROAD C-468;
AND

THE NORTH 3/4 OF THE WEST 1/2, LESS THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTH 3/4 OF THE WEST 1/2 OF THE EAST 1/2; LESS 5 ACRES IN THE NORTHWEST CORNER AND LESS BEGIN AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, RUN SOUTH 466 FEET 8 INCHES FOR POINT OF BEGINNING, THENCE RUN SOUTH 210 FEET, THENCE EAST 210 FEET, THENCE NORTH 210

FEET, THENCE WEST 210 FEET TO THE POINT OF BEGINNING, ALL IN SECTION 32, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; ALSO, LESS RIGHT-OF-WAY FOR COUNTY ROAD
C-468;

TOGETHER WITH:

THE SOUTH 325 YARDS OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4; ALL IN SECTION 32, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS ANY RIGHT-OF-WAY FOR COUNTY ROAD 505;

TOGETHER WITH:

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; AND THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTH 330.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; ALL IN SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS RIGHT-OF-WAY FOR COUNTY ROAD 505;

AND:

PARCEL 20
THOSE PORTIONS OF LAND LYING IN SECTION 31, TOWNSHIP 19 SOUTH, RANGE 23 EAST AND SECTION 6, TOWNSHIP 20 SOUTH, RANGE 23 EAST AND SECTION 1, TOWNSHIP 20 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE RUN SOUTH 89°42'48" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1329.49 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°22'44" WEST, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1993.38 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°45'13" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 665.79 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°20'56" WEST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 664.30 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°46'01" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 361.14; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 30°52'18" WEST, 601.81 FEET, MORE OR LESS, TO THE POINT OF INTERSECTION OF THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6, AND THE THREAD (CENTERLINE) OF SHADY BROOK; THENCE RUN SOUTHWESTERLY ALONG SAID THREAD (CENTERLINE) OF SHADY BROOK THE FOLLOWING TWENTY ONE (21) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 30°39'11" WEST, A DISTANCE OF 206.13 FEET; 2) THENCE RUN SOUTH 36°48'33" WEST, A DISTANCE OF 143.00 FEET; 3) THENCE RUN SOUTH 34°04'51" WEST, A DISTANCE OF 43.09

FEET; 4) THENCE RUN SOUTH 63°06'48" WEST, A DISTANCE OF 108.78 FEET; 5) THENCE RUN SOUTH 72°59'03" WEST, A DISTANCE OF 51.27 FEET; 6) THENCE RUN SOUTH 80°53'56" WEST, A DISTANCE OF 47.52 FEET; 7) THENCE RUN SOUTH 86°58'55" WEST, A DISTANCE OF 99.28 FEET; 8) THENCE RUN SOUTH 63°14'45" WEST, A DISTANCE OF 238.03 FEET; 9) THENCE RUN SOUTH 64°37'12" WEST, A DISTANCE OF 183.19 FEET; 10) THENCE RUN SOUTH 54°17'50" WEST, A DISTANCE OF 178.15 FEET; 11) THENCE RUN SOUTH 36°57'57" WEST, A DISTANCE OF 104.22 FEET; 12) THENCE RUN SOUTH 64°03'19" WEST, A DISTANCE OF 91.46 FEET; 13) THENCE RUN SOUTH 79°02'43" WEST, A DISTANCE OF 121.33 FEET; 14) THENCE RUN SOUTH 49°27'14" WEST, A DISTANCE OF 52.20 FEET; 15) THENCE RUN SOUTH 34°24'56" WEST, A DISTANCE OF 39.92 FEET; 16) THENCE RUN SOUTH 59°44'16" WEST, A DISTANCE OF 154.04 FEET; 17) THENCE RUN SOUTH 30°49'44" WEST, A DISTANCE OF 144.25 FEET; 18) THENCE RUN NORTH 87°27'56" WEST, A DISTANCE OF 58.62 FEET; 19) THENCE RUN SOUTH 85°40'21" WEST, A DISTANCE OF 48.94 FEET; 20) THENCE RUN SOUTH 18°42'44" EAST, A DISTANCE OF 63.68 FEET; 21) THENCE RUN SOUTH 14°30'36" WEST, A DISTANCE OF 130.54 FEET; THENCE DEPARTING SAID THREAD (CENTERLINE) OF SHADY BROOK, RUN NORTH 83°38'24" WEST, A DISTANCE OF 421.03 FEET, MORE OR LESS; THENCE RUN SOUTH 82°17'56" WEST, A DISTANCE OF 330.46 FEET; THENCE RUN NORTH 32°32'27" WEST, A DISTANCE OF 828.14 FEET; THENCE RUN NORTH 54°21'38" EAST, A DISTANCE OF 318.72 FEET; THENCE RUN NORTH 31°28'06" EAST, A DISTANCE OF 320.37 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE RUN SOUTH 89°46'19" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 1114.38 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°25'16" EAST, ALONG THE EAST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 664.79 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE RUN NORTH 00°26'21" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2659.09 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 21
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SUMTER, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

IN TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

SECTION 28: THE SE 1/4 OF THE SE 1/4

SECTION 31: ALL

SECTION 32: ALL

SECTION 33: ALL

SECTION 34: ALL

SECTION 35: ALL

SECTION 36: THE SW 1/4 OF THE NW 1/4 AND THE WEST ONE-HALF OF THE SW 1/4

AND:

IN TOWNSHIP 21 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

SECTION 2: ALL; LESS THE SE 1/4 OF THE SW 1/4 AND LESS THE SOUTH ONE-HALF OF THE SE 1/4

SECTION 3: ALL

SECTION 4: ALL

SECTION 5: ALL

SECTION 6: ALL

SECTION 7: ALL

SECTION 8: ALL

SECTION 9: NORTH ONE-HALF OF THE NE 1/4; AND

NORTH ONE-HALF OF THE NW 1/4; AND

THAT PORTION OF THE SW 1/4 OF THE NW 1/4 LYING WEST OF THE EASTERLY RIGHT-OF-WAY LINE OF THE FORMER CSX TRANSPORTATION, INC., RAILROAD; AND

THAT PORTION OF THE NORTH ONE-HALF OF THE NW 1/4 OF THE SW 1/4 LYING WEST OF THE EASTERLY RIGHT-OF-WAY LINE OF THE FORMER CSX TRANSPORTATION, INC., RAILROAD

SECTION 10: EAST ONE-HALF OF THE NE 1/4; AND

THE NW 1/4 OF THE NE 1/4; AND

THE NE 1/4 OF THE NW 1/4; AND

THE NW 1/4 OF THE NW 1/4

SECTION 11: THE WEST ONE-HALF OF THE NW 1/4; AND

THE NW 1/4 OF THE SW 1/4; AND

THE SE 1/4 OF THE NW 1/4

(LESS RIGHT-OF-WAY FOR STATE ROAD 471)

AND:

PARCEL 22

THAT PORTION OF COUNTY ROAD NO. 470 RIGHT-OF-WAY (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-

WAY MAP, SECTION 18580-2601) LYING IN SECTIONS 10, 11, 12, 13, 14, AND 15, TOWNSHIP 20 SOUTH, RANGE 23 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE RUN NORTH 00°08'05" EAST, ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 50.01 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470; THENCE DEPARTING SAID EAST LINE, RUN NORTH 88°54'07" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 2172.34 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN SOUTH 01°07'49" EAST, A DISTANCE OF 100.08 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470; THENCE RUN ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°54'07" WEST, A DISTANCE OF 3226.94 FEET; 2) THENCE RUN NORTH 89°27'00" WEST, A DISTANCE OF 5370.13 FEET; 3) THENCE RUN NORTH 89°43'47" WEST, A DISTANCE OF 1615.44 FEET TO A POINT ON THE PROPOSED SOUTHEASTERLY RIGHT-OF-WAY LINE OF CENTRAL PARKWAY (A 100 FOOT WIDE PROPOSED RIGHT-OF-WAY), SAID POINT BEING A POINT ON A 2823.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°35'20" EAST AND A CHORD LENGTH OF 142.22 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°53'12", AN ARC DISTANCE OF 142.23 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470; THENCE DEPARTING SAID PROPOSED SOUTHEASTERLY RIGHT-OF-WAY LINE, RUN ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 89°43'47" EAST, A DISTANCE OF 1514.39 FEET; 2) THENCE RUN SOUTH 89°27'00" EAST, A DISTANCE OF 5371.03 FEET; 3) THENCE RUN SOUTH 88°54'07" EAST, A DISTANCE OF 3223.53 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 23

THOSE LANDS LYING IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, AS DESCRIBED IN THE FOLLOWING INSTRUMENTS; OFFICIAL RECORDS BOOK 4102, PAGE 475, OFFICIAL RECORDS BOOK 4102, PAGE 492, OFFICIAL RECORDS BOOK 4204, PAGE 267 AND OFFICIAL RECORDS BOOK 4204, PAGE 378, ALL IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

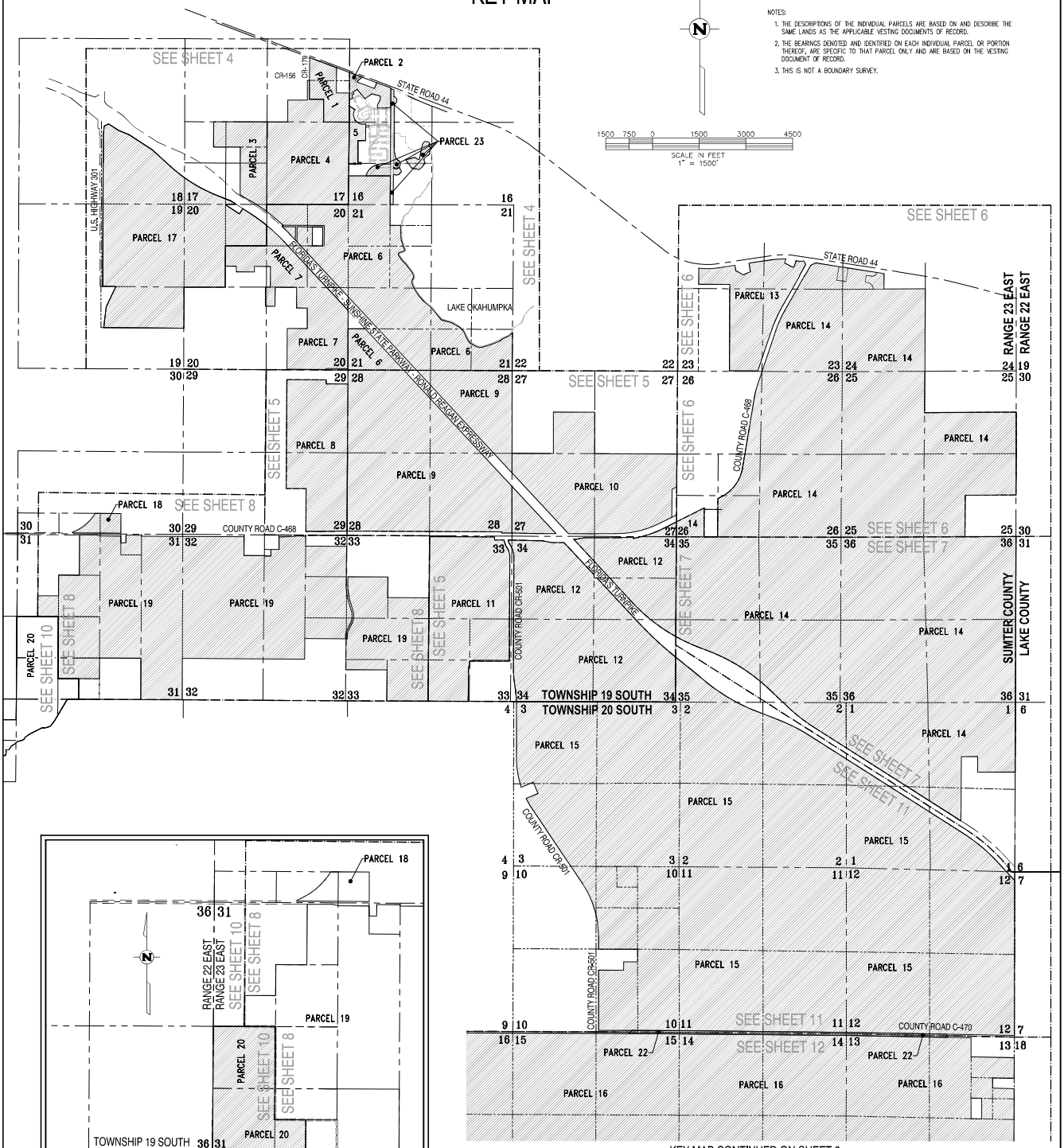
SKETCH OF DESCRIPTIONS

KEY MAP

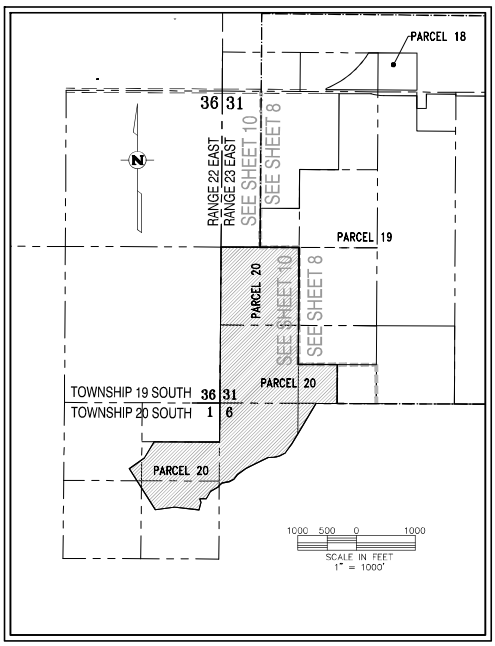
NOTES:

1. THE DESCRIPTIONS OF THE INDIVIDUAL PARCELS ARE BASED ON AND DESCRIBE THE SAME LANDS AS THE APPLICABLE VESTING DOCUMENTS OF RECORD.
2. THE BEARINGS DENOTED AND IDENTIFIED ON EACH INDIVIDUAL PARCEL OR PORTION THEREOF, ARE SPECIFIC TO THAT PARCEL ONLY AND ARE BASED ON THE VESTING DOCUMENT OF RECORD.
3. THIS IS NOT A BOUNDARY SURVEY.

1500 750 0 1500 3000 4500
SCALE IN FEET
1" = 1500'



KEY MAP CONTINUED ON SHEET 2



SHEET 1 OF 13	
CLIENT	VILLAGES LAND COMPANY, LLC.
JOB NO.	S16063.0897
DATE	4/15/2022
DRAWN BY	BDH/GMW CHECKED BY WSB/JDH
ACAD FILE	APRIL 2022 FRANCHISE AREA ADDITIONS
REVISIONS	DATE

SKETCH OF DESCRIPTIONS
IN TOWNSHIP 19 SOUTH, RANGE 23 EAST, TOWNSHIP 20 SOUTH, RANGE 23 EAST AND TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA.
FRANCHISE AREA
AMENDED AND RESTATED

CFB CLYMER FARMER BARLEY
CLYMER FARMER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352)748-3126
WWW.CFB-Inc.COM CA #4709

JEREMY D. HALLICK Licensed Professional Surveyor and Mapper No. 6715 STATE OF FLORIDA

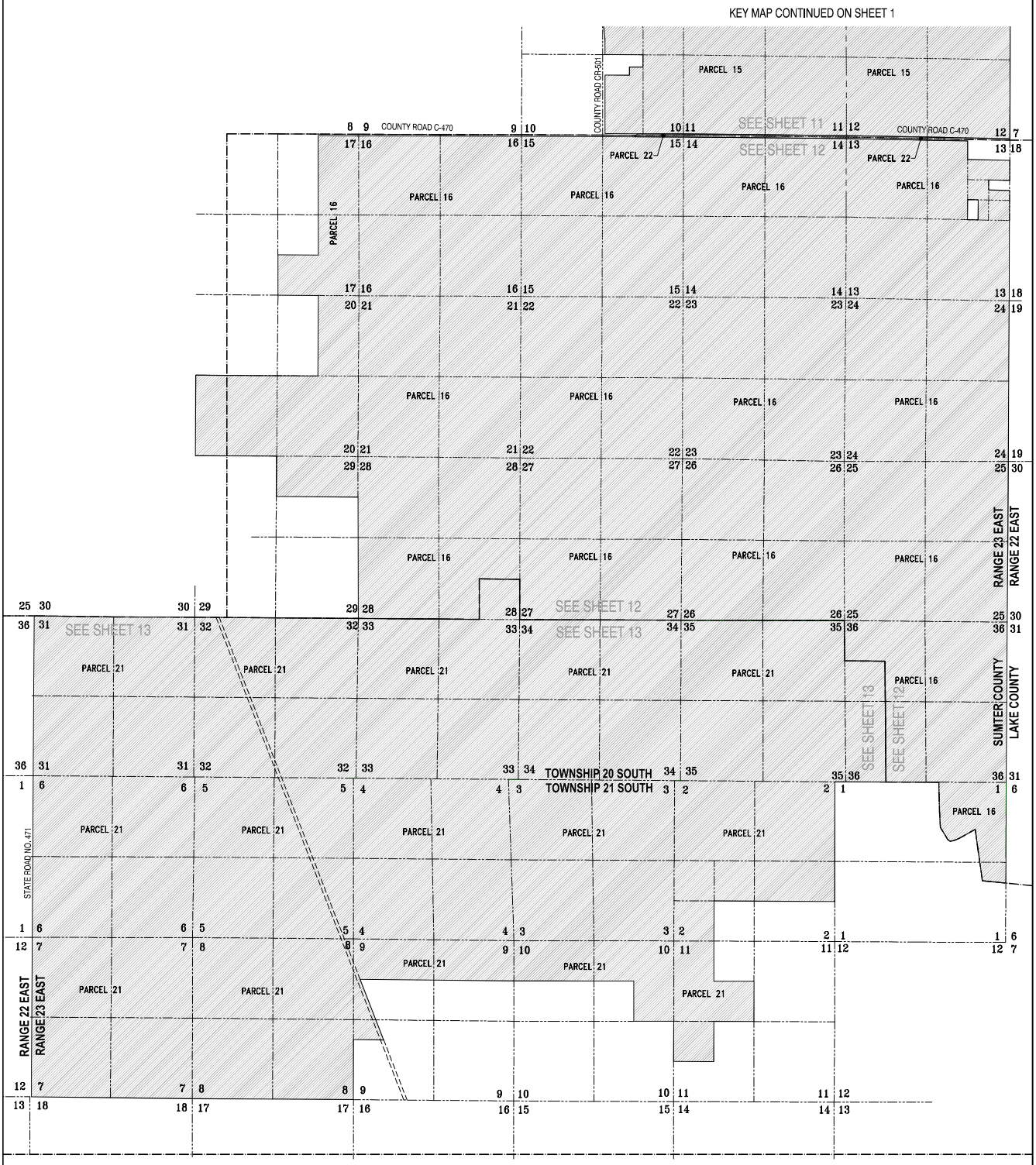
04/20/2022
DATE

Jeremy Hallick
2022.04.20
10:43:04 -04'00'

JEREMY D. HALLICK, PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 6715

SKETCH OF DESCRIPTIONS

KEY MAP



SHEET 2 OF 13	
CLIENT	VILLAGES LAND COMPANY, LLC.
JOB NO.	SH06K3.0897
DATE	4/15/2022
DRAWN BY	BDH/GMW CHECKED BY WSB/JDH
ACAD FILE	APRIL 2022 FRANCHISE AREA_ADDITIONS
REVISIONS	DATE

SKETCH OF DESCRIPTIONS
IN TOWNSHIP 19 SOUTH, RANGE 23 EAST, TOWNSHIP 20 SOUTH, RANGE 23 EAST AND TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA.
FRANCHISE AREA
AMENDED AND RESTATED

CFB
OLYMPER PARKER BAILEY
OLYMPER PARKER BAILEY, INC.
4450 NE 83RD RD., WILDWOOD, FL 34785
(352)748-3126
WWW.CFB-INC.COM CA #4709

SKETCH OF DESCRIPTIONS

PARCEL 1

THOSE PORTIONS OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17, LYING SOUTH OF STATE ROAD 44; LESS RIGHT-OF-WAY FOR COUNTY ROAD 179;

ALSO LESS: THE EAST 420.00 FEET THEREOF;

TOGETHER WITH:

BEGIN 33.00 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE SOUTH PARALLEL WITH THE WEST LINE THEREOF 600.83 FEET TO THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1922, PAGE 447, AS RECORDED IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE EAST ALONG THE SOUTH LINE THEREOF AND ITS EASTERLY EXTENSION 462.68 FEET TO THE WEST LINE OF THAT LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1659, PAGE 202, AS RECORDED IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE SOUTH ALONG SAID WEST LINE FOR 733.89 FEET TO THE SOUTH LINE OF THE SAID NORTHEAST 1/4; THENCE EAST ALONG SAID SOUTH LINE FOR 825.00 FEET TO THE SOUTHEAST CORNER OF THE SAID NORTHEAST 1/4; THENCE NORTH ALONG THE EAST LINE THEREOF 937.50 FEET; ; THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 FOR 420.00 FEET; THENCE NORTH ALONG THE WEST LINE OF THE EAST 420.00 FEET OF THE SAID NORTHEAST 1/4 FOR 397.50 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE WEST ALONG THE SOUTH LINE THEREOF 867.84 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 2

THOSE LANDS LYING IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, AS DESCRIBED IN THE FOLLOWING INSTRUMENTS; OFFICIAL RECORDS BOOK 3347, PAGE 618, OFFICIAL RECORDS BOOK 3347, PAGE 609 AND OFFICIAL RECORDS BOOK 3347, PAGE 615, ALL IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT A, AND LOTS 1 AND 2, BLOCK A OF HEARTY HOST LAKE RESORT UNIT 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 62 AND 62A, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF SAID SECTION 16, LYING NORTH OF THE NORTH LINE OF TRACT "A" HEARTY HOST LAKE RESORT, UNIT 2, AS RECORDED IN PLAT BOOK 4, PAGE 62, AND LYING WEST OF FLAMINGO BOULEVARD (AKA WILLIAMSBURG LANE) AS SHOWN ON SAID PLAT AND LYING SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 44.

AND:

THAT PORTION OF FLAMINGO BOULEVARD, NOW KNOWN AS WILLIAMSBURG LANE, AS SET FORTH ON THAT CERTAIN PLAT OF HEARTY HOST LAKE RESORT, RECORDED IN PLAT BOOK 3, PAGE 57, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND DESCRIBED AS WILLIAMSBURG LANE, AS SET FORTH IN THAT CERTAIN PLAT OF HEARTY HOST LAKE RESORT UNIT 2, RECORDED IN PLAT BOOK 4, PAGE 62, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING NORTH OF A NORTHEASTERLY RADIAL EXTENSION OF THE SOUTHEASTERLY LINE OF LOT 2, BLOCK A, OF SAID HEARTY HOST LAKE RESORT UNIT 2, AND LYING SOUTH OF STATE ROAD 44.

AND:

THAT PORTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA LYING WITHIN THE FOLLOWING LANDS:

LYING SOUTH OF STATE ROAD NO. 44;

LYING EASTERLY AND NORTHEASTERLY OF WILLIAMSBURG LANE (ALSO KNOWN AS FLAMINGO BOULEVARD, PER HEARTY HOST LAKE RESORT, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 57, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA).

LYING NORTH OF THE FOLLOWING: SPRINGFIELD WAY (ALSO KNOWN AS BLUEGILL STREET) PER HEARTY HOST LAKE RESORT, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 57, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 1, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 40, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 63 AND 63A, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA).

LYING NORTH OF LOT 1, BLOCK A, OF WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 63 AND 63A, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

LESS AND EXCEPT:

LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2932, PAGE 793, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2759, PAGE 168, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND:

PARCEL 3

THE NORTH 811.80 FEET OF THE EAST 1716.00 FEET OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF THE EAST 858.00 FEET OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA LYING NORTH OF COUNTY ROAD 181, LESS THE NORTH 811.80 FEET THEREOF.

AND:

THAT PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LYING NORTH AND EAST OF FLORIDA'S TURNPIKE; LESS RIGHT OF WAY FOR COUNTY ROAD 181.

AND:

PARCEL 4

THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA AND THAT PORTION OF SAID SECTION 17, DESCRIBED AS FOLLOWS:
COMMENCE AT THE EAST 1/4 SECTION CORNER OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, THENCE RUN S89°49'48"W ALONG THE SOUTH LINE OF THE NE 1/4 A DISTANCE OF 825.00 FEET TO THE POINT OF BEGINNING, THENCE N0°01'08"W FOR 733.89 FEET; THENCE S89°47'45"W ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1922, PAGE 447 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA FOR 462.68 FEET; THENCE N0°01'08"W 600.83 FEET ALONG THE WEST LINE THEREOF AND ITS NORTHERLY EXTENSION TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NE 1/4; THENCE S89°47'45"W, ALONG SAID LINE 66.00 FEET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3027, PAGE 664, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE S0°01'08"E, ALONG SAID EXTENSION AND EAST LINE 630.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE S89°47'45"W ALONG THE SOUTH LINE OF SAID LANDS AND ITS WESTERLY EXTENSION FOR 627.34 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SW 1/4 OF THE NE 1/4; THENCE S0°01'41"E, 704.32 FEET TO THE NORTH LINE OF THE SE 1/4; THENCE N89°49'28"E ALONG SAID NORTH LINE, 1155.75 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

AND:

PARCEL 5

TRACT D, HEARTY HOST LAKE RESORT AS RECORDED IN PLAT BOOK 3, PAGES 57 AND 57A OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LESS AND EXCEPT A 50.00 FOOT BY 100.00 FOOT STRIP ABUTTING THE SOUTH LINE OF LOT 20, BLOCK B OF SAID PLAT.

AND LESS AND EXCEPT:

ANY PORTIONS THEREOF, LYING WITHIN THE CITY OF WILDWOOD LIFT STATION PROPERTIES (LIFT STATION NO. 1 AND LIFT STATION NO. 2) AS DESCRIBED IN WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 1077, PAGE 151 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

SAID PROPERTIES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(LIFT STATION NO.1)
COMMENCE AT THE SOUTHWEST CORNER OF TRACT D, HEARTY HOST LAKE RESORT, AS RECORDED IN PLAT BOOK 3, PAGES 57 AND 57A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N89°38'01"E, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID TRACT D, A DISTANCE OF 158.08 FEET; TO THE POINT OF BEGINNING, SAID POINT BEING 1.0 FEET OUTSIDE OF A 4-FOOT TALL FIELD FENCE SURROUNDING LIFT STATION SITE AND IMPROVEMENTS; THENCE N09°29'23"W, PARALLEL TO SAID FENCE A DISTANCE OF 27.69 FEET; THENCE CONTINUE PARALLEL TO AND 1.0 FEET OUTSIDE OF THE PERIMETER FENCE THE FOLLOWING COURSES AND DISTANCES: N77°35'26"E, A DISTANCE OF 48.35 FEET; S21°59'07"E, A DISTANCE OF 49.47 FEET; S81°26'05"W, A DISTANCE OF 59.00 FEET; THENCE N09°29'23"W, A DISTANCE OF 17.20 FEET TO THE POINT OF BEGINNING.

AND:

(LIFT STATION NO. 2)
COMMENCE AT THE MOST WESTERLY CORNER OF LOT 13, BLOCK B, OF HEARTY HOST LAKE RESORT, AS RECORDED IN PLAT BOOK 3, PAGES 57 AND 57A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE S53°17'27"W, ALONG A SOUTHWESTERLY PROJECTION OF THE NORTHWESTERLY BOUNDARY OF SAID LOT 13, A DISTANCE OF 8.51 FEET TO THE POINT OF BEGINNING, SAID POINT BEING 1.0 FEET OUTSIDE OF A 6-FOOT TALL PRIVACY FENCE SURROUNDING LIFT STATION SITE AND IMPROVEMENTS; THENCE S35°18'00"E, PARALLEL TO SAID FENCE A DISTANCE OF 5.78 FEET; THENCE CONTINUE PARALLEL TO AND 1.0 FEET OUTSIDE OF THE PERIMETER FENCE THE FOLLOWING COURSES AND DISTANCES; S55°05'17"W, A DISTANCE OF 18.33 FEET; N34°23'34"W, A DISTANCE OF 13.88 FEET; N53°11'59"E, A DISTANCE OF 18.11 FEET; THENCE S35°18'00"E, A DISTANCE OF 8.69 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 6

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY; LESS THE NORTH 400.00 FEET THEREOF

AND:

THAT PART OF THE EAST 1/2 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH AND EAST OF FLORIDA'S TURNPIKE, LESS AND EXCEPT LOTS 8 AND 9, BLOCK R, WILDWOOD RANCH, A SUBDIVISION AS PER PLAT THEREOF FILED IN PLAT BOOK 3, PAGES 29A AND 29B, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; ALSO LESS AND EXCEPT RIGHT-OF-WAY FOR COUNTY ROAD 181.

AND:

THAT PORTION OF THE NORTH 3/4 OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING WESTERLY OF LAKE OKAHUMPKA AND LYING NORTH AND EAST OF FLORIDA'S TURNPIKELESS ANY PORTION LYING WITHIN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 21.

AND:

THE SOUTH 1/2 OF THE SOUTH 1/2 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING SOUTH OF LAKE OKAHUMPKA, LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

PARCEL 7

THAT LAND LYING IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 20, BEING THE POINT OF COMMENCEMENT, RUN ALONG THE EAST LINE THEREOF THE FOLLOWING TWO COURSES: N00°07'23"E, 46.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°07'23"E, 1,871.16 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF FLORIDA'S TURNPIKE; THENCE DEPARTING SAID EAST LINE AND ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY THE FOLLOWING TWO COURSES: N42°56'27"W, 3,013.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 5,579.58 FEET; THENCE NORTHWESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 07°56'12", A DISTANCE OF 772.89 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY AND ALONG SAID EAST LINE, RUN SOUTH 660.00 FEET, MORE OR LESS, TO THE NORTH LINE OF SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID EAST LINE AND ALONG SAID NORTH LINE, RUN WEST 1,322.00 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE DEPARTING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4, S00°10'33"W, 654.20 FEET TO THE NORTHERLY RIGHT-OF-WAY OF LOIS AVENUE, AS SHOWN ON WILDWOOD RANCH, AS RECORDED IN PLAT BOOK 3, PAGES 29A THROUGH 29B, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE FOLLOWING COURSES AS SHOWN ON SAID PLAT: THENCE DEPARTING SAID WEST LINE AND ALONG SAID NORTHERLY RIGHT-OF-WAY, S89°39'15"E, 353.50 FEET TO THE NORTHERLY EXTENSION OF THE EASTERLY RIGHT-OF-WAY OF LEE STREET; THENCE DEPARTING SAID RIGHT-OF-WAY, S00°21'17"W, ALONG THE EASTERLY RIGHT-OF-WAY OF LEE STREET AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 178.54 FEET TO THE SOUTHWEST CORNER OF LOT 2, BLOCK P; THENCE DEPARTING THE EASTERLY RIGHT-OF-WAY OF LEE STREET AND ALONG THE BOUNDARY OF SAID LOT 2 THE FOLLOWING COURSES: S89°39'16"E, 580.03 FEET; THENCE N00°21'57"E, 178.54 FEET TO THE NORTHERLY RIGHT-OF-WAY OF LOIS AVENUE; THENCE DEPARTING THE BOUNDARY OF SAID LOT 2 AND ALONG SAID NORTHERLY RIGHT-OF-WAY, S89°39'16"E, 515.91 FEET TO THE NORTHWESTERLY EXTENSION OF THE WESTERLY BOUNDARY OF LOT 13, BLOCK N; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, S00°22'04"W, ALONG SAID NORTHERLY EXTENSION AND WESTERLY BOUNDARY A DISTANCE OF 666.78 FEET TO THE NORTHEAST CORNER OF LOT 3, BLOCK N; THENCE ALONG THE BOUNDARY OF LOTS 3 AND 4, BLOCK N, THE FOLLOWING COURSES: N89°39'51"W, 155.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE S00°22'04"W, 611.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE S89°35'38"E, 310.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE N00°22'04"E, 612.15 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE DEPARTING THE BOUNDARY OF SAID LOTS 3 AND 4, ALONG THE SOUTHERLY BOUNDARY OF LOTS 9 THROUGH 12, BLOCK N, AND THE EASTERLY EXTENSION THEREOF, S89°39'51"E, 689.50 FEET TO THE EASTERLY RIGHT-OF-WAY OF JUANITA STREET; THENCE DEPARTING SAID EASTERLY EXTENSION AND ALONG SAID EASTERLY RIGHT-OF-WAY, S00°19'38"W, 662.84 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF LOT 4, BLOCK M; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY AND ALONG SAID NORTHERLY BOUNDARY, S89°37'33"E, 345.89 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, S00°05'42"W, 661.44 FEET TO THE SOUTHWEST CORNER THEREOF AND THE NORTHEAST CORNER OF LOT 20, BLOCK H; THENCE DEPARTING SAID WEST LINE AND ALONG THE NORTHERLY BOUNDARY OF SAID LOT 20, N89°41'39"W, 643.47 FEET TO THE EASTERLY RIGHT-OF-WAY OF WILDWOOD STREET; THENCE DEPARTING SAID NORTHERLY BOUNDARY AND ALONG SAID EASTERLY RIGHT-OF-WAY, S00°21'08"W, 1,310.74 FEET TO THE SOUTHWEST CORNER OF LOT 13, BLOCK H; THENCE ALONG THE SOUTHERLY BOUNDARY OF LOTS 13 AND 30, BLOCK H, S89°38'50"E, 1,260.27 FEET TO THE SOUTHEAST CORNER OF SAID LOT 30 AND THE WESTERLY RIGHT-OF-WAY OF MEDINA STREET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY AND ALONG SAID RIGHT-OF-WAY, N00°21'42"E, 35.24 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 13, BLOCK G; THENCE DEPARTING SAID RIGHT-OF-WAY AND ALONG SAID WESTERLY EXTENSION AND THE SOUTH BOUNDARY OF SAID LOT 13, BLOCK G, S89°35'54"E, 699.28 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 8

THAT LAND LYING IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 20, BEING THE POINT OF COMMENCEMENT, RUN ALONG THE EAST LINE THEREOF THE FOLLOWING TWO COURSES: S00°19'55"W, 448.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°19'55"W, 2,210.14 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 20; THENCE ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 29, S00°20'02"W, 2,516.37 FEET TO THE NORTHERLY RIGHT-OF-WAY OF C-468; THENCE DEPARTING SAID EAST LINE AND ALONG SAID RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2791, PAGE 736 AND OFFICIAL RECORDS BOOK 871, PAGE 387, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, THE FOLLOWING COURSES: N89°43'13"W, 115.87 FEET; THENCE S88°50'55"W, 747.68 FEET; THENCE N89°09'24"W, 209.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 5,794.58 FEET; THENCE WESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 02°29'41", A DISTANCE OF 252.30 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4; THENCE DEPARTING SAID RIGHT-OF-WAY AND ALONG SAID EAST LINE, N00°29'26"E, 1,377.15 FEET TO THE SOUTHEAST CORNER OF LOT 13, BLOCK F, AS SHOWN ON WILDWOOD RANCH, AS RECORDED IN PLAT BOOK 3, PAGES 29A THROUGH 29B, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE FOLLOWING COURSES AS SHOWN ON SAID PLAT: N89°38'52"W, ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 13 A DISTANCE OF 639.93 FEET TO THE EASTERLY RIGHT-OF-WAY OF WILDWOOD STREET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, N00°21'01"E, 3,501.12 FEET TO THE NORTHWESTERLY CORNER OF LOT 10, BLOCK H; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, S89°39'22"E, ALONG THE NORTHERLY BOUNDARY OF LOT 10, BLOCK H AND LOT 33, BLOCK H, A DISTANCE OF 1,260.08 FEET TO THE WESTERLY RIGHT-OF-WAY OF MEDINA STREET; THENCE DEPARTING SAID NORTHERLY BOUNDARY AND ALONG SAID WESTERLY RIGHT-OF-WAY, S00°21'42"W, 130.36 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 9, BLOCK G; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, S89°37'28"E, ALONG SAID WESTERLY EXTENSION AND THE NORTHERLY BOUNDARY OF SAID LOT 9, 699.71 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 9

ALL OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE; AND LESS RIGHT-OF-WAY FOR COUNTY ROAD 468.

AND:

PARCEL 10

THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY FLORIDA.

AND:

THE SOUTH 1/2 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAYS FOR FLORIDA'S TURNPIKE AND COUNTY ROAD 468 AND LESS ANY PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1077, PAGE 294, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND:

PARCEL 11

THE NORTH 3/4 OF THE EAST 1/2 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS RIGHT-OF-WAY FOR COUNTY ROAD 501 AND LESS RIGHT-OF-WAY FOR COUNTY ROAD 468.

AND:

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA AND THE NORTH 30.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; LESS THAT PORTION OF THE EAST 35.75 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING SOUTH OF THE NORTH 208.71 FEET THEREOF, ALSO LESS RIGHT-OF-WAY FOR COUNTY ROAD 501.

AND:

PARCEL 12

ALL OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE, AND LESS RIGHT OF WAY FOR COUNTY ROAD 468 AND LESS RIGHT-OF-WAY FOR COUNTY ROAD 501. LESS THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 LYING SOUTH OF FLORIDA'S TURNPIKE.

AND:

PARCEL 13

THE SOUTH 3/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD NO. 44 AND WEST OF COUNTY ROAD NO. 468, LESS AND EXCEPT THE WEST 1/4 OF THE WEST 1/2 OF SAID SECTION, AND LESS AND EXCEPT THE SOUTH 139 FEET OF THE WEST 1000 FEET OF THE EAST 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION, AND LESS AND EXCEPT THE WEST 1000 FEET OF THE EAST 3/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, AND ALSO LESS AND EXCEPT ANY PORTION THEREOF LYING SOUTH OF THE LINE BETWEEN UNIT 1 AND UNIT 2 OF CONTINENTAL CAMPER RESORTS, INC. SUBDIVISION AS SHOWN IN PLAT BOOK 3 ON PAGE 51-A OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, AND LESS ANY PORTION VESTED IN THE FLORIDA DEPARTMENT OF TRANSPORTATION, PER OFFICIAL RECORDS BOOK 688, PAGE 122, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND:

PARCEL 14

THAT PORTION OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING EAST OF COUNTY ROAD C-468 AND SOUTH OF STATE ROAD 44.

AND:

THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD NO. 44.

AND:

THAT PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 688, PAGE 122, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE THEREOF RUN N89°32'23"E, 996.12 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE RUN N15°33'34"W, 76.17 FEET; THENCE N33°40'40"W, 89.06 FEET; THENCE N56°01'00"W, 109.03 FEET; THENCE N81°01'49"W, 111.45 FEET; THENCE N08°58'11"E, 220.30 FEET; THENCE S81°01'49"E, 195.00 FEET; THENCE N78°16'29"E, 90.30 FEET; THENCE N43°41'47"E, 58.88 FEET; THENCE N16°11'00"E, 61.72 FEET TO A POINT ON THE PROPOSED SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 44; THE FOLLOWING TWO (2) COURSES BEING ALONG SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE: RUN S81°01'49"E, 210.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 68,622.93 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°01'14", AN ARC DISTANCE OF 24.52 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 24; THENCE ALONG SAID EAST LINE RUN S00°17'23"W, 493.95 FEET TO THE AFORESAID SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 24; THENCE ALONG SAID SOUTH LINE RUN S89°32'23"W, 332.27 FEET TO THE POINT OF BEGINNING.

AND:

THAT PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 688, PAGE 122, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE ALONG THE WEST LINE THEREOF RUN N00°20'01"E, 265.04 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN N81°01'49"W, 192.49 FEET; THENCE N08°58'11"E, 443.80 FEET TO A POINT ON THE PROPOSED SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 44; THENCE ALONG SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE RUN S81°01'49"E, 300.00 FEET; THENCE DEPARTING SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE RUN S08°58'11"W, 443.80 FEET; THENCE N81°01'49"W, 107.51 FEET TO THE POINT OF BEGINNING.

AND:

SHEET 3 OF 13	
CLIENT	VILLAGES LAND COMPANY, LLC.
JOB NO.	S16063.0B97
DATE	4/15/2022
DRAWN BY	BDH/GMW CHECKED BY WSB/JDH
ACAD FILE	APRIL 2022 FRANCHISE AREA_ADDITIONS
REVISIONS	DATE

SKETCH OF DESCRIPTIONS
IN TOWNSHIP 19 SOUTH, RANGE 23 EAST,
TOWNSHIP 20 SOUTH, RANGE 23 EAST
AND TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA.
FRANCHISE AREA
AMENDED AND RESTATED

CFB | CLYMER FARNER BARLEY, INC.
CLYMER FARNER BARLEY, INC.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352)748-3126
WWW.CFB-INC.COM CA #4709

SKETCH OF DESCRIPTIONS

ALL OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE NORTH 1/2 OF THE NORTHEAST 1/4 AND LESS THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION.

AND:

THAT PORTION OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING EASTERLY AND SOUTHERLY OF COUNTY ROAD C-468, LESS THOSE LANDS VESTED IN GRACE TABERNACLE OF WORSHIP, INC. ALSO BEING DESCRIBED AS:
THE EAST 436.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, LYING SOUTH OF COUNTY ROAD C-468.

AND:

ALL OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, AND THAT PORTION OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH OF FLORIDA'S TURNPIKE.

AND:

THOSE PORTIONS OF SECTIONS 1 AND 2, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH OF FLORIDA'S TURNPIKE.

LESS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 23 EAST IN SUMTER COUNTY, FLORIDA; THENCE RUN S00°40'20"W, ALONG THE EAST BOUNDARY OF SAID SECTION 1, A DISTANCE OF 2240.02 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3485, PAGE 709 AND A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2044, PAGE 465, ALL IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2044, PAGE 465 THE FOLLOWING COURSES: CONTINUE S00°40'20"W, ALONG SAID EAST BOUNDARY OF SECTION 1, A DISTANCE OF 557.86 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 1; THENCE S00°44'45"W, ALONG SAID EAST BOUNDARY OF SECTION 1, A DISTANCE OF 2487.49 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE, AS RECORDED ON FLORIDA STATE TURNPIKE AUTHORITY RIGHT OF WAY MAP PROJECT NO. 2, SECTION 14; THENCE RUN ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) N42°21'30"W, A DISTANCE OF 505.19 FEET TO A CURVE THAT IS CONCAVE TO THE SOUTHWEST; (2) THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 1498.35 FEET (SAID CURVE HAVING A RADIUS OF 5879.58 FEET, A CENTRAL ANGLE OF 14°36'04" AND A CHORD BEARING AND DISTANCE OF N49°46'20"W, 1494.30 FEET); (3) THENCE N57°03'06"W, A DISTANCE OF 287.77 FEET TO A POINT ON THE WEST LINE OF A 100 FOOT FLORIDA POWER EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1758, PAGE 342, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N00°21'09"W, ALONG SAID WEST EASEMENT LINE, A DISTANCE OF 337.71 FEET; THENCE N00°39'29"E, ALONG SAID WEST EASEMENT LINE, A DISTANCE OF 1724.92 FEET; THENCE DEPARTING SAID WEST EASEMENT LINE, S89°36'07"E, A DISTANCE OF 527.02 FEET TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3485, PAGE 709; THENCE DEPARTING THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2044, PAGE 465 AND ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3485, PAGE 709 THE FOLLOWING COURSES: S00°27'55"W, 500.00 FEET; THENCE S89°36'07"E, 1205.06 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 15

THAT PORTION OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 23 EAST, LYING SOUTH OF THE TURNPIKE, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 23 EAST, LYING SOUTH OF THE TURNPIKE, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 23 EAST, LYING SOUTH OF THE TURNPIKE, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING EASTERLY AND NORTHEASTERLY OF C.R. 501.

LESS:

THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2150, PAGE 462, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND THAT PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 497, PAGE 736, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING EAST OF THE EASTERLY RIGHT-OF-WAY FOR COUNTY ROAD CR-501; ALL LYING IN SECTION 3, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 3 RUN S33°52'42"E, 202.27 FEET (THE WEST BOUNDARY OF SAID SOUTHWEST 1/4 (HAVING A BEARING OF S00°08'13"E); THENCE N66°56'13"E, 149.48 FEET TO THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD CR-501 AND THE POINT OF BEGINNING; THENCE CONTINUE N66°56'13"E, 415.12 FEET; THENCE S23°03'47"E, 396.69 FEET; THENCE S66°56'13"W, 414.82 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY OF COUNTY ROAD CR-501 AND A POINT ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,920.00 FEET AND A CHORD BEARING AND DISTANCE OF N23°06'23"W, 396.69 FEET; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY, THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°47'23", A DISTANCE OF 397.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THE EAST 1/2 OF THE EAST 1/2 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THAT PART OF THE WEST 1/2 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH AND EAST OF COUNTY ROAD CR-501.

AND:

THE SE 1/4 OF THE NW 1/4 OF THE NE 1/4 AND THE WEST 1/2 OF THE NW 1/4 OF THE NE 1/4 AND THE SW 1/4 OF THE NE 1/4 AND THE NW 1/4 OF THE SE 1/4, ALL LYING AND BEING IN SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT OF WAY OF COUNTY ROAD NO. 501 ACROSS THE WEST SIDE THEREOF.

AND LESS AND EXCEPT THE NORTH 405 FEET OF THE NW 1/4 OF THE SE 1/4 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT OF WAY OF COUNTY ROAD NO. 501 ACROSS THE WEST SIDE THEREOF.

AND LESS AND EXCEPT THE SOUTH 270.00 FEET OF THE NORTH 675.00 FEET OF THE WEST 885.00 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE RIGHT-OF-WAY FOR COUNTY ROAD 501.

TOGETHER WITH:

THE SW 1/4 OF THE SE 1/4, LESS ROAD RIGHT OF WAYS FOR COUNTY ROADS 501 AND 470, SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

TOGETHER WITH:

ALL OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS COUNTY ROAD CR-470 RIGHT-OF-WAY.

TOGETHER WITH:

ALL OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY FOR CR-470 AND LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE.

AND:

PARCEL 16

ALL OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

LESS THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

ALSO LESS THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

ALSO LESS THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

ALSO LESS COUNTY ROAD 470 RIGHT-OF-WAY.

TOGETHER WITH:

ALL OF SECTIONS 14, 15, 16, 21, 22, 23, 24, 25, 26 AND 27 OF TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS ANY PORTIONS THEREOF LYING WITHIN THE RIGHT-OF-WAY FOR COUNTY ROAD 470.

AND:

THE EAST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4. ALL IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS ANY PORTION THEREOF LYING WITHIN THE RIGHT-OF-WAY FOR COUNTY ROAD 470.

AND:

THE EAST 1/2 OF THE NORTHEAST 1/4 AND THE SOUTH 1/2 OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

SECTION 28, TOWNSHIP 20, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 THEREOF.

AND:

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

THE EAST 3/4 AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 20, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF THE LANDS DESCRIBED IN O.R. BOOK 3625, PAGE 110, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING IN SECTION 1, TOWNSHIP 21 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT NORTHEAST CORNER OF SAID SECTION 1; THENCE RUN SOUTH 00°11'34" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 2640.92 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 1; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 00°11'34" WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 683.08 FEET TO A POINT ON THE BOUNDARY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2606, PAGE 481, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, RUN ALONG SAID BOUNDARY LINE THE FOLLOWING NINE (9) COURSES AND DISTANCES: (1) THENCE RUN NORTH 84°29'02" WEST, A DISTANCE OF 777.58 FEET; (2) THENCE RUN NORTH 07°57'01" WEST, A DISTANCE OF 1713.56 FEET; (3) THENCE RUN SOUTH 60°43'23" WEST, A DISTANCE OF 597.88 FEET; (4) THENCE RUN SOUTH 66°39'30" WEST, A DISTANCE OF 184.49 FEET; (5) THENCE RUN SOUTH 78°24'35" WEST, A DISTANCE OF 135.85 FEET; (6) THENCE RUN NORTH 53°33'09" WEST, A DISTANCE OF 100.92 FEET; (7) THENCE RUN NORTH 31°14'09" WEST, A DISTANCE OF 464.53 FEET; (8) THENCE RUN NORTH 03°09'28" WEST, A DISTANCE OF 526.69 FEET; (9) THENCE RUN NORTH 01°23'28" WEST, A DISTANCE OF 968.40 FEET TO A POINT ON NORTH LINE OF SAID SECTION 1; THENCE S89°52'30"E, 2222.55 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 17

THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH AND WEST OF FLORIDA'S TURNPIKE.

AND:

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH AND WEST OF FLORIDA'S TURNPIKE; AND LYING EAST OF THE RIGHT-OF-WAY FOR U.S. HIGHWAY 301.

AND:

THAT PORTION OF THE NORTH 3/4 OF THE EAST 1/2 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING EAST OF THE RIGHT-OF-WAY FOR U.S. HIGHWAY 301; LESS ANY PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1093, PAGE 201, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; RUN SOUTH 1320.00 FEET; EAST 90 FEET; NORTHEASTERLY 644.11 FEET, NORTHEASTERLY 729.29 FEET;WEST 419.17 FEET TO THE POINT OF BEGINNING.

AND:

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTHWESTERLY OF FLORIDA'S TURNPIKE.

LESS:

ANY PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 80, PAGE 329, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE S89°54'08"E, ALONG THE NORTH LINE THEREOF, 338.16 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF FLORIDA'S TURNPIKE; THENCE DEPARTING SAID NORTH LINE AND ALONG SAID RIGHT-OF-WAY, S56°58'48"E, 258.62 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, S33°01'12"W, 200.00 FEET; THENCE N56°58'48"W, 532.03 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE ALONG SAID WEST LINE, N00°13'51"E, 19.28 FEET TO THE POINT OF BEGINNING.

AND TOGETHER WITH:

THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA

AND:

PARCEL 18

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA;

AND:

THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30, LYING EASTERLY OF THE RIGHT-OF-WAY FOR U.S. HIGHWAY 301; ALL THE ABOVE, LESS RIGHT-OF-WAY FOR COUNTY ROAD C-468;

AND:

PARCEL 19

THE EAST 1/2 OF THE EAST 1/2 AND THE NORTH 3/4 OF THE WEST 1/2 OF THE EAST 1/2, LESS THE NORTH 278.68 FEET OF THE WEST 163.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTH 3/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4; ALL IN SECTION 31, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS ANY RIGHT-OF-WAY FOR COUNTY ROAD C-468;

AND

THE NORTH 3/4 OF THE WEST 1/2, LESS THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTH 3/4 OF THE WEST 1/2 OF THE EAST 1/2; LESS 5 ACRES IN THE NORTHWEST CORNER AND LESS BEGIN AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, RUN SOUTH 466 FEET 8 INCHES FOR POINT OF BEGINNING, THENCE RUN SOUTH 210 FEET, THENCE EAST 210 FEET, THENCE NORTH 210 FEET, THENCE WEST 210 FEET TO THE POINT OF BEGINNING, ALL IN SECTION 32, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; ALSO, LESS RIGHT-OF-WAY FOR COUNTY ROAD C-468;

TOGETHER WITH:

THE SOUTH 325 YARDS OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4; ALL IN SECTION 32, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS ANY RIGHT-OF-WAY FOR COUNTY ROAD 505;

TOGETHER WITH:

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; AND THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTH 330.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; ALL IN SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS RIGHT-OF-WAY FOR COUNTY ROAD 505;

AND:

PARCEL 20

THOSE PORTIONS OF LAND LYING IN SECTION 31, TOWNSHIP 19 SOUTH, RANGE 23 EAST AND SECTION 6, TOWNSHIP 20 SOUTH, RANGE 23 EAST AND SECTION 1, TOWNSHIP 20 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE RUN SOUTH 89°42'48" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1329.49 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°22'44" WEST, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1993.38 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°45'13" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 665.79 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°20'56" WEST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 664.30 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°46'01" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 361.14; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 30°52'18" WEST, 601.81 FEET, MORE OR LESS, TO THE POINT OF INTERSECTION OF THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6, AND THE THREAD (CENTERLINE) OF SHADY BROOK; THENCE RUN SOUTHWESTERLY ALONG SAID THREAD (CENTERLINE) OF SHADY BROOK THE FOLLOWING TWENTY ONE (21) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 30°39'11" WEST, A DISTANCE OF 206.13 FEET; 2) THENCE RUN SOUTH 36°48'33" WEST, A DISTANCE OF 143.00 FEET; 3) THENCE RUN SOUTH 34°04'51" WEST, A DISTANCE OF 43.09 FEET; 4) THENCE RUN SOUTH 63°06'48" WEST, A DISTANCE OF 108.78 FEET; 5) THENCE RUN SOUTH 72°59'03" WEST, A DISTANCE OF 51.27 FEET; 6) THENCE RUN SOUTH 80°53'56" WEST, A DISTANCE OF 47.52 FEET; 7) THENCE RUN SOUTH 86°58'55" WEST, A DISTANCE OF 99.28 FEET; 8) THENCE RUN SOUTH 63°14'45" WEST, A DISTANCE OF 238.03 FEET; 9) THENCE RUN SOUTH 64°37'12" WEST, A DISTANCE OF 183.19 FEET; 10) THENCE RUN SOUTH 54°17'50" WEST, A DISTANCE OF 178.15 FEET; 11) THENCE RUN SOUTH 36°57'57" WEST, A DISTANCE OF 104.22 FEET; 12) THENCE RUN SOUTH 64°03'19" WEST, A DISTANCE OF 91.46 FEET; 13) THENCE RUN SOUTH 79°02'43" WEST, A DISTANCE OF 121.33 FEET; 14) THENCE RUN SOUTH 49°27'14" WEST, A DISTANCE OF 52.20 FEET; 15) THENCE RUN SOUTH 34°24'56" WEST, A DISTANCE OF 39.92 FEET; 16) THENCE RUN SOUTH 59°44'16" WEST, A DISTANCE OF 154.04 FEET; 17) THENCE RUN SOUTH 30°49'44" WEST, A DISTANCE OF 144.25 FEET; 18) THENCE RUN NORTH 87°27'56" WEST, A DISTANCE OF 58.62 FEET; 19) THENCE RUN SOUTH 85°40'21" WEST, A DISTANCE OF 48.94 FEET; 20) THENCE RUN SOUTH 18°42'44" EAST, A DISTANCE OF 63.68 FEET; 21) THENCE RUN SOUTH 14°30'36" WEST, A DISTANCE OF 130.54 FEET; THENCE DEPARTING SAID THREAD (CENTERLINE) OF SHADY BROOK, RUN NORTH 83°38'24" WEST, A DISTANCE OF 421.03 FEET, MORE OR LESS; THENCE RUN SOUTH 82°17'56" WEST, A DISTANCE OF 330.46 FEET; THENCE RUN NORTH 32°32'27" WEST, A DISTANCE OF 828.14 FEET; THENCE RUN NORTH 54°21'38" EAST, A DISTANCE OF 318.72 FEET; THENCE RUN NORTH 31°28'06" EAST, A DISTANCE OF 320.37 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE RUN SOUTH 89°46'19" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 1114.38 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°25'16" EAST, ALONG THE EAST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 664.79 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE RUN NORTH 00°26'21" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2659.09 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 21

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SUMTER, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

IN TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

SECTION 28: THE SE 1/4 OF THE SE 1/4

SECTION 31: ALL

SECTION 32: ALL

SECTION 33: ALL

SECTION 34: ALL

SECTION 35: ALL

SECTION 36: THE SW 1/4 OF THE NW 1/4 AND THE WEST ONE-HALF OF THE SW 1/4

AND:

IN TOWNSHIP 21 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

SECTION 2: ALL; LESS THE SE 1/4 OF THE SW 1/4 AND LESS THE SOUTH ONE-HALF OF THE SE 1/4

SECTION 3: ALL

SECTION 4: ALL

SECTION 5: ALL

SECTION 6: ALL

SECTION 7: ALL

SECTION 8: ALL

SECTION 9: NORTH ONE-HALF OF THE NE 1/4; AND NORTH ONE-HALF OF THE NW 1/4; AND THAT PORTION OF THE SW 1/4 OF THE NW 1/4 LYING WEST OF THE EASTERLY RIGHT-OF-WAY LINE OF THE FORMER CSX TRANSPORTATION, INC., RAILROAD; AND THAT PORTION OF THE NORTH ONE-HALF OF THE NW 1/4 OF THE SW 1/4 LYING WEST OF THE EASTERLY RIGHT-OF-WAY LINE OF THE FORMER CSX TRANSPORTATION, INC., RAILROAD

SECTION 10: EAST ONE-HALF OF THE NE 1/4; AND THE NW 1/4 OF THE NE 1/4; AND THE NE 1/4 OF THE NW 1/4; AND THE NW 1/4 OF THE NW 1/4

SECTION 11: THE WEST ONE-HALF OF THE NW 1/4; AND THE NW 1/4 OF THE SW 1/4; AND THE SE 1/4 OF THE NW 1/4 (LESS RIGHT-OF-WAY FOR STATE ROAD 471)

AND:

PARCEL 22

THAT PORTION OF COUNTY ROAD NO. 470 RIGHT-OF-WAY (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 18580-2601) LYING IN SECTIONS 10, 11, 12, 13, 14, AND 15, TOWNSHIP 20 SOUTH, RANGE 23 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE RUN NORTH 00°08'05" EAST, ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 50.01 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470; THENCE DEPARTING SAID EAST LINE, RUN NORTH 88°54'07" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 2172.34 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN SOUTH 01°07'49" EAST, A DISTANCE OF 100.08 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470; THENCE RUN ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°54'07" WEST, A DISTANCE OF 3226.94 FEET; 2) THENCE RUN NORTH 89°27'00" WEST, A DISTANCE OF 5370.13 FEET; 3) THENCE RUN NORTH 89°43'47" WEST, A DISTANCE OF 1615.44 FEET TO A POINT ON THE PROPOSED SOUTHEASTERLY RIGHT-OF-WAY LINE OF CENTRAL PARKWAY (A 100 FOOT WIDE PROPOSED RIGHT-OF-WAY), SAID POINT BEING A POINT ON A 2823.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°35'20" EAST AND A CHORD LENGTH OF 142.22 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°53'12", AN ARC DISTANCE OF 142.23 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470; THENCE DEPARTING SAID PROPOSED SOUTHEASTERLY RIGHT-OF-WAY LINE, RUN ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 89°43'47" EAST, A DISTANCE OF 1514.39 FEET; 2) THENCE RUN SOUTH 89°27'00" EAST, A DISTANCE OF 5371.03 FEET; 3) THENCE RUN SOUTH 88°54'07" EAST, A DISTANCE OF 3223.53 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 23

THOSE LANDS LYING IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, AS DESCRIBED IN THE FOLLOWING INSTRUMENTS: OFFICIAL RECORDS BOOK 4102, PAGE 475, OFFICIAL RECORDS BOOK 4102, PAGE 492, OFFICIAL RECORDS BOOK 4204, PAGE 267 AND OFFICIAL RECORDS BOOK 4204, PAGE 378, ALL IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

SHEET 3A OF 13		
CLIENT	VILLAGES LAND COMPANY, LLC.	
JOB NO.	SHD063.0897	
DATE	4/15/2022	
DRAWN BY	BDH/GMW	CHECKED BY WSB/JDH
ACAD FILE	APRIL 2022 FRANCHISE AREA_ADDITIONS	
REVISIONS		DATE

SKETCH OF DESCRIPTIONS
IN TOWNSHIP 19 SOUTH, RANGE 23 EAST, TOWNSHIP 20 SOUTH, RANGE 23 EAST AND TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA.
FRANCHISE AREA
AMENDED AND RESTATED

CFB CLYMER FARNER BARLEY
CLYMER FARNER BARLEY, INC.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352)748-3128
WWW.CFB-INC.COM CA #6709

SKETCH OF DESCRIPTIONS

LINE TABLE		
LINE	LENGTH	BEARING
L1	33.00'	N89°52'27"W

POINT OF BEGINNING – PARCEL 1

NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17–19–23

SCALE IN FEET 1" = 500'

STATE ROAD 44

FLORIDA'S TURNPIKE

U.S. HIGHWAY 301

COUNTY ROAD 181

COUNTY ROAD CR 502 – MARY LOU AVENUE

FLORIDA'S TURNPIKE – SUNSHINE STATE PARKWAY, RONALD REAGAN EXPRESSWAY

LAKE OKAHUMPKA

NOT INCLUDED

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF 21-19-23

NOTE: EDGE OF WATER TAKEN FROM AERIAL PHOTOGRAPHS

LEGEND

LB	LICENSED BUSINESS
POB	POINT OF BEGINNING
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
BNG	BEARING
PG.	PAGE
R/W	RIGHT-OF-WAY
O.R.B.	OFFICIAL RECORDS BOOK
(D)	RECORDED DESCRIPTION

DETAIL 1

DETAIL 2

DETAIL 3

DETAIL 4

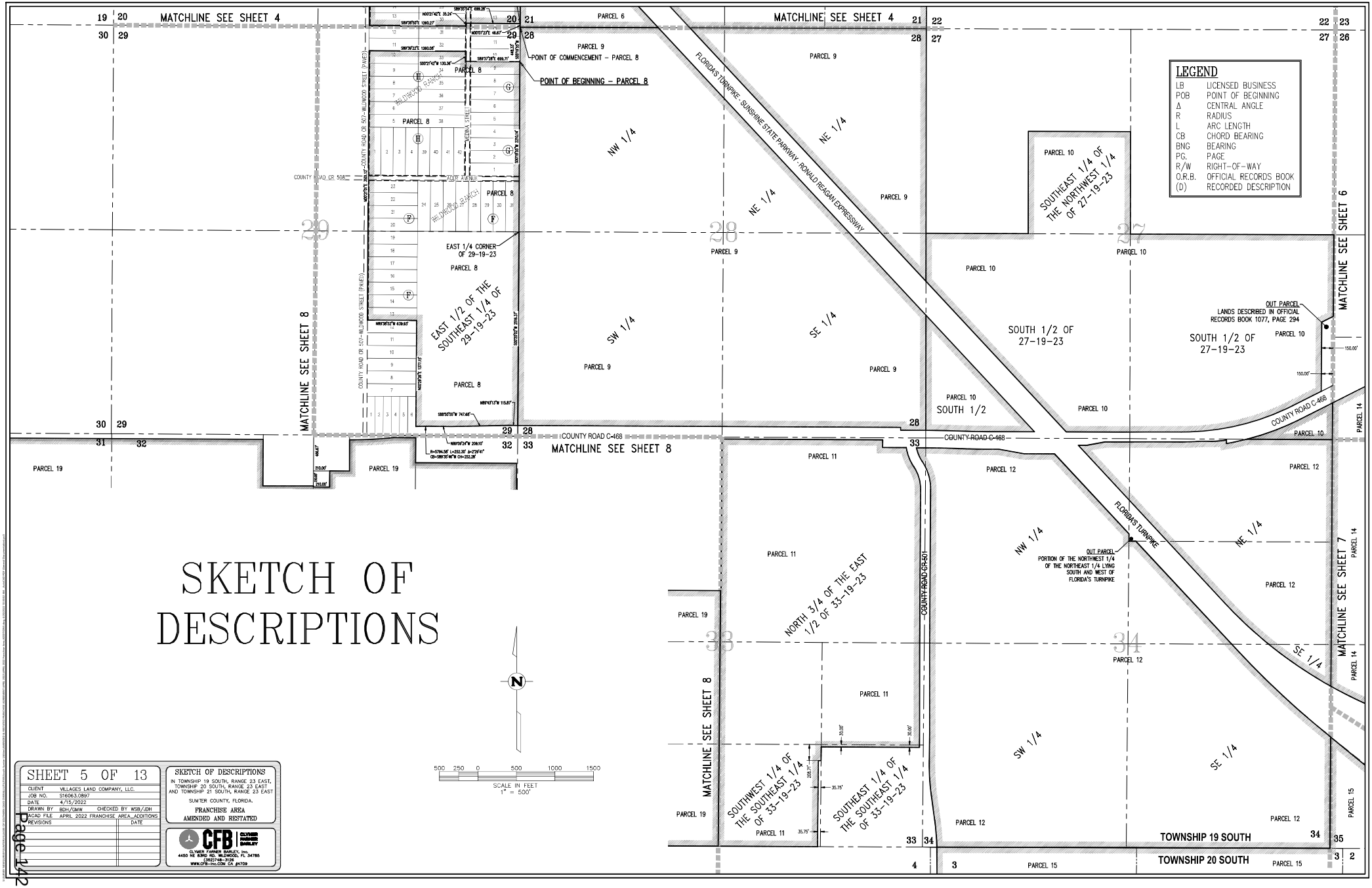
MATCHLINE SEE SHEET 5

SHEET 4 OF 13	
CLIENT	VILLAGES LAND COMPANY, LLC.
JOB NO.	S16063.0897
DATE	4/15/2022
DRAWN BY	BDH/GMW CHECKED BY WSB/JDH
CAD FILE	APRIL 2022 FRANCHISE AREA_ADDITIONS
REVISIONS	DATE

SKETCH OF DESCRIPTIONS
IN TOWNSHIP 19 SOUTH, RANGE 23 EAST, TOWNSHIP 20 SOUTH, RANGE 23 EAST AND TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA.
FRANCHISE AREA
AMENDED AND RESTATED

CFB CLYMER FARNER BARLEY
CLYMER FARNER BARLEY, INC.
4450 NE 8JRD RD. WILDWOOD, FL 34785
(352)748-3136
WWW.CFB-INC.COM CA #4709

SKETCH OF DESCRIPTIONS



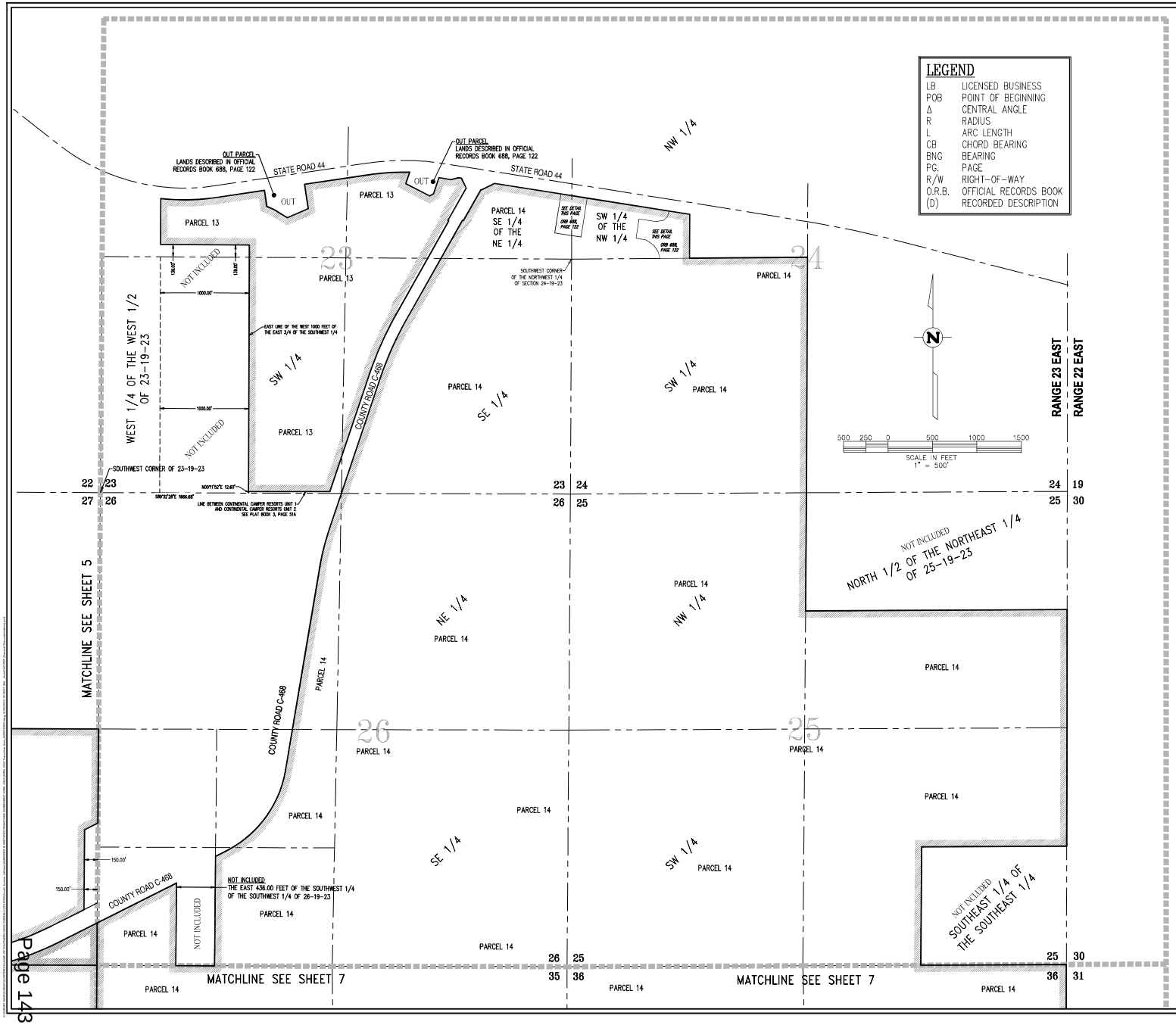
SHEET 5 OF 13

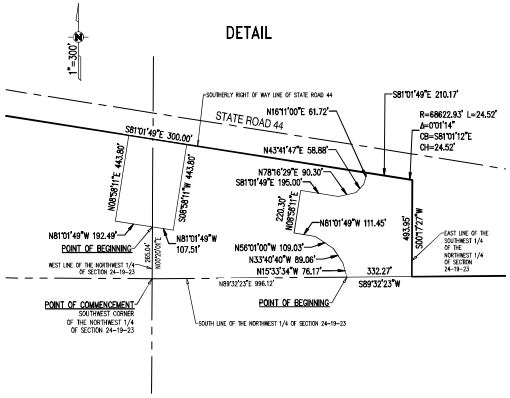
CLIENT	VILLAGES LAND COMPANY, LLC.
JOB NO.	S16063.0897
DATE	4/15/2022
DRAWN BY	BDH/GMW CHECKED BY WSB/JDH
ACAD FILE	APRIL 2022 FRANCHISE AREA_ADDITIONS
REVISIONS	DATE

SKETCH OF DESCRIPTIONS
IN TOWNSHIP 19 SOUTH, RANGE 23 EAST, TOWNSHIP 20 SOUTH, RANGE 23 EAST AND TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA.
FRANCHISE AREA
AMENDED AND RESTATED

CFB CLYMER FARMER BARLEY, INC.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352) 748-3126
WWW.CFB-INC.COM CA #4709

SKETCH OF DESCRIPTIONS



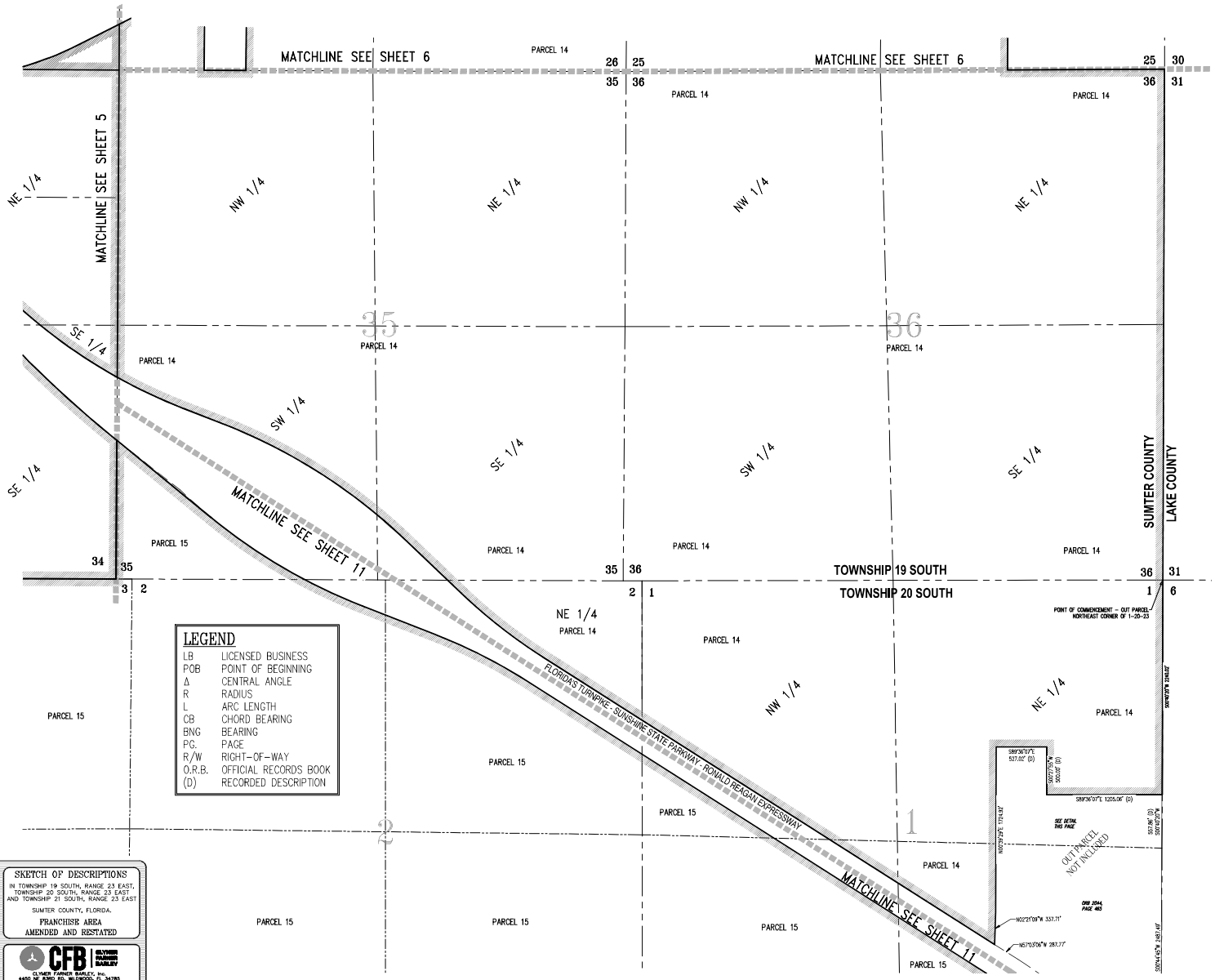


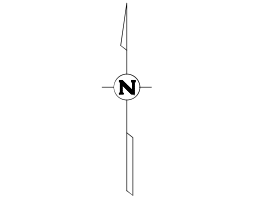
SHEET 6 OF 13	
CLIENT	VILLAGES LAND COMPANY, LLC.
JOB NO.	S16063.0897
DATE	4/15/2022
DRAWN BY	BDH/GMW CHECKED BY WSB/JDH
ACAD FILE	APRIL 2022 FRANCHISE AREA_ADDITIONS
REVISIONS	DATE

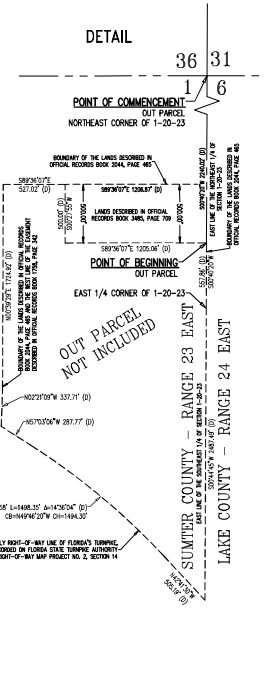
SKETCH OF DESCRIPTIONS
IN TOWNSHIP 19 SOUTH, RANGE 23 EAST, TOWNSHIP 20 SOUTH, RANGE 23 EAST AND TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA.
FRANCHISE AREA
AMENDED AND RESTATED

CFB | ELVMER FARNER BARLEY
ELVMER FARNER BARLEY, INC.
4450 NE 83rd AVENUE, OCALA, FL 34785
(352)748-1500
WWW.CFB-INC.COM CA #4709

SKETCH OF DESCRIPTIONS







LEGEND

LB	LICENSED BUSINESS
POB	POINT OF BEGINNING
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
BNG	BEARING
PG.	PAGE
R/W	RIGHT-OF-WAY
O.R.B.	OFFICIAL RECORDS BOOK
(D)	RECORDED DESCRIPTION

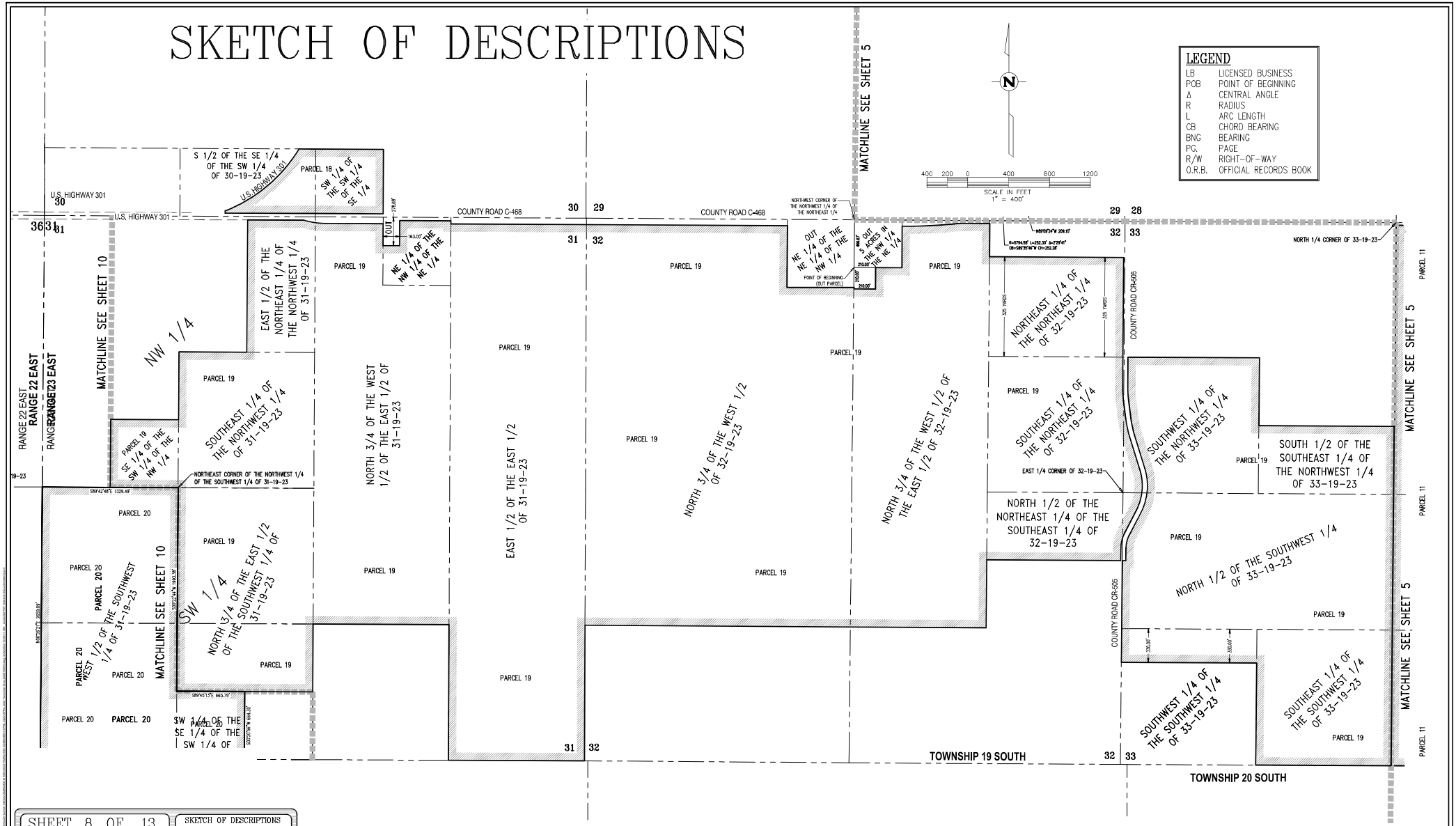
SHEET 7 OF 13

CLIENT	VILLAGES LAND COMPANY, LLC.
JOB NO.	516063.0897
DATE	4/15/2022
DRAWN BY	BDH/GMW CHECKED BY WSB/JDH
CAD FILE	APRIL 2022 FRANCHISE AREA_ADDITIONS
REVISIONS	DATE

SKETCH OF DESCRIPTIONS
IN TOWNSHIP 19 SOUTH, RANGE 23 EAST, TOWNSHIP 20 SOUTH, RANGE 23 EAST AND TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA.
FRANCHISE AREA
AMENDED AND RESTATED

CFB CLYMER FURNEY BARLEY
CLYMER FURNEY BARLEY, INC.
4450 NE RINGWOOD, OCALA
(352)732-8126
WWW.CFB-INC.COM CA #4709

SKETCH OF DESCRIPTIONS

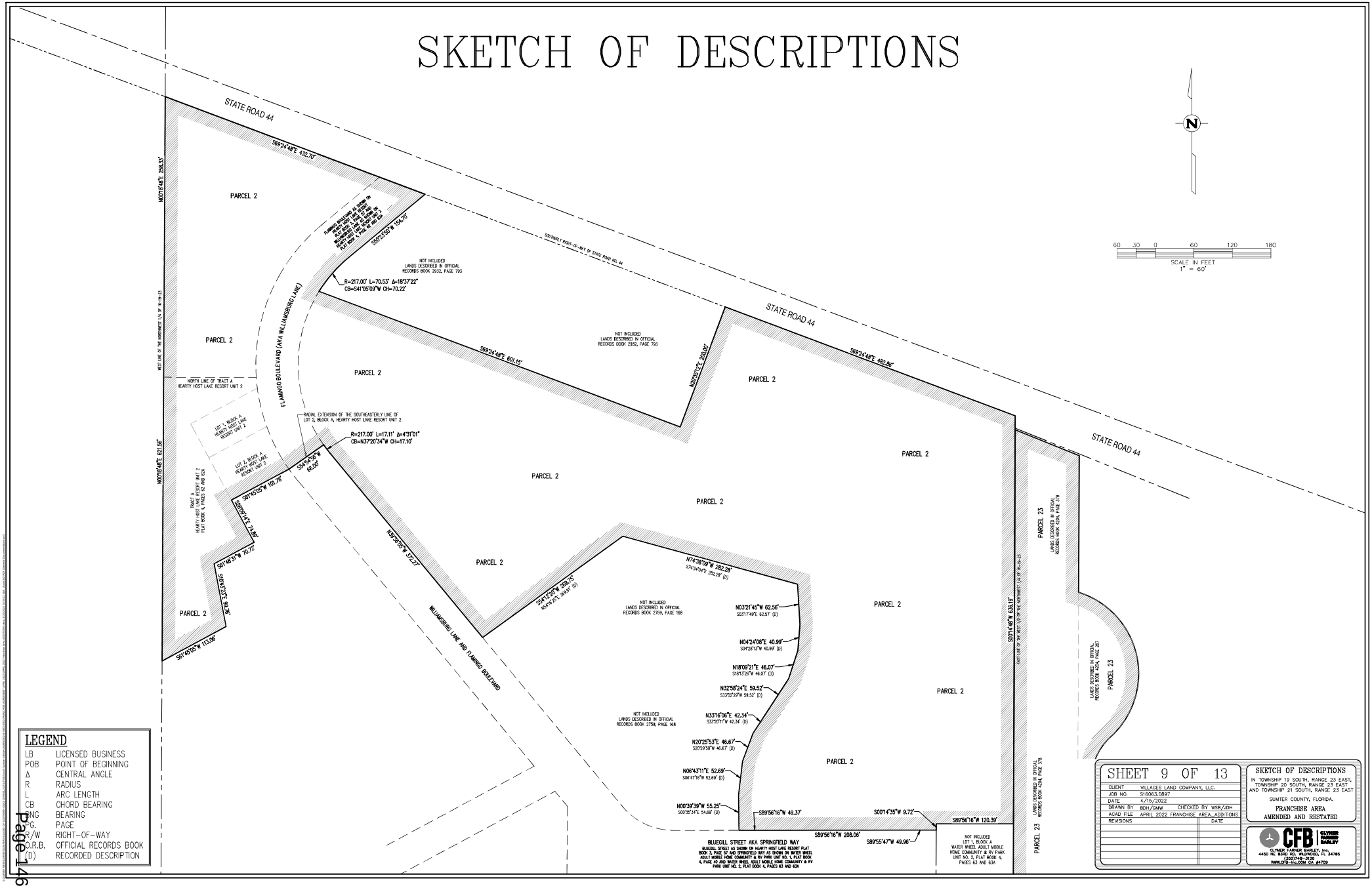


SHEET 8 OF 13	
CLIENT	VILLAGES LAND COMPANY, LLC.
JOB NO.	S16063.0897
DATE	4/15/2022
DRAWN BY	BDH/GMW CHECKED BY WSB/JDH
CADD FILE	APRIL 2022 FRANCHISE AREA_ADDITIONS
REVISIONS	DATE

SKETCH OF DESCRIPTIONS
IN TOWNSHIP 19 SOUTH, RANGE 23 EAST, TOWNSHIP 20 SOUTH, RANGE 23 EAST AND TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA.
FRANCHISE AREA
AMENDED AND RESTATED

CFB CLYMER FARNER BARLEY
CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352)748-3136
WWW.CFB-Inc.COM CA #4709

SKETCH OF DESCRIPTIONS



LEGEND

LB	LICENSED BUSINESS
POB	POINT OF BEGINNING
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
BRNG	BEARING
PG.	PAGE
R/W	RIGHT-OF-WAY
O.R.B.	OFFICIAL RECORDS BOOK
(D)	RECORDED DESCRIPTION

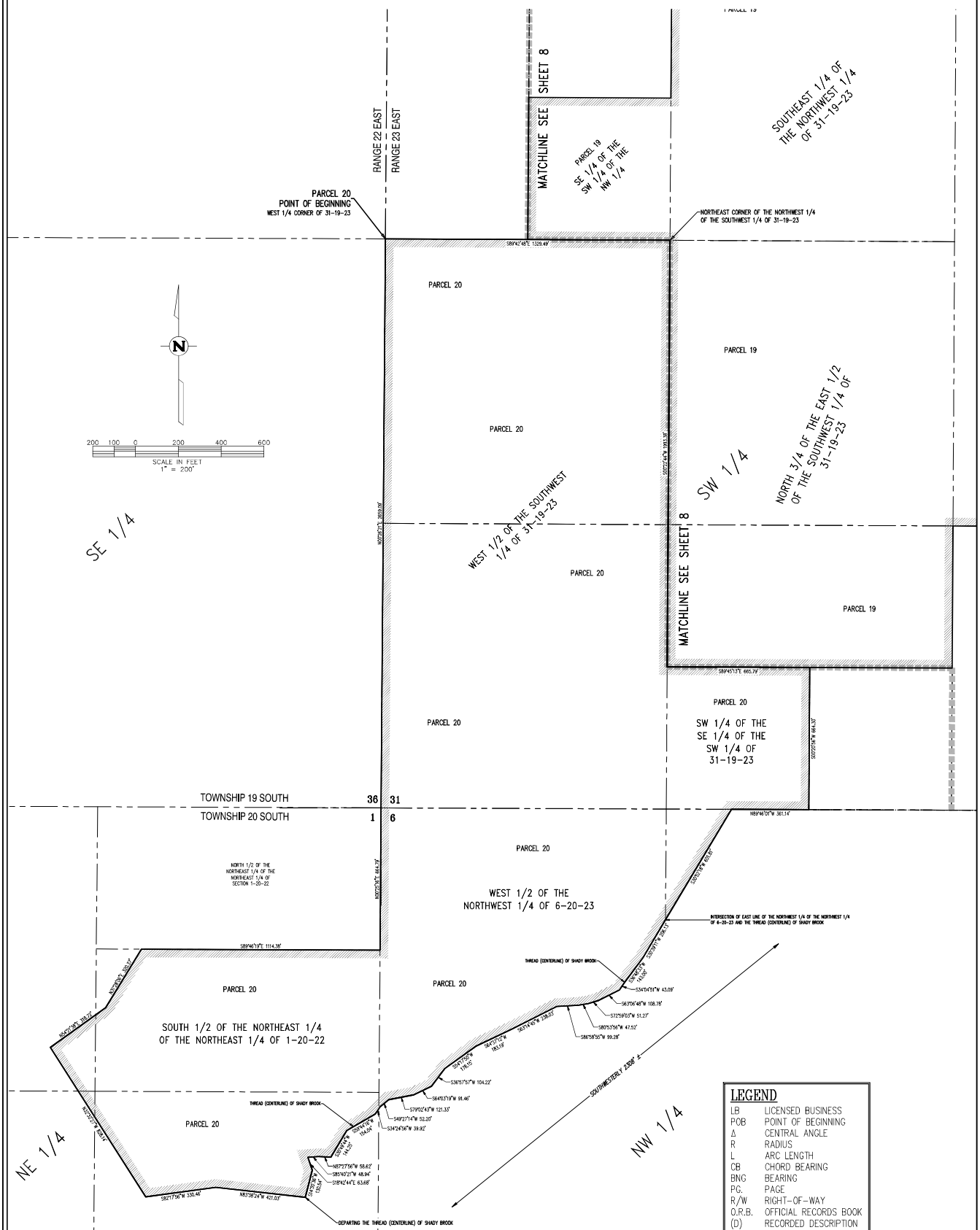
SHEET 9 OF 13

CLIENT	VILLAGES LAND COMPANY, LLC.
JOB NO.	S16063.0897
DATE	4/15/2022
DRAWN BY	BDH/GMW CHECKED BY WSB/JDH
ACAD FILE	APRIL 2022 FRANCHISE AREA_ADDITIONS
REVISIONS	DATE

SKETCH OF DESCRIPTIONS
IN TOWNSHIP 19 SOUTH, RANGE 23 EAST, TOWNSHIP 20 SOUTH, RANGE 23 EAST AND TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA.
FRANCHISE AREA
AMENDED AND RESTATED

CFB CLYMER FARNER BARLEY, Inc.
4450 NE 103RD RD. WILDWOOD, FL 34785
(352)748-3126
WWW.CFB-INC.COM CA #4709

SKETCH OF DESCRIPTIONS



LEGEND

LB	LICENSED BUSINESS
POB	POINT OF BEGINNING
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
BNG	BEARING
PG.	PAGE
R/W	RIGHT-OF-WAY
O.R.B.	OFFICIAL RECORDS BOOK
(D)	RECORDED DESCRIPTION

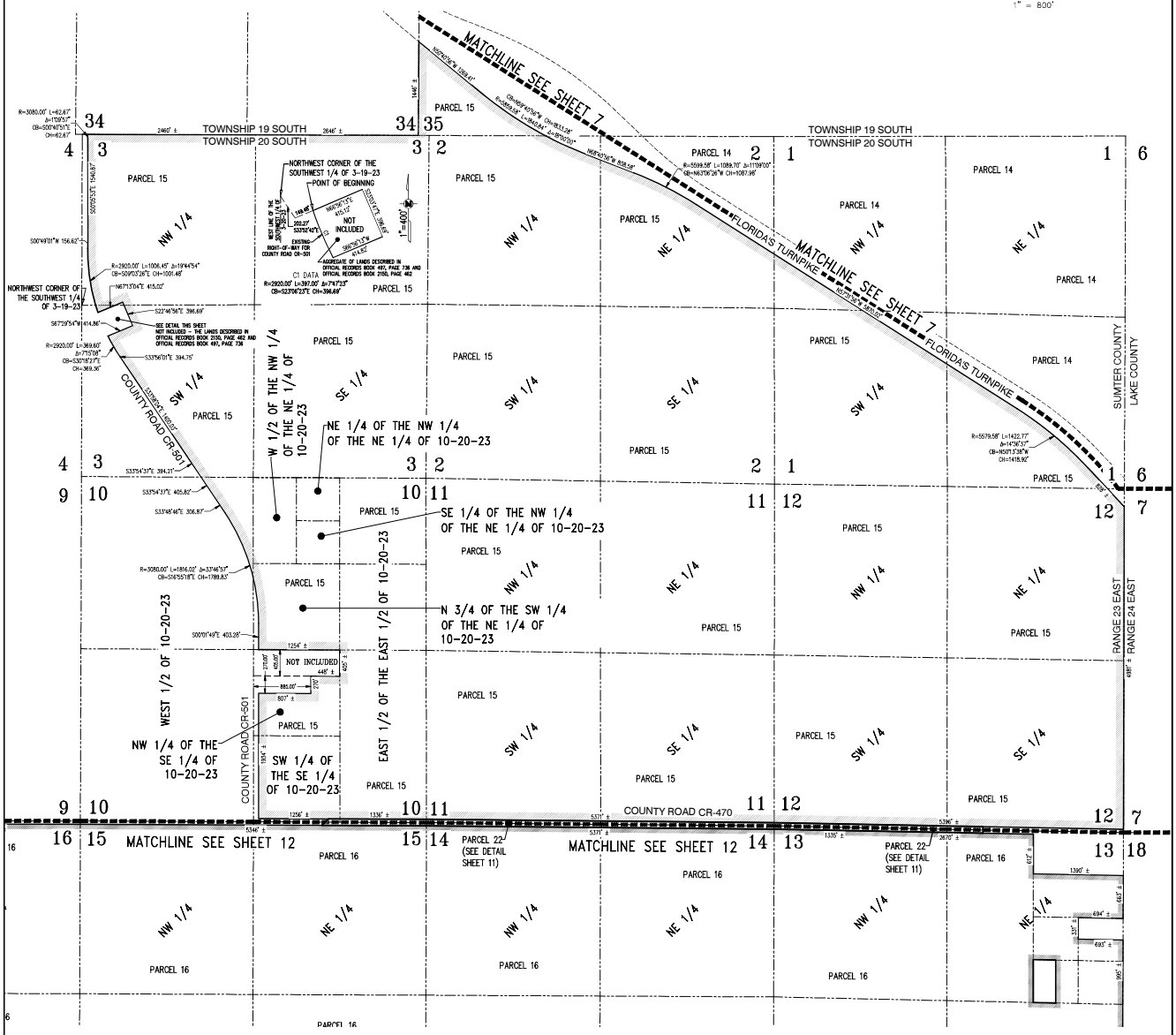
SHEET 10 OF 13

CLIENT	VILLAGES LAND COMPANY, LLC.
JOB NO.	S16063.0897
DATE	4/15/2022
DRAWN BY	BDH/GMW. CHECKED BY WSB/JDH
ACAD FILE	APRIL 2022 FRANCHISE AREA_ADDITIONS
REVISIONS	DATE

SKETCH OF DESCRIPTIONS
IN TOWNSHIP 19 SOUTH, RANGE 23 EAST, TOWNSHIP 20 SOUTH, RANGE 23 EAST AND TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA.
FRANCHISE AREA
AMENDED AND RESTATED

CFB CLYMER FARNER BARLEY, Inc.
4450 NE BURG RD. WILDWOOD, FL 34785
(352)748-6160
WWW.CFB-INC.COM CA#2

SKETCH OF DESCRIPTIONS



DETAIL
SCALE: 1"=600'

LEGEND

LB	LICENSED BUSINESS
POB	POINT OF BEGINNING
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
BNG	BEARING
PG.	PAGE
R/W	RIGHT-OF-WAY
O.R.B.	OFFICIAL RECORDS BOOK
(D)	RECORDED DESCRIPTION

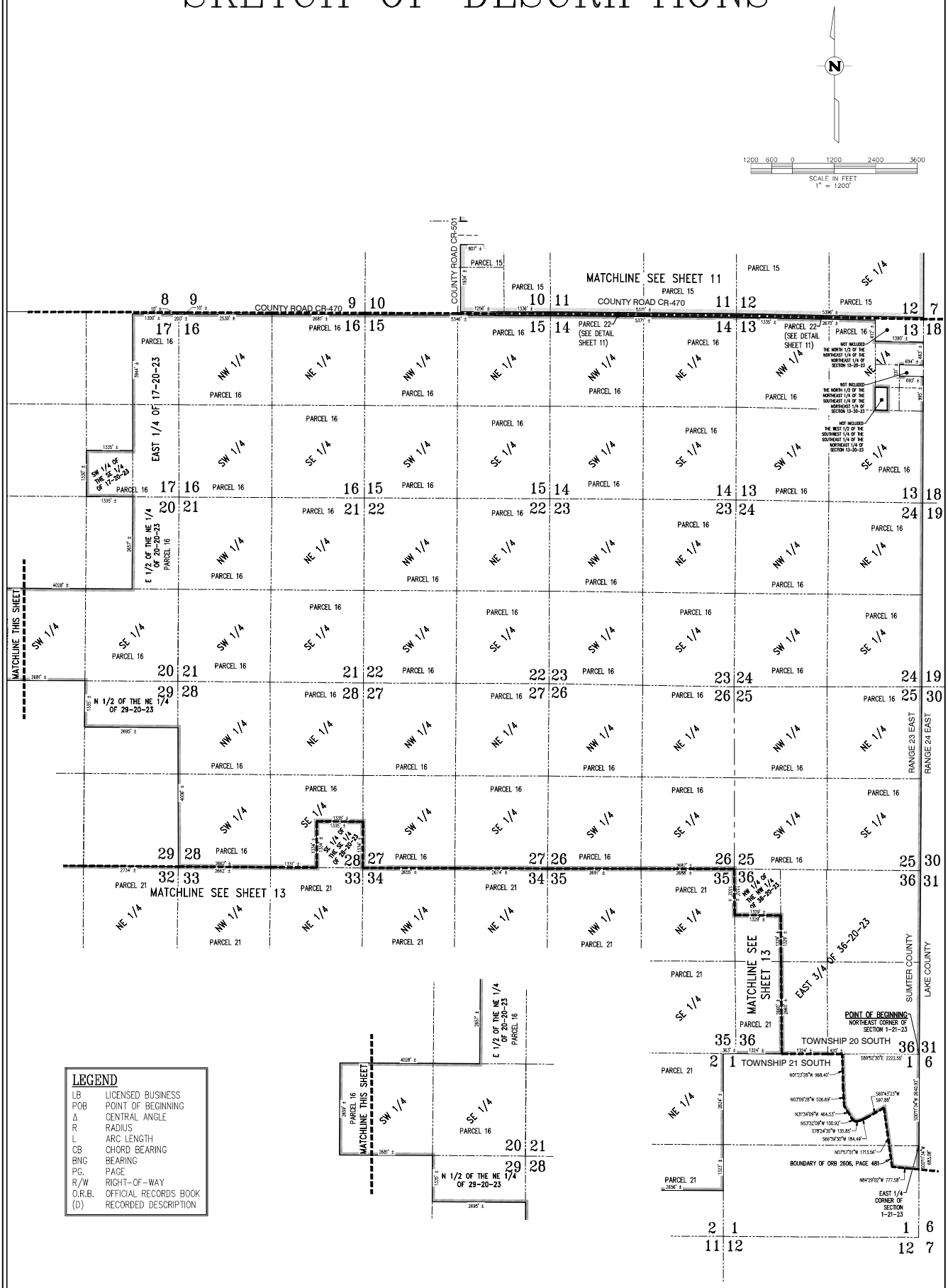
SHEET 11 OF 13

CLIENT	VILLAGES LAND COMPANY, LLC.
JOB NO.	S16063.0897
DATE	4/15/2022
DRAWN BY	BDH/GMW CHECKED BY WSB/JDH
ACAD FILE APRIL 2022 FRANCHISE AREA SHEET 11-13	
REVISIONS	DATE

SKETCH OF DESCRIPTIONS
IN TOWNSHIP 19 SOUTH, RANGE 23 EAST, TOWNSHIP 20 SOUTH, RANGE 23 EAST AND TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA.
FRANCHISE AREA
AMENDED AND RESTATED

CFB CLYMER FARNER BARLEY
CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352)748-3126
WWW.CFB-INC.COM CA #9709

SKETCH OF DESCRIPTIONS



LEGEND

LB	LICENSED BUSINESS
POB	POINT OF BEGINNING
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
BNG	BEARING
PG.	PAGE
R/W	RIGHT-OF-WAY
O.R.B.	OFFICIAL RECORDS BOOK
(D)	RECORDED DESCRIPTION

SHEET 12 OF 13

CLIENT	VILLAGES LAND COMPANY, LLC.
JOB NO.	S16063.0897
DATE	4/15/2022
DRAWN BY	BDH/GMW CHECKED BY MSB/JDH
ACAD FILE APRIL 2022 FRANCHISE AREA SHEET 11-13	
REVISIONS	DATE

SKETCH OF DESCRIPTIONS

IN TOWNSHIP 19 SOUTH, RANGE 23 EAST, TOWNSHIP 20 SOUTH, RANGE 23 EAST AND TOWNSHIP 21 SOUTH, RANGE 23 EAST

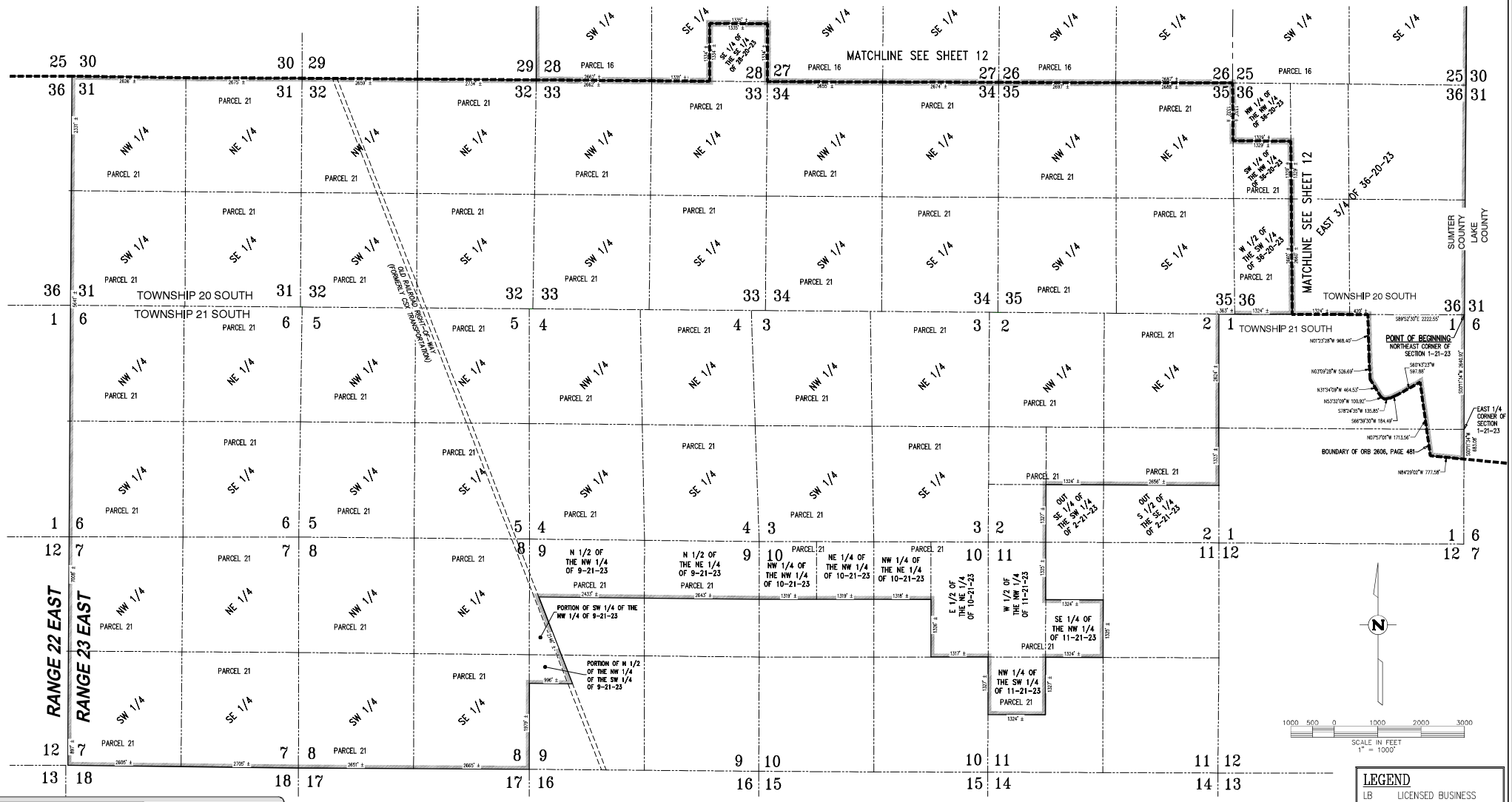
SUMTER COUNTY, FLORIDA.

FRANCHISE AREA AMENDED AND RESTATED

CFB | CLYMER FARNER BARLEY

CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD., WILDWOOD, FL 34785
(352)748-3128
WWW.CFB-Inc.COM CA #6709

SKETCH OF DESCRIPTIONS



SHEET 13 OF 13	
CLIENT	VILLAGES LAND COMPANY, LLC.
JOB NO.	516063.0897
DATE	4/15/2022
DRAWN BY BDH/GMW	CHECKED BY WSB/JDH
ACAD FILE APRIL 2022 FRANCHISE AREA SHEET 11-13	
REVISIONS	DATE

SKETCH OF DESCRIPTIONS
IN TOWNSHIP 19 SOUTH, RANGE 23 EAST, TOWNSHIP 20 SOUTH, RANGE 23 EAST AND TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA.
FRANCHISE AREA
AMENDED AND RESTATED

CFB CLYMER FARNER BARLEY, INC.
CLYMER FARNER BARLEY, INC.
4450 NE 14TH TERRACE, OCALA, FL 34785
(352) 748-0126
WWW.CFB-INC.COM LB #4709

LEGEND

LB	LICENSED BUSINESS
POB	POINT OF BEGINNING
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
BNG	BEARING
PG.	PAGE
R/W	RIGHT-OF-WAY
O.R.B.	OFFICIAL RECORDS BOOK
(D)	RECORDED DESCRIPTION

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Moratorium Outpatient Treatment**

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity:

Effective Date: Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

At a workshop on May 16, 2022, the City Commission directed staff to draft a resolution for a moratorium on new outpatient substance abuse treatment centers to allow time for the use to be included or addressed in a future revision/update to the City's Land Development Regulations.

The update is expected to take approximately 12 months.

RESOLUTION NO. O2022-10

A RESOLUTION OF THE CITY OF WILDWOOD, FLORIDA ESTABLISHING A MORATORIUM ON NEW OUTPATIENT SUBSTANCE ABUSE TREATMENT CENTERS IN THE CITY OF WILDWOOD FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF ADOPTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Commission of the City of Wildwood, Florida is aware of the issues related to illegal drug use and abuse that affect communities throughout Florida and the United States; and

WHEREAS, the City Commission is committed to assisting its citizens that are struggling with sobriety; and

WHEREAS, the City Commission finds that substance abuse and addiction treatment are currently offered by several entities within the City, as well as the region surrounding the City; and

WHEREAS, the City Commission must weigh the burden on the City, its citizens, and infrastructure that outpatient substance abuse clinics may have, as well as possible negative collateral consequences, versus the need for such treatment clinics; and

WHEREAS, the City Commission is dedicated to the safety and health of its citizens and desires the opportunity to review and revise its zoning ordinances and land development regulations prior to any new outpatient substance abuse treatment centers locating within the City; and

WHEREAS, the City is in the process of adopting a new comprehensive plan and will be revising its land development regulations upon the adoption of its new comprehensive plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA, THAT:

1. A moratorium is hereby instituted to temporarily prohibit any new outpatient substance abuse treatment clinics in the City of Wildwood.
2. This moratorium will take effect immediately upon passage by the City Commission and signature by the Mayor.
3. The moratorium will be in place no longer than May 23, 2022 through May 23, 2023 (a period of twelve (12) months) in order to give the City time to conduct a

comprehensive review and revision of its current zoning laws and land development regulations.

4. This Resolution shall be liberally construed to carry out its purposes, which are deemed to be in the best interest of the public health, safety, and welfare of the citizens and residents of the City of Wildwood.

DONE AND RESOLVED this _____ day of _____, 20____, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

_____
Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **The Villages of Southern Oaks 163 Agreement 9th amendment - AREAS A, B &C**

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity:

Effective Date: Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Florida Statute §163.3220 - §163.3243 authorizes local governments and developers to enter into certain types of development agreements with duration periods of up to 30 years to provide certainty to both parties in terms of current and future processes and entitlements under the statutes.

This agreement between the City of Wildwood and The Villages Land Company, LLC, covers the Villages of Southern Oaks project. The Villages of Southern Oaks is a large-scale master-planned development. The agreement was originally executed by the City Commission on May 8, 2017.

Below is a general summary of the changes to the Agreement this amendment proposes:

1. Amends the architectural standards
2. Amends golf cart operations

The terms of this development agreement amendment have been discussed among City Staff and were finalized in consultation with the City Attorney.
Staff recommends approval of the revised agreement.

DATED: 6/18/2022

Roxann Read, AICP, CFM
Development Services Assistant Director

THE VILLAGES OF SOUTHERN OAKS AREA A
CHAPTER 163 DEVELOPMENT AGREEMENT

This Development Agreement (referred to as the or this "Agreement") made this _____ day of _____, 2022, by and between The Villages Land Company, LLC, a Florida limited liability company, (hereinafter referred to as "VLC"), whose mailing address is 3619 Kiessel Road, The Villages, Florida 32163, and which shall be referred to as "Owner", "Developer" or "Master Developer" as hereafter described) and the City of Wildwood, a Florida municipal corporation whose mailing address is 100 North Main Street, Wildwood, Florida 34785 (hereinafter referred to as "City" or "Wildwood"). The City and VLC may sometimes be referred to collectively herein as the "Parties".

WITNESSETH

WHEREAS, The Villages of Lake-Sumter, Inc., has served as the Developer of The Villages of Sumter Development of Regional Impact (DRI), The Villages of Marion Florida Quality Development (FQD), The Tri-County Villages DRI, The Villages of Fruitland Park DRI, The Villages of Wildwood DRI, The Village of Fenney, The Villages of West Lake and The Villages of Southern Oaks, together commonly known and referred to as "The Villages"; and

WHEREAS, The Villages have been developed as a self-contained age restricted community with amenities and services on site to meet the needs of its residents, including the provision of mixed use town centers and internal multi-use paths to minimize the use of the automobile; and

WHEREAS, The Villages has developed into a well-designed community with a population of over one hundred twenty-five thousand (125,000) with significant recreational opportunities on-site and approximately six million (6,000,000) square feet of non-residential development. This non-residential development has also provided new commercial development that has served and continues to serve the larger Wildwood community and surrounding areas; and

WHEREAS, VLC acquired property in south Wildwood that has been designated as Age Restricted Development (ARD) on the City's Future Land Use Map (FLUM) and is referred to as The Villages of Southern Oaks (hereinafter referred to as the "Project"); and

WHEREAS, the City's comprehensive plan includes Future Land Use Element Policy 1.1.23 which is a site specific policy that establishes development requirements for the Project. Policy 1.1.23 refers to The Villages of Southern Oaks Area A Chapter 163 Development Agreement which is this Agreement; and

WHEREAS, the Project contains mostly vacant lands that are approved for a wide range of urban uses such as commercial, residential, office and medical uses as well as agricultural uses as provided for in the City's FLUM ; and

WHEREAS, VLC has chosen to divide the Project into areas with each area having a separate Chapter 163 Development Agreement with the City. The boundary of Area A is identified

in **EXHIBIT 3** (hereinafter referred to as the "Property"). A location map of the Property is attached as **EXHIBIT 3.** The Property is owned by VLC although, in the future, portions of it may be transferred to another entity or subdivided and sold; and

WHEREAS, this Agreement is solely for Area A with a legal description attached as **EXHIBIT 1**; and

WHEREAS, this Agreement is needed to establish standards for how Area A and future areas relate including providing for the transfer of entitlements between the areas as needed; and

WHEREAS, the City has previously adopted Chapter 163 Development Agreements for this Project with the original agreement adopted on May 8, 2017, and subsequent amendments adopted on February 26, 2018, October 22, 2018, January 28, 2019, June 10, 2019, September 23, 2019, February 24, 2020, October 12, 2020, November 8, 2021, and on July 11, 2022 with each Agreement adopted as an amended and restated agreement, thereby ensuring that all prior Agreements are no longer in effect; and

WHEREAS, VLC or another entity affiliated with the Owner is anticipating acquiring additional lands within south Wildwood in the future and is seeking with this Agreement to provide a format or template for long-term certainty and predictability of its development endeavors and a process for working with the City; and

WHEREAS, while development plans for the Project are currently only conceptual, it is important to all Parties to (1) establish the procedures under which the development can be conceptually approved so that, at the time of development, development orders and permits may be reviewed and acted on as efficiently and expeditiously as possible; (2) establish procedures that provide for predictability, yet appropriate flexibility to meet market changes during the term of this Agreement; and (3) to provide assurances that the Owner will be able to rely on for the life of this Agreement certain development rights as identified herein; and

WHEREAS, the City and the Owner has agreed on a term of thirty (30) years as sufficient to allow full development of the Property under the authority of the Florida Local Government Development Agreement Act as set out in Section 163.3229, Florida Statutes; and

WHEREAS, Sections 163.3220-163.3243, Florida Statutes, authorizes local governments and developers to enter into certain types of development agreements with long duration of up to 30 years to provide certainty to both parties in terms of current and future process and entitlements under such statutes; and

WHEREAS, the Property, is located in an area which is within a Joint Planning Area with Sumter County in order to plan for future public facilities and coordinate annexations; and

WHEREAS, developing these properties on additional land in a mixed use, compact development pattern connected by internal multi-use paths furthers the City of Wildwood's policies in the south Wildwood area; and

WHEREAS, the Project, is planned to be integrated over time into The Villages but will not be a DRI; and

WHEREAS, this Development Agreement provides a statutory binding template much like a local Development Order. It strengthens the public planning process, encourages sound capital improvement planning and financing and assists in ensuring that adequate capital facilities are in place to address the impacts of development. It also encourages well thought out development and planning to reduce the costs and impacts of development to the citizens of Wildwood; and

WHEREAS, the City and the Owner agree that The Villages should have consistent requirements for its different communities to maintain continuity and to minimize confusion for both the City and The Villages; and

WHEREAS, the City recognizes that The Villages has procedures to address special events and other requirements which are applied through-out the communities and exemptions from the City's Code is warranted; and

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein and other good and valuable consideration, sufficiency and the receipt of which are hereby acknowledged, it is mutually agreed as follows:

I. PURPOSE, AUTHORITY AND LEGAL DESCRIPTION

(A) Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement by reference.

(B) Purpose. The purpose of this Agreement is six-fold.

1) It will provide a binding written agreement between the City and the Owner for the long-term development in order to provide a mutually acceptable process for the City and certainty to the Developer;

2) It will set out for both Parties and the citizens of Wildwood the density, intensity, land uses and processes to be followed for purposes of development;

3) It will approve new development rights and clarify certain development rights or assumptions identified and clarify how the City's land development regulations (LDR's) will apply;

4) It will anticipate and plan for future development to be continuing;

5) It will establish design standards and a process, both for this development and other development which will take place under the Age Restricted Development (ARD) future land use and zoning category; and

6) It will help ensure consistency and continuity between The Villages communities by providing exemptions from specified provisions in the City's Code.

(C) Authority for Agreement: This Agreement is entered into pursuant to the authority of the Florida Local Government Development Agreement Act which consists of Sections

163.3220-163.3243, Florida Statutes, the authority under those sections are supplemental and additional to the powers conferred upon local governments by other laws and it encourages sound capital improvement planning and financing, reducing the cost of housing and development and encouraging a commitment to long-term comprehensive planning for a community.

(D) Legal description. The Property subject to this Agreement is shown by a sketch of the Property and legal description which is attached and incorporated as **EXHIBIT 1** and a location map as **EXHIBIT 3.**

II. APPROVED LAND USE AND DEVELOPMENT RIGHTS

(A) Land Use. The City has changed the future land use of the Property to ARD and has also approved ARD zoning. The City has also adopted Future Land Use Element Policy 1.1.23 which is a site specific policy that only applies to the Project. All approvals are in effect.

TABLE 1: AREA A PROJECT ENTITLEMENTS

LAND USE	APPROVED DEVELOPMENT
RESIDENTIAL	25,845 DWELLING UNITS (Age Restricted)
NON-RESIDENTIAL	2,504,000 SQUARE FEET OF COMMERCIAL/OFFICE 32,000 SQUARE FEET OF OFFICE/GOVERNMENT

(B) Proposed Entitlements, Conversion Matrix.

1) The Table 1 entitlements can be converted to other uses authorized by the ARD future land use and zoning and Future Land Use Policy 1.1.23 utilizing a land use conversion matrix included in **EXHIBIT 2** and a process described by this Agreement.

2) Although not specifically listed above, all uses authorized by the City's comprehensive plan which are permitted within the Project are set out in **EXHIBIT 4**.

3) The VLC is the Master Developer for the Project. As the Master Developer, VLC owns and controls all of the development rights and entitlements within the Project which are identified in Table 1 above for Area A. Any proposed development or improvements to property within the Project requires the prior written approval of the Master Developer, including, but not limited to, use of any entitlements as to any parcel or property within the Project. No new development can occur that reduces VLC's entitlements or Master Developer rights without Master Developer's prior authorization. VLC maintains an accounting of its development entitlements and will provide a copy to the City upon request.

4) VLC may transfer entitlements to and from Area A to any area within the Project without requiring an amendment to this Agreement. VLC must provide the City notice of at least thirty (30) days in advance of transferring entitlements with no approval required by the City. Table 1 will be revised to reflect the current entitlements once an amendment is proposed to the Agreement.

(C) Future Phases. The development process approved by this Agreement only applies to the legal description attached as **EXHIBIT 1** and, as will be more fully explained later in this Agreement, additional lands cannot be added without going through the statutory process of amending this Agreement or, at the sole option of the Owner, entering into a separate 163 Agreement for future land. Accordingly, in the future, there may be additions of development phases or the additional lands could be added to this Development Agreement by the statutory process developed as a single phase. However, if developed in future phase and/or separate phases, since the real estate is not always contiguous to the Property in Exhibit 1, there will be no aggregation of traffic under the City's LDR for mitigation purposes because all of the development on these lands will not be using the same roadways. If additional lands are added, either through an amendment to this Agreement or at the election of the Developer, a new development agreement, the Developer will provide the required public notices and direct notices to affected individuals and will provide density, intensity, use and any infrastructure known to be needed at the time, as required by the statutes. However, nothing contained in this paragraph or this Agreement shall be construed as requiring the City to adopt any amendment to this 163 Agreement or to adopt any separate 163 Agreements.

III. LAND USES AND APPROVED DEVELOPMENT RIGHTS AND ASSUMPTIONS

(A) Permitted Uses, Density and Intensity

1) Uses Permitted in Project. The Project is approved for the uses permitted in ARD land use and zoning category and Future Land Use Policy 1.1.23 as identified in **EXHIBIT 4**, including all permitted accessory uses. The maximum residential density in the ARD is 30 units per acre with no minimum density and the maximum intensity is 0.5 FAR, except for the Town Center and Medical Campus which is 3.0 FAR. ARD is a mixed use category which must meet the minimum and maximum percentages identified in the Future Land Use Element Policy 1.1.22 of the City's plan.

2) Agricultural. The Property has historically been used for agricultural activities and the Developer may pursue bona fide agricultural and silvicultural uses on the Property unless all permits and approvals necessary for a portion of the Agreement are within an approved Site Plan. For purposes of this Agreement, Site Plan is defined as either a non-agricultural site plan approval or a residential improvement plan approval from the City. There may be numerous Site Plans on the Property so if a Residential or Non-Agricultural Site Plan is approved for one area, agricultural use will stop in that area but may continue in others without approved Site Plans.

3) Mining. Mining is permitted pursuant to Section 3.20 of the City's Land Development Regulations.

4) Additional Land Uses. Additional land uses other than those permitted under the comprehensive plan require approval by the City through an amendment to the City's comprehensive plan. No amendment to this Agreement will be required to implement those uses so long as the additional land uses were approved through the comprehensive plan amendment process.

5) Towers and Wireless Communication Services. Towers and Wireless Communication Services (including cell and wireless communication towers) are a permitted use within the Property and are thus exempt from requiring a Special Exception Use and exempt from the requirements in Section 3.9 (E)(18) of the City of Wildwood Land Development Regulations. Towers and wireless communication services adjacent to external residential zoned properties shall have a setback of one half the height of the tower except those towers designed to collapse upon themselves. Collapsing towers and those towers not adjacent to external residential zoned properties shall comply with the setback and buffering provisions contained in **EXHIBIT 8**.

6) Alcoholic Beverages. The sale and consumption of alcoholic beverages is permitted within the Property. The Property is exempt from Section 4-5(a) of the City of Wildwood Code of Ordinances. All non-residential areas and uses, recreational areas and uses, and areas of mixed use shall be exempt from Section 4-2(a) of the City of Wildwood Code of Ordinances. However, streets dedicated to the City, sidewalks dedicated to the City, alleys dedicated to the City, and City owned public parks shall not be exempt from Section 4-2(a). This exemption shall not exempt the sale and consumption of alcoholic beverages from complying with the alcoholic beverage laws of the State of Florida.

IV. PROJECT INFRASTRUCTURE FACILITIES AND UTILITIES

(A) Transportation

1) Traffic Generation/Analysis. Based on the traffic impact study methodology approved by the City, the traffic consulting firm of Kimley-Horn & Associates has conducted a transportation analysis for the amount of development approved in **TABLE 1**. The result of the Kimley-Horn & Associates analysis was that no new off-site transportation improvements are needed for local roads for the time period and development scenario analyzed. The traffic analysis is attached as **EXHIBIT 6**.

2) Traffic Assumptions. The City agrees that Developer may use the following transportation assumptions when conducting a traffic analysis for development within the Property:

a) Developer may rely upon both the 2005 Origin and Destination Survey Summary Report and the 2008 Origin and Destination Summary Report of Non-Residential Travel Characteristics Study performed by Kimley-Horn & Associates and approved by FDOT for The Villages DRI's. Those assumptions provided a high community capture rate, given the mixed use nature of the development, the roadways and non-vehicular connections and the age restricted nature of the development with less persons per household and fewer work trips.

b) Developer may assume that the City will permit Developer in the future to assume the amount of development identified in **TABLE 1** is approved 14,969 PM peak hour trips.

3) Traffic Conversion to Other Land Uses. Developer may convert development entitlements depicted in **TABLE 1** to other uses approved in the City's comprehensive plan, only so long as the total trips generated do not exceed the trips permitted in **TABLE 1**. Attached and incorporated as **EXHIBIT 2** is a Land Use Conversion Table (the "Conversion Table") identifying the trip equivalency for each land use permitted. No amendment to this Agreement is required in order to utilize the Conversion Table. Developer must provide the City notice of at least thirty (30) days in advance of using the Conversion Table with no approval required by the City.

4) New Traffic Analysis. If Developer proposes new additional development entitlements within this Property [excluding transfers pursuant to Section II (B) 4. of this Agreement and conversions pursuant to Section IV (A) 3. of this Agreement], it will be required to provide a new traffic analysis or demonstrate to the City's satisfaction that a new traffic analysis is not required. Such additional new entitlements on the Property subject to this Agreement will be treated as aggregable for traffic mitigation proposed pursuant to Section 1.17 of the City's LDR's.

5) Transportation Modes. Developer will provide within the Project (or outside of the Project but within The Villages, as needed) multi-use paths, lanes and connectivity bridges and tunnels consistent with those at The Villages' DRI's in order to provide interconnectivity for golf carts and other modes of transportation for the purpose of reducing reliance on automobiles.

6) Developer acknowledges that development on the Property will be subject to Sumter County's impact fee ordinances and also any agreements entered into between Developer and the County for credits against such ordinances.

(B) Potable Water and Sanitary Sewer Service

1) An affiliate of Developer and the City have entered into a separate Utility Franchise Agreement in order to address provision of potable water and sanitary sewer services to the Project. That Agreement is attached as **EXHIBIT 7** but is not incorporated into this Agreement, so that the Parties may agree on changes to it over time and not have to amend this Agreement.

(C) Solid Waste Service

1) Solid Waste service will be provided by an affiliate of Developer pursuant to a franchise agreement between such affiliated party and the City. Such Agreement will be included in the file but will not be incorporated into this Agreement so that the Parties can agree on a change without having to amend this Agreement.

(D) Availability of Infrastructure

1) Necessary potable water and sanitary sewer, neighborhood streets, gas lines, power, phone, fiber and cable, as well as any new facilities required to service the same, shall be constructed or installed so as to be available concurrent with the development which is served by it.

(E) Public School Impacts

1) The Developer must at the time of development for any non-age restricted dwelling units created within the Project coordinate with the Sumter County School Board to address school capacity.

V. GENERAL REQUIREMENTS AND DESIGN CRITERIA

The general requirements and design criteria covering the Property are attached and incorporated as **EXHIBIT 8**. The Project shall adhere to the design standards contained within the Agreement, the Project's Standard Detail Manual and the City's LDR's amended October 14, 2019 (Water, Sewer, and Miscellaneous Details). A Standard Detail Manual will be provided to the City for review and approval. The manual will serve as a guide for purposes of development and include those requirements of **EXHIBIT 8.**

(A) Permitting, Construction, and Reconstruction of Buildings

1) Project Approval Process. The Developer shall submit a master development plan that generally shows the intended development including roadways, amenities, ponds, buffers and neighborhoods for each phase of development. The master development plan shall be submitted to the City and go through the Project Review Committee (PRC), Planning and Zoning and City Commission process to obtain approval. Once the master development plan has been approved, all projects within the boundary of the master development plan only require PRC approval. Alteration of land, grading, mass grading and/or stormwater earthwork projects do not require a permit from the City. Mass grading and/or stormwater earthworks shall be defined as excavation and filling on the Project on a large scale over a large area to achieve final grades as established by the engineer of record and as approved by SWFWMD. Generating large quantities of soil via deep excavation and temporary stockpiling the material is an approved use. A copy of the SWFWMD permit shall be provided to the City once obtained. For improvement plans, site plans and plats which are included within an approved master plan, the Development Services Director or assignee shall have the option to review, approve and/or comment without going through the PRC process.

The City shall not review or comment on utilities that are not owned or maintained by the City. Dry utilities (i.e. power, phone, fiber, cable, gas, etc.) designs will be provided during the record drawing process. Building elevations are not required for Site Plan approval. Existing zoning, existing future land use, and soils maps will be provided during the master development plan submittal and will not be required to be submitted with each subdivision, Site Plan, amenity, roadway project, or final plat. The aerial and floodplain maps shall be submitted with every project.

2) Plan changes made to the approved Site Plan during construction shall be provided to the Development Services Director to be placed into the file of record. A modification to the permit will not be required, unless required by the Development Services Director.

3) Final Plat. Final plats shall meet all the requirements of F.S. Chapter 177 and shall be so certified by a Professional Surveyor and Mapper. The final plat shall be prepared on mylar using sheet sized 24 inches by 30 inches (24"x30") with a three-inch (3") margin on the left and one-inch (1") margin on the other three sides. Monuments for Permanent Reference Monuments (PRM's), Permanent Control Points (PCP's) and lot or tract corners shall be set in accordance with requirements of F.S. Chapter 177 with rebars and caps being acceptable for PRM's.

The plat shall be reviewed for conformity to F.S. Chapter 177 by a Professional Surveyor and Mapper either employed by the City or under contract to the City, and evidence of such review shall be placed on the plat. Field verification of any points or measurements shown on the plat will not be required for said review.

The following are not required to be submitted with the plat or shown on the plat:

a) Driveway locations;

b) Landscape Plans and Tree Surveys;

c) Building Elevations;

d) Stormwater/Drainage Calculations;

e) Performance Bonds which may be addressed through the required CDD bonds;

f) Maintenance Bonds which may be addressed through the required CDD bonds; and

g) Preliminary Concurrency Determination.

4) The Engineer will provide Engineer's Certification of Completion, Material Testing Reports and Record Drawings to the City for approval. Record drawings will be provided by the Engineer to the City for approval prior to issuance of building permits. Once record drawings have been received or approved by the City, building permits may be issued by Sumter County. Landscaping, screen walls, entry signage, and fencing is not required to be completed to obtain record drawing approval. The record drawings shall include all plan changes during construction and the following certification on the submitted plans from the Engineer including signature and date:

> "I hereby certify that the pavement, curbing, sidewalks, water, sewer, and storm drainage systems have been built in accordance with these "record" drawings. This certification is based on visual inspections. The record drawings are believed to be

correct to the best of the Engineer's knowledge and the accuracy of the information cannot be guaranteed."

Within (ninety) 90 days of approval of the final Record Drawing within a master plan phase by the City, the Engineer will provide Final As-Built plans for the entire master plan phase at one time, Final Clearance of Potable Water, and Sanitary Sewer Systems by FDEP. If applicable, the engineer of record shall provide a letter to the City certifying that the constructed stormwater ponds have adequate volume for the project(s) being certified complete. The Developer shall have perimeter walls and perimeter landscaping substantially complete except for where construction access is required or in areas where the buffer shall be installed with the home. Appropriate digital files of the final As-Builts agreed upon by the parties will be provided to the City.

The water and sewer utility provider will review and sign off on FDEP Clearance forms for submittal. The Engineer will provide the utility provider Record Drawings, passing pressure test results, lift station start up results, Operations and Maintenance manuals, unexpired bacteriological laboratory test results, and the FDEP clearance form signed by all parties with the exception of the water and sewer utility provider. The utility clearance process shall not hold up or delay in any way the Record Drawing approval process. The potable water and sanitary sewer shall be cleared prior to the certification of occupancy of a given home.

5) All structures and site improvements must be permitted by the City pursuant to Site Plans submitted to and approved by the City. The Developer shall install and complete all required site improvements with documentation including record drawings prior to the City issuing a Certificate of Occupancy for any permitted structure. Partial clearance may be obtained when proof is provided to the City that life safety items have been completed for Certificate of Occupancy. Site Plan approval shall be based upon adherence of this Agreement.

a) Easement and/or tract widths for utilities not owned and maintained by the City shall be determined by the utility having ownership and maintenance responsibilities.

b) Stormwater ponds connected to an irrigation pumping/bleed-down system are not required to have six (6) inches of freeboard.

c) If the water and sewer utility system is not owned by the City, utility cost estimates and inspection fees are not required as part of Site Plan approval.

6) Environmental reports are to be submitted only at the time of a comprehensive plan amendment.

7) Stormwater calculations are not required to be approved by the City as long as a SWFWMD permit is obtained. The Developer's engineer shall submit stormwater conveyance system calculations for storm systems to be owned and maintained by the City.

8) The traffic study submitted with the rezoning application shall be sufficient for the duration of the Project.

9) A tree preservation and mitigation plan is not required. However, a note shall be on the plans stating that the landscaping and tree mitigation shall be on an aggregate basis and consistent with historical development within The Villages.

10) Community Development Districts. It is anticipated that the Property will include one or more community development districts (CDD's) created by the City pursuant to Chapter 190, F.S. It is understood and agreed between the Parties that any obligations or requirements placed on Owner may be transferred to one or more CDD's for implementation and operation, pursuant to the authority in Chapter 190.

11) The PRC may approve minor changes to the Design Standards in this Agreement if it determines the changes meet the criteria for variances in Section 3.12 of the LDRs or are appropriate for the waiver process. Such minor changes may be approved by the PRC with no amendment required to this Agreement.

12) Failure of the Agreement to address a particular permit condition, term or restriction shall not relieve VLC of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

13) The Project is exempt from the collection of the Recreation Impact Fee effective October 1, 2019.

14) Only those applications found in **EXHIBIT 9** are required for the Project. These applications are specific to this Agreement.

15) The Developer or Developer's applicant may request an additional PRC meeting be held if ten (10) days' notice is provided to the Development Services Director in which approval of the request should not be unreasonably withheld.

(B) Amendments

Any amendments to this Agreement must follow the same process as adoption of the original agreement and the requirements of the Florida Local Government Development Agreement Act (Sections 163.3220-163.3243, F.S.)

VI. GOVERNING LAWS AND POLICIES. This Agreement establishes the standards that apply to this Project and if there is any conflict between the Agreement and the City of Wildwood Land Development Regulations this Agreement shall prevail. Furthermore, for those provisions not in conflict with this Agreement, the City's LDR's and policies governing the Project at the time of execution of the Development Agreement shall govern the development of land for the duration of this Development Agreement. The local government may apply subsequently adopted laws and policies to the development subject to this Agreement, only if the local government has followed the procedures set forth in 163.3233.

VII. COMPREHENSIVE PLAN. Pursuant to the terms and conditions of this Agreement, the City finds that the development, as proposed in this Agreement, is consistent with its Comprehensive Plan and applicable LDR's. As each Site Plan is submitted the proposed development will be subject to comprehensive plan and land use development review and consistency.

VIII. PERIODIC REVIEW. The City shall review the Property at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, the Agreement may be revoked or modified by the City. Prior to taking such action, the City shall provide Owner with reasonable notice and an opportunity to demonstrate compliance with the Agreement and, in the event of failure to so demonstrate, remedy such noncompliance. Accordingly, if City staff believes Owner is not in compliance, it shall provide written notice and facts upon which the determination was made by either hand delivery to the Owner's office or by certified mail, return receipt requested. Such notice shall allow Owner to demonstrate compliance or seek to correct the non-compliance within forty-five (45) days, unless staff extends the time for good cause. If not resolved between Owner and staff within the deadline, an advertised public hearing shall be held before the City Commission within thirty (30) days or, if not possible, at the next available City Commission meeting after the initial thirty (30) days. At that public hearing, the City Commission shall make a determination of whether Owner is in compliance. If the determination is non-compliance, Owner shall be given a reasonable amount of time to remedy the non-compliance.

IX. DURATION. The duration of this Agreement shall be thirty (30) years but may be extended by mutual consent of the governing body and the Developer, subject to public hearings.

X. BINDING EFFECT. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to all successors in interest to the parties to this Agreement, whether by lease or purchase of a portion of the Property.

XI. GOVERNING LAW. This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against a party to the Agreement.

XII. SEVERABILITY. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XIII. EXHIBITS. Unless otherwise provided in this Agreement, all exhibits are incorporated herein by reference.

XIV. CAPTIONS FOR PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define,

describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

XV. COUNTERPARTS. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same instrument. Execution of this Agreement may be evidenced by transmission of facsimile or electronic pdf copies.

XVI. ASSIGNABILITY. This Agreement may be assigned by the Developer to a third party.

XVII. EFFECTIVE DATE. This Agreement is effective when fully executed by all Parties, a copy is filed with the City Clerk in the Official Records and the FLUM amendment re-designating the Property as ARD goes into effect.

XVIII. TERMINATION. This Agreement shall terminate in thirty (30) years from its effective date, unless extended, or may be terminated by mutual consent of the Parties.

XIX. AMENDMENTS. This Agreement may be extended or amended by mutual consent of the parties so long as the extensions and amendments meet the requirements of Sections 163.3220-163.3243, F. S. All amendments will be adopted as an amended and restated version and when an amendment goes into effect then all prior agreements shall be null and void.

XX. **NO CONSENT OF PROPERTY OWNERS REQUIRED**. For purposes of amending this Agreement, the sole applicant shall be the Villages Land Company, LLC. No other landowners within the Property may seek an amendment to this Agreement and no consent of the other property owners within the Property shall be required.

XXI. FURTHER ASSURANCES. Each of the Parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

XXII. NOTICES. Any notices or reports required by this Agreement shall be sent to the following:

For the City:

City Manager
City Hall
100 North Main Street
Wildwood, Florida 34785
With copy to:

City Attorney

City Hall
100 North Main Street
Wildwood, Florida 34785

For the Owner:

Brian Hudson, Esq.
Corporate Counsel
The Villages Land Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Martin L. Dzuro, Manager
The Villages Land Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

XXIII. PUBLIC HEARINGS. This Agreement was approved by the City Commission after two properly noticed public hearings before the City Commission on_____, 2022 and _____, 2022.

XXIV. ATTORNEYS' FEES. In the event that it becomes necessary for any party to this Agreement to enforce its rights under the terms of this Agreement, then in that event, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, including all trial and appellate litigation.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement as of the date set forth below.

WITNESSES:

_____
(Witness Signature)

_____
(Witness Printed Name)

_____

THE VILLAGES LAND COMPANY, LLC,
a Florida limited liability company

BY: TVL Company, LLC, a Florida limited liability company, its Manager

By: _____
Print Name:_____
Title: Manager

Date: _____

(Witness Signature)

_____
(Witness Printed Name)

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ___ physical presence or ____ on line notarization this ____ day of _____, 2022 by _____ as Manager of TVL Company, LLC, a Florida limited liability company, the Manager of The Villages Land Company, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

_____
Notary Public

_____
Name (typed, printed or stamped)

WILDWOOD CITY COMMISSION

By:_____
ED WOLF, MAYOR

ATTEST:

_____
Date

_____
CASSANDRA SMITH, CLERK
Approved as to Form:

_____
CITY ATTORNEY

LIST OF EXHIBITS

Exhibit 1	Area A Legal Description
Exhibit 2	Land Use Conversion Matrix
Exhibit 3	Area A Location Map
Exhibit 4	Permitted Uses
Exhibit 5	Reserved
Exhibit 6	Kimley-Horn & Associates Traffic Analysis
Exhibit 7	Utility Franchise Agreement
Exhibit 8	General Requirements and Design Criteria
Exhibit 9	VOSO Applications

EXHIBIT 1

AREA A LEGAL DESCRIPTION

VILLAGES OF SOUTHERN OAKS 9TH AMENDMENT
CHAPTER 163 COMPREHENSIVE PLAN
AREA A – AMENDED AND RESTATED

TRACT 1:

THOSE PORTIONS OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17, LYING SOUTH OF STATE ROAD 44; LESS RIGHT-OF-WAY FOR COUNTY ROAD 179;

AND LESS: THE EAST 420.00 FEET THEREOF;

TOGETHER WITH:

BEGIN 33.00 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE SOUTH PARALLEL WITH THE WEST LINE THEREOF 600.83 FEET TO THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1922, PAGE 447, AS RECORDED IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE EAST ALONG THE SOUTH LINE THEREOF AND IT'S EASTERLY EXTENSION 462.68 FEET TO THE WEST LINE OF THAT LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1659, PAGE 202, AS RECORDED IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE SOUTH ALONG SAID WEST LINE FOR 733.89 FEET TO THE SOUTH LINE OF THE SAID NORTHEAST 1/4; THENCE EAST ALONG SAID SOUTH LINE FOR 825.00 FEET TO THE SOUTHEAST CORNER OF THE SAID NORTHEAST 1/4; THENCE NORTH ALONG THE EAST LINE THEREOF 937.50 FEET; ; THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 FOR 420.00 FEET; THENCE NORTH ALONG THE WEST LINE OF THE EAST 420.00 FEET OF THE SAID NORTHEAST 1/4 FOR 397.50 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE WEST ALONG THE SOUTH LINE THEREOF 867.84 FEET TO THE POINT OF BEGINNING.

AND:

TRACT 2:

THAT PORTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, IN SUMTER COUNTY FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16 RUN N00°19'52"E, ALONG THE WEST LINE THEREOF 44.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE, N00°19'52"E, 213.28 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 44; THENCE ALONG SAID RIGHT-OF-WAY, S69°20'43"E, 356.93 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF FLAMINGO BOULEVARD (A/K/A WILLIAMSBURG LANE) AS SHOWN ON THE PLAT OF HEARTY HOST RESORT RECORDED IN PLAT BOOK 3, PAGE 57 IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY AND ALONG SAID WESTERLY RIGHT-OF-WAY, S50°29'07"W, 116.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 283.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 21°21'33", A DISTANCE OF 105.50 FEET TO A POINT THAT IS 200 FEET SOUTHWEST, BY PERPENDICULAR MEASUREMENT, OF SAID SOUTHWESTERLY RIGHT-OF-WAY OF STATE ROAD 44; THENCE DEPARTING SAID WESTERLY RIGHT-OF-

WAY, N69°20'43"W, PARALLEL WITH SAID SOUTHWESTERLY RIGHT-OF-WAY A DISTANCE OF 190.58 FEET TO THE POINT OF BEGINNING.

AND:

TRACT 3:

THE NORTH 811.80 FEET OF THE EAST 1716.00 FEET OF THE NORTH 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF THE EAST 858.00 FEET OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA LYING NORTH OF COUNTY ROAD 181, LESS THE NORTH 811.80 FEET THEREOF.

AND:

THAT PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. LYING NORTH AND EAST OF FLORIDA'S TURNPIKE. LESS RIGHT OF WAY FOR COUNTY ROAD 181.

AND:

TRACT 4:

THAT PORTION OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGIN AT THE EAST 1/4 SECTION CORNER OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, THENCE RUN S89°49'48”W ALONG THE SOUTH LINE OF THE NE 1/4 A DISTANCE OF 825.00 FEET, THENCE N0°01'08”W FOR 733.89 FEET; THENCE S89°47'45”W ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1922, PAGE 447 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA FOR 462.68 FEET; THENCE N0°01'08”W 600.83 FEET ALONG THE WEST LINE THEREOF AND ITS NORTHERLY EXTENSION TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NE 1/4; THENCE S89°47'45”W, ALONG SAID LINE 66.00 FEET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3027, PAGE 664, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE S0°01'08”E. ALONG SAID EXTENSION AND EAST LINE 630.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE S89°47'45”W ALONG THE SOUTH LINE OF SAID LANDS AND ITS WESTERLY EXTENSION FOR 627.34 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SW 1/4 OF THE NE 1/4; THENCE S0°01'41”E, 704.32 FEET TO THE NORTH LINE OF THE SE 1/4; THENCE S89°49'28”W ALONG SAID NORTH LINE 660.24 FEET TO THE NORTHWEST CORNER OF THE SE 1/4 OF SAID SECTION 17; THENCE ALONG THE WEST LINE THEREOF, S0°02'15”E, 2649.36 FEET TO THE SOUTHWEST CORNER OF SAID SE1/4; THENCE N89°55'38”E, 2619.98 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 2648.05 FEET TO THE POINT OF BEGINNING.

AND:

TRACT 5:

TRACT D, HEARTY HOST LAKE RESORT AS RECORDED IN PLAT BOOK 3, PAGES 57 AND 57A OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LESS AND EXCEPT A 50.00 FOOT BY 100.00 FOOT STRIP ABUTTING THE SOUTH LINE OF LOT 20, BLOCK B OF SAID PLAT.

AND LESS AND EXCEPT ANY PORTIONS THEREOF, LYING WITHIN THE CITY OF WILDWOOD LIFT STATION PROPERTIES (LIFT STATION NO. 1 AND LIFT STATION NO. 2) AS DESCRIBED IN WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 1077, PAGE 151 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

SAID PROPERTIES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(LIFT STATION NO.1)

COMMENCE AT THE SOUTHWEST CORNER OF TRACT D, HEARTY HOST LAKE RESORT, AS RECORDED IN PLAT BOOK 3, PAGES 57 AND 57A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N89°38'01”E, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID TRACT D, A DISTANCE OF 158.08 FEET; TO THE POINT OF BEGINNING, SAID POINT BEING 1.0 FEET OUTSIDE OF A 4-FOOT TALL FIELD FENCE SURROUNDING LIFT STATION SITE AND IMPROVEMENTS; THENCE N09°29'23”W, PARALLEL TO SAID FENCE A DISTANCE OF 27.69 FEET; THENCE CONTINUE PARALLEL TO AND 1.0 FEET OUTSIDE OF THE PERIMETER FENCE THE FOLLOWING COURSES AND DISTANCES: N77°35'26”E, A DISTANCE OF 48.35 FEET; S21°59'07”E, A DISTANCE OF 49.47 FEET; S81°26'05”W, A DISTANCE OF 59.00 FEET; THENCE N09°29'23”W, A DISTANCE OF 17.20 FEET TO THE POINT OF BEGINNING.

AND:

(LIFT STATION NO. 2)

COMMENCE AT THE MOST WESTERLY CORNER OF LOT 13, BLOCK B, OF HEARTY HOST LAKE RESORT, AS RECORDED IN PLAT BOOK 3, PAGES 57 AND 57A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE S53°17'26'W, ALONG A SOUTHWESTERLY PROJECTION OF THE NORTHWESTERLY BOUNDARY OF SAID LOT 13, A DISTANCE OF 8.51 FEET TO THE POINT OF BEGINNING, SAID POINT BEING 1.0 FEET OUTSIDE OF A 6-FOOT TALL PRIVACY FENCE SURROUNDING LIFT STATION SITE AND IMPROVEMENTS; THENCE S35°18'00”E, PARALLEL TO SAID FENCE A DISTANCE OF 5.78 FEET; THENCE CONTINUE PARALLEL TO AND 1.0 FEET OUTSIDE OF THE PERIMETER FENCE THE FOLLOWING COURSES AND DISTANCES; S55°05'17”W, A DISTANCE OF 18.33 FEET; N34°23'34”W, A DISTANCE OF 13.88 FEET; N53°11'59”E, A DISTANCE OF 18.11 FEET; THENCE S35°18'00”E, A DISTANCE OF 8.69 FEET TO THE POINT OF BEGINNING.

AND:

TRACT 6:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY; LESS THE NORTH 400.00 FEET THEREOF;

AND:

THAT PART OF THE EAST 1/2 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH AND EAST OF FLORIDA'S TURNPIKE, LESS AND EXCEPT LOTS 7, 8 AND 9, BLOCK R, WILDWOOD RANCH, A SUBDIVISION AS PER PLAT THEREOF FILED IN PLAT BOOK 3, PAGES 29A AND 29B, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; ALSO LESS AND EXCEPT THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, LYING NORTH AND EAST OF SAID FLORIDA'S TURNPIKE.

AND:

THAT PORTION OF THE NORTH 3/4 OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING WESTERLY OF LAKE OKAHUMPKA.

AND:

THE SOUTH 1/2 OF THE SOUTH 1/2 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING SOUTH OF LAKE OKAHUMPKA, LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND

TRACT 7:

THAT LAND LYING IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 20, BEING THE POINT OF COMMENCEMENT, RUN ALONG THE EAST LINE THEREOF THE FOLLOWING TWO COURSES: N00°07'23"E, 46.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°07'23"E, 1,871.16 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF FLORIDA'S TURNPIKE; THENCE DEPARTING SAID EAST LINE AND ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY THE FOLLOWING TWO COURSES: N42°56'27"W, 3,013.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 5,579.58 FEET; THENCE NORTHWESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 07°56'12", A DISTANCE OF 772.89 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY AND ALONG SAID EAST LINE, S00°09'41"W, 661.41 FEET TO THE NORTH LINE OF SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID EAST LINE AND ALONG SAID NORTH LINE, N89°53'07"W, 1,322.23 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE DEPARTING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4, S00°10'33"W, 654.20 FEET TO THE NORTHERLY RIGHT-OF-WAY OF LOIS AVENUE, AS SHOWN ON WILDWOOD RANCH, AS RECORDED IN PLAT BOOK 3, PAGES 29A THROUGH 29B, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE FOLLOWING COURSES AS SHOWN ON SAID PLAT: THENCE DEPARTING SAID WEST LINE AND ALONG SAID NORTHERLY RIGHT-OF-WAY, S89°39'15"E, 353.50 FEET TO THE NORTHERLY EXTENSION OF THE EASTERLY RIGHT-OF-WAY OF LEE STREET; THENCE DEPARTING SAID RIGHT-OF-WAY, S00°21'17"W, ALONG THE EASTERLY RIGHT-OF-WAY OF LEE STREET

AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 178.54 FEET TO THE SOUTHWEST CORNER OF LOT 2, BLOCK P; THENCE DEPARTING THE EASTERLY RIGHT-OF-WAY OF LEE STREET AND ALONG THE BOUNDARY OF SAID LOT 2 THE FOLLOWING COURSES: S89°39'16"E, 580.03 FEET; THENCE N00°21'57"E, 178.54 FEET TO THE NORTHERLY RIGHT-OF-WAY OF LOIS AVENUE; THENCE DEPARTING THE BOUNDARY OF SAID LOT 2 AND ALONG SAID NORTHERLY RIGHT-OF-WAY, S89°39'16"E, 515.91 FEET TO THE NORTHERLY EXTENSION OF THE WESTERLY BOUNDARY OF LOT 13, BLOCK N; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, S00°22'04"W, ALONG SAID NORTHERLY EXTENSION AND WESTERLY BOUNDARY A DISTANCE OF 666.78 FEET TO THE NORTHEAST CORNER OF LOT 3, BLOCK N; THENCE ALONG THE BOUNDARY OF LOTS 3 AND 4, BLOCK N, THE FOLLOWING COURSES: N89°39'51"W, 155.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE S00°22'04"W, 611.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE S89°35'38"E, 310.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE N00°22'04"E, 612.15 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE DEPARTING THE BOUNDARY OF SAID LOTS 3 AND 4, ALONG THE SOUTHERLY BOUNDARY OF LOTS 9 THROUGH 12, BLOCK N, AND THE EASTERLY EXTENSION THEREOF, S89°39'51"E, 689.50 FEET TO THE EASTERLY RIGHT-OF-WAY OF JUANITA STREET; THENCE DEPARTING SAID EASTERLY EXTENSION AND ALONG SAID EASTERLY RIGHT-OF-WAY, S00°19'38"W, 662.84 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF LOT 4, BLOCK M; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY AND ALONG SAID NORTHERLY BOUNDARY, S89°37'33"E, 345.89 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, S00°05'42"W, 661.44 FEET TO THE SOUTHWEST CORNER THEREOF AND THE NORTHEAST CORNER OF LOT 20, BLOCK H; THENCE DEPARTING SAID WEST LINE AND ALONG THE NORTHERLY BOUNDARY OF SAID LOT 20, N89°41'39"W, 643.47 FEET TO THE EASTERLY RIGHT-OF-WAY OF WILDWOOD STREET; THENCE DEPARTING SAID NORTHERLY BOUNDARY AND ALONG SAID EASTERLY RIGHT-OF-WAY, S00°21'08"W, 1,310.74 FEET TO THE SOUTHWEST CORNER OF LOT 13, BLOCK H; THENCE ALONG THE SOUTHERLY BOUNDARY OF LOTS 13 AND 30, BLOCK H, S89°38'50"E, 1,260.27 FEET TO THE SOUTHEAST CORNER OF SAID LOT 30 AND THE WESTERLY RIGHT-OF-WAY OF MEDINA STREET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY AND ALONG SAID RIGHT-OF-WAY, N00°21'42"E, 35.24 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 13, BLOCK G; THENCE DEPARTING SAID RIGHT-OF-WAY AND ALONG SAID WESTERLY EXTENSION AND THE SOUTH BOUNDARY OF SAID LOT 13, BLOCK G, S89°35'54"E, 699.28 FEET TO THE POINT OF BEGINNING.

AND:

TRACT 8:

THAT LAND LYING IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 29, BEING THE POINT OF COMMENCEMENT, RUN ALONG THE EAST LINE THEREOF THE FOLLOWING TWO COURSES: S00°19'55"W, 448.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°19'55"W, 2,210.14 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 29; THENCE ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 29, S00°20'02"W, 2,516.37 FEET TO THE NORTHERLY RIGHT-OF-WAY OF C-468; THENCE

DEPARTING SAID EAST LINE AND ALONG SAID RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2791, PAGE 736 AND OFFICIAL RECORDS BOOK 871, PAGE 387, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, THE FOLLOWING COURSES: N89°43'13"W, 115.87 FEET; THENCE S88°50'55"W, 747.68 FEET; THENCE N89°09'24"W, 209.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 5,794.58 FEET; THENCE WESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 02°29'41", A DISTANCE OF 252.30 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4; THENCE DEPARTING SAID RIGHT-OF-WAY AND ALONG SAID EAST LINE, N00°29'26"E, 1,377.15 FEET TO THE SOUTHEAST CORNER OF LOT 13, BLOCK F, AS SHOWN ON WILDWOOD RANCH, AS RECORDED IN PLAT BOOK 3, PAGES 29A THROUGH 29B, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE FOLLOWING COURSES AS SHOWN ON SAID PLAT: N89°38'52"W, ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 13 A DISTANCE OF 639.93 FEET TO THE EASTERLY RIGHT-OF-WAY OF WILDWOOD STREET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, N00°21'01"E, 3,501.12 FEET TO THE NORTHWESTERLY CORNER OF LOT 10, BLOCK H; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, S89°39'22"E, ALONG THE NORTHERLY BOUNDARY OF LOT 10, BLOCK H AND LOT 33, BLOCK H, A DISTANCE OF 1,260.08 FEET TO THE WESTERLY RIGHT-OF-WAY OF MEDINA STREET; THENCE DEPARTING SAID NORTHERLY BOUNDARY AND ALONG SAID WESTERLY RIGHT-OF-WAY, S00°21'42"W, 130.36 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 9, BLOCK G; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, S89°37'28"E, ALONG SAID WESTERLY EXTENSION AND THE NORTHERLY BOUNDARY OF SAID LOT 9, 699.71 FEET TO THE POINT OF BEGINNING.

AND:

TRACT 9:

ALL OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE; AND LESS RIGHT-OF-WAY FOR COUNTY ROAD 468.

AND:

TRACT 10:

THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY FLORIDA.

AND:

THE SOUTH 1/2 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAYS FOR FLORIDA'S TURNPIKE AND COUNTY ROAD 468 AND LESS ANY PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK1077, PAGE 294, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND:

TRACT 11:

THE NORTH 3/4 OF THE EAST 1/2 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS RIGHT-OF-WAY FOR COUNTY ROAD 501 AND LESS RIGHT-OF-WAY FOR COUNTY ROAD 468;

AND:

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA AND THE NORTH 30.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; LESS THAT PORTION OF THE EAST 35.75 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING SOUTH OF THE NORTH 208.71 FEET THEREOF, ALSO LESS RIGHT-OF-WAY FOR COUNTY ROAD 501.

AND:

TRACT 12:

ALL OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE, AND LESS RIGHT OF WAY FOR COUNTY ROAD 468 AND LESS RIGHT-OF-WAY FOR COUNTY ROAD 501. LESS THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 LYING SOUTH OF FLORIDA'S TURNPIKE.

AND:

TRACT 13A:

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

FROM THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 23, RUN N89°40'42"W, ALONG THE SOUTH LINE THEREOF A DISTANCE OF 997.25 FEET TO A POINT ON THE EAST LINE OF THE WEST 1000 FEET OF THE EAST 3/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE DEPARTING SAID SOUTH LINE, N00°16'48"E, 139.00 FEET TO THE POINT OF BEGINNING; THENCE N89°40'42"W, PARALLEL WITH SAID SOUTH LINE, 1,000.00 FEET; THENCE DEPARTING SAID PARALLEL LINE, N00°16'48"E, 517.16 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF STATE ROAD NO. 44 AND A POINT ON THE ARC OF A CURVE, SAID ARC HAVING A RADIUS OF 2423.83 FEET, CONCAVE TO THE NORTH AND WHOSE RADIUS POINT BEARS NORTH 06°19'58" EAST; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES: 1) THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°48'25" AN ARC DISTANCE OF 626.40 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 81°31'33" EAST, A DISTANCE OF 547.46 FEET; 3) THENCE RUN SOUTH 08°28'27" EAST, A DISTANCE OF 183.21 FEET; 4) THENCE RUN SOUTH 66°38'54" EAST, A DISTANCE OF 90.62 FEET; 5) THENCE RUN SOUTH 58°22'24" EAST, A DISTANCE OF 173.88 FEET; 6) THENCE RUN NORTH 66°50'21" EAST, A DISTANCE OF 256.38 FEET; 7) THENCE RUN NORTH 08°28'27" WEST, A DISTANCE OF 278.00 FEET; 8) THENCE RUN NORTH 81°31'33" EAST, A DISTANCE OF 723.51 FEET TO A POINT OF CURVATURE OF A 2732.78 FOOT RADIUS CURVE CONCAVE TO THE SOUTH; 9) THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°48'56" AN ARC DISTANCE OF 468.17 FEET; 10) THENCE RUN SOUTH 18°37'48" WEST, A DISTANCE OF 135.19 FEET; 11) THENCE RUN SOUTH 62°40'42"

EAST, A DISTANCE OF 301.86 FEET TO A POINT ON THE FORMER WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 468 AND A POINT ON THE NORTHWESTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1766, PAGE 516 AND RE-RECORDED IN OFFICIAL RECORDS BOOK 1784, PAGE 619, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA); THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN ALONG THE NORTHWESTERLY LINE OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 1766, PAGE 516 AND OFFICIAL RECORDS BOOK 1784, PAGE 619 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN NORTH 59°14'07" EAST, A DISTANCE OF 50.74 FEET; 2) THENCE RUN NORTH 18°40'04" EAST, A DISTANCE OF 190.28 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 44; THENCE DEPARTING SAID NORTHWESTERLY LINE, RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 81°01'49" EAST, A DISTANCE OF 137.94 FEET; 2) THENCE RUN NORTH 77°18'48" EAST, A DISTANCE OF 88.06 FEET; 3) THENCE RUN SOUTH 81°01'49" EAST, A DISTANCE OF 31.32 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 468; THENCE S25°48'03"E, 121.61 FEET MORE OR LESS TO THE EASTERLY BOUNDARY OF PARCEL G AS DESCRIBED IN OFFICIAL RECORDS BOOK 3361, PAGE 402, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY THEREOF THE FOLLOWING THREE COURSES; THENCE S29°25'38"W, 419.26 FEET; THENCE S60°34'22"E, 12.00 FEET; THENCE S29°25'38"W, 966.13 FEET TO A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3438, PAGE 127, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND A POINT ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 605.30 FEET AND A CHORD BEARING AND DISTANCE OF N50°56'19"W, 159.95 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY AND ALONG SAID BOUNDARY THE FOLLOWING COURSES: NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°11'07", A DISTANCE OF 160.42 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 416.45 FEET AND A CHORD BEARING AND DISTANCE OF N25°26'24"W, 116.71 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°06'37", A DISTANCE OF 117.10 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 330.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°31'46", A DISTANCE OF 210.99 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 572.69 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°24'59", A DISTANCE OF 144.10 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 944.63 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°18'46", A DISTANCE OF 203.00 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 223.89 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°52'15", A DISTANCE OF 112.82 FEET; THENCE N27°00'57"W, 67.60 FEET; THENCE N21°19'28"W, 145.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 280.00 FEET; THENCE NORTHERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 12°52'52", A DISTANCE OF 62.95 FEET; THENCE N08°26'35"W, 45.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET; THENCE S81°33'25"W, 232.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND

HAVING A RADIUS OF 220.00 FEET; THENCE WESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 13°38'27", A DISTANCE OF 52.38 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 280.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°44'27", A DISTANCE OF 23.17 FEET; THENCE S72°39'24"W, 191.71 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 288.13 FEET AND A CHORD BEARING AND DISTANCE OF S89°39'01"W, 169.66 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°14'40", A DISTANCE OF 172.21 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 90.83 FEET AND A CHORD BEARING AND DISTANCE OF S79°46'29"W, 101.16 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 67°40'40", A DISTANCE OF 107.29 FEET; THENCE S40°18'40"W, 316.94 FEET TO THE POINT OF BEGINNING.

AND:

TRACT 13B:

A PORTION OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A RAILROAD SPIKE (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE RUN SOUTH 89°32'28" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 1666.68 FEET TO A POINT ON THE EAST LINE OF THE WEST 1000 FEET OF THE EAST 3/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°11'52" EAST, A DISTANCE OF 12.60 FEET TO A 5/8" IRON ROD AND CAP (STAMPED PLS 2673) AND A POINT ON THE NORTH LINE OF UNIT 2 OF CONTINENTAL CAMPER RESORTS, INC. AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGES 52 THROUGH 52H, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°58'28" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 914.12 FEET TO A 5/8" IRON ROD AND CAP (STAMPED PLS 2673) AND A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 468 (A 130.00 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE DEPARTING SAID NORTH LINE, RUN NORTH 18°39'57" EAST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 222.92 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 70°07'08" WEST, A DISTANCE OF 279.72 FEET; THENCE RUN NORTH 53°55'59" WEST, A DISTANCE OF 173.89 FEET; THENCE RUN NORTH 53°34'31" EAST, A DISTANCE OF 241.78 FEET; THENCE RUN NORTH 11°03'18" WEST, A DISTANCE OF 257.34 FEET; THENCE RUN NORTH 45°33'02" EAST, A DISTANCE OF 20.69 FEET; THENCE RUN NORTH 73°23'56" EAST, A DISTANCE OF 35.92 FEET; THENCE RUN NORTH 73°20'46" EAST, A DISTANCE OF 269.93 FEET; THENCE RUN SOUTH 05°34'11" EAST, A DISTANCE OF 339.58 FEET; THENCE RUN SOUTH 06°31'03" WEST, A DISTANCE OF 173.40 FEET TO A POINT ON THE AFORESAID NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 468; THENCE RUN SOUTH 18°39'57" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 195.79 FEET TO THE POINT OF BEGINNING.

AND

TRACT 13C:

A PORTION OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A RAILROAD SPIKE (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE RUN SOUTH 89°32'28" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 1666.68 FEET TO A POINT ON THE EAST LINE OF THE WEST 1000 FEET OF THE EAST 3/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°11'52" EAST ALONG SAID EAST LINE, A DISTANCE OF 12.60 FEET TO A 5/8" IRON ROD AND CAP (STAMPED PLS 2673) AND A POINT ON THE NORTH LINE OF UNIT 2 OF CONTINENTAL CAMPER RESORTS, INC. AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGES 52 THROUGH 52H, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°58'28" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 307.45 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 02°12'21" WEST, A DISTANCE OF 83.53 FEET; THENCE RUN NORTH 74°17'14" EAST, A DISTANCE OF 9.30 FEET; THENCE RUN NORTH 58°47'30" EAST, A DISTANCE OF 38.88 FEET; THENCE RUN NORTH 37°35'18" EAST, A DISTANCE OF 34.84 FEET; THENCE RUN NORTH 21°04'32" WEST, A DISTANCE OF 56.05 FEET; THENCE RUN NORTH 70°48'08" WEST, A DISTANCE OF 44.60 FEET; THENCE RUN SOUTH 72°47'47" WEST, A DISTANCE OF 34.12 FEET; THENCE RUN NORTH 56°59'10" WEST, A DISTANCE OF 91.41 FEET; THENCE RUN NORTH 15°45'28" EAST, A DISTANCE OF 72.90 FEET; THENCE RUN NORTH 01°01'48" EAST, A DISTANCE OF 26.06 FEET; THENCE RUN SOUTH 87°07'30" WEST, A DISTANCE OF 7.87 FEET, THENCE RUN NORTH 06°53'54" EAST, A DISTANCE OF 21.12 FEET; THENCE RUN NORTH 34°55'43" EAST, A DISTANCE OF 39.35 FEET; THENCE RUN NORTH 49°26'51" EAST, A DISTANCE OF 73.44 FEET; THENCE RUN NORTH 63°33'41" EAST, A DISTANCE OF 37.47 FEET; THENCE RUN NORTH 47°56'38" EAST, A DISTANCE OF 42.38 FEET; THENCE RUN NORTH 39°17'51" EAST, A DISTANCE OF 23.67 FEET; THENCE RUN SOUTH 52°41'41" EAST, A DISTANCE OF 26.37 FEET; THENCE RUN SOUTH 60°21'28" EAST, A DISTANCE OF 13.40 FEET; THENCE RUN SOUTH 18°06'12" EAST, A DISTANCE OF 32.70 FEET; THENCE RUN SOUTH 59°36'55" EAST, A DISTANCE OF 55.66 FEET; THENCE RUN NORTH 81°43'00" EAST, A DISTANCE OF 52.63 FEET; THENCE RUN SOUTH 49°25'02" EAST, A DISTANCE OF 32.51 FEET; THENCE RUN SOUTH 60°20'24" EAST, A DISTANCE OF 41.47 FEET; THENCE RUN SOUTH 78°56'47" EAST, A DISTANCE OF 57.68 FEET; THENCE RUN SOUTH 53°55'59" EAST, A DISTANCE OF 114.77 FEET; THENCE RUN SOUTH 70°07'08" EAST, A DISTANCE OF 279.72 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 468 (A 130.00 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE RUN SOUTH 18°39'57" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 45.08 FEET; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 82°37'28" WEST, A DISTANCE OF 40.69 FEET; THENCE RUN NORTH 85°48'06" WEST, A DISTANCE OF 10.48 FEET; THENCE RUN NORTH 62°09'24" WEST, A DISTANCE OF 38.81 FEET; THENCE RUN NORTH 65°03'49" WEST, A DISTANCE OF 37.01 FEET; THENCE RUN NORTH 81°36'47" WEST, A DISTANCE OF 42.91 FEET; THENCE RUN SOUTH 11°30'36" WEST, A DISTANCE OF 10.49 FEET; THENCE RUN SOUTH 84°00'50" WEST, A DISTANCE OF 34.92 FEET; THENCE RUN SOUTH 74°20'43" WEST, A DISTANCE OF 42.59 FEET; THENCE RUN SOUTH 75°39'30" WEST, A DISTANCE OF 38.43 FEET; THENCE RUN SOUTH 85°32'14" WEST, A DISTANCE OF 36.25 FEET; THENCE RUN SOUTH 75°55'40" WEST, A DISTANCE OF 30.73 FEET; THENCE RUN SOUTH 63°06'53" WEST, A DISTANCE OF 53.78 FEET; THENCE RUN SOUTH 26°58'44" WEST, A DISTANCE OF 37.58 FEET; THENCE RUN

SOUTH 19°22'35" WEST, A DISTANCE OF 47.72 FEET; THENCE RUN SOUTH 12°37'06" WEST, A DISTANCE OF 57.19 FEET TO A POINT ON THE AFORESAID NORTH LINE OF UNIT 2 OF CONTINENTAL CAMPER RESORTS, INC.; THENCE RUN NORTH 89°58'28" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 228.11 FEET TO THE POINT OF BEGINNING.

AND

TRACT 14:

THAT PORTION OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING EAST OF COUNTY ROAD C-468 AND SOUTH OF STATE ROAD 44.

AND:

THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD NO. 44.

AND:

ALL OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE NORTH 1/2 OF THE NORTHEAST 1/4 AND LESS THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION.

AND:

THAT PORTION OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING EASTERLY AND SOUTHERLY OF COUNTY ROAD C-468, LESS THOSE LANDS VESTED IN GRACE TABERNACLE OF WORSHIP, INC. ALSO BEING DESCRIBED AS:

THE EAST 436.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, LYING SOUTH OF COUNTY ROAD C-468

AND:

THOSE PORTIONS OF SECTIONS 35 AND 36, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH OF FLORIDA'S TURNPIKE.

AND:

THOSE PORTIONS OF SECTIONS 1 AND 2, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH OF FLORIDA'S TURNPIKE.

LESS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 23 EAST IN SUMTER COUNTY, FLORIDA; THENCE RUN S00°40'20”W, ALONG THE EAST BOUNDARY OF SAID SECTION 1, A DISTANCE OF 1740.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°40'20”W, ALONG SAID EAST BOUNDARY OF SECTION 1, A DISTANCE OF 1057.86 FEET TO THE EAST ¼ CORNER OF SAID SECTION 1; THENCE S00°44'45”W, ALONG SAID EAST BOUNDARY OF SECTION 1, A DISTANCE OF 2487.49 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE, AS RECORDED ON

FLORIDA STATE TURNPIKE AUTHORITY RIGHT OF WAY MAP PROJECT NO. 2, SECTION 14; THENCE RUN ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) N42°21'30”W, A DISTANCE OF 505.19 FEET TO A CURVE THAT IS CONCAVE TO THE SOUTHWEST; (2) THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 1498.35 FEET (SAID CURVE HAVING A RADIUS OF 5879.58 FEET, A CENTRAL ANGLE OF 14°36'04” AND A CHORD BEARING AND DISTANCE OF N49°46'20”W, 1494.30 FEET); (3) THENCE N57°03'06”W, A DISTANCE OF 287.77 FEET TO A POINT ON THE WEST LINE OF A 100 FOOT FLORIDA POWER EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1758, PAGE 342, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N02°21'09”W, ALONG SAID WEST EASEMENT LINE, A DISTANCE OF 337.71 FEET; THENCE N00°39'29”E, ALONG SAID WEST EASEMENT LINE, A DISTANCE OF 1724.92 FEET; THENCE S89°36'07”E, A DISTANCE OF 1733.89 FEET RETURNING TO THE POINT OF BEGINNING.

AND:

TRACT 15:

THAT PORTION OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 23 EAST, LYING SOUTH OF THE TURNPIKE, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 23 EAST, LYING SOUTH OF THE TURNPIKE, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 23 EAST, LYING SOUTH OF THE TURNPIKE, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THAT PART OF THE WEST 1/2 LYING SOUTH AND WEST OF COUNTY ROAD CR-501.

AND LESS:

THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2150, PAGE 462, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND THAT PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 497, PAGE 736, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING EAST OF THE EASTERLY RIGHT-OF-WAY FOR COUNTY ROAD CR-501; ALL LYING IN SECTION 3, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 3 RUN S33°52'42"E, 202.27 FEET (THE WEST BOUNDARY OF SAID SOUTHWEST 1/4 HAVING A BEARING OF S00°08'13"E); THENCE N66°56'13"E, 149.48 FEET TO THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD CR-501 AND THE POINT OF BEGINNING; THENCE CONTINUE N66°56'13"E, 415.12 FEET; THENCE S23°03'47"E, 396.69 FEET; THENCE S66°56'13"W, 414.82 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY OF COUNTY ROAD CR-501 AND A POINT ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,920.00

FEET AND A CHORD BEARING AND DISTANCE OF N23°06'23"W, 396.69 FEET; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY, THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°47'23", A DISTANCE OF 397.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THE EAST 1/2 OF THE EAST 1/2 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THAT PART OF THE WEST 1/2 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH AND EAST OF COUNTY ROAD CR-501.

TOGETHER WITH:

ALL OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS COUNTY ROAD CR-470 RIGHT-OF-WAY.

TOGETHER WITH:

ALL OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS COUNTY ROAD CR-470 RIGHT-OF-WAY AND LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE..

AND:

TRACT 16:

A PORTION OF LAND LYING IN SECTION 31, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SECTION 6, TOWNSHIP 20 SOUTH, RANGE 23 EAST, AND SECTION 1, TOWNSHIP 20 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE RUN SOUTH 89°42'48" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1329.49 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°22'44" WEST, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1993.38 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°45'13" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 665.79 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°20'56" WEST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 664.30 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°46'01" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 361.14; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 30°52'18" WEST, 601.81 FEET, MORE OR LESS, TO THE POINT OF INTERSECTION OF THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6, AND THE THREAD (CENTERLINE) OF SHADY BROOK; THENCE RUN SOUTHWESTERLY ALONG SAID THREAD (CENTERLINE) OF SHADY BROOK THE FOLLOWING TWENTY (20) COURSES AND DISTANCES: 1) THENCE RUN SOUTH

30°39'11" WEST, A DISTANCE OF 206.13 FEET; 2) THENCE RUN SOUTH 36°48'33" WEST, A DISTANCE OF 143.00 FEET; 3) THENCE RUN SOUTH 34°04'51" WEST, A DISTANCE OF 43.09 FEET; 4) THENCE RUN SOUTH 63°06'48" WEST, A DISTANCE OF 108.78 FEET; 5) THENCE RUN SOUTH 72°59'03" WEST, A DISTANCE OF 51.27 FEET; 6) THENCE RUN SOUTH 80°53'56" WEST, A DISTANCE OF 47.52 FEET; 7) THENCE RUN SOUTH 86°58'55" WEST, A DISTANCE OF 99.28 FEET; 8) THENCE RUN SOUTH 63°14'45" WEST, A DISTANCE OF 238.03 FEET; 9) THENCE RUN SOUTH 64°37'12" WEST, A DISTANCE OF 183.19 FEET; 10) THENCE RUN SOUTH 54°17'50" WEST, A DISTANCE OF 178.15 FEET; 11) THENCE RUN SOUTH 36°57'57" WEST, A DISTANCE OF 104.22 FEET; 12) THENCE RUN SOUTH 64°03'19" WEST, A DISTANCE OF 91.46 FEET; 13) THENCE RUN SOUTH 79°02'43" WEST, A DISTANCE OF 121.33 FEET; 13) THENCE RUN SOUTH 49°27'14" WEST, A DISTANCE OF 52.20 FEET; 14) THENCE RUN SOUTH 34°24'56" WEST, A DISTANCE OF 39.92 FEET; 15) THENCE RUN SOUTH 59°44'16" WEST, A DISTANCE OF 154.04 FEET; 16) THENCE RUN SOUTH 30°49'44" WEST, A DISTANCE OF 144.25 FEET; 17) THENCE RUN NORTH 87°27'56" WEST, A DISTANCE OF 58.62 FEET; 18) THENCE RUN SOUTH 85°40'21" WEST, A DISTANCE OF 48.94 FEET; 19) THENCE RUN SOUTH 18°42'44" EAST, A DISTANCE OF 63.68 FEET; 20) THENCE RUN SOUTH 14°30'36" WEST, A DISTANCE OF 130.54 FEET; THENCE DEPARTING SAID THREAD (CENTERLINE) OF SHADY BROOK, RUN NORTH 83°38'24" WEST, A DISTANCE OF 421.03 FEET, MORE OR LESS; THENCE RUN SOUTH 82°17'56" WEST, A DISTANCE OF 330.46 FEET; THENCE RUN NORTH 32°32'27" WEST, A DISTANCE OF 828.14 FEET; THENCE RUN NORTH 54°21'38" EAST, A DISTANCE OF 318.72 FEET; THENCE RUN NORTH 31°28'06" EAST, A DISTANCE OF 320.37 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE RUN SOUTH 89°46'19" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 1114.38 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°25'16" EAST, ALONG THE EAST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 664.79 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE RUN NORTH 00°26'21" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2659.09 FEET TO THE POINT OF BEGINNING.

AND:

TRACT 17:

THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH AND WEST OF FLORIDA'S TURNPIKE.

AND:

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH AND WEST OF FLORIDA'S TURNPIKE; AND LYING EAST OF THE RIGHT-OF-WAY FOR U.S. HIGHWAY 301.

AND:

THAT PORTION OF THE NORTH 3/4 OF THE EAST 1/2 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING EAST OF THE RIGHT-OF-WAY FOR U.S. HIGHWAY 301; LESS ANY PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1093, PAGE 201, PUBLIC RECORDS OF

SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; RUN SOUTH 1320.00 FEET; EAST 90 FEET; NORTHEASTERLY 644.11 FEET, NORTHEASTERLY 729.29 FEET;WEST 419.17 FEET TO THE POINT OF BEGINNING.

AND:

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTHWESTERLY OF FLORIDA'S TURNPIKE.

LESS:

ANY PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 80, PAGE 329, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE S89°54'08"E, ALONG THE NORTH LINE THEREOF, 338.16 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF FLORIDA'S TURNPIKE; THENCE DEPARTING SAID NORTH LINE AND ALONG SAID RIGHT-OF-WAY, S56°58'48"E, 258.62 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, S33°01'12"W, 200.00 FEET; THENCE N56°58'48"W, 532.03 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE ALONG SAID WEST LINE, N00°13'51"E, 19.28 FEET TO THE POINT OF BEGINNING.

AND TOGETHER WITH:

THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND

<u>TRACT 18:</u>

PARCEL 1:

THE WEST 434 FEET OF THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, LYING NORTH OF THE SUNSHINE PARKWAY IN SUMTER COUNTY, FLORIDA; TOGETHER WITH A PROPER 50 FOOT ROAD EASEMENT OVER AND ACROSS THAT PART OF SAID PROPERTY LYING IMMEDIATELY NORTHERLY OF AND PARALLEL TO THE SUNSHINE PARKWAY, NOT INCLUDING THE 50 FOOT RIGHT OF WAY EASEMENT FOR COUNTY ROAD #181. ALSO DESCRIBED AS: THE WEST 434 FEET OF LOT 10, BLOCK Q, WILDWOOD RANCH, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 29A AND 29B, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION DESCRIBED IN O.R. BOOK 360, PAGE 785, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA

PARCEL 2:

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4, RUN NORTH 89°43'27" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4, A DISTANCE OF 434.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND. FROM SAID POINT OF BEGINNING, CONTINUE NORTH 89°43'27" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 676 FEET, TO A POINT THAT IS SOUTH 89°43'27" WEST AND 200.0 FEET FROM THE NORTHEAST CORNER OF THE AFORESAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 09°32'27" WEST, 672.47 FEET; THENCE SOUTH 74°24'25" WEST, 440.63 FEET, TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF THE SUNSHINE STATE PARKWAY, SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 5879.58 FEET; THENCE FROM A RADIAL BEARING OF SOUTH 43°43'40" WEST, RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°49'27" AN ARC DISTANCE OF 187.20 FEET, TO A POINT THAT IS 434.00 FEET EASTERLY OF THE WEST LINE OF THE AFORESAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE NORTH 00°14'50" WEST, PARALLEL WITH SAID WEST LINE, A DISTANCE OF 651.13 FEET, TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

LESS AND EXCEPT, COUNTY ROAD 181, A 50 FEET WIDE RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 360, PAGE 785, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

PARCEL 3:

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, AND RUN SOUTH 00°16'31' EAST, ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 1333.54 FEET, TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4, THENCE SOUTH 89°44'04" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4, A DISTANCE OF 211.12 FEET TO THE EASTERLY RIGHT OF WAY OF THE SUNSHINE PARKWAY; THENCE NORTH 43°18'54" WEST, ALONG SAID EASTERLY RIGHT OF WAY 462.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 5879.58 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND EASTERLY RIGHT OF WAY THROUGH A CENTRAL ANGLE OF 2°57'26" A DISTANCE OF 303.46 FEET, TO A POINT ON SAID CURVE; THENCE LEAVING SAID EASTERLY RIGHT OF WAY, RUN NORTH 74°24'25" EAST, 440.63 FEET; THENCE NORTH 09°32'27" EAST, 672.47 FEET TO THE NORTH LINE OF AFORESAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE NORTH 89°43'27" EAST ALONG SAID NORTH LINE 200.00 FEET TO THE POINT OF BEGINNING AND END OF THIS DESCRIPTION.

AND

LOT 7, BLOCK R, WILDWOOD RANCH, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 29, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND

<u>TRACT 19:</u>

VILLAGES OF SOUTHERN OAKS 9TH AMENDMENT
CHAPTER 163 COMPREHENSIVE PLAN
AREA A – AMENDED AND RESTATED

PARCEL 1:

THE SE 1/4 OF THE NW 1/4 OF THE NE 1/4 AND THE WEST 1/2 OF THE NW 1/4 OF THE NE 1/4 AND THE N 3/4 OF THE SW 1/4 OF THE NE 1/4 AND THE NW 1/4 OF THE SE 1/4, ALL LYING AND BEING IN SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT OF WAY OF COUNTY ROAD NO. 501 ACROSS THE WEST SIDE THEREOF.

AND LESS AND EXCEPT THE SOUTH 2/3 OF THE NORTH 3/4 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND LESS AND EXCEPT THAT PORTION DESCRIBED IN WARRANTY DEED RECORDED IN O.R. BOOK 504, PAGE 89, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 405 FEET OF THE NW 1/4 OF THE SE 1/4 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT OF WAY OF COUNTY ROAD NO. 501 ACROSS THE WEST SIDE THEREOF.

AND LESS AND EXCEPT THAT PORTION DESCRIBED IN WARRANTY DEED RECORDED IN O.R. BOOK 719, PAGE 747, PUBLIC RECORDS OF SUMTER COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 270.00 FEET OF THE NORTH 675.00 FEET OF THE WEST 885.00 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA LESS THE WEST 80.00 FEET THEREOF FOR COUNTY ROAD 501 AS DEPICTED ON THE RIGHT OF WAY MAP FOR THE BOARD OF COMMISSIONERS OF SUMTER COUNTY, FLORIDA, PREPARED BY MOOREHEAD ENGINEERING COMPANY, FILE NUMBER 93-151, DATED 01/12/94 SHEETS 1 THROUGH 9.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, THENCE S 00°18'50" E., ALONG THE WESTERLY LINE OF THE SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, A DISTANCE OF 405.00 FEET TO THE SOUTHWEST CORNER OF THE NORTH 405.00 FEET OF THE SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10; THENCE DEPARTING THE SAID WESTERLY LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, N 89°57'50" E., ALONG THE SOUTHERLY LINE OF THE SAID NORTH 405.00 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, A DISTANCE OF 80.00 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NUMBER 501, SAID INTERSECTION BEING THE POINT OF BEGINNING; THENCE CONTINUE N. 89°57'50" E. ALONG SAID LINE A DISTANCE OF 806.67 FEET; THENCE DEPARTING SAID LINE, S. 00°15'50" E., PARALLEL WITH THE SAID WESTERLY LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, A DISTANCE OF 270.00 FEET; THENCE S. 89°57'50" W., PARALLEL WITH THE SAID SOUTHERLY LINE OF NORTH 405.00 FEET TO THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, A DISTANCE OF 806.67 FEET TO AN INTERSECTION WITH THE SAID EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NUMBER 501; THENCE N. 00°18'50" W., ALONG THE SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 270.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THE SW 1/4 OF THE SE 1/4, LESS ROAD RIGHT OF WAY, SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA

PARCEL 3:

THE SOUTH 2/3 OF THE NORTH 3/4 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT OF WAY OF COUNTY ROAD NO. 501 ACROSS THE WEST SIDE THEREOF.

AND;

TRACT 20:

A PORTION OF THE NORTH 500.00 FEET OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2044, PAGE 465, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA. SAID LANDS BEING A PORTION OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 1; THENCE RUN SOUTH 00°40'20" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 1740.01 FEET TO THE NORTHEAST CORNER OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2044, PAGE 465 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°40'20" WEST, ALONG SAID EAST LINE, A DISTANCE OF 500.01 FEET TO A POINT ON A LINE LYING 500.00 FEET SOUTH OF AND PARALLEL TO, THE NORTH LINE OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2044, PAGE 465; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°36'07" WEST, ALONG SAID SOUTH PARALLEL LINE, A DISTANCE OF 1255.06 FEET TO A POINT ON THE EAST LINE OF A 170.00 FOOT WIDE EASEMENT PER OFFICIAL RECORDS BOOK 86, PAGE 486, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH PARALLEL LINE, RUN NORTH 00°27'55" EAST, ALONG SAID EAST EASEMENT LINE, A DISTANCE OF 500.00 FEET TO A POINT ON THE NORTH LINE OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2044, PAGE 465, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID EAST EASEMENT LINE, RUN SOUTH 89°36'07" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1256.87 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE WEST 50.00 FEET THEREOF.

TRACT 21:

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4018, PAGE 314 AND ALL OF THOSE LANDS REFERRED TO AS "LIFT STATION NO. 1" AS RECORDED IN OFFICIAL RECORDS BOOK 1077, PAGE 151 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA. SAID LANDS LYING IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE RUN SOUTH 0°44'24" WEST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 24.35 FEET TO THE SOUTHWEST CORNER OF TRACT "D", HEARTY HOST LAKE RESORT, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 57 AND 57-A OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°55'06" EAST, ALONG THE SOUTH LINE OF SAID TRACT "D", A DISTANCE OF 163.72 FEET TO A POINT ON THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS 1077, PAGE 151; THENCE DEPARTING SAID SOUTH LINE, RUN ALONG THE WEST, NORTH AND EAST LINES OF SAID LANDS THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) THENCE RUN NORTH 9°05'03" WEST, A DISTANCE OF 27.93 FEET; 2) THENCE RUN NORTH 77°59'46" EAST, A DISTANCE OF 48.35 FEET; 3) THENCE RUN SOUTH 21°34'47" EAST, A DISTANCE OF 40.38 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF TRACT "D"; THENCE DEPARTING THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1077, PAGE 151, RUN ALONG THE SOUTH AND EAST LINES OF SAID TRACT "D" THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1) THENCE RUN NORTH 89°55'06" EAST, A DISTANCE OF 173.01 FEET; 2) THENCE RUN NORTH 0°13'25" EAST, A DISTANCE OF 50.00 FEET; 3) THENCE RUN SOUTH 89°55'06" WEST, A DISTANCE OF 100.00 FEET; 4) THENCE RUN NORTH 0°13'25" EAST, A DISTANCE OF 699.83 FEET; 5) THENCE RUN NORTH 89°58'47" EAST, A DISTANCE OF 250.00 FEET; 6) THENCE RUN NORTH 0°17'06" EAST, A DISTANCE OF 402.13 FEET TO A POINT ON THE SOUTH LINE OF LOT 1, WILDWOOD COUNTRY RESORT, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 33 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING THE EAST LINE OF SAID TRACT "D", RUN NORTH 89°58'47" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 106.77 FEET TO A POINT ON THE WEST LINE OF HERITAGE WOOD 'N LAKES ESTATES, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 61 AND 61A OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE, RUN ALONG SAID WEST LINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 0°28'59" WEST, A DISTANCE OF 290.15 FEET; 2) THENCE RUN NORTH 89°39'23" EAST, A DISTANCE OF 25.00 FEET; 3) THENCE RUN SOUTH 0°30'05" WEST, A DISTANCE OF 144.10 FEET; 4) THENCE RUN SOUTH 8°47'05" WEST, A DISTANCE OF 50.64 FEET TO A POINT ON A 29.98 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 29°04'37" EAST AND A CHORD LENGTH OF 52.48 FEET; 5) THENCE RUN SOUTHEASTERLY AND SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 122°09'08", AN ARC DISTANCE OF 63.91 FEET TO A POINT OF REVERSE CURVATURE OF A 330.13 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 16°13'38" WEST AND A CHORD LENGTH OF 179.46 FEET; 6) THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°32'37", AN ARC DISTANCE OF 181.75 FEET TO A POINT OF TANGENCY; 7) THENCE RUN SOUTH 0°27'20" WEST, A DISTANCE OF 435.82 FEET TO THE SOUTHWEST CORNER OF SAID HERITAGE WOOD 'N LAKES ESTATES; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°53'04" EAST, ALONG THE SOUTH LINE OF SAID HERITAGE WOOD 'N LAKES ESTATES, A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF LOT 63, BLOCK "C" OF SAID HERITAGE WOOD 'N LAKES ESTATES; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 0°27'20" WEST, A DISTANCE OF 152.15 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF BUENA VISTA BOULEVARD, A PROPOSED 120.0 FOOT RIGHT-OF-WAY, SAID POINT BEING ON A 535.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 31°44'26" WEST AND A CHORD LENGTH OF 279.78 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE AND

SAID NORTHWESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 30°18'55", AN ARC DISTANCE OF 283.07 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 400.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 89°59'33" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 558.07 FEET TO A POINT ON THE AFORESAID WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°44'24" EAST, ALONG SAID WEST LINE, A DISTANCE OF 375.69 FEET TO THE POINT OF BEGINNING.

TRACT 22:

PARCEL 1:

TRACT A OF HEARTY HOST LAKE RESORT UNIT 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 62 AND 62A, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA:

LESS AND EXCEPT:

ANY PORTION LYING WITH VILLAGES OF SOUTHERN OAKS MEGGISON ROAD CORRIDOR, RECORDED IN PLAT BOOK 19, PAGE 31, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND

PARCEL 2:

THAT PORTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA LYING WITHIN THE FOLLOWING LANDS:

LYING SOUTH OF STATE ROAD NO. 44

LYING EASTERLY AND NORTHEASTERLY OF WILLIAMSBURG LANE (ALSO KNOWN AS FLAMINGO BOULEVARD, PER HEARTY HOST LAKE RESORT, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 57, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA)

LYING NORTH OF SPRINGFIELD WAY (ALSO KNOWN AS BLUEGILL STREET PER HEARTY HOST LAKE RESORT, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 57, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 1, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 40, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 63 AND 63A, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA)

LYING NORTH OF LOT 1, BLOCK A, OF WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 63 AND 63A, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

LESS AND EXCEPT:

LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2932, PAGE 793, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA

ALSO LESS AND EXCEPT:

LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2759, PAGE 168, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA

ALSO LESS AND EXCEPT:

LANDS DESCRIBED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 4204, PAGE 293, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

LANDS DESCRIBED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 4204, PAGE 304, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

LANDS DESCRIBED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 4204, PAGE 327, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

TOGETHER WITH:

THAT PORTION OF FLAMINGO BOULEVARD, NOW KNOWN AS WILLIAMSBURG LANE, AS SET FORTH ON THAT CERTAIN PLAT OF HEARTY HOST LAKE RESORT, RECORDED IN PLAT BOOK 3, PAGE 57, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND DESCRIBED AS WILLIAMSBURG LANE, AS SET FORTH IN THAT CERTAIN PLAT OF HEARTY HOST LAKE RESORT UNIT 2, RECORDED IN PLAT BOOK 4, PAGE 62, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING NORTH OF A NORTHEASTERLY RADIAL EXTENSION OF THE SOUTHEASTERLY LINE OF LOT 2, BLOCK A, OF SAID HEARTY HOST LAKE RESORT UNIT 2, AND LYING SOUTH OF STATE ROAD 44.

AND

PARCEL 3:

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, LYING SOUTH OF STATE ROAD 44, AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 LYING NORTH AND WEST OF THE SUBMERGED LANDS OF LAKE OKAHUMPKA, LESS ROAD-RIGHT-OF WAY, ALL IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

LESS AND EXCEPT:

LANDS DESCRIBED IN CORRECTIVE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1882, PAGE 793, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

ALL OF WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 1, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 40, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

ALL OF WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 63, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

ALL OF HERITAGE WOOD 'N LAKES ESTATES, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 61, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

LANDS DESCRIBED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 4204, PAGE 267, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

LANDS DESCRIBED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 4204, PAGE 378, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

LESS AND EXCEPT:

LANDS DESCRIBED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 4102, PAGE 475, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

TRACT 23:

A PORTION OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE RUN SOUTH 89°32'28" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 1666.68 FEET TO A POINT ON THE EAST LINE OF THE WEST 1000 FEET OF THE EAST 3/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°11'52" EAST, ALONG SAID EAST LINE, A DISTANCE OF 2650.01 FEET TO THE SOUTHEAST CORNER OF THE WEST 1000 FEET OF THE EAST 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE DEPARTING SAID EAST LINE, RUN NORTH 0°16'48" EAST, ALONG THE EAST LINE OF THE WEST 1000 FEET OF THE EAST 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 139.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 139 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE DEPARTING SAID EAST LINE, RUN NORTH 40°18'40" EAST, A DISTANCE OF 316.94 FEET TO A POINT ON A 90.83 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 79°46'29" EAST AND A CHORD LENGTH OF 101.16 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67°40'40", AN ARC DISTANCE OF 107.29 FEET TO A POINT ON A 288.13 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 85°46'37" EAST AND A CHORD LENGTH OF 125.21 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°05'55", AN ARC DISTANCE OF 126.22 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE ALONG SAID 288.13 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°13'47" EAST AND A CHORD LENGTH OF 44.65 FEET, EASTERLY, THROUGH A CENTRAL ANGLE OF 08°53'18", AN ARC DISTANCE OF 44.70 FEET TO A POINT OF NON-

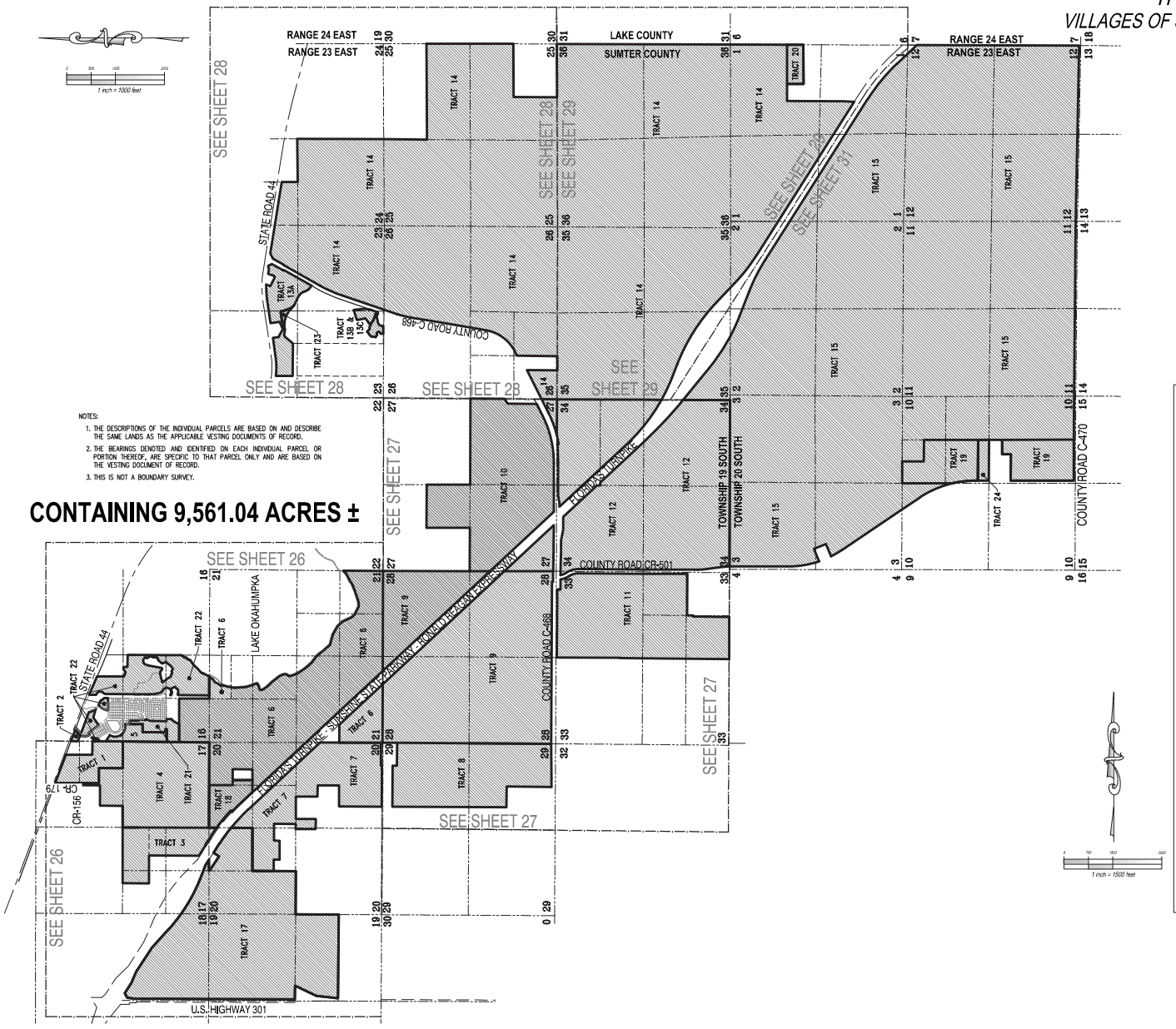
TANGENCY; THENCE RUN NORTH 72°39'24" EAST, A DISTANCE OF 193.01 FEET TO A POINT OF CURVATURE OF A 280.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 70°17'11" EAST AND A CHORD LENGTH OF 23.16 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°44'27", AN ARC DISTANCE OF 23.17 FEET TO A POINT OF REVERSE CURVATURE OF A 220.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°44'11" EAST AND A CHORD LENGTH OF 52.25 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°38'27", AN ARC DISTANCE OF 52.38 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 81°33'25" EAST, A DISTANCE OF 232.81 FEET TO A POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 53°26'35" EAST AND A CHORD LENGTH OF 35.36 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 8°26'35" EAST, A DISTANCE OF 45.35 FEET TO A POINT OF CURVATURE OF A 280.00 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 14°53'02" EAST AND A CHORD LENGTH OF 62.82 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°52'52", AN ARC DISTANCE OF 62.95 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 21°19'28" EAST, A DISTANCE OF 145.92 FEET; THENCE RUN SOUTH 27°00'57" EAST, A DISTANCE OF 67.60 FEET TO A POINT ON A 223.89 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41°34'57" EAST AND A CHORD LENGTH OF 111.63 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°52'15", AN ARC DISTANCE OF 112.82 FEET TO A POINT ON A 944.63 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 51°08'42" WEST AND A CHORD LENGTH OF 160.48 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°44'43", AN ARC DISTANCE OF 160.67 FEET TO A POINT OF REVERSE CURVATURE OF A 700.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 72°22'24" WEST AND A CHORD LENGTH OF 615.93 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 52°12'06", AN ARC DISTANCE OF 637.76 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 81°31'33" WEST, A DISTANCE OF 26.36 FEET TO A POINT OF CURVATURE OF A 280.90 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°39'26" WEST AND A CHORD LENGTH OF 1.29 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°15'46", AN ARC DISTANCE OF 1.29 FEET TO THE POINT OF BEGINNING.

TRACT 24:

THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE WEST 80 FEET THEREOF FOR ROAD RIGHT-OF-WAY.

SKETCH OF DESCRIPTION
-FOR-
THE VILLAGES LAND COMPANY, LLC
VILLAGES OF SOUTHERN OAKS 9TH AMENDMENT - CHAPTER 163

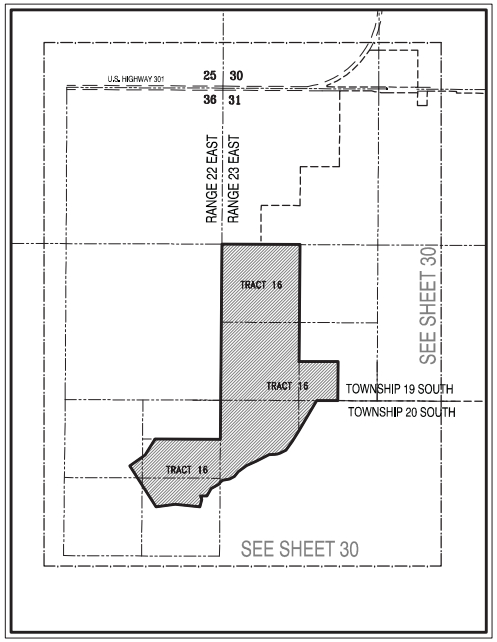
AREA A - AMENDED AND RESTATED
TOWNSHIP 20 SOUTH, RANGE 22 EAST
TOWNSHIP 19 SOUTH, RANGE 23 EAST
TOWNSHIP 20 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA



NOTES:

1. THE DESCRIPTIONS OF THE INDIVIDUAL PARCELS ARE BASED ON AND DESCRIBE THE SAME LANDS AS THE APPLICABLE VESTING DOCUMENTS OF RECORD.
2. THE BEARINGS DENOTED AND IDENTIFIED ON EACH INDIVIDUAL PARCEL OR PORTION THEREOF, ARE SPECIFIC TO THAT PARCEL ONLY AND ARE BASED ON THE VESTING DOCUMENT OF RECORD.
3. THIS IS NOT A BOUNDARY SURVEY.

CONTAINING 9,561.04 ACRES ±



JEREMY D. HALLICK, FLORIDA LICENSED SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6715

CFB SURVEYING & MAPPING
1000 SOUTH HIGHWAY 441
THE VILLAGES, FLORIDA 32159
(352) 753-2126 FAX (352) 753-1315
CFB@CFBSURVEYING.COM

REVISIONS	DATE
REVISED PER FDOT REVIEW - DMS	03/17/2022
REVISED TRACT 24 & ADDED TRACT 33 & 1.08 AC. - DMS	04/13/2022

CLIENT: THE VILLAGES LAND COMPANY, LLC
PROJECT: VOSO 9TH AMENDMENT - CHAPTER 163
DRAWING DATE: 07/26/2021
DRAWN BY: DMS
CHECKED BY: JHB

VOSO 9TH AMENDMENT - CHAPTER 163
AREA A - AMENDED AND RESTATED
TOWNSHIP 20 SOUTH, RANGE 22 EAST
TOWNSHIP 19 SOUTH, RANGE 23 EAST
TOWNSHIP 20 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA

SKETCH OF DESCRIPTION
FOR
THE VILLAGES LAND COMPANY, LLC

SHEET 24 OF 36

RANCH, AS RECORDED IN PLAT BOOK 3, PAGES 29A THROUGH 29B, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE FOLLOWING COURSES AS SHOWN ON SAID PLAT: THENCE DEPARTING SAID WEST LINE AND ALONG SAID NORTHERLY RIGHT-OF-WAY, S89°39'15"E, 353.50 FEET TO THE NORTHERLY EXTENSION OF THE EASTERLY RIGHT-OF-WAY OF LEE STREET; THENCE DEPARTING SAID RIGHT-OF-WAY, S00°21'17"W, ALONG THE EASTERLY RIGHT-OF-WAY OF LEE STREET AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 178.54 FEET TO THE SOUTHWEST CORNER OF LOT 2, BLOCK P; THENCE DEPARTING THE EASTERLY RIGHT-OF-WAY OF LEE STREET AND ALONG THE BOUNDARY OF SAID LOT 2 THE FOLLOWING COURSES: S89°39'16"E, 580.03 FEET; THENCE N00°21'57"E, 178.54 FEET TO THE NORTHERLY RIGHT-OF-WAY OF LOIS AVENUE; THENCE DEPARTING THE BOUNDARY OF SAID LOT 2 AND ALONG SAID NORTHERLY RIGHT-OF-WAY, S89°39'16"E, 515.91 FEET TO THE NORTHERLY EXTENSION OF THE WESTERLY BOUNDARY OF LOT 13, BLOCK N; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, S00°22'04"W, ALONG SAID NORTHERLY EXTENSION AND WESTERLY BOUNDARY A DISTANCE OF 666.78 FEET TO THE NORTHEAST CORNER OF LOT 3, BLOCK N; THENCE ALONG THE BOUNDARY OF LOTS 3 AND 4, BLOCK N, THE FOLLOWING COURSES: N89°39'51"W, 155.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE S00°22'04"W, 611.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE S89°35'38"E, 310.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE N00°22'04"E, 612.15 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE DEPARTING THE BOUNDARY OF SAID LOTS 3 AND 4, ALONG THE SOUTHERLY BOUNDARY OF LOTS 9 THROUGH 12, BLOCK N, AND THE EASTERLY EXTENSION THEREOF, S89°39'51"E, 689.50 FEET TO THE EASTERLY RIGHT-OF-WAY OF JUANITA STREET; THENCE DEPARTING SAID EASTERLY EXTENSION AND ALONG SAID EASTERLY RIGHT-OF-WAY, S00°19'38"W, 662.84 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF LOT 4, BLOCK M; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY AND ALONG SAID NORTHERLY BOUNDARY, S89°37'33"E, 345.89 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, S00°05'42"W, 661.44 FEET TO THE SOUTHWEST CORNER THEREOF AND THE NORTHEAST CORNER OF LOT 20, BLOCK H; THENCE DEPARTING SAID WEST LINE AND ALONG THE NORTHERLY BOUNDARY OF SAID LOT 20, N89°41'39"W, 643.47 FEET TO THE EASTERLY RIGHT-OF-WAY OF WILDWOOD STREET; THENCE DEPARTING SAID NORTHERLY BOUNDARY AND ALONG SAID EASTERLY RIGHT-OF-WAY, S00°21'08"W, 1,310.74 FEET TO THE SOUTHWEST CORNER OF LOT 13, BLOCK H; THENCE ALONG THE SOUTHERLY BOUNDARY OF LOTS 13 AND 30, BLOCK H, S89°38'50"E, 1,260.27 FEET TO THE SOUTHEAST CORNER OF SAID LOT 30 AND THE WESTERLY RIGHT-OF-WAY OF MEDINA STREET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY AND ALONG SAID RIGHT-OF-WAY, N00°21'42"E, 35.24 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 13, BLOCK G; THENCE DEPARTING SAID RIGHT-OF-WAY AND ALONG SAID WESTERLY EXTENSION AND THE SOUTH BOUNDARY OF SAID LOT 13, BLOCK G, S89°35'54"E, 699.28 FEET TO THE POINT OF BEGINNING.

AND:

TRACT 8
THAT LAND LYING IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 29, BEING THE POINT OF COMMENCEMENT, RUN ALONG THE EAST LINE THEREOF THE FOLLOWING TWO COURSES: S00°19'55"W, 448.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°19'55"W, 2,210.14 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 29; THENCE ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 29, S00°20'02"W, 2,516.37 FEET TO THE NORTHERLY RIGHT-OF-WAY OF C-468; THENCE DEPARTING SAID EAST LINE AND ALONG SAID RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2791, PAGE 736 AND OFFICIAL RECORDS BOOK 871, PAGE 387, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, THE FOLLOWING COURSES: N89°43'13"W, 115.87 FEET; THENCE S88°50'55"W, 747.68 FEET; THENCE N89°09'24"W, 209.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 5,794.58 FEET; THENCE WESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 02°29'41", A DISTANCE OF 252.30 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4; THENCE DEPARTING SAID RIGHT-OF-WAY AND ALONG SAID EAST LINE, N00°29'26"E, 1,377.15 FEET TO THE SOUTHEAST CORNER OF LOT 13, BLOCK F, AS SHOWN ON WILDWOOD RANCH, AS RECORDED IN PLAT BOOK 3, PAGES 29A THROUGH 29B, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE FOLLOWING COURSES AS SHOWN ON SAID PLAT: N89°38'52"W, ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 13 A DISTANCE OF 639.93 FEET TO THE EASTERLY RIGHT-OF-WAY OF WILDWOOD STREET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, N00°21'01"E, 3,501.12 FEET TO THE NORTHWESTERLY CORNER OF LOT 10, BLOCK H; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, S89°39'22"E, ALONG THE NORTHERLY BOUNDARY OF LOT 10, BLOCK H AND LOT 33, BLOCK H, A DISTANCE OF 1,260.08 FEET TO THE WESTERLY RIGHT-OF-WAY OF MEDINA STREET; THENCE DEPARTING SAID NORTHERLY BOUNDARY AND ALONG SAID WESTERLY RIGHT-OF-WAY, S00°21'42"W, 130.36 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 9, BLOCK G; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, S89°37'28"E, ALONG SAID WESTERLY EXTENSION AND THE NORTHERLY BOUNDARY OF SAID LOT 9, 699.71 FEET TO THE POINT OF BEGINNING.

AND:

TRACT 9
ALL OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE; AND LESS RIGHT-OF-WAY FOR COUNTY ROAD 468.

AND:

TRACT 10
THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY FLORIDA.
AND:
THE SOUTH 1/2 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAYS FOR FLORIDA'S TURNPIKE AND COUNTY ROAD 468 AND LESS ANY PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK1077, PAGE 294, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND:

TRACT 11
THE NORTH 3/4 OF THE EAST 1/2 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS RIGHT-OF-WAY FOR COUNTY ROAD 501 AND LESS RIGHT-OF-WAY FOR COUNTY ROAD 468;
AND:
THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA AND THE NORTH 30.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; LESS THAT PORTION OF THE EAST 35.75 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING SOUTH OF THE NORTH 208.71 FEET THEREOF, ALSO LESS RIGHT-OF-WAY FOR COUNTY ROAD 501.

AND:

TRACT 12
ALL OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE, AND LESS RIGHT OF WAY FOR COUNTY ROAD 468 AND LESS RIGHT-OF-WAY FOR COUNTY ROAD 501. LESS THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 LYING SOUTH OF FLORIDA'S TURNPIKE.

AND:

TRACT 13A
THAT PORTION OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 23, RUN N89°40'42"W, ALONG THE SOUTH LINE THEREOF A DISTANCE OF 997.25 FEET TO A POINT ON THE EAST LINE OF THE WEST 1000 FEET OF THE EAST 3/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE DEPARTING SAID SOUTH LINE, N00°16'48"E, 139.00 FEET TO THE POINT OF BEGINNING; THENCE N89°40'42"W, PARALLEL WITH SAID SOUTH LINE, 1,000.00 FEET; THENCE DEPARTING SAID PARALLEL LINE, N00°16'48"E, 517.16 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF STATE ROAD NO. 44 AND A POINT ON THE ARC OF A CURVE, SAID ARC HAVING A RADIUS OF 2423.83 FEET, CONCAVE TO THE NORTH AND WHOSE RADIUS POINT BEARS NORTH 06°19'58" EAST; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES: 1) THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°48'25" AN ARC DISTANCE OF 626.40 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 81°31'33" EAST, A DISTANCE OF 547.46 FEET; 3) THENCE RUN SOUTH 08°28'27" EAST, A DISTANCE OF 183.21 FEET; 4) THENCE RUN SOUTH 66°38'54" EAST, A DISTANCE OF 90.62 FEET; 5) THENCE RUN SOUTH 58°22'24" EAST, A DISTANCE OF 173.88 FEET; 6) THENCE RUN NORTH 66°50'21" EAST, A DISTANCE OF 256.38 FEET; 7) THENCE RUN NORTH 08°28'27" WEST, A DISTANCE OF 278.00 FEET; 8) THENCE RUN NORTH 81°31'33" EAST, A DISTANCE OF 723.51 FEET TO A POINT OF CURVATURE OF A 2732.78 FOOT RADIUS CURVE CONCAVE TO THE SOUTH; 9) THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°48'56" AN ARC DISTANCE OF 468.17 FEET; 10) THENCE RUN SOUTH 18°37'48" WEST, A DISTANCE OF 135.19 FEET; 11) THENCE RUN SOUTH 62°40'42" EAST, A DISTANCE OF 301.86 FEET TO A POINT ON THE FORMER WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 468 AND A POINT ON THE NORTHWESTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1766, PAGE 516 AND RE-RECORDED IN OFFICIAL RECORDS BOOK 1784, PAGE 619, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA); THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN ALONG THE NORTHWESTERLY LINE OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 1766, PAGE 516 AND OFFICIAL RECORDS BOOK 1784, PAGE 619 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN NORTH 59°14'07" EAST, A DISTANCE OF 50.74 FEET; 2) THENCE RUN NORTH 18°40'04" EAST, A DISTANCE OF 190.28 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 44; THENCE DEPARTING SAID NORTHWESTERLY LINE, RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 81°01'49" EAST, A DISTANCE OF 137.94 FEET; 2) THENCE RUN NORTH 77°18'48" EAST, A DISTANCE OF 88.06 FEET; 3) THENCE RUN SOUTH 81°01'49" EAST, A DISTANCE OF 31.32 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 468; THENCE S25°48'03"E, 121.61 FEET MORE OR LESS TO THE EASTERLY BOUNDARY OF PARCEL G AS DESCRIBED IN OFFICIAL RECORDS BOOK 3361, PAGE 402, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY THEREOF THE FOLLOWING THREE COURSES; THENCE S29°25'38"W, 419.26 FEET; THENCE S60°34'22"E, 12.00 FEET; THENCE S29°25'38"W, 966.13 FEET TO A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3438, PAGE 127, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND A POINT ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 605.30 FEET AND A CHORD BEARING AND DISTANCE OF N50°56'19"W, 159.95 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY AND ALONG SAID BOUNDARY THE FOLLOWING COURSES: NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°11'07", A DISTANCE OF 160.42 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 416.45 FEET AND A CHORD BEARING AND DISTANCE OF N25°26'24"W, 116.71 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°06'37", A DISTANCE OF 117.10 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 330.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°31'46", A DISTANCE OF 210.99 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 572.69 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°24'59", A DISTANCE OF 144.10 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 944.63 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°18'46", A DISTANCE OF 203.00 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 223.89 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°52'15", A DISTANCE OF 112.82 FEET; THENCE N27°00'57"W, 67.60 FEET; THENCE N21°19'28"W, 145.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 280.00 FEET; THENCE NORTHERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 12°52'52", A DISTANCE OF 62.95 FEET; THENCE N08°26'35"W, 45.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET; THENCE S81°33'25"W, 232.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 220.00 FEET; THENCE WESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 13°38'27", A DISTANCE OF 52.38 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 280.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°44'27", A DISTANCE OF 23.17 FEET; THENCE S72°39'24"W, 191.71 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 288.13 FEET AND A CHORD BEARING AND DISTANCE OF S89°39'01"W, 169.66 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°14'40", A DISTANCE OF 172.21 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 90.83 FEET AND A CHORD BEARING AND DISTANCE OF S79°46'29"W, 101.16 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 67°40'40", A DISTANCE OF 107.29 FEET; THENCE S40°18'40"W, 316.94 FEET TO THE POINT OF BEGINNING.

AND:

TRACT 13B
A PORTION OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 3:
THE SOUTH 2/3 OF THE NORTH 3/4 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT OF WAY OF COUNTY ROAD NO. 501 ACROSS THE WEST SIDE THEREOF.

TRACT 24:
THE SOUTH 1/2 OF THE SOUTH 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE WEST 80 FEET THEREOF FOR ROAD RIGHT-OF-WAY.

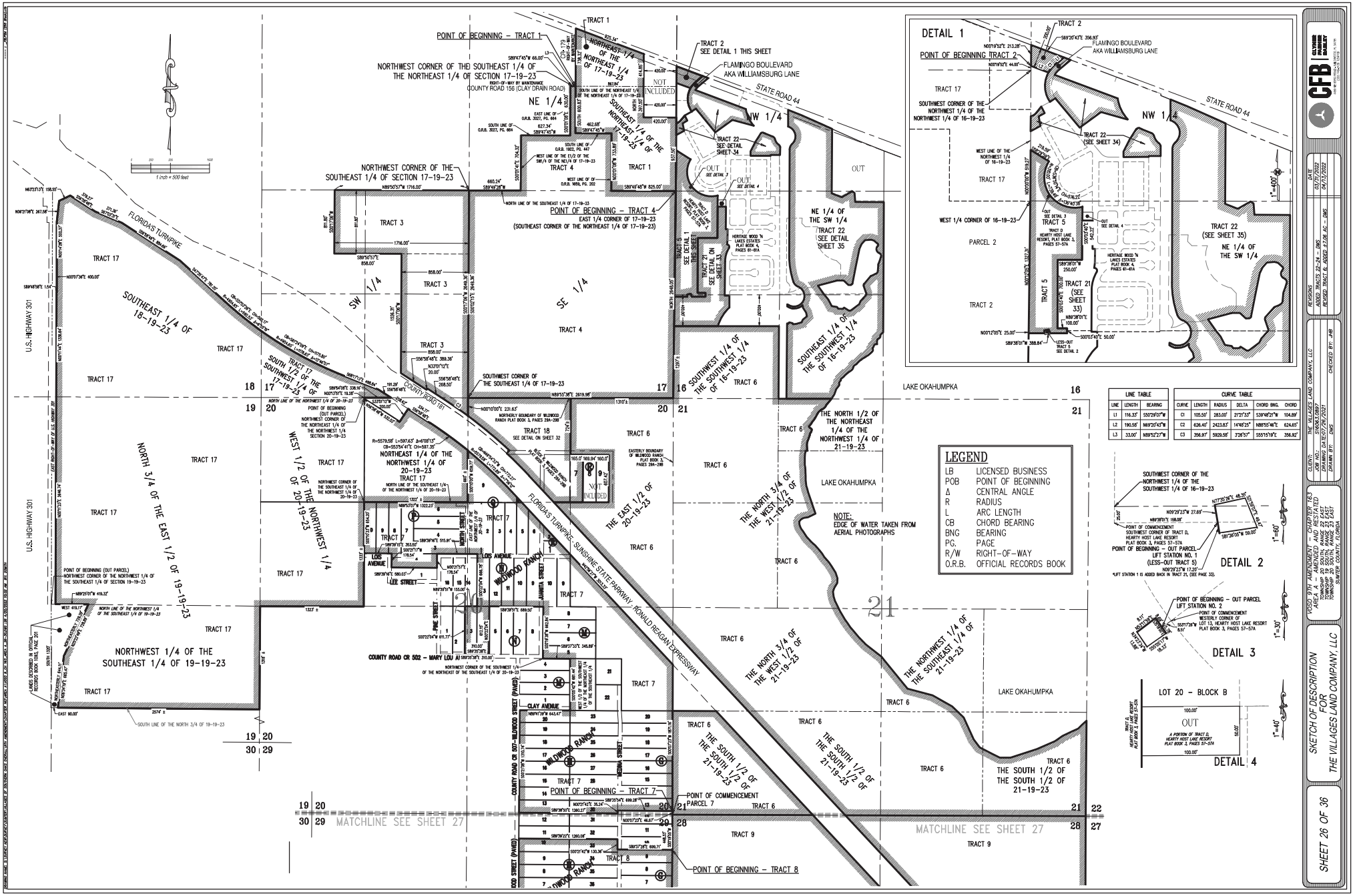
SKETCH OF DESCRIPTION FOR THE VILLAGES LAND COMPANY, LLC

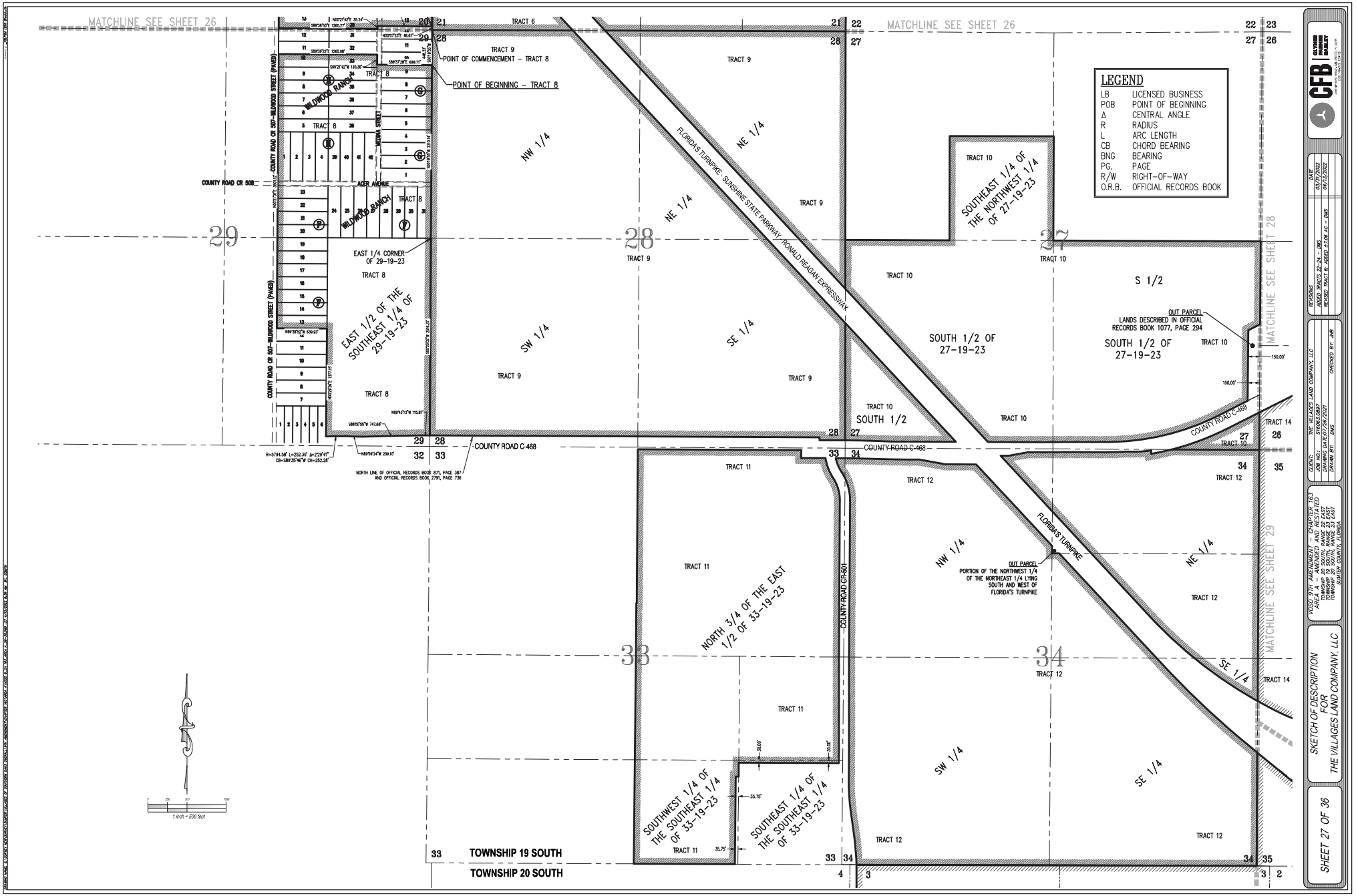
VOSO 9TH AMENDMENT - CHAPTER 163 AREA A - AMENDED AND RESTATED
TOWNSHIP 20 SOUTH, RANGE 22 EAST
TOWNSHIP 19 SOUTH, RANGE 23 EAST
TOWNSHIP 20 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA

CLIENT: THE VILLAGES LAND COMPANY, LLC
JOB NO.: S1605.0897
DRAWING DATE: 07/26/2021
DRAWN BY: DMS
CHECKED BY: JHB

REVISIONS	DATE
ADDED TRACTS 22-24 - DMS	03/31/2022
REVISED TRACT 6; ADDED ±7.06 AC - DMS	04/13/2022

CLYMER FARNER BARLEY
4450 NE 83RD ROAD • WILDWOOD, FL 34785
(352) 748-3126 LB4709


SKETCH OF DESCRIPTION
FOR
THE VILLAGES LAND COMPANY, LLC
SHEET 26 OF 36
CLIENT: THE VILLAGES LAND COMPANY, LLC
DRAWING DATE: 07/26/2021
DRAWN BY: DMS
CHECKED BY: JAB
REVISIONS
REVISED TRACTS 6 & ADDED R3/06 AC - DMS
DATE
03/13/2023
04/13/2022
CFB
CLYDE & ASSOCIATES, INC.
VOSC 8TH AMENDMENT - CHAPTER 163
AREA 6 - LAKE OKAHUMPKA, LIMITED
TOWNSHIP 20 SOUTH, RANGE 22 EAST
TOWNSHIP 20 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA
1 inch = 500 feet
FLORIDA'S TURNPIKE
U.S. HIGHWAY 301
STATE ROAD 44
FLAMINGO BOULEVARD
AKA WILLIAMSBURG LANE
COUNTY ROAD 181
COUNTY ROAD CR 502 - MARY LOU
FLORIDA'S TURNPIKE - SUNSHINE STATE PARKWAY - RONALD REAGAN EXPRESSWAY
LAKE OKAHUMPKA
POINT OF BEGINNING - TRACT 1
NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17-19-23
POINT OF BEGINNING - TRACT 4
EAST 4 CORNER OF 17-19-23
(SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF 17-19-23)
SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF 17-19-23
NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 17-19-23
POINT OF BEGINNING - TRACT 7
POINT OF COMMENCEMENT PARCEL 7
POINT OF BEGINNING - TRACT 8
MATCHLINE SEE SHEET 27
NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF 19-19-23
NORTH 3/4 OF THE EAST 1/2 OF 19-19-23
WEST 1/2 OF THE NORTHWEST 1/4 OF 20-19-23
NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF 20-19-23
SOUTHEAST 1/4 OF 18-19-23
SOUTH 1/2 OF THE SOUTHEAST 1/4 OF 17-19-23
THE EAST 1/2 OF 20-19-23
THE NORTH 3/4 OF THE WEST 1/2 OF 21-19-23
THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF 21-19-23
THE SOUTH 1/2 OF THE SOUTH 1/2 OF 21-19-23
THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF 21-19-23
SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF 16-19-23
NE 1/4 OF THE SW 1/4
TRACT 22 (SEE SHEET 35)
TRACT 22 (SEE SHEET 34)
TRACT 21 (SEE SHEET 33)
TRACT 2 SEE DETAIL 1 THIS SHEET
TRACT 2 SEE DETAIL 2 THIS SHEET
TRACT 3 SEE DETAIL 1 THIS SHEET
TRACT 5 SEE DETAIL 1 THIS SHEET
TRACT 18 SEE DETAIL ON SHEET 32
TRACT 17 SEE DETAIL ON SHEET 33
NOT INCLUDED
OUT
SEE DETAIL 3
SEE DETAIL 4
NOTE:
EDGE OF WATER TAKEN FROM AERIAL PHOTOGRAPHS
LEGEND
LB LICENSED BUSINESS
POB POINT OF BEGINNING
Δ CENTRAL ANGLE
R RADIUS
L ARC LENGTH
CB CHORD BEARING
BNG BEARING
PG. PAGE
R/W RIGHT-OF-WAY
O.R.B. OFFICIAL RECORDS BOOK
DETAIL 1
DETAIL 2
DETAIL 3
DETAIL 4
LOT 20 - BLOCK B
POINT OF BEGINNING - OUT PARCEL
LIFT STATION NO. 1
(LESS-OUT TRACT 5)
POINT OF BEGINNING - OUT PARCEL
LIFT STATION NO. 2
POINT OF COMMENCEMENT
SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF 16-19-23
WEST 1/4 CORNER OF 16-19-23
SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF 16-19-23
POINT OF BEGINNING (OUT PARCEL)
NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19-19-23
NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20-19-23
NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20-19-23
SOUTH LINE OF THE NORTH 3/4 OF 19-19-23
NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF 19-19-23
NORTH LINE OF THE NORTHWEST 1/4 OF 20-19-23
LINES DESCRIBED IN OFFICIAL RECORDS BOOK 1083, PAGE 291
WILDWOOD RANCH
LOS AVENUE
LEE STREET
PINE STREET
CLAY AVENUE
JAMES STREET
NORTH STREET
WIDNA STREET
COUNTY ROAD CR 502 - WILDWOOD STREET (PAVED)
TRACT 1
TRACT 2
TRACT 3
TRACT 4
TRACT 5
TRACT 6
TRACT 7
TRACT 8
TRACT 9
TRACT 17
TRACT 18
PARCEL 2
SW 1/4
SE 1/4
NW 1/4
NE 1/4
LINE TABLE
LINE LENGTH BEARING
L1 116.33' S50°29'07"W
L2 190.58' N69°20'43"W
L3 33.00' N89°52'27"W
CURVE TABLE
CURVE LENGTH RADIUS DELTA CHORD BNG. CHORD
C1 105.50' 283.00' 21°21'53" S39°48'21"W 104.89'
C2 626.40' 2423.83' 14°48'25" N88°55'46"E 624.65'
C3 356.97' 5929.58' 3°26'37" S55°15'18"E 356.82'



CFB SURVEYING & MAPPING
CERTIFICATE OF AUTHORIZATION LB-7510

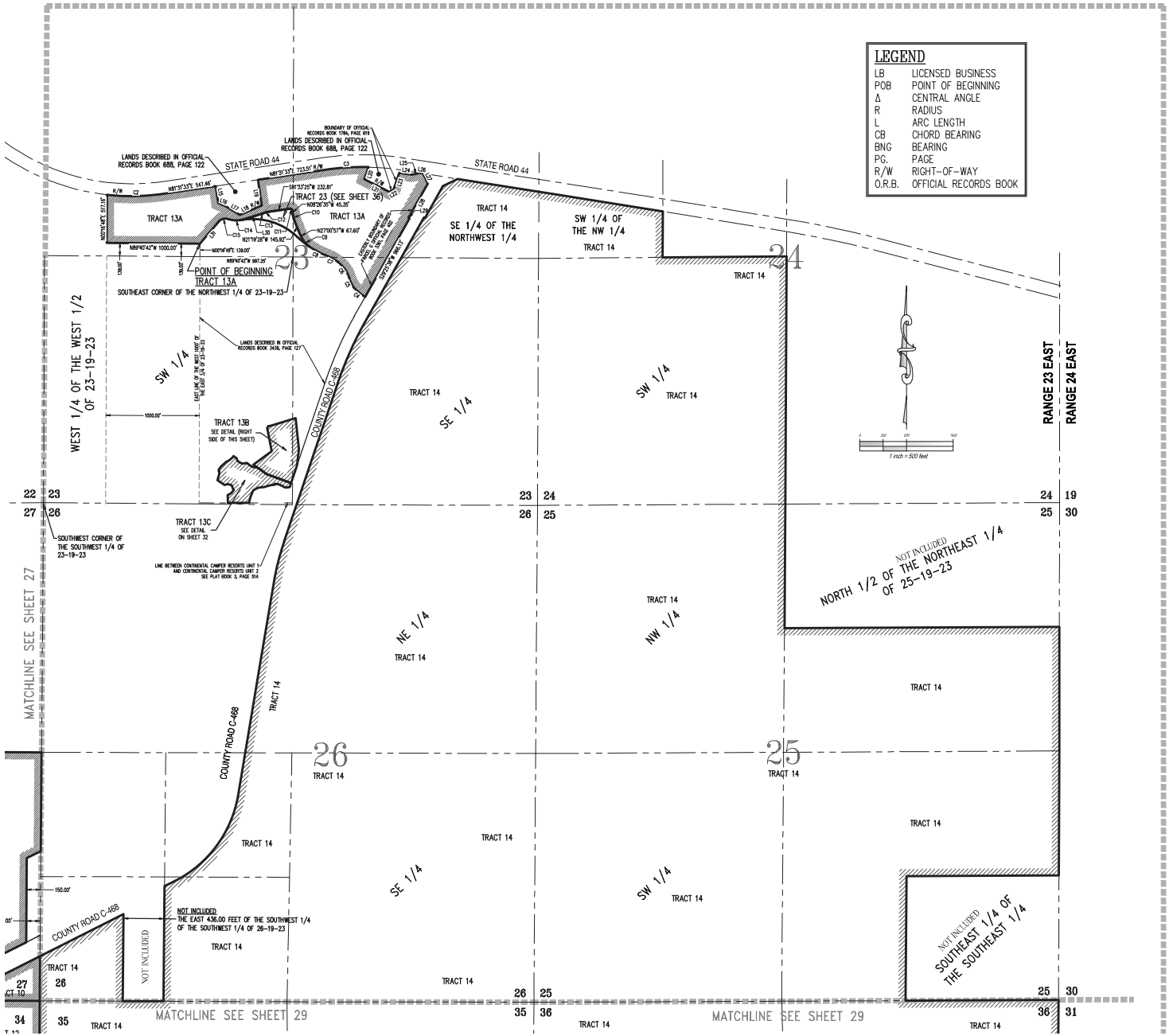
DATE	REVISIONS
03/17/2023	ADDED TRACTS 25-34 - DMS
04/13/2023	ADDED TRACTS 8, ADDED 2.06 AC - DMS

CLIENT: THE VILLAGES LAND COMPANY, LLC
PROJECT: VOSC 9TH AMENDMENT – CHAPTER 163 ARC, ARC-21-WILDWOOD-RESTRICTED
DRAWING DATE: 07/26/2021
DRAWN BY: DMS
CHECKED BY: JAB

VOSC 9TH AMENDMENT – CHAPTER 163 ARC, ARC-21-WILDWOOD-RESTRICTED
TOWNSHIP 20 SOUTH, RANGE 22 EAST
TOWNSHIP 19 SOUTH, RANGE 23 EAST
TOWNSHIP 20 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA

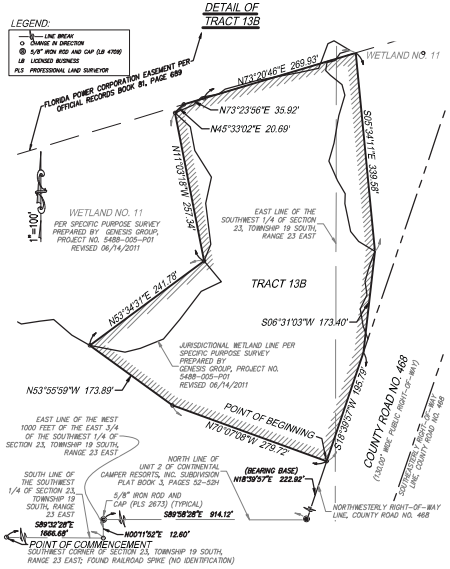
SKETCH OF DESCRIPTION FOR THE VILLAGES LAND COMPANY, LLC

SHEET 27 OF 36



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C2	626.40'	2423.83'	14°48'25"	N88°55'46"E	624.45'
C3	468.17'	2732.76'	9°48'54"	N89°28'01"E	467.68'
C4	160.42'	605.30'	15°11'07"	N50°56'19"W	159.95'
C5	117.10'	416.45'	16°06'37"	N25°28'24"W	116.71'
C6	210.99'	330.93'	36°31'46"	N35°38'58"W	207.44'
C7	144.10'	572.69'	14°24'59"	N81°07'21"W	143.72'
C8	203.00'	944.63'	12°18'46"	N62°10'27"W	202.61'
C9	112.82'	223.89'	28°52'15"	N41°34'57"W	111.63'
C10	62.95'	280.00'	12°52'52"	N14°53'02"W	62.82'
C11	38.27'	25.00'	90°00'00"	N53°28'35"W	35.36'
C12	52.38'	220.00'	13°38'27"	S74°44'11"W	52.25'
C13	23.17'	280.00'	4°44'27"	S70°17'18"W	23.16'
C14	172.21'	288.13'	34°14'40"	S89°38'01"W	169.66'
C15	107.29'	90.83'	67°40'40"	S79°46'29"W	101.16'
C54	340.86'	217.00'	90°00'00"	S05°05'10"W	306.88'
C55	153.35'	283.00'	31°02'46"	N19°56'10"W	151.48'
C56	400.11'	11394.16'	2°00'43"	N88°48'00"W	400.08'
C57	392.08'	11524.16'	1°56'08"	N88°46'08"W	392.06'
C58	164.02'	75.00'	125°18'12"	S16°05'13"E	133.23'
C59	356.97'	5929.98'	3°26'53"	S55°15'19"E	356.92'

LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L4	284.42'	N89°58'28"E	L18	256.38'	N66°50'21"E
L5	416.72'	S18°39'57"W	L19	278.00'	N8°28'22"W
L6	173.40'	S83°31'03"W	L20	135.19'	S18°31'48"W
L7	338.58'	S5°34'11"E	L21	301.86'	S62°40'42"E
L8	269.83'	N73°20'46"E	L22	50.74'	N59°14'07"E
L9	35.92'	N73°23'56"E	L23	190.28'	N18°40'04"E
L10	20.69'	N45°33'02"E	L24	137.94'	S81°01'49"E
L11	257.34'	N11°03'18"W	L25	88.06'	N77°15'48"E
L12	241.78'	N53°34'31"E	L26	31.33'	S81°01'49"E
L13	173.89'	N53°55'59"W	L27	121.61'	S25°48'03"E
L14	319.83'	N06°50'44"E	L28	419.25'	S39°25'38"W
L15	183.21'	S8°28'22"E	L29	12.00'	S60°34'22"E
L16	90.62'	S66°36'54"E	L30	191.71'	S72°39'24"W
L17	173.88'	S58°22'24"E	L31	316.94'	S40°18'40"W



CFB CENTRAL FLORIDA BUSINESS
CFB CENTRAL FLORIDA BUSINESS, LLC
1405 TOWN PLAZA AVENUE
THE VILLAGES, FLORIDA 32162
(352) 753-2160 FAX (352) 753-2161

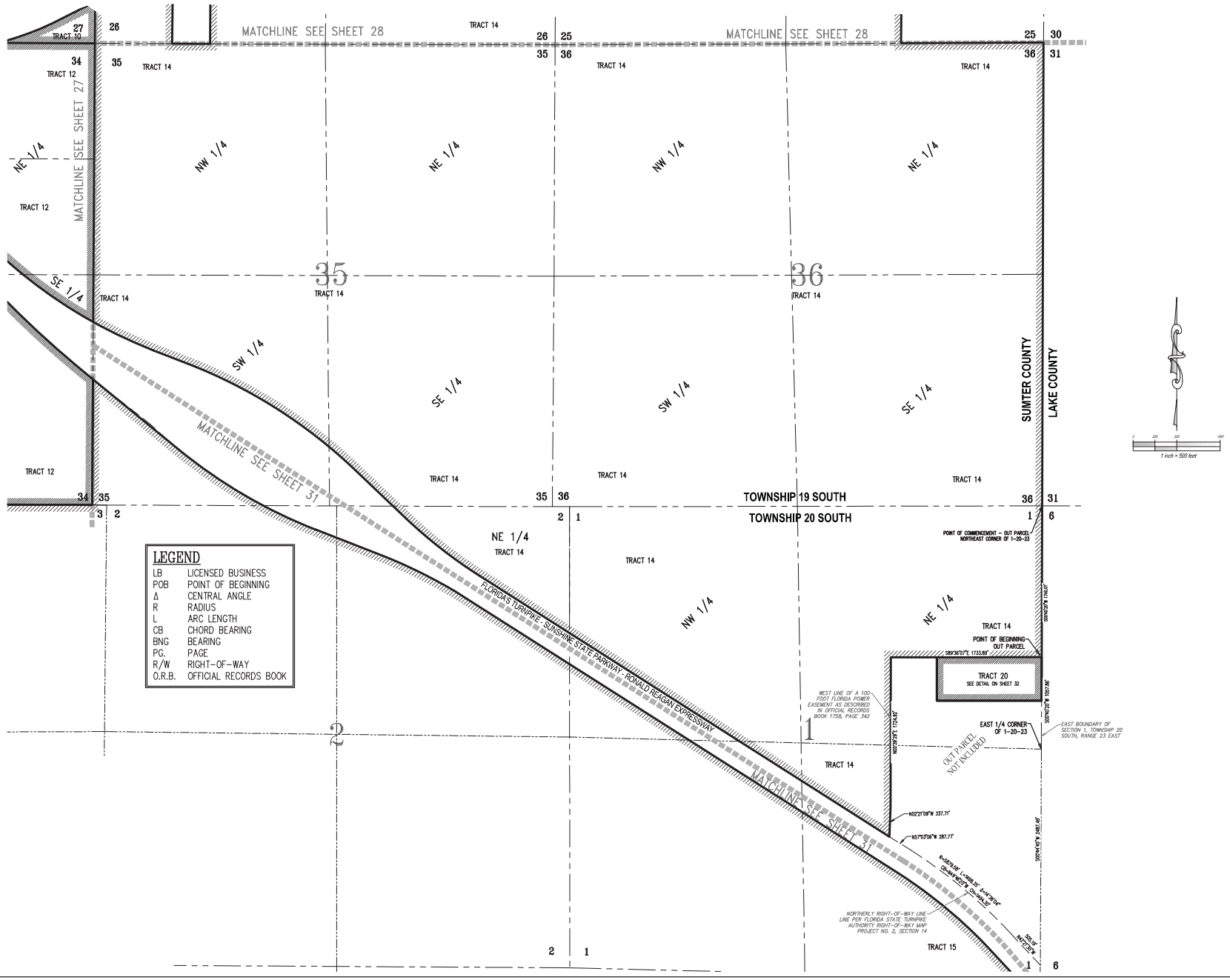
DATE	REVISIONS
03/28/2022	ADDED TRACT 23 - JWC
04/13/2022	ADDED TRACT 13 & ADDED 13.06 AC. - DMS

CLIENT: THE VILLAGES LAND COMPANY, LLC
DRAWING: 03-2-2
DRAWING DATE: 07/26/2021
DRAWN BY: DMS
CHECKED BY: JAB

VOSC 9TH AMENDMENT - CHAPTER 163
ALL OF SECTIONS 23 AND 24 TOWNSHIP 19 SOUTH, RANGE 23 EAST
TOWNSHIP 20 SOUTH, RANGE 23 EAST
TOWNSHIP 20 SOUTH, RANGE 24 EAST
SUMTER COUNTY, FLORIDA

SKETCH OF DESCRIPTION FOR THE VILLAGES LAND COMPANY, LLC

SHEET 28 OF 36



CFB
CLYDE & ASSOCIATES, INC.
LAND SURVEYORS
LB 6709
1520 TOWN CENTER BLVD., SUITE 1
THE VILLAGES, FLORIDA 32162
(352) 753-2611 FAX (352) 753-2615
www.cfbsurveyors.com

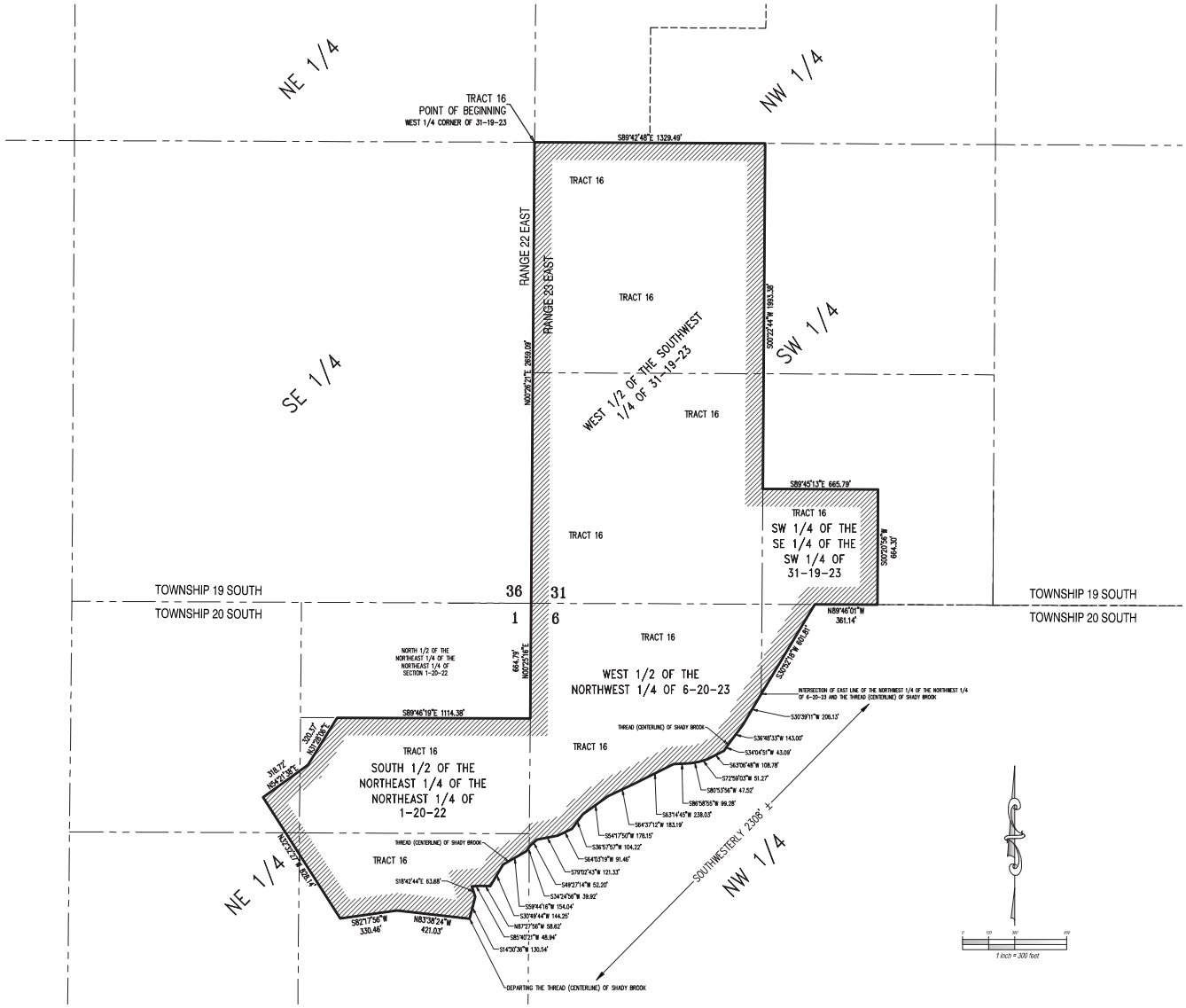
REVISIONS	DATE
ADDED TRACT 20-24 – DMS	03/17/2022
REVISED TRACT 6 & ADDED 8.26 AC – DMS	04/13/2022

CLIENT: THE VILLAGES LAND COMPANY, LLC
DRAWING NAME: 1-20-23
DRAWING DATE: 07/26/2021
DRAWN BY: DMS
CHECKED BY: JAB

VOSC 9TH AMENDMENT – CHAPTER 163
AREA 4 A, LANDOWNER LIMITED
TOWNSHIP 20 SOUTH, RANGE 22 EAST
TOWNSHIP 19 SOUTH, RANGE 23 EAST
TOWNSHIP 20 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA

SKETCH OF DESCRIPTION FOR THE VILLAGES LAND COMPANY, LLC

SHEET 29 OF 36



CFB CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
CERTIFICATE OF AUTHORIZATION #3056

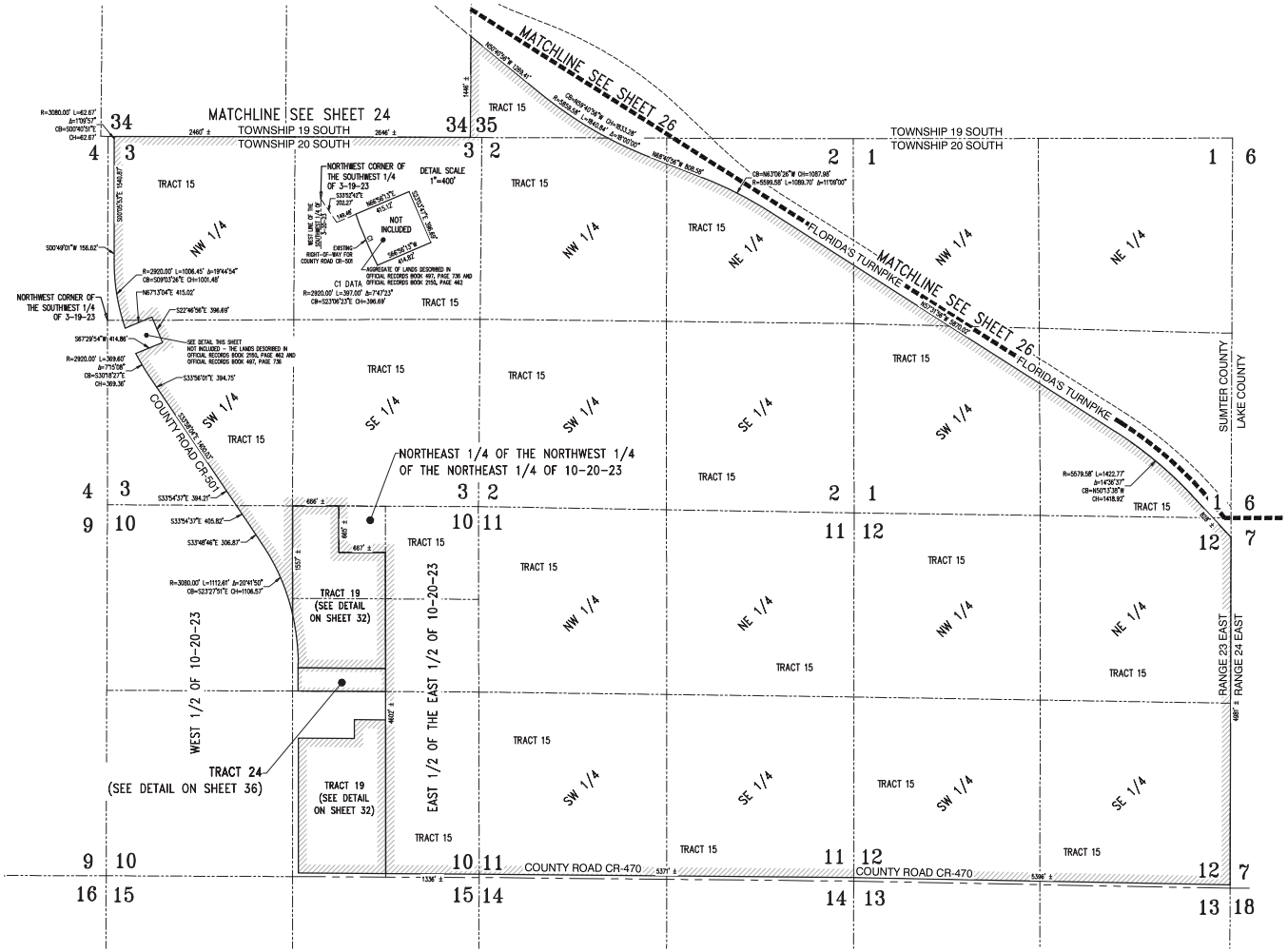
REVISIONS	DATE
REVISED TRACTS 25-34 - DMS	03/17/2022
REVISED TRACTS 6 - ADDED 8.26 AC - DMS	04/13/2022

CLIENT: THE VILLAGES LAND COMPANY, LLC
PROJECT: TWIN LAKES
DRAWING DATE: 07/26/2021
DRAWN BY: DMS
CHECKED BY: JAB

VOSC 9TH AMENDMENT – CHAPTER 163
AREA A, AREA B, AREA C, AREA D, AREA E
TOWNSHIP 20 SOUTH, RANGE 22 EAST
TOWNSHIP 19 SOUTH, RANGE 22 EAST
TOWNSHIP 20 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA

SKETCH OF DESCRIPTION FOR THE VILLAGES LAND COMPANY, LLC

SHEET 30 OF 36



CFB SURVEYING & MAPPING SERVICES, LLC
CERTIFICATE OF AUTHORIZATION LB 7696
1520 TOWN CENTER BLVD. SUMTER COUNTY, FL 34785
PHONE: (352) 748-0928 EMAIL: CFBSURVEYING@GMAIL.COM

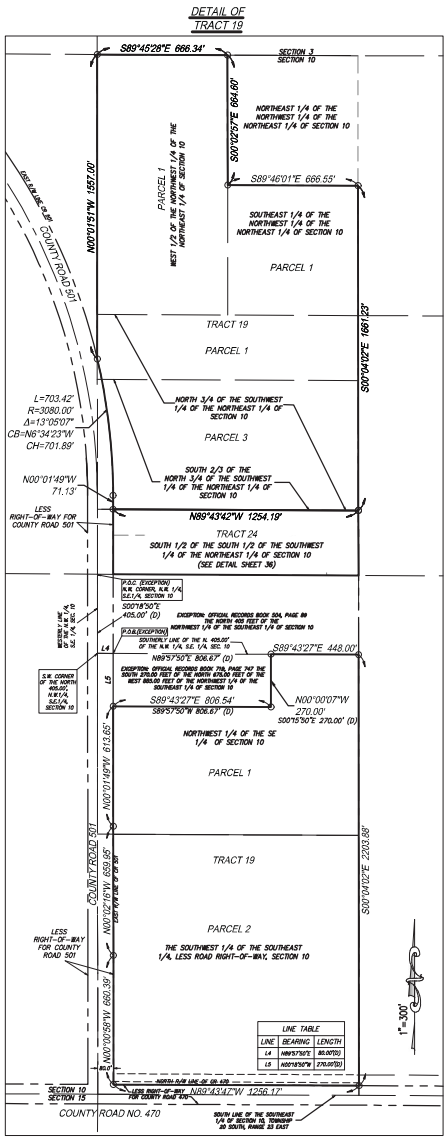
REVISIONS	DATE
REVISED PER 25-34 – MWC	03/27/2023
REVISED TRACT 19, ADDED 27.08 AC – DMS	04/13/2023

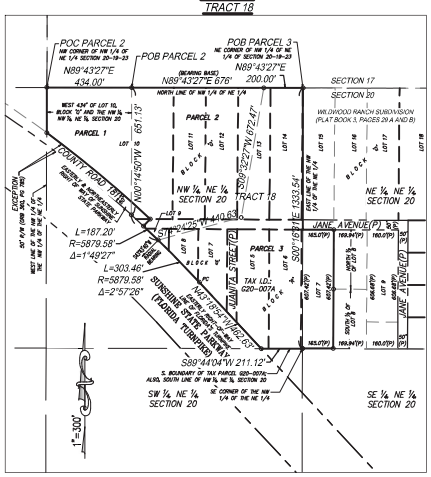
CLIENT: THE VILLAGES LAND COMPANY, LLC
PROJECT: THE VILLAGES
DRAWING DATE: 07/26/2021
DRAWN BY: DMS CHECKED BY: JAB

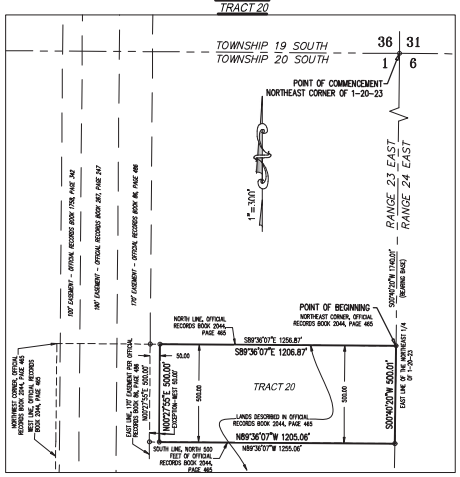
VOSC 9TH AMENDMENT – CHAPTER 163
AREA 14 – MINOR AMENDMENT – ROCK LTD
TOWNSHIP 20 SOUTH, RANGE 23 EAST
TOWNSHIP 19 SOUTH, RANGE 23 EAST
TOWNSHIP 20 SOUTH, RANGE 24 EAST
SUMTER COUNTY, FLORIDA

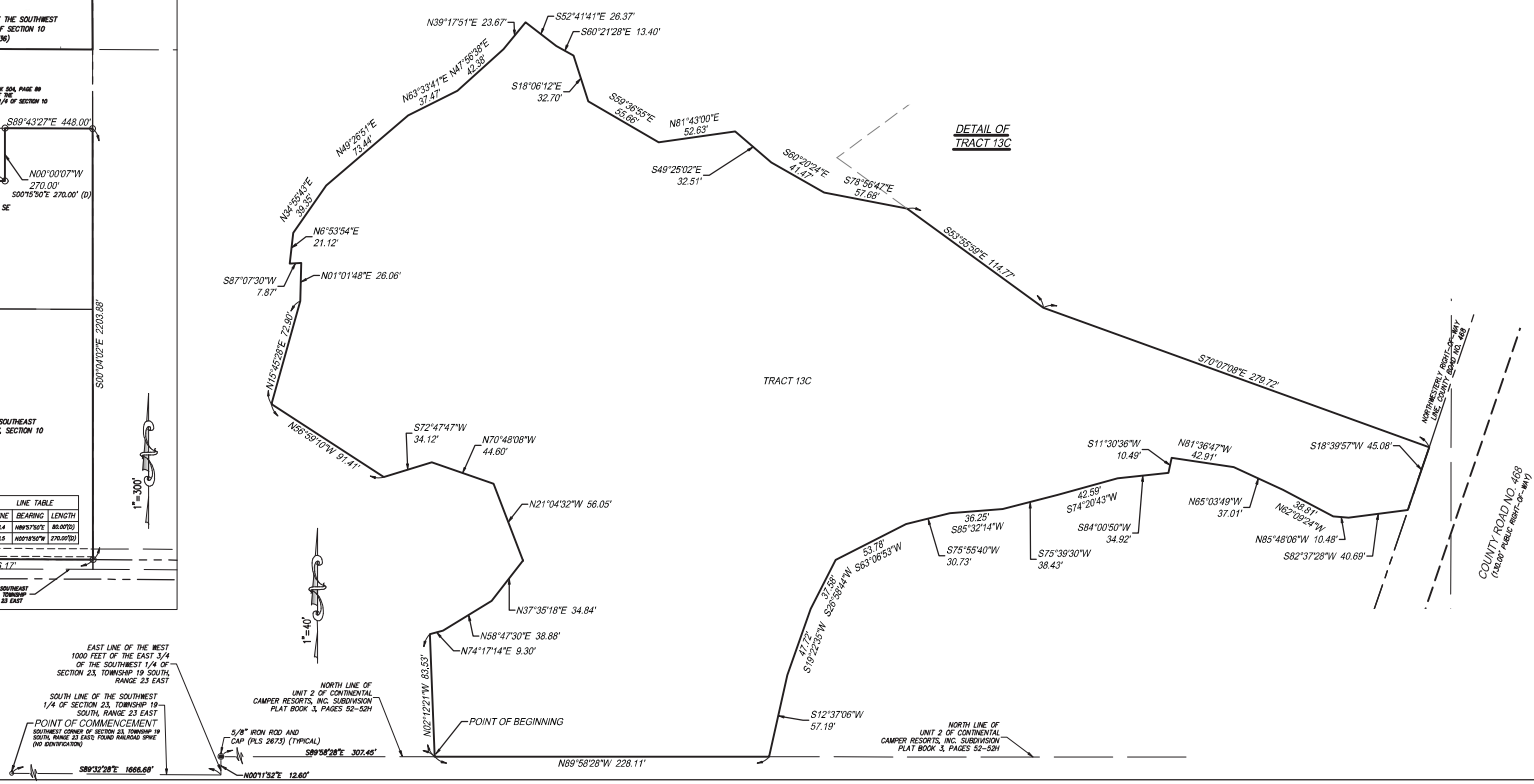
SKETCH OF DESCRIPTION FOR THE VILLAGES LAND COMPANY, LLC

SHEET 31 OF 36









CFB SILVERBERG FAGGART & ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
1000 SOUTH TOWN CENTER BLVD. STE. 1
THE VILLAGES, FLORIDA 32162

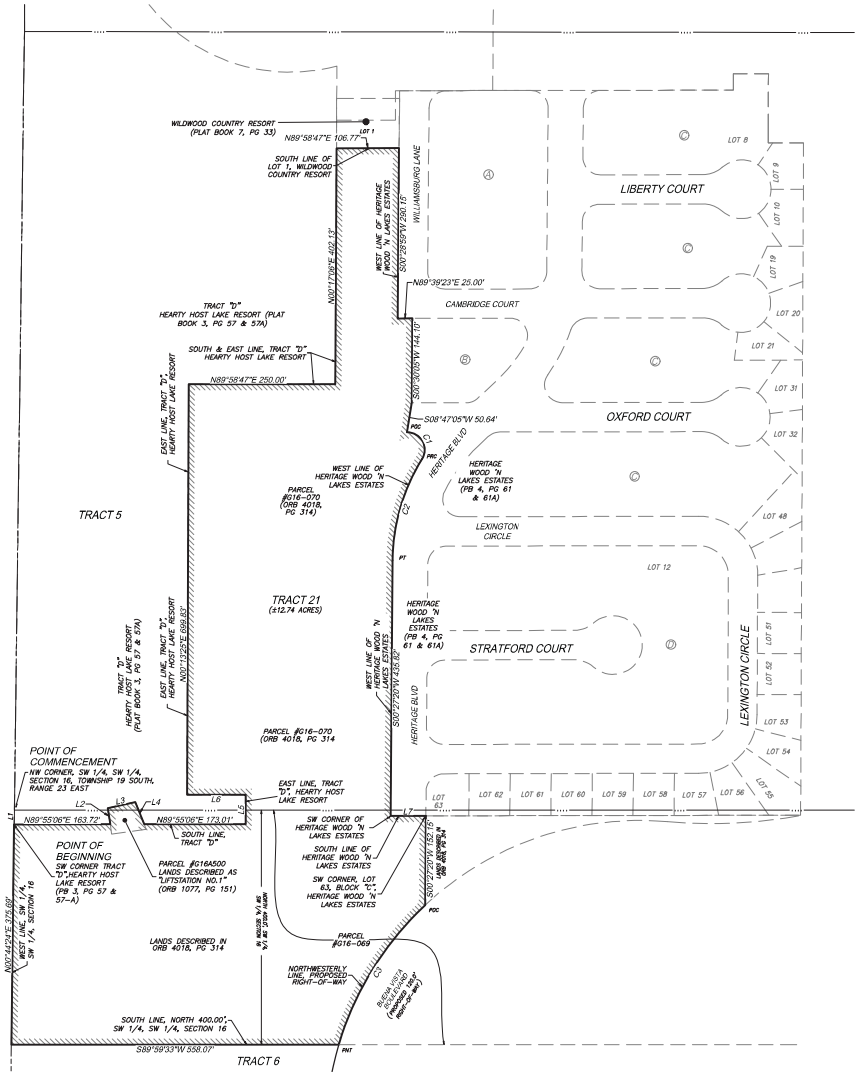
REVISIONS	DATE
REVISED PER 2-25-22 – DMS	03/10/2022
REVISED PER C.R. ADDED 8.7.08 RC – DMS	04/13/2022

CLIENT: THE VILLAGES LAND COMPANY, LLC
DRAWN BY: DMS
DRAWING DATE: 07/26/2018
CHECKED BY: JHB

VSQ 911 AMENDMENT – CHAPTER 163
PART II – LAND DEVELOPMENT REGULATIONS
TOWNSHIP 20 SOUTH, RANGE 22 EAST
TOWNSHIP 19 SOUTH, RANGE 23 EAST
TOWNSHIP 20 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA

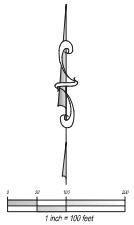
SKETCH OF DESCRIPTION FOR THE VILLAGES LAND COMPANY, LLC

SHEET 32 OF 36



LINE TABLE		
LINE	BEARING	LENGTH
L1	S21°41'24"W	24.35'
L2	N89°55'12"W	21.87'
L3	N17°59'46"E	68.38'
L4	S21°34'47"E	40.38'
L5	N01°17'25"E	50.00'
L6	S89°55'06"W	100.00'
L7	N89°57'04"E	40.00'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	63.91'	25.00	122°04'08"	50.48'	S29°04'31"E
C2	181.75'	330.13	031°32'31"	179.48'	S14°13'28"W
C3	283.07'	535.00	030°18'56"	279.78'	S31°44'28"W



VSDD 91-1 AMENDMENT - CHAPTER 163
PART II, F.S. - LANDS ADJUSTED
TOWNSHIP 20 SOUTH, RANGE 22 EAST
TOWNSHIP 19 SOUTH, RANGE 23 EAST
TOWNSHIP 20 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA

CLIENT: THE VILLAGES LAND COMPANY, LLC
PROJECT: VSDD 91-1
DRAWING DATE: 07/26/2018
DRAWN BY: DMS
CHECKED BY: JHB

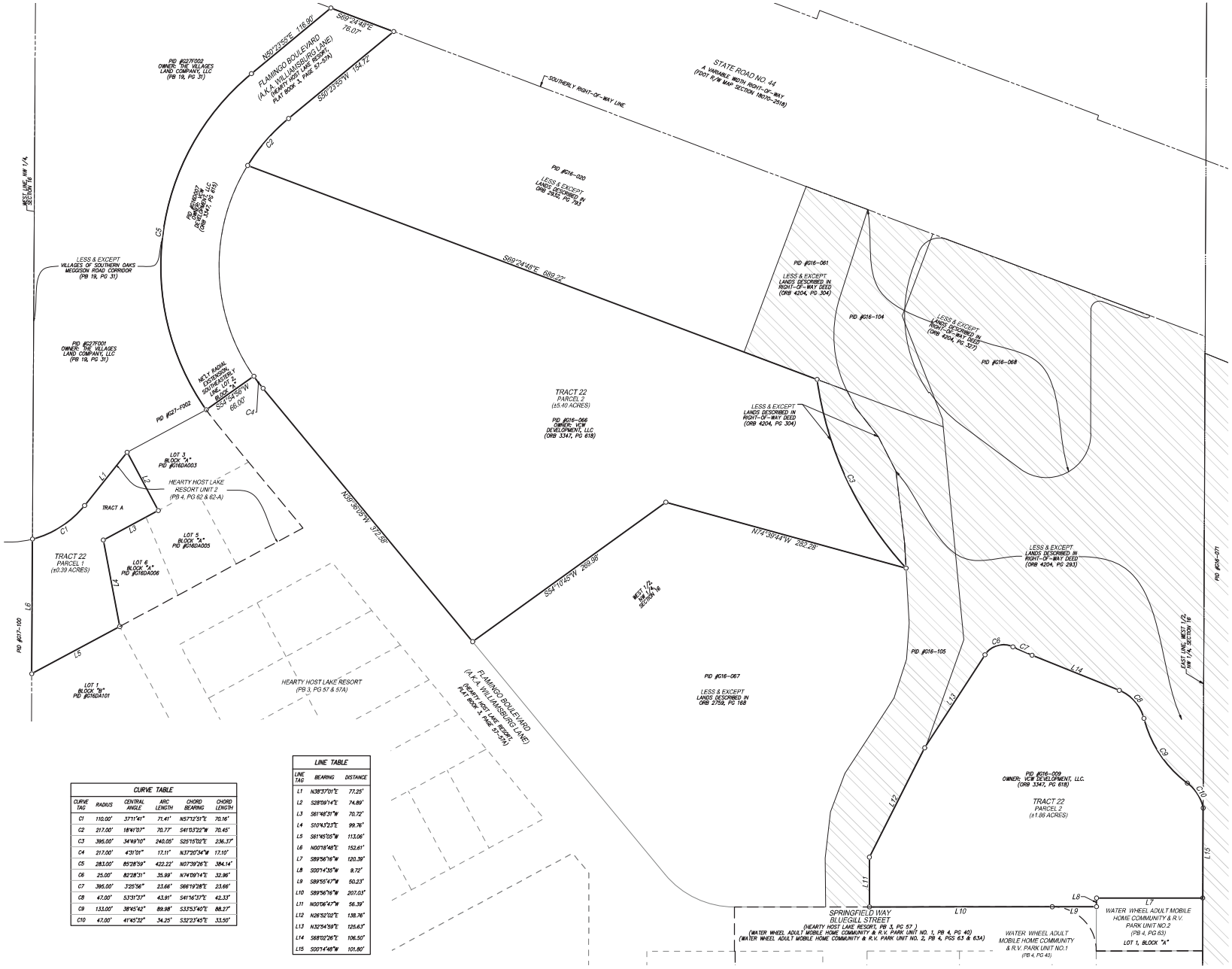
REVISIONS
REVISED TRACT 25-34 - DMS
REVISED TRACT 6, ADDED 8.7.08 KC - DMS

DATE
03/17/2022
04/13/2022

CFB
CLYDE FOLSOM BRADLEY
CIVIL ENGINEERS & SURVEYORS
1546 THE VILLAGES PARKWAY
THE VILLAGES, FLORIDA 32162

SKETCH OF DESCRIPTION FOR THE VILLAGES LAND COMPANY, LLC

SHEET 33 OF 36



CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	110.00'	37°11'41"	71.41'	N57°12'51"E	70.16'
C2	217.00'	18°41'07"	70.77'	S41°03'22"W	70.45'
C3	395.00'	34°49'10"	240.05'	S25°15'02"E	236.37'
C4	217.00'	4°31'01"	17.11'	N37°20'34"W	17.10'
C5	283.00'	85°28'59"	422.22'	N07°39'26"E	384.14'
C6	25.00'	82°28'31"	35.99'	N74°09'14"E	32.96'
C7	395.00'	3°25'56"	23.66'	S66°19'28"E	23.66'
C8	47.00'	53°31'37"	43.91'	S41°16'37"E	42.33'
C9	133.00'	38°45'42"	89.98'	S33°53'40"E	88.27'
C10	47.00'	41°45'32"	34.25'	S32°23'45"E	33.50'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L1	N38°37'01"E	77.25'
L2	S28°09'14"E	74.89'
L3	S61°48'31"W	70.72'
L4	S10°43'23"E	99.76'
L5	S61°45'05"W	113.06'
L6	N00°18'48"E	152.61'
L7	S89°56'16"W	120.39'
L8	S00°14'55"W	9.72'
L9	S89°55'47"W	50.23'
L10	S89°56'16"W	207.03'
L11	N00°08'47"W	56.39'
L12	N26°52'02"E	138.76'
L13	N32°54'59"E	125.63'
L14	S68°02'26"E	106.50'
L15	S00°14'48"W	101.80'

CLIENT: THE VILLAGES LAND COMPANY
PROJECT: VARIOUS
DRAWING DATE: 07/26/2018
DRAWN BY: DMS
CHECKED BY: MB

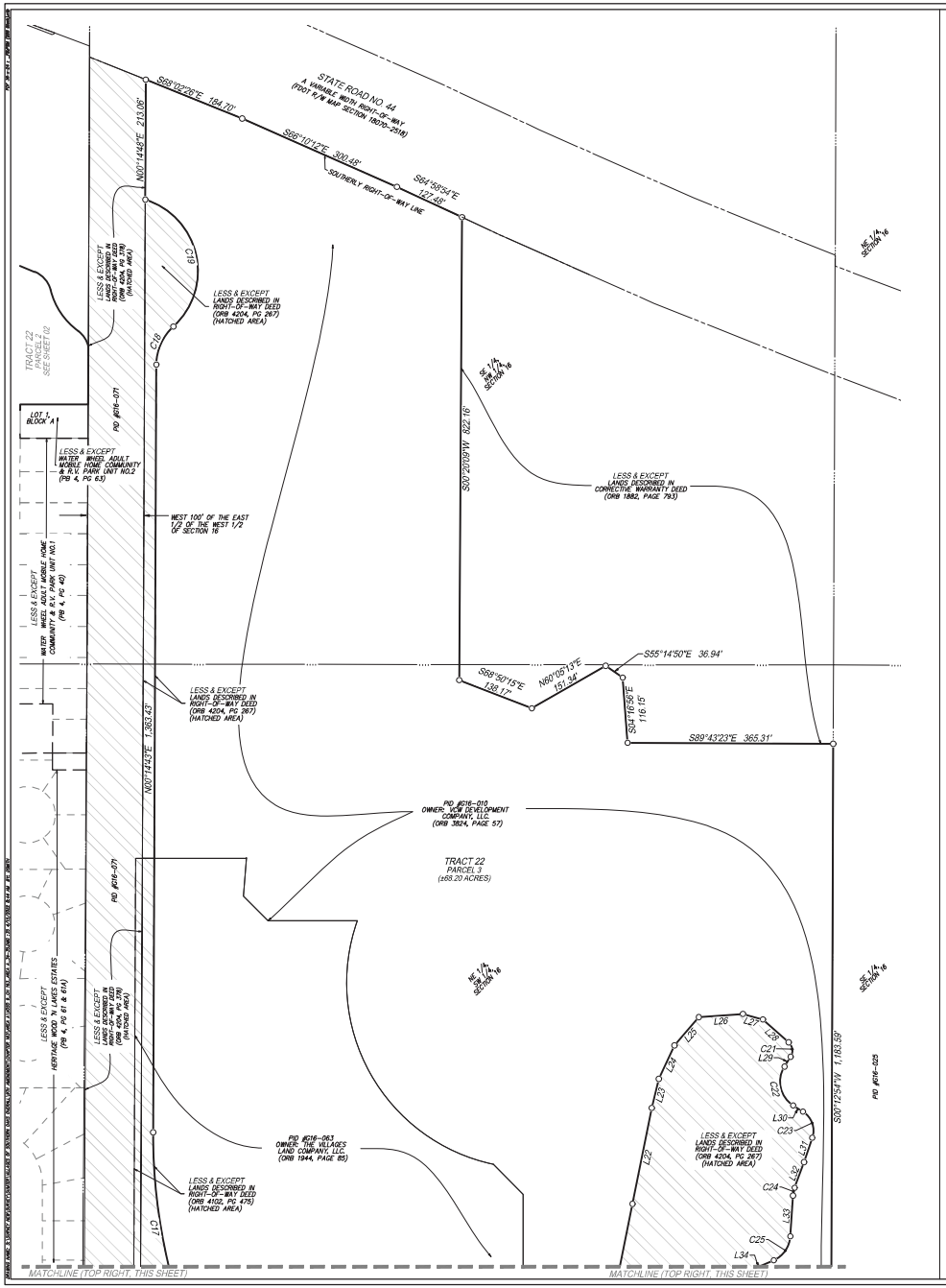
REVISIONS
REVISED TRACT 22, 23-24 – DMS 03/27/2022
REVISED TRACT 6; ADDED 2.7.06 AC – DMS 04/13/2022

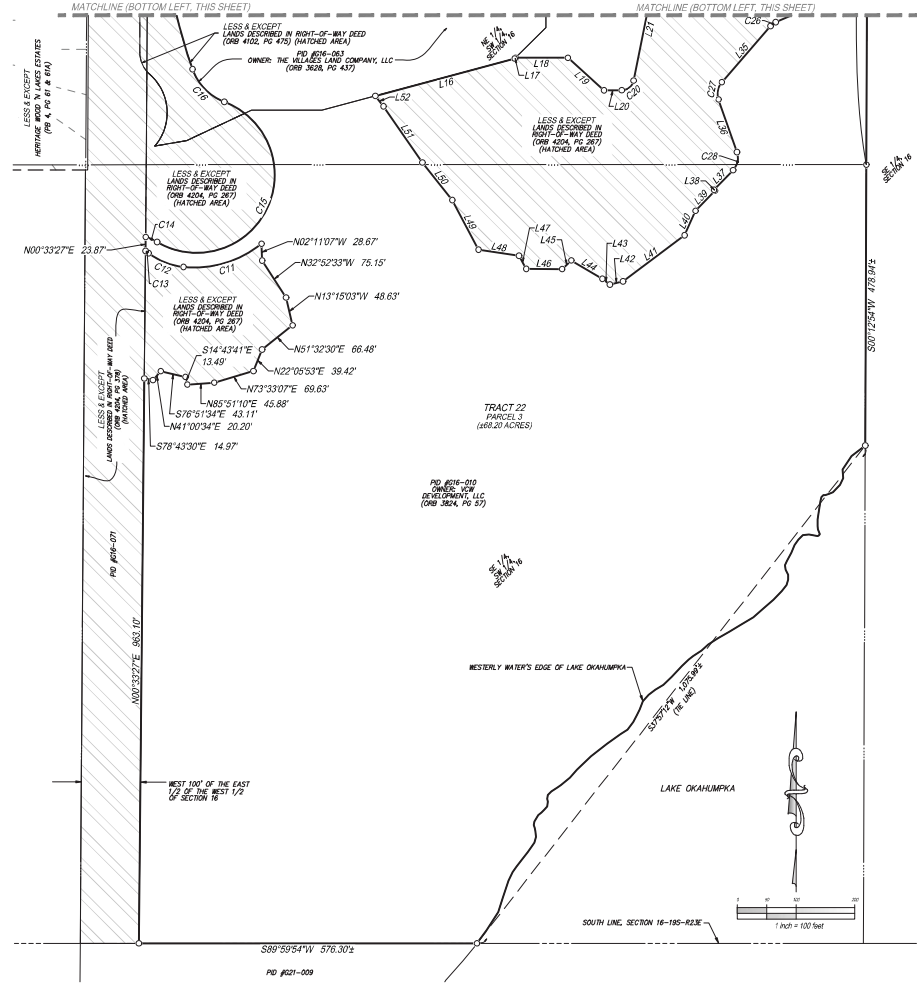
CFB
CLYDE FOLSOM BLAKE
CIVIL ENGINEERS • SURVEYORS
1546 TRADE CENTER WAY, SUITE 101
WILDWOOD, FL 34785 (352) 748-0928 FAX (352) 748-0929

V550 9TH AMENDMENT – CHAPTER 163
AREA NOT LARGER THAN 10 ACRES
TOWNSHIP 20 SOUTH, RANGE 22 EAST
TOWNSHIP 19 SOUTH, RANGE 23 EAST
TOWNSHIP 19 SOUTH, RANGE 24 EAST
SUMTER COUNTY, FLORIDA

SKETCH OF DESCRIPTION FOR THE VILLAGES LAND COMPANY

SHEET 34 OF 36





LINE TABLE		
LINE TAG	BEARING	DISTANCE
L16	S75°00'00"W	245.80'
L17	S45°00'00"W	2.07'
L18	N90°00'00"W	89.35'
L19	N47°53'02"W	82.86'
L20	S89°47'09"W	30.37'
L21	S11°15'43"W	227.70'
L22	S11°20'11"W	173.69'
L23	S13°40'27"W	53.30'
L24	S25°03'49"W	65.47'
L25	S40°40'39"W	66.38'
L26	S85°55'00"W	78.64'
L27	N74°31'38"W	36.75'
L28	N48°22'11"W	61.28'
L29	N32°19'43"E	20.51'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L30	N57°33'40"W	20.58'
L31	N18°39'01"E	45.42'
L32	N20°03'10"E	48.56'
L33	N03°45'11"E	72.62'
L34	N66°00'00"E	58.22'
L35	N40°56'32"E	126.64'
L36	N19°19'19"W	95.08'
L37	N43°58'19"E	46.64'
L38	N47°53'02"W	2.00'
L39	N43°58'19"E	47.77'
L40	N23°58'33"E	45.56'
L41	N53°09'08"E	131.06'
L42	N75°39'12"E	22.99'
L43	S52°55'35"E	16.40'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L44	S59°10'01"E	61.45'
L45	N46°35'01"E	21.57'
L46	S89°38'42"E	61.17'
L47	S29°11'01"E	25.53'
L48	S81°18'00"E	69.68'
L49	S27°54'12"E	95.56'
L50	S38°29'09"E	81.80'
L51	S34°45'19"E	116.38'
L52	S37°58'51"E	22.65'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C11	181.20'	45°14'41"	142.56'	S73°25'57"W	138.92'
C12	117.56'	31°27'04"	64.53'	N68°18'11"W	63.72'
C13	66.40'	5°31'20"	6.40'	N55°20'19"W	6.40'
C14	92.00'	13°08'59"	21.11'	S66°14'30"E	21.07'
C15	133.00'	189°42'36"	440.37'	N25°38'42"E	265.05'
C16	92.00'	49°56'41"	80.20'	N44°14'16"W	77.68'
C17	990.00'	19°30'38"	337.12'	N09°30'36"W	335.49'
C18	92.00'	47°30'39"	76.28'	N33°59'58"E	74.12'
C19	133.00'	120°27'19"	279.61'	N12°28'27"W	230.89'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C20	20.50'	78°31'27"	28.10'	S50°31'26"W	25.95'
C21	20.00'	80°41'54"	28.17'	N08°01'14"W	25.90'
C22	50.00'	89°53'24"	78.44'	N12°36'58"W	70.64'
C23	40.00'	76°12'41"	53.21'	N19°27'20"W	49.37'
C24	50.00'	167°7'59"	14.22'	N11°34'11"E	14.18'
C25	50.00'	62°14'49"	54.32'	N34°52'36"E	51.69'
C26	25.00'	25°03'28"	10.93'	N53°28'16"E	10.85'
C27	30.00'	60°15'52"	31.55'	N10°48'36"E	30.12'
C28	30.00'	63°17'59"	33.14'	N12°19'30"E	31.48'

CFB CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
CERTIFICATE OF AUTHORIZATION #: 27934
1405 TOWN PLACE, THE VILLAGES, FL 32159

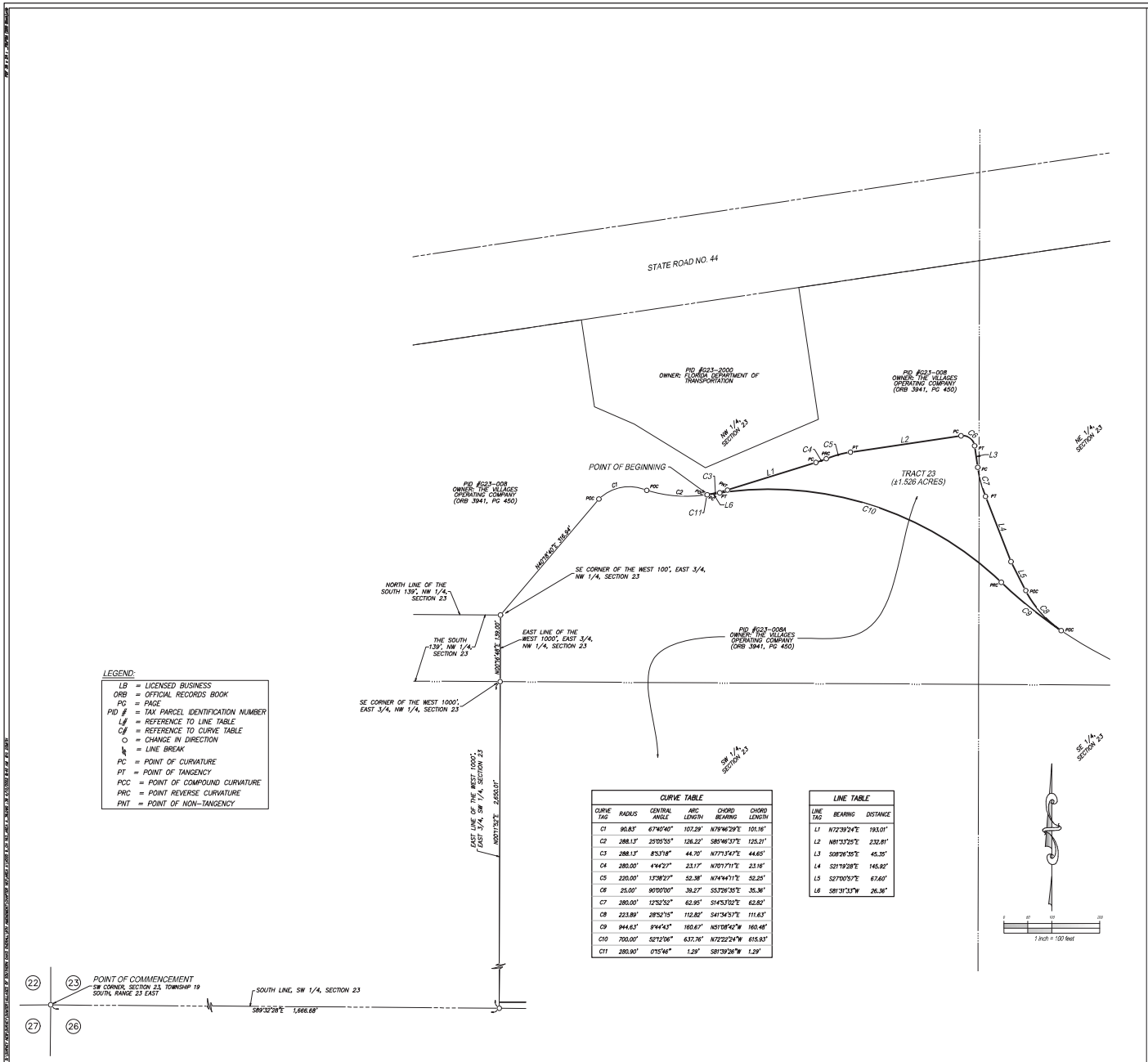
REVISIONS	DATE
REVISED TRACTS 25-34 - DMS	03/30/2022
REVISED TRACT 6; ADDED 2.7.06 AC - DMS	04/13/2022

CLIENT: THE VILLAGES LAND COMPANY
PROJECT: VARIOUS
DRAWING DATE: 07/26/2018
DRAWN BY: DMS
CHECKED BY: JHB

V350.91H AMENDMENT - CHAPTER 163
AREA 1, LANDOWNER INITIATED
TOWNSHIP 20 SOUTH, RANGE 22 EAST
TOWNSHIP 19 SOUTH, RANGE 23 EAST
TOWNSHIP 19 SOUTH, RANGE 22 EAST
SUMTER COUNTY, FLORIDA

SKETCH OF DESCRIPTION FOR THE VILLAGES LAND COMPANY

SHEET 35 OF 36



LEGEND:

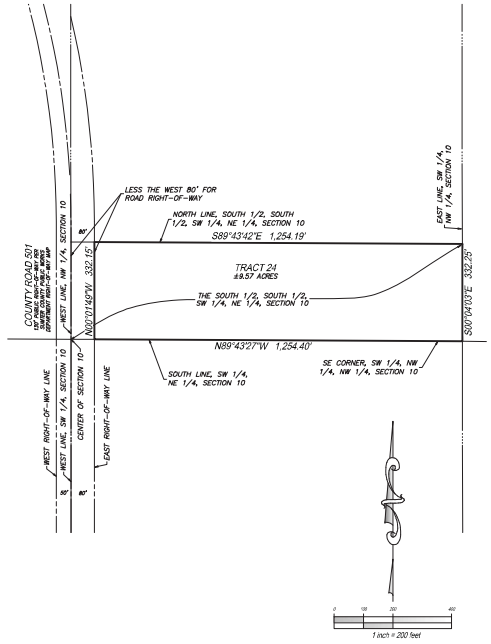
LB	= LICENSED BUSINESS
ORB	= OFFICIAL RECORDS BOOK
PG	= PAGE
PID #	= TAX PARCEL IDENTIFICATION NUMBER
L#	= REFERENCE TO LINE TABLE
C#	= REFERENCE TO CURVE TABLE
○	= CHANGE IN DIRECTION
⌐	= LINE BREAK
PC	= POINT OF CURVATURE
PT	= POINT OF TANGENCY
PCC	= POINT OF COMPOUND CURVATURE
PRC	= POINT REVERSE CURVATURE
PNT	= POINT OF NON-TANGENCY

CURVE TABLE

CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	90.83'	67°40'40"	107.29'	N79°46'29"E	101.16'
C2	288.13'	25°05'55"	126.22'	S85°46'37"E	125.21'
C3	288.13'	8°53'18"	44.70'	N77°13'47"E	44.65'
C4	280.00'	4°44'27"	23.17'	N70°17'11"E	23.16'
C5	220.00'	13°38'27"	52.38'	N74°44'11"E	52.25'
C6	25.00'	90°00'00"	39.27'	S53°26'35"E	35.36'
C7	280.00'	12°52'52"	62.95'	S14°53'02"E	62.82'
C8	223.89'	28°52'15"	112.82'	S41°34'57"E	111.63'
C9	944.63'	9°44'43"	160.67'	N51°08'42"W	160.48'
C10	700.00'	52°12'06"	637.76'	N72°22'24"W	615.93'
C11	280.90'	0°15'46"	1.29'	S81°39'26"W	1.29'

LINE TABLE

LINE TAG	BEARING	DISTANCE
L1	N72°39'24"E	193.01'
L2	N81°33'25"E	232.81'
L3	S08°26'35"E	45.35'
L4	S21°19'28"E	145.92'
L5	S27°00'57"E	67.60'
L6	S81°31'33"W	26.36'



CFB
CLAYTON FREEMAN & BLAKE, INC.
LB 7709
1405 TRUMAN AVENUE
WINTER GARDEN, FL 34787
(407) 905-1004 FAX (407) 905-1005
WWW.CFBLLC.COM

REVISIONS	DATE
ADDED TRACTS 23-24 – DMS	3/21/2022
REVISED TRACT 6; ADDED 4.7.08 AC – DMS	4/13/2022

CLIENT: THE VILLAGES LAND COMPANY, LLC
FIELD WORK DATE: N/A
DRAWING DATE: 07/26/2018
DRAWN BY: DMS
CHECKED BY: JHB

VOID 9/11 AMENDMENT – CHAPTER 163
AREA 1 – LAND USE AMENDMENT NO. 1
TOWNSHIP 20 SOUTH, RANGE 22 EAST
TOWNSHIP 19 SOUTH, RANGE 23 EAST
TOWNSHIP 20 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA

SKETCH OF DESCRIPTION FOR THE VILLAGES LAND COMPANY, LLC

SHEET 36 OF 36

EXHIBIT 2

LAND USE CONVERSION MATRIX

Kimley»Horn

October 30, 2020

Mr. Martin L. Dzuro
The Villages Land Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

RE: ***The Villages of Southern Oaks***
Updated Land Use Conversion Table - Revised October 2020

Dear Martin:

Enclosed with this letter is a revised land use conversion (LUC) table for future use to allow conversion between land uses in The Villages of Southern Oaks development with neutral net trip impact. The revised table has been updated to reflect several new land uses, including those for non-age restricted residential houses and apartments.

The LUC table is based on average PM peak hour trip generation rates in the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 10th Edition*. The table is consistent with previously provided LUC tables for developments within The Villages to allow flexibility in the future as market conditions change.

Below are two example calculations using the LUC table to help understand its application.

> *If the developer would like to develop 200 non-age restricted single-family dwelling units, for example, the developer would need to reduce the number of Villages single-family dwelling units by 565 to remain trip neutral (using the calculation of 1 non-age restricted single-family dwelling unit is equivalent to 0.354 Villages single-family dwelling units, 200 / 0.354 = 564.97, or 565 dwelling units). The conversion would result in equivalent roadway impacts based on the most recent analysis for The Villages of Southern Oaks.*
>
> *If the developer would like to develop 150 non-age restricted single-family dwelling units, for example, the developer would need to reduce the commercial square footage by 38,981 to remain trip neutral (using the calculation of 1,000 square feet of retail is equal to 3.848 non-age restricted single family dwelling units, 150 / 3.848 = 38.981 ksf, or 38,981 square feet). The conversion would result in equivalent roadway impacts based on the most recent analysis for The Villages of Southern Oaks.*

If you have any questions regarding this table or additional calculations, please feel free to contact me.

Sincerely,

Richard R. Barr

Richard R. Barr, AICP
Senior Vice President

Attachment: Land Use Conversion Table, Revised October 2020

Land Use Conversion Table

The Villages of West Lake

Revised October 2020

Land Use Conversion		TO:																		ITE Trip Generation Manual 10th Edition PM Peak Hour Trip Generation		
		Villages Single-Family Residential	Villages Multi-Family Residential	Community Support District - Single Family	Community Support District - Multi-Family (1-2 stories)	Community Support District - Multi-Family (3+ stories)	Congregate Care / Independent Living Facility	Assisted Living Facility	Nursing Home / Skilled Nursing Facility	Hospital	Medical Office	Research & Development Center	Educational (University / College)	General Office	Commercial / Retail	Hotel	Light Industrial	Government Office				
	Units	DU	DU	DU	DU	DU	DU	Beds	Beds	Beds	KSF	KSF	Students	KSF	KSF	Rooms	KSF	KSF	Land use	ITE Code	Trip Generation Rate
FROM: Villages Single-Family Residential	DU	1.000	1.750	0.285	0.500	0.636	1.944	1.346	1.591	0.185	0.101	0.714	2.333	0.304	0.092	0.583	0.556	0.205	Villages Single-Family Residential [1]	N/A	T= 0.35 *(X), *X is # of Dwelling Units*
Villages Multi-Family Residential	DU	0.571	1.000	0.163	0.286	0.364	1.111	0.769	0.909	0.106	0.058	0.408	1.333	0.174	0.052	0.333	0.317	0.117	Villages Multi-Family Residential [1]	N/A	T= 0.20 *(X), *X is # of Dwelling Units*
Community Support District - Single Family	DU	3.514	6.150	1.000	1.757	2.236	6.833	4.731	5.591	0.651	0.355	2.510	8.200	1.070	0.323	2.050	1.952	0.719	Community Support District - Single Family [2]	N/A	T= 1.23 *(X), *X is # of Dwelling Units*
Community Support District - Multi-Family (1-2 stories)	DU	2.000	3.500	0.569	1.000	1.273	3.889	2.692	3.182	0.370	0.202	1.429	4.667	0.609	0.184	1.167	1.111	0.409	Community Support District - Multi-Family (1-2 stories) [2]	N/A	T= 0.70 *(X), *X is # of Dwelling Units*
Community Support District - Multi-Family (3+ stories)	DU	1.571	2.750	0.447	0.786	1.000	3.056	2.115	2.500	0.291	0.159	1.122	3.667	0.478	0.144	0.917	0.873	0.322	Community Support District - Multi-Family (3+ stories) [2]	N/A	T= 0.55 *(X), *X is # of Dwelling Units*
Congregate Care / Independent Living Facility	DU	0.514	0.900	0.146	0.257	0.327	1.000	0.692	0.818	0.095	0.052	0.367	1.200	0.157	0.047	0.300	0.286	0.105	Congregate Care / Independent Living Facility	253	T= 0.18 *(X), *X is # of Dwelling Units*
Assisted Living Facility	Beds	0.743	1.300	0.211	0.371	0.473	1.444	1.000	1.182	0.138	0.075	0.531	1.733	0.226	0.068	0.433	0.413	0.152	Assisted Living Facility	254	T= 0.26 *(X), *X is # of Beds*
Nursing Home / Skilled Nursing Facility	Beds	0.629	1.100	0.179	0.314	0.400	1.222	0.846	1.000	0.116	0.064	0.449	1.467	0.191	0.058	0.367	0.349	0.129	Nursing Home / Skilled Nursing Facility	620	T= 0.22 *(X), *X is # of Beds*
Hospital	Beds	5.400	9.450	1.537	2.700	3.436	10.500	7.269	8.591	1.000	0.546	3.857	12.600	1.643	0.496	3.150	3.000	1.105	Hospital	610	T= 1.89 *(X), *X is # of Beds*
Medical Office	KSF	9.886	17.300	2.813	4.943	6.291	19.222	13.308	15.727	1.831	1.000	7.061	23.067	3.009	0.908	5.767	5.492	2.023	Medical Office	720	T= 3.46 *(X), *X is 1,000 Square Feet*
Research & Development Center	KSF	1.400	2.450	0.398	0.700	0.891	2.722	1.885	2.227	0.259	0.142	1.000	3.267	0.426	0.129	0.817	0.778	0.287	Research & Development Center	760	T= 0.49 *(X), *X is 1,000 Square Feet*
Educational (University / College)	Students	0.429	0.750	0.122	0.214	0.273	0.833	0.577	0.682	0.079	0.043	0.306	1.000	0.130	0.039	0.250	0.238	0.088	Educational (University / College)	550	T= 0.15 *(X), *X is # of Students*
General Office	KSF	3.286	5.750	0.935	1.643	2.091	6.389	4.423	5.227	0.608	0.332	2.347	7.667	1.000	0.302	1.917	1.825	0.673	General Office	710	T= 1.15 *(X), *X is 1,000 Square Feet*
Commercial / Retail	KSF	10.886	19.050	3.098	5.443	6.927	21.167	14.654	17.318	2.016	1.101	7.776	25.400	3.313	1.000	6.350	6.048	2.228	Commercial / Retail	820	T= 3.81 *(X), *X is 1,000 Square Feet*
Hotel	Rooms	1.714	3.000	0.488	0.857	1.091	3.333	2.308	2.727	0.317	0.173	1.224	4.000	0.522	0.157	1.000	0.952	0.351	Hotel	310	T= 0.60 *(X), *X is # of Rooms*
Light Industrial	KSF	1.800	3.150	0.512	0.900	1.145	3.500	2.423	2.864	0.333	0.182	1.286	4.200	0.548	0.165	1.050	1.000	0.368	Light Industrial	110	T= 0.63 *(X), *X is 1,000 Square Feet*
Government Office	KSF	4.886	8.550	1.390	2.443	3.109	9.500	6.577	7.773	0.905	0.494	3.490	11.400	1.487	0.449	2.850	2.714	1.000	Government Office	730	T= 1.71 *(X), *X is 1,000 Square Feet*

[1] Source: Villages O-D Survey

[2] The Villages Community Support District (CSD) Adjusted Rate

EXHIBIT 3

AREA A LOCATION MAP

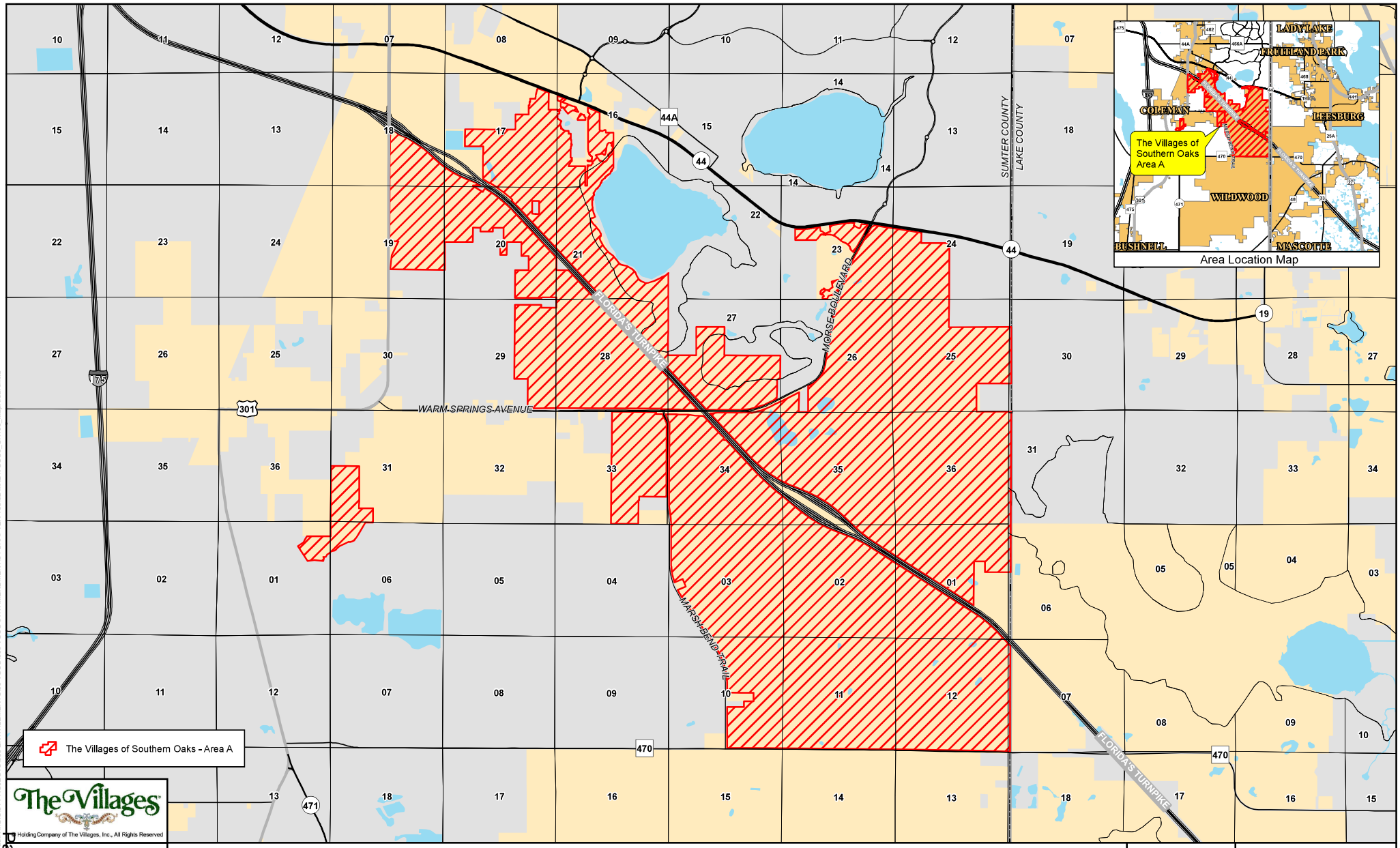

The Villages of Southern Oaks - Area A
WARM SPRINGS AVENUE
FLORIDA'S TURNPIKE
MORSE BOULEVARD
MARSH BEND TRAIL
SUMTER COUNTY
LAKE COUNTY
Area Location Map
LADY LAKE
FRUITLAND PARK
COLEMAN
LEESBURG
WILDWOOD
BUSHNELL
MASCOTTE
The Villages of Southern Oaks Area A
The Villages
Holding Company of The Villages, Inc., All Rights Reserved
CFB
Section Boundary
City Limit
Water
Location Map - Area A
1 inch = 4,000 feet
Date: 4/18/2022
N
The Villages of Southern Oaks
Chapter 163

EXHIBIT 4

PERMITTED USES

PERMITTED USES IN VILLAGES OF SOUTHERN OAKS

1. **PURSUANT TO FUTURE LAND USE POLICY 1.1.2:**

    a. RESIDENTIAL – SINGLE FAMILY DETACHED, SINGLE FAMILY ATTACHED AND MULTI-FAMILY
    b. NON-RESIDENTIAL – COMMERCIAL, OFFICE (GENERAL AND MEDICAL), ASSISTED LIVING FACILITY, INDEPENDENT LIVING FACILITY, MEMORY CARE, HOSPICE, CCRC, SKILLED NURSING FACILITY, HOTEL, HOSPITAL, RECREATION, GOLF COURSE, GOVERNMENT, INSTITUTIONAL, CIVIC, WASTEWATER AND WATER TREATMENT PLANTS, WELL SITES AND OTHER SIMILAR USES.

2. **PURSUANT TO FUTURE LAND USE ELEMENT POLICY 1.1.22:**

    a. RESIDENTIAL (AGE RESTRICTED AND NON-AGE RESTRICTED)
    b. COMMERCIAL INCLUDING BUT NOT LIMITED TO RETAIL, OFFICE, HOTEL, CONVENTION/PERFORMING ARTS CENTER AND THEATER, ASSISTED LIVING FACILITY, SKILLED NURSING FACILITY, MEMORY CARE FACILITY
    c. INSTITUTIONAL/EDUCATIONAL/GOVERNMENTAL INCLUDING BUT NOT LIMITED TO COMMUNITY FACILITIES, RECREATION, GOLF COURSE AND MULTI-USE TRAILS
    d. MEDICAL CAMPUS INCLUDING BUT NOT LIMITED TO HOSPITAL, CLINIC, PROFESSIONAL OFFICES, PHARMACY, ASSISTED LIVING FACILITY/SKILLED NURSING FACILITY, HOSPICE AND CCRC FACILITIES

3. **PURSUANT TO FUTURE LAND USE ELEMENT POLICY 1.1.23:**

    a. RESIDENTIAL (AGE RESTRICTED AND NON-AGE RESTRICTED), OFFICE, COMMERCIAL/RETAIL, HOTEL, MEDICAL, RESEARCH AND DEVELOPMENT, LIGHT INDUSTRIAL, INSTITUTIONAL, EDUCATION, RECREATION, URBAN AGRICULTURE, RECREATIONAL VEHICLE DEVELOPMENT AND OTHER SIMILAR USES AS WELL AS SUPPORTING INFRASTRUCTURE (E.G. ROADS, WATER, SEWER, ETC.)
    b. AGRICULTURAL USES PERMITTED IN THE CITY'S AGRICULTURAL LAND USE AND ZONING. PERMITTED USES MAY INCLUDE BUT ARE NOT LIMITED TO SILVACULTURAL, FARMING AND ANIMAL HUSBANDRY.
    c. MINING (SEE SECTION III(A)3) CONTAINED WITHIN THIS AGREEMENT).

4. **TABLE 3-6 OF THE CITY OF WILDWOOD LAND DEVELOPMENT REGULATIONS WHICH LISTS THE PERMITTED USES AND THOSE ALLOWED BY SPECIAL EXCEPTION ONLY (SEE ATTACHED TABLE).**

5. **TOWERS AND WIRELESS COMMUNICATION SERVICES (SEE SECTION III.(A)4. CONTAINED WITHIN THIS AGREEMENT).**

EXHIBIT 5

RESERVED

EXHIBIT 6

KIMLEY-HORN & ASSOCIATES TRAFFIC ANALYSIS

TRAFFIC IMPACT ANALYSIS

Sixth Amendment to The Villages of Southern Oaks

CITY OF WILDWOOD
CHAPTER 163 DEVELOPMENT AGREEMENT ANALYSIS

Prepared for:

The Villages Land Company, LLC

DECEMBER 2019

Prepared by:

Kimley»Horn

TABLE OF CONTENTS

Introduction 1
Land Uses *1*
Cumulative Approved Future Land Use 1
Development Agreement Land Uses 1
Analysis Overview *2*
Existing Conditions 4
Planned and Programmed Improvements *4*
The Villages of Southern Oaks Traffic 6
Proposed Land Uses *6*
Future Total (Build 2040) Land Use 6
Trip Generation *7*
Internal/External Split 8
Trip Distribution and Assignment *8*
Future Conditions 11
Future Background (2040) Traffic *11*
Future Total (2040) Traffic *12*
Conclusion *12*
Appendices ..... Following Page 14
Appendix A: Regionally Significant Road Construction Agreement between Sumter County and The Villages Companies – July 10, 2018
Appendix B: TIA for The Villages of Southern Oaks Sixth Comprehensive Plan Amendment (CPA)
Appendix C: 2005 Origin-Destination Survey
Appendix D: 2008 Origin-Destination Survey
Appendix E: Background Growth Rate Determination

LIST OF FIGURES

Figure 1: Project Location and 2040 Assumed Network 3
Figure 2: 2040 Project Percent Trip Distribution and Study Area 9
Figure 3: 2040 Project PM Peak Hour Volumes 10
Figure 4: 2040 PM Peak Hour Total Volumes 14

LIST OF TABLES

Table 1: Existing Conditions Analysis 5
Table 2: Future Total (2040) Trip Generation Summary 7
Table 3: 2040 Future Conditions Analysis 13

INTRODUCTION

This Traffic Impact Analysis (TIA) is in support of The Villages of Southern Oaks Chapter 163 Development Agreement in the City of Wildwood, Florida. The agreement is to support the Comprehensive Plan Amendment (CPA) for the Sixth Amendment development areas designated as Age-Restricted Development (ARD), which limits the land use to an age-restricted community like The Villages.

The ARD designation will allow for a mix of land uses including residential units, commercial/retail land uses, and office/government land uses. This new development is a continuation of the existing Villages community, which is age-restricted and uniquely characterized by mixed land uses, an abundance of on-site amenities and social/recreational opportunities, and superior travel connectivity for various travel modes throughout the community.

This analysis will forecast traffic impacts for The Villages of Southern Oaks buildout (future total) conditions in Year 2040. **Figure 1** depicts the project location of the Sixth Amendment development areas, along with the previously approved Villages of Southern Oaks areas, and the assumed future (2040) roadway network which includes planned roadways adopted in the Regionally Significant Road Construction Agreement between Sumter County and The Villages Companies. The Regionally Significant Road Construction Agreement dated July 10, 2018, is included in **Appendix A**.

The TIA provided herein is based upon the same procedures established in the approved methodology for the previous Villages of Southern Oaks TIAs. Additionally, the most recent TIA guidelines published by Sumter County and by the City of Wildwood were referenced in developing the TIA, and the methodology used is consistent with previous TIAs conducted for The Villages developments.

Land Uses

Cumulative Approved Future Land Use

A transportation analysis for The Villages of Southern Oaks Sixth Amendment CPA, dated November 7, 2019, was submitted to the City of Wildwood and is included in **Appendix B**. It documents the cumulative allowable land uses for The Villages of Southern Oaks (including the Sixth Amendment development area), as follows:

- 60,449 residential dwelling units
- 1,529,000 square feet of office/governmental use
- 12,278,000 square feet of commercial use

This maximum proposed CPA land use is consistent with the proposed land uses for The Villages of Southern Oaks Chapter 163 Development Agreement areas to be developed by Year 2040.

Development Agreement Land Uses

Due to the size and evolution of development plans for The Villages of Southern Oaks, portions of the development areas have been divided into areas, with each area having a separate Chapter 163 Development Agreement with the City. These development agreement areas are displayed on **Figure 1**. Land uses planned for each of the Villages of Southern Oaks development agreement areas (A, B, and C) are organized as follows:

Area A:

- 25,845 residential dwelling units
- 32,000 square feet of office/governmental use
- 2,504,000 square feet of commercial use

Area B:

- 18,413 residential dwelling units
- 110,000 square feet of office/governmental use
- 2,315,000 square feet of commercial use

Area C:

- 16,191 residential dwelling units
- 80,000 square feet of office/governmental use
- 2,959,000 square feet of commercial use

Cumulatively, the following land uses are being planned for The Villages of Southern Oaks by Year 2040 and were analyzed within this TIA:

- 60,449 residential dwelling units
- 222,000 square feet of office/governmental use
- 7,778,000 square feet of commercial use

Analysis Overview

The purpose of this TIA is to provide an assessment for existing traffic conditions and to project and analyze potential traffic impacts for the Year 2040 buildout.

Aligned with this purpose, weekday PM peak hour traffic conditions were evaluated for conditions in existing, future background (no-build, 2040), and future total (build, 2040) scenarios. The assumptions for each scenario are outlined in the corresponding section.

The Central Florida Regional Planning Model (CFRPMv6), version 6.1, in the Florida Standard Urban Transportation Model Structure (FSUTMS), has been utilized in the analysis. This model is the standard transportation model developed and maintained by the Florida Department of Transportation (FDOT), District Five for Sumter County, Lake County, and adjacent counties in Central Florida. The model contains the most up-to-date network and zonal data outside The Villages of Southern Oaks development area and detailed traffic analysis zone (TAZ) information pertinent to the development areas within the community. Further details of the use of the CFRPM and adjustments made will be discussed later in this analysis.

Residential origin-destination (O-D) surveys for The Villages have been previously conducted. At that time, the methodology and survey forms used were reviewed by local agencies and approved for application in future analyses of The Villages developments. The results of the O-D surveys provided data related to travel characteristics of trips being made by The Villages residents. Residential survey results used in this TIA will be discussed further in appropriate sections of this report. An executive summary of the residential O-D survey analysis results is included in **Appendix C**.

Additionally, a non-residential O-D survey for The Villages was previously conducted. At that time, the methodology was reviewed by FDOT District Five. The results of this survey provided data related to trip characteristics for trips originating from or destined to retail and office uses in The Villages. An executive summary of the non-residential O-D survey analysis results is included in **Appendix D**.

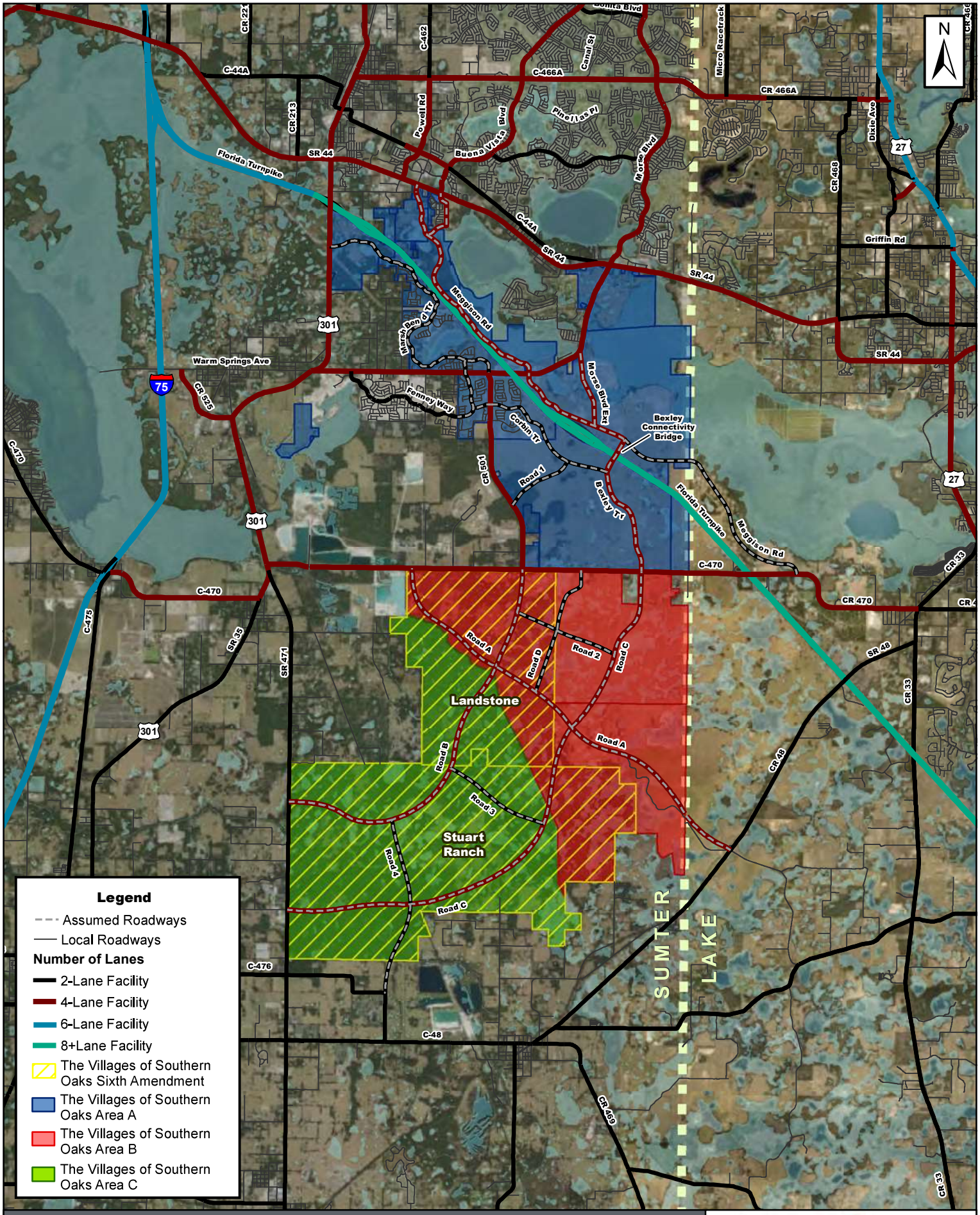


FIGURE 1: PROJECT LOCATION & 2040 ASSUMED NETWORK

Kimley»Horn

© 2019 Kimley-Horn and Associates, Inc.

December 2019

0 5,000 10,000 Ft

Roadways are approximate and not to scale

The Villages

EXISTING CONDITIONS

The Villages of Southern Oaks development areas are adjacent to SR 48, CR 468, SR 44, US 301, CR 501, C-470, and SR 471 in Sumter County. Other nearby facilities include Interstate 75 and Florida Turnpike.

Table 1 presents existing roadway network conditions with assumed capacity improvements, including roadway characteristics and the most recently available traffic counts from the FDOT and Sumter County for study area roadway segments. An analysis of existing roadway segments within The Villages of Southern Oaks study area is provided by comparing existing PM hour directional traffic counts to maximum generalized service volumes associated with adopted level of service (LOS) standards. Roadway segments included in the analysis are all segments studied in previous approved The Villages of Southern Oaks studies. The study area was limited to local government facilities in and around the City of Wildwood within Sumter County.

Planned and Programmed Improvements

Throughout the study area roadway network surrounding The Villages of Southern Oaks development area, operational and capacity improvements are programmed in the cost feasible plan of the Lake-Sumter Metropolitan Planning Organization (MPO) and by local governments.

Sumter County is committed to widen CR 468, from US 301 to SR 44, to four lanes. CR 468 has already been widened from two lanes to four lanes between CR 505 and SR 44. West of there, construction is underway to widen CR 468 from two lanes to four lanes between US 301 and CR 505 (2019 completion). This analysis assumes improvements to CR 468 in the future roadway network.

A preliminary engineering study has been conducted for CR 501 between C-470 and CR 468; the recommended alternative from the study was to widen CR 501 from two lanes to four lanes. CR 501, for approximatively one mile south of CR 468, is currently under construction to widen from two to four lanes. This analysis assumes improvements to CR 501 in the future roadway network.

The Florida Turnpike, which bisects The Villages of Southern Oaks development area, has funding for design for widening projects in Lake and Sumter Counties from four lanes to eight lanes. Consistent with these Turnpike improvements, this analysis assumes improvements to the Turnpike in the future roadway network.

US 301 is the subject of a project development and environment (PD&E) study and is programmed for construction in the Lake-Sumter MPO Long Range Transportation Plan (LRTP). The limits of the US 301 study segment are C-470W in the south and SR 44 in the north. This analysis assumes improvements to US 301 in the future roadway network.

C-470 will undergo a jurisdictional transfer from a County facility to a FDOT facility. In addition, the widening of C-470, from US 301 to US 27, is included in the Lake-Sumter MPO 2040 Cost Feasible Plan and is currently in the PD&E phase. This analysis assumes improvements to C-470 in the future roadway network.

The extension of Meggison Road from SR 44 to C-470 (previously known as the Buena Vista Boulevard extension) is planned as part of The Villages development plans to also support regional traffic. This analysis assumes the extension of Meggison Road concurrent with The Villages of Southern Oaks development. Four lanes are currently being planned for the new roadway from SR 44 to the Bexley Connectivity Bridge, and two lanes from the Bexley Connectivity Bridge to C-470.

In addition to the assumptions above, the City of Wildwood envisions a connected roadway network south of C-470 as shown on **Figure 1**. Consistent with the City's vision, this analysis assumes these new facilities in the assumed future (2040) roadway network.

Table 1: Existing Conditions Analysis

Roadway		Adopted LOS Standard	# Lanes Committed / Assumed	PM PHPD Max. Service Volume	Existing PM PHPD Analysis							
From	To				Count Year	AADT	K Factor	D Factor	Pk Dir	NB/EB	SB/WB	Deficient?
WARM SPRINGS AV / CR 468												
[1,2] US 301 / SR 35	CR 513	D	4	1,860	2019	10,393	0.09	0.51	W	438	452	No
[1,2] CR 513	FENNEY WAY	D	4	1,860	2019	9,844	0.09	0.54	W	419	495	No
[1,2] FENNEY WAY	CR 501	D	4	1,860	2019	9,844	0.09	0.54	W	419	495	No
[1,2] CR 501	SR 91 / FLORIDA TURNPIKE	D	4	1,860	2019	10,996	0.09	0.51	E	501	473	No
[1,2] SR 91 / FLORIDA TURNPIKE	MEGGISON RD EXTENSION	D	4	1,860	2019	13,344	0.09	0.53	E	639	573	No
[1,2] MEGGISON RD EXTENSION	NORTH CARTER ACCESS	D	4	1,860	2019	13,344	0.09	0.53	E	639	573	No
[1,2] NORTH CARTER ACCESS	SANDALWOOD DR	D	4	1,860	2019	13,344	0.09	0.53	E	639	573	No
[1,2] SANDALWOOD DR	SR 44	D	4	1,860	2019	13,344	0.09	0.53	E	639	573	No
MORSE BLVD												
[2] C-466A	SR 44	D	4	1,860	2019	16,307	0.10	0.53	S	752	836	No
CR 501												
[1] WARM SPRINGS AV	BIGHAM NORTH ACCESS	D	4	1,467	2019	6,291	0.09	0.57	N	338	254	No
[1] BIGHAM NORTH ACCESS	BIGHAM SOUTH ACCESS	D	4	1,467	2019	6,291	0.09	0.57	N	338	254	No
[1] BIGHAM SOUTH ACCESS	CR 500	D	4	1,467	2019	6,291	0.09	0.57	N	338	254	No
[1] CR 500	C-470E	D	4	1,467	2015	2,581	0.09	0.55	N	128	105	No
CR 470												
[1] US 301 / SR 35	NE 50TH WAY	D	4	2,000	2017	7,740	0.09	0.55	W	313	383	No
[1] NE 50TH WAY	CR 501	D	4	2,000	2019	9,939	0.08	0.56	W	345	443	No
[1] CR 501	LAKE COUNTY LINE	D	4	2,000	2019	10,669	0.09	0.55	W	407	504	No
CR 48												
C-476	CR 567	D	2	666	2019	7,150	0.10	0.54	W	317	370	No
CR 567	CR 569 / NORTH AV	D	2	792	2019	6,051	0.09	0.54	W	253	294	No
CR 569 / NORTH AV	LAKE COUNTY LINE	D	2	792	2017	5,965	0.09	0.55	W	242	295	No
C-476												
C-476A / JASPER ST	SR 471	D	2	675	2017	2,595	0.09	0.55	E	128	105	No
MEGGISON RD EXTENSION												
[1,2] SR 44	CR 468	D	4	1,860			0.09	0.55	S	-	-	No
[1,2] CR 468	TURNPIKE OVERPASS	D	4	1,860			0.09	0.55	S	-	-	No
[1,2] TURNPIKE OVERPASS	C-470	D	2	880			0.09	0.55	N	-	-	No
MORSE BLVD EXTENSION												
[1] WARM SPRINGS AV	MEGGISON RD	D	4	1,860			0.09	0.55	S	-	-	No
MARSH BEND TRL												
[1] US 301	CORBIN TRL	D	2	880			0.09	0.55	N	-	-	No
[1] CORBIN TRL	CR 501	D	2	880			0.09	0.55	N	-	-	No
FENNEY WAY												
[1] WARM SPRINGS AV	CORBIN TRL	D	2	880			0.09	0.55	W	-	-	No
CORBIN TRL							0.09	0.55				
[1] MARSH BEND TRL	WARM SPRINGS AV	D	2	880			0.09	0.55	S	-	-	No
[1] WARM SPRINGS AV	FENNEY WAY	D	2	880			0.09	0.55	S	-	-	No
[1] FENNEY WAY	CR 501	D	2	880			0.09	0.55	N	-	-	No
[1] CR 501	ROAD C	D	2	880			0.09	0.55	S	-	-	No
BEXLEY CONNECTIVITY BRIDGE (TURNPIKE OVERPASS)												
[1] MEGGISON RD	CORBIN TRL	D	4	1,860			0.09	0.55	N	-	-	No
BEXLEY TRL												
[1] BRIDGE	C-470	D	4	1,860			0.09	0.55	N	-	-	No
ROAD A												
[1] C-470	ROAD B	D	4	1,860			0.09	0.55	E	-	-	No
[1] ROAD B	ROAD C	D	4	1,860			0.09	0.55	E	-	-	No
[1] ROAD C	CR 48	D	4	1,860			0.09	0.55	E	-	-	No
ROAD B												
[1] C-470	ROAD A	D	4	1,860			0.09	0.55	S	-	-	No
[1] ROAD A	ROAD 3	D	4	1,860			0.09	0.55	S	-	-	No
[1] ROAD 3	ROAD 4	D	4	1,860			0.09	0.55	S	-	-	No
[1] ROAD 4	SR 471	D	4	1,860			0.09	0.55	S	-	-	No
ROAD C												
[1] C-470	ROAD 2	D	4	1,860			0.09	0.55	S	-	-	No
[1] ROAD 2	ROAD A	D	4	1,860			0.09	0.55	S	-	-	No
[1] ROAD A	ROAD 3	D	4	1,860			0.09	0.55	S	-	-	No
[1] ROAD 3	ROAD 4	D	4	1,860			0.09	0.55	S	-	-	No
[1] ROAD 4	SR 471	D	4	1,860			0.09	0.55	S	-	-	No
ROAD D												
[1] C-470	ROAD A	D	2	880			0.09	0.55	N	-	-	No

Notes: [1] Committed / Assumed / LRTP Improvement

[2] Link capacity based on report FHWA-RD-00-67 for corridors with roundabout control through Villages access corridors.

THE VILLAGES OF SOUTHERN OAKS TRAFFIC

This analysis quantifies the impacts of The Villages of Southern Oaks (including the Sixth Amendment development area) on the assumed future (2040) roadway network. To assess the potential impacts, the analysis includes the estimated number of trips that the proposed development is expected to generate; an estimation of the split between those expected to remain internal to The Villages of Southern Oaks and existing The Villages and those expected to travel to and from areas external to The Villages community; and the expected directional distribution and assignment of project trips to the surrounding roadway network.

Proposed Land Uses

The land use densities currently envisioned by Year 2040 for The Villages of Southern Oaks are listed below.

Future Total (Build 2040) Land Use

The cumulative future total (2040) proposed land uses for The Villages of Southern Oaks (including the Sixth Amendment development area) is shown below:

- 60,449 residential dwelling units
- 222,000 square feet of office/governmental use
- 7,778,000 square feet of commercial use

Trip Generation

For each district of The Villages of Southern Oaks development area, trip generation is based on the measured rate for age-restricted residential dwelling units in The Villages, which was determined in the approved Origin-Destination (O-D) survey conducted in prior developments. Including both home-based and non-home-based trips, The Villages measured PM peak hour residential trip generation rate for vehicular travel is 0.35 trips per dwelling unit. Consistent with previous methodologies, trip generation rates and equations from the latest edition of the Institute of Transportation Engineer's (ITE) *Trip Generation Manual* are used to estimate trip generation for each non-residential use. A 19.5% golf cart trip reduction was applied for non-residential (office/government and commercial) trips per O-D data.

A summary of the future total (2040) estimated trip generation for uses for The Villages of Southern Oaks (including the Sixth Amendment development area) is provided in **Table 2**.

Table 2: Future Total (2040) Trip Generation Summary

	Land Use	ITE LUC	Size	Units	Trip Rate	PM Peak Hour Trip Generation				
						Total	In		Out	
PM Peak Hour	**Area A**									
	Villages Residential[1]	-	**25,845**	DU	0.35	9,046	63%	5,699	37%	3,347
	Office/Government[2]	710	**32**	KSF	1.21	39	16%	6	84%	33
	Commercial[2]	820	**2,504**	KSF	2.35	5,884	48%	2,824	52%	3,060
	VOSO A Trips					**14,969**	**8,529**		**6,440**	
	Area B									
	Villages Residential[1]	-	**18,413**	DU	0.35	6,445	63%	4,060	37%	2,385
	Office/Government[2]	710	**110**	KSF	1.13	124	16%	20	84%	104
	Commercial[2]	820	**2,315**	KSF	2.40	5,556	48%	2,667	52%	2,889
	VOSO B Trips					**12,125**	**6,747**		**5,378**	
	Area C									
	Villages Residential[1]	-	**16,191**	DU	0.35	5,667	63%	3,570	37%	2,097
	Office/Government[2]	710	**80**	KSF	1.15	92	16%	15	84%	77
	Commercial[2]	820	**2,959**	KSF	2.25	6,658	48%	3,196	52%	3,462
	VOSO C Trips					**12,417**	**6,781**		**5,636**	
	TOTAL									
	Villages Residential[1]	-	**60,449**	DU	-	21,158	13,329		7,829	
	Office/Government[2]	710	**222**	KSF	-	255	41		214	
	Commercial[2]	820	**7,778**	KSF	-	18,098	8,687		9,411	
	Total Generated Trips					**39,511**	**22,057**		**17,454**	
	Non-Residential Golf Cart Trip Reduction	19.5%				3,579	1,702		1,877	
	Net New External Trips					**35,932**	**20,355**		**15,577**	

Notes: [1] Vehicle trip rate for Villages Residential based on O-D survey

[2] Vehicle trip rate for non-residential uses based on fitted equation per procedures published in ITE Trip Generation Handbook, 10th Edition

Internal/External Split

Internal capture rates, based on the approved Villages O-D surveys, are utilized in this analysis to quantify the interrelationship between land uses within The Villages community. The measured Villages internal capture rate for residential trips is 74.8 percent for all modes of travel and 63.9 percent for automobiles. The Villages internal capture rate for non-residential trips is 75.4 percent for all modes of transportation and 69.7 percent for automobiles only. The high internalization of trips is consistent with large communities and especially true for The Villages due to the mixed uses and abundance of on-site amenities. Shorter trip lengths are also a characteristic of the retirement population and are reflected in past studies and analyses for The Villages, both because of convenience and because of a connected network for alternative travel modes.

The internal/external split of The Villages project trips was simulated in the CFRPMv6.1 FDOT, District Five modeling run by factoring the O-D trip table to the O-D survey splits prior to the trip assignment process. Specifically, the unadjusted trip tables generated by the model were factored to simulate 65% trip capture within The Villages zones located both north and south of SR 44.

Trip Distribution and Assignment

Trip distribution of uses for The Villages of Southern Oaks (including the Sixth Amendment development area) project trips is based on the adopted CFRPMv6.1 with a more detailed traffic analysis zone (TAZ) structure for The Villages. Consistent with previous CPAs and TIAs conducted for The Villages community, results from the modeled O-D trip table was factored to account for observed trip generation and trip capture behavior from O-D surveys. **Figure 2** displays The Villages of Southern Oaks (including the Sixth Amendment development area) 2040 project percent trip distribution on the study area roadway network based on the CFRPM model run for the corresponding conditions.

Model documentation and electronic files will be provided to review agencies upon request, including a description of O-D trip table factoring for The Villages trips to simulate the anticipated internal/external split of project trips from the previous O-D surveys. **Figure 3** displays The Villages of Southern Oaks (including the Sixth Amendment development area) 2040 project trips expected on the study area roadway segments.

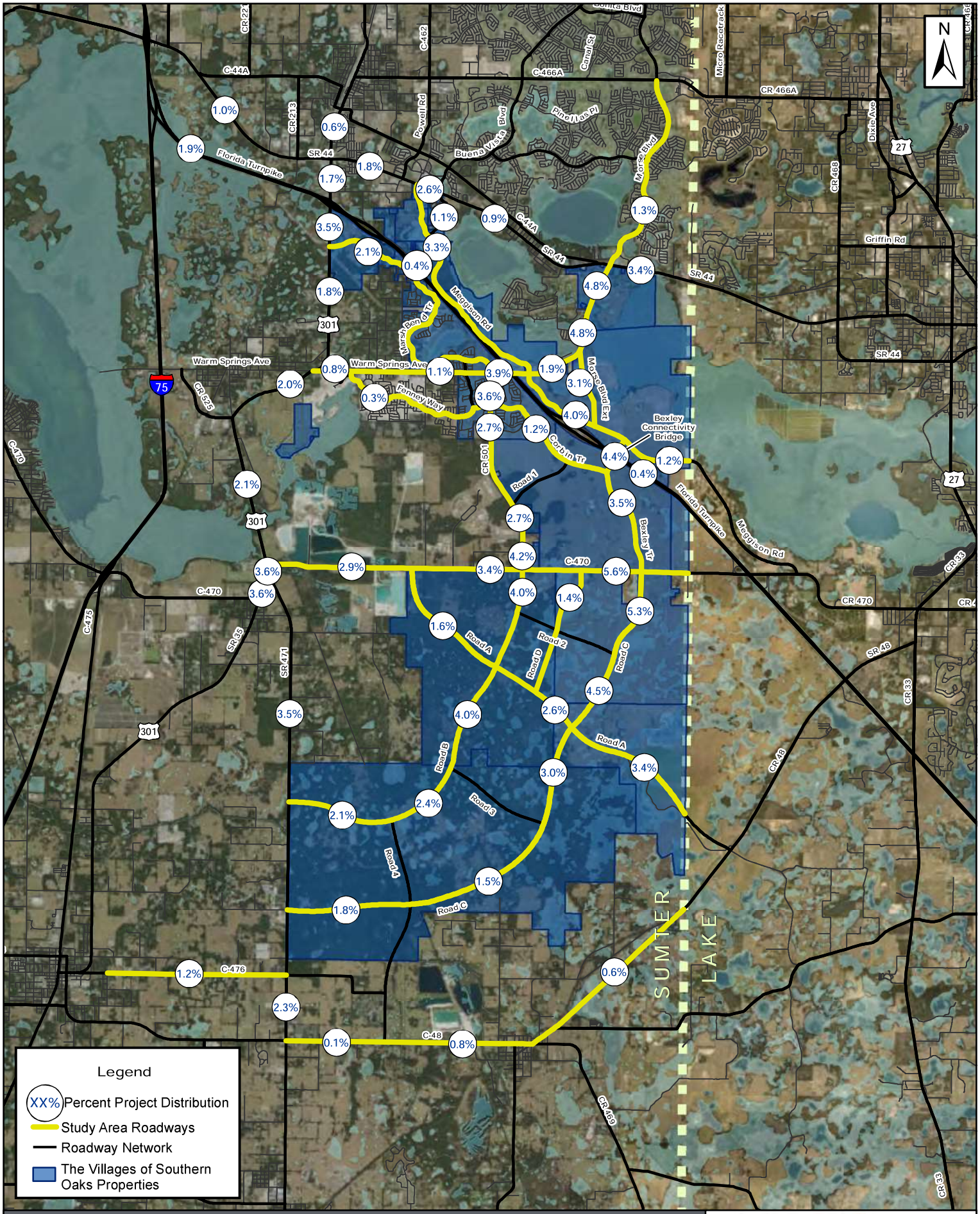


FIGURE 2: 2040 PERCENT TRIP DISTRIBUTION & STUDY AREA

Kimley»Horn

© 2019 Kimley-Horn and Associates, Inc.

December 2019

0 5,000 10,000 Ft

Roadways are approximate and not to scale

The Villages

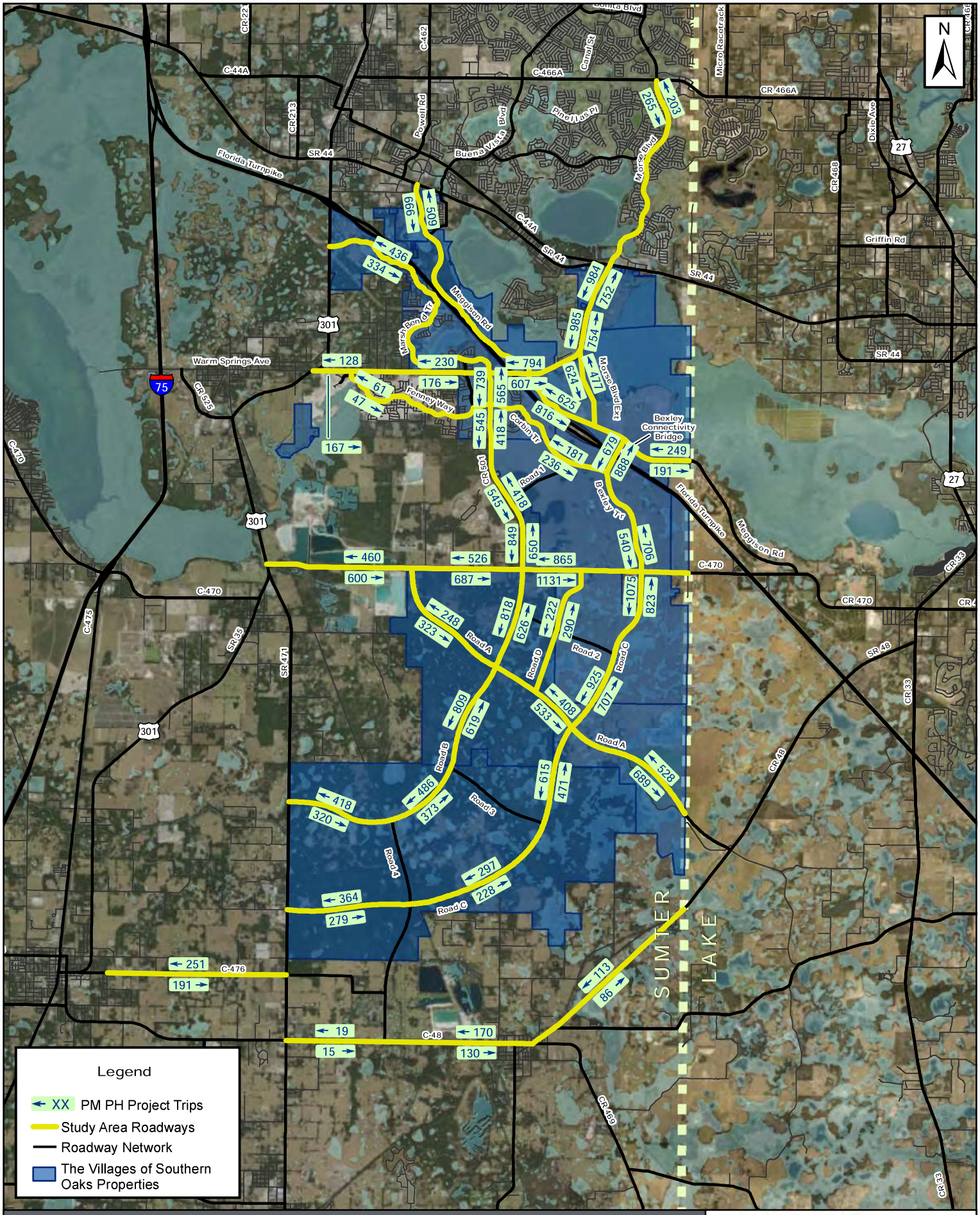


FIGURE 3: 2040 PROJECT PM PEAK HOUR VOLUMES

Kimley»Horn

© 2019 Kimley-Horn and Associates, Inc.

December 2019

0 5,000 10,000 Ft

Roadways are approximate and not to scale

The Villages

FUTURE CONDITIONS

Future traffic volumes include both the project-generated traffic and the projected background traffic on the assumed future (2040) roadway network. Background traffic is expected from area growth not including The Villages of Southern Oaks development. Background traffic also accounts for future shifting of non-project trips to future roadways.

Future Background (2040) Traffic

Three sources were referenced to determine reasonable background traffic growth for future conditions analyses: historical traffic trends, travel demand model traffic growth projections, and projected regional population growth.

Historical AADT volumes from FDOT's most recent Florida Traffic Information (FTI) 2017 website were reviewed for the FDOT study area roadways. Linear regression was applied to AADT volumes from 2013 to 2017 to determine the historical growth rate on each roadway segment. Historical AADT volumes from Lake-Sumter MPO's 2017 Annual Traffic Counts were reviewed for county study area roadways. Linear regression was applied to AADT volumes from 2013 to 2017 to determine the historical growth rate on each roadway segment.

Due to the expansion of Meggison Road from SR 44 to CR 470, some background traffic is expected to shift to the future facility from other parallel facilities. Additionally, new roads envisioned in the City of Wildwood's LRTP are also expected to carry future traffic which shifts from existing facilities. This shifting of traffic is not accounted for in the historical trend projections. Additionally, the historical trends projections may not accurately reflect traffic volumes from the previously-approved communities within The Villages. Therefore, background traffic growth indicated in CFRPMv6 model runs was also reviewed to evaluate the expected growth rate on roadways within The Villages of Southern Oaks study area. Long-term annualized model volume growth rates were determined between the Year 2017 No-Build scenario (no previously-approved Villages Community south of SR 44 or The Villages of Southern Oaks development and no Meggison Road extension) and the background volume in the 2040 Build scenario (with previously-approved Villages Community south of SR 44 and The Villages of Southern Oaks development, with full Meggison Road extension and the cost feasible network).

The University of Florida's Bureau of Economic and Business Research (BEBR) analyzes population growth trends in counties throughout the state, along with other statistical metrics. According to the most recent BEBR population projections, population growth in the area is expected to range between 0.19% and 5.15% annually between 2017 and 2045. In an effort to determine a reasonable background growth rate for the study area, the medium BEBR growth rates for Lake County and Marion County were averaged. The Sumter County growth rates were excluded from consideration of regional background growth because they include The Villages development; applying these growth rates to the background traffic projections would have resulted in redundancy when project trips were added to the network. The averaged BEBR medium projection for Lake County and Sumter County is used to verify reasonableness of growth rates.

Once growth rates from the three methodologies were compared for each of the roadway segments, they were compared to the calculated growth rate from peak hour buildout volumes forecasted in the most recent, previously approved The Villages of Southern Oaks TIA. A reasonable rate was then selected to project background traffic for the future background (2040) analysis. A summary of the background growth rate data for each condition is included in **Appendix E**.

Table 3 shows future background (2040) traffic PM peak hour directional analysis for roadway segments within The Villages of Southern Oaks study area.

Future Total (2040) Traffic

As also shown in **Table 3**, future total (2040) traffic is calculated by adding The Villages of Southern Oaks (including the Sixth Amendment development area) traffic to the projected future background (2040) traffic volumes on each study area roadway segment. **Figure 4** depicts the 2040 PM peak hour total vehicle volumes on the assumed future (2040) roadway network.

Conclusion

The Villages of Southern Oaks future total (2040) traffic analysis shows that the projected traffic associated with the current proposed development program is not expected to adversely impact any study area roadway segments which are not already planned for improvements. New planned facilities in the study area are projected to provide local and regional access for the planned Villages growth while also providing additional capacity and connectivity for background traffic in the area. Partnerships and monitoring of the impacts of development will continue to occur to identify actual roadway needs in the future.

Table 3: 2040 Future Conditions Analysis

Roadway		Adopted LOS Standard	# Lanes Committed / Assumed	PM PHPD Max. Service Volume	Background PM PHPD Analysis				Project PM PHPD Analysis				Total PM PHPD Analysis		
						Year = 2040			IN = 20,355		OUT = 15,577				
From	To				Annual Growth Rate	NB/EB	SB/WB	Deficient?	Trip Distrib	Proj Pk Dir	NB/EB	SB/WB	NB/EB	SB/WB	Deficient?
WARM SPRINGS AV / CR 468															
[1, 2] US 301 / SR 35	CR 513	D	4	1,860	3.87%	794	820	No	0.82%	E	167	128	961	948	No
[1, 2] CR 513	FENNEY WAY	D	4	1,860	1.48%	549	649	No	1.13%	W	176	230	725	879	No
[1, 2] FENNEY WAY	CR 501	D	4	1,860	1.59%	559	660	No	0.68%	W	105	138	664	798	No
[1, 2] CR 501	SR 91 / FLORIDA TURNPIKE	D	4	1,860	1.48%	657	620	No	3.90%	W	607	794	1,264	1,414	No
[1, 2] SR 91 / FLORIDA TURNPIKE	MEGGISON RD EXTENSION	D	4	1,860	1.48%	838	751	No	3.90%	W	607	793	1,445	1,544	No
[1, 2] MEGGISON RD EXTENSION	NORTH CARTER ACCESS	D	4	1,860	1.48%	838	751	No	1.95%	W	304	396	1,142	1,147	No
[1, 2] NORTH CARTER ACCESS	SANDALWOOD DR	D	4	1,860	2.05%	914	819	No	4.84%	W	754	985	1,668	1,804	No
[1, 2] SANDALWOOD DR	SR 44	D	4	1,860	2.17%	930	834	No	4.83%	W	752	984	1,682	1,818	No
MORSE BLVD															
[2] C-466A	SR 44	D	4	1,860	1.48%	986	1,096	No	1.30%	S	203	265	1,189	1,361	No
CR 501															
[1] WARM SPRINGS AV	BIGHAM NORTH ACCESS	D	4	1,467	1.48%	443	333	No	3.63%	S	565	739	1,008	1,072	No
[1] BIGHAM NORTH ACCESS	BIGHAM SOUTH ACCESS	D	4	1,467	1.48%	443	333	No	2.68%	S	418	545	861	878	No
[1] BIGHAM SOUTH ACCESS	CR 500	D	4	1,467	1.48%	443	333	No	2.68%	S	418	545	861	878	No
[1] CR 500	C-470E	D	4	1,467	1.48%	175	143	No	4.17%	S	650	849	825	992	No
CR 470															
[1] US 301 / SR 35	NE 50TH WAY	D	4	2,000	1.48%	420	514	No	2.95%	E	600	460	1,020	974	No
[1] NE 50TH WAY	CR 501	D	4	2,000	1.48%	452	581	No	3.38%	E	687	526	1,139	1,107	No
[1] CR 501	LAKE COUNTY LINE	D	4	2,000	1.48%	533	661	No	5.56%	E	1,131	865	1,664	1,526	No
CR 48															
C-476	CR 567	D	2	666	1.48%	416	485	No	0.09%	W	15	19	431	504	No
CR 567	CR 569 / NORTH AV	D	2	792	1.48%	332	385	No	0.83%	W	130	170	462	555	No
CR 569 / NORTH AV	LAKE COUNTY LINE	D	2	792	1.48%	324	396	No	0.55%	W	86	113	410	509	No
C-476															
C-476A / JASPER ST	SR 471	D	2	675	1.48%	172	141	No	1.23%	W	191	251	363	392	No
MEGGISON RD EXTENSION															
[1, 2] SR 44	CR 468	D	4	1,860	0.00%	175	214	No	3.27%	S	509	666	684	880	No
[1, 2] CR 468	TURNPIKE OVERPASS	D	4	1,860	0.00%	263	321	No	4.01%	S	625	816	888	1,137	No
[1, 2] TURNPIKE OVERPASS	C-470	D	2	880	0.00%	255	209	No	1.22%	N	249	191	504	399	No
MORSE BLVD EXTENSION															
[1] WARM SPRINGS AV	MEGGISON RD	D	4	1,860	0.00%	167	205	No	3.06%	S	477	624	644	829	No
MARSH BEND TRL															
[1] US 301	CORBIN TRL	D	2	880	0.00%	3	3	No	2.14%	N	436	334	439	337	No
[1] CORBIN TRL	CR 501	D	2	880	0.00%	3	3	No	1.89%	S	294	385	297	388	No
FENNEY WAY															
[1] WARM SPRINGS AV	CORBIN TRL	D	2	880	0.00%	0	0	No	0.30%	W	47	61	47	61	No
CORBIN TRL															
[1] MARSH BEND TRL	WARM SPRINGS AV	D	2	880	0.00%	0	0	No	0.21%	S	33	43	33	43	No
[1] WARM SPRINGS AV	FENNEY WAY	D	2	880	0.00%	3	4	No	0.24%	S	38	49	41	53	No
[1] FENNEY WAY	CR 501	D	2	880	0.00%	23	28	No	0.46%	N	94	72	117	101	No
[1] CR 501	ROAD C	D	2	880	0.00%	17	21	No	1.16%	S	181	236	198	257	No
BEXLEY CONNECTIVITY BRIDGE (TURNPIKE OVERPASS)															
[1] MEGGISON RD	CORBIN TRL	D	4	1,860	0.00%	102	125	No	4.36%	N	888	679	990	804	No
BEXLEY TRL															
[1] BRIDGE	C-470	D	4	1,860	0.00%	88	108	No	3.47%	N	706	540	794	647	No
ROAD A															
[1] C-470	ROAD B	D	4	1,860	0.00%	90	73	No	1.59%	E	323	248	413	321	No
[1] ROAD B	ROAD C	D	4	1,860	0.00%	114	93	No	2.62%	E	533	408	647	501	No
[1] ROAD C	CR 48	D	4	1,860	0.00%	214	175	No	3.39%	E	689	528	903	703	No
ROAD B															
[1] C-470	ROAD A	D	4	1,860	0.00%	31	25	No	4.02%	S	626	818	657	843	No
[1] ROAD A	ROAD 3	D	4	1,860	0.00%	7	5	No	3.98%	S	619	809	626	815	No
[1] ROAD 3	ROAD 4	D	4	1,860	0.00%	7	5	No	2.39%	S	373	486	380	492	No
[1] ROAD 4	SR 471	D	4	1,860	0.00%	1	0	No	2.05%	S	320	418	321	418	No
ROAD C															
[1] C-470	ROAD 2	D	4	1,860	0.00%	77	95	No	5.28%	S	823	1,075	900	1,169	No
[1] ROAD 2	ROAD A	D	4	1,860	0.00%	77	95	No	4.54%	S	707	925	784	1,019	No
[1] ROAD A	ROAD 3	D	4	1,860	0.00%	131	160	No	3.02%	S	471	615	602	775	No
[1] ROAD 3	ROAD 4	D	4	1,860	0.00%	131	160	No	1.46%	S	228	297	359	457	No
[1] ROAD 4	SR 471	D	4	1,860	0.00%	117	144	No	1.79%	S	279	364	396	507	No
ROAD D															
[1] C-470	ROAD A	D	2	880	0.00%	0	0	No	1.42%	N	290	222	290	222	No

Notes [1] Committed / Assumed / LRTP Improvement

[2] Link capacity based on report FHWA-RD-00-67 for corridors with roundabout control through Villages access corridors.

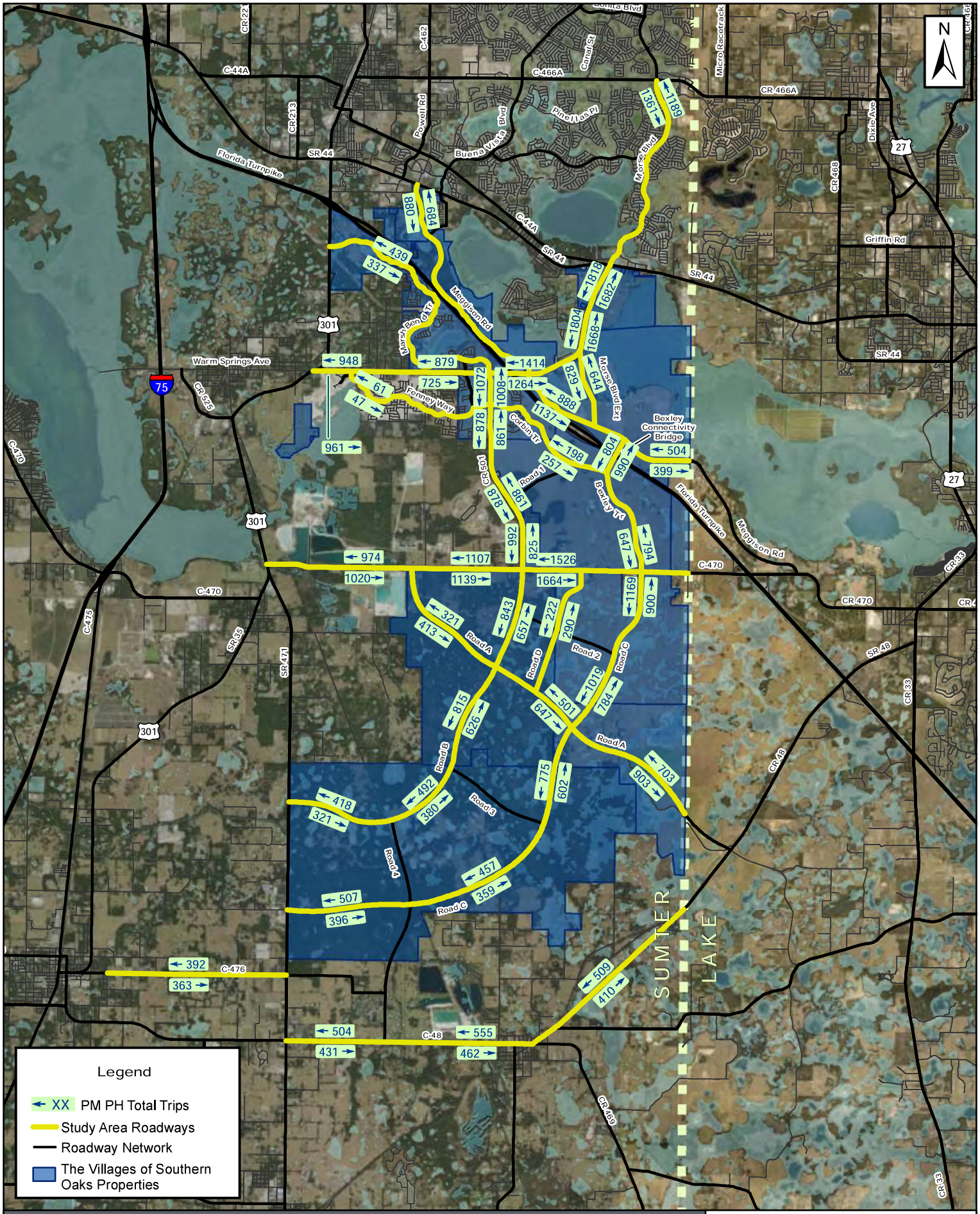


FIGURE 4: 2040 TOTAL PM PEAK HOUR VOLUMES

Kimley»Horn

© 2019 Kimley-Horn and Associates, Inc.

December 2019

0 5,000 10,000 Ft

Roadways are approximate and not to scale

The Villages

APPENDICES

Appendix A:

Regionally Significant Road Construction Agreement between Sumter County and The Villages Companies (July 10, 2018)

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **Regionally Significant Road Construction Agreement between Sumter County and The Villages® Companies**

REQUESTED ACTION: **Staff Recommends Approval of the Resolution and Agreement**

Meeting Type: Regular Meeting **DATE OF MEETING:** **7/10/2018**

CONTRACT: ☐ N/A Vendor/Entity: The Villages Companies
Effective Date: 7/10/2018 Termination Date:
Managing Division / Dept: Choose a division/department.

BUDGET IMPACT: Each Regional Roadway Segment will have a separate budget as the projects move forward

FUNDING SOURCE: **Road Impact Fees / Gas Taxes / Other Revenue**

Type: N/A **EXPENDITURE ACCOUNT:**

HISTORY/FACTS/ISSUES:

The Regionally Significant Road Construction Agreement between Sumter County and The Villages® Companies and the associated resolution commits funding over a 30-year period to sustain the continued development in and around The Villages® development consistent with the resolution encouraging continued development of this community south of SR 44.

The Villages® Companies' Selected Obligations:
a. Develop 4th Town Center in Sumter County
b. Develop The Villages of Southern Oaks as a mixed-use community
c. Establish design standards for The Villages of Southern Oaks
d. Design, permit and build future new regional roadway segments noted in Exhibits A & B

Sumter County's Selected Obligations:
a. Reimburse The Villages® Companies for the construction expenditures of the future new regional roadway segments noted in Exhibits A & B
b. Design, permit and build future county regional roadway segments noted (CR 501 Phase II and CR 525E Phases II and III)
c. Hold harmless The Villages® Companies for the future widening of US 301 from SR 44 to C-470 and the future widening of C-470 from US 301 to the Lake County line

Prepared by: **Bradley Arnold** **Grammarly Check** ☒

APPROVED

RESOLUTION 2018-43

July 10, 2018

SUMTER COUNTY RESOLUTION NO. 2018-93

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA, AUTHORIZING A REGIONALLY SIGNIFICANT ROAD CONSTRUCTION AGREEMENT BY AND BETWEEN THE COUNTY AND THE VILLAGES COMPANIES FOR THE PURPOSE OF CONSTRUCTION OF REGIONALLY SIGNIFICANT ROADS; PROVIDING FOR PAYMENT AND REIMBURSEMENT OF CONSTRUCTION COSTS WITH A COVENANT TO BUDGET AND APPROPRIATE NON-AD VALOREM REVENUES OR ADDITIONAL AVAILABLE REVENUES; AUTHORIZING THE PROPER OFFICERS OF THE COUNTY TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE AGREEMENT; PROVIDING ASSURANCES, PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Sumter County is a political subdivision of the State of Florida and is authorized to construct and maintain roads and highways; and

WHEREAS, Sumter County's constitutional home rule powers, the Florida Transportation Code (Chapters 334-339 and other provisions of the Florida Statutes as established in Section 334.01) and other applicable law including, but not necessarily limited to Chapter 125, Florida Statutes, invest authority over the county road system to Sumter County; and

WHEREAS, the Board of County Commissioners of Sumter County desires to accomplish and implement sound transportation planning and provide a sound transportation system for the benefit of its citizens, and

WHEREAS, the safe, efficient and uninterrupted transportation of people and property from place to place in Sumter County is a matter of great concern to the people of Sumter County and is necessary to ensure the smooth operation of commerce and other activities within Sumter County; and

WHEREAS, Sumter County entered into that certain Regionally Significant Road Construction Agreement with The Villages Companies (the Agreement) for the design, permitting and construction of Future New Regional Roadway Segments, as that term is defined in the Agreement, and the Agreement is attached hereto as Exhibit A;

WHEREAS, The Villages Companies will front the costs for construction of the Future New Regional Roadway Segments provided that it is reimbursed by Sumter County for certain eligible construction costs; and

WHEREAS, the Board of County Commissioners of Sumter County has determined that the actions taken herein are consistent with the goals, policies and objectives of Sumter County, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to its authority under Article VIII of the Constitution of the State of Florida; and Chapter 125, Florida Statutes.

SECTION 2. DEFINITIONS. All terms used in this Resolution in capitalized form and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement unless the context clearly indicates otherwise. All terms used herein in capitalized form and defined in the preamble hereto shall have the meanings ascribed thereto in said preamble.

"Non-Ad Valorem Revenues" shall mean all revenues of the County not derived from ad valorem taxation.

"Available Non-Ad Valorem Revenues" shall mean all Non-Ad Valorem Revenues other than (A) any revenues which are restricted by a contract in existence on the date hereof, and (B) any revenues which are prohibited by law from being used to pay the Reimbursement Invoices, and (C) any revenues which are not otherwise legally available to pay the payments required herein.

"Essential Government Services" means public safety and general governmental services provided by Sumter County, the expenditure for which are currently set forth as the line items entitled "General Government" and "Public Safety" in Sumter County's Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2016, and any equivalent line items in any future financial statements of the County.

SECTION 3. INCORPORATION OF RECITALS; FINDINGS. That each of the above **WHEREAS** clauses are adopted as the findings of the Sumter County Board of County Commissioners, and are hereby incorporated into this Resolution, *in haec verba*. It is also hereby found and determined that the terms of the Agreement in the form presented and incorporated in this Resolution are in the best interest of Sumter County for the construction of the regionally significant roadway segments contemplated by the Agreement.

SECTION 4. APPROVAL AND AUTHORIZATION. The terms and conditions for the construction of the regionally significant roadway segments as described in the Agreement are hereby approved. The Board Chair of the County shall have power to execute the Agreement on behalf of the County.

SECTION 5. COVENANT TO BUDGET AND APPROPRIATE. Sumter County covenants and agrees, to the extent permitted by and in accordance with applicable law, and budgetary processes, to prepare, approve and appropriate in its Annual Budget for each Fiscal Year, by amendment if necessary, from Available Non-Ad Valorem Revenues, amounts sufficient to pay each Reimbursement Invoice submitted by The Villages Companies on or before the associated Invoice Payment Date. Such covenant and agreement on the part of Sumter County to budget and appropriate such amounts of Available Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Available Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all required payments herein shall have been budgeted, appropriated and actually paid. Such Covenant to Budget and

Appropriate is subject in all respects to the payment of obligations secured by a pledge of Available Non-Ad Valorem Revenues heretofore or hereafter entered into (including debt service on bonds and other obligations). However, the Covenant to Budget and Appropriate in its general annual budget or amendments thereto for the purposes and in the manner stated herein shall have the effect of making available for payment of the Reimbursement Invoices, in the manner described herein, Available Non-Ad Valorem Revenues of Sumter County, and of placing on Sumter County a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations herein; subject, however, to the payment of services and programs which are Essential Government Services or which are legally mandated by applicable law.

SECTION 6. PRIORITIZATION; OTHER CONDITIONS OF PAYMENT. For purposes of the Covenant to Budget and Appropriate, to the extent permitted by and in accordance with applicable law, and budgetary processes, Sumter County agrees, in its annual appropriation and budget process, to prioritize use of Available Non-Ad Valorem Revenues generated from Transportation Impact Fees and its apportioned Gas/Fuel Taxes to make payment on Reimbursement Invoices. Sumter County agrees that payments for Reimbursement Invoices shall not be made from revenue derived from a municipal service benefit unit or municipal service taxing unit created solely and specifically for the purposes of generating revenue to pay for the regionally-significant roadways set forth in Exhibits A and B to the Agreement, or for the Reimbursement Invoices contemplated in the Agreement; provided, however, this shall not constitute a limitation or restriction on the County's legitimate use of any lawfully enacted, available means of revenue, including but not limited to ad valorem, non-ad valorem, special assessments, or other revenue source, that may be instituted by Sumter County from time to time.

SECTION 8. NO PLEDGE OF REVENUE. Notwithstanding the foregoing covenant of Sumter County, Sumter County does not covenant to maintain any services or programs, now provided or maintained by Sumter County that generate Available Non-Ad Valorem Revenues. Such covenant also shall not constitute a lien, either legal or equitable, on any of Sumter County's Non-Ad Valorem Revenues or other revenues, nor shall it preclude Sumter County from pledging in the future any of its Non-Ad Valorem Revenues or other revenues to other obligations so long as the granting of such pledge does not have the effect of impairing the obligation of Sumter County under this Resolution and the Agreement by making unavailable sufficient Non-Ad Valorem Revenues required to timely make payments of the Reimbursement Invoices, nor shall it give The Villages Companies a prior claim on the Non-Ad Valorem Revenues.

SECTION 7. CONTINGENT ON ACTUAL APPROVED APPRORPRIATION. Anything herein to the contrary notwithstanding, all obligations of Sumter County hereunder shall be secured only by the Non-Ad Valorem Revenues actually budgeted and appropriated and allocated for Reimbursement Invoices, as provided for herein. Sumter County is prohibited by law from expending moneys not appropriated or in excess of its current budgeted revenues and surpluses. The obligation of Sumter County to budget, appropriate and make payments hereunder from its Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem Revenues after satisfying funding requirements for obligations having an express lien on or pledge of such revenues and after satisfying funding requirements for essential governmental services of Sumter County or which are legally mandated by applicable law.

SECTION 8. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 9. SEVERABILITY. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other Section or part of this Resolution.

SECTION 10. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the Board of County Commissioners of Sumter County, Florida, during a duly noticed public meeting, in Sumter County, Florida, this 10th day of July, 2018.

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA

By: Al Butler
Al Butler, Chairman

Attest:

Caroline AlRestimawi
Caroline AlRestimawi, Deputy Clerk

Approved as to form for the reliance
of Sumter County only:

Jennifer C. Rey
Jennifer C. Rey, Esq., County Attorney

REGIONALLY SIGNIFICANT ROAD CONSTRUCTION AGREEMENT BETWEEN SUMTER COUNTY, FLORIDA AND THE VILLAGES COMPANIES

THIS REGIONALLY SIGNIFICANT ROAD CONSTRUCTION AGREEMENT (the "Agreement") is entered into this 10th day of July, 2018, by and between Sumter County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as the "COUNTY", whose principal address is 7375 Powell Road, Suite 200, Wildwood, Florida 34785, and The Villages Companies, which currently includes both The Villages Land Company, LLC ("VLC") and The Villages Development Company, LLC ("VDC"), hereinafter VLC and VDC are collectively referred to as the "COMPANIES", whose principal business address is: 3619 Kiessel Road, The Villages, FL 32163, and in furtherance of same, the parties to this Agreement hereby state the following:

WITNESSETH:

WHEREAS, COMPANIES acquired 13,637 acres south of State Road 44 that were recently re-designated on the City of Wildwood's Future Land Use Map (FLUM) to develop this property as The Villages of Southern Oaks (hereinafter referred to as the "Property") making COMPANIES the largest private landowner in the area and capable of the coordinated and mixed-use development requiring a regional roadway network; and

WHEREAS, currently the Property is mostly vacant and is designated as Age Restricted Development (ARD) which is an urban mixed-use category that permits uses such as commercial, residential, office, hotel and medical as provided for in the City of Wildwood's Future Land Use Map (FLUM); and

WHEREAS, COMPANIES also plan to develop a new 432-acre industrial park south of the City of Coleman, within the unincorporated area of Sumter County, which will add much needed industrial development along the Interstate 75 corridor and will help generate additional employment and increase economic development within Sumter County; and

WHEREAS, the Villages of Southern Oaks and the new industrial park will together provide significant economic benefit and employment and will hereafter be known as "the Projects"; and

WHEREAS, with COMPANIES owning the majority of the land south of State Road 44, COUNTY, the City of Wildwood and COMPANIES can now coordinate to develop a compact and phased, mixed-use community with a cost-efficient provision of infrastructure; and

WHEREAS, COMPANIES have committed to develop the properties south of State Road 44 consistent with the mixed-use development pattern established in the other Villages' communities; and

WHEREAS, in 2018, COMPANIES had Kimley-Horn complete a transportation analysis of the Projects and identified the long-term need for transportation improvements as identified in Exhibits A and B, attached hereto and incorporated herein; and

WHEREAS, COUNTY desires to have multiple regionally significant roads to be built in advance of the planned future development south of State Road 44 in order to spur and enhance economic development within and outside of the Projects; and

WHEREAS, COUNTY desires to limit the typical design sections of COUNTY maintained regionally-significant roads to a maximum of four-lanes; and

WHEREAS, COMPANIES are uniquely able to quickly, efficiently, and more cost-effectively construct the regionally-significant roadway network utilizing the experience gained in road building north of State Road 44; and

WHEREAS, COMPANIES add amenities, such as greatly enhanced landscaping, bridges, and multi-modal tunnels, all of which reduce roadway impacts, at no cost to COUNTY; and

WHEREAS, COUNTY entered into previous road impact fee credit agreements for the expansion of existing regionally significant roads such as the current C-468 and C-501 agreements between COUNTY and The Villages of Lake Sumter, Inc., and such agreements successfully facilitated the expansion of such regionally significant roadways, which in-turn facilitated the development and expansion of economic development throughout Sumter County; and

WHEREAS, COUNTY has determined that COMPANIES can construct the roadways at a significantly reduced cost, while also providing a significant economic impact in Sumter County through its development of the Projects, and wishes to incentivize well-planned and efficient development both in the City of Wildwood and unincorporated area of Sumter County based on a regional roadway network preceding development; and

WHEREAS, there is a need to enhance, expand, and sustain economic activity in Sumter County by attracting and retaining commercial and industrial development, business enterprise management, and other activities conducive to economic promotion, in order to provide a stronger, more balanced, and stable economy in Sumter County, and Section 125.045, Florida Statutes, declares that use and expenditure of public funds for economic development activities, including development or improvement of local infrastructure constitutes a public purpose; and

WHEREAS, COMPANIES propose to make additional capital investments within Sumter County, all in accordance with the appropriate jurisdiction's Land Development Code and Comprehensive Plan; and

WHEREAS, COUNTY finds and declares that it is in the public's best interest and serves a legitimate public purpose to facilitate the efficient, timely, and cost-effective construction and expansion of additional regionally-significant roadways that will enable the development and success of an industrial park, and additional mixed-use development pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of ten dollars ($10.00), the mutual covenants, promises and representations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the following terms and conditions:

1. Recitals. The **WHEREAS** clauses set forth above are hereby incorporated into and made part of this Agreement as if fully set forth herein.
2. COMPANIES Representations. COMPANIES are duly organized and validly existing under the laws of the State of Florida and are authorized to do business, and are doing business in the State of Florida. COMPANIES have the corporate power, authority, and legal right to execute, deliver, and perform this Agreement. The execution, delivery, and performance of this Agreement by the COMPANIES has been duly authorized by any and all necessary corporate and shareholder action. The COMPANIES will continue their business operations at their principal business address within Sumter County for the duration of this Agreement. Additionally, COMPANIES may be expanded to include valid affiliated business entities which may also own and develop within The Villages of Southern Oaks and the industrial

park. Such business entities, their property owned, and their legal status shall be submitted to COUNTY as an addendum to this Agreement for approval by COUNTY.

3. COMPANIES's Obligations:

   a. Develop the 4th Town Center or comparable lifestyle mixed-use retail center solely within Sumter County with aggregate regionally-serving commercial square footages similar in size to the existing Town Centers located in Sumter County (Lake Sumter Landing or Brownwood, respectively).

   b. Develop The Villages of Southern Oaks as a mixed-use community which may include residential, office, commercial/retail, hotel, medical, light industrial, institutional, recreation and other similar uses as determined by and pursuant to the land development codes, approvals, and other such requirements of the City of Wildwood.

   c. Establish design standards for The Villages of Southern Oaks which shall include, but not be limited to, architectural design standards, building setbacks, landscaping and buffering and roadway design to enhance pedestrian use and ensure their safety.

   d. Design, permit, build and otherwise complete the construction of the regionally-significant roads designated as Future New Regional Roadway Segments in Exhibits A and B, attached hereto and incorporated herein ("Future New Regional Roadway Segment").

      i. COMPANIES, in their sole discretion and based upon their internal development phasing, will notify COUNTY in writing prior to commencing construction on any of the Future New Regional Roadway Segments. The

notification is to assist COUNTY in incorporating these road improvements into COUNTY'S budget.

ii. COMPANIES shall submit a proposed budget and construction timeline for commencement and completion of the proposed Future New Regional Roadway Segment, which shall be subject to review and acceptance of the County Administrator. If the County Administrator rejects the proposed budget, COMPANIES shall be relieved of any obligation to construct the proposed Future New Regional Roadway Segment and COMPANIES shall assign its design and permits to COUNTY for COUNTY to assume the obligation to construct the proposed Future New Regional Roadway Segment within the original timeline submitted by COMPANIES plus three months, which will allow COUNTY to complete its standard bid process prior to initiating construction.

iii. COMPANIES shall design the Future New Regional Roadway Segment to meet or exceed the applicable engineering design standard as contained in the Sumter County Engineering Design Standards, Florida "Greenbook", or FDOT Roadway Design Standards. The Sumter County Engineering Design Standards, the Florida "Greenbook" and the FDOT Roadway Design Standards, as amended, are incorporated herein and are considered a material provision of this Agreement.

iv. COMPANIES shall provide the design, permitting and construction of non-standard COUNTY infrastructure, including, but not limited to, multi-modal tunnels, bridges, enhanced landscaping and shared ponds, when

COMPANIES determine they are necessary, subject to COMPANIES' sole discretion, and at the COMPANIES' sole expense. The construction of such non-standard infrastructure is subject to any required local, state or federal approvals and permitting.

v. COMPANIES acknowledge that they are constructing the Future New Regional Roadway Segments on behalf of COUNTY and that COMPANIES are giving COUNTY five (5) years from receipt of invoices to reimburse COMPANIES for constructing the Future New Regional Roadway Segments, in accordance with Paragraph 7 below. Furthermore, COMPANIES acknowledge that all required rights-of-way and drainage easements shall be donated to COUNTY and shall not be subject to reimbursement. To the extent it is necessary to amend the existing November 14, 2017 Perpetual Drainage Management Agreement to incorporate the drainage improvements for the Future New Regional Roadway Segments, the Perpetual Drainage Management Agreement shall be amended at such time as is proper and necessary, and at the COMPANIES' sole expense.

e. COMPANIES acknowledge that all required rights-of-way and drainage easements for Future County Roadway Segments, as identified in Exhibits A and B, shall be donated to COUNTY and shall not be subject to reimbursement. To the extent it is necessary to amend the existing November 14, 2017 Perpetual Drainage Management Agreement to incorporate the drainage improvements for the Future County Regional Roadway Segments, the Perpetual Drainage Management Agreement shall be

amended at such time as is proper and necessary, and at the COMPANIES' sole expense.

4. Committed Improvements. All Future New Regional Roadway Segments and Future County Roadway Segments as identified in Exhibits A and B, shall constitute the COMPANIES' satisfaction of any and all obligations for traffic concurrency and/or for any traffic analysis required for future development of the Projects.

5. COUNTY's Obligations:

   a. Accept on COUNTY'S behalf donations of necessary rights-of-way, drainage easements and ponds.

   b. Review, at no cost to COMPANIES, all construction documents for Future New Regional Roadway Segments as set forth in Paragraph 3(d)(iii).

   c. Review and, consider for approval, proposed budgets for construction of Future New Regional Roadway Segments in accordance with Paragraph 3(d)(ii).

   d. Provide construction inspection services, at no cost to COMPANIES, during the construction of the Future New Regional Roadway Segments to comply with the approved construction documents.

   e. Provide reimbursement to COMPANIES as set forth in Paragraph 7.

   f. Design, permit, build, and otherwise complete the construction or expansion of Future County Regional Roadway Segments as provided for in Exhibits A and B ("Future County Regional Roadway Segments"). To the extent that COMPANIES determine that the improvements to the Future County Regional Roadway Segments should be undertaken prior to the schedule established by COUNTY or, if the Future County Regional Roadway Segments are not included in COUNTY'S Capital Improvements

Plan, or if the Future County Regional Roadway Segments are otherwise not provided for in COUNTY'S budget, COMPANIES may provide written notice to COUNTY that COMPANIES will undertake to design, permit, build and otherwise complete the Future County Regional Roadway Segment improvement that COMPANIES provided notice for; except that COMPANIES may not proceed if the Future County Regional Roadway Segments are programmed for use of state or federal funding. If COMPANIES elect to proceed with construction of a Future County Regional Roadway Segment, COUNTY shall reimburse COMPANIES as provided for in Paragraph 7.

6. Anticipated Construction of Future State Regional Roadway Segments. COUNTY will hold harmless COMPANIES for any and all financial demands from the Florida Department of Transportation ("FDOT") for the future widening of US 301 from SR 44 to C-470 and the future widening of C-470 from the Lake County line to US 301.

7. Reimbursement for Road Construction. The following process shall be used for reimbursement for certain costs of constructing the regionally-significant roads contemplated herein:

   a. COMPANIES are eligible to seek reimbursement only for construction costs incurred by COMPANIES for Future New Regional Roadway Segments. COMPANIES are eligible to seek reimbursement for design, permitting, and construction of all Future County Roadway Segments undertaken by COMPANIES pursuant to Paragraph 5(f) including all costs associated with developing the construction documents.

   b. COMPANIES will submit their invoices to COUNTY for the eligible costs as required by COUNTY (each a "Reimbursement Invoice" and collectively, the

"Reimbursement Invoices"). The COUNTY shall pay each Reimbursement Invoice within five (5) years of COUNTY'S receipt of a Reimbursement Invoice (the "Invoice Payment Date").

c. At no point in time may COMPANIES seek, nor shall COUNTY reimburse, COMPANIES for the rights-of-way, the drainage easements, or the sizing of ponds to include COMPANIES' drainage, or any of the non-standard improvements set out in Paragraphs 3(d)(iv).

8. Term. This Agreement shall become effective upon execution by COUNTY and COMPANIES and shall remain in effect for thirty (30) years. However, to the extent that any payments remain due and outstanding at the expiration of the term to COMPANIES from COUNTY, COUNTY acknowledges that COMPANIES may seek payment of those monies through any legal or equitable actions.

9. Default:

a. For purposes of this Agreement, "event of default" shall mean any of the following:

i. Any representation or warranty made by COMPANIES herein or in any statement, invoice or certificate furnished to COUNTY in connection with the performance of this Agreement that proves to be untrue in a material respect as of the date of issuance or making thereof to COUNTY by the COMPANIES.

ii. COMPANIES materially breach any covenant contained in this Agreement and such breach continues or is not corrected or cured within thirty (30) days after written notice thereof to the COMPANIES by COUNTY; provided however, that COUNTY may declare a lesser cure period in the event that it

finds, in its sole and absolute discretion, that such lesser period is necessary to protect the public health, safety, or welfare.

iii. COMPANIES fail to provide COUNTY the written verification, satisfactory to COUNTY, of its performance obligations herein.

iv. COMPANIES fail to expend or use funds in accordance with this Agreement, if applicable.

v. COMPANIES fail to develop the next Town Center or comparable lifestyle mixed-use retail centers solely within Sumter County with aggregate regionally-serving commercial square footages similar in size to the existing Town Centers located in Sumter County (Lake Sumter Landing or Brownwood, respectively) after execution of this Agreement and throughout the term of the Agreement.

10. Budget, Appropriation, and Funding for Reimbursement. The terms and conditions of this Agreement, including the following Covenant to Budget and Appropriate, placed upon COUNTY are applicable only to the extent they are both within and consistent with the constitutional and statutory limitations on the authority of COUNTY. It is acknowledged by the parties that payment of Reimbursement Invoices as set forth herein are contingent upon annual appropriations by COUNTY in its approved fiscal year budget. The Reimbursement Invoices described herein will be distributed or paid as noted in this Agreement by COUNTY to COMPANIES.

a. *Approved Project Budget Required.* It is acknowledged and agreed by the parties that COUNTY'S obligation to pay the Reimbursement Invoices as described herein, shall be limited and conditioned upon the approval of a proposed Future New Regional

Roadway Segment budget prior to the commencement of construction in accordance with Paragraph 3(d)(ii).

b. *Covenant to Budget and Appropriate Annually.* Upon approval as required in Paragraph 10.a., COUNTY covenants that it will appropriate in its annual budget, by amendment if necessary, from Available Non-Ad Valorem Revenues, amounts sufficient to pay each Reimbursement Invoice submitted by COMPANIES on or before the associated Invoice Payment Date. The phrase "Non-Ad Valorem Revenues" shall mean all revenues of COUNTY not derived from ad valorem taxation. The phrase "Available Non-Ad Valorem Revenues" shall mean all Non-Ad Valorem Revenues other than (A) any Non-Ad Valorem Revenues which are restricted by a contract in existence on the date hereof, as identified in Exhibit C hereto, and (B) any revenues which are prohibited by law from being used to pay the Reimbursement Invoices, and (C) any revenues which are prohibited by law or otherwise not legally available to pay the Reimbursement Invoices.

c. Such covenant and agreement on the part of COUNTY to budget and appropriate such amounts of Available Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Available Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all required payments herein shall have been budgeted, appropriated and actually paid.

d. *No Pledge of Revenue.* Notwithstanding the foregoing covenant of COUNTY, COUNTY does not covenant to maintain any services or programs, now provided or maintained by COUNTY which generate Available Non-Ad Valorem Revenues. Such Covenant to Budget and Appropriate does not create any lien or pledge of

Available Non-Ad Valorem Revenues, nor does it preclude COUNTY from pledging in the future Available Non-Ad Valorem Revenues, nor does it require the COUNTY to levy and collect any particular Available Non-Ad Valorem Revenues. Specifically, the parties acknowledge that COUNTY is without authority to grant or pledge a security interest in any of COUNTY'S Non-Ad Valorem Revenues or property.

e. *Subject to Existing Payment Obligations*. Such Covenant to Budget and Appropriate is subject in all respects to the payment of obligations secured by a pledge of Available Non-Ad Valorem Revenues heretofore or hereafter entered into (including debt service on bonds and other obligations). However, the Covenant to Budget and Appropriate in its general annual budget or amendments thereto for the purposes and in the manner stated herein shall have the effect of making available for payment of the Reimbursement Invoices, in the manner described herein, Available Non-Ad Valorem Revenues of COUNTY, and of placing on COUNTY a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations herein; subject, however, to the payment of services and programs which are Essential Government Services or which are legally mandated by applicable law. For purposes of this Section 10, the phrase "Essential Government Services" means public safety and general governmental services provided by COUNTY, the expenditure for which are currently set forth as the line items entitled "General Government" and "Public Safety" in the COUNTY'S Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2017, and any equivalent line items in any future financial statements of COUNTY.

f. *Prioritization; Other Conditions of Payment.* For purposes of the Covenant to Budget and Appropriate, to the extent permissible by law, and subject to all other conditions and limitations of this Section 10, COUNTY agrees, in its annual appropriation and budget process, to prioritize use of Available Non-Ad Valorem Revenues generated from Transportation Impact Fees and its apportioned Gas/Fuel Taxes before using these funds for any other purposes to make payment on Reimbursement Invoices. Such priority of Transportation Impact Fees and apportioned Gas/Fuel Taxes is not intended to limit or restrict the Non-Ad Valorem Revenues available to COUNTY to satisfy its obligation in Section 10 hereof, but instead is intended to prioritize the use of Transportation Impact Fees and apportioned Gas/Fuel Taxes to pay Reimbursement Invoices before such Non-Ad Valorem Revenues are used for other obligations of COUNTY. COUNTY agrees that payments for Reimbursement Invoices shall not be made from revenue derived from a municipal service benefit unit or municipal service taxing unit created solely and specifically for the purposes of generating revenue to pay for the regionally-significant roadway segments set forth in Exhibits A and B, or for the Reimbursement Invoices contemplated herein; provided, however, that nothing contained in this Section 10 shall constitute a limitation or restriction on COUNTY'S legitimate use of any lawfully enacted, available means of revenue, including but not limited to ad valorem, non-ad valorem, special assessments, or other revenue source, that may be instituted by COUNTY from time to time.

11. Notice. Whenever either party desires to give notice unto the other, written notice shall be sent via hand delivery, first class mail or overnight courier to:

COUNTY	**COMPANIES**
County Administrator	Assistant Director of Development
Sumter County	The Villages Land Company, LLC
7375 Powell Road	3619 Kiessel Road
Wildwood, Florida 34785	The Villages, Florida 32163
Copy to:	
Jennifer Rey, Esq.	Brian Hudson, Esq.
The Hogan Law Firm, LLC	3619 Kiessel Road
20 S. Broad Street	The Villages, Florida 32163
Brooksville, Florida 34601	

Such addresses may be changed by notice pursuant to this paragraph, but notice of change of addresses is effective only upon receipt.

12. Conflict of Interest. COMPANIES agree that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY, or which would violate or cause others to violate the provisions of Part III, Chapter 12, Florida Statutes, relating to ethics in government. COMPANIES hereby certify that no officer, agent, or employee of COUNTY has any material interest as defined in Section 112.312, Florida Statutes, either directly or indirectly, in the business of COMPANIES, and that no such person shall have any such interest at any time during the term of this Agreement.

13. No Lobbying with Funds. COMPANIES hereby agrees that monies received from COUNTY pursuant to this Agreement shall not be used for the purpose of lobbying the legislature, the judicial branch, or any state or federal agency as defined in Section 216.347, Florida Statutes.

14. Independent Entity. In performing this Agreement, any planning, developing, construction, equipping, operating of any project, or carrying out any of the activities to be carried out by the COMPANIES, COMPANIES acknowledge that it will be acting independently, in the capacity of an independent entity and not as a joint venture, partner, associate, employee, agent or representative of COUNTY.

15. Public Records.

    a. All documents generated by COMPANIES on behalf of COUNTY become the property of COUNTY. COUNTY may require submission of any electronic file version of reports, data, or other submission of documentation produced for or as a result of performance under this Agreement. COMPANIES agree to comply with public records and open meeting requirements as applicable, and as may be required by Florida Public Rccords Law and Florida Sunshine Law.

    b. COMPANIES are required to: (i) keep and maintain public records required by COUNTY; (ii) upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a reasonable or as otherwise provided by law; (iii) ensure that public records that are exempt or, confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if COMPANIES do not transfer the records to COUNTY; (iv) upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of COMPANIES or keep and maintain public records required by COUNTY.

c. If COMPANIES transfer all public records to COUNTY upon completion of this Agreement, COMPANIES shall destroy any duplicate public records that are exempt or, confidential and exempt, from public records disclosure requirements. If the COMPANIES keep and maintain public records upon completion of this Agreement, COMPANIES shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

d. COMPANIES and COUNTY shall comply with the provisions of Section 119.0701, Florida Statutes, in responding to requests for public records.

e. **IF THE COMPANIES HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANIES' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Administrative.Services@sumtercountyfl.gov.**

16. No Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors, including any successor-in-interest to the COMPANIES' interest, and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder, or as a result of this Agreement, or any right to enforce any provisions of this Agreement.

17. Indemnification, Insurance and Sovereign Immunity. COMPANIES shall be solely and entirely responsible for its tortious acts and the tortious acts of its agents, employees, or servants during the performance of this Agreement. COMPANIES shall indemnify, defend, and save harmless COUNTY, its agents, employees, and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees, that may be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of COMPANIES, its agents, or employees during performance under this Agreement. COMPANIES shall acquire and maintain insurance coverage acceptable to COUNTY. COMPANIES shall provide COUNTY with a certificate of coverage identifying COUNTY as both a Named Insured and a Certificate Holder. The foregoing is not intended, and shall not be construed, as a waiver by COUNTY of the benefits of Section 768.28, Florida Statutes.

18. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, warlike operation, insurrection, rebellion, revolution, military or usurped power, sabotage or other civil unrest; (d) strikes, embargoes, blockades, labor stoppages, lockouts or slowdowns or other industrial disturbances or inability to obtain

necessary materials or services (e) governmental delay regarding permits or approvals; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; or (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing the delay or impossibility shall abate.

19. Entire Agreement; Modification. This Agreement contains the entire agreement of the parties and may not be changed except by written agreement duly executed by the parties hereto. This Agreement supersedes any prior understandings and agreements between the parties, and there are no representations, warranties or oral agreements other than those expressly set forth herein.

20. Assignment. This Agreement shall not be assigned nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without the prior written approval of COUNTY. No such approval by COUNTY of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of COUNTY. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that COUNTY shall deem necessary.

21. Corporate Status; Change of Ownership. If COMPANIES are a non-governmental, corporate entity:

    a. *Corporate Status*. COMPANIES shall ensure that the corporate status shall continuously be in good standing and, at all times throughout the Term and any renewal or extension hereof, active and current with the state of its incorporation and

the State of Florida. Failure of the COMPANIES to keep its corporate status active and current shall constitute a material breach under the terms of this Agreement.

b. *Change of Ownership*. COMPANIES shall notify COUNTY immediately upon any change in corporate ownership or any substitution of the key professional assigned (the "Key Person") to perform under this Agreement ("Change of Ownership"). COUNTY shall have the option of cancelling this Agreement if a Change of Ownership is not suitable to it, provided however, no cancellation shall relieve the COMPANIES of its obligations to perform the work described herein or for liability for breach of same. A Change of Ownership means the occurrence of any one or more of the following: a sale, lease, or other disposition of 50% or more of the interest or assets of the COMPANIES or corporation; a merger, reverse merger or consolidation with another entity; a transaction wherein a third-party becomes the beneficial owner having fifty (50%) percent or more interest in the corporation or COMPANIES; or fifty (50%) percent or more of the total number of votes that may be cast for any act of the entity.

22. Dispute Resolution. All disputes arising out of or in connection with this Agreement shall be attempted to be settled through good-faith negotiation between the parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to

the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Failing resolution through mediation, either party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity as defined herein below.

23. Jointly Drafted. The parties agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with an attorney. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft this Agreement, the parties agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other. and shall be deemed to have been prepared jointly by the COMPANIES and COUNTY, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against either party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements.

24. Parties Acknowledgement; Parties Bound. COMPANIES and COUNTY acknowledge that they have read this Agreement, and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the parties have caused this Agreement to be executed on their respective behalf by the authorized officer whose signature appears below under their respective name, to be effective as of the date first written above. This Agreement shall be binding upon and inure to the benefit of the parties hereto.

25. Waiver. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

26. Time is of the Essence. Time shall be of the essence of this Agreement.

27. Survivability. Any provision of this Agreement that obligates any of the parties to perform an obligation either before the commencement of the Term or after the expiration of the Term, or any renewal or extension thereof, shall be binding and enforceable notwithstanding that performance is not within the Term, and the same shall survive.

28. Severability. Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

29. Counterparts. This Agreement may be executed in a number of identical counterparts and a facsimile or electronic/digital copy shall be treated as an original. If so executed, each such counterpart is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

30. Law of the Agreement; Jurisdiction and Venue. The parties agree that the laws of the State of Florida (and the ordinances and regulations of Sumter County, Florida) shall govern any dispute arising out of or related to this Agreement. Venue for any dispute, claim or action arising out of, or related to, this Agreement shall be in the Circuit Court of the Fifth Judicial Circuit in and for Sumter County, Florida. The parties to this Agreement agree that venue

shall lie only in the state courts located in Sumter County, Florida. Removal of this case to federal court is prohibited. Litigation in federal court is precluded by agreement of the parties hereto. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world; such party waives any argument that said party is not subject to the jurisdiction of the state courts located in Sumter County, Florida and the laws of the State of Florida.

31. Attorney's Fees; and Costs of Enforcement. Each party hereto shall bear its own attorneys' fees and costs incurred in resolving any dispute, claim, action or appeal arising out of, or related to, this Agreement.

32. Section and Paragraph Headings. Captions or paragraph headings herein contained are for organizational convenience only, and shall not be construed as material provisions of this agreement or to limit any provisions hereunder.

33. Cooperation; Supplementary Actions. All parties agree to cooperate fully to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate, to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.

34. Miscellaneous. Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA

By: _____
Al Butler, Chairman

ATTEST:

_____
Caroline AlRestimawi, Deputy Clerk

WITNESSES:

_____
Print Name: Doris A. Pardo

_____
Print Name: Christi G. Jacquay

THE VILLAGES LAND COMPANY, LLC, a Florida limited liability company

BY: TVL Company, LLC,
a Florida limited liability company,
its Manager

By: _____
Print Name: Kelsea Morse Manly
Title: MANAGER

_____
Print Name: Doris A. Pardo

_____
Print Name: Christi G. Jacquay

THE VILLAGES DEVELOPMENT COMPANY, LLC,
a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

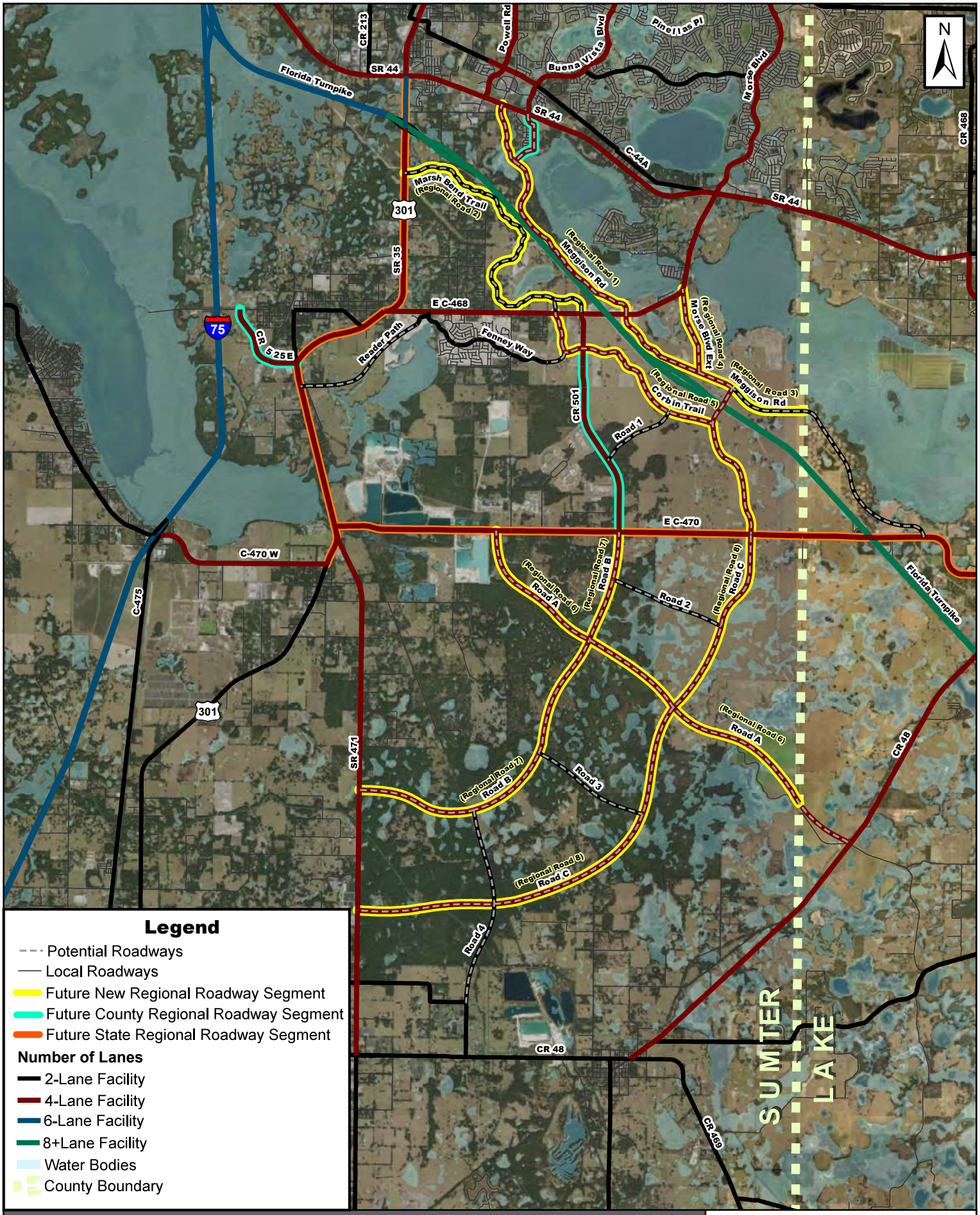
By: _____
Name: HARPER BOONE
Title: MANAGER

EXHIBITS

A. REGIONAL ROADWAY IMPROVEMENTS MAP

B. REGIONAL ROADWAY IMPROVEMENTS TABLE

C. EXISTING OBLIGATIONS



SUMTER COUNTY & WILDWOOD ROADWAY NEEDS - FUTURE POTENTIAL NETWORK

Kimley»Horn

© 2018 Kimley-Horn and Associates, Inc.

July 3, 2018

0 4,500 9,000 Ft

Roadways are approximate and not to scale

EXHIBIT A

The Villages

Exhibit B

Future New Regional Roadway Segments		
ROAD	**SEGMENT**	**IMPROVEMENT**
MEGISSON	SR 44 SOUTH TO C-468 (WARM SPRINGS AVENUE)	CONSTRUCT 4 LANES
MARSH BEND TRAIL	US 301 SOUTH TO C-468 (WARM SPRINGS AVENUE)	CONSTRUCT 2 LANES
MEGISSON	C-468 (WARM SPRINGS AVENUE) SOUTH TO THE LAKE COUNTY LINE	CONSTRUCT 4 LANES
MORSE BOULEVARD EXTENSION	C-468 SOUTH TO MEGISSON ROAD	CONSTRUCT 4 LANES
CORBIN TRAIL	C-468 (WARM SPRINGS AVENUE) SOUTH PARALLELING C-501 TO C-470	CONSTRUCT 4 LANES
UNNAMED ROAD A	C-470 SOUTH TO THE LAKE COUNTY LINE (TO CONNECT TO C-48)	CONSTRUCT 4 LANES
UNNAMED ROAD B	C-470 SOUTH TO SR 471	CONSTRUCT 4 LANES
UNNAMED ROAD C	C-470 SOUTH AND PARALLELING UNNAMED ROAD B TO SR 471	CONSTRUCT 4 LANES

Future County Regional Roadway Segments

ROAD	SEGMENT	IMPROVEMENT
C-501	NEW ROUNDABOUT SOUTH OF C-468 (WARM SPRINGS AVENUE) TO C-470	EXPAND TO 4 LANES
C-525E	CR 514 NORTH TO THE FUTURE I-75 INTERCHANGE	CONSTRUCT 4 LANES
C-525E	CR 514 TO US 301	CONSTRUCT 4 LANES
BUENA VISTA EXTENSION	EXTEND BUENA VISTA SOUTH FROM SR 44 TO MEGISSON ROAD.	CONSTRUCT 4 LANES

Future State Regional Roadway Segments

ROAD	SEGMENT	IMPROVEMENT
US 301	SR 44 TO C-470W	EXPAND TO 4LANES
C-470	US 301 TO COUNTY LINE	EXPAND TO 4 LANES

EXHIBIT C – EXISTING DEBT SERVICE OBLIGATIONS

Debt Service	Original Amount
Citizens First – Bank Loan 2018	$ 30,100,000
US Bank Series 2015B Bond	$ 24,330,000
TD Bank Series 2015A Loan	$ 28,602,982
Hancock Bank Series 2003	$ 7,340,000
Banc of America Motorola Financing	$ 11,939,641

Appendix B:

TIA for The Villages of Southern Oaks Sixth Comprehensive Plan Amendment (CPA) (November 2019)

Kimley»Horn

MEMORANDUM

To: Martin L. Dzuro
The Villages

From: Richard Barr, AICP
Kimley-Horn and Associates, Inc.

Date: November 7, 2019

Subject: Sixth Amendment to The Villages of Southern Oaks
Comprehensive Plan Amendment Transportation Analysis

This memorandum is in support of the Sixth Amendment to The Villages of Southern Oaks Comprehensive Plan Amendment (CPA) in the City of Wildwood, Florida. The Villages of South Oaks Sixth Amendment area is composed of the following two properties:

- 4,132-acre agricultural-use (AG-10) property referred to as Landstone
- 8,354-acre agricultural-use (AGR) property referred to as Stuart Ranch

The Villages of Southern Oaks Sixth Amendment area along with the potential future roadway network is displayed on **Figure 1**. The Sixth Amendment includes the re-designation of these properties to an age-restricted development (ARD) land use category on the City's Future Land Use Map. The ARD category limits the land use to an age-restricted community like The Villages, uniquely characterized by mixed land uses, an abundance of on-site amenities and social/recreational opportunities, and superior travel connectivity for various travel modes throughout the community.

Land uses allowed under today's Future Land Use Map within The Villages of Southern Oaks Sixth Amendment area are as follows:

- Landstone: 413 residential dwelling units
- Stuart Ranch: 835 residential dwelling units

The Sixth Amendment proposes no new land use intensities in addition to what is currently approved for the Fifth Amendment to The Villages of Southern Oaks. The cumulative land use approved for the Fifth Amendment (and proposed for the Sixth Amendment) to The Villages of Southern Oaks are as follows:

- 60,449 residential dwelling units
- 1,529,000 square feet of office/governmental use
- 12,278,000 square feet of commercial use

As the Sixth Amendment does not increase land use intensities from what is currently approved for the Fifth Amendment to The Villages of Southern Oaks, no additional transportation impacts on the overall area roadway network are expected due to the Sixth Amendment.

The Villages is coordinating with the Florida Department of Transportation (FDOT) District Five to further study the capability of state facilities to accommodate additional traffic from The Villages in the long-term planning horizon and will continue such coordination with FDOT, Lake-Sumter MPO and others beyond this Sixth Amendment CPA submittal.

If you have any questions or need additional information, please feel free to contact me at 850-553-3500 or by email at richard.barr@kimley-horn.com.

Attachments:

Figure 1: The Villages of Southern Oaks Sixth Amendment Area Location Map

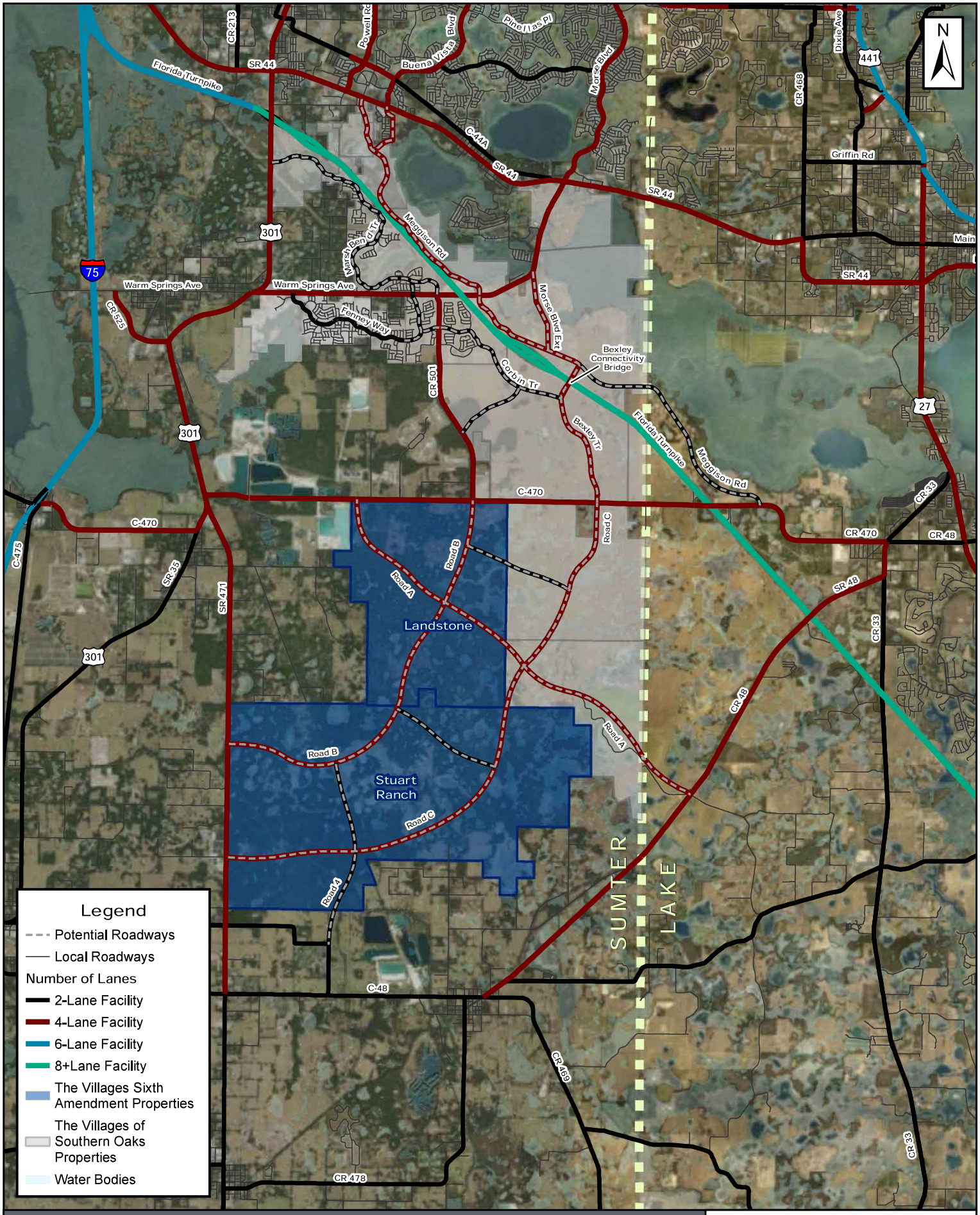


FIGURE 1: SIXTH AMENDMENT AREA LOCATION MAP

Kimley»Horn

© 2019 Kimley-Horn and Associates, Inc.

November 2019

0 5,000 10,000 Ft

Roadways are approximate and not to scale

The Villages

Appendix C:
2005 Origin-Destination Survey

Origin-Destination Survey Executive Summary

THE VILLAGES
2005 Origin-Destination Survey

Prepared for:

The Villages of Lake-Sumter, Inc.

Prepared by:

Kimley-Horn and Associates, Inc.

April 2005

© Kimley-Horn and Associates, Inc. 2005

040380050

EXECUTIVE SUMMARY

This Executive Summary of the 2005 Villages Origin-Destination (O-D) Survey Report was prepared to document the various trip characteristics of The Villages residents. The Villages, which is located west of US 27/441 between Ocala and Leesburg, Florida, is a large-scale planned retirement community that is highly self-contained (see Map 1). The community layout includes centrally located non-residential land uses, and was designed so that residents would be able to obtain goods and services internally, thereby reducing external trips. Located internally and nearby the residential areas, The Villages' existing non-residential land uses include two Town Centers (offices, banks, small specialty shops, and restaurants), medical facilities, and shopping centers (grocery stores, drug stores, fast-food establishments, and other stores). In addition, there are a significant number of recreational facilities located throughout The Villages including swimming pools, golf courses, tennis facilities, and other various neighborhood and regional recreation facilities. In addition, many bicycle, pedestrian, and golf cart paths (transportation trails) meander through The Villages, offering alternative internal transportation mode choices to community residents. Use of these alternative modes reduces the number of internal auto trips generated.

As of January 2005, the residential portion of The Villages (non-vested development) is comprised of over 21,000 single family detached homes (with approximately 40,000 residents), in addition to the non-residential portion which is comprised of approximately 1,600,000 square feet of commercial and office floor area, a hospital, and 252 holes of golf.

The Villages' Development Order requires an annual traffic analysis to monitor the existing and future conditions on the roadway system in and around the Villages. The O-D Survey was implemented to obtain and understand the trip making characteristics of the Villages residents, and the results of the O-D Survey are instrumental in the annual traffic analysis of this unique development. The travel diary survey format was employed to collect the travel characteristics of The Villages residents and was administered on January 12, 2005.

SURVEY PURPOSE

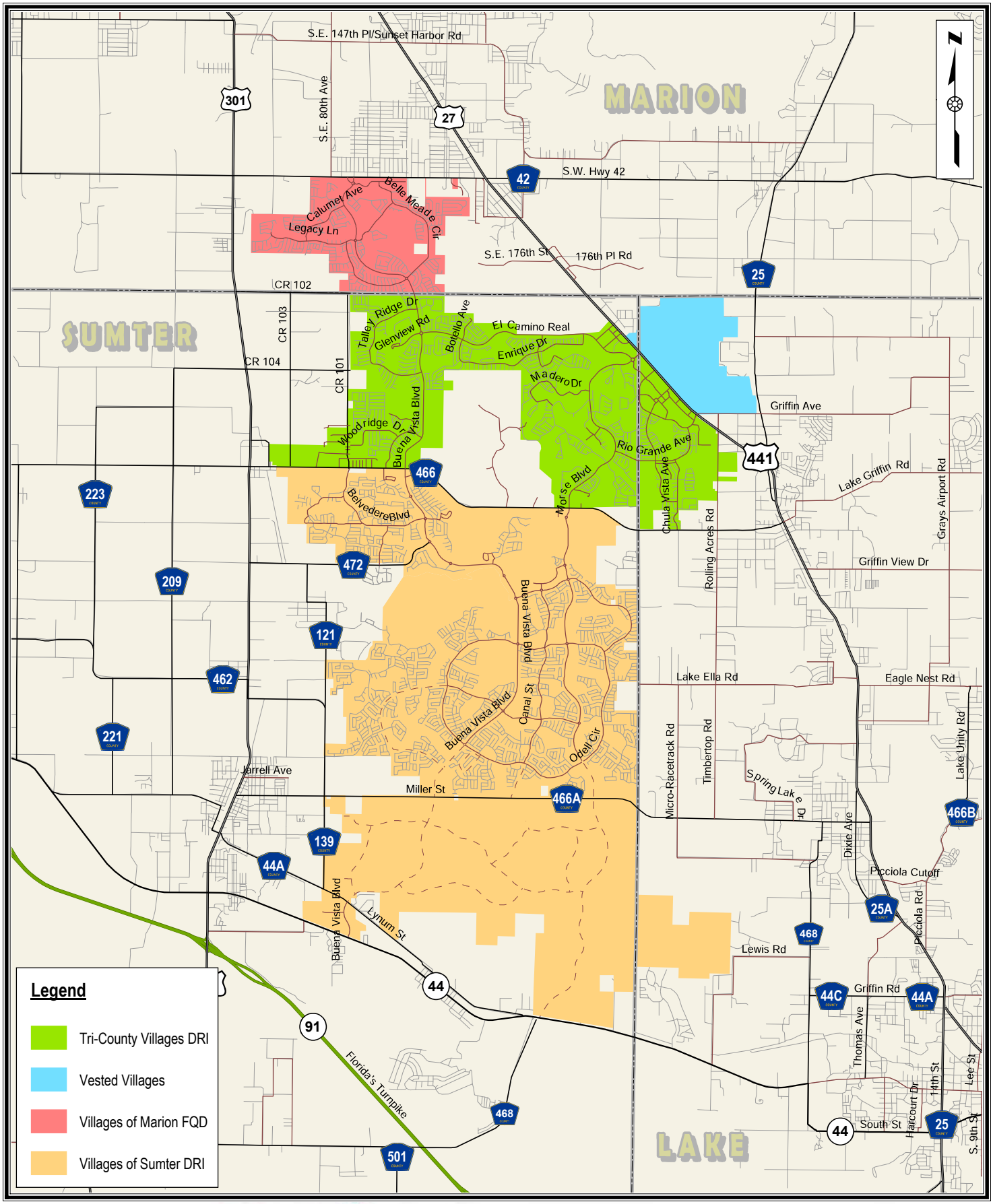
The main purpose of performing this survey was to monitor and update current trip characteristics and patterns reflected in the previous two O-D Surveys completed in 1999 and 2001. Many of the survey results are used as inputs in the annual monitoring traffic analysis for The Villages development.

RESULTS AND ANALYSIS

Survey Response Rate

A total of 1,544 surveys were distributed randomly to non-vested Villages residents. This distribution number was based on the response rate from previous surveys for the development, accounting for seasonal occupancy, and to be able to have 95% confidence in the results based on standard statistical procedures.

Of the 1,544 mailed surveys, 652 surveys were returned, 17 of which were unusable due to reporting errors, resulting in 635 usable surveys. 73 of the 1,544 mailed surveys were returned as undeliverable by the mail service. In most instances the surveys were returned because the resident had moved and no forwarding address was provided.



Kimley-Horn and Associates, Inc.
© 2005 Kimley-Horn and Associates, Inc.
3404 Southern Trace
The Villages, Florida
32162-7621
Phone: 352 259 2232 - Fax: 352 259 1584

The Villages

Map 1. The Villages Site Location Map

April 2005
040380050.2.102

P:/040380/050/2106/GIS/Map Files/Map1_SiteLocation.mxd

The 2005 O-D Survey also engaged in pre-mailings and two information sessions to prepare the respondents prior to the survey date of January 12, 2005. This was done to inform residents as to the importance of their response and the likely benefits of the survey to their community. In addition, there was a "help-line" established so that residents could call in with questions about the survey prior to and during the survey. As a result of these efforts, the survey resulted in a response rate of 44 percent, which was an increase in the response from previous O-D Surveys conducted at The Villages. A 44 percent response rate is considered to be high for a one day travel dairy type survey where no follow-up is possible.

Home-Based Trip Generation Rates

The Villages trip generation rates were measured from the results of the 2005 O-D Survey. The survey results reflect trips made by residents to residential and non-residential land uses. **Table 1** summarizes the results of the trip generation analysis.

Table 1
The Villages O-D Survey
Trip Generation Rates By Mode

Mode	Average Daily/PM Peak Hour Trip Rate per Household
Home-Based Trips Auto Only	4.03/0.31
Home-Based Trips Golf Cart Only	1.52/0.16
Home-Based Trips Auto/Golf Cart	5.55/0.47
Home-Based Trips All Modes	5.68/0.48

Internal/External

Trip internalization was also calculated for daily home-based trips, resulting in a measured rate of 74.8 percent of the auto and golf cart trips being internal to the community, while 25.2 percent of trips were external to the community. This compares to 68 percent and 70 percent of the daily home-based trips being internal to the community as a result of the 1999 and 2001 O-D Surveys.

Trip Purpose

Trip purpose was calculated for home-based trips resulting in the percentages of trips by purpose during the p.m. peak hour. **Table 2** summarizes the results of the trip purpose analysis.

Table 2
The Villages O-D Survey
Home-Based Trips By Purpose During The PM Peak Hour

Purpose	Percentage
Work	3.0%
Shopping	56.6%
Medical Office	7.6%
Social/Rec	13.6%
Golf	13.9%
Other	5.3%
Total	100.0%

Mode Choice

The 2005 Villages O-D Survey also collected data for the type of transportation (mode-choice) used for home-based trips by The Villages residents during the p.m. peak hour. The survey responses included auto, golf cart, bus/public transit, walking, bike, and other modes (such as horse and motorbike). **Table 3** summarizes the results of the mode choice analysis.

Table 3
The Villages O-D Survey
Home-Based Trips by Mode During The PM Peak Hour

Mode	Percentage
Auto	63.9%
Golf Cart	33.4%
Other Modes	2.7%
Total	100%

CONCLUSION

The results of the 2005 Villages O-D Survey illustrate the unique travel characteristics of residents of The Villages community. Currently, The Villages is surrounded by a mixture of undeveloped and developing areas. Other than the development in and around The Villages, significant attractions for residents in these areas are located as much as ten to twenty miles away. The new development taking place in the area surrounding The Villages is creating more and new attractions closer to The Villages development. It is expected that as The Villages continues with commercial development as well as the development of other on-site amenities the percentage of external trips may be reduced as the percentage of internal trips increases. This increase in internalization is clear when a comparison of the 2005 survey results is made with the 1999 and 2001 survey results as the Villages developed additional on-site opportunities for the residents.

The survey data showed that residents of The Villages currently generate 5.55 daily home-based trips per household. This rate includes both auto and golf cart trips. Of these trips, 74.8 percent are internal trips within The Villages and are a result of the mixed-use development patterns, abundant on-site amenities, and convenient transportation system throughout the community that accommodates a wide variety of travel modes. The high internalization of trips is also associated with the characteristics of the retirement population.

The results of this survey suggest that the residential trip-making characteristics of The Villages residents are very different from other residential land use categories reported in ITE's *Trip Generation* and other typical developments in Florida that are required to perform traffic impact analyses. It is concluded that these survey results are reasonable for this particular community. It is also concluded that the results are applicable for calculating residential trip generation, purpose, mode choice, and trip internalization in future studies.

Appendix D:
2008 Origin-Destination Survey

Origin-Destination Survey
Executive Summary

2008 Non-Residential Travel Characteristics

The Villages, Florida

Prepared for:

The Villages of Lake-Sumter, Inc.

Prepared by:

Kimley-Horn and Associates, Inc.

©Kimley-Horn and Associates, Inc.
April 2008
040380058

Executive Summary

Introduction

This Executive Summary documents travel characteristics of The Villages non-residential uses collected from the 2008 non-residential Origin-Destination (O-D) survey. The Villages, a large-scale retirement planned community is located in Lake, Sumter, and Marion Counties between Ocala and Leesburg, Florida.

As of February 2008, the residential portion of The Villages (non-vested development west and south of US 27/441) is comprised of over 30,000 single-family detached homes with over 60,000 residents. The non-residential uses include approximately 2,700,000 square feet of commercial and office floor area, a hospital, and 405 holes of golf.

Survey Purpose

The study of non-residential trip characteristics inside The Villages will produce valuable data that will help expand the base of existing information on non-residential travel patterns in the area. This information will be used to facilitate the trip distribution and assignment of non-residential trips to impacted roadway facilities in the study area. Furthermore, the results of the study will provide insight on the driving behavior of users of the system and additional input in identifying and planning for infrastructure investments required to maintain the adopted level of service (LOS) for study area roadway facilities. The results will be used in future traffic studies for The Villages.

Overall Results

Data Collection

During the week of January 7, 2008 for the PM peak period, 3,342 intercept surveys were randomly attempted at seven non-residential locations. A minimum of 1,537 completed surveys were needed to be able to have a minimum of 95% confidence in the results based on standard statistical procedures.

Of the 3,342 intercept surveys attempted, 2,603 surveys were successfully completed resulting in a completion rate of approximately 78 percent while 739 potential interviewees declined to participate. Although care was taken to minimize errors in the collection of the survey information, 277 of the surveys were unusable due to recording errors or incomplete surveys, resulting in 2,326 usable surveys (or approximately 90 percent of the completed surveys). Due to the significant number of usable surveys, it can be concluded with 95% confidence that the following trip characteristics presented in the next section represent the true behavior of the population with an error bound of +/- 2.5%.

Internal/External

The weighted trip internalization for all mode of transportation during the PM peak period was measured at 75.4 percent. This compares to 74.8 percent of the residential home-based trips being internal as measured through the 2005 residential O-D Survey. The raw survey results were weighted according to trip generation (PM peak hour per the Institute of Transportation Engineers (ITE) *Trip Generation*) by area surveyed. This was done to make sure that the number of surveys collected by survey area were consistent with the number of trips generated by survey area. The internal/external split for the raw survey data was 74.6 percent internal and 25.4 percent external.

Trip Purpose

Home based shopping trips made up 69.2 percent of all trips. Home based work, home based social recreation, and home based other made up 5.5 percent, 8.9 percent, and 4.3 percent of the trips respectively. Non-home based trips were 11.8 percent of total trips, while 0.3 percent of all trips originating in The Villages irrespective of purpose had a destination outside of the region.

Mode Choice

Automobiles were used for 78.8 percent of all trips. Golf carts, walk, bike, and transit trips made up 19.1 percent, 1.6 percent, 0.4 percent, and 0.1 percent respectively.

Trip Length (by percentile)

The data suggest that 10 percent of the trips were no more than 0.6 miles, whereas 25 percent were less than or equal to 1.2 miles. The median trip length was 3.1 miles. 75 percent of the trips were no longer than 5.4 miles and 90 percent of all trips taken were less than or equal to 8.4 miles.

Auto Only Analysis

Internal/External

The weighted trip internalization for automobile trips during the PM peak period was 69.7 percent while 30.3 percent of the trips were external to the community. The internal/external split for the raw survey data was 68.9 percent internal and 31.1 percent external.

Trip Purpose

Table 1 summarizes trip purpose results for trips made using automobiles as the mode.

Table 1
The Villages Non-Residential
Origin-Destination Survey
Trip Purpose (auto only)

Site Location	Home Based Shopping	Home Based Work	Home Based Social	Home Based Other	Non-Home Based	Internal to External*
Mulberry Grove	81.5%	7.4%	0.0%	4.6%	6.5%	0.0%
Lake Sumter Landing	55.9%	5.1%	21.1%	6.9%	11.0%	1.0%
Buffalo Ridge/Southern Trace	78.0%	6.8%	1.0%	5.5%	8.7%	0.0%
Rolling Acres	76.7%	2.4%	0.0%	0.0%	20.9%	0.0%
Village Center/La Plaza Grande	79.8%	7.2%	5.1%	0.3%	7.6%	0.0%
Spanish Plaines	52.5%	10.8%	10.3%	9.4%	17.0%	0.0%
Spanish Springs	55.7%	4.9%	24.6%	0.0%	14.8%	2.5%
Overall	68.6%	6.4%	8.6%	4.4%	11.6%	0.4%

p:\040380 - villages\058 - villages 2008 tia\2102 - 2008 o-d survey\analysis\[analysis080418.xls]tables

**Internal to external represents trips external to the FDOT District 5 transportation model counties within District 5.*

Trip Length

Table 2 shows the trip length of automobile trips by percentile.

Table 2
The Villages Non-Residential
Origin-Destination Survey
Trip Length Characteristics by Subarea (Auto Only)

	Percentile				
Subarea	**10%**	**25%**	**50%**	**75%**	**90%**
Buffalo Ridge/Southern Trace	0.8	1.5	4.2	6.4	14.3
Mulberry Grove	0.7	0.9	2.0	5.1	11.7
Village Center/La Plaza Grande	0.4	0.8	2.8	5.2	7.2
Spanish Plaines	1.0	1.5	2.8	5.6	17.5
Spanish Springs	0.4	1.1	4.7	6.2	11.3
Rolling Acres	0.5	1.7	4.8	7.0	12.7
Lake Sumter Landing	1.0	2.0	4.0	5.5	11.9
Overall	0.7	1.5	3.9	6.0	11.4

p:\040380 - villages\058 - villages 2008 tia\2102 - 2008 o-d survey\analysis\[analysis080418.xls]subareatables

Conclusion

The Villages internal capture rate for non-residential trips is 75.4 percent for all modes of transportation and 69.7 percent for automobiles only. These percentages reflect the characteristics of a retirement population that is provided with mixed-use development patterns and abundant on-site amenities. It is concluded that these survey results are reasonable for this particular community. It is also concluded that the results are applicable for calculating non-residential trip purpose, mode choice, trip length, and trip internalization in future transportation modeling and traffic studies for The Villages.

Appendix E:
Background Growth Rate Determination

Table E1: Background Growth Rate Determination (2040)

Roadway							Daily Model Bkgd		Annual Growth Rates			
From	To	2015	2016	2017	2018	2019	2017	2040	5-Year Trend	Model Growth	BEBR Medium	Rate Used
WARM SPRINGS AV / CR 468												
US 301 / SR 35	CR 513	3,052	3,146	6,732	6,884	10,393	3,954	7,476	35.84%	3.87%	1.48%	3.87%
CR 513	FENNEY WAY	2,359	2,703	5,143	9,663	9,844	4,181	4,911	42.93%	0.76%	1.48%	1.48%
FENNEY WAY	CR 501	2,359	2,703	5,143	9,663	9,844	3,539	4,831	42.93%	1.59%	1.48%	1.59%
CR 501	SR 91 / FLORIDA TURNPIKE	3,119	3,587	5,971	8,991	10,996	5,215	6,116	37.03%	0.75%	1.48%	1.48%
SR 91 / FLORIDA TURNPIKE	MEGGISON RD EXTENSION	4,401	4,638	6,976	9,999	13,344	5,215	6,194	31.96%	0.82%	1.48%	1.48%
MEGGISON RD EXTENSION	NORTH CARTER ACCESS	4,401	4,638	6,976	9,999	13,344	5,215	3,996	31.96%	-1.02%	1.48%	1.48%
NORTH CARTER ACCESS	SANDALWOOD DR	4,401	4,638	6,976	9,999	13,344	5,283	7,770	31.96%	2.05%	1.48%	2.05%
SANDALWOOD DR	SR 44	4,401	4,638	6,976	9,999	13,344	5,182	7,770	31.96%	2.17%	1.48%	2.17%
MORSE BLVD												
C-466A	SR 44	14,669	8,521	16,983	16,677	16,307	9,332	11,990	2.68%	1.24%	1.48%	1.48%
CR 501												
WARM SPRINGS AV	BIGHAM NORTH ACCESS	2,612	3,021	4,070	5,444	6,291	1,668	1,308	24.58%	-0.94%	1.48%	1.48%
BIGHAM NORTH ACCESS	BIGHAM SOUTH ACCESS	2,612	3,021	4,070	5,444	6,291	2,310	1,462	24.58%	-1.60%	1.48%	1.48%
BIGHAM SOUTH ACCESS	CR 500	2,612	3,021	4,070	5,444	6,291	2,310	1,462	24.58%	-1.60%	1.48%	1.48%
CR 500	C-470E	2,581					2,310	1,871		-0.83%	1.48%	1.48%
CR 470												
US 301 / SR 35	NE 50TH WAY	6,515	7,597	7,740			10,021	11,625	4.40%	0.70%	1.48%	1.48%
NE 50TH WAY	CR 501	6,630	7,987	9,966	10,217	9,939	10,568	10,373	10.65%	-0.08%	1.48%	1.48%
CR 501	LAKE COUNTY LINE	6,856	7,905	10,521	9,837	10,669	9,577	12,439	11.69%	1.30%	1.48%	1.48%
CR 48												
C-476	CR 567	6,243	7,403	7,189	6,475	7,150	15,348	12,825	3.45%	-0.71%	1.48%	1.48%
CR 567	CR 569 / NORTH AV	5,944	5,412	6,084	5,709	6,051	15,846	13,154	0.45%	-0.74%	1.48%	1.48%
CR 569 / NORTH AV	LAKE COUNTY LINE	5,056	5,372	5,965			15,812	14,494	-100.00%	-0.36%	1.48%	1.48%
C-476												
C-476A / JASPER ST	SR 471	2,105	2,143	2,595			4,611	1,884	-100.00%	-2.57%	1.48%	1.48%
MEGGISON RD EXTENSION												
SR 44	CR 468							4,327				
CR 468	TURNPIKE OVERPASS							6,491				
TURNPIKE OVERPASS	C-470							5,154				
MORSE BLVD EXTENSION												
WARM SPRINGS AV	MEGGISON RD							4,132				
MARSH BEND TRL												
US 301	CORBIN TRL							63				
CORBIN TRL	CR 501							63				
FENNEY WAY												
WARM SPRINGS AV	CORBIN TRL							0				
CORBIN TRL												
MARSH BEND TRL	WARM SPRINGS AV							0				
WARM SPRINGS AV	FENNEY WAY							80				
FENNEY WAY	CR 501							571				
CR 501	ROAD C							417				
BEXLEY CONNECTIVITY BRIDGE (TURNPIKE OVERPASS)												
MEGGISON RD	CORBIN TRL							2,523				
BEXLEY TRL												
BEXLEY CONNECTIVITY BRIDGE	C-470							2,178				
ROAD A												
C-470	ROAD B							1,810				
ROAD B	ROAD C							2,293				
ROAD C	CR 48							4,329				
ROAD B												
C-470	ROAD A							619				
ROAD A	ROAD 3							135				
ROAD 3	ROAD 4							135				
ROAD 4	SR 471							12				
ROAD C												
C-470	ROAD 2							1,913				
ROAD 2	ROAD A							1,913				
ROAD A	ROAD 3							3,223				
ROAD 3	ROAD 4							3,223				
ROAD 4	SR 471							2,900				
ROAD D												
C-470	ROAD A							0				

Table E2: BEBR Growth Rates

County	BEBR Pop Estimate Apr 1, 2017	BEBR Population Projections (April 1) Range	2025	2045	2025	2045	Medium Rate 2040
Lake	331,724	Low	354,500	405,600	0.76%	0.77%	
		Medium	392,900	509,600	2.05%	1.85%	1.90%
		High	426,500	624,200	3.17%	3.04%	
Marion	349,267	Low	355,100	374,700	0.19%	0.25%	
		Medium	386,100	452,900	1.17%	1.02%	1.06%
		High	415,000	545,900	2.09%	1.94%	
Sumter	120,700	Low	138,100	169,400	1.60%	1.39%	
		Medium	158,900	232,600	3.52%	3.20%	3.28%
		High	176,400	301,000	5.13%	5.15%	

Average BEBR Medium Annual Growth Rate for Study Area (Lake, Marion)[1] = 1.48%

[1]Sumter County growth, being highly dependent on Villages growth, was excluded in determining background growth rate for the study area.

EXHIBIT 7

UTILITY FRANCHISE AGREEMENT

ORDINANCE NO. O2022-43

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA; AMENDING AND RESTATING ORDINANCE NO. O2017-23, ORDINANCE NO. O2019-55 AND ORDINANCE O2020-14; PROVIDING A SHORT TITLE; PROVIDING FINDINGS AND INTENT; GRANTING CERTAIN NON-EXCLUSIVE FRANCHISES TO SOUTH SUMTER UTILITY COMPANY, LLC, SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, SOUTH SUMTER ELECTRIC COMPANY, LLC, SOUTH SUMTER GAS COMPANY, LLC, MIDDLETON UTILITY COMPANY, LLC, MIDDLETON WATER CONSERVATION AUTHORITY, LLC, GIBSON PLACE UTILITY COMPANY, LLC, AND GIBSON PLACE WATER CONSERVATION AUTHORITY, LLC, THEIR SUCCESSORS AND ASSIGNS (EACH A FRANCHISEE, AND SOMETIMES COLLECTIVELY REFERRED TO HEREIN AS THE "FRANCHISEES"); A FRANCHISE FOR A PERIOD OF THIRTY (30) YEARS FROM THE ADOPTION OF THIS ORDINANCE TO CONSTRUCT, OWN, OPERATE AND MAINTAIN CERTAIN SERVICES AND FACILITIES TO SERVE AREAS WITHIN AND ADJACENT TO THE VILLAGES AGE RESTRICTED DEVELOPMENT; SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISES SHALL OPERATE; AMENDING THE FRANCHISE TERRITORY; AMENDING NOTICE PROVISIONS; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Wildwood, Florida, as follows:

SECTION 1. SHORT TITLE. This Ordinance shall be known and may be cited as the "Second Amended and Restated Villages ARD Franchisees Ordinance."

SECTION 2. FINDINGS AND INTENT. The City Commission makes the following findings and intent:

(1) The City of Wildwood, Florida (hereafter "City") exercises control over all publicly dedicated rights-of-way, streets, alleys, bridges, easements, and other public places located within the limits of the City.

(2) Affiliates of the Franchisees are the Owners of that certain real property located in the City of Wildwood being more particularly described on **Exhibit "A"** attached hereto and incorporated herein (the "Property").

(3) Affiliates of Franchisees will develop the Property in accordance with its zoning and land use approvals for a large-scale active adult community (the "Villages ARD Planned Development").

(4) The Property is currently located within the City's exclusive water, wastewater, and reclaimed water service area.

(5) The City's reclaimed water service is not currently available to the Property.

(6) The City Commission has considered a request submitted by the proposed Franchisees, which are South Sumter Utility Company, LLC, Southeast Wildwood Water Conservation Authority, LLC, South Sumter Electric Company, LLC, South Sumter Gas Company, LLC, Middleton Utility Company, LLC, Middleton Water Conservation Authority, LLC, Gibson Place Utility Company, LLC, and Gibson Place Water Conservation Authority, LLC, to provide potable water and wastewater services, irrigation services with irrigation water, as well as electric and natural gas services to serve the Property.

(7) The aforesaid rights-of-way to be used by the Franchisees are valuable public properties to be dedicated to City by Owners and maintained by the City at great expense to the City's taxpayers, and the right to use said rights-of-way is a valuable property right to the Franchisees.

(8) The City desires to ensure that the aforesaid rights-of-way used by the Franchisees are promptly restored to a safe and secure condition to protect the health, safety and welfare of the citizens and residents of the City.

(9) State statutes, City ordinances, and the City Charter authorize the City to grant non-exclusive franchises for the purposes set forth herein.

(10) The City Commission amended certain terms of the Franchise granted to the South Sumter Utility Company, LLC pursuant to Ordinance O2017-23 and O2019-55.

(11) Further, the City terminated the Wholesale Potable Water and Wastewater Agreement entered into on September 14, 2017 as recorded in the Official Records Book 3276, Page 117, Public Records of Sumter County, Florida, through a territory and emergency services agreement.

(12) Pursuant to the termination of the Wholesale Potable Water and Wastewater Agreement, the City terminated the Grant of Easement as recorded in Official Record Book 3429, Page 375, Public Records of Sumter County, Florida.

(13) It is the further intent of the City Commission that as additional Villages ARD Planned Development property is added to the Property, the City will approve further

amendments to Ordinance O2017-23 and Ordinance O2019-55 expanding the boundary as it did in Ordinance O2020-14.

(14) After due deliberation and full consideration, the City Commission has determined to amend and restate Ordinance No. O2019-55 which granted a franchise to South Sumter Utility Company, LLC, Southeast Wildwood Water Conservation Authority, LLC, South Sumter Electric Company, LLC, and South Sumter Gas Company, LLC, to provide such services, subject to the terms and conditions set forth below.

SECTION 3. DEFINITIONS. For the purposes of this Ordinance, the following terms shall have the meaning given herein:

(a) The term "City" shall mean the City of Wildwood, Florida.

(b) The term "Customers" shall mean and include any and all organizations, firms, entities, or persons who may desire or require Franchisees' services for land located within the Franchise territory.

(c) The term "Franchisees" shall mean South Sumter Utility Company, LLC, a Florida limited liability company, Southeast Wildwood Water Conservation Authority, LLC, a Florida limited liability company, South Sumter Electric Company, LLC, a Florida limited liability company, South Sumter Gas Company, LLC, a Florida limited liability company, Middleton Utility Company, LLC, a Delaware limited liability company, Middleton Water Conservation Authority, LLC, a Delaware limited liability company, Gibson Place Utility Company, LLC, a Florida limited liability company and Gibson Place Water Conservation Authority, LLC, a Florida limited liability company. Franchisees shall also include any entity that is assigned the franchise rights of any Franchisee, in accordance with this Ordinance.

(d) The term "Franchise" or "Franchise Agreement" shall mean this Villages ARD Franchisees Ordinance and Agreement, as passed and adopted by the City and accepted by each Franchisee.

(e) The term "Franchise Territory" shall mean the following: (i) the area of the City more particularly described in **Exhibit "A"** attached hereto and incorporated herein, which area includes the Property and certain public right-of-way located adjacent to the Property; (ii) any and all streets, alleys, public ways or easements, and public property or places that may now or hereafter exist within the area of the City; and (iii) any other property that may be approved by the City from time to time for development as part of the Villages ARD Planned Development, provided such additional property must be added as an amendment to this franchise by ordinance, less and except that portion of the City lying within the Brownwood community.

(f) The term "Operating Revenues" for each Franchisee shall mean all user fees collected by Franchisees from the sale of such services provided by that Franchisee to Customers within and throughout the Franchise Territory. Operating Revenues shall not include Customer deposits, meter fees, fees or improvements received as

contributions-in-aid-of-construction, sales taxes, municipal public service taxes, franchise fees, or other non-user fees or charges derived from the operation of the services of such Franchisee.

(g) The term "Systems" shall have the meaning as herein defined in Section 5.

SECTION 4. AUTHORITY. This Ordinance is being adopted pursuant to the City's Charter, relevant special acts, and Chapter 166, Florida Statutes (2021).

SECTION 5. GRANT OF AUTHORITY. There is hereby granted by the City to each Franchisee the non-exclusive right, privilege, and franchise to erect, construct, operate, and maintain the Systems and related facilities, including but not limited to pump, stations, wells, mains, pipes, supply pipes, conduits, ducts, service connections, manholes, control devises, and any other hardware or other appurtenances used as a means of producing, treating, conveying distributing, or selling certain services authorized by this Ordinance in Section 7 to any person or entity to be supplied by each Franchisee within the Franchise Territory and to sell and distribute such services to Customers within and throughout the Franchise Territory (hereinafter collectively referred to as "Systems"). The foregoing rights granted to each Franchisee shall be non-exclusive, but the City agrees, as part of the consideration for the granting of the purchase option set forth in this Franchise, to refrain from granting a similar franchise within the Franchise Territory to any other private, non-governmental entity or person at any time during the period of this Franchise, except for pre-existing franchises. The Franchisees each acknowledge that the City currently has Franchise Agreements with TECO (Ordinance No. O2009-13) dated August 9, 2009, Duke Energy (Ordinance No. 289) dated May 13, 1996, SECO (Ordinance No. O2020-68) dated November 9, 2020, Wildwood Utility Dependent District (Ordinance No. 02021-45) dated August, 23, 2021, and The City of Leesburg, Florida (Ordinance Nos. O2018-14 and O2020-31) dated February 26, 2018 and July 27, 2020, respectively. To the extent that any or all of these Franchise Agreement conflict with or supersede any Franchisee's rights under this Franchise Agreement, no Franchisee shall interfere with or challenge the prior rights of TECO, Duke Energy, SECO, Wildwood Utility Dependent District and/or the City of Leesburg, Florida.

SECTION 6. NATURE OF FRANCHISE; POWERS RETAINED BY CITY. Once this Villages ARD Franchisees Ordinance becomes final, it shall be deemed both a contract with each Franchisee and a legislative act as provided under Florida law. Each Franchise is subject to all franchises and permits heretofore granted by the City Commission to use the streets, alleys, lanes, and public places of the City by public utility or public service corporations. It is not intended by the grant of this Franchise to abridge the exercise of the police power of the City. The grant of these Franchises is subject to all ordinances and resolution of the City Commission as the same now exist or may be hereafter amended, revised or modified to the extent no inconsistent with the terms of this Franchise. Each Franchisee shall at all times continue to be subject to all applicable public service taxes (Section 166.231, Florida Statutes), ad valorem taxes (Section 166.211, Florida Statutes), and such other applicable taxes, charges or fess as may be

lawfully authorized by the Florida Constitution, the general or special laws of the State of Florida, the provisions of the Municipal Home Rule Powers Act (Chapter 166, Florida Statutes), or the ordinances of the City, subject to the provisions of Section 5 and to the extent that such ordinances are not preempted, as a matter of law, by federal or state law. Each Franchisee shall, at all time, during the life of these Franchises, be subject to all lawful exercises of police power by the City, and to such reasonable laws, rules, and regulation as the City shall hereafter, by resolution or ordinance provide, including, but not limited to, any ordinances pertaining to excavation, reconstruction, and development requirements and standards.

SECTION 7. GRANT OF FRANCHISES.

(a) **Franchise Granted to South Sumter Utility Company, LLC**. The Franchise being granted to South Sumter Utility Company, LLC is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

(1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial and industrial purposes in accordance with applicable regulatory standards.

(2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

(1) Provide wastewater treatment facilities for the treatment of domestic, commercial and industrial wastewater in accordance with applicable regulatory standards;

(2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities;

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for Investor Owned Utilities.

In addition to the Franchisee Fee provided herein, South Sumter Utility Company, LLC agrees to pay Pilot Fees at the same time and manner as the Franchise Fees provided for herein. The Pilot Fee shall be calculated on a per ERC basis and charged at the time each ERC commences utilizing the service of the wastewater system. The fee initially shall be an estimate of the Average Depreciation Value of the capital facilities of the wastewater system which equals the estimated initial cost of construction plus depreciable value at the end of the franchise term divided by two; divided by the total number of ERC to be served by

said capital facilities; times the City's current millage rate; divided by 12 months. The initial Pilot Fee is $0.85 per ERC per month. The Pilot Fee may be reviewed and adjusted in five (5) year increments during the term of this franchise.

(b) **Franchise Granted to Southeast Wildwood Water Conservation Authority, LLC**. For Wastewater disposal, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of wastewater effluent shall be the responsibility of Southeast Wildwood Water Conservation Authority, LLC (SEWWCA), which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities and systems used or useful to serve the Franchise Territory with Irrigation Water. The source of such Irrigation Water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

(c) **Franchise Granted to South Sumter Electric Company, LLC**. For electric power distribution and related facilities, South Sumter Electric Company, LLC is granted the franchise pursuant to the provisions of this Ordinance. The Franchisee shall be responsible for constructing, operating and maintaining the facilities in accordance with Section 5. The Franchisee shall pay to the City a franchise fee as provided in this Ordinance.

(d) **Franchise Granted to South Sumter Gas Company, LLC.** For natural gas distribution and related facilities, South Sumter Gas Company, LLC is granted the franchise pursuant to the provisions of this Ordinance. The Franchisee shall be responsible for constructing, operating and maintaining the facilities in accordance with Section 5. The Franchisee shall pay to the City a franchise fee as provided in this Ordinance.

(e) **Franchise Granted to Middleton Utility Company, LLC.** The Franchise being granted to Middleton Utility Company, LLC is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

(1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial and industrial purposes in accordance with applicable regulatory standards.

(2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

(1) Provide wastewater treatment facilities for the treatment of domestic, commercial and industrial wastewater in accordance with applicable regulatory standards;

(2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities;

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for Investor Owned Utilities.

In addition to the Franchisee Fee provided herein, Middleton Utility Company, LLC agrees to pay Pilot Fees at the same time and manner as the Franchise Fees provided for herein. The Pilot Fee shall be calculated on a per ERC basis and charged at the time each ERC commences utilizing the service of the wastewater system. The fee initially shall be an estimate of the Average Depreciation Value of the capital facilities of the wastewater system which equals the estimated initial cost of construction plus depreciable value at the end of the franchise term divided by two; divided by the total number of ERC to be served by said capital facilities; times the City's current millage rate; divided by 12 months. The initial Pilot Fee is $0.85 per ERC per month. The Pilot Fee may be reviewed and adjusted in five (5) year increments during the term of this franchise

(f) **Franchise Granted to Middleton Water Conservation Authority, LLC.** For Wastewater disposal, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of wastewater effluent shall be the responsibility of Middleton Water Conservation Authority, LLC, which is granted the franchise, pursuant to the terms of this Ordinance

Irrigation System shall mean all improvements, facilities and systems used or useful to serve the Franchise Territory with Irrigation Water. The source of such Irrigation Water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

(g) **Franchise Granted to Gibson Place Utility Company, LLC.** The Franchise being granted to Gibson Place Utility Company, LLC is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

(1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial and industrial purposes in accordance with applicable regulatory standards.

(2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

(1) Provide wastewater treatment facilities for the treatment of domestic, commercial and industrial wastewater in accordance with applicable regulatory standards;

(2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities;

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for Investor Owned Utilities.

In addition to the Franchisee Fee provided herein, Gibson Place Utility Company, LLC agrees to pay Pilot Fees at the same time and manner as the Franchise Fees provided for herein. The Pilot Fee shall be calculated on a per ERC basis and charged at the time each ERC commences utilizing the service of the wastewater system. The fee initially shall be an estimate of the Average Depreciation Value of the capital facilities of the wastewater system which equals the estimated initial cost of construction plus depreciable value at the end of the franchise term divided by two; divided by the total number of ERC to be served by said capital facilities; times the City's current millage rate; divided by 12 months. The initial Pilot Fee is $0.85 per ERC per month. The Pilot Fee may be reviewed and adjusted in five (5) year increments during the term of this franchise.

(h) **Franchise Granted to Gibson Place Water Conservation Authority, LLC.** For Wastewater disposal, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of wastewater effluent shall be the responsibility of Middleton Water Conservation Authority, LLC, which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities and systems used or useful to serve the Franchise Territory with Irrigation Water. The source of such Irrigation Water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

SECTION 8. INDEMNIFICATION; INSURANCE.

(a) Each Franchisee or its subcontractors shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and cost of actions (including attorneys' fees and costs at trial and on appeal), of

any kind or nature, arising or growing out of, or any way connected with the exercise by Franchisees of its rights contained herein.

(b) Each Franchisee or its subcontractors shall procure and maintain, for the duration of this Franchise, insurance of the types and limits specified below:

(1) Comprehensive General Liability - bodily injury and property damage coverage shall be for not less than $1,000,000.00 per occurrence and not less than $1,000,000.00 in the aggregate. The City shall be named as an additional insured on the policy.

(2) Business Automobile Liability - business automobile liability coverage shall be in a combined single limit of not less than $500,000.00 per occurrence. The City shall be named as an additional insured on the policy.

(3) The City Commission for the City of Wildwood shall have the right to reassess and adjust the required amount of liability insurance required under this Section every five (5) years, if necessary. In so doing, the City Commission shall take into consideration all relevant factors, including, but not limited to, the rate of inflation, changes in law, and information related to risk assessment for the City. Whenever the City Commission exercises its right to reassess the amount of liability insurance required, the Franchisees shall have the right to present any information that they deem relevant to the City Commission's determination regarding the same.

SECTION 9. SERVICE STANDARDS. Franchisees shall maintain and operate its Systems and facilities and render efficient service in accordance with the rules and regulations as are, or may be, set forth by the City and/or other agency and/or entity with jurisdiction to regulate and/or promulgate rules regarding Franchisees' operations.

SECTION 10. PAYMENTS TO THE CITY.

(a) In consideration for the granting of each Franchise, each Franchisee (or its successors or assigns, as applicable), shall pay to the City (or its successors), an annual amount which will equal five percent (5%) of each Franchisees' annual gross Operating Revenues taken in and received by it for providing all aspects of services provided by each Franchisee to its Customers within the Franchise Territory, as now or hereafter constituted. Each Franchisee shall be permitted to collect the franchise fees provided for under this Franchise from its retail customers receiving said service as a line item on its retail bills. Each Franchisee may not incorporate any franchise fee into its other rates for service.

(b) The Franchisees shall pay the franchise fee provided by this section semi-annually on January 1 and July 1 of each year during the term of this franchise. Any payments not made by the Franchisees within 20 days after the date said payment is due, shall thereafter be payable with interest at the rate of fifteen percent (15%) per annum.

(c) Each Franchisee shall at all times continue to be subject to and shall pay to the City all legally authorized and applicable public service taxes, ad valorem taxes (intangible, personal, real), occupational taxes, and any and all other valid tax, levied or imposed by the City. Such charges and fees shall include but not be limited to licensing, permit fees, development review and inspection fees and all other such fees including fees, charges, taxes and/or assessments validly adopted and/or imposed during the term of this Franchise Agreement.

(d) The franchise fee payments, together with any interest that may apply, shall be made by wire transfer or other electronic means.

SECTION 11. RECORDS AND REPORTS. The City or its designated representative shall have the right during the term of each Franchise to examine, at all reasonable business hours, all of each Franchisee's plans, contracts, engineering, accounting, finance, statistical, customer and service records relating to performance under this Ordinance; provided, however, that the City expressly acknowledges and agrees that each Franchisee may redact proprietary information and any private customer information from such documents and records prior to making the same available to the City for examination hereunder. The City agrees to keep any information it obtains confidential to the maximum extent possible under Florida's public records law. As well, each Franchisee shall provide directly to the City an annual summary report showing gross revenues received by each Franchisee from its operations within the City during the preceding fiscal year and such other information as the City shall request with respect to properties, quality control, and expenses related to each Franchisee service within the City. The City may audit the financial records of each Franchisee for the purpose of determining that proper collection or payment of franchise fees is being made by each Franchisee in accordance with this Ordinance at the City's initial expense. Each Franchisee shall cooperate with and make available those records necessary for City to perform the audit. If the audit demonstrates that payment or collection of franchise fees is more than 5% less than the semi-annual amount that should have been paid or collected, each Franchisee shall, in addition to paying the fees that should have been paid or collected, pay the cost of the audit.

SECTION 12. RATES.

(a) Each Franchisee may charge to Customers such service rates and fees not in excess of those rates and fees set forth herein or as approved by the Florida Public Service Commission, or if not governed by the Florida Public Service Commission, then as approved by the City (hereinafter the "Approved Rates and Fee Schedule").

(b) From time to time, each Franchisee shall have the ability to apply to the City for changes to the Approved Rates and Fees Schedule. Requests for increases to the Approved Rates and Fees Schedule that do not exceed the rate of inflation determined by the Consumer Price index (CPI) for Utilities published by the U.S. Bureau of Labor Statistics appropriately adjusted for the calendar year (January 1st to December 31st)

preceding the calendar year in which the request is made shall not require an approval hearing of the City Commission; provided, however, that each Franchisee may only file one such request per calendar year. All other requests for changes to the Approved Rate and Fee Schedules shall be just, fair, and reasonable and require City Commission approval in a duly noticed public hearing. **NOTE:** In no event, will the actual annual rate adjustment be less than positive two percent (2%), and no greater than positive four percent (4%).

(c) Each Franchisee shall be responsible for the billing and collection of all fees and rates charged to Customers of the services authorized to each Franchisee by this Ordinance.

SECTION 13. TRANSFER OR ENCUMBRANCE OF FRANCHISES. No Franchisee may assign or otherwise transfer its franchise rights except with the prior written consent of the City expressed by an ordinance, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the City hereby consents to the following transfers: (i) any assignment of Franchisees' franchise rights to a third party owned, controlled or managed, directly or indirectly, by Franchisees; (ii) any assignment of Franchisees' franchise rights to the Community Development District that has been approved by the City, pursuant to Chapter 190, Florida Statutes, for the Property, or a special dependent or independent district created pursuant to the provisions of Chapter 189, Florida Statutes; and with such new Franchise entity assuming all of the duties and obligations of the assigning Franchise. Franchisees shall be released from all obligations set forth in this Ordinance upon the assignment of its rights in accordance with this Section and upon the written acceptance by assignee of the obligations so assigned by Franchisees.

SECTION 14. FORFEITURE OF FRANCHISE; NON-COMPLIANCE. In the event of a material default by any Franchisee with respect to its obligations under this Ordinance, the City shall provide written notice of such default to such Franchisee. In the event that Franchisee fails to cure the alleged material default within sixty (60) days of its receipt of such notice from the City, then the City shall be entitled: (i) to file an action against that Franchisee for specific performance of its obligations under this Ordinance; (ii) to file an action against Franchisees for damages actually incurred by City by reason of Franchisee's default of its obligations under this Ordinance, provided in no event shall City be entitled to recover any consequential, indirect, special, speculative, punitive or exemplary damages from Franchisee; or (iii) to file an action against Franchisee to terminate the Franchise as to that Franchise.

SECTION 15. TERM OF FRANCHISE. This Franchise and the rights herein granted to each Franchisee shall take effect after final passage of this Ordinance, as required by law, and full execution by all parties, and shall continue in full force and effect for a term of thirty (30) years after the date on which the Franchise Agreement was accepted by Franchisee in accordance with Section 16 below. The City recognizes that this Ordinance may be amended in the future ("Ordinance Amendment") to incorporate additional property which pursuant to Section 3(e) will become part of the Franchise

Territory. As additional areas are brought within the Franchise Territory, such Ordinance Amendment shall extend the term of the Franchise thirty (30) years from the effective date of each such amendment. At such time as any Franchise interest is conveyed to a community development district, dependent district or independent district (the "District") as may be created pursuant to Chapters 189 and 190, Florida Statutes, notice shall be provided to the City and, upon request by the District, the City will undertake deliberations to consider granting a thirty (30) year Franchise to the District, for the area within the District, under the same terms and conditions of the transferring Franchise.

SECTION 16. ACCEPTANCE. This Franchise is hereby granted upon the condition that, within thirty (30) days after the date of passage of this Ordinance, the Franchisee shall file with the City Clerk its acceptance of the terms and conditions of this Franchise, which acceptance shall be in writing, duly executed by or on behalf of the Franchisee and contain the Franchisee's address.

SECTION 17. SEVERABILITY. Notwithstanding the fact that each Franchise is a separate contract with each Franchisee, should any section or provision of this Franchise or any portion thereof, the deletion of which would not adversely affect (in the general sense) the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a judicial or administrative tribunal of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, the City and Franchisee shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial or administrative authority's decisions and consistent with the original intent of the parties as contained herein. If such decision is fundamental to or alters the essence of this Franchise, then the parties agree to negotiate a new franchise agreement.

SECTION 18. GOVERNING LAW AND VENUE. The rights and privileges granted to Franchisees by this Franchise shall at all times be subordinate and inferior to the rights of the public in and to the ordinary use of the Public Rights-of-Way and nothing in this Franchise shall be considered as a surrender by the City of its right and power to use and relocate the use of its rights-of-way. In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Sumter County, Florida.

SECTION 19. NOTICES. Except in exigent circumstances, and except as otherwise specifically provided in this Franchise, all notices by either City or Franchisee to the other shall be made by either depositing such notice in the United States Mail, Certified Mail return receipt requested or by facsimile. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States Mail unless otherwise provided. Any notice given by facsimile is deemed received by next Business Day. "Business Day" for purposes of this Section shall mean Monday through Friday, with Saturday, Sunday and City and Franchisee observed holidays excepted. All notices shall be addressed as follows:

As To City: City of Wildwood
Attn: Jason McHugh, AICP
City Manager
100 N. Main Street
Wildwood, FL 34785

With Copy to: Ashley S. Hunt, Esq.
Hunt Law Firm, P.A.
601 S. 9th Street
Leesburg, FL 34748

With Copy to: City of Wildwood
Attn: Susan Patterson
City Clerk
100 N. Main Street
Wildwood, FL 34785

As To Franchisees:

South Sumter Utility Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Southeast Wildwood Water Conservation Authority, LLC
3619 Kiessel Road
The Villages, Florida 32163

South Sumter Electric Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

South Sumter Gas Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Middleton Utility Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Middleton Water Conservation Authority, LLC
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Utility Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Water Conservation Authority, LLC,
3619 Kiessel Road
The Villages, Florida 32163

With Copy to:

South Sumter Utility Company, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Southeast Wildwood Water Conservation Authority, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

South Sumter Electric Company, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

South Sumter Gas Company, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Middleton Utility Company, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Middleton Water Conservation Authority, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Utility Company, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Water Conservation Authority, LLC,
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Notice shall be given as required by this Franchise and for all other emergencies. Notice shall be provided to the above-named addressees unless directed otherwise in writing by the City or Franchisee.

SECTION 20. NON-WAIVER PROVISION. The failure of either Party to insist in anyone or more instances upon the strict performance of anyone or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the Parties.

SECTION 21. COMPLETE AGREEMENT. This Franchise together with the exhibits (as may be amended from time to time in accordance with the terms hereof) represents the entire agreement of the Parties and supersedes all prior representations whether oral or in writing with respect to the rights of the Parties.

SECTION 22. RIGHT OF ACQUISITION BY CITY. The City shall have the right to purchase and take over the property and services of the South Sumter Utility Company, LLC Franchise, Middleton Utility Company, LLC, and/or Gibson Place Utility Company, LLC Franchise at the expiration of the term, unless the City requests to extend the Franchise(s) for an additional thirty (30) years. In the event the City desires to extend the Franchise(s), the City shall provide official notice to the Franchisee(s) one year in advance of the expiration of the term. In the event the City does not extend the Franchise(s), the City shall have the right to purchase and take over the property and services of the South Sumter Utility Company, LLC Franchise, Middleton Utility Company, LLC, and/or Gibson Place Utility Company, LLC Franchise, subject to this Ordinance by providing an official notice upon South Sumter Utility Company, LLC Franchisee, Middleton Utility Company, LLC Franchisee, and/or Gibson Place Utility Company, LLC Franchisee to that effect and payment to Franchisee(s) of the price. The Franchisee(s) shall execute such deeds or instruments of conveyance to the City as shall be required to convey to the City title to the property in fee simple, free from any and all liens and encumbrances. The price shall be based upon fair market value as determined by mutual agreement or non-binding arbitration. Each side shall pay its own attorneys' fees.

SECTION 23. AMENDMENTS TO FRANCHISE AGREEMENT. Changes in the terms and conditions to this Franchise Agreement may be made by written agreement between the City and the Franchisee.

SECTION 24. ORDINANCES REPEALED. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed as of the effective date.

SECTION 25. EFFECTIVE DATE. This Ordinance granting a franchise to Franchisee shall take effect immediately upon becoming a law; provided, however, this Ordinance shall become effective only upon the written acceptance of Franchisee all as provided in Sections 15 and16 hereinabove.

DONE AND ORDAINED this _____ day of June, 2022, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

_____
Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

_____
City Attorney

EXHIBIT 8

GENERAL REQUIREMENTS AND DESIGN CRITERIA

EXHIBIT 8

GENERAL REQUIREMENTS AND DESIGN CRITERIA

The following are general requirements and design criteria for The Villages of Southern Oaks. Additional design requirements are set forth in The Villages Construction and Development Manual as amended. Amendments can be made only with the consent of the Developer and the City's Project Review Committee:

A. ARCHITECTURAL STANDARDS

1) The design of individual buildings will be representative of the architectural style established by the Developer for the community and will be subject to review and approval by The Villages of Southern Oaks Design Review Committee (DRC). These buildings may exhibit individual detailing for harmonious diversity and may vary in specific materials, finishes, and color palettes.

2) Specific Architectural Design Standards

   a. All commercial electrical controls, meters, etc. shall be mounted on building walls, free standing wall or dumpster enclosure walls. Freestanding electrical "racks" shall be prohibited, unless specifically approved by DRC.

   b. All commercial building-mounted boxes (i.e., electrical, irrigation control boxes, gas meters, etc.) and associated conduit and piping shall be painted to match the wall to which they are mounted, as permitted by the utility companies.

   c. Exterior building lighting is permissible. Architectural lighting (fixtures attached to or integral with a building or structure) shall be selected or approved by the DRC.

   d. Where dumpsters are required, enclosures shall be finished with materials, color, and detailing similar to the associated building. Dumpster enclosures that serve facilities that dispose of food waste or other organic materials shall be constructed with a drain and hose bib for wash down. Drains shall be connected to a grease trap.

   e. Where required, Fire Department Connections (FDCs) must be located on the building structure wall (no remote FDCs) near other critical utilities (i.e., power disconnect, gas, etc.) that may need to be shut off in case of a fire, unless specifically approved by DRC.

   f. Buildings that require a fire sprinkler system shall have backflow preventers located inside the building.

   g. All commercial rooftop equipment shall be screened with parapets, landscape or architectural features.

   h. All commercial ground-mounted HVAC equipment shall be screened with a structural and/or landscaped screen wall.

i. All Project signage locations and design elements shall be determined and approved by The Villages of Southern Oaks DRC including the following:

   i. Project "Welcome" signs

   ii. Primary entry wall features and signage

   iii. Secondary entry wall features and identification signage

   iv. Directional signage

   v. Occupant identification signs

   vi. The Villages of Southern Oaks is exempt from the City's sign ordinance and shall be consistent with signage criteria located within the existing Villages development.

j. The Villages of Southern Oaks is exempt from the City's noise ordinance provided notice is given to the City in instances that may violate said ordinance.

k. All Project lighting shall be designed to meet the guidelines established by the Illumination Engineer's Society of North America to provide safe lighting levels.

B. RESIDENTIAL AND NON-RESIDENTIAL

1) Single Family Detached Residential

a. Minimum lot depth shall be 50 feet.

b. Minimum lot width shall be 30 feet.

c. Minimum front setback shall be zero feet with a minimum of 50 feet between structures (face of structure to face of structure)

d. Minimum side yard setback: zero feet

e. Minimum rear yard setback: zero feet

f. Building separation shall be permitted at a minimum of 10 feet between structures.

g. No limitation on maximum lot coverage shall apply.

h. All setbacks shall be measured from the foundation or wall; however, eaves, roof overhangs, pilasters, and similar architectural features may protrude two (2) feet into a required setback. Air conditioning units, swimming pool filter pumps, patios, door stoops, steps, sidewalks and similar features shall not be considered as encroachments into setbacks.

i. Minimum setback from contiguous property not within the Property: 10 feet except that such setbacks shall not apply to what is generally known as signs, sign towers, walls and other similar entry features and parking.

j. Minimum setback to property owned by Developer: zero feet. Minimum setback to County or City collector, minor collector, or arterial road: 20 feet from road right of way (ROW). Minimum setback for State Roads: 20 feet from road ROW except that such setbacks shall not apply to what is generally known as signs, sign towers, walls and other similar entry features and parking.

k. Minimum one (1) car parking shall be provided per residential unit. One (1) car garage requires a setback of 17' from the face of the garage to the right of way. A two (2) car garage requires a setback of 10' from the face of the garage to the right of way.

2) Multi-Family Residential

a. Residential lot building setbacks for townhomes, apartments, ALF/ILF, condominiums, or other similar uses.

i. Minimum front setback: zero feet.

ii. Minimum side and rear yard setback: zero feet.

iii. Building separation shall be permitted at a minimum of 10 feet between structures.

b. No limitation on maximum lot coverage shall apply. Maximum building height is 50 feet unless adequate fire protection is provided.

3) Commercial, Office and Industrial

a. Maximum building height is 50 feet unless adequate fire protection is provided.

b. No minimum lot size is required.

c. No minimum lot width is required.

d. No limitation on maximum lot coverage shall apply.

e. Non-Residential Building setbacks:

i. Minimum front setback: zero feet.

ii. Minimum setback from contiguous property not within the Property: 10 feet except that such setbacks shall not apply to what is generally known as signs, sign towers, walls and other similar entry features and parking.

iii. Minimum setback to property owned by Developer: zero feet. Minimum setback to County or City collector, minor collector, or arterial road: 20 feet from road ROW. Minimum setback to State Roads: 20 feet from road ROW except that such setbacks shall not apply to what is generally known as signs, sign towers, wall and other similar entry features and parking.

f. City of Wildwood Commercial Design District Standards: Due to the size of the Project and the undetermined locations of all non-residential areas, the City of Wildwood

Design District Standards are not required. However, the proposed non-residential areas shall be designed in a manner consistent with other non-residential areas within the existing Villages development.

g. Food trucks are allowed within non-residential uses as a permanent use.

h. Platting is not required for the development of non-residential property for transfer of single or multiple lot parcels; however, from time to time, as portions of the non-residential property are developed, the Developer or Owner may seek approval of a plat from the City which identifies lots, parcels, tracts, roadways, parking areas and stormwater systems which may be dedicated or conveyed to public entities or to remain in fee simple ownership.

4) Amenity/Recreational

a. Minimum front yard setback shall be zero feet.

b. Minimum side and rear yard setback: zero feet.

c. Building separation shall be permitted at a minimum of 10 feet between structures.

d. No limitation on maximum lot coverage shall apply.

e. Maximum building height is 50 feet unless adequate fire protection is provided.

f. Minimum setback to property owned by Developer: zero feet. Minimum setback to County or City collector, minor collector, or arterial road: 20 feet from road ROW. Minimum setback to State Roads: 20 feet from road ROW except that such setbacks shall not apply to what is generally known as signs, sign towers, wall and other similar entry features and parking.

5) Cell Towers

a. Towers and wireless communication services shall have a setback of one half the height of the tower except those towers designed to collapse upon themselves.

6) Water Towers

a. Water towers shall have a setback of one half the height of the tower except those towers designed to collapse upon themselves.

7) Mining within the Project will comply with section 3.20 of the City LDR.

C. RECREATIONAL VEHICLE DEVELOPMENT

1) Purpose

The purpose of this section, applying to Recreational Vehicle Developments (RVD), is to provide an environment in which recreational vehicles or dwellings may be located to enhance the enjoyment of leisure time activities and to provide a means whereby the use

occurring upon the land will be made more compatible with the surrounding properties. The following provisions shall apply to RVDs permitted by this Code.

2) Definition

An RVD shall include a parcel of land under unified management which has been planned, designed, and constructed for the placement of units for short-term, long-term, or permanent occupancy for recreational purposes.

3) A recreational vehicle (RV) shall include:

a. Travel trailer - A vehicular, portable structure built on a chassis, designed as temporary living quarters for travel, recreation and vacation. This includes, but is not limited to: bumper pull, 5th wheel, sport utility, and various styles as pulled by a vehicle.

b. Truck camper - A structure designed to be mounted on a truck chassis for use as temporary living quarters for travel, recreation, and vacation.

c. Motor home - Constructed on a commercial truck chassis, a specially designed motor vehicle chassis, or a commercial bus chassis.

d. Camping trailer - A canvas or other collapsible folding structure, such as pop-up, or tent trailer, mounted on wheels, designed as temporary living quarters for travel, recreation, and vacation use.

e. Park model (or park trailer) - A transportable unit which has a body width not exceeding 14 feet which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. Units constructed to ANAI A-19.5 shall not exceed 399 square feet. Units constructed to the U.S. Department of Housing and Urban Development standard shall not exceed 500 square feet. All measurements are to be taken along the exterior when in a setup mode. All "park trailers" must be set up and anchored as established by the Florida Building Code.

f. Houseboat - A houseboat is a boat that has been designed or modified to be used primarily as a functional dwelling. Houseboats may or may not be motorized, and can be permanently moored to a fixed point attached to the land.

4) A recreational dwelling shall include:

a. Cabin - A cabin is a small, permanent structure of no more than 1500 square feet designed to provide lodging in a recreational area.

b. Tiny house - A tiny house is a small, permanent structure of no more than 500 square feet designed to provide lodging in a recreational area.

c. Glamping dwelling - A glamping dwelling may include, but is not limited to, a permanent or semi-permanent structure with a membranous exterior that may or may not be connected to utilities, but is securely fastened to the ground.

d. Tree house - An elevated, permanent platform structure used for lodging in a recreation area when connected to utilities necessary for operation of installed fixtures and appliances in or around treed areas.

e. Hill House - A permanent structure set at or just below earth plain used for lodging in a recreation area when connected to utilities necessary for operation of installed fixtures and appliances and cover with earth.

5) Permit Process

a. RVDs must go through the site plan approval process in this code.

b. RVDs where units will be sold must also follow the Record Plat process.

6) General provisions

a. RVDs shall be classified as a tourism-oriented mixed use development, with a combination of residential, commercial, and support uses in the ARD zoning district.

b. As a condition of the site plan approval, the following uses may be permitted, but not limited to: commercial and non-commercial, recreation facilities (such as pavilions, sports courts, gathering spaces and structures, etc.), entertainment facilities, park offices, maintenance facilities, dumping stations, toilets, showers, laundry facilities, tourist-oriented retail developments, such as: retail sales establishments, personal service establishments, food service establishments with or without alcohol sales, child care centers, RV model units, or sales and service establishments, mobile home, single family detached or attached dwelling, enclosed storage structures and storage garage facilities. No such structures shall be located within any required setback, any required perimeter buffer, or any utility or drainage easement.

i. Such uses shall be conducted for the convenience of the occupants and guests of the RVD, and the public;

ii. Such retail establishments may be oriented to the interior or exterior of the RVD.

7) Specific provisions

a. All RVDs shall contain a minimum of 10 acres.

b. There shall be a building setback of 10 feet from any road right-of-way for any commercial building or accessory building.

c. Property adjacent to federal, state, or county highways shall maintain a minimum building setback of 20 feet from the highway right-of-way for any structure or RV. The minimum building setback for property adjacent to interior roads is 10 feet.

d. All RVs and additions shall have no side or rear setback, but must maintain 10 feet of building/RV separation.

e. A well-maintained, landscaped buffer of at least five feet is required around the perimeter of the RVD.

f. There is no minimum lot size, lot width, or lot depth.

g. The density of 30 lots per acre may not be exceeded.

h. Internal roadways must have a minimum width of 12 feet for one-way drives or 24 feet for two-way drives.

i. Adequate trash disposal facilities or services shall be provided with easy access from each site.

j. Each lot shall be identified by a marker clearly visible at a minimum distance of 20 feet.

k. All structures, additions, and attachments located in the RVD must be constructed to meet standard building codes. Such additions and attachments shall include, but are not limited to: carports, storage sheds, cabanas, screen rooms, pull-out or tip-out units, skirting and awnings, pergolas, gazebos, and shall be permitted, except as qualified below:

   i. No such addition or attachment shall be attached to any RV having a vehicular body length less than twenty feet.

   ii. Additions and attachments may be designed to be removable. They may be attached to the RV and parking or patio pad.

   iii. No such addition or attachment shall be located within any setback, any perimeter buffer of the RVD, or any utility or drainage easement.

   iv. Additions or attachments may be connected to utilities, including, but not limited to: sewer, water, electric, and gas.

   v. All additions and attachments must be properly permitted as required by state and local law.

l. All "park trailers" or "park models" shall be required to obtain permits prior to set-up or connection to utilities, as pursuant to this code.

D. ROADWAYS AND PARKING

The concept for the local street system is a "soft" grid of curving streets. The geometry creates a unique neighborhood identity, relates to the existing land forms, provides for a more pedestrian-friendly environment, and improves street vistas. This Project is not required to provide any connectivity (vehicular or pedestrian) to any adjacent property or project.

1) Gated Access

The access points to the Project may be gated with resident-only gates by the Developer or its successors or assigns. All gates will open with a push button system allowing vehicular traffic to enter the project. All gates will allow public access.

2) Local Street Network

Project roadways shall meet the following minimum criteria which are clarifications and/or extensions of the regulations and requirements contained in the LDR.

a. Pavement radii for residential streets, including those connecting to collector roadways, shall be 25 feet. ROW radii for residential streets shall be 20 feet. Minimum ROW may be 35 feet for all local and collector streets.

b. Minimum intersection separation shall be 100 feet.

c. There are no restrictions on the placement of residential driveways near intersections. However, residential driveways shall be placed on the minor street. Driveways shall be placed consistent with previous developments with The Villages.

   Driveway permits will not be required to be submitted with each residence within the project. All residential driveways will comply with The Villages Construction & Development Manual, as amended.

d. Roadways, except as otherwise stated in this Agreement, will be designed and classified based on the LDRs and as approved by the City Engineer.

e. The Project is not required to provide sidewalks on streets. A multimodal and/or shared use path shall be provided within the Project.

f. Pavers may be installed at crosswalks, entrance features, or other areas, within the right-of-way, to enhance the Project.

g. Stop signs on local streets may be 24" in size.

h. Villa type home products shall not require a turnaround for up to 750 feet.

3) Commercial Roadway Projects

Non-publicly dedicated roadways may be constructed from time to time pursuant to individual site plan approval without the need for platting. The layout for roadways within the property shall be depicted and approved on an individual basis. No minimum road centerline gradient is required where roadway drainage is provided that will prevent excess buildup of stormwater runoff and protect the public safety.

4) Golf Carts

Golf carts that meet the minimum equipment standards established by Florida State Statutes are allowed to utilize the roadways within the Project for all roadways signed 30 miles per hour or less and can operate between sunrise and sunset.

Golf carts that meet the minimum equipment standards established by Florida State Statutes and are equipped with additional equipment which includes headlights, brake lights, turn signals, a windshield, and reflective devices on the sides of the golf cart that could include reflective tape, are allowed to utilize the roadways within the Project for all roadways signed 30 miles per hour or less and can operate at any time day or night.

Golf cart access to or from city streets or multimodal paths outside the Project are not required and are prohibited unless explicitly approved by the Developer or its successors or assigns.

5) Road Right of Way

All roadways and road ROW will be dedicated to the City. The City will maintain all improvements within the ROW which include, but are not limited to, pavement, pavers, bridges, underground City-owned pipe utilities, storm drains, sidewalks, curbing, all street lights, traffic signals, and all required Manual on Uniform Traffic Control Devices (MUTCD) street signs. Tracts, Easements and other similar areas that are adjacent to the ROW can be combined with the ROW to meet minimum ROW width criteria. Local streets may have a 35' ROW with curbing being optional.

6) Existing Road Right of Way

The City will work with Developer to abandon/vacate existing ROW within the Project when necessary such as when ROW is deemed not needed by the Parties, never served as a road, or will no longer serve as a road due to proposed development.

7) Stormwater Management Systems

Except for those stormwater management systems within the City's right-of-way, the City shall have no obligation for the maintenance of stormwater management systems, and the Developer, or its assignees, hereby assumes maintenance of all improvements.

8) Parking Requirements

Parking within the project will be provided as detailed below:

Nonresidential Land Use	Required Parking Spaces Per Indicated Areas
1. Bowling Alley	3.0 Per lane
2. Church/Synagogue	1.0 Per 3 seats
3. Fiduciary Institutions	1.0 Per 300 sq.ft GFA
4. Hotel	1.1 per sleeping room or rental unit
5. Industrial	1.0 Per 750 sq.ft GFA
6. Manufacturing	1.0 Per 750 sq.ft. GFA devoted to manufacturing
7. Medical Center	1.0 Per 250 sq.ft GFA
8. Assisted Living/Skilled Nursing Facility/Memory Care	1.0 Per 4 beds

9. Independent Living Facility	To be determined by specific occupancy
10. Nightclub/Bar	1.0 Per 2.5 seats
11. Offices	3.0 Per 1,000 sq. ft GFA
12. Restaurant and Fast Food Establishment	1.0 Per 125 sq.ft of gross leasable area or 1.0 Per 2.5 seats, whichever is greater
13. Commercial or general retail independently located	1.0 Per 250 sq. ft of gross leasable area
14. Golf Driving Range	1.0 space per tee
15. Recreational Use	To be determined by specific occupancy
16. Public/Institutional Use	To be determined by specific occupancy
17. Mixed Use Shopping Center	
Under 400,000 sq. ft. GLA	3.5 Per 1,000 sq. ft. GLA
Over 400,000 sq.ft. GLA	3.0 Per 1,000 sq.ft. GLA
18. Storage areas	1.0 Per 2,000 sq.ft. GLA
19. Theater	1.0 Per 4 seats
20. Multi-Family	1.5 Per unit
21. Warehouse	1.0 Per 3,000 sq. ft. GFA

a. Habitable Building Area shall not include stairways, alcoves, elevator and elevator shafts, mechanical closets and similar areas of a building. Parking within the Project shall be measured on an aggregate basis, and at the time of site plan submittal, the owner shall also supply documentation indicating that sufficient parking is currently provided, or will be constructed, pursuant to the Project depicted in the site plan.

b. Once a structure has been constructed and parking provided pursuant to the requirements set forth in this Agreement, any subsequent reconstruction of the building not increasing the square footage of Habitable Building Area will not be required to document or comply with any parking requirement.

c. Parking areas may be used as loading and unloading zones without striping or demarcation.

d. On-street parallel parking may be constructed with a width of eight feet.

e. Historical parking criteria can be used to modify the parking requirements and shall be approved by The Villages of Southern Oaks DRC.

f. No approval from the City of Wildwood is required to modify parking criteria within The Villages of Southern Oaks and shared parking is permitted.

g. Any proposed use not found within this section shall defer to The Villages of Southern Oaks DRC.

E. OPEN SPACE, LANDSCAPE DESIGN, AND BUFFERS

1) Open Space

The Project shall maintain a minimum of 25% open space consistent with the City's Comprehensive Plan. Open space shall include at a minimum passive and active recreational uses, buffers, stormwater ponds, recreation centers, wetlands/ other conservation areas, golf courses, parks, trails, and other easements/ tracts. A community development district (CDD), homeowner's association (HOA), property owners association (POA), or other private entity, must maintain all such elements unless such elements are dedicated to the public and such maintenance shall be determined by separate agreement of such dedication. Open space shall not include ROW (public or private), yards, or lots of record per plat, driveways, off-street parking areas, or other impervious surface areas that do not meet the criteria. Open space areas will be assigned within the Project as a whole, regardless of phase.

2) Landscape Design Objectives

The overall objective of landscape design in the Project is to create a unique and instantly recognizable setting with a consistent sense of design character for the various uses, facilities, and common areas within the community. The landscape treatment may vary in character based on the specific architectural design. The scale and extent of the landscaping will reflect that of the building, site, and setting, as well as that of other sites in the vicinity. The consistency of the landscaping is intended to add an image of quality to the community and to unite the various uses and facilities within the Project through consistency of materials and continuity of design.

The design of all landscaping and irrigation within the community will occur via a review and approval process administrated by the DRC. Therefore, individual landscape plans are not required to be submitted to the City. However, the City acknowledges the level of landscaping shall remain substantially consistent with other projects within Villages developments in the City of Wildwood, including The Villages of Wildwood, Village of Fenney, and The Villages of Southern Oaks.

For optimum creativity and quality, this process must be somewhat subjective, thus a limited amount of specific criteria can be cited herein. The design effect will be defined and perpetuated by completed areas within the community as they are built. The DRC will require the same design approach for all subsequent facilities in the project, including outparcels developed by others.

3) Buffer Requirements

a. The Project shall include a 20-foot perimeter landscape buffer easement/ tract along the boundary lines. Where landscaped open space, recreation, golf, wetlands, upland buffers, or other conservation areas are located along the property boundary, no perimeter landscape buffer is required. No perimeter buffer shall be required for portions of the property that are adjacent to compatible uses being constructed by the same developer.

b. The 20-foot perimeter landscape buffer may be reduced to zero feet if an approximate six-foot high wall or opaque fence is installed, for which no landscaping is required. Walls or opaque fences may be constructed within project setbacks.

c. No onsite landscape buffer shall be required between internal parcels or uses. No landscape buffers shall be required along perimeters of the Project abutting properties not owned by the Developer with similar land uses.

d. Stormwater ponds, existing topographic depressions, grading, and compensating storage areas shall be allowed within the perimeter landscape buffer.

e. Where 20-foot perimeter landscape buffer is required on residential home sites, the landscape, wall/fence and irrigation shall be installed with each home construction.

4) Maintenance of Common Areas

Maintenance and repair of structures, lawn mowing, and landscaping maintenance of all common areas within the Project shall be owned and maintained by the POA, HOA and/or a CDD, at no cost or obligation to the City. The Developer/ owner shall create guidelines for the maintenance of common areas.

F. POTABLE WATER, SANITARY SEWER, EFFLUENT AND IRRIGATION

1) Potable Water, Sanitary Sewer and Effluent Disposal

The potable water, sanitary sewer and effluent disposal system shall be designed to meet the applicable utility provider's specifications. Additionally, the City acknowledges that the non-city utility may utilize portions of the public stormwater conveyance system to transfer captured stormwater and re-use water as defined by FDEP within the interconnected stormwater basin system via gravity flow and pressure pipe to improve water conservation.

2) Irrigation

The irrigation system shall be designed to meet the applicable utility provider's specifications including not required for specific housing projects.

EXHIBIT 9

VOSO APPLICATIONS

City of Wildwood, Florida
Development Services Department
100 N. Main St., Wildwood, FL 34785
Tel: 352.330.1334 Fax: 352.330.1338
www.wildwood-fl.gov

Staff Use Only

Case No.: _____

Fee Paid: _____

Receipt No.: _____

VOSO - Master Plan Application

Contact Information:

Applicant Name: _____ Phone: _____

Address: _____ E-mail: _____

Owner Name: _____ Phone: _____

Address: _____ E-mail: _____

Engineer Name: _____ Phone: _____

Address: _____ E-mail: _____

Property and Project Information:

PROJECT NAME*: _____

*A project name is required for all submissions. Please choose a unique name for your project.

List Parcel Number(s): _____

Required Submittal Items: All submittals require an electronic copy with all below materials submitted in PDF format.
Note: All electronic files MUST be numbered and labeled as shown above. Failure to include the above supporting documentation will delay processing of your application package.

***Master Plan Application Fee - $2,000, 3rd & subsequent resubmittals - $1,000 each**

- ☐ A.0 Master Plan Application*
- ☐ A.1 Property Card Printout (Include Parcel ID)
- ☐ A.2 Current Deed
- ☐ A.3 Aerial Photo / FEMA**
- ☐ A.5 Legal Description (Microsoft Word format) Master Plan Parcel
- ☐ A.6 Authorized Agent Form (as necessary)
- ☐ B.1 Master Plan, 24" x 36"
- ☐ B.2 Sketch & Description Master Plan Parcel
- ☐ B.2 Boundary Survey Parent Parcel

****Note:** All maps are required to depict adjacent properties at a minimum. Failure to provide adequate maps may delay the application process. Most maps are accessible through the Interactive Map at https://www. sumtercountyfl.gov/105/GIS. Legal descriptions **MUST** be Microsoft Word format and must comprise the **ENTIRE** development.

Please describe your request in detail: _____

_____

_____

Required Documents & Fees

Attached to this application is a list of **REQUIRED** data, documents and forms for each application type as well as the adopted fee schedule. These items must be included when submitting the application package. Failure to include the supporting data will deem your application package **INCOMPLETE** and will not be processed for review. Per Sec. 14-3 of the Wildwood Code of Ordinances, all charges for engineering plan review, site inspections/visits, and other engineering services deemed necessary shall be paid by the developer at cost.

Signature: _____ Print Name: _____ Date: _____

If application is being submitted by any person other than the legal owner(s) of the property, the applicant must provide a notarized Authorized Agent form (available on the City's Website) from the owner to submit application.

City of Wildwood, Florida
Development Services Department
100 N. Main St., Wildwood, FL 34785
Tel: 352.330.1334 Fax: 352.330.1338
www.wildwood-fl.gov

Staff Use Only

Case No.: _____

Fee Paid: _____

Receipt No.: _____

VOSO - Site Plan Application

Contact Information:

Applicant Name: _____ Phone: _____

Address: _____ E-mail: _____

Owner Name: _____ Phone: _____

Address: _____ E-mail: _____

Engineer Name: _____ Phone: _____

Address: _____ E-mail: _____

Property and Project Information:

PROJECT NAME*: _____

*A project name is required for all submissions. Please choose a unique name for your project.

List Parcel Number(s): _____

Required Submittal Items: All submittals require an electronic copy with all below materials submitted in PDF format.
Note: All electronic files MUST be numbered and labeled as shown above. Failure to include the above supporting documentation will delay processing of your application package.

***Site Plan Application Fee - $2,000, 3rd & subsequent resubmittals - $1,000 each**

- ☐ A.0 Site Plan Application*
- ☐ A.3 Aerial Photo/FEMA**
- ☐ A.6 Legal Description (Word format)
- ☐ A.7 Authorized Agent Form, if applicable
- ☐ B.2 Two (2) Sets of Plans, 24" x 36" C.4
- ☐ Stormwater Calculations (as applicable)

****Note:** All maps are required to depict adjacent properties at a minimum. Failure to provide adequate maps may delay the application process. Most maps are accessible through the Interactive Map at https://www.sumtercountyfl.gov/105/GIS. Legal descriptions **MUST** be Microsoft Word format and must comprise the **ENTIRE** development.

Please describe your request in detail: _____

_____

_____

Required Documents & Fees

Attached to this application is a list of **REQUIRED** data, documents and forms for each application type as well as the adopted fee schedule. These items must be included when submitting the application package. Failure to include the supporting data will deem your application package **INCOMPLETE** and will not be processed for review. Per Sec. 14-3 of the Wildwood Code of Ordinances, all charges for engineering plan review, site inspections/visits, and other engineering services deemed necessary shall be paid by the developer at cost.

Signature: _____ Print Name: _____ Date: _____

City of Wildwood, Florida
Development Services Department
100 N. Main St., Wildwood, FL 34785
Tel: 352.330.1334 Fax: 352.330.1338
www.wildwood-fl.gov

Staff Use Only

Case No.: _____

Fee Paid: _____

Receipt No.: _____

VOSO - Subdivision Improvement Plan Application

Contact Information:

Applicant Name: _____ Phone: _____

Address: _____ E-mail: _____

Owner Name: _____ Phone: _____

Address: _____ E-mail: _____

Engineer Name: _____ Phone: _____

Address: _____ E-mail: _____

Property and Project Information:

PROJECT NAME*: _____

*A project name is required for all submissions. Please choose a unique name for your project.

List Parcel Number(s): _____

Required Submittal Items: All submittals require an electronic copy with all below materials submitted in PDF format.
Note: All electronic files MUST be numbered and labeled as shown above. Failure to include the above supporting documentation will delay processing of your application package.

***Improvement Plan Application Fee - $1,075, 3rd & subsequent resubmittals - $537.50 each**

- ☐ A.0 Improvement Plan Application*
- ☐ A.3 Aerial Photo/FEMA**
- ☐ A.6 Legal Description (Word Format)
- ☐ A.7 Authorized Agent Form, if applicable
- ☐ B.2 Plan Set, 24" x 36" (Also Provide Two (2) Hard Copies)
- ☐ C.4 Stormwater Calculations (as applicable)

****Note:** All maps are required to depict adjacent properties at a minimum. Failure to provide adequate maps may delay the application process. Most maps are accessible through the Interactive Map at https://www.sumtercountyfl.gov/105/GIS. Legal descriptions **MUST** be Microsoft Word format and must comprise the **ENTIRE** development.

Please describe your request in detail: _____

_____

_____

Required Documents & Fees

Attached to this application is a list of **REQUIRED** data, documents and forms for each application type as well as the adopted fee schedule. These items must be included when submitting the application package. Failure to include the supporting data will deem your application package **INCOMPLETE** and will not be processed for review. Per Sec. 14-3 of the Wildwood Code of Ordinances, all charges for engineering plan review, site inspections/visits, and other engineering services deemed necessary shall be paid by the developer at cost.

Signature: _____ Print Name: _____ Date: _____

City of Wildwood, Florida
Development Services Department
100 N. Main St., Wildwood, FL 34785
Tel: 352.330.1334 Fax: 352.330.1338
www.wildwood-fl.gov

Staff Use Only

Case No.: _____

Fee Paid: _____

Receipt No.: _____

VOSO - Subdivision Final Plat Application

Contact Information:

Applicant Name: _____ Phone: _____

Address: _____ E-mail: _____

Owner Name: _____ Phone: _____

Address: _____ E-mail: _____

Surveyor Name: _____ Phone: _____

Address: _____ E-mail: _____

Property and Project Information:

PROJECT NAME*: _____

*A project name is required for all submissions. Please choose a unique name for your project.

List Parcel Number(s): _____

Required Submittal Items: All submittals require an electronic copy with all below materials submitted in PDF format.
Note: All electronic files MUST be numbered and labeled as shown above. Failure to include the above supporting documentation will delay processing of your application package.

***Final Plat Application Fee - $700, 3rd & subsequent resubmittals - $350 each**

- ☐ A.0 Final Plat Application*
- ☐ A.3 Aerial Photo/Location Map**
- ☐ A.6 Legal Description (Microsoft Word format)
- ☐ A.7 Signed, Notarized Authorized Agent Form If applicable
- ☐ B.1 Signed and Sealed Boundary Survey
- ☐ B.2 Plan Set, 24" x 30"
- ☐ E.2 Declaration, Covenants & Restrictions
- ☐ E.3 Title Certificate

****Note:** All maps are required to depict adjacent properties at a minimum. Failure to provide adequate maps may delay the application process. Most maps are accessible through the Interactive Map at https://www.sumtercountyfl.gov/105/GIS. Legal descriptions **MUST** be Microsoft Word format and must comprise the **ENTIRE** development.

Please describe your request in detail: _____

_____

_____

Required Documents & Fees

Attached to this application is a list of **REQUIRED** data, documents and forms for each application type as well as the adopted fee schedule. These items must be included when submitting the application package. Failure to include the supporting data will deem your application package **INCOMPLETE** and will not be processed for review. Per Sec. 14-3 of the Wildwood Code of Ordinances, all charges for engineering plan review, site inspections/visits, and other engineering services deemed necessary shall be paid by the developer at cost.

Signature: _____ Print Name: _____ Date: _____

City of Wildwood, Florida
Development Services Department
100 N. Main St., Wildwood, FL 34785
Tel: 352.330.1334 Fax: 352.330.1338
www.wildwood-fl.gov

VOSO- Record Drawing Clearance Procedures

Date:_____

Project Name:_____

The following items are required to be submitted to the City in one complete package:

- ☐ One (1) ORIGINAL Engineering of Record Certification of Completion on City of Wildwood form
- ☐ One (1) COPY of above Engineering of Record Certification of Completion
- ☐ Four (4) hard copies of sealed Record Drawings.
- ☐ Two (2) hard copies of all sealed original material testing lab reports.
- ☐ Two (2) hard copies of FDEP final clearance acceptance for potable water and sanitary sewer system, if applicable
- ☐ Two (2) CD copies of all above materials

Following review of the above items by the City Engineer, the City Engineer will review for completeness. Once the above items are found to be acceptable, a field inspection will be conducted by the City Engineer and a final punch list will be issued which must be satisfactorily completed prior to final acceptance of the site improvements.

City of Wildwood, Florida
Development Services Department
100 N. Main St., Wildwood, FL 34785
Tel: 352.330.1334 Fax: 352.330.1338
www.wildwood-fl.gov

VOSO - Final Construction Clearance Procedures

Date:_____

Project Name:_____

Final Acceptance of Site Plans and Subdivisions

The following items are required to be submitted to the City in one complete package:

- ☐ Two (2) hard copies of sealed final as-builts.
- ☐ Two (2) hard copies of certification letter to the City certifying that the constructed stormwater ponds have adequate volume for the project being certified complete.
- ☐ Two (2) hard copies of clearance forms from any other applicable permitting agencies, if possible (FDOT, etc)
- ☐ Two (2) CD copies of all above materials

Note: Please include all of the above checklist items. If any of the items do not apply to your project, please write "N/A" and explain in the notes section below. Failure to submit this checklist with your clearance package will result in a delay in processing.

City of Wildwood, Florida
Development Services Department
100 N. Main St., Wildwood, FL 34785
Tel: 352.330.1334 Fax: 352.330.1338
www.wildwood-fl.gov

VOSO- Engineer's Certification of Satisfactory Completion

City of Wildwood
100 N Main Street
Wildwood, Florida 34785

Project Name:_____

Applicant Name:_____

I hereby certify to the City of Wildwood that the above referenced project has been fully and satisfactorily completed in accordance with the approved plans and permits, and the provisions of the Land Development Code or VOSO Development Agreement.

This Certification is made based on site observations by me and/or others under my responsible charge, review of certified material testing reports, and review of record drawings prepared by a registered engineer.

I am forwarding herewith two (2) copies of the certified material testing reports and four (4) prints of the RECORD DRAWING which shows the improvements as constructed including dimensions and elevations. The RECORD DRAWING has been certified as correctly indicating actual conditions of construction.

By_____

_____
(Typed Name)

Registered Engineer No._____

SEAL REQUIRED

STATE OF FLORIDA
DATE:_____

THE VILLAGES OF SOUTHERN OAKS AREA B
CHAPTER 163 DEVELOPMENT AGREEMENT

This Development Agreement (referred to as the or this "Agreement") made this _____ day of _____, 2022, by and between The Villages Land Company, LLC, a Florida limited liability company, (hereinafter referred to as "VLC"), whose mailing address is 3619 Kiessel Road, The Villages, Florida 32163, and which shall be referred to as "Owner", "Developer" or "Master Developer" as hereafter described) and the City of Wildwood, a Florida municipal corporation whose mailing address is 100 North Main Street, Wildwood, Florida 34785 (hereinafter referred to as "City" or "Wildwood"). The City and VLC may sometimes be referred to collectively herein as the "Parties".

WITNESSETH

WHEREAS, The Villages of Lake-Sumter, Inc., has served as the Developer of The Villages of Sumter Development of Regional Impact (DRI), The Villages of Marion Florida Quality Development (FQD), The Tri-County Villages DRI, The Villages of Fruitland Park DRI, The Villages of Wildwood DRI, The Village of Fenney, The Villages of West Lake and The Villages of Southern Oaks, together commonly known and referred to as "The Villages"; and

WHEREAS, The Villages have been developed as a self-contained age restricted community with amenities and services on site to meet the needs of its residents, including the provision of mixed use town centers and internal multi-use paths to minimize the use of the automobile; and

WHEREAS, The Villages has developed into a well-designed community with a population of over one hundred twenty-five thousand (125,000) with significant recreational opportunities on-site and approximately six million (6,000,000) square feet of non-residential development. This non-residential development has also provided new commercial development that has served and continues to serve the larger Wildwood community and surrounding areas; and

WHEREAS, VLC acquired property in south Wildwood that has been designated as Age Restricted Development (ARD) on the City's Future Land Use Map (FLUM) and is referred to as The Villages of Southern Oaks (hereinafter referred to as the "Project"); and

WHEREAS, the City's comprehensive plan includes Future Land Use Element Policy 1.1.23 which is a site specific policy that establishes development requirements for the Project. Policy 1.1.23 refers to The Villages of Southern Oaks Area B Chapter 163 Development Agreement which is this Agreement; and

WHEREAS, the Project contains mostly vacant lands that are approved for a wide range of urban uses such as commercial, residential, office and medical uses as well as agricultural uses as provided for in the City's FLUM ; and

WHEREAS, VLC has chosen to divide the Project into areas with each area having a separate Chapter 163 Development Agreement with the City. The boundary of Area B is identified in **EXHIBIT 3** (hereinafter referred to as the "Property"). A location map of the Property is attached as **EXHIBIT 3.** The Property is owned by VLC although, in the future, portions of it may be transferred to another entity or subdivided and sold; and

WHEREAS, this Agreement is solely for Area B with a legal description attached as **EXHIBIT 1**; and

WHEREAS, this Agreement is needed to establish standards for how Area B and future areas relate including providing for the transfer of entitlements between the areas as needed; and

WHEREAS, the original agreement for Area B was adopted on September 23, 2019 and a subsequent amendment adopted on February 24, 2020, October 12, 2020, March 22, 2021 and on July 11, 2022 with each Agreement adopted as an amended and restated agreement, thereby ensuring that all prior Agreements are no longer in effect; and

WHEREAS, VLC or another entity affiliated with the Owner is anticipating acquiring additional lands within south Wildwood in the future and is seeking with this Agreement to provide a format or template for long-term certainty and predictability of its development endeavors and a process for working with the City; and

WHEREAS, while development plans for the Project are currently only conceptual, it is important to all Parties to (1) establish the procedures under which the development can be conceptually approved so that, at the time of development, development orders and permits may be reviewed and acted on as efficiently and expeditiously as possible; (2) establish procedures that provide for predictability, yet appropriate flexibility to meet market changes during the term of this Agreement; and (3) to provide assurances that the Owner will be able to rely on for the life of this Agreement certain development rights as identified herein; and

WHEREAS, the City and the Owner has agreed on a term of thirty (30) years as sufficient to allow full development of the Property under the authority of the Florida Local Government Development Agreement Act as set out in Section 163.3229, Florida Statutes; and

WHEREAS, Sections 163.3220-163.3243, Florida Statutes, authorizes local governments and developers to enter into certain types of development agreements with long duration of up to 30 years to provide certainty to both parties in terms of current and future process and entitlements under such statutes; and

WHEREAS, the Property, is located in an area which is within a Joint Planning Area with Sumter County in order to plan for future public facilities and coordinate annexations; and

WHEREAS, developing these properties on additional land in a mixed use, compact development pattern connected by internal multi-use paths furthers the City of Wildwood's policies in the south Wildwood area; and

WHEREAS, the Project, is planned to be integrated over time into The Villages but will not be a DRI; and

WHEREAS, this Development Agreement provides a statutory binding template much like a local Development Order. It strengthens the public planning process, encourages sound capital improvement planning and financing and assists in ensuring that adequate capital facilities are in place to address the impacts of development. It also encourages well thought out development and planning to reduce the costs and impacts of development to the citizens of Wildwood; and

WHEREAS, the City and the Owner agree that The Villages should have consistent requirements for its different communities to maintain continuity and to minimize confusion for both the City and The Villages; and

WHEREAS, the City recognizes that The Villages has procedures to address special events and other requirements which are applied through-out the communities and exemptions from the City's Code is warranted; and

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein and other good and valuable consideration, sufficiency and the receipt of which are hereby acknowledged, it is mutually agreed as follows:

I. PURPOSE, AUTHORITY AND LEGAL DESCRIPTION

(A) Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement by reference.

(B) Purpose. The purpose of this Agreement is six-fold.

1) It will provide a binding written agreement between the City and the Owner for the long-term development in order to provide a mutually acceptable process for the City and certainty to the Developer;

2) It will set out for both Parties and the citizens of Wildwood the density, intensity, land uses and processes to be followed for purposes of development;

3) It will approve new development rights and clarify certain development rights or assumptions identified and clarify how the City's land development regulations (LDR's) will apply;

4) It will anticipate and plan for future development to be continuing;

5) It will establish design standards and a process, both for this development and other development which will take place under the Age Restricted Development (ARD) future land use and zoning category; and

6) It will help ensure consistency and continuity between The Villages communities by providing exemptions from specified provisions in the City's Code.

(C) Authority for Agreement: This Agreement is entered into pursuant to the authority of the Florida Local Government Development Agreement Act which consists of

Sections 163.3220-163.3243, Florida Statutes, the authority under those sections are supplemental and additional to the powers conferred upon local governments by other laws and it encourages sound capital improvement planning and financing, reducing the cost of housing and development and encouraging a commitment to long-term comprehensive planning for a community.

(D) Legal description. The Property subject to this Agreement is shown by a sketch of the Property and legal description which is attached and incorporated as **EXHIBIT 1** and a location map as **EXHIBIT 3.**

II. APPROVED LAND USE AND DEVELOPMENT RIGHTS

(A) Land Use. The City has changed the future land use of the Property to ARD and has also approved ARD zoning. The City has also adopted Future Land Use Element Policy 1.1.23 which is a site specific policy that only applies to the Project. All approvals are in effect.

TABLE 1: AREA B PROJECT ENTITLEMENTS

LAND USE	APPROVED DEVELOPMENT
RESIDENTIAL	18,413 DWELLING UNITS (Age Restricted)
NON-RESIDENTIAL	2,315,000 SQUARE FEET OF COMMERCIAL/OFFICE 110,000 SQUARE FEET OF OFFICE/GOVERNMENT

(B) Proposed Entitlements, Conversion Matrix.

1) The Table 1 entitlements can be converted to other uses authorized by the ARD future land use and zoning and Future Land Use Policy 1.1.23 utilizing a land use conversion matrix included in **EXHIBIT 2** and a process described by this Agreement.

2) Although not specifically listed above, all uses authorized by the City's comprehensive plan which are permitted within the Project are set out in **EXHIBIT 4**.

3) The VLC is the Master Developer for the Project. As the Master Developer, VLC owns and controls all of the development rights and entitlements within the Project which are identified in Table 1 above for Area B. Any proposed development or improvements to property within the Project requires the prior written approval of the Master Developer, including, but not limited to, use of any entitlements as to any parcel or property within the Project. No new development can occur that reduces VLC's entitlements or Master Developer rights without Master Developer's prior authorization. VLC maintains an accounting of its development entitlements and will provide a copy to the City upon request.

4) VLC may transfer entitlements to and from Area B to any future area within the Project without requiring an amendment to this Agreement. VLC must provide the City notice of at least thirty (30) days in advance of transferring entitlements with no approval required by the City. Table 1 will be revised to reflect the current entitlements once an amendment is proposed to the Agreement.

(C) Future Phases. The development process approved by this Agreement only applies to the legal description attached as **EXHIBIT 1** and, as will be more fully explained later in this Agreement, additional lands cannot be added without going through the statutory process of amending this Agreement or, at the sole option of the Owner, entering into a separate 163 Agreement for future land. Accordingly, in the future, there may be additions of development phases or the additional lands could be added to this Development Agreement by the statutory process developed as a single phase. However, if developed in future phase and/or separate phases, since the real estate is not always contiguous to the Property in Exhibit 1, there will be no aggregation of traffic under the City's LDR for mitigation purposes because all of the development on these lands will not be using the same roadways. If additional lands are added, either through an amendment to this Agreement or at the election of the Developer, a new development agreement, the Developer will provide the required public notices and direct notices to affected individuals and will provide density, intensity, use and any infrastructure known to be needed at the time, as required by the statutes. However, nothing contained in this paragraph or this Agreement shall be construed as requiring the City to adopt any amendment to this 163 Agreement or to adopt any separate 163 Agreements.

III. LAND USES AND APPROVED DEVELOPMENT RIGHTS AND ASSUMPTIONS

(A) Permitted Uses, Density and Intensity

1) Uses Permitted in Project. The Project is approved for the uses permitted in ARD land use and zoning category and Future Land Use Policy 1.1.23 as identified in **EXHIBIT 4**, including all permitted accessory uses. The maximum residential density in the ARD is 30 units per acre with no minimum density and the maximum intensity is 0.5 FAR, except for the Town Center and Medical Campus which is 3.0 FAR. ARD is a mixed use category which must meet the minimum and maximum percentages identified in the Future Land Use Element Policy 1.1.22 of the City's plan.

2) Agricultural. The Property has historically been used for agricultural activities and the Developer may pursue bona fide agricultural and silvicultural uses on the Property unless all permits and approvals necessary for a portion of the Agreement are within an approved Site Plan. For purposes of this Agreement, Site Plan is defined as either a non-agricultural site plan approval or a residential improvement plan approval from the City. There may be numerous Site Plans on the Property so if a Residential or Non-Agricultural Site Plan is approved for one area, agricultural use will stop in that area but may continue in others without approved Site Plans.

3) Mining. Mining is permitted pursuant to Section 3.20 of the City's Land Development Regulations.

4) Additional Land Uses. Additional land uses other than those permitted under the comprehensive plan require approval by the City through an amendment to the City's comprehensive plan. No amendment to this Agreement will be required to implement those uses so long as the additional land uses were approved through the comprehensive plan amendment process.

5) Towers and Wireless Communication Services. Towers and Wireless Communication Services (including cell and wireless communication towers) are a permitted use within the Property and are thus exempt from requiring a Special Exception Use and exempt from the requirements in Section 3.9 (E)(18) of the City of Wildwood Land Development Regulations. Towers and wireless communication services adjacent to external residential zoned properties shall have a setback of one half the height of the tower except those towers designed to collapse upon themselves. Collapsing towers and those towers not adjacent to external residential zoned properties shall comply with the setback and buffering provisions contained in **EXHIBIT 8**.

6) Alcoholic Beverages. The sale and consumption of alcoholic beverages is permitted within the Property. The Property is exempt from Section 4-5(a) of the City of Wildwood Code of Ordinances. All non-residential areas and uses, recreational areas and uses, and areas of mixed use shall be exempt from Section 4-2(a) of the City of Wildwood Code of Ordinances. However, streets dedicated to the City, sidewalks dedicated to the City, alleys dedicated to the City, and City owned public parks shall not be exempt from Section 4-2(a). This exemption shall not exempt the sale and consumption of alcoholic beverages from complying with the alcoholic beverage laws of the State of Florida.

IV. PROJECT INFRASTRUCTURE FACILITIES AND UTILITIES

(A) Transportation

1) Traffic Generation/Analysis. Based on the traffic impact study methodology approved by the City, the traffic consulting firm of Kimley-Horn & Associates has conducted a transportation analysis for the amount of development approved in **TABLE 1**. The result of the Kimley-Horn & Associates analysis was that no new off-site transportation improvements are needed for local roads for the time period and development scenario analyzed. The traffic analysis is attached as **EXHIBIT 6**.

2) Traffic Assumptions. The City agrees that Developer may use the following transportation assumptions when conducting a traffic analysis for development within the Property:

a) Developer may rely upon both the 2005 Origin and Destination Survey Summary Report and the 2008 Origin and Destination Summary Report of Non-Residential Travel Characteristics Study performed by Kimley-Horn & Associates and approved by FDOT for The Villages DRI's. Those assumptions provided a high community capture rate, given the mixed use nature of the development, the roadways and non-vehicular connections and the age restricted nature of the development with less persons per household and fewer work trips.

b) Developer may assume that the City will permit Developer in the future to assume the amount of development identified in **TABLE 1** is approved 12,125 PM peak hour trips.

3) Traffic Conversion to Other Land Uses. Developer may convert development entitlements depicted in **TABLE 1** to other uses approved in the City's comprehensive plan, only so long as the total trips generated do not exceed the trips permitted in **TABLE 1**. Attached and incorporated as **EXHIBIT 2** is a Land Use Conversion Table (the "Conversion Table") identifying the trip equivalency for each land use permitted. No amendment to this Agreement is required in order to utilize the Conversion Table. Developer must provide the City notice of at least thirty (30) days in advance of using the Conversion Table with no approval required by the City.

4) New Traffic Analysis. If Developer proposes new additional development entitlements within this Property [excluding transfers pursuant to Section II (B) 4. of this Agreement and conversions pursuant to Section IV (A) 3. of this Agreement], it will be required to provide a new traffic analysis or demonstrate to the City's satisfaction that a new traffic analysis is not required. Such additional new entitlements on the Property subject to this Agreement will be treated as aggregable for traffic mitigation proposed pursuant to Section 1.17 of the City's LDR's.

5) Transportation Modes. Developer will provide within the Project (or outside of the Project but within The Villages, as needed) multi-use paths, lanes and connectivity bridges and tunnels consistent with those at The Villages' DRI's in order to provide interconnectivity for golf carts and other modes of transportation for the purpose of reducing reliance on automobiles.

6) Developer acknowledges that development on the Property will be subject to Sumter County's impact fee ordinances and also any agreements entered into between Developer and the County for credits against such ordinances.

(B) Potable Water and Sanitary Sewer Service

1) An affiliate of Developer and the City have entered into a separate Utility Franchise Agreement in order to address provision of potable water and sanitary sewer services to the Project. That Agreement is attached as **EXHIBIT 7** but is not incorporated into this Agreement, so that the Parties may agree on changes to it over time and not have to amend this Agreement.

(C) Solid Waste Service

1) Solid Waste service will be provided by an affiliate of Developer pursuant to a franchise agreement between such affiliated party and the City. Such Agreement will be included in the file but will not be incorporated into this Agreement so that the Parties can agree on a change without having to amend this Agreement.

(D) Availability of Infrastructure

1) Necessary potable water and sanitary sewer, neighborhood streets, gas lines, power, phone, fiber and cable, as well as any new facilities required to service the same, shall be constructed or installed so as to be available concurrent with the development which is served by it.

(E) Public School Impacts

1) The Developer must at the time of development for any non-age restricted dwelling units created within the Project coordinate with the Sumter County School Board to address school capacity.

V. GENERAL REQUIREMENTS AND DESIGN CRITERIA

The general requirements and design criteria covering the Property are attached and incorporated as **EXHIBIT 8**. The Project shall adhere to the design standards contained within the Agreement, the Project's Standard Detail Manual and the City's LDR's amended October 14, 2019 (Water, Sewer, and Miscellaneous Details). A Standard Detail Manual will be provided to the City for review and approval. The manual will serve as a guide for purposes of development and include those requirements of **EXHIBIT 8.**

(A) Permitting, Construction, and Reconstruction of Buildings

1) Project Approval Process. The Developer shall submit a master development plan that generally shows the intended development including roadways, amenities, ponds, buffers and neighborhoods for each phase of development. The master development plan shall be submitted to the City and go through the Project Review Committee (PRC), Planning and Zoning and City Commission process to obtain approval. Once the master development plan has been approved, all projects within the boundary of the master development plan only require PRC approval. Alteration of land, grading, mass grading and/or stormwater earthwork projects do not require a permit from the City. Mass grading and/or stormwater earthworks shall be defined as excavation and filling on the Project on a large scale over a large area to achieve final grades as established by the engineer of record and as approved by SWFWMD. Generating large quantities of soil via deep excavation and temporary stockpiling the material is an approved use. A copy of the SWFWMD permit shall be provided to the City once obtained. For improvement plans, site plans and plats which are included within an approved master plan, the Development Services Director or assignee shall have the option to review, approve and/or comment without going through the PRC process.

The City shall not review or comment on utilities that are not owned or maintained by the City. Dry utilities (i.e. power, phone, fiber, cable, gas, etc.) designs will be provided during the record drawing process. Building elevations are not required for Site Plan approval. Existing zoning, existing future land use, and soils maps will be provided during the master development plan submittal and will not be required to be submitted with each subdivision, Site Plan, amenity, roadway project, or final plat. The aerial and floodplain maps shall be submitted with every project.

2) Plan changes made to the approved Site Plan during construction shall be provided to the Development Services Director to be placed into the file of record. A

modification to the permit will not be required, unless required by the Development Services Director.

3) Final Plat. Final plats shall meet all the requirements of F.S. Chapter 177 and shall be so certified by a Professional Surveyor and Mapper. The final plat shall be prepared on mylar using sheet sized 24 inches by 30 inches (24"x30") with a three-inch (3") margin on the left and one-inch (1") margin on the other three sides. Monuments for Permanent Reference Monuments (PRM's), Permanent Control Points (PCP's) and lot or tract corners shall be set in accordance with requirements of F.S. Chapter 177 with rebars and caps being acceptable for PRM's.

The plat shall be reviewed for conformity to F.S. Chapter 177 by a Professional Surveyor and Mapper either employed by the City or under contract to the City, and evidence of such review shall be placed on the plat. Field verification of any points or measurements shown on the plat will not be required for said review.

The following are not required to be submitted with the plat or shown on the plat:

a) Driveway locations;

b) Landscape Plans and Tree Surveys;

c) Building Elevations;

d) Stormwater/Drainage Calculations;

e) Performance Bonds which may be addressed through the required CDD bonds;

f) Maintenance Bonds which may be addressed through the required CDD bonds; and

g) Preliminary Concurrency Determination.

4) The Engineer will provide Engineer's Certification of Completion, Material Testing Reports and Record Drawings to the City for approval. Record drawings will be provided by the Engineer to the City for approval prior to issuance of building permits. Once record drawings have been received or approved by the City, building permits may be issued by Sumter County. Landscaping, screen walls, entry signage, and fencing is not required to be completed to obtain record drawing approval. The record drawings shall include all plan changes during construction and the following certification on the submitted plans from the Engineer including signature and date:

> "I hereby certify that the pavement, curbing, sidewalks, water, sewer, and storm drainage systems have been built in accordance with these "record" drawings. This certification is based on visual inspections. The record drawings are believed to be correct to the best of the Engineer's knowledge and the accuracy of the information cannot be guaranteed."

Within (ninety) 90 days of approval of the final Record Drawing within a master plan phase by the City, the Engineer will provide Final As-Built plans for the entire master plan phase at one time, Final Clearance of Potable Water, and Sanitary Sewer Systems by FDEP. If applicable, the engineer of record shall provide a letter to the City certifying that the constructed stormwater ponds have adequate volume for the project(s) being certified complete. The Developer shall have perimeter walls and perimeter landscaping substantially complete except for where construction access is required or in areas where the buffer shall be installed with the home. Appropriate digital files of the final As-Builts agreed upon by the parties will be provided to the City.

The water and sewer utility provider will review and sign off on FDEP Clearance forms for submittal. The Engineer will provide the utility provider Record Drawings, passing pressure test results, lift station start up results, Operations and Maintenance manuals, unexpired bacteriological laboratory test results, and the FDEP clearance form signed by all parties with the exception of the water and sewer utility provider. The utility clearance process shall not hold up or delay in any way the Record Drawing approval process. The potable water and sanitary sewer shall be cleared prior to the certification of occupancy of a given home.

5) All structures and site improvements must be permitted by the City pursuant to Site Plans submitted to and approved by the City. The Developer shall install and complete all required site improvements with documentation including record drawings prior to the City issuing a Certificate of Occupancy for any permitted structure. Partial clearance may be obtained when proof is provided to the City that life safety items have been completed for Certificate of Occupancy. Site Plan approval shall be based upon adherence of this Agreement.

a) Easement and/or tract widths for utilities not owned and maintained by the City shall be determined by the utility having ownership and maintenance responsibilities.

b) Stormwater ponds connected to an irrigation pumping/bleed-down system are not required to have six (6) inches of freeboard.

c) If the water and sewer utility system is not owned by the City, utility cost estimates and inspection fees are not required as part of Site Plan approval.

6) Environmental reports are to be submitted only at the time of a comprehensive plan amendment.

7) Stormwater calculations are not required to be approved by the City as long as a SWFWMD permit is obtained. The Developer's engineer shall submit stormwater conveyance system calculations for storm systems to be owned and maintained by the City.

8) The traffic study submitted with the rezoning application shall be sufficient for the duration of the Project.

9) A tree preservation and mitigation plan is not required. However, a note shall be on the plans stating that the landscaping and tree mitigation shall be on an aggregate basis and consistent with historical development within The Villages.

10) Community Development Districts. It is anticipated that the Property will include one or more community development districts (CDD's) created by the City pursuant to Chapter 190, F.S. It is understood and agreed between the Parties that any obligations or requirements placed on Owner may be transferred to one or more CDD's for implementation and operation, pursuant to the authority in Chapter 190.

11) The PRC may approve minor changes to the Design Standards in this Agreement if it determines the changes meet the criteria for variances in Section 3.12 of the LDRs or are appropriate for the waiver process. Such minor changes may be approved by the PRC with no amendment required to this Agreement.

12) Failure of the Agreement to address a particular permit condition, term or restriction shall not relieve VLC of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

13) The Project is exempt from the collection of the Recreation Impact Fee effective October 1, 2019.

14) Only those applications found in **EXHIBIT 9** are required for the Project. These applications are specific to this Agreement.

15) The Developer or Developer's applicant may request an additional PRC meeting be held if ten (10) days' notice is provided to the Development Services Director in which approval of the request should not be unreasonably withheld.

(B) Amendments

Any amendments to this Agreement must follow the same process as adoption of the original agreement and the requirements of the Florida Local Government Development Agreement Act (Sections 163.3220-163.3243, F.S.)

VI. GOVERNING LAWS AND POLICIES. This Agreement establishes the standards that apply to this Project and if there is any conflict between the Agreement and the City of Wildwood Land Development Regulations this Agreement shall prevail. Furthermore, for those provisions not in conflict with this Agreement, the City's LDR's and policies governing the Project at the time of execution of the Development Agreement shall govern the development of land for the duration of this Development Agreement. The local government may apply subsequently adopted laws and policies to the development subject to this Agreement, only if the local government has followed the procedures set forth in 163.3233.

VII. COMPREHENSIVE PLAN. Pursuant to the terms and conditions of this Agreement, the City finds that the development, as proposed in this Agreement, is consistent with its Comprehensive Plan and applicable LDR's. As each Site Plan is submitted the proposed development will be subject to comprehensive plan and land use development review and consistency.

VIII. PERIODIC REVIEW. The City shall review the Property at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms of

this Agreement. If the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, the Agreement may be revoked or modified by the City. Prior to taking such action, the City shall provide Owner with reasonable notice and an opportunity to demonstrate compliance with the Agreement and, in the event of failure to so demonstrate, remedy such noncompliance. Accordingly, if City staff believes Owner is not in compliance, it shall provide written notice and facts upon which the determination was made by either hand delivery to the Owner's office or by certified mail, return receipt requested. Such notice shall allow Owner to demonstrate compliance or seek to correct the non-compliance within forty-five (45) days, unless staff extends the time for good cause. If not resolved between Owner and staff within the deadline, an advertised public hearing shall be held before the City Commission within thirty (30) days or, if not possible, at the next available City Commission meeting after the initial thirty (30) days. At that public hearing, the City Commission shall make a determination of whether Owner is in compliance. If the determination is non-compliance, Owner shall be given a reasonable amount of time to remedy the non-compliance.

IX. DURATION. The duration of this Agreement shall be thirty (30) years but may be extended by mutual consent of the governing body and the Developer, subject to public hearings.

X. BINDING EFFECT. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to all successors in interest to the parties to this Agreement, whether by lease or purchase of a portion of the Property.

XI. GOVERNING LAW. This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against a party to the Agreement.

XII. SEVERABILITY. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XIII. EXHIBITS. Unless otherwise provided in this Agreement, all exhibits are incorporated herein by reference.

XIV. CAPTIONS FOR PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

XV. COUNTERPARTS. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same instrument. Execution of this Agreement may be evidenced by transmission of facsimile or electronic pdf copies.

XVI. ASSIGNABILITY. This Agreement may be assigned by the Developer to a third party.

XVII. EFFECTIVE DATE. This Agreement is effective when fully executed by all Parties, a copy is filed with the City Clerk in the Official Records and the FLUM amendment re-designating the Property as ARD goes into effect.

XVIII. TERMINATION. This Agreement shall terminate in thirty (30) years from its effective date, unless extended, or may be terminated by mutual consent of the Parties.

XIX. AMENDMENTS. This Agreement may be extended or amended by mutual consent of the parties so long as the extensions and amendments meet the requirements of Sections 163.3220-163.3243, F. S. All amendments will be adopted as an amended and restated version and when an amendment goes into effect then all prior agreements shall be null and void.

XX. NO CONSENT OF PROPERTY OWNERS REQUIRED. For purposes of amending this Agreement, the sole applicant shall be the Villages Land Company, LLC. No other landowners within the Property may seek an amendment to this Agreement and no consent of the other property owners within the Property shall be required.

XXI. FURTHER ASSURANCES. Each of the Parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

XXII. NOTICES. Any notices or reports required by this Agreement shall be sent to the following:

For the City:

City Manager
City Hall
100 North Main Street
Wildwood, Florida 34785
With copy to:

City Attorney
City Hall
100 North Main Street
Wildwood, Florida 34785

For the Owner:

Brian Hudson, Esq.
Corporate Counsel
The Villages Land Company, LLC

3619 Kiessel Road
The Villages, Florida 32163

Martin L. Dzuro, Manager
The Villages Land Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

XXIII. PUBLIC HEARINGS. This Agreement was approved by the City Commission after two properly noticed public hearings before the City Commission on_____, 2022 and _____, 2022.

XXIV. ATTORNEYS' FEES. In the event that it becomes necessary for any party to this Agreement to enforce its rights under the terms of this Agreement, then in that event, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, including all trial and appellate litigation.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement as of the date set forth below.

WITNESSES:

_____
(Witness Signature)

_____
(Witness Printed Name)

_____
(Witness Signature)

_____
(Witness Printed Name)

THE VILLAGES LAND COMPANY, LLC,
a Florida limited liability company

BY: TVL Company, LLC, a Florida limited liability company, its Manager

By: _____
Print Name:_____
Title: Manager

Date: _____

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 by _____ as Manager of TVL Company, LLC, a Florida limited liability company, the Manager of The Villages Land Company, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

_____
Notary Public

_____
Name (typed, printed or stamped)

WILDWOOD CITY COMMISSION

By:_____
ED WOLF, MAYOR

ATTEST:

_____
Date

_____
CASSANDRA SMITH, CLERK
Approved as to Form:

_____
CITY ATTORNEY

LIST OF EXHIBITS

Exhibit 1	Area B Legal Description
Exhibit 2	Land Use Conversion Matrix
Exhibit 3	Area B Location Map
Exhibit 4	Permitted Uses
Exhibit 5	Reserved
Exhibit 6	Kimley-Horn & Associates Traffic Analysis
Exhibit 7	Utility Franchise Agreement
Exhibit 8	General Requirements and Design Criteria
Exhibit 9	VOSO Applications

EXHIBIT 1

AREA B LEGAL DESCRIPTION

TRACT 1:

SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

LESS:

COUNTY ROAD 470 RIGHT OF WAY.

LESS:

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 THEREOF.

LESS:

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 THEREOF.

LESS:

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 THEREOF

TOGETHER WITH:

ALL OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS COUNTY ROAD CR-470 RIGHT-OF-WAY.

TOGETHER WITH:

ALL OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

ALL OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

TRACT 2:

PARCEL 1:

ALL OF SECTIONS 25 AND 26, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

PARCEL 2:

THE EAST THREE-QUARTERS (E 3/4) AND THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

PARCEL 3:

A PART OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 1, RUN SOUTH 00°18'00” WEST ALONG THE EAST LINE OF SECTION 1 A DISTANCE OF 311.45 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 42°09'00” WEST 881.81 FEET TO AN IRON PIPE, THENCE NORTH 89°48'17” WEST 1607.46 FEET, TO A CONCRETE

MONUMENT, THENCE NORTH 01°16'52" WEST 969.87 FEET TO A CONCRETE MONUMENT ON THE NORTH LINE OF SECTION 1, THENCE SOUTH 89°44'42" EAST ALONG THE NORTH LINE OF SECTION 1 A DISTANCE OF 2222.55 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 1, RUN SOUTH 00°18'00" WEST ALONG THE EAST LINE OF SAID SECTION 1 A DISTANCE OF 311.45 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 42°09'00" WEST 881.81 FEET TO AN IRON PIPE AND THE POINT OF BEGINNING FROM SAID POINT OF BEGINNING CONTINUE SOUTH 42°09'00" WEST 662.38 FEET, THENCE SOUTH 07°50'34" EAST 94.87 FEET, THENCE SOUTH 60°54'12" WEST 597.97 FEET, THENCE SOUTH 66°52'27" WEST 184.59 FEET, THENCE SOUTH 78°41'22" WEST 135.40 FEET, THENCE NORTH 53°45'08" WEST 100.94 FEET, THENCE NORTH 31°26'21" WEST 464.31 FEET, THENCE NORTH 03°04'03" WEST 526.98 FEET, THENCE SOUTH 89°48'17" EAST 1607.46 FEET TO THE POINT OF BEGINNING.

AND TOGETHER WITH:

BEGIN 311.45 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 23 EAST, RUN THENCE SOUTH 3,012.39 FEET, ALONG SECTION LINE, THENCE NORTH 84°41'50" WEST 777.43 FEET, THENCE NORTH 08°08'34" WEST 1808.51 FEET, NORTH 41°51' EAST 1544.19 FEET TO POINT OF BEGINNING.

TRACT 3:

ALL OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR COUNTY ROAD NO. 470; A PORTION OF SECTIONS 16, 17, 21, 22, 27, 34, 35, AND 36, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR COUNTY ROAD NO. 470; AND A PORTION OF SECTION 2, TOWNSHIP 21 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 2; THENCE RUN SOUTH 0°03'23" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 2, A DISTANCE OF 2623.88 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 2; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 0°02'13" EAST, ALONG THE EAST LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, A DISTANCE OF 1322.59 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°43'30" WEST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2, A DISTANCE OF 2656.15 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 89°42'39" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2, A DISTANCE OF 1324.15 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°15'29" WEST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2, A DISTANCE OF 1297.23 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF A CANAL; THENCE DEPARTING SAID WEST LINE, RUN ALONG CENTERLINE OF SAID CANAL THE FOLLOWING TWO HUNDRED FOUR (204) COURSES AND DISTANCES: 1) THENCE RUN NORTH 22°51'09" WEST, A DISTANCE OF 269.86 FEET; 2) THENCE RUN NORTH 24°35'05" WEST, A DISTANCE OF 734.95 FEET; 3) THENCE RUN NORTH 15°12'47" WEST, A DISTANCE OF 186.06 FEET; 4) THENCE RUN NORTH 1°35'32" WEST, A DISTANCE

OF 223.23 FEET; 5) THENCE RUN NORTH 2°11'35” WEST, A DISTANCE OF 1157.08 FEET; 6) THENCE RUN NORTH 1°47'43” WEST, A DISTANCE OF 1425.32 FEET; 7) THENCE RUN NORTH 2°09'06” WEST, A DISTANCE OF 1633.27 FEET; 8) THENCE RUN NORTH 4°54'12” WEST, A DISTANCE OF 294.11 FEET; 9) THENCE RUN NORTH 25°21'19” WEST, A DISTANCE OF 458.61 FEET; 10) THENCE RUN NORTH 25°52'24” WEST, A DISTANCE OF 1050.83 FEET; 11) THENCE RUN NORTH 25°31'00” WEST, A DISTANCE OF 1750.21 FEET; 12) THENCE RUN NORTH 25°59'50” WEST, A DISTANCE OF 1339.15 FEET; 13) THENCE RUN NORTH 24°24'20” WEST, A DISTANCE OF 671.77 FEET; 14) THENCE RUN NORTH 26°08'34” WEST, A DISTANCE OF 799.74 FEET; 15) THENCE RUN NORTH 26°01'44” WEST, A DISTANCE OF 906.86 FEET; 16) THENCE RUN NORTH 26°14'58” WEST, A DISTANCE OF 1083.72 FEET; 17) THENCE RUN NORTH 25°33'45” WEST, A DISTANCE OF 819.48 FEET; 18) THENCE RUN NORTH 25°28'52” WEST, A DISTANCE OF 968.13 FEET; 19) THENCE RUN NORTH 25°51'42” WEST, A DISTANCE OF 726.06 FEET; 20) THENCE RUN NORTH 19°29'28” WEST, A DISTANCE OF 398.97 FEET; 21) THENCE RUN NORTH 12°40'25” WEST, A DISTANCE OF 726.83 FEET; 22) THENCE RUN NORTH 12°51'05” WEST, A DISTANCE OF 924.25 FEET; 23) THENCE RUN NORTH 12°54'52” WEST, A DISTANCE OF 954.44 FEET; 24) THENCE RUN NORTH 25°15'06” WEST, A DISTANCE OF 161.04 FEET; 25) THENCE RUN NORTH 64°00'12” WEST, A DISTANCE OF 129.11 FEET; 26) THENCE RUN NORTH 89°03'48” WEST, A DISTANCE OF 410.32 FEET; 27) THENCE RUN NORTH 70°55'17” WEST, A DISTANCE OF 449.10 FEET; 28) THENCE RUN NORTH 66°21'49” WEST, A DISTANCE OF 344.48 FEET; 29) THENCE RUN NORTH 73°23'48” WEST, A DISTANCE OF 298.06 FEET; 30) THENCE RUN NORTH 56°20'13” WEST, A DISTANCE OF 282.99 FEET; 31) THENCE RUN NORTH 15°23'26” WEST, A DISTANCE OF 162.21 FEET; 32) THENCE RUN NORTH 33°42'31” WEST, A DISTANCE OF 107.91 FEET; 33) THENCE RUN NORTH 11°42'52” WEST, A DISTANCE OF 99.77 FEET; 34) THENCE RUN NORTH 9°37'52” WEST, A DISTANCE OF 140.51 FEET; 35) THENCE RUN NORTH 49°49'11” WEST, A DISTANCE OF 94.23 FEET; 36) THENCE RUN SOUTH 89°24'57” WEST, A DISTANCE OF 33.12 FEET; 37) THENCE RUN SOUTH 14°19'15” WEST, A DISTANCE OF 34.16 FEET; 38) THENCE RUN NORTH 85°44'39” WEST, A DISTANCE OF 31.86 FEET; 39) THENCE RUN NORTH 27°59'46” WEST, A DISTANCE OF 61.20 FEET; 40) THENCE RUN NORTH 58°53'24” WEST, A DISTANCE OF 65.88 FEET; 41) THENCE RUN NORTH 71°28'04” WEST, A DISTANCE OF 120.01 FEET; 42) THENCE RUN NORTH 9°25'46” WEST, A DISTANCE OF 21.71 FEET; 43) THENCE RUN NORTH 19°02'23” EAST, A DISTANCE OF 47.42 FEET; 44) THENCE RUN NORTH 41°53'52” WEST, A DISTANCE OF 24.69 FEET; 45) THENCE RUN SOUTH 88°57'43” WEST, A DISTANCE OF 39.65 FEET; 46) THENCE RUN NORTH 75°01'42” WEST, A DISTANCE OF 46.78 FEET; 47) THENCE RUN SOUTH 65°29'44” WEST, A DISTANCE OF 19.93 FEET; 48) THENCE RUN SOUTH 44°24'19” WEST, A DISTANCE OF 52.38 FEET; 49) THENCE RUN SOUTH 77°49'11” WEST, A DISTANCE OF 25.26 FEET; 50) THENCE RUN NORTH 40°26'02” WEST, A DISTANCE OF 26.19 FEET; 51) THENCE RUN NORTH 1°55'57” EAST, A DISTANCE OF 32.53 FEET; 52) THENCE RUN NORTH 65°15'18” WEST, A DISTANCE OF 20.68 FEET; 53) THENCE RUN SOUTH 71°14'56” WEST, A DISTANCE OF 24.55 FEET; 54) THENCE RUN NORTH 79°11'28” WEST, A DISTANCE OF 48.18 FEET; 55) THENCE RUN NORTH 48°48'16” WEST, A DISTANCE OF 35.02 FEET; 56) THENCE RUN NORTH 87°19'54” WEST, A DISTANCE OF 20.88 FEET; 57) THENCE RUN NORTH 87°23'57” WEST, A DISTANCE OF 33.14 FEET; 58) THENCE RUN NORTH 42°08'01” WEST, A DISTANCE OF 31.68 FEET; 59) THENCE RUN NORTH 58°55'47” WEST, A DISTANCE OF 78.56 FEET; 60) THENCE RUN SOUTH 51°21'35” WEST, A DISTANCE OF 14.12 FEET; 61) THENCE RUN SOUTH 26°37'30” WEST, A DISTANCE OF 33.13 FEET; 62) THENCE RUN SOUTH 85°41'13” WEST, A DISTANCE OF 19.40 FEET; 63) THENCE RUN NORTH 27°26'56” WEST, A DISTANCE OF 51.36 FEET; 64) THENCE RUN NORTH 55°06'49” WEST, A DISTANCE OF 108.58 FEET; 65) THENCE RUN NORTH 23°38'32” WEST, A DISTANCE OF 44.56 FEET; 66) THENCE RUN NORTH 50°58'32” WEST, A DISTANCE OF 78.80 FEET; 67) THENCE RUN NORTH 59°28'14” WEST, A DISTANCE OF 117.72 FEET; 68) THENCE RUN NORTH 83°31'17” WEST, A DISTANCE OF 59.03 FEET; 69) THENCE RUN NORTH 71°06'28”

WEST, A DISTANCE OF 34.29 FEET; 70) THENCE RUN NORTH 12°48'03" WEST, A DISTANCE OF 74.96 FEET; 71) THENCE RUN NORTH 16°39'22" EAST, A DISTANCE OF 27.91 FEET; 72) THENCE RUN NORTH 34°23'30" WEST, A DISTANCE OF 85.96 FEET; 73) THENCE RUN NORTH 64°29'32" WEST, A DISTANCE OF 42.11 FEET; 74) THENCE RUN SOUTH 88°10'53" WEST, A DISTANCE OF 84.46 FEET; 75) THENCE RUN NORTH 53°45'09" WEST, A DISTANCE OF 81.87 FEET; 76) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 24.61 FEET; 77) THENCE RUN NORTH 67°31'04" WEST, A DISTANCE OF 28.35 FEET; 78) THENCE RUN NORTH 15°20'00" WEST, A DISTANCE OF 86.48 FEET; 79) THENCE RUN NORTH 51°37'51" WEST, A DISTANCE OF 175.99 FEET; 80) THENCE RUN NORTH 68°44'22" WEST, A DISTANCE OF 99.52 FEET; 81) THENCE RUN NORTH 48°42'41" WEST, A DISTANCE OF 36.34 FEET; 82) THENCE RUN NORTH 17°38'36" WEST, A DISTANCE OF 55.96 FEET; 83) THENCE RUN NORTH 33°24'47" WEST, A DISTANCE OF 56.25 FEET; 84) THENCE RUN NORTH 8°00'29" WEST, A DISTANCE OF 125.66 FEET; 85) THENCE RUN NORTH 50°23'31" EAST, A DISTANCE OF 53.96 FEET; 86) THENCE RUN NORTH 31°03'41" EAST, A DISTANCE OF 38.79 FEET; 87) THENCE RUN NORTH 4°13'34" WEST, A DISTANCE OF 35.96 FEET; 88) THENCE RUN NORTH 13°45'41" WEST, A DISTANCE OF 93.16 FEET; 89) THENCE RUN NORTH 17°25'44" EAST, A DISTANCE OF 80.97 FEET; 90) THENCE RUN NORTH 38°11'30" EAST, A DISTANCE OF 44.67 FEET; 91) THENCE RUN NORTH 4°24'06" WEST, A DISTANCE OF 30.34 FEET; 92) THENCE RUN NORTH 37°12'15" WEST, A DISTANCE OF 28.24 FEET; 93) THENCE RUN NORTH 55°52'16" WEST, A DISTANCE OF 34.28 FEET; 94) THENCE RUN NORTH 43°58'43" WEST, A DISTANCE OF 56.19 FEET; 95) THENCE RUN NORTH 28°06'40" WEST, A DISTANCE OF 63.85 FEET; 96) THENCE RUN NORTH 5°18'49" WEST, A DISTANCE OF 44.55 FEET; 97) THENCE RUN SOUTH 80°20'17" EAST, A DISTANCE OF 40.79 FEET; 98) THENCE RUN NORTH 13°09'59" EAST, A DISTANCE OF 13.56 FEET; 99) THENCE RUN NORTH 10°37'01" WEST, A DISTANCE OF 52.15 FEET; 100) THENCE RUN NORTH 56°34'43" WEST, A DISTANCE OF 18.77 FEET; 101) THENCE RUN NORTH 89°13'20" WEST, A DISTANCE OF 47.61 FEET; 102) THENCE RUN SOUTH 83°21'16" WEST, A DISTANCE OF 55.94 FEET; 103) THENCE RUN NORTH 70°12'27" WEST, A DISTANCE OF 113.37 FEET; 104) THENCE RUN NORTH 34°04'28" WEST, A DISTANCE OF 29.88 FEET; 105) THENCE RUN NORTH 8°24'46" WEST, A DISTANCE OF 53.94 FEET; 106) THENCE RUN NORTH 34°04'34" WEST, A DISTANCE OF 18.52 FEET; 107) THENCE RUN NORTH 88°35'11" WEST, A DISTANCE OF 18.17 FEET; 108) THENCE RUN NORTH 78°16'53" WEST, A DISTANCE OF 80.04 FEET; 109) THENCE RUN NORTH 21°44'28" WEST, A DISTANCE OF 50.54 FEET; 110) THENCE RUN NORTH 9°34'51" EAST, A DISTANCE OF 29.71 FEET; 111) THENCE RUN NORTH 18°55'25" EAST, A DISTANCE OF 50.15 FEET; 112) THENCE RUN NORTH 69°13'53" WEST, A DISTANCE OF 72.04 FEET; 113) THENCE RUN NORTH 46°49'17" WEST, A DISTANCE OF 38.83 FEET; 114) THENCE RUN NORTH 31°09'45" WEST, A DISTANCE OF 99.77 FEET; 115) THENCE RUN NORTH 71°34'38" WEST, A DISTANCE OF 33.47 FEET; 116) THENCE RUN NORTH 8°03'40" EAST, A DISTANCE OF 30.62 FEET; 117) THENCE RUN NORTH 12°18'13" EAST, A DISTANCE OF 33.81 FEET; 118) THENCE RUN NORTH 36°09'16" WEST, A DISTANCE OF 16.52 FEET; 119) THENCE RUN NORTH 18°37'18" WEST, A DISTANCE OF 55.44 FEET; 120) THENCE RUN NORTH 54°19'16" WEST, A DISTANCE OF 34.82 FEET; 121) THENCE RUN SOUTH 46°15'23" WEST, A DISTANCE OF 41.19 FEET; 122) THENCE RUN SOUTH 11°37'08" WEST, A DISTANCE OF 55.42 FEET; 123) THENCE RUN SOUTH 3°52'06" EAST, A DISTANCE OF 46.07 FEET; 124) THENCE RUN SOUTH 66°54'01" WEST, A DISTANCE OF 18.47 FEET; 125) THENCE RUN SOUTH 87°03'02" WEST, A DISTANCE OF 36.13 FEET; 126) THENCE RUN NORTH 50°22'51" WEST, A DISTANCE OF 65.53 FEET; 127) THENCE RUN NORTH 85°21'11" WEST, A DISTANCE OF 42.63 FEET; 128) THENCE RUN NORTH 60°39'35" WEST, A DISTANCE OF 18.66 FEET; 129) THENCE RUN NORTH 21°11'09" EAST, A DISTANCE OF 33.22 FEET; 130) THENCE RUN NORTH 9°46'55" EAST, A DISTANCE OF 34.17 FEET; 131) THENCE RUN NORTH 69°21'47" WEST, A DISTANCE OF 64.50 FEET; 132) THENCE RUN SOUTH 38°44'14" WEST, A DISTANCE OF 49.09 FEET; 133) THENCE RUN SOUTH 69°27'26" WEST, A DISTANCE OF

48.70 FEET; 134) THENCE RUN NORTH 30°01'39" WEST, A DISTANCE OF 42.40 FEET; 135) THENCE RUN NORTH 19°21'43" EAST, A DISTANCE OF 48.17 FEET; 136) THENCE RUN NORTH 6°11'39" WEST, A DISTANCE OF 112.62 FEET; 137) THENCE RUN NORTH 52°24'28" WEST, A DISTANCE OF 49.31 FEET; 138) THENCE RUN NORTH 70°01'48" WEST, A DISTANCE OF 59.36 FEET; 139) THENCE RUN SOUTH 67°28'48" WEST, A DISTANCE OF 16.16 FEET; 140) THENCE RUN SOUTH 58°35'19" WEST, A DISTANCE OF 23.42 FEET; 141) THENCE RUN SOUTH 34°03'48" WEST, A DISTANCE OF 33.17 FEET; 142) THENCE RUN NORTH 86°36'10" WEST, A DISTANCE OF 29.60 FEET; 143) THENCE RUN NORTH 35°51'24" WEST, A DISTANCE OF 64.94 FEET; 144) THENCE RUN NORTH 49°18'53" WEST, A DISTANCE OF 52.48 FEET; 145) THENCE RUN NORTH 44°28'11" WEST, A DISTANCE OF 129.15 FEET; 146) THENCE RUN NORTH 66°37'19" WEST, A DISTANCE OF 34.82 FEET; 147) THENCE RUN SOUTH 31°55'50" WEST, A DISTANCE OF 30.36 FEET; 148) THENCE RUN SOUTH 12°46'38" WEST, A DISTANCE OF 80.57 FEET; 149) THENCE RUN SOUTH 6°15'31" EAST, A DISTANCE OF 20.76 FEET; 150) THENCE RUN SOUTH 87°21'34" WEST, A DISTANCE OF 18.41 FEET; 151) THENCE RUN NORTH 45°16'08" WEST, A DISTANCE OF 107.98 FEET; 152) THENCE RUN SOUTH 34°34'23" WEST, A DISTANCE OF 35.98 FEET; 153) THENCE RUN SOUTH 66°20'51" WEST, A DISTANCE OF 13.56 FEET; 154) THENCE RUN NORTH 52°17'22" WEST, A DISTANCE OF 48.07 FEET; 155) THENCE RUN NORTH 0°59'57" EAST, A DISTANCE OF 48.03 FEET; 156) THENCE RUN NORTH 24°04'20" EAST, A DISTANCE OF 31.68 FEET; 157) THENCE RUN NORTH 75°07'36" WEST, A DISTANCE OF 39.57 FEET; 158) THENCE RUN SOUTH 73°08'14" WEST, A DISTANCE OF 45.72 FEET; 159) THENCE RUN SOUTH 18°35'37" WEST, A DISTANCE OF 27.55 FEET; 160) THENCE RUN SOUTH 23°10'29" EAST, A DISTANCE OF 33.20 FEET; 161) THENCE RUN SOUTH 29°53'51" WEST, A DISTANCE OF 44.60 FEET; 162) THENCE RUN NORTH 55°46'44" WEST, A DISTANCE OF 86.46 FEET; 163) THENCE RUN NORTH 40°20'49" WEST, A DISTANCE OF 68.17 FEET; 164) THENCE RUN NORTH 78°32'36" WEST, A DISTANCE OF 64.32 FEET; 165) THENCE RUN NORTH 61°34'26" WEST, A DISTANCE OF 103.04 FEET; 166) THENCE RUN NORTH 30°29'54" WEST, A DISTANCE OF 45.35 FEET; 167) THENCE RUN NORTH 73°43'19" WEST, A DISTANCE OF 41.77 FEET; 168) THENCE RUN NORTH 25°01'56" WEST, A DISTANCE OF 47.38 FEET; 169) THENCE RUN NORTH 86°59'21" EAST, A DISTANCE OF 54.49 FEET; 170) THENCE RUN NORTH 1°30'45" WEST, A DISTANCE OF 10.89 FEET; 171) THENCE RUN NORTH 56°50'24" WEST, A DISTANCE OF 64.21 FEET; 172) THENCE RUN NORTH 32°47'53" WEST, A DISTANCE OF 71.38 FEET; 173) THENCE RUN SOUTH 87°47'18" WEST, A DISTANCE OF 53.13 FEET; 174) THENCE RUN NORTH 47°02'29" WEST, A DISTANCE OF 15.42 FEET; 175) THENCE RUN NORTH 21°33'01" WEST, A DISTANCE OF 82.39 FEET; 176) THENCE RUN SOUTH 81°37'44" WEST, A DISTANCE OF 52.43 FEET; 177) THENCE RUN NORTH 63°38'26" WEST, A DISTANCE OF 34.12 FEET; 178) THENCE RUN SOUTH 5°56'39" EAST, A DISTANCE OF 87.83 FEET; 179) THENCE RUN SOUTH 44°09'06" WEST, A DISTANCE OF 32.67 FEET; 180) THENCE RUN SOUTH 77°18'17" WEST, A DISTANCE OF 44.47 FEET; 181) THENCE RUN NORTH 73°07'24" WEST, A DISTANCE OF 61.82 FEET; 182) THENCE RUN SOUTH 81°08'29" WEST, A DISTANCE OF 43.74 FEET; 183) THENCE RUN SOUTH 49°34'23" WEST, A DISTANCE OF 77.22 FEET; 184) THENCE RUN SOUTH 0°58'17" WEST, A DISTANCE OF 29.02 FEET; 185) THENCE RUN SOUTH 63°44'58" WEST, A DISTANCE OF 21.13 FEET; 186) THENCE RUN NORTH 70°40'06" WEST, A DISTANCE OF 24.51 FEET; 187) THENCE RUN NORTH 2°52'50" WEST, A DISTANCE OF 44.07 FEET; 188) THENCE RUN NORTH 67°59'12" WEST, A DISTANCE OF 34.77 FEET; 189) THENCE RUN NORTH 68°18'59" WEST, A DISTANCE OF 65.13 FEET; 190) THENCE RUN NORTH 23°27'16" WEST, A DISTANCE OF 60.38 FEET; 191) THENCE RUN NORTH 45°01'12" WEST, A DISTANCE OF 89.32 FEET; 192) THENCE RUN NORTH 74°08'34" WEST, A DISTANCE OF 57.69 FEET; 193) THENCE RUN SOUTH 85°53'14" WEST, A DISTANCE OF 130.24 FEET; 194) THENCE RUN SOUTH 44°55'32" WEST, A DISTANCE OF 29.32 FEET; 195) THENCE RUN NORTH 75°29'28" WEST, A DISTANCE OF 38.42 FEET; 196) THENCE RUN NORTH 26°58'31" WEST, A DISTANCE OF 30.15 FEET;

197) THENCE RUN NORTH 87°16'32” WEST, A DISTANCE OF 39.24 FEET; 198) THENCE RUN NORTH 8°36'07” WEST, A DISTANCE OF 32.45 FEET; 199) THENCE RUN NORTH 50°21'16” WEST, A DISTANCE OF 34.96 FEET; 200) THENCE RUN NORTH 68°22'19” WEST, A DISTANCE OF 122.63 FEET; 201) THENCE RUN NORTH 85°27'34” WEST, A DISTANCE OF 55.70 FEET; 202) THENCE RUN NORTH 59°41'38” WEST, A DISTANCE OF 45.15 FEET; 203) THENCE RUN NORTH 76°37'00” WEST, A DISTANCE OF 79.38 FEET; 204) THENCE RUN SOUTH 88°17'05” WEST, A DISTANCE OF 49.10 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/4 OF SAID SECTION 17; THENCE DEPARTING CENTERLINE OF SAID CANAL, RUN NORTH 0°05'18” WEST, ALONG SAID WEST LINE OF THE EAST 1/4 OF SAID SECTION 17, A DISTANCE OF 3708.36 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY HIGHWAY NO. 470 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 18580-2601); THENCE DEPARTING SAID WEST LINE, RUN ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 89°41'47” EAST, A DISTANCE OF 1299.79 FEET; 2) THENCE RUN SOUTH 00°18'13” WEST, A DISTANCE OF 10.00 FEET; 3) THENCE RUN SOUTH 89°41'47” EAST, A DISTANCE OF 33.60 FEET; 4) THENCE RUN SOUTH 89°47'31” EAST, A DISTANCE OF 166.50 FEET; 5) THENCE RUN NORTH 00°12'29" EAST, A DISTANCE OF 10.00 FEET; 6) THENCE RUN SOUTH 89°47'31" EAST, A DISTANCE OF 2529.50 FEET; 7) THENCE RUN SOUTH 89°52'59" EAST, A DISTANCE OF 2681.14 FEET; 8) THENCE RUN SOUTH 89°43'47" EAST, A DISTANCE OF 5346.05 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN SOUTH 0°12'36” WEST, ALONG SAID EAST LINE, A DISTANCE OF 2614.82 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 0°13'06” WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 15, A DISTANCE OF 2666.80 FEET TO THE NORTHEAST CORNER OF SAID SECTION 22; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 0°13'06” WEST, ALONG THE EAST LINE OF SECTION 22, A DISTANCE OF 5333.60 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 0°26'14” WEST, ALONG THE EAST LINE OF SAID SECTION 27, A DISTANCE OF 5332.96 FEET TO THE NORTHWEST CORNER OF SAID SECTION 35; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°55'27” EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35, A DISTANCE OF 2697.18 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 35; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 89°50'13” EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, A DISTANCE OF 2687.68 FEET TO THE NORTHWEST CORNER OF SAID SECTION 36; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°31'38” EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 36, A DISTANCE OF 1331.64 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°32'46” EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 36, A DISTANCE OF 1329.34 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°27'24” EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 36, A DISTANCE OF 1329.37 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 0°27'24” EAST, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 36, A DISTANCE OF 2659.72 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°47'43” WEST, ALONG THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 36, A DISTANCE OF 1324.33 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 89°54'19” WEST,

ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 35, A DISTANCE OF 362.88 FEET TO THE POINT OF BEGINNING.

TRACT 4:

THAT PORTION OF COUNTY ROAD NO. 470 RIGHT-OF-WAY (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 18580-2601) LYING IN SECTIONS 10, 11, 12, 13, 14, AND 15, TOWNSHIP 20 SOUTH, RANGE 23 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE RUN NORTH 00°08'05" EAST, ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 50.01 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470; THENCE DEPARTING SAID EAST LINE, RUN NORTH 88°54'07" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 2172.34 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN SOUTH 01°07'49" EAST, A DISTANCE OF 100.08 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470; THENCE RUN ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°54'07" WEST, A DISTANCE OF 3226.94 FEET; 2) THENCE RUN NORTH 89°27'00" WEST, A DISTANCE OF 5370.13 FEET; 3) THENCE RUN NORTH 89°43'47" WEST, A DISTANCE OF 1615.44 FEET TO A POINT ON THE PROPOSED SOUTHEASTERLY RIGHT-OF-WAY LINE OF CENTRAL PARKWAY (A 100 FOOT WIDE PROPOSED RIGHT-OF-WAY), SAID POINT BEING A POINT ON A 2823.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°35'20" EAST AND A CHORD LENGTH OF 142.22 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°53'12", AN ARC DISTANCE OF 142.23 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470; THENCE DEPARTING SAID PROPOSED SOUTHEASTERLY RIGHT-OF-WAY LINE, RUN ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 89°43'47" EAST, A DISTANCE OF 1514.39 FEET; 2) THENCE RUN SOUTH 89°27'00" EAST, A DISTANCE OF 5371.03 FEET; 3) THENCE RUN SOUTH 88°54'07" EAST, A DISTANCE OF 3223.53 FEET TO THE POINT OF BEGINNING.

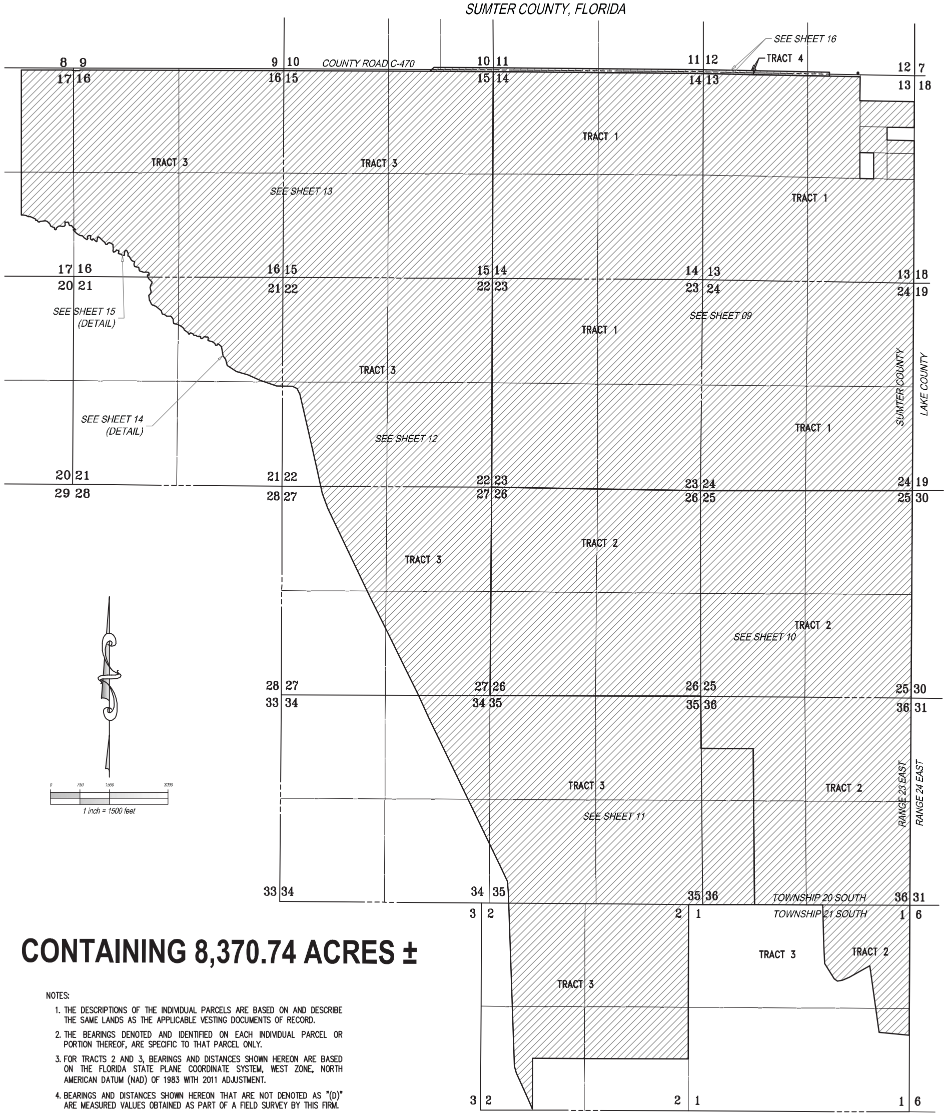
SKETCH OF DESCRIPTION

-FOR-

THE VILLAGES LAND COMPANY, LLC

VILLAGES OF SOUTHERN OAKS 9TH AMENDMENT - CHAPTER 163

AREA B - AMENDED AND RESTATED
TOWNSHIP 20 SOUTH, RANGE 23 EAST
TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA



CONTAINING 8,370.74 ACRES ±

NOTES:

1. THE DESCRIPTIONS OF THE INDIVIDUAL PARCELS ARE BASED ON AND DESCRIBE THE SAME LANDS AS THE APPLICABLE VESTING DOCUMENTS OF RECORD.
2. THE BEARINGS DENOTED AND IDENTIFIED ON EACH INDIVIDUAL PARCEL OR PORTION THEREOF, ARE SPECIFIC TO THAT PARCEL ONLY.
3. FOR TRACTS 2 AND 3, BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT.
4. BEARINGS AND DISTANCES SHOWN HEREON THAT ARE NOT DENOTED AS "(D)" ARE MEASURED VALUES OBTAINED AS PART OF A FIELD SURVEY BY THIS FIRM.
5. THIS IS NOT A BOUNDARY SURVEY.
6. EASEMENTS ARE NOT SHOWN.

LEGAL DESCRIPTION:

TRACT 1:

SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.
LESS:
COUNTY ROAD 470 RIGHT OF WAY.
LESS:
THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 THEREOF.
LESS:
THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 THEREOF.
LESS:
THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 THEREOF
TOGETHER WITH:
ALL OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS COUNTY ROAD CR-470 RIGHT-OF-WAY.
TOGETHER WITH:
ALL OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.
AND:
ALL OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

TRACT 2:

PARCEL 1:
ALL OF SECTIONS 25 AND 26, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

PARCEL 2:
THE EAST THREE-QUARTERS (E 3/4) AND THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

PARCEL 3:
A PART OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
BEGIN AT THE NORTHEAST CORNER OF SECTION 1, RUN SOUTH 00°18'00" WEST ALONG THE EAST LINE OF SECTION 1 A DISTANCE OF 311.45 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 42°09'00" WEST 881.81 FEET TO AN IRON PIPE, THENCE NORTH 89°48'17" WEST 1607.46 FEET, TO A CONCRETE MONUMENT, THENCE NORTH 01°16'52" WEST 969.87 FEET TO A CONCRETE MONUMENT ON THE NORTH LINE OF SECTION 1, THENCE SOUTH 89°44'42" EAST ALONG THE NORTH LINE OF SECTION 1 A DISTANCE OF 2222.55 FEET TO THE POINT OF BEGINNING.
TOGETHER WITH:
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 1, RUN SOUTH 00°18'00" WEST ALONG THE EAST LINE OF SAID SECTION 1 A DISTANCE OF 311.45 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 42°09'00" WEST 881.81 FEET TO AN IRON PIPE AND THE POINT OF BEGINNING FROM SAID POINT OF BEGINNING CONTINUE SOUTH 42°09'00" WEST 662.38 FEET, THENCE SOUTH 07°50'34" EAST 94.87 FEET, THENCE SOUTH 60°54'12" WEST 597.97 FEET, THENCE SOUTH 66°52'27" WEST 184.59 FEET, THENCE SOUTH 78°41'22" WEST 135.40 FEET, THENCE NORTH 53°45'08" WEST 100.94 FEET, THENCE NORTH 31°26'21" WEST 464.31 FEET, THENCE NORTH 03°04'03" WEST 526.98 FEET, THENCE SOUTH 89°48'17" EAST 1607.46 FEET TO THE POINT OF BEGINNING.
AND TOGETHER WITH:
BEGIN 311.45 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 23 EAST, RUN THENCE SOUTH 3,012.39 FEET, ALONG SECTION LINE, THENCE NORTH 84°41'50" WEST 777.43 FEET, THENCE NORTH 08°08'34" WEST 1808.51 FEET, NORTH 41°51' EAST 1544.19 FEET TO POINT OF BEGINNING.

TRACT 3:

ALL OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR COUNTY ROAD NO. 470; A PORTION OF SECTIONS 16, 17, 21, 22, 27, 34, 35, AND 36, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR COUNTY ROAD NO. 470; AND A PORTION OF SECTION 2, TOWNSHIP 21 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 2; THENCE RUN SOUTH 0°03'23" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 2, A DISTANCE OF 2623.88 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 2; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 0°02'13" EAST, ALONG THE EAST LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, A DISTANCE OF 1322.59 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°43'30" WEST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2, A DISTANCE OF 2656.15 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 89°42'39" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2, A DISTANCE OF 1324.15 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°15'29" WEST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2, A DISTANCE OF 1297.23 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF A CANAL; THENCE DEPARTING SAID WEST LINE, RUN ALONG CENTERLINE OF SAID CANAL THE FOLLOWING TWO HUNDRED FOUR (204) COURSES AND DISTANCES: 1) THENCE RUN NORTH 22°51'09" WEST, A DISTANCE OF 269.86 FEET; 2) THENCE RUN NORTH 24°35'05" WEST, A DISTANCE OF 734.95 FEET; 3) THENCE RUN NORTH 15°12'47" WEST, A DISTANCE OF 186.06 FEET; 4) THENCE RUN NORTH 1°35'32" WEST, A DISTANCE OF 223.23 FEET; 5) THENCE RUN NORTH 2°11'35" WEST, A DISTANCE OF 1157.08 FEET; 6) THENCE RUN NORTH 1°47'43" WEST, A DISTANCE OF 1425.32 FEET; 7) THENCE RUN NORTH 2°09'06" WEST, A DISTANCE OF 1633.27 FEET; 8) THENCE RUN NORTH 4°54'12" WEST, A DISTANCE OF 294.11 FEET; 9) THENCE RUN NORTH 25°21'19" WEST, A DISTANCE OF 458.61 FEET; 10) THENCE RUN NORTH 25°52'24" WEST, A DISTANCE OF 1050.83 FEET; 11) THENCE RUN NORTH 25°31'00" WEST, A DISTANCE OF 1750.21 FEET; 12) THENCE RUN NORTH 25°59'50" WEST, A DISTANCE OF 1339.15 FEET; 13) THENCE RUN NORTH 24°24'20" WEST, A DISTANCE OF 671.77 FEET; 14) THENCE RUN NORTH 26°08'34" WEST, A DISTANCE OF 799.74 FEET; 15) THENCE RUN NORTH 26°01'44" WEST, A DISTANCE OF 906.86 FEET; 16) THENCE RUN NORTH 26°14'58" WEST, A DISTANCE OF 1083.72 FEET; 17) THENCE RUN NORTH 25°33'45" WEST, A DISTANCE OF 819.48 FEET; 18) THENCE RUN NORTH 25°28'52" WEST, A DISTANCE OF 968.13 FEET; 19) THENCE RUN NORTH 25°51'42" WEST, A DISTANCE OF 726.06 FEET; 20) THENCE RUN NORTH 19°29'28" WEST, A DISTANCE OF 398.97 FEET; 21) THENCE RUN NORTH 12°40'25" WEST, A DISTANCE OF 726.83 FEET; 22) THENCE RUN NORTH 12°51'05" WEST, A DISTANCE OF 924.25 FEET; 23) THENCE RUN NORTH 12°54'52" WEST, A DISTANCE OF 954.44 FEET; 24) THENCE RUN NORTH 25°15'06" WEST, A DISTANCE OF 161.04 FEET; 25) THENCE RUN NORTH 64°00'12" WEST, A DISTANCE OF 129.11 FEET; 26) THENCE RUN NORTH 89°03'48" WEST, A DISTANCE OF 410.32 FEET; 27) THENCE RUN NORTH 70°55'17" WEST, A DISTANCE OF 449.10 FEET; 28) THENCE RUN NORTH 66°21'49" WEST, A DISTANCE OF 344.48 FEET; 29) THENCE RUN NORTH 73°23'48" WEST, A DISTANCE OF 298.06 FEET; 30) THENCE RUN NORTH 56°20'13" WEST, A DISTANCE OF 282.99 FEET; 31) THENCE RUN NORTH 15°23'26" WEST, A DISTANCE OF 162.21 FEET; 32) THENCE RUN NORTH 33°42'31" WEST, A DISTANCE OF 107.91 FEET; 33) THENCE RUN NORTH 11°42'52" WEST, A DISTANCE OF 99.77 FEET; 34) THENCE RUN NORTH 9°37'52" WEST, A DISTANCE OF 140.51 FEET; 35) THENCE RUN NORTH 49°49'11" WEST, A DISTANCE OF 94.23 FEET; 36) THENCE RUN SOUTH 89°24'57" WEST, A DISTANCE OF 33.12 FEET; 37) THENCE RUN SOUTH 14°19'15" WEST, A DISTANCE OF 34.16 FEET; 38) THENCE RUN NORTH 85°44'39" WEST, A DISTANCE OF 31.86 FEET; 39) THENCE RUN NORTH 27°59'46" WEST, A DISTANCE OF 61.20 FEET; 40) THENCE RUN NORTH 58°53'24" WEST, A DISTANCE OF 65.88 FEET; 41) THENCE RUN NORTH 71°28'04" WEST, A DISTANCE OF 120.01 FEET; 42) THENCE RUN NORTH 9°25'46" WEST, A DISTANCE OF 21.71 FEET; 43) THENCE RUN NORTH 19°02'23" EAST, A DISTANCE OF 47.42 FEET; 44) THENCE RUN NORTH 41°53'52" WEST, A DISTANCE OF 24.69 FEET; 45) THENCE RUN SOUTH 88°57'43" WEST, A DISTANCE OF 39.65 FEET; 46) THENCE RUN NORTH 75°01'42" WEST, A DISTANCE OF 46.78 FEET; 47) THENCE RUN SOUTH 65°29'44" WEST, A DISTANCE OF 19.93 FEET; 48) THENCE RUN SOUTH 44°24'19" WEST, A DISTANCE OF 52.38 FEET; 49) THENCE RUN SOUTH 77°49'11" WEST, A DISTANCE OF 25.26 FEET; 50) THENCE RUN NORTH 40°26'02" WEST, A DISTANCE OF 26.19 FEET; 51) THENCE RUN NORTH 1°55'57" EAST, A DISTANCE OF 32.53 FEET; 52) THENCE RUN NORTH 65°15'18" WEST, A DISTANCE OF 20.68 FEET; 53) THENCE RUN SOUTH 71°14'56" WEST, A DISTANCE OF 24.55 FEET; 54) THENCE RUN NORTH 79°11'28" WEST, A DISTANCE OF 48.18 FEET; 55) THENCE RUN NORTH 48°48'16" WEST, A DISTANCE OF 35.02 FEET; 56) THENCE RUN NORTH 87°19'54" WEST, A DISTANCE OF 20.88 FEET; 57) THENCE RUN NORTH 87°23'57" WEST, A DISTANCE OF 33.14 FEET; 58) THENCE RUN NORTH 42°08'01" WEST, A DISTANCE OF 31.68 FEET; 59) THENCE RUN NORTH 58°55'47" WEST, A DISTANCE OF 78.56 FEET; 60) THENCE RUN SOUTH 51°21'35" WEST, A DISTANCE OF 14.12 FEET; 61) THENCE RUN SOUTH 26°37'30" WEST, A DISTANCE OF 33.13 FEET; 62) THENCE RUN SOUTH 85°41'13" WEST, A DISTANCE OF 19.40 FEET; 63) THENCE RUN NORTH 27°26'56" WEST, A DISTANCE OF 51.36 FEET; 64) THENCE RUN NORTH 55°06'49" WEST, A DISTANCE OF 108.58 FEET; 65) THENCE RUN NORTH 23°38'32" WEST, A DISTANCE OF 44.56 FEET; 66) THENCE RUN NORTH 50°58'32" WEST, A DISTANCE OF 78.80 FEET; 67) THENCE RUN NORTH 59°28'14" WEST, A DISTANCE OF 117.72 FEET; 68) THENCE RUN NORTH 83°31'17" WEST, A DISTANCE OF 59.03 FEET; 69) THENCE RUN NORTH 71°06'28" WEST, A DISTANCE OF 34.29 FEET; 70) THENCE RUN NORTH 12°48'03" WEST, A DISTANCE OF 74.96 FEET; 71) THENCE RUN NORTH 16°39'22" EAST, A DISTANCE OF 27.91 FEET; 72) THENCE RUN NORTH 34°23'30" WEST, A DISTANCE OF 85.96 FEET; 73) THENCE RUN NORTH 64°29'32" WEST, A DISTANCE OF 42.11 FEET; 74) THENCE RUN SOUTH 88°10'53" WEST, A DISTANCE OF 84.46 FEET; 75) THENCE RUN NORTH 53°45'09" WEST, A DISTANCE OF 81.87 FEET; 76) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 24.61 FEET; 77) THENCE RUN NORTH 67°31'04" WEST, A DISTANCE OF 28.35 FEET; 78) THENCE RUN NORTH 15°20'00" WEST, A DISTANCE OF 86.48 FEET; 79) THENCE RUN NORTH 51°37'51" WEST, A DISTANCE OF 175.99 FEET; 80) THENCE RUN NORTH 68°44'22" WEST, A DISTANCE OF 99.52 FEET; 81) THENCE RUN NORTH 48°42'41" WEST, A DISTANCE OF 36.34 FEET; 82) THENCE RUN NORTH 17°38'36" WEST, A DISTANCE OF 55.96 FEET; 83) THENCE RUN NORTH 33°24'47" WEST, A DISTANCE OF 56.25 FEET; 84) THENCE RUN NORTH 8°00'29" WEST, A DISTANCE OF 125.66 FEET; 85) THENCE RUN NORTH 50°23'31" EAST, A DISTANCE OF 53.96 FEET; 86) THENCE RUN NORTH 31°03'41" EAST, A DISTANCE OF 38.79 FEET; 87) THENCE RUN NORTH 4°13'34" WEST, A DISTANCE OF 35.96 FEET; 88) THENCE RUN NORTH 13°45'41" WEST, A DISTANCE OF 93.16 FEET; 89) THENCE RUN NORTH 17°25'44" EAST, A DISTANCE OF 80.97 FEET; 90) THENCE RUN NORTH 38°11'30" EAST, A DISTANCE OF 44.67 FEET; 91) THENCE RUN NORTH 4°24'06" WEST, A DISTANCE OF 30.34 FEET; 92) THENCE RUN NORTH 37°12'15" WEST, A DISTANCE OF 28.24 FEET; 93) THENCE RUN NORTH 55°52'16" WEST, A DISTANCE OF 34.28 FEET; 94) THENCE RUN NORTH 43°58'43" WEST, A DISTANCE OF 56.19 FEET; 95) THENCE RUN NORTH 28°06'40" WEST, A DISTANCE OF 63.85 FEET; 96) THENCE RUN NORTH 5°18'49" WEST, A DISTANCE OF 44.55 FEET; 97) THENCE RUN SOUTH 80°20'17" EAST, A DISTANCE OF 40.79 FEET; 98) THENCE RUN NORTH 13°09'59" EAST, A DISTANCE OF 13.56 FEET; 99) THENCE RUN NORTH 10°37'01" WEST, A DISTANCE OF 52.15 FEET; 100) THENCE RUN NORTH 56°34'43" WEST, A DISTANCE OF 18.77 FEET; 101) THENCE RUN NORTH 89°13'20" WEST, A DISTANCE OF 47.61 FEET; 102) THENCE RUN SOUTH 83°21'16" WEST, A DISTANCE OF 55.94 FEET; 103) THENCE RUN NORTH 70°12'27" WEST, A DISTANCE OF 113.37 FEET; 104) THENCE RUN NORTH 34°04'28" WEST, A DISTANCE OF 29.88 FEET; 105) THENCE RUN NORTH 8°24'46" WEST, A DISTANCE OF 53.94 FEET; 106) THENCE RUN NORTH 34°04'34" WEST, A DISTANCE OF 18.52 FEET; 107) THENCE RUN NORTH 88°35'11" WEST, A DISTANCE OF 18.17 FEET; 108) THENCE RUN NORTH 78°16'53" WEST, A DISTANCE OF 80.04 FEET; 109) THENCE RUN NORTH 21°44'28" WEST, A DISTANCE OF 50.54 FEET; 110) THENCE RUN NORTH 9°34'51" EAST, A DISTANCE OF 29.71 FEET; 111) THENCE RUN NORTH 18°55'25" EAST, A DISTANCE OF 50.15 FEET; 112) THENCE RUN NORTH 69°13'53" WEST, A DISTANCE OF 72.04 FEET; 113) THENCE RUN NORTH 46°49'17" WEST, A DISTANCE OF 38.83 FEET; 114) THENCE RUN NORTH 31°09'45" WEST, A DISTANCE OF 99.77 FEET; 115) THENCE RUN NORTH 71°34'38" WEST, A DISTANCE OF 33.47 FEET; 116) THENCE RUN NORTH 8°03'40" EAST, A DISTANCE OF 30.62 FEET; 117) THENCE RUN NORTH 12°18'13" EAST, A DISTANCE OF 33.81 FEET; 118) THENCE RUN NORTH 36°09'16" WEST, A DISTANCE OF 16.52 FEET; 119) THENCE RUN NORTH 18°37'18" WEST, A DISTANCE OF 55.44 FEET; 120) THENCE RUN NORTH 54°19'16" WEST, A DISTANCE OF 34.82 FEET; 121) THENCE RUN SOUTH 46°15'23" WEST, A DISTANCE OF 41.19 FEET; 122) THENCE RUN SOUTH 11°37'08" WEST, A DISTANCE OF 55.42 FEET; 123) THENCE RUN SOUTH 3°52'06" EAST, A DISTANCE OF 46.07 FEET; 124) THENCE RUN SOUTH 66°54'01" WEST, A DISTANCE OF 18.47 FEET; 125) THENCE RUN SOUTH 87°03'02" WEST, A DISTANCE OF 36.13 FEET; 126) THENCE RUN NORTH 50°22'51" WEST, A DISTANCE OF 65.53 FEET; 127) THENCE RUN NORTH 85°21'11" WEST, A DISTANCE OF 42.63 FEET; 128) THENCE RUN NORTH 60°39'35" WEST, A DISTANCE OF 18.66 FEET; 129) THENCE RUN NORTH 21°11'09" EAST, A DISTANCE OF 33.22 FEET; 130) THENCE RUN NORTH 9°46'55" EAST, A DISTANCE OF 34.17 FEET; 131) THENCE RUN NORTH 69°21'47" WEST, A DISTANCE OF 64.50 FEET; 132) THENCE RUN SOUTH 38°44'14" WEST, A DISTANCE OF 49.09 FEET; 133) THENCE RUN SOUTH 69°27'26" WEST, A DISTANCE OF 48.70 FEET; 134) THENCE RUN NORTH 30°01'39" WEST, A DISTANCE OF 42.40 FEET; 135) THENCE RUN NORTH 19°21'43" EAST, A DISTANCE OF 48.17 FEET; 136) THENCE RUN NORTH 6°11'39" WEST, A DISTANCE OF 112.62 FEET; 137) THENCE RUN NORTH 52°24'28" WEST, A DISTANCE OF 49.31 FEET; 138) THENCE RUN NORTH 70°01'48" WEST, A DISTANCE OF 59.36 FEET; 139) THENCE RUN SOUTH 67°28'48" WEST, A DISTANCE OF 16.16 FEET; 140) THENCE RUN SOUTH 58°35'19" WEST, A DISTANCE OF 23.42 FEET; 141) THENCE RUN SOUTH 34°03'48" WEST, A DISTANCE OF 33.17 FEET; 142) THENCE RUN NORTH 86°36'10" WEST, A DISTANCE OF 29.60 FEET; 143) THENCE RUN NORTH 35°51'24" WEST, A DISTANCE OF 64.94 FEET; 144) THENCE RUN NORTH 49°18'53" WEST, A DISTANCE OF 52.48 FEET; 145) THENCE RUN NORTH 44°28'11" WEST, A DISTANCE OF 129.15 FEET; 146) THENCE RUN NORTH 66°37'19" WEST, A DISTANCE OF 34.82 FEET; 147) THENCE RUN SOUTH 31°55'50" WEST, A DISTANCE OF 30.36 FEET; 148) THENCE RUN SOUTH 12°46'38" WEST, A DISTANCE OF 80.57 FEET; 149) THENCE RUN SOUTH 6°15'31" EAST, A DISTANCE OF 20.76 FEET; 150) THENCE RUN SOUTH 87°21'34" WEST, A DISTANCE OF 18.41 FEET; 151) THENCE RUN NORTH 45°16'08" WEST, A DISTANCE OF 107.98 FEET; 152) THENCE RUN SOUTH 34°34'23" WEST, A DISTANCE OF 35.98 FEET; 153) THENCE RUN SOUTH 66°20'51" WEST, A DISTANCE OF 13.56 FEET; 154) THENCE RUN NORTH 52°17'22" WEST, A DISTANCE OF 48.07 FEET; 155) THENCE RUN NORTH 0°59'57" EAST, A DISTANCE OF 48.03 FEET; 156) THENCE RUN NORTH 24°04'20" EAST, A DISTANCE OF 31.68 FEET; 157) THENCE RUN NORTH 75°07'36" WEST, A DISTANCE OF 39.57 FEET; 158) THENCE RUN SOUTH 73°08'14" WEST, A DISTANCE OF 45.72 FEET; 159) THENCE RUN SOUTH 18°35'37" WEST, A DISTANCE OF 27.55 FEET; 160) THENCE RUN SOUTH 23°10'29" EAST, A DISTANCE OF 33.20 FEET; 161) THENCE RUN SOUTH 29°53'51" WEST, A DISTANCE OF 44.60 FEET; 162) THENCE RUN NORTH 55°46'44" WEST, A DISTANCE OF 86.46 FEET; 163) THENCE RUN NORTH 40°20'49" WEST, A DISTANCE OF 68.17 FEET; 164) THENCE RUN NORTH 78°32'36" WEST, A DISTANCE OF 64.32 FEET; 165) THENCE RUN NORTH 61°34'26" WEST, A DISTANCE OF 103.04 FEET; 166) THENCE RUN NORTH 30°29'54" WEST, A DISTANCE OF 45.35 FEET; 167) THENCE RUN NORTH 73°43'19" WEST, A DISTANCE OF 41.77 FEET; 168) THENCE RUN NORTH 25°01'56" WEST, A DISTANCE OF 47.38 FEET; 169) THENCE RUN NORTH 86°59'21" EAST, A DISTANCE OF 54.49 FEET; 170) THENCE RUN NORTH 1°30'45" WEST, A DISTANCE OF 10.89 FEET; 171) THENCE RUN NORTH 56°50'24" WEST, A DISTANCE OF 64.21 FEET; 172) THENCE RUN NORTH 32°47'53" WEST, A DISTANCE OF 71.38 FEET; 173) THENCE RUN SOUTH 87°47'18" WEST, A DISTANCE OF 53.13 FEET; 174) THENCE RUN NORTH 47°02'29" WEST, A DISTANCE OF 15.42 FEET; 175) THENCE RUN NORTH 21°33'01" WEST, A DISTANCE OF 82.39 FEET; 176) THENCE RUN SOUTH 81°37'44" WEST, A DISTANCE OF 52.43 FEET; 177) THENCE RUN NORTH 63°38'26" WEST, A DISTANCE OF 34.12 FEET; 178) THENCE RUN SOUTH 5°56'39" EAST, A DISTANCE OF 87.83 FEET; 179) THENCE RUN SOUTH 44°09'06" WEST, A DISTANCE OF 32.67 FEET; 180) THENCE RUN SOUTH 77°18'17" WEST, A DISTANCE OF 44.47 FEET; 181) THENCE RUN NORTH 73°07'24" WEST, A DISTANCE OF 61.82 FEET; 182) THENCE RUN SOUTH 81°08'29" WEST, A DISTANCE OF 43.74 FEET; 183) THENCE RUN SOUTH 49°34'23" WEST, A DISTANCE OF 77.22 FEET; 184) THENCE RUN SOUTH 0°58'17" WEST, A DISTANCE OF 29.02 FEET; 185) THENCE RUN SOUTH 63°44'58" WEST, A DISTANCE OF 21.13 FEET; 186) THENCE RUN NORTH 70°40'06" WEST, A DISTANCE OF 24.51 FEET; 187) THENCE RUN NORTH 2°52'50" WEST, A DISTANCE OF 44.07 FEET; 188) THENCE RUN NORTH 67°59'12" WEST, A DISTANCE OF 34.77 FEET; 189) THENCE RUN NORTH 68°18'59" WEST, A DISTANCE OF 65.13 FEET; 190) THENCE RUN NORTH 23°27'16" WEST, A DISTANCE OF 60.38 FEET; 191) THENCE RUN NORTH 45°01'12" WEST, A DISTANCE OF 89.32 FEET; 192) THENCE RUN NORTH 74°08'34" WEST, A DISTANCE OF 57.69 FEET; 193) THENCE RUN SOUTH 85°53'14" WEST, A DISTANCE OF 130.24 FEET; 194) THENCE RUN SOUTH 44°55'32" WEST, A DISTANCE OF 29.32 FEET; 195) THENCE RUN NORTH 75°29'28" WEST, A DISTANCE OF 38.42 FEET; 196) THENCE RUN NORTH 26°58'31" WEST, A DISTANCE OF 30.15 FEET; 197) THENCE RUN NORTH 87°16'32" WEST, A DISTANCE OF 39.24 FEET; 198) THENCE RUN NORTH 8°36'07" WEST, A DISTANCE OF 32.45 FEET; 199) THENCE RUN NORTH 50°21'16" WEST, A DISTANCE OF 34.96 FEET; 200) THENCE RUN NORTH 68°22'19" WEST, A DISTANCE OF 122.63 FEET; 201) THENCE RUN NORTH 85°27'34" WEST, A DISTANCE OF 55.70 FEET; 202) THENCE RUN NORTH 59°41'38" WEST, A DISTANCE OF 45.15 FEET; 203) THENCE RUN NORTH 76°37'00" WEST, A DISTANCE OF 79.38 FEET; 204) THENCE RUN SOUTH 88°17'05" WEST, A DISTANCE OF 49.10 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/4 OF SAID SECTION 17; THENCE DEPARTING CENTERLINE OF SAID CANAL, RUN NORTH 0°05'18" WEST, ALONG SAID WEST LINE OF THE EAST 1/4 OF SAID SECTION 17, A DISTANCE OF 3708.36 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY HIGHWAY NO. 470 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 18580-2601); THENCE DEPARTING SAID WEST LINE, RUN ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 89°41'47" EAST, A DISTANCE OF 1299.79 FEET; 2) THENCE RUN SOUTH 00°18'13" WEST, A DISTANCE OF 10.00 FEET; 3) THENCE RUN SOUTH 89°41'47" EAST, A DISTANCE OF 33.60 FEET; 4) THENCE RUN SOUTH 89°47'31" EAST, A DISTANCE OF 166.50 FEET; 5) THENCE RUN NORTH 00°12'29" EAST, A DISTANCE OF 10.00 FEET; 6) THENCE RUN SOUTH 89°47'31" EAST, A DISTANCE OF 2529.50 FEET; 7) THENCE RUN SOUTH 89°52'59" EAST, A DISTANCE OF 2681.14 FEET; 8) THENCE RUN SOUTH 89°43'47" EAST, A DISTANCE OF 5346.05 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN SOUTH 0°12'36" WEST, ALONG SAID EAST LINE, A DISTANCE OF 2614.82 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 0°13'06" WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 15, A DISTANCE OF 2666.80 FEET TO THE NORTHEAST CORNER OF SAID SECTION 22; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 0°13'06" WEST, ALONG THE EAST LINE OF SECTION 22, A DISTANCE OF 5333.60 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 0°26'14" WEST, ALONG THE EAST LINE OF SAID SECTION 27, A DISTANCE OF 5332.96 FEET TO THE NORTHWEST CORNER OF SAID SECTION 35; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°55'27" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35, A DISTANCE OF 2697.18 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 35; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 89°50'13" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, A DISTANCE OF 2687.68 FEET TO THE NORTHWEST CORNER OF SAID SECTION 36; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°31'38" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 36, A DISTANCE OF 1331.64 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°32'46" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 36, A DISTANCE OF 1329.34 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°27'24" EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 36, A DISTANCE OF 1329.37 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 0°27'24" EAST, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 36, A DISTANCE OF 2659.72 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°47'43" WEST, ALONG THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 36, A DISTANCE OF 1324.33 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 89°54'19" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 35, A DISTANCE OF 362.88 FEET TO THE POINT OF BEGINNING.

TRACT 4:

THAT PORTION OF COUNTY ROAD NO. 470 RIGHT-OF-WAY (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 18580-2601) LYING IN SECTIONS 10, 11, 12, 13, 14, AND 15, TOWNSHIP 20 SOUTH, RANGE 23 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE RUN NORTH 00°08'05" EAST, ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 50.01 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470; THENCE DEPARTING SAID EAST LINE, RUN NORTH 88°54'07" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 2172.34 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN SOUTH 01°07'49" EAST, A DISTANCE OF 100.08 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470; THENCE RUN ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°54'07" WEST, A DISTANCE OF 3226.94 FEET; 2) THENCE RUN NORTH 89°27'00" WEST, A DISTANCE OF 5370.13 FEET; 3) THENCE RUN NORTH 89°43'47" WEST, A DISTANCE OF 1615.44 FEET TO A POINT ON THE PROPOSED SOUTHEASTERLY RIGHT-OF-WAY LINE OF CENTRAL PARKWAY (A 100 FOOT WIDE PROPOSED RIGHT-OF-WAY), SAID POINT BEING A POINT ON A 2823.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°35'20" EAST AND A CHORD LENGTH OF 142.22 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°53'12", AN ARC DISTANCE OF 142.23 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470; THENCE DEPARTING SAID PROPOSED SOUTHEASTERLY RIGHT-OF-WAY LINE, RUN ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 89°43'47" EAST, A DISTANCE OF 1514.39 FEET; 2) THENCE RUN SOUTH 89°27'00" EAST, A DISTANCE OF 5371.03 FEET; 3) THENCE RUN SOUTH 88°54'07" EAST, A DISTANCE OF 3223.53 FEET TO THE POINT OF BEGINNING.

INDEX	
SHEET	DESCRIPTION
8	COVER SHEET
9	TRACT 1 SKETCH
10	TRACT 2 SKETCH
11-15	TRACT 3 SKETCHES
16	TRACT 4 SKETCH

JEREMY D. HALLICK, FLORIDA LICENSED SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6715

JEREMY D. HALLICK License Number 6715 STATE OF FLORIDA Professional Surveyor and Mapper

CFB CLYMER FARNER BARLEY
4450 NE 83RD ROAD • WILDWOOD, FL 34785
(352) 748-3126 LB4709

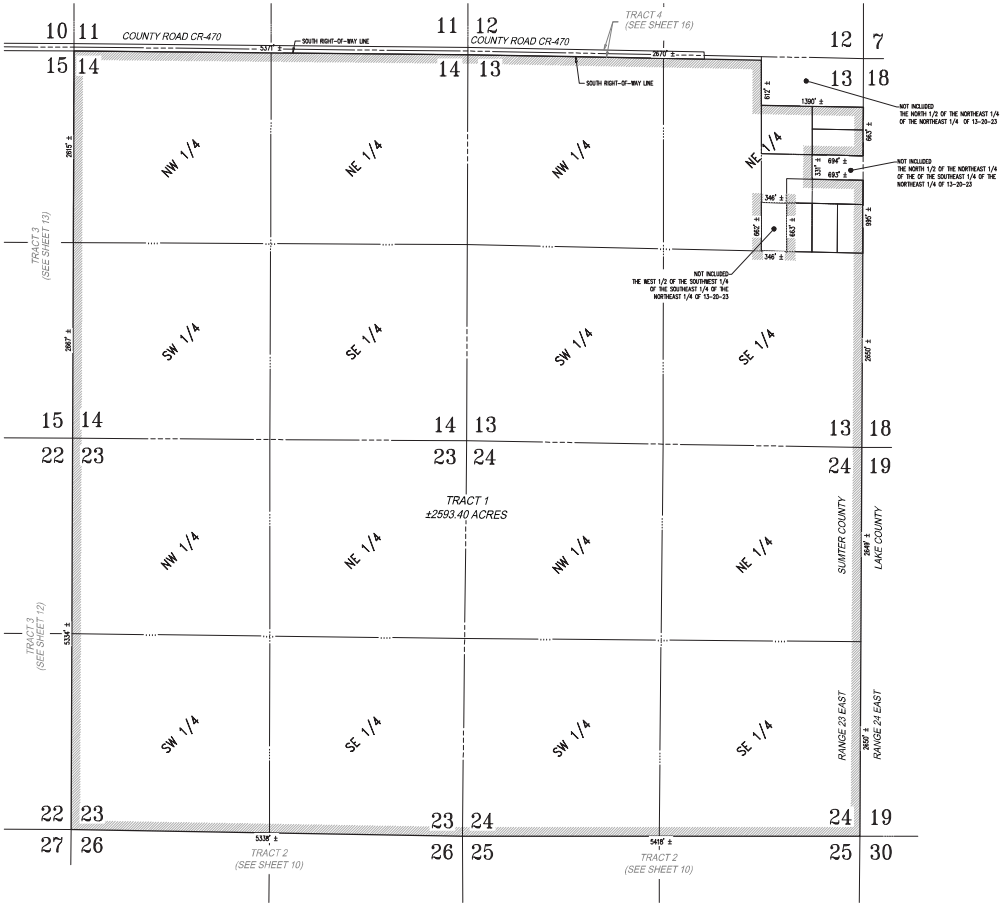
DATE	REVISIONS
11/18/2019	ADDED TRACT 3 - DMS
03/29/2022	ADDED TRACT 4 & REVISED TRACT 1 - DMS

CLIENT: THE VILLAGES LAND COMPANY, LLC
JOB NO.: S16063.0897
DRAWING DATE: 06/25/2019
DRAWN BY: JHB
CHECKED BY: JDH

VOSO 9TH AMENDMENT - CHAPTER 163
AREA B - AMENDED AND RESTATED
TOWNSHIP 20 SOUTH, RANGE 23 EAST
TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA

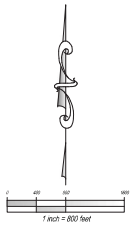
SKETCH OF DESCRIPTION FOR THE VILLAGES LAND COMPANY, LLC

SHEET 08 OF 16



LEGEND:

19 SECTION LABEL



SHEET 09 OF 16

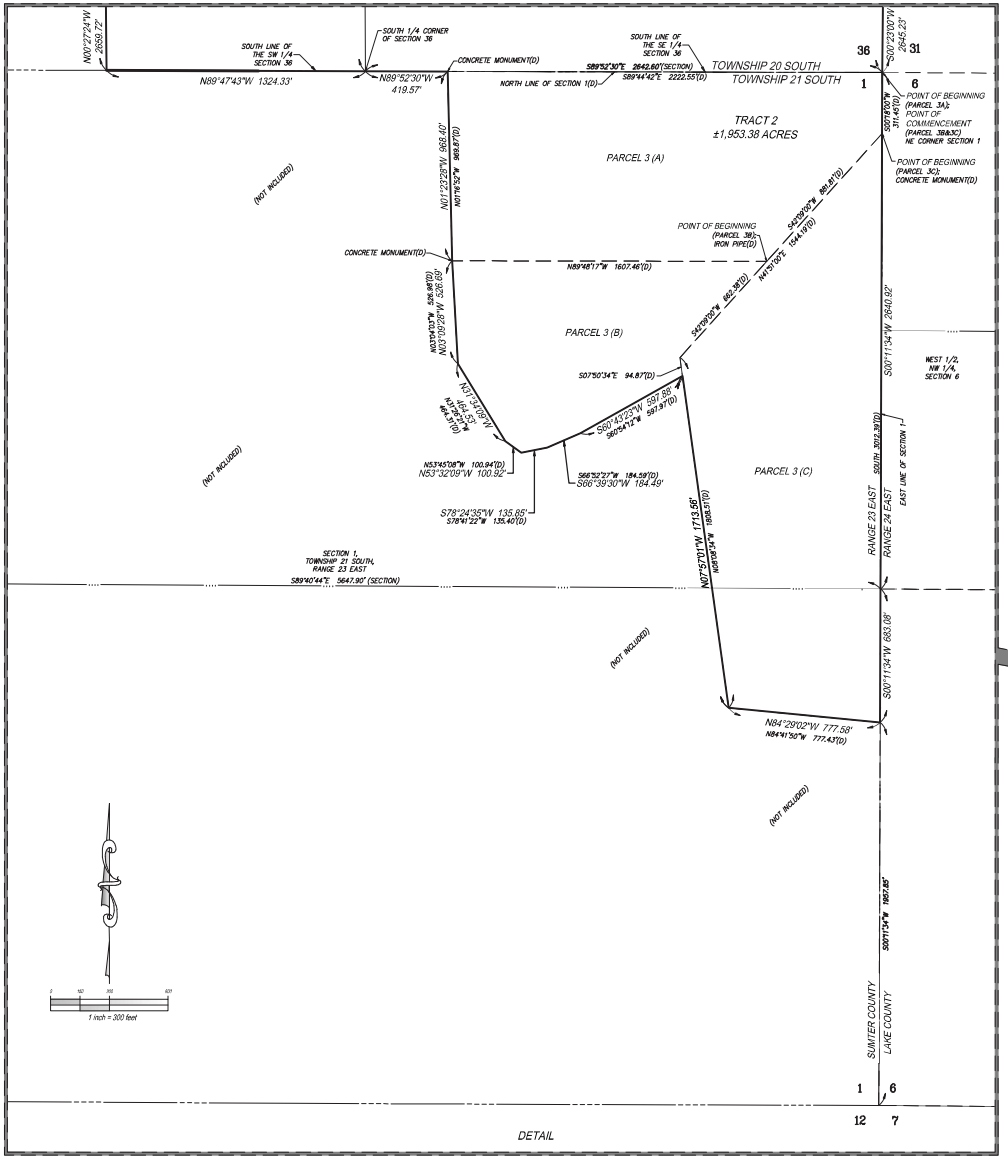
SKETCH OF DESCRIPTION
FOR
THE VILLAGES LAND COMPANY, LLC

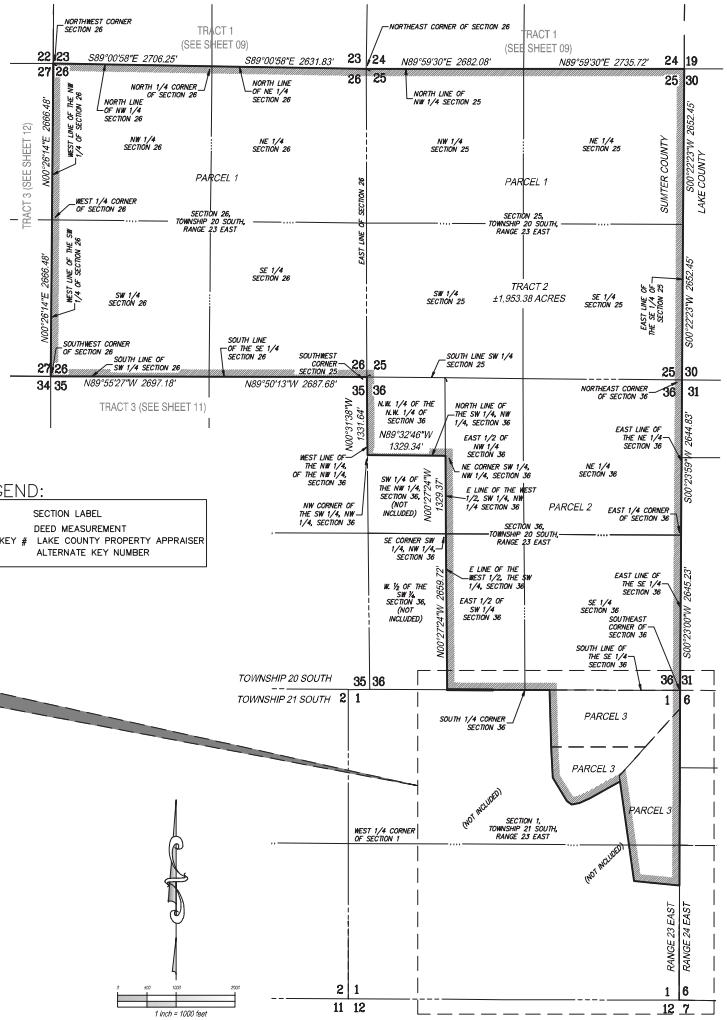
VCDD 9TH AMENDMENT – CHAPTER 163
ARTICLE III – LANDOWNER AND PETITIONER
TOWNSHIP 20 SOUTH, RANGE 23 EAST
TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA

CLIENT: THE VILLAGES LAND COMPANY, LLC
PROJECT: 19-0120
DRAWING DATE: 06/26/2019
DRAWN BY: JHB
CHECKED BY: JDH

REVISIONS	DATE
ADDED TRACT 3 – DMS	11/20/2020
ADDED TRACT 4 AND REVISED TRACT 1 – DMS	03/29/2022

CFB
CLYDE & ASSOCIATES, INC.
CIVIL ENGINEERS & SURVEYORS
1546 TRADE CENTER WAY
THE VILLAGES, FLORIDA 32162
(352) 753-2160





LEGEND:

31	SECTION LABEL	
(D)	DEED MEASUREMENT	
ALT KEY #	LAKE COUNTY PROPERTY APPRAISER ALTERNATE KEY NUMBER	

CFB SURVEYING & MAPPING
CFB SURVEYING & MAPPING, LLC
1405 TRADE CENTER WAY, SUITE 1
GROVELAND, FL 34736
PH: (352) 429-1315 FAX: (352) 429-1316

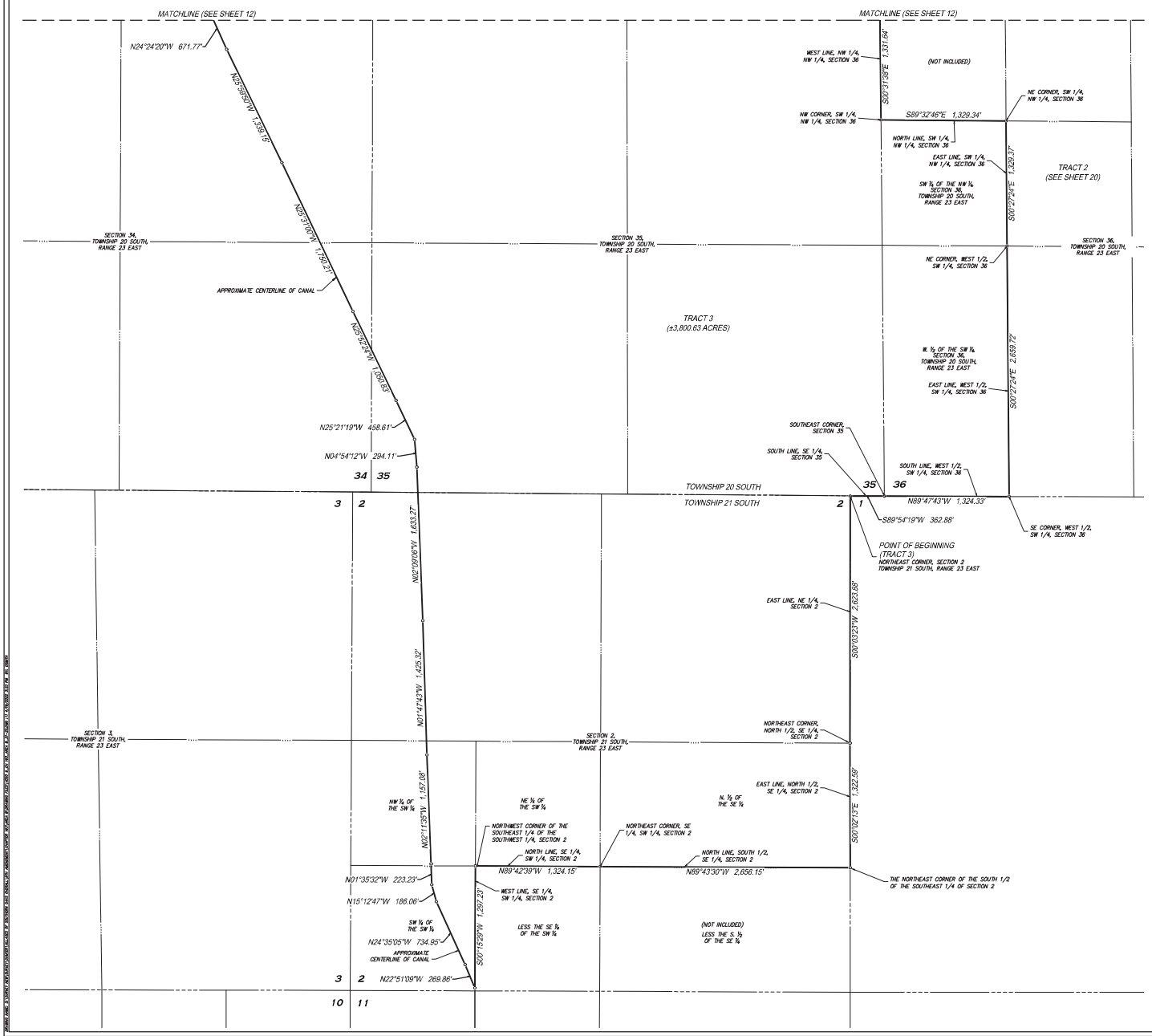
DATE	REVISIONS
11/12/2019	ADDED TRACT 3 – DMS
03/29/2022	ADDED TRACT 4 AND REVISED TRACT 1 – DMS

CLIENT: THE VILLAGES LAND COMPANY, LLC
JOB #: 2019-0-0-0
DRAWING DATE: 06/26/2019
DRAWN BY: JHB
CHECKED BY: JRH

VOSO 9TH AMENDMENT – CHAPTER 163
AREA TO BE ADDED AND DELETED
TOWNSHIP 20 SOUTH, RANGE 23 EAST
TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA

SKETCH OF DESCRIPTION FOR THE VILLAGES LAND COMPANY, LLC

SHEET 10 OF 16



CLIENT: THE VILLAGES LAND COMPANY, LLC
PROJECT: SUMTER COUNTY
DRAWING DATE: 06/26/2019
DRAWN BY: AB
CHECKED BY: JDH

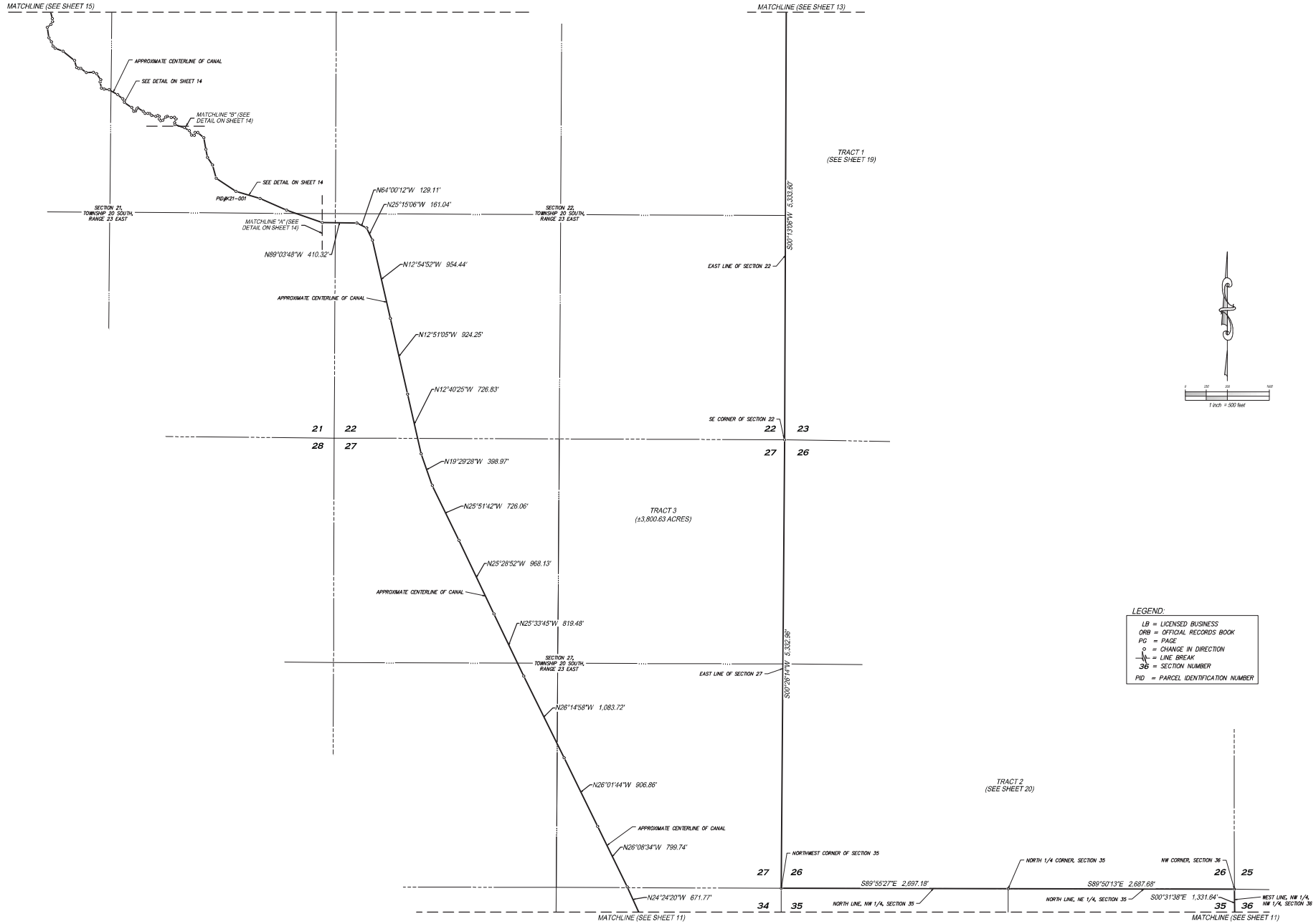
REVISIONS
ADDED TRACT 3 – DMS 11/01/2019
ADDED TRACT 4 AND REVISED TRACT 1 – DMS 03/29/2022

CFB CLYDE FOLSOM BLAKE
CIVIL ENGINEERS • PLANNERS
1905 TELFAIR STREET • TEL (352) 787-1977

VGSO 9TH AMENDMENT – CHAPTER 163
AREA TO BE AMENDED AND RESTATED
COMPRISING SECTIONS 34, 35 AND 36
TOWNSHIP 20 SOUTH, RANGE 23 EAST
TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA COUNTY, FLORIDA

SKETCH OF DESCRIPTION FOR THE VILLAGES LAND COMPANY, LLC

SHEET 11 OF 16



CFB CLYDE FLORES BRAUN
CIVIL ENGINEERS & PLANNERS
1905 TRUMAN AVENUE
THE VILLAGES, FLORIDA 32159

DATE	REVISIONS
11/16/2020	ADDED TRACT 3 – DMS
03/29/2022	ADDED TRACT 4 AND REVISED TRACT 1 – DMS

CLIENT: THE VILLAGES LAND COMPANY, LLC
PROJECT: VGSO 9TH AMENDMENT
DRAWING DATE: 06/26/2019
DRAWN BY: JAB
CHECKED BY: JDH

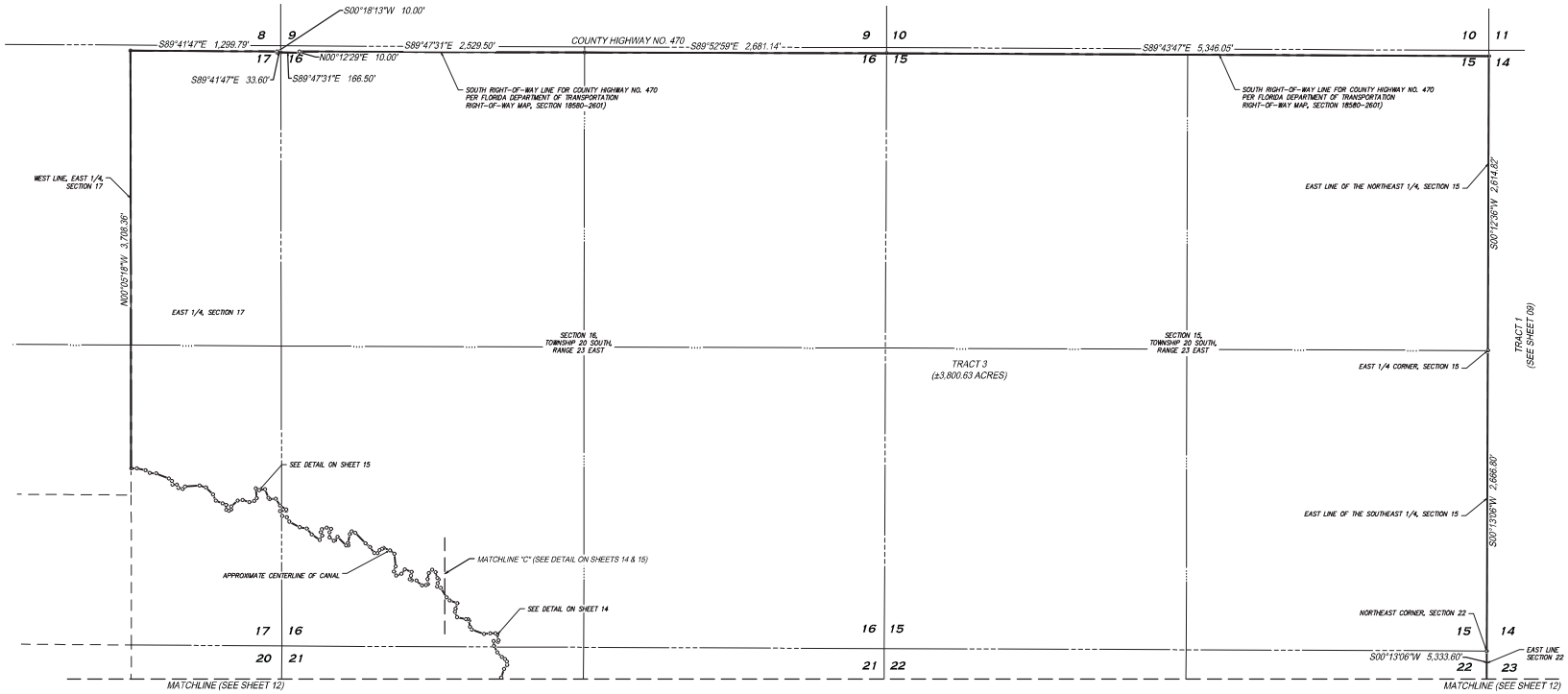
VGSO 9TH AMENDMENT – CHAPTER 163
AREA IN SECTIONS 21, 22, 27 AND 28
TOWNSHIP 20 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA COUNTY, FLORIDA

SKETCH OF DESCRIPTION FOR THE VILLAGES LAND COMPANY, LLC

SHEET 12 OF 16

LEGEND:

LB = LICENSED BUSINESS
ORB = OFFICIAL RECORDS BOOK
PG = PAGE
= CHANGE IN DIRECTION
= LINE BREAK
36 = SECTION NUMBER
PID = PARCEL IDENTIFICATION NUMBER



1 inch = 500 feet

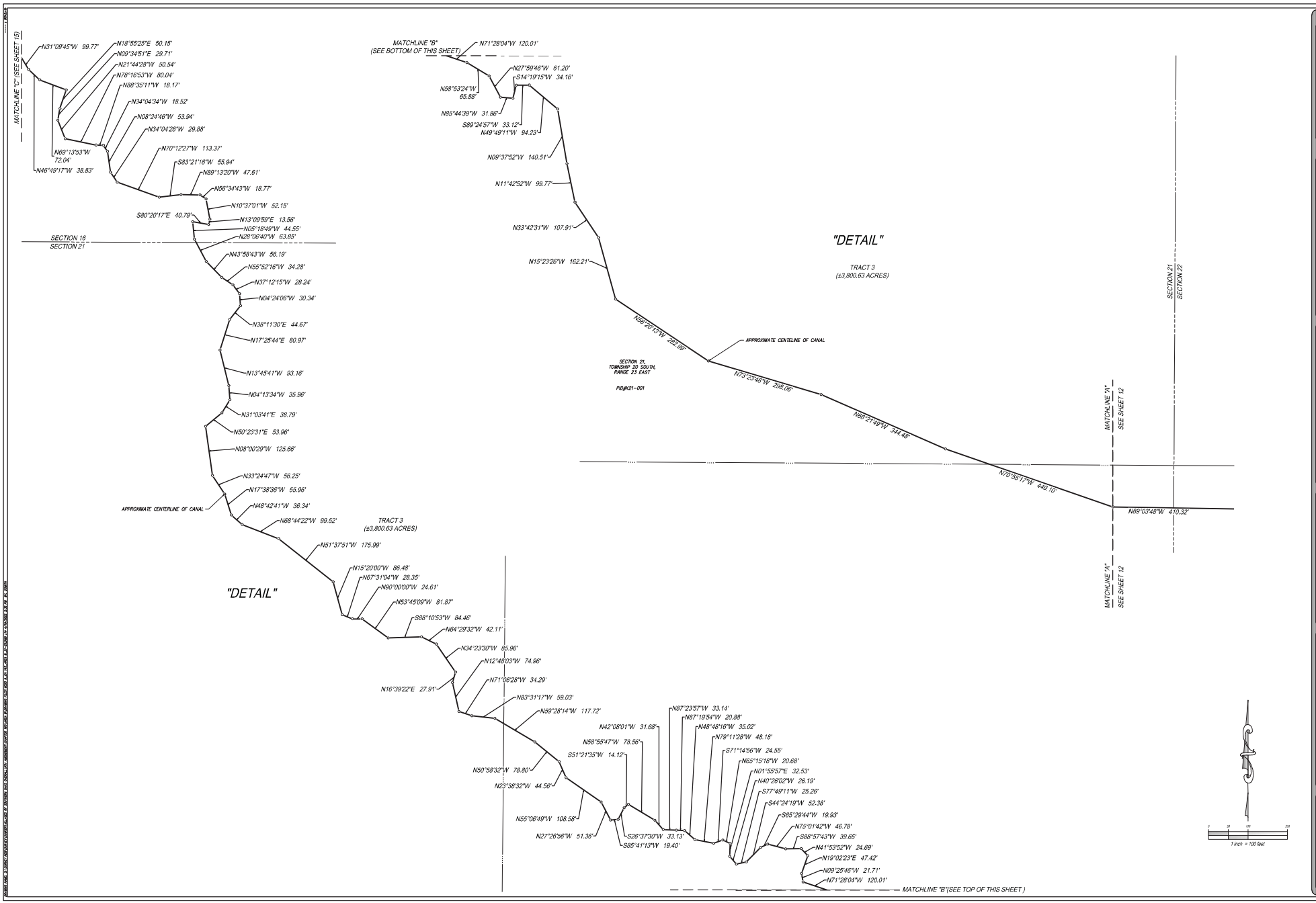
DATE	REVISIONS
11/16/2020	ADDED TRACT 3 – DMS
03/29/2022	ADDED TRACT 4 AND REVISED TRACT 1 – DMS

CLIENT: THE VILLAGES LAND COMPANY, LLC
PROJECT: VGSO 9TH AMENDMENT
DRAWING DATE: 08/26/2019
DRAWN BY: AB
CHECKED BY: JDH

VGSO 9TH AMENDMENT – CHAPTER 163
AREA TO BE MODIFIED AND RESTATED
TOWNSHIP 20 SOUTH, RANGE 23 EAST
TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA COUNTY, FLORIDA

SKETCH OF DESCRIPTION FOR THE VILLAGES LAND COMPANY, LLC

SHEET 13 OF 16



CFB
CLYMER FARMER BARLEY
CIVIL ENGINEERS • PLANNERS • SURVEYORS
1000 N. ASHLEY DRIVE, SUITE 400
TAMPA, FLORIDA 33602
(813) 223-3160

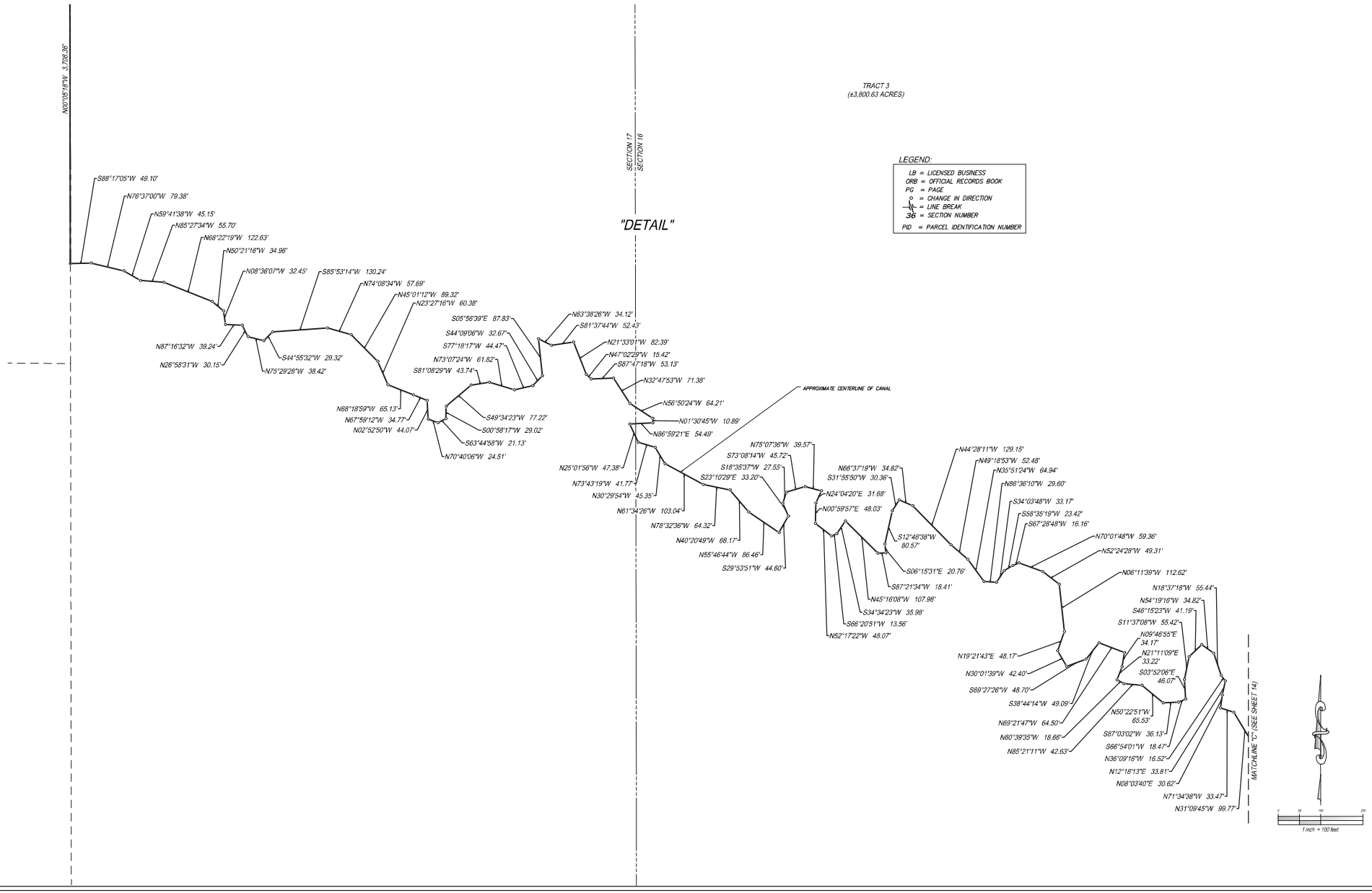
REVISIONS	DATE
ADDED TRACT 3 – DMS	11/16/2022
ADDED TRACT 4 AND REVISED TRACT 1 – DMS	03/29/2023

CLIENT: THE VILLAGES LAND COMPANY, LLC
PROJECT: VGSO 9TH AMENDMENT
DRAWING DATE: 06/26/2019
DRAWN BY: JAB
CHECKED BY: JDH

VGSO 9TH AMENDMENT – CHAPTER 163
AREA TO BE ANNEXED AND REZONED
COMMON PLAN DEVELOPMENT
TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA COUNTY, FLORIDA

SKETCH OF DESCRIPTION FOR THE VILLAGES LAND COMPANY, LLC

SHEET 14 OF 16



CLIENT: THE VILLAGES LAND COMPANY, LLC
PROJECT: VOSO 9TH AMENDMENT
DRAWING DATE: 06/25/2019
DRAWN BY: AB
CHECKED BY: JDH

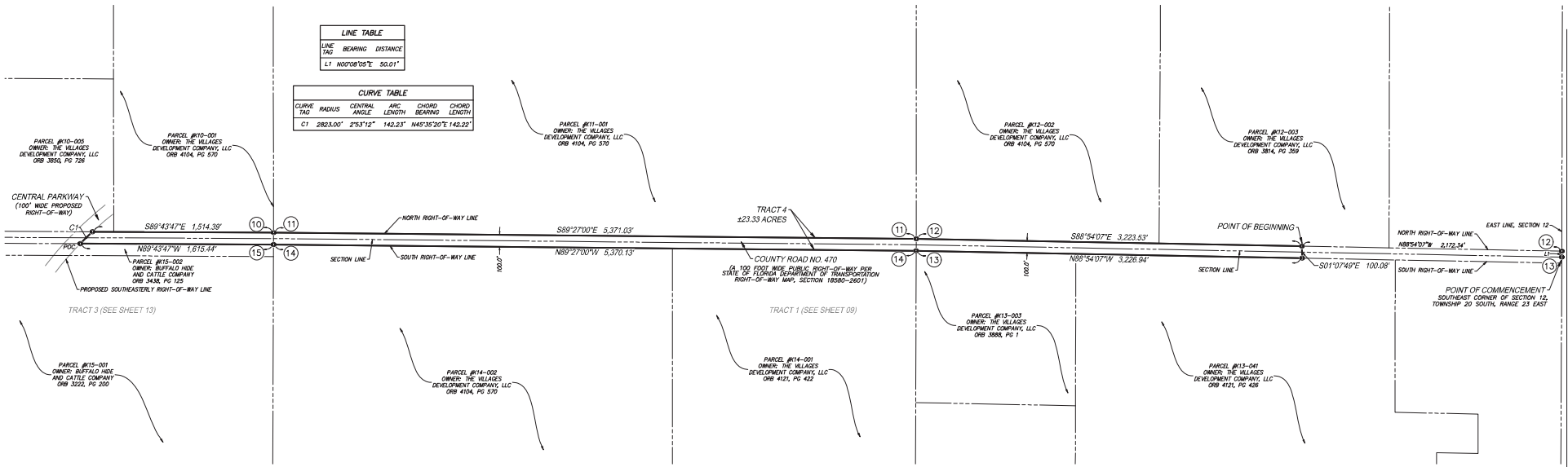
REVISIONS
ADDED TRACT 3 – DMS 11/14/2019
ADDED TRACT 4 AND REVISED TRACT 1 – DMS 03/29/2022

CFB
CLYDE & ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS
1546 THE VILLAGES PARKWAY
THE VILLAGES, FLORIDA 32162 (352) 753-2118

VOSO 9TH AMENDMENT – CHAPTER 163
AREA OF MODIFIED AND RESTATED
COMMUNITY DEVELOPMENT DISTRICT
TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA COUNTY, FLORIDA

SKETCH OF DESCRIPTION
FOR
THE VILLAGES LAND COMPANY, LLC

SHEET 15 OF 16



CFB SURVEYING & MAPPING
CFB SURVEYING & MAPPING, LLC
LB#7539
1255 TOWN CENTER BLVD. S. THE VILLAGES, FL 32162
(352) 753-2617

REVISIONS	DATE
PAGE 3 - DWS	11/16/2020
ADDED TRACT 4 AND REVISED TRACT 1 - DMS	03/29/2022

CLIENT: THE VILLAGES LAND COMPANY, LLC
FIELD WORK DATE: 08/26/2019
DRAWING DATE: 08/26/2019
DRAWN BY: AHB
CHECKED BY: JDH

V050 9TH AMENDMENT - CHAPTER 163
AREA BOUNDED BY SECTIONS 12 & 13
TOWNSHIP 20 SOUTH, RANGE 23 EAST
TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA

SKETCH OF DESCRIPTION FOR THE VILLAGES LAND COMPANY, LLC

SHEET 16 OF 16

EXHIBIT 2

LAND USE CONVERSION MATRIX

Kimley»Horn

October 30, 2020

Mr. Martin L. Dzuro
The Villages Land Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

RE: ***The Villages of Southern Oaks***
Updated Land Use Conversion Table - Revised October 2020

Dear Martin:

Enclosed with this letter is a revised land use conversion (LUC) table for future use to allow conversion between land uses in The Villages of Southern Oaks development with neutral net trip impact. The revised table has been updated to reflect several new land uses, including those for non-age restricted residential houses and apartments.

The LUC table is based on average PM peak hour trip generation rates in the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 10th Edition*. The table is consistent with previously provided LUC tables for developments within The Villages to allow flexibility in the future as market conditions change.

Below are two example calculations using the LUC table to help understand its application.

> *If the developer would like to develop 200 non-age restricted single-family dwelling units, for example, the developer would need to reduce the number of Villages single-family dwelling units by 565 to remain trip neutral (using the calculation of 1 non-age restricted single-family dwelling unit is equivalent to 0.354 Villages single-family dwelling units, 200 / 0.354 = 564.97, or 565 dwelling units). The conversion would result in equivalent roadway impacts based on the most recent analysis for The Villages of Southern Oaks.*
>
> *If the developer would like to develop 150 non-age restricted single-family dwelling units, for example, the developer would need to reduce the commercial square footage by 38,981 to remain trip neutral (using the calculation of 1,000 square feet of retail is equal to 3.848 non-age restricted single family dwelling units, 150 / 3.848 = 38.981 ksf, or 38,981 square feet). The conversion would result in equivalent roadway impacts based on the most recent analysis for The Villages of Southern Oaks.*

If you have any questions regarding this table or additional calculations, please feel free to contact me.

Sincerely,

Richard R. Barr

Richard R. Barr, AICP
Senior Vice President

Attachment: Land Use Conversion Table, Revised October 2020

Land Use Conversion Table

The Villages of West Lake

Revised October 2020

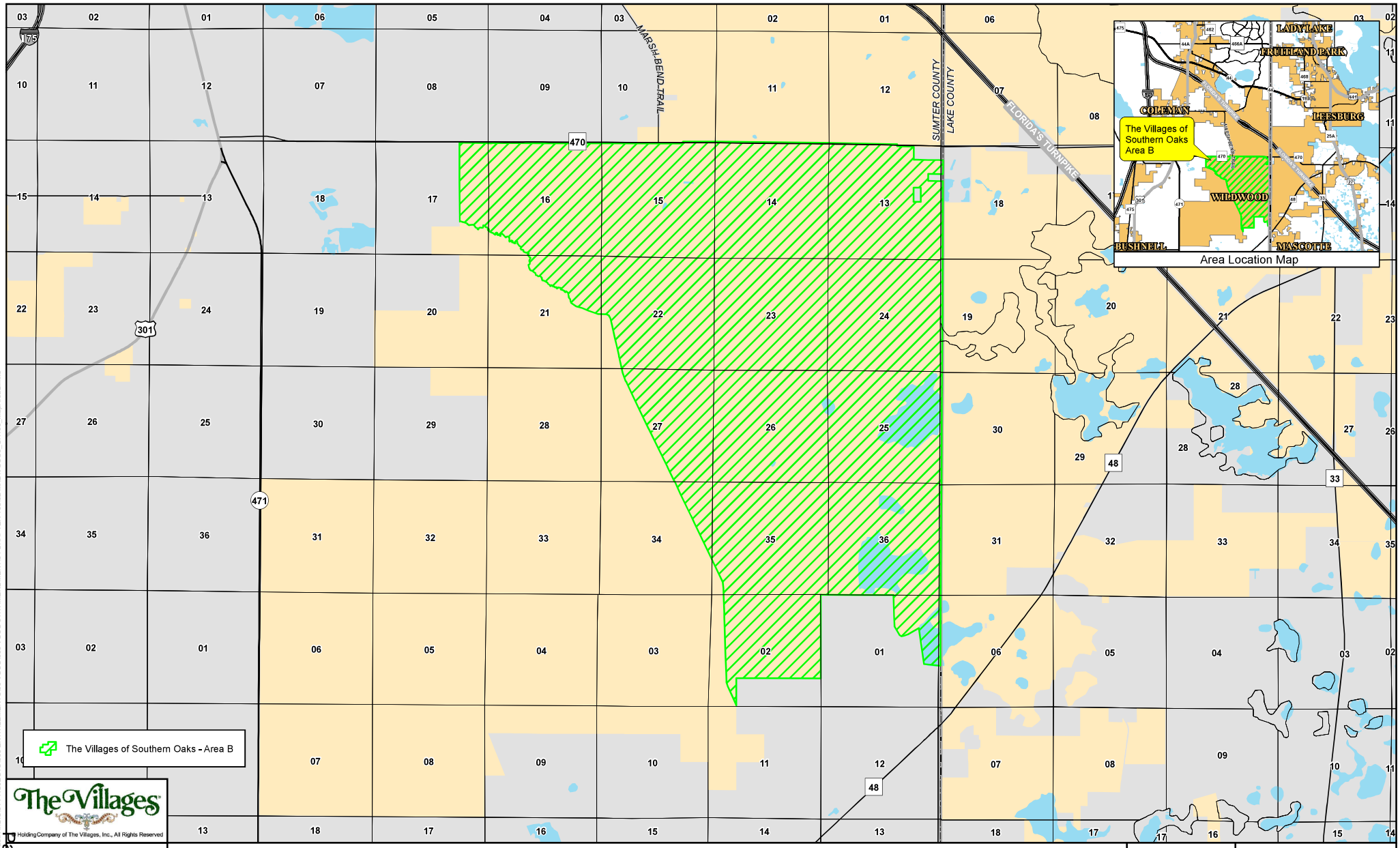
Land Use Conversion		TO:																		ITE Trip Generation Manual 10th Edition PM Peak Hour Trip Generation		
		Villages Single-Family Residential	Villages Multi-Family Residential	Community Support District - Single Family	Community Support District - Multi-Family (1-2 stories)	Community Support District - Multi-Family (3+ stories)	Congregate Care / Independent Living Facility	Assisted Living Facility	Nursing Home / Skilled Nursing Facility	Hospital	Medical Office	Research & Development Center	Educational (University / College)	General Office	Commercial / Retail	Hotel	Light Industrial	Government Office				
	Units	DU	DU	DU	DU	DU	DU	Beds	Beds	Beds	KSF	KSF	Students	KSF	KSF	Rooms	KSF	KSF	Land use	ITE Code	Trip Generation Rate
FROM: Villages Single-Family Residential	DU	1.000	1.750	0.285	0.500	0.636	1.944	1.346	1.591	0.185	0.101	0.714	2.333	0.304	0.092	0.583	0.556	0.205	Villages Single-Family Residential [1]	N/A	T= 0.35 *(X), *X is # of Dwelling Units*
Villages Multi-Family Residential	DU	0.571	1.000	0.163	0.286	0.364	1.111	0.769	0.909	0.106	0.058	0.408	1.333	0.174	0.052	0.333	0.317	0.117	Villages Multi-Family Residential [1]	N/A	T= 0.20 *(X), *X is # of Dwelling Units*
Community Support District - Single Family	DU	3.514	6.150	1.000	1.757	2.236	6.833	4.731	5.591	0.651	0.355	2.510	8.200	1.070	0.323	2.050	1.952	0.719	Community Support District - Single Family [2]	N/A	T= 1.23 *(X), *X is # of Dwelling Units*
Community Support District - Multi-Family (1-2 stories)	DU	2.000	3.500	0.569	1.000	1.273	3.889	2.692	3.182	0.370	0.202	1.429	4.667	0.609	0.184	1.167	1.111	0.409	Community Support District - Multi-Family (1-2 stories) [2]	N/A	T= 0.70 *(X), *X is # of Dwelling Units*
Community Support District - Multi-Family (3+ stories)	DU	1.571	2.750	0.447	0.786	1.000	3.056	2.115	2.500	0.291	0.159	1.122	3.667	0.478	0.144	0.917	0.873	0.322	Community Support District - Multi-Family (3+ stories) [2]	N/A	T= 0.55 *(X), *X is # of Dwelling Units*
Congregate Care / Independent Living Facility	DU	0.514	0.900	0.146	0.257	0.327	1.000	0.692	0.818	0.095	0.052	0.367	1.200	0.157	0.047	0.300	0.286	0.105	Congregate Care / Independent Living Facility	253	T= 0.18 *(X), *X is # of Dwelling Units*
Assisted Living Facility	Beds	0.743	1.300	0.211	0.371	0.473	1.444	1.000	1.182	0.138	0.075	0.531	1.733	0.226	0.068	0.433	0.413	0.152	Assisted Living Facility	254	T= 0.26 *(X), *X is # of Beds*
Nursing Home / Skilled Nursing Facility	Beds	0.629	1.100	0.179	0.314	0.400	1.222	0.846	1.000	0.116	0.064	0.449	1.467	0.191	0.058	0.367	0.349	0.129	Nursing Home / Skilled Nursing Facility	620	T= 0.22 *(X), *X is # of Beds*
Hospital	Beds	5.400	9.450	1.537	2.700	3.436	10.500	7.269	8.591	1.000	0.546	3.857	12.600	1.643	0.496	3.150	3.000	1.105	Hospital	610	T= 1.89 *(X), *X is # of Beds*
Medical Office	KSF	9.886	17.300	2.813	4.943	6.291	19.222	13.308	15.727	1.831	1.000	7.061	23.067	3.009	0.908	5.767	5.492	2.023	Medical Office	720	T= 3.46 *(X), *X is 1,000 Square Feet*
Research & Development Center	KSF	1.400	2.450	0.398	0.700	0.891	2.722	1.885	2.227	0.259	0.142	1.000	3.267	0.426	0.129	0.817	0.778	0.287	Research & Development Center	760	T= 0.49 *(X), *X is 1,000 Square Feet*
Educational (University / College)	Students	0.429	0.750	0.122	0.214	0.273	0.833	0.577	0.682	0.079	0.043	0.306	1.000	0.130	0.039	0.250	0.238	0.088	Educational (University / College)	550	T= 0.15 *(X), *X is # of Students*
General Office	KSF	3.286	5.750	0.935	1.643	2.091	6.389	4.423	5.227	0.608	0.332	2.347	7.667	1.000	0.302	1.917	1.825	0.673	General Office	710	T= 1.15 *(X), *X is 1,000 Square Feet*
Commercial / Retail	KSF	10.886	19.050	3.098	5.443	6.927	21.167	14.654	17.318	2.016	1.101	7.776	25.400	3.313	1.000	6.350	6.048	2.228	Commercial / Retail	820	T= 3.81 *(X), *X is 1,000 Square Feet*
Hotel	Rooms	1.714	3.000	0.488	0.857	1.091	3.333	2.308	2.727	0.317	0.173	1.224	4.000	0.522	0.157	1.000	0.952	0.351	Hotel	310	T= 0.60 *(X), *X is # of Rooms*
Light Industrial	KSF	1.800	3.150	0.512	0.900	1.145	3.500	2.423	2.864	0.333	0.182	1.286	4.200	0.548	0.165	1.050	1.000	0.368	Light Industrial	110	T= 0.63 *(X), *X is 1,000 Square Feet*
Government Office	KSF	4.886	8.550	1.390	2.443	3.109	9.500	6.577	7.773	0.905	0.494	3.490	11.400	1.487	0.449	2.850	2.714	1.000	Government Office	730	T= 1.71 *(X), *X is 1,000 Square Feet*

[1] Source: Villages O-D Survey

[2] The Villages Community Support District (CSD) Adjusted Rate

EXHIBIT 3

AREA B LOCATION MAP



The Villages

HoldingCompany of The Villages, Inc., All Rights Reserved

CFB CLYMER FARMER BARLEY

Section Boundary | City Limit | Water

Location Map - Area B

1 inch = 4,000 feet
Date: 4/18/2022

N

The Villages of Southern Oaks
Chapter 163

Drawing Path: A:\GIS\01 PROJECTS\300 ENTITLEMENTS\00 VOSO\009 VOSO 9TH AMENDMENT\04 CHAPTER 163\02 MXD\VOSO9_CH163_MapAreaB.mxd

EXHIBIT 4

PERMITTED USES

PERMITTED USES IN VILLAGES OF SOUTHERN OAKS

1. **PURSUANT TO FUTURE LAND USE POLICY 1.1.2:**

    a. RESIDENTIAL – SINGLE FAMILY DETACHED, SINGLE FAMILY ATTACHED AND MULTI-FAMILY
    b. NON-RESIDENTIAL – COMMERCIAL, OFFICE (GENERAL AND MEDICAL), ASSISTED LIVING FACILITY, INDEPENDENT LIVING FACILITY, MEMORY CARE, HOSPICE, CCRC, SKILLED NURSING FACILITY, HOTEL, HOSPITAL, RECREATION, GOLF COURSE, GOVERNMENT, INSTITUTIONAL, CIVIC, WASTEWATER AND WATER TREATMENT PLANTS, WELL SITES AND OTHER SIMILAR USES.

2. **PURSUANT TO FUTURE LAND USE ELEMENT POLICY 1.1.22:**

    a. RESIDENTIAL (AGE RESTRICTED AND NON-AGE RESTRICTED)
    b. COMMERCIAL INCLUDING BUT NOT LIMITED TO RETAIL, OFFICE, HOTEL, CONVENTION/PERFORMING ARTS CENTER AND THEATER, ASSISTED LIVING FACILITY, SKILLED NURSING FACILITY, MEMORY CARE FACILITY
    c. INSTITUTIONAL/EDUCATIONAL/GOVERNMENTAL INCLUDING BUT NOT LIMITED TO COMMUNITY FACILITIES, RECREATION, GOLF COURSE AND MULTI-USE TRAILS
    d. MEDICAL CAMPUS INCLUDING BUT NOT LIMITED TO HOSPITAL, CLINIC, PROFESSIONAL OFFICES, PHARMACY, ASSISTED LIVING FACILITY/SKILLED NURSING FACILITY, HOSPICE AND CCRC FACILITIES

3. **PURSUANT TO FUTURE LAND USE ELEMENT POLICY 1.1.23:**

    a. RESIDENTIAL (AGE RESTRICTED AND NON-AGE RESTRICTED), OFFICE, COMMERCIAL/RETAIL, HOTEL, MEDICAL, RESEARCH AND DEVELOPMENT, LIGHT INDUSTRIAL, INSTITUTIONAL, EDUCATION, RECREATION, URBAN AGRICULTURE, RECREATIONAL VEHICLE DEVELOPMENT AND OTHER SIMILAR USES AS WELL AS SUPPORTING INFRASTRUCTURE (E.G. ROADS, WATER, SEWER, ETC.)
    b. AGRICULTURAL USES PERMITTED IN THE CITY'S AGRICULTURAL LAND USE AND ZONING. PERMITTED USES MAY INCLUDE BUT ARE NOT LIMITED TO SILVACULTURAL, FARMING AND ANIMAL HUSBANDRY.
    c. MINING (SEE SECTION III(A)3) CONTAINED WITHIN THIS AGREEMENT).

4. **TABLE 3-6 OF THE CITY OF WILDWOOD LAND DEVELOPMENT REGULATIONS WHICH LISTS THE PERMITTED USES AND THOSE ALLOWED BY SPECIAL EXCEPTION ONLY (SEE ATTACHED TABLE).**

5. **TOWERS AND WIRELESS COMMUNICATION SERVICES (SEE SECTION III.(A)4. CONTAINED WITHIN THIS AGREEMENT).**

EXHIBIT 5

RESERVED

EXHIBIT 6

KIMLEY-HORN & ASSOCIATES TRAFFIC ANALYSIS

TRAFFIC IMPACT ANALYSIS

Sixth Amendment to The Villages of Southern Oaks

CITY OF WILDWOOD
CHAPTER 163 DEVELOPMENT AGREEMENT ANALYSIS

Prepared for:

The Villages Land Company, LLC

DECEMBER 2019

Prepared by:

Kimley»Horn

TABLE OF CONTENTS

Introduction 1
Land Uses *1*
Cumulative Approved Future Land Use 1
Development Agreement Land Uses 1
Analysis Overview *2*
Existing Conditions 4
Planned and Programmed Improvements *4*
The Villages of Southern Oaks Traffic 6
Proposed Land Uses *6*
Future Total (Build 2040) Land Use 6
Trip Generation *7*
Internal/External Split 8
Trip Distribution and Assignment *8*
Future Conditions 11
Future Background (2040) Traffic *11*
Future Total (2040) Traffic *12*
Conclusion *12*
Appendices ..... Following Page 14
Appendix A: Regionally Significant Road Construction Agreement between Sumter County and The Villages Companies – July 10, 2018
Appendix B: TIA for The Villages of Southern Oaks Sixth Comprehensive Plan Amendment (CPA)
Appendix C: 2005 Origin-Destination Survey
Appendix D: 2008 Origin-Destination Survey
Appendix E: Background Growth Rate Determination

LIST OF FIGURES

Figure 1: Project Location and 2040 Assumed Network 3
Figure 2: 2040 Project Percent Trip Distribution and Study Area 9
Figure 3: 2040 Project PM Peak Hour Volumes 10
Figure 4: 2040 PM Peak Hour Total Volumes 14

LIST OF TABLES

Table 1: Existing Conditions Analysis 5
Table 2: Future Total (2040) Trip Generation Summary 7
Table 3: 2040 Future Conditions Analysis 13

INTRODUCTION

This Traffic Impact Analysis (TIA) is in support of The Villages of Southern Oaks Chapter 163 Development Agreement in the City of Wildwood, Florida. The agreement is to support the Comprehensive Plan Amendment (CPA) for the Sixth Amendment development areas designated as Age-Restricted Development (ARD), which limits the land use to an age-restricted community like The Villages.

The ARD designation will allow for a mix of land uses including residential units, commercial/retail land uses, and office/government land uses. This new development is a continuation of the existing Villages community, which is age-restricted and uniquely characterized by mixed land uses, an abundance of on-site amenities and social/recreational opportunities, and superior travel connectivity for various travel modes throughout the community.

This analysis will forecast traffic impacts for The Villages of Southern Oaks buildout (future total) conditions in Year 2040. **Figure 1** depicts the project location of the Sixth Amendment development areas, along with the previously approved Villages of Southern Oaks areas, and the assumed future (2040) roadway network which includes planned roadways adopted in the Regionally Significant Road Construction Agreement between Sumter County and The Villages Companies. The Regionally Significant Road Construction Agreement dated July 10, 2018, is included in **Appendix A**.

The TIA provided herein is based upon the same procedures established in the approved methodology for the previous Villages of Southern Oaks TIAs. Additionally, the most recent TIA guidelines published by Sumter County and by the City of Wildwood were referenced in developing the TIA, and the methodology used is consistent with previous TIAs conducted for The Villages developments.

Land Uses

Cumulative Approved Future Land Use

A transportation analysis for The Villages of Southern Oaks Sixth Amendment CPA, dated November 7, 2019, was submitted to the City of Wildwood and is included in **Appendix B**. It documents the cumulative allowable land uses for The Villages of Southern Oaks (including the Sixth Amendment development area), as follows:

- 60,449 residential dwelling units
- 1,529,000 square feet of office/governmental use
- 12,278,000 square feet of commercial use

This maximum proposed CPA land use is consistent with the proposed land uses for The Villages of Southern Oaks Chapter 163 Development Agreement areas to be developed by Year 2040.

Development Agreement Land Uses

Due to the size and evolution of development plans for The Villages of Southern Oaks, portions of the development areas have been divided into areas, with each area having a separate Chapter 163 Development Agreement with the City. These development agreement areas are displayed on **Figure 1**. Land uses planned for each of the Villages of Southern Oaks development agreement areas (A, B, and C) are organized as follows:

Area A:

- 25,845 residential dwelling units
- 32,000 square feet of office/governmental use
- 2,504,000 square feet of commercial use

Area B:

- 18,413 residential dwelling units
- 110,000 square feet of office/governmental use
- 2,315,000 square feet of commercial use

Area C:

- 16,191 residential dwelling units
- 80,000 square feet of office/governmental use
- 2,959,000 square feet of commercial use

Cumulatively, the following land uses are being planned for The Villages of Southern Oaks by Year 2040 and were analyzed within this TIA:

- 60,449 residential dwelling units
- 222,000 square feet of office/governmental use
- 7,778,000 square feet of commercial use

Analysis Overview

The purpose of this TIA is to provide an assessment for existing traffic conditions and to project and analyze potential traffic impacts for the Year 2040 buildout.

Aligned with this purpose, weekday PM peak hour traffic conditions were evaluated for conditions in existing, future background (no-build, 2040), and future total (build, 2040) scenarios. The assumptions for each scenario are outlined in the corresponding section.

The Central Florida Regional Planning Model (CFRPMv6), version 6.1, in the Florida Standard Urban Transportation Model Structure (FSUTMS), has been utilized in the analysis. This model is the standard transportation model developed and maintained by the Florida Department of Transportation (FDOT), District Five for Sumter County, Lake County, and adjacent counties in Central Florida. The model contains the most up-to-date network and zonal data outside The Villages of Southern Oaks development area and detailed traffic analysis zone (TAZ) information pertinent to the development areas within the community. Further details of the use of the CFRPM and adjustments made will be discussed later in this analysis.

Residential origin-destination (O-D) surveys for The Villages have been previously conducted. At that time, the methodology and survey forms used were reviewed by local agencies and approved for application in future analyses of The Villages developments. The results of the O-D surveys provided data related to travel characteristics of trips being made by The Villages residents. Residential survey results used in this TIA will be discussed further in appropriate sections of this report. An executive summary of the residential O-D survey analysis results is included in **Appendix C**.

Additionally, a non-residential O-D survey for The Villages was previously conducted. At that time, the methodology was reviewed by FDOT District Five. The results of this survey provided data related to trip characteristics for trips originating from or destined to retail and office uses in The Villages. An executive summary of the non-residential O-D survey analysis results is included in **Appendix D**.

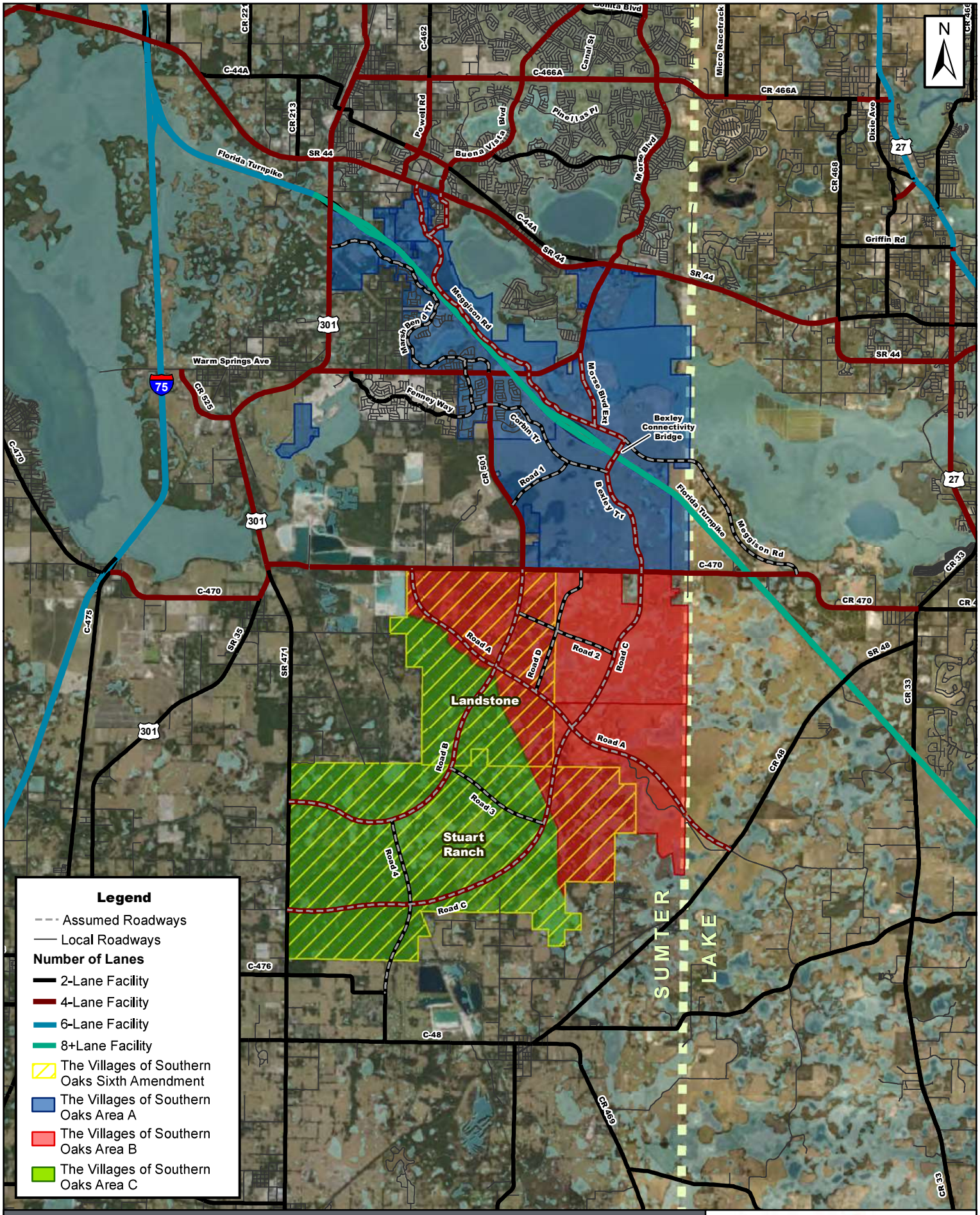


FIGURE 1: PROJECT LOCATION & 2040 ASSUMED NETWORK

Kimley»Horn

© 2019 Kimley-Horn and Associates, Inc.

December 2019

0 5,000 10,000 Ft

Roadways are approximate and not to scale

The Villages

EXISTING CONDITIONS

The Villages of Southern Oaks development areas are adjacent to SR 48, CR 468, SR 44, US 301, CR 501, C-470, and SR 471 in Sumter County. Other nearby facilities include Interstate 75 and Florida Turnpike.

Table 1 presents existing roadway network conditions with assumed capacity improvements, including roadway characteristics and the most recently available traffic counts from the FDOT and Sumter County for study area roadway segments. An analysis of existing roadway segments within The Villages of Southern Oaks study area is provided by comparing existing PM hour directional traffic counts to maximum generalized service volumes associated with adopted level of service (LOS) standards. Roadway segments included in the analysis are all segments studied in previous approved The Villages of Southern Oaks studies. The study area was limited to local government facilities in and around the City of Wildwood within Sumter County.

Planned and Programmed Improvements

Throughout the study area roadway network surrounding The Villages of Southern Oaks development area, operational and capacity improvements are programmed in the cost feasible plan of the Lake-Sumter Metropolitan Planning Organization (MPO) and by local governments.

Sumter County is committed to widen CR 468, from US 301 to SR 44, to four lanes. CR 468 has already been widened from two lanes to four lanes between CR 505 and SR 44. West of there, construction is underway to widen CR 468 from two lanes to four lanes between US 301 and CR 505 (2019 completion). This analysis assumes improvements to CR 468 in the future roadway network.

A preliminary engineering study has been conducted for CR 501 between C-470 and CR 468; the recommended alternative from the study was to widen CR 501 from two lanes to four lanes. CR 501, for approximatively one mile south of CR 468, is currently under construction to widen from two to four lanes. This analysis assumes improvements to CR 501 in the future roadway network.

The Florida Turnpike, which bisects The Villages of Southern Oaks development area, has funding for design for widening projects in Lake and Sumter Counties from four lanes to eight lanes. Consistent with these Turnpike improvements, this analysis assumes improvements to the Turnpike in the future roadway network.

US 301 is the subject of a project development and environment (PD&E) study and is programmed for construction in the Lake-Sumter MPO Long Range Transportation Plan (LRTP). The limits of the US 301 study segment are C-470W in the south and SR 44 in the north. This analysis assumes improvements to US 301 in the future roadway network.

C-470 will undergo a jurisdictional transfer from a County facility to a FDOT facility. In addition, the widening of C-470, from US 301 to US 27, is included in the Lake-Sumter MPO 2040 Cost Feasible Plan and is currently in the PD&E phase. This analysis assumes improvements to C-470 in the future roadway network.

The extension of Meggison Road from SR 44 to C-470 (previously known as the Buena Vista Boulevard extension) is planned as part of The Villages development plans to also support regional traffic. This analysis assumes the extension of Meggison Road concurrent with The Villages of Southern Oaks development. Four lanes are currently being planned for the new roadway from SR 44 to the Bexley Connectivity Bridge, and two lanes from the Bexley Connectivity Bridge to C-470.

In addition to the assumptions above, the City of Wildwood envisions a connected roadway network south of C-470 as shown on **Figure 1**. Consistent with the City's vision, this analysis assumes these new facilities in the assumed future (2040) roadway network.

Table 1: Existing Conditions Analysis

Roadway		Adopted LOS Standard	# Lanes Committed / Assumed	PM PHPD Max. Service Volume	Existing PM PHPD Analysis							
From	To				Count Year	AADT	K Factor	D Factor	Pk Dir	NB/EB	SB/WB	Deficient?
WARM SPRINGS AV / CR 468												
[1, 2] US 301 / SR 35	CR 513	D	4	1,860	2019	10,393	0.09	0.51	W	438	452	No
[1, 2] CR 513	FENNEY WAY	D	4	1,860	2019	9,844	0.09	0.54	W	419	495	No
[1, 2] FENNEY WAY	CR 501	D	4	1,860	2019	9,844	0.09	0.54	W	419	495	No
[1, 2] CR 501	SR 91 / FLORIDA TURNPIKE	D	4	1,860	2019	10,996	0.09	0.51	E	501	473	No
[1, 2] SR 91 / FLORIDA TURNPIKE	MEGGISON RD EXTENSION	D	4	1,860	2019	13,344	0.09	0.53	E	639	573	No
[1, 2] MEGGISON RD EXTENSION	NORTH CARTER ACCESS	D	4	1,860	2019	13,344	0.09	0.53	E	639	573	No
[1, 2] NORTH CARTER ACCESS	SANDALWOOD DR	D	4	1,860	2019	13,344	0.09	0.53	E	639	573	No
[1, 2] SANDALWOOD DR	SR 44	D	4	1,860	2019	13,344	0.09	0.53	E	639	573	No
MORSE BLVD												
[2] C-466A	SR 44	D	4	1,860	2019	16,307	0.10	0.53	S	752	836	No
CR 501												
[1] WARM SPRINGS AV	BIGHAM NORTH ACCESS	D	4	1,467	2019	6,291	0.09	0.57	N	338	254	No
[1] BIGHAM NORTH ACCESS	BIGHAM SOUTH ACCESS	D	4	1,467	2019	6,291	0.09	0.57	N	338	254	No
[1] BIGHAM SOUTH ACCESS	CR 500	D	4	1,467	2019	6,291	0.09	0.57	N	338	254	No
[1] CR 500	C-470E	D	4	1,467	2015	2,581	0.09	0.55	N	128	105	No
CR 470												
[1] US 301 / SR 35	NE 50TH WAY	D	4	2,000	2017	7,740	0.09	0.55	W	313	383	No
[1] NE 50TH WAY	CR 501	D	4	2,000	2019	9,939	0.08	0.56	W	345	443	No
[1] CR 501	LAKE COUNTY LINE	D	4	2,000	2019	10,669	0.09	0.55	W	407	504	No
CR 48												
C-476	CR 567	D	2	666	2019	7,150	0.10	0.54	W	317	370	No
CR 567	CR 569 / NORTH AV	D	2	792	2019	6,051	0.09	0.54	W	253	294	No
CR 569 / NORTH AV	LAKE COUNTY LINE	D	2	792	2017	5,965	0.09	0.55	W	242	295	No
C-476												
C-476A / JASPER ST	SR 471	D	2	675	2017	2,595	0.09	0.55	E	128	105	No
MEGGISON RD EXTENSION												
[1, 2] SR 44	CR 468	D	4	1,860			0.09	0.55	S	-	-	No
[1, 2] CR 468	TURNPIKE OVERPASS	D	4	1,860			0.09	0.55	S	-	-	No
[1, 2] TURNPIKE OVERPASS	C-470	D	2	880			0.09	0.55	N	-	-	No
MORSE BLVD EXTENSION												
[1] WARM SPRINGS AV	MEGGISON RD	D	4	1,860			0.09	0.55	S	-	-	No
MARSH BEND TRL												
[1] US 301	CORBIN TRL	D	2	880			0.09	0.55	N	-	-	No
[1] CORBIN TRL	CR 501	D	2	880			0.09	0.55	N	-	-	No
FENNEY WAY												
[1] WARM SPRINGS AV	CORBIN TRL	D	2	880			0.09	0.55	W	-	-	No
CORBIN TRL							0.09	0.55				
[1] MARSH BEND TRL	WARM SPRINGS AV	D	2	880			0.09	0.55	S	-	-	No
[1] WARM SPRINGS AV	FENNEY WAY	D	2	880			0.09	0.55	S	-	-	No
[1] FENNEY WAY	CR 501	D	2	880			0.09	0.55	N	-	-	No
[1] CR 501	ROAD C	D	2	880			0.09	0.55	S	-	-	No
BEXLEY CONNECTIVITY BRIDGE (TURNPIKE OVERPASS)												
[1] MEGGISON RD	CORBIN TRL	D	4	1,860			0.09	0.55	N	-	-	No
BEXLEY TRL												
[1] BRIDGE	C-470	D	4	1,860			0.09	0.55	N	-	-	No
ROAD A												
[1] C-470	ROAD B	D	4	1,860			0.09	0.55	E	-	-	No
[1] ROAD B	ROAD C	D	4	1,860			0.09	0.55	E	-	-	No
[1] ROAD C	CR 48	D	4	1,860			0.09	0.55	E	-	-	No
ROAD B												
[1] C-470	ROAD A	D	4	1,860			0.09	0.55	S	-	-	No
[1] ROAD A	ROAD 3	D	4	1,860			0.09	0.55	S	-	-	No
[1] ROAD 3	ROAD 4	D	4	1,860			0.09	0.55	S	-	-	No
[1] ROAD 4	SR 471	D	4	1,860			0.09	0.55	S	-	-	No
ROAD C												
[1] C-470	ROAD 2	D	4	1,860			0.09	0.55	S	-	-	No
[1] ROAD 2	ROAD A	D	4	1,860			0.09	0.55	S	-	-	No
[1] ROAD A	ROAD 3	D	4	1,860			0.09	0.55	S	-	-	No
[1] ROAD 3	ROAD 4	D	4	1,860			0.09	0.55	S	-	-	No
[1] ROAD 4	SR 471	D	4	1,860			0.09	0.55	S	-	-	No
ROAD D												
[1] C-470	ROAD A	D	2	880			0.09	0.55	N	-	-	No

Notes: [1] Committed / Assumed / LRTP Improvement

[2] Link capacity based on report FHWA-RD-00-67 for corridors with roundabout control through Villages access corridors.

THE VILLAGES OF SOUTHERN OAKS TRAFFIC

This analysis quantifies the impacts of The Villages of Southern Oaks (including the Sixth Amendment development area) on the assumed future (2040) roadway network. To assess the potential impacts, the analysis includes the estimated number of trips that the proposed development is expected to generate; an estimation of the split between those expected to remain internal to The Villages of Southern Oaks and existing The Villages and those expected to travel to and from areas external to The Villages community; and the expected directional distribution and assignment of project trips to the surrounding roadway network.

Proposed Land Uses

The land use densities currently envisioned by Year 2040 for The Villages of Southern Oaks are listed below.

Future Total (Build 2040) Land Use

The cumulative future total (2040) proposed land uses for The Villages of Southern Oaks (including the Sixth Amendment development area) is shown below:

- 60,449 residential dwelling units
- 222,000 square feet of office/governmental use
- 7,778,000 square feet of commercial use

Trip Generation

For each district of The Villages of Southern Oaks development area, trip generation is based on the measured rate for age-restricted residential dwelling units in The Villages, which was determined in the approved Origin-Destination (O-D) survey conducted in prior developments. Including both home-based and non-home-based trips, The Villages measured PM peak hour residential trip generation rate for vehicular travel is 0.35 trips per dwelling unit. Consistent with previous methodologies, trip generation rates and equations from the latest edition of the Institute of Transportation Engineer's (ITE) *Trip Generation Manual* are used to estimate trip generation for each non-residential use. A 19.5% golf cart trip reduction was applied for non-residential (office/government and commercial) trips per O-D data.

A summary of the future total (2040) estimated trip generation for uses for The Villages of Southern Oaks (including the Sixth Amendment development area) is provided in **Table 2**.

Table 2: Future Total (2040) Trip Generation Summary

	Land Use	ITE LUC	Size	Units	Trip Rate	PM Peak Hour Trip Generation				
						Total	In		Out	
PM Peak Hour	**Area A**									
	Villages Residential[1]	-	**25,845**	DU	0.35	9,046	63%	5,699	37%	3,347
	Office/Government[2]	710	**32**	KSF	1.21	39	16%	6	84%	33
	Commercial[2]	820	**2,504**	KSF	2.35	5,884	48%	2,824	52%	3,060
	VOSO A Trips					**14,969**	**8,529**		**6,440**	
	Area B									
	Villages Residential[1]	-	**18,413**	DU	0.35	6,445	63%	4,060	37%	2,385
	Office/Government[2]	710	**110**	KSF	1.13	124	16%	20	84%	104
	Commercial[2]	820	**2,315**	KSF	2.40	5,556	48%	2,667	52%	2,889
	VOSO B Trips					**12,125**	**6,747**		**5,378**	
	Area C									
	Villages Residential[1]	-	**16,191**	DU	0.35	5,667	63%	3,570	37%	2,097
	Office/Government[2]	710	**80**	KSF	1.15	92	16%	15	84%	77
	Commercial[2]	820	**2,959**	KSF	2.25	6,658	48%	3,196	52%	3,462
	VOSO C Trips					**12,417**	**6,781**		**5,636**	
	TOTAL									
	Villages Residential[1]	-	**60,449**	DU	-	21,158	13,329		7,829	
	Office/Government[2]	710	**222**	KSF	-	255	41		214	
	Commercial[2]	820	**7,778**	KSF	-	18,098	8,687		9,411	
	Total Generated Trips					**39,511**	**22,057**		**17,454**	
	Non-Residential Golf Cart Trip Reduction	19.5%				3,579	1,702		1,877	
	Net New External Trips					**35,932**	**20,355**		**15,577**	

Notes: [1] Vehicle trip rate for Villages Residential based on O-D survey

[2] Vehicle trip rate for non-residential uses based on fitted equation per procedures published in ITE Trip Generation Handbook, 10th Edition

Internal/External Split

Internal capture rates, based on the approved Villages O-D surveys, are utilized in this analysis to quantify the interrelationship between land uses within The Villages community. The measured Villages internal capture rate for residential trips is 74.8 percent for all modes of travel and 63.9 percent for automobiles. The Villages internal capture rate for non-residential trips is 75.4 percent for all modes of transportation and 69.7 percent for automobiles only. The high internalization of trips is consistent with large communities and especially true for The Villages due to the mixed uses and abundance of on-site amenities. Shorter trip lengths are also a characteristic of the retirement population and are reflected in past studies and analyses for The Villages, both because of convenience and because of a connected network for alternative travel modes.

The internal/external split of The Villages project trips was simulated in the CFRPMv6.1 FDOT, District Five modeling run by factoring the O-D trip table to the O-D survey splits prior to the trip assignment process. Specifically, the unadjusted trip tables generated by the model were factored to simulate 65% trip capture within The Villages zones located both north and south of SR 44.

Trip Distribution and Assignment

Trip distribution of uses for The Villages of Southern Oaks (including the Sixth Amendment development area) project trips is based on the adopted CFRPMv6.1 with a more detailed traffic analysis zone (TAZ) structure for The Villages. Consistent with previous CPAs and TIAs conducted for The Villages community, results from the modeled O-D trip table was factored to account for observed trip generation and trip capture behavior from O-D surveys. **Figure 2** displays The Villages of Southern Oaks (including the Sixth Amendment development area) 2040 project percent trip distribution on the study area roadway network based on the CFRPM model run for the corresponding conditions.

Model documentation and electronic files will be provided to review agencies upon request, including a description of O-D trip table factoring for The Villages trips to simulate the anticipated internal/external split of project trips from the previous O-D surveys. **Figure 3** displays The Villages of Southern Oaks (including the Sixth Amendment development area) 2040 project trips expected on the study area roadway segments.

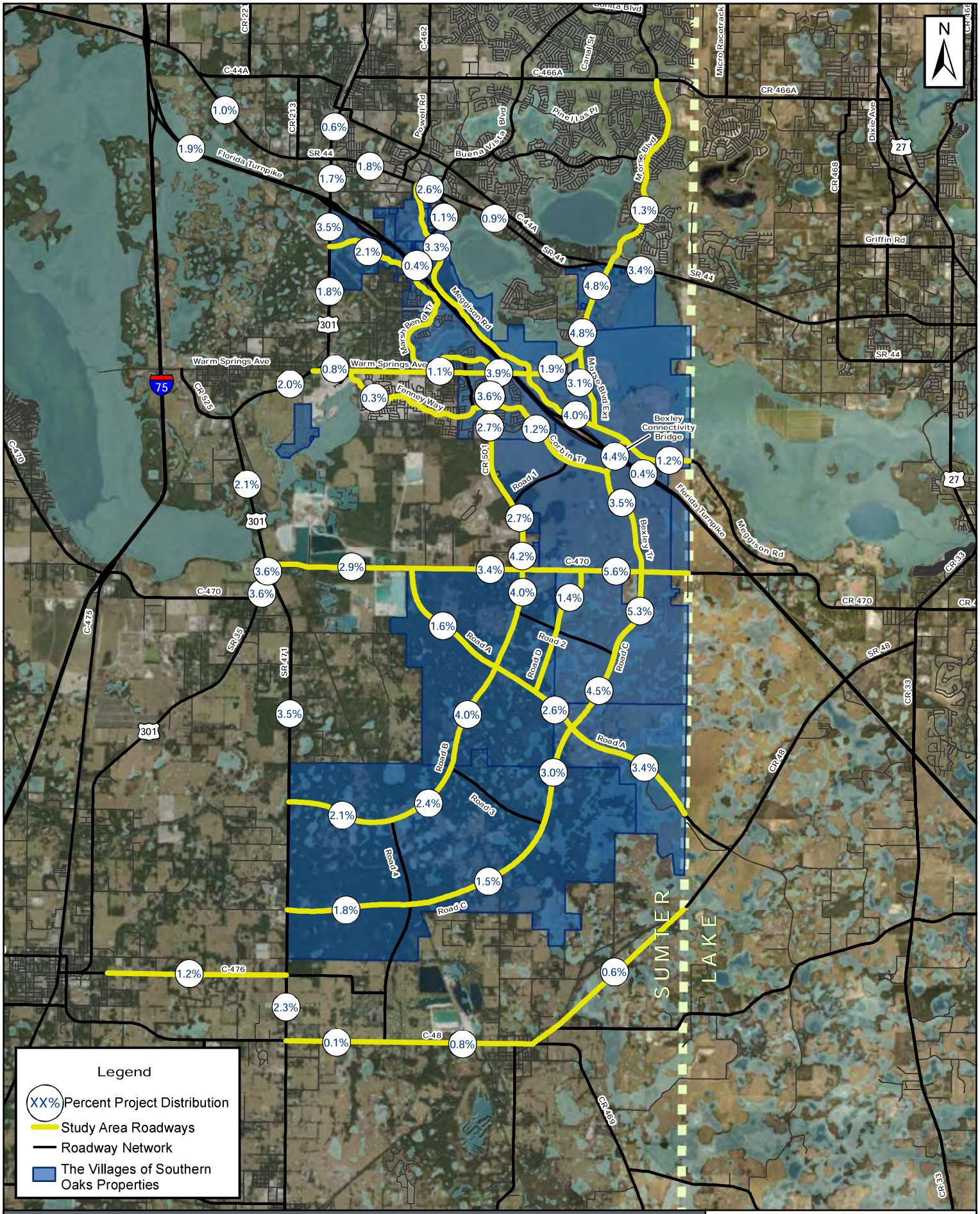


FIGURE 2: 2040 PERCENT TRIP DISTRIBUTION & STUDY AREA

Kimley»Horn

© 2019 Kimley-Horn and Associates, Inc.

December 2019

0 5,000 10,000 Ft

Roadways are approximate and not to scale

The Villages

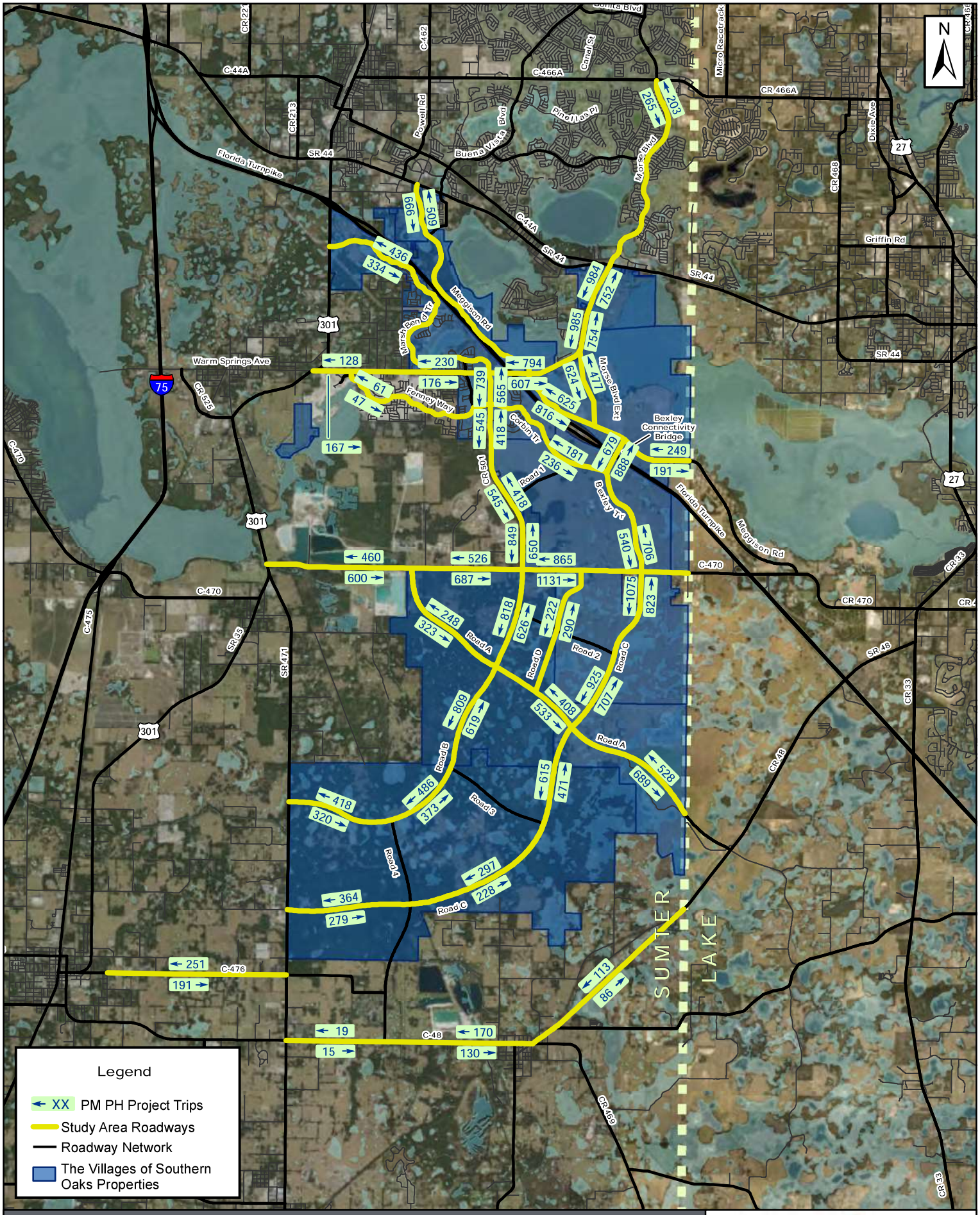


FIGURE 3: 2040 PROJECT PM PEAK HOUR VOLUMES

Kimley»Horn

© 2019 Kimley-Horn and Associates, Inc.

December 2019

0 5,000 10,000 Ft

Roadways are approximate and not to scale

The Villages

FUTURE CONDITIONS

Future traffic volumes include both the project-generated traffic and the projected background traffic on the assumed future (2040) roadway network. Background traffic is expected from area growth not including The Villages of Southern Oaks development. Background traffic also accounts for future shifting of non-project trips to future roadways.

Future Background (2040) Traffic

Three sources were referenced to determine reasonable background traffic growth for future conditions analyses: historical traffic trends, travel demand model traffic growth projections, and projected regional population growth.

Historical AADT volumes from FDOT's most recent Florida Traffic Information (FTI) 2017 website were reviewed for the FDOT study area roadways. Linear regression was applied to AADT volumes from 2013 to 2017 to determine the historical growth rate on each roadway segment. Historical AADT volumes from Lake-Sumter MPO's 2017 Annual Traffic Counts were reviewed for county study area roadways. Linear regression was applied to AADT volumes from 2013 to 2017 to determine the historical growth rate on each roadway segment.

Due to the expansion of Meggison Road from SR 44 to CR 470, some background traffic is expected to shift to the future facility from other parallel facilities. Additionally, new roads envisioned in the City of Wildwood's LRTP are also expected to carry future traffic which shifts from existing facilities. This shifting of traffic is not accounted for in the historical trend projections. Additionally, the historical trends projections may not accurately reflect traffic volumes from the previously-approved communities within The Villages. Therefore, background traffic growth indicated in CFRPMv6 model runs was also reviewed to evaluate the expected growth rate on roadways within The Villages of Southern Oaks study area. Long-term annualized model volume growth rates were determined between the Year 2017 No-Build scenario (no previously-approved Villages Community south of SR 44 or The Villages of Southern Oaks development and no Meggison Road extension) and the background volume in the 2040 Build scenario (with previously-approved Villages Community south of SR 44 and The Villages of Southern Oaks development, with full Meggison Road extension and the cost feasible network).

The University of Florida's Bureau of Economic and Business Research (BEBR) analyzes population growth trends in counties throughout the state, along with other statistical metrics. According to the most recent BEBR population projections, population growth in the area is expected to range between 0.19% and 5.15% annually between 2017 and 2045. In an effort to determine a reasonable background growth rate for the study area, the medium BEBR growth rates for Lake County and Marion County were averaged. The Sumter County growth rates were excluded from consideration of regional background growth because they include The Villages development; applying these growth rates to the background traffic projections would have resulted in redundancy when project trips were added to the network. The averaged BEBR medium projection for Lake County and Sumter County is used to verify reasonableness of growth rates.

Once growth rates from the three methodologies were compared for each of the roadway segments, they were compared to the calculated growth rate from peak hour buildout volumes forecasted in the most recent, previously approved The Villages of Southern Oaks TIA. A reasonable rate was then selected to project background traffic for the future background (2040) analysis. A summary of the background growth rate data for each condition is included in **Appendix E**.

Table 3 shows future background (2040) traffic PM peak hour directional analysis for roadway segments within The Villages of Southern Oaks study area.

Future Total (2040) Traffic

As also shown in **Table 3**, future total (2040) traffic is calculated by adding The Villages of Southern Oaks (including the Sixth Amendment development area) traffic to the projected future background (2040) traffic volumes on each study area roadway segment. **Figure 4** depicts the 2040 PM peak hour total vehicle volumes on the assumed future (2040) roadway network.

Conclusion

The Villages of Southern Oaks future total (2040) traffic analysis shows that the projected traffic associated with the current proposed development program is not expected to adversely impact any study area roadway segments which are not already planned for improvements. New planned facilities in the study area are projected to provide local and regional access for the planned Villages growth while also providing additional capacity and connectivity for background traffic in the area. Partnerships and monitoring of the impacts of development will continue to occur to identify actual roadway needs in the future.

Table 3: 2040 Future Conditions Analysis

Roadway		Adopted LOS Standard	# Lanes Committed / Assumed	PM PHPD Max. Service Volume	Background PM PHPD Analysis				Project PM PHPD Analysis				Total PM PHPD Analysis		
					Annual Growth Rate	Year = 2040		Deficient?	IN = 20,355		OUT = 15,577		NB/EB	SB/WB	Deficient?
From	To					NB/EB	SB/WB		Trip Distrib	Proj Pk Dir	NB/EB	SB/WB			
WARM SPRINGS AV / CR 468															
[1, 2] US 301 / SR 35	CR 513	D	4	1,860	3.87%	794	820	No	0.82%	E	167	128	961	948	No
[1, 2] CR 513	FENNEY WAY	D	4	1,860	1.48%	549	649	No	1.13%	W	176	230	725	879	No
[1, 2] FENNEY WAY	CR 501	D	4	1,860	1.59%	559	660	No	0.68%	W	105	138	664	798	No
[1, 2] CR 501	SR 91 / FLORIDA TURNPIKE	D	4	1,860	1.48%	657	620	No	3.90%	W	607	794	1,264	1,414	No
[1, 2] SR 91 / FLORIDA TURNPIKE	MEGGISON RD EXTENSION	D	4	1,860	1.48%	838	751	No	3.90%	W	607	793	1,445	1,544	No
[1, 2] MEGGISON RD EXTENSION	NORTH CARTER ACCESS	D	4	1,860	1.48%	838	751	No	1.95%	W	304	396	1,142	1,147	No
[1, 2] NORTH CARTER ACCESS	SANDALWOOD DR	D	4	1,860	2.05%	914	819	No	4.84%	W	754	985	1,668	1,804	No
[1, 2] SANDALWOOD DR	SR 44	D	4	1,860	2.17%	930	834	No	4.83%	W	752	984	1,682	1,818	No
MORSE BLVD															
[2] C-466A	SR 44	D	4	1,860	1.48%	986	1,096	No	1.30%	S	203	265	1,189	1,361	No
CR 501															
[1] WARM SPRINGS AV	BIGHAM NORTH ACCESS	D	4	1,467	1.48%	443	333	No	3.63%	S	565	739	1,008	1,072	No
[1] BIGHAM NORTH ACCESS	BIGHAM SOUTH ACCESS	D	4	1,467	1.48%	443	333	No	2.68%	S	418	545	861	878	No
[1] BIGHAM SOUTH ACCESS	CR 500	D	4	1,467	1.48%	443	333	No	2.68%	S	418	545	861	878	No
[1] CR 500	C-470E	D	4	1,467	1.48%	175	143	No	4.17%	S	650	849	825	992	No
CR 470															
[1] US 301 / SR 35	NE 50TH WAY	D	4	2,000	1.48%	420	514	No	2.95%	E	600	460	1,020	974	No
[1] NE 50TH WAY	CR 501	D	4	2,000	1.48%	452	581	No	3.38%	E	687	526	1,139	1,107	No
[1] CR 501	LAKE COUNTY LINE	D	4	2,000	1.48%	533	661	No	5.56%	E	1,131	865	1,664	1,526	No
CR 48															
C-476	CR 567	D	2	666	1.48%	416	485	No	0.09%	W	15	19	431	504	No
CR 567	CR 569 / NORTH AV	D	2	792	1.48%	332	385	No	0.83%	W	130	170	462	555	No
CR 569 / NORTH AV	LAKE COUNTY LINE	D	2	792	1.48%	324	396	No	0.55%	W	86	113	410	509	No
C-476															
C-476A / JASPER ST	SR 471	D	2	675	1.48%	172	141	No	1.23%	W	191	251	363	392	No
MEGGISON RD EXTENSION															
[1, 2] SR 44	CR 468	D	4	1,860	0.00%	175	214	No	3.27%	S	509	666	684	880	No
[1, 2] CR 468	TURNPIKE OVERPASS	D	4	1,860	0.00%	263	321	No	4.01%	S	625	816	888	1,137	No
[1, 2] TURNPIKE OVERPASS	C-470	D	2	880	0.00%	255	209	No	1.22%	N	249	191	504	399	No
MORSE BLVD EXTENSION															
[1] WARM SPRINGS AV	MEGGISON RD	D	4	1,860	0.00%	167	205	No	3.06%	S	477	624	644	829	No
MARSH BEND TRL															
[1] US 301	CORBIN TRL	D	2	880	0.00%	3	3	No	2.14%	N	436	334	439	337	No
[1] CORBIN TRL	CR 501	D	2	880	0.00%	3	3	No	1.89%	S	294	385	297	388	No
FENNEY WAY															
[1] WARM SPRINGS AV	CORBIN TRL	D	2	880	0.00%	0	0	No	0.30%	W	47	61	47	61	No
CORBIN TRL															
[1] MARSH BEND TRL	WARM SPRINGS AV	D	2	880	0.00%	0	0	No	0.21%	S	33	43	33	43	No
[1] WARM SPRINGS AV	FENNEY WAY	D	2	880	0.00%	3	4	No	0.24%	S	38	49	41	53	No
[1] FENNEY WAY	CR 501	D	2	880	0.00%	23	28	No	0.46%	N	94	72	117	101	No
[1] CR 501	ROAD C	D	2	880	0.00%	17	21	No	1.16%	S	181	236	198	257	No
BEXLEY CONNECTIVITY BRIDGE (TURNPIKE OVERPASS)															
[1] MEGGISON RD	CORBIN TRL	D	4	1,860	0.00%	102	125	No	4.36%	N	888	679	990	804	No
BEXLEY TRL															
[1] BRIDGE	C-470	D	4	1,860	0.00%	88	108	No	3.47%	N	706	540	794	647	No
ROAD A															
[1] C-470	ROAD B	D	4	1,860	0.00%	90	73	No	1.59%	E	323	248	413	321	No
[1] ROAD B	ROAD C	D	4	1,860	0.00%	114	93	No	2.62%	E	533	408	647	501	No
[1] ROAD C	CR 48	D	4	1,860	0.00%	214	175	No	3.39%	E	689	528	903	703	No
ROAD B															
[1] C-470	ROAD A	D	4	1,860	0.00%	31	25	No	4.02%	S	626	818	657	843	No
[1] ROAD A	ROAD 3	D	4	1,860	0.00%	7	5	No	3.98%	S	619	809	626	815	No
[1] ROAD 3	ROAD 4	D	4	1,860	0.00%	7	5	No	2.39%	S	373	486	380	492	No
[1] ROAD 4	SR 471	D	4	1,860	0.00%	1	0	No	2.05%	S	320	418	321	418	No
ROAD C															
[1] C-470	ROAD 2	D	4	1,860	0.00%	77	95	No	5.28%	S	823	1,075	900	1,169	No
[1] ROAD 2	ROAD A	D	4	1,860	0.00%	77	95	No	4.54%	S	707	925	784	1,019	No
[1] ROAD A	ROAD 3	D	4	1,860	0.00%	131	160	No	3.02%	S	471	615	602	775	No
[1] ROAD 3	ROAD 4	D	4	1,860	0.00%	131	160	No	1.46%	S	228	297	359	457	No
[1] ROAD 4	SR 471	D	4	1,860	0.00%	117	144	No	1.79%	S	279	364	396	507	No
ROAD D															
[1] C-470	ROAD A	D	2	880	0.00%	0	0	No	1.42%	N	290	222	290	222	No

Notes [1] Committed / Assumed / LRTP Improvement

[2] Link capacity based on report FHWA-RD-00-67 for corridors with roundabout control through Villages access corridors.

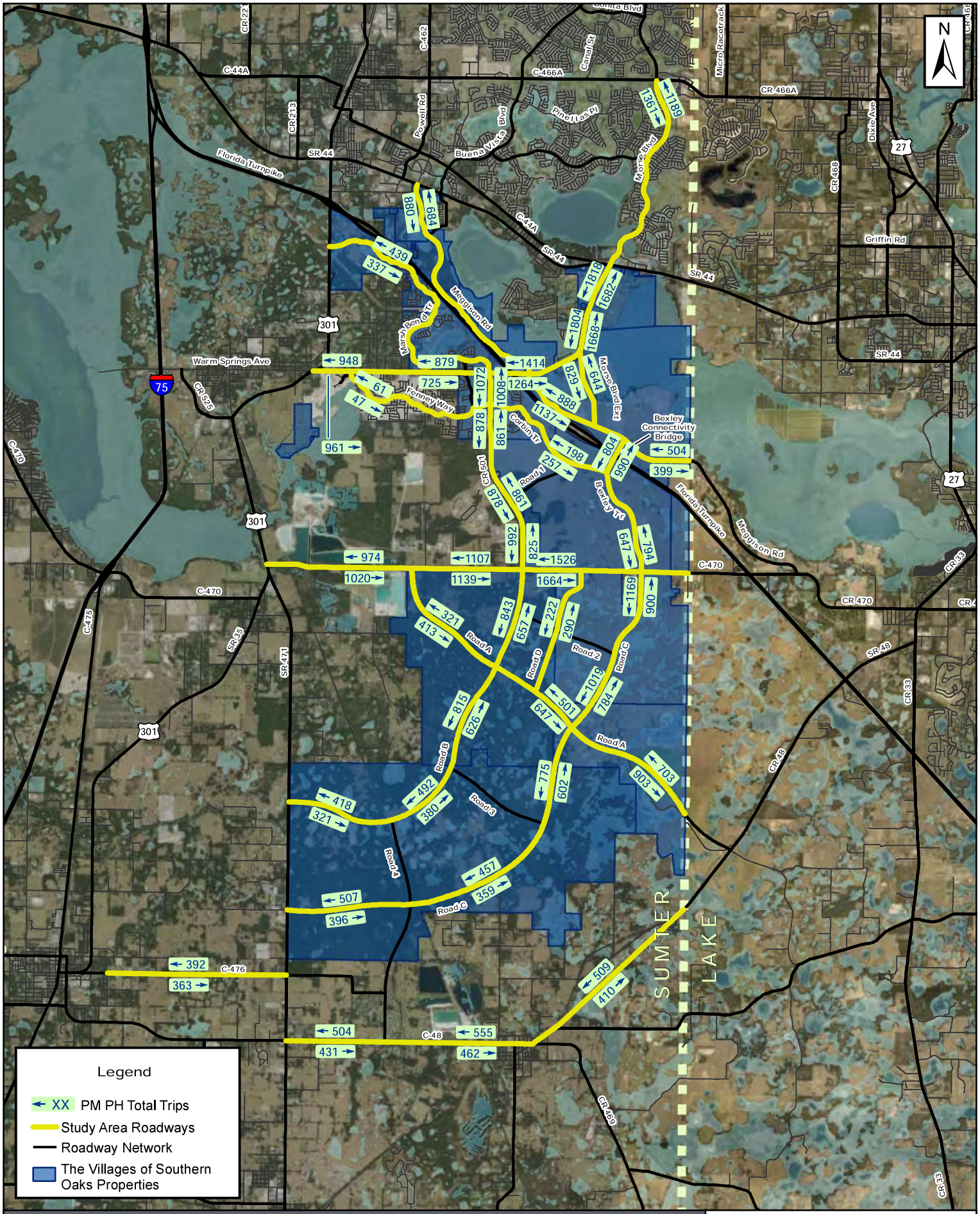


FIGURE 4: 2040 TOTAL PM PEAK HOUR VOLUMES

Kimley»Horn

© 2019 Kimley-Horn and Associates, Inc.

December 2019

0 5,000 10,000 Ft

Roadways are approximate and not to scale

The Villages

APPENDICES

Appendix A:

Regionally Significant Road Construction Agreement between Sumter County and The Villages Companies (July 10, 2018)

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **Regionally Significant Road Construction Agreement between Sumter County and The Villages® Companies**

REQUESTED ACTION: **Staff Recommends Approval of the Resolution and Agreement**

Meeting Type: Regular Meeting **DATE OF MEETING:** **7/10/2018**

CONTRACT: ☐ N/A Vendor/Entity: The Villages Companies
Effective Date: 7/10/2018 Termination Date:
Managing Division / Dept: Choose a division/department.

BUDGET IMPACT: Each Regional Roadway Segment will have a separate budget as the projects move forward

FUNDING SOURCE: **Road Impact Fees / Gas Taxes / Other Revenue**

Type: N/A **EXPENDITURE ACCOUNT:**

HISTORY/FACTS/ISSUES:

The Regionally Significant Road Construction Agreement between Sumter County and The Villages® Companies and the associated resolution commits funding over a 30-year period to sustain the continued development in and around The Villages® development consistent with the resolution encouraging continued development of this community south of SR 44.

The Villages® Companies' Selected Obligations:
a. Develop 4th Town Center in Sumter County
b. Develop The Villages of Southern Oaks as a mixed-use community
c. Establish design standards for The Villages of Southern Oaks
d. Design, permit and build future new regional roadway segments noted in Exhibits A & B

Sumter County's Selected Obligations:
a. Reimburse The Villages® Companies for the construction expenditures of the future new regional roadway segments noted in Exhibits A & B
b. Design, permit and build future county regional roadway segments noted (CR 501 Phase II and CR 525E Phases II and III)
c. Hold harmless The Villages® Companies for the future widening of US 301 from SR 44 to C-470 and the future widening of C-470 from US 301 to the Lake County line

Prepared by: **Bradley Arnold** **Grammarly Check** ☒

APPROVED

RESOLUTION 2018-43

July 10, 2018

SUMTER COUNTY RESOLUTION NO. 2018-93

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA, AUTHORIZING A REGIONALLY SIGNIFICANT ROAD CONSTRUCTION AGREEMENT BY AND BETWEEN THE COUNTY AND THE VILLAGES COMPANIES FOR THE PURPOSE OF CONSTRUCTION OF REGIONALLY SIGNIFICANT ROADS; PROVIDING FOR PAYMENT AND REIMBURSEMENT OF CONSTRUCTION COSTS WITH A COVENANT TO BUDGET AND APPROPRIATE NON-AD VALOREM REVENUES OR ADDITIONAL AVAILABLE REVENUES; AUTHORIZING THE PROPER OFFICERS OF THE COUNTY TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE AGREEMENT; PROVIDING ASSURANCES, PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Sumter County is a political subdivision of the State of Florida and is authorized to construct and maintain roads and highways; and

WHEREAS, Sumter County's constitutional home rule powers, the Florida Transportation Code (Chapters 334-339 and other provisions of the Florida Statutes as established in Section 334.01) and other applicable law including, but not necessarily limited to Chapter 125, Florida Statutes, invest authority over the county road system to Sumter County; and

WHEREAS, the Board of County Commissioners of Sumter County desires to accomplish and implement sound transportation planning and provide a sound transportation system for the benefit of its citizens, and

WHEREAS, the safe, efficient and uninterrupted transportation of people and property from place to place in Sumter County is a matter of great concern to the people of Sumter County and is necessary to ensure the smooth operation of commerce and other activities within Sumter County; and

WHEREAS, Sumter County entered into that certain Regionally Significant Road Construction Agreement with The Villages Companies (the Agreement) for the design, permitting and construction of Future New Regional Roadway Segments, as that term is defined in the Agreement, and the Agreement is attached hereto as Exhibit A;

WHEREAS, The Villages Companies will front the costs for construction of the Future New Regional Roadway Segments provided that it is reimbursed by Sumter County for certain eligible construction costs; and

WHEREAS, the Board of County Commissioners of Sumter County has determined that the actions taken herein are consistent with the goals, policies and objectives of Sumter County, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to its authority under Article VIII of the Constitution of the State of Florida; and Chapter 125, Florida Statutes.

SECTION 2. DEFINITIONS. All terms used in this Resolution in capitalized form and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement unless the context clearly indicates otherwise. All terms used herein in capitalized form and defined in the preamble hereto shall have the meanings ascribed thereto in said preamble.

"Non-Ad Valorem Revenues" shall mean all revenues of the County not derived from ad valorem taxation.

"Available Non-Ad Valorem Revenues" shall mean all Non-Ad Valorem Revenues other than (A) any revenues which are restricted by a contract in existence on the date hereof, and (B) any revenues which are prohibited by law from being used to pay the Reimbursement Invoices, and (C) any revenues which are not otherwise legally available to pay the payments required herein.

"Essential Government Services" means public safety and general governmental services provided by Sumter County, the expenditure for which are currently set forth as the line items entitled "General Government" and "Public Safety" in Sumter County's Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2016, and any equivalent line items in any future financial statements of the County.

SECTION 3. INCORPORATION OF RECITALS; FINDINGS. That each of the above **WHEREAS** clauses are adopted as the findings of the Sumter County Board of County Commissioners, and are hereby incorporated into this Resolution, *in haec verba*. It is also hereby found and determined that the terms of the Agreement in the form presented and incorporated in this Resolution are in the best interest of Sumter County for the construction of the regionally significant roadway segments contemplated by the Agreement.

SECTION 4. APPROVAL AND AUTHORIZATION. The terms and conditions for the construction of the regionally significant roadway segments as described in the Agreement are hereby approved. The Board Chair of the County shall have power to execute the Agreement on behalf of the County.

SECTION 5. COVENANT TO BUDGET AND APPROPRIATE. Sumter County covenants and agrees, to the extent permitted by and in accordance with applicable law, and budgetary processes, to prepare, approve and appropriate in its Annual Budget for each Fiscal Year, by amendment if necessary, from Available Non-Ad Valorem Revenues, amounts sufficient to pay each Reimbursement Invoice submitted by The Villages Companies on or before the associated Invoice Payment Date. Such covenant and agreement on the part of Sumter County to budget and appropriate such amounts of Available Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Available Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all required payments herein shall have been budgeted, appropriated and actually paid. Such Covenant to Budget and

Appropriate is subject in all respects to the payment of obligations secured by a pledge of Available Non-Ad Valorem Revenues heretofore or hereafter entered into (including debt service on bonds and other obligations). However, the Covenant to Budget and Appropriate in its general annual budget or amendments thereto for the purposes and in the manner stated herein shall have the effect of making available for payment of the Reimbursement Invoices, in the manner described herein, Available Non-Ad Valorem Revenues of Sumter County, and of placing on Sumter County a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations herein; subject, however, to the payment of services and programs which are Essential Government Services or which are legally mandated by applicable law.

SECTION 6. PRIORITIZATION; OTHER CONDITIONS OF PAYMENT. For purposes of the Covenant to Budget and Appropriate, to the extent permitted by and in accordance with applicable law, and budgetary processes, Sumter County agrees, in its annual appropriation and budget process, to prioritize use of Available Non-Ad Valorem Revenues generated from Transportation Impact Fees and its apportioned Gas/Fuel Taxes to make payment on Reimbursement Invoices. Sumter County agrees that payments for Reimbursement Invoices shall not be made from revenue derived from a municipal service benefit unit or municipal service taxing unit created solely and specifically for the purposes of generating revenue to pay for the regionally-significant roadways set forth in Exhibits A and B to the Agreement, or for the Reimbursement Invoices contemplated in the Agreement; provided, however, this shall not constitute a limitation or restriction on the County's legitimate use of any lawfully enacted, available means of revenue, including but not limited to ad valorem, non-ad valorem, special assessments, or other revenue source, that may be instituted by Sumter County from time to time.

SECTION 8. NO PLEDGE OF REVENUE. Notwithstanding the foregoing covenant of Sumter County, Sumter County does not covenant to maintain any services or programs, now provided or maintained by Sumter County that generate Available Non-Ad Valorem Revenues. Such covenant also shall not constitute a lien, either legal or equitable, on any of Sumter County's Non-Ad Valorem Revenues or other revenues, nor shall it preclude Sumter County from pledging in the future any of its Non-Ad Valorem Revenues or other revenues to other obligations so long as the granting of such pledge does not have the effect of impairing the obligation of Sumter County under this Resolution and the Agreement by making unavailable sufficient Non-Ad Valorem Revenues required to timely make payments of the Reimbursement Invoices, nor shall it give The Villages Companies a prior claim on the Non-Ad Valorem Revenues.

SECTION 7. CONTINGENT ON ACTUAL APPROVED APPRORPRIATION. Anything herein to the contrary notwithstanding, all obligations of Sumter County hereunder shall be secured only by the Non-Ad Valorem Revenues actually budgeted and appropriated and allocated for Reimbursement Invoices, as provided for herein. Sumter County is prohibited by law from expending moneys not appropriated or in excess of its current budgeted revenues and surpluses. The obligation of Sumter County to budget, appropriate and make payments hereunder from its Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem Revenues after satisfying funding requirements for obligations having an express lien on or pledge of such revenues and after satisfying funding requirements for essential governmental services of Sumter County or which are legally mandated by applicable law.

SECTION 8. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 9. SEVERABILITY. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other Section or part of this Resolution.

SECTION 10. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the Board of County Commissioners of Sumter County, Florida, during a duly noticed public meeting, in Sumter County, Florida, this 10th day of July, 2018.

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA

By: Al Butler
Al Butler, Chairman

Attest:

Caroline AlRestimawi
Caroline AlRestimawi, Deputy Clerk

Approved as to form for the reliance
of Sumter County only:

Jennifer C. Rey
Jennifer C. Rey, Esq., County Attorney

REGIONALLY SIGNIFICANT ROAD CONSTRUCTION AGREEMENT BETWEEN SUMTER COUNTY, FLORIDA AND THE VILLAGES COMPANIES

THIS REGIONALLY SIGNIFICANT ROAD CONSTRUCTION AGREEMENT (the "Agreement") is entered into this 10th day of July, 2018, by and between Sumter County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as the "COUNTY", whose principal address is 7375 Powell Road, Suite 200, Wildwood, Florida 34785, and The Villages Companies, which currently includes both The Villages Land Company, LLC ("VLC") and The Villages Development Company, LLC ("VDC"), hereinafter VLC and VDC are collectively referred to as the "COMPANIES", whose principal business address is: 3619 Kiessel Road, The Villages, FL 32163, and in furtherance of same, the parties to this Agreement hereby state the following:

WITNESSETH:

WHEREAS, COMPANIES acquired 13,637 acres south of State Road 44 that were recently re-designated on the City of Wildwood's Future Land Use Map (FLUM) to develop this property as The Villages of Southern Oaks (hereinafter referred to as the "Property") making COMPANIES the largest private landowner in the area and capable of the coordinated and mixed-use development requiring a regional roadway network; and

WHEREAS, currently the Property is mostly vacant and is designated as Age Restricted Development (ARD) which is an urban mixed-use category that permits uses such as commercial, residential, office, hotel and medical as provided for in the City of Wildwood's Future Land Use Map (FLUM); and

WHEREAS, COMPANIES also plan to develop a new 432-acre industrial park south of the City of Coleman, within the unincorporated area of Sumter County, which will add much needed industrial development along the Interstate 75 corridor and will help generate additional employment and increase economic development within Sumter County; and

WHEREAS, the Villages of Southern Oaks and the new industrial park will together provide significant economic benefit and employment and will hereafter be known as "the Projects"; and

WHEREAS, with COMPANIES owning the majority of the land south of State Road 44, COUNTY, the City of Wildwood and COMPANIES can now coordinate to develop a compact and phased, mixed-use community with a cost-efficient provision of infrastructure; and

WHEREAS, COMPANIES have committed to develop the properties south of State Road 44 consistent with the mixed-use development pattern established in the other Villages' communities; and

WHEREAS, in 2018, COMPANIES had Kimley-Horn complete a transportation analysis of the Projects and identified the long-term need for transportation improvements as identified in Exhibits A and B, attached hereto and incorporated herein; and

WHEREAS, COUNTY desires to have multiple regionally significant roads to be built in advance of the planned future development south of State Road 44 in order to spur and enhance economic development within and outside of the Projects; and

WHEREAS, COUNTY desires to limit the typical design sections of COUNTY maintained regionally-significant roads to a maximum of four-lanes; and

WHEREAS, COMPANIES are uniquely able to quickly, efficiently, and more cost-effectively construct the regionally-significant roadway network utilizing the experience gained in road building north of State Road 44; and

WHEREAS, COMPANIES add amenities, such as greatly enhanced landscaping, bridges, and multi-modal tunnels, all of which reduce roadway impacts, at no cost to COUNTY; and

WHEREAS, COUNTY entered into previous road impact fee credit agreements for the expansion of existing regionally significant roads such as the current C-468 and C-501 agreements between COUNTY and The Villages of Lake Sumter, Inc., and such agreements successfully facilitated the expansion of such regionally significant roadways, which in-turn facilitated the development and expansion of economic development throughout Sumter County; and

WHEREAS, COUNTY has determined that COMPANIES can construct the roadways at a significantly reduced cost, while also providing a significant economic impact in Sumter County through its development of the Projects, and wishes to incentivize well-planned and efficient development both in the City of Wildwood and unincorporated area of Sumter County based on a regional roadway network preceding development; and

WHEREAS, there is a need to enhance, expand, and sustain economic activity in Sumter County by attracting and retaining commercial and industrial development, business enterprise management, and other activities conducive to economic promotion, in order to provide a stronger, more balanced, and stable economy in Sumter County, and Section 125.045, Florida Statutes, declares that use and expenditure of public funds for economic development activities, including development or improvement of local infrastructure constitutes a public purpose; and

WHEREAS, COMPANIES propose to make additional capital investments within Sumter County, all in accordance with the appropriate jurisdiction's Land Development Code and Comprehensive Plan; and

WHEREAS, COUNTY finds and declares that it is in the public's best interest and serves a legitimate public purpose to facilitate the efficient, timely, and cost-effective construction and expansion of additional regionally-significant roadways that will enable the development and success of an industrial park, and additional mixed-use development pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of ten dollars ($10.00), the mutual covenants, promises and representations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the following terms and conditions:

1. Recitals. The **WHEREAS** clauses set forth above are hereby incorporated into and made part of this Agreement as if fully set forth herein.
2. COMPANIES Representations. COMPANIES are duly organized and validly existing under the laws of the State of Florida and are authorized to do business, and are doing business in the State of Florida. COMPANIES have the corporate power, authority, and legal right to execute, deliver, and perform this Agreement. The execution, delivery, and performance of this Agreement by the COMPANIES has been duly authorized by any and all necessary corporate and shareholder action. The COMPANIES will continue their business operations at their principal business address within Sumter County for the duration of this Agreement. Additionally, COMPANIES may be expanded to include valid affiliated business entities which may also own and develop within The Villages of Southern Oaks and the industrial

park. Such business entities, their property owned, and their legal status shall be submitted to COUNTY as an addendum to this Agreement for approval by COUNTY.

3. COMPANIES's Obligations:

   a. Develop the 4th Town Center or comparable lifestyle mixed-use retail center solely within Sumter County with aggregate regionally-serving commercial square footages similar in size to the existing Town Centers located in Sumter County (Lake Sumter Landing or Brownwood, respectively).

   b. Develop The Villages of Southern Oaks as a mixed-use community which may include residential, office, commercial/retail, hotel, medical, light industrial, institutional, recreation and other similar uses as determined by and pursuant to the land development codes, approvals, and other such requirements of the City of Wildwood.

   c. Establish design standards for The Villages of Southern Oaks which shall include, but not be limited to, architectural design standards, building setbacks, landscaping and buffering and roadway design to enhance pedestrian use and ensure their safety.

   d. Design, permit, build and otherwise complete the construction of the regionally-significant roads designated as Future New Regional Roadway Segments in Exhibits A and B, attached hereto and incorporated herein ("Future New Regional Roadway Segment").

      i. COMPANIES, in their sole discretion and based upon their internal development phasing, will notify COUNTY in writing prior to commencing construction on any of the Future New Regional Roadway Segments. The

notification is to assist COUNTY in incorporating these road improvements into COUNTY'S budget.

ii. COMPANIES shall submit a proposed budget and construction timeline for commencement and completion of the proposed Future New Regional Roadway Segment, which shall be subject to review and acceptance of the County Administrator. If the County Administrator rejects the proposed budget, COMPANIES shall be relieved of any obligation to construct the proposed Future New Regional Roadway Segment and COMPANIES shall assign its design and permits to COUNTY for COUNTY to assume the obligation to construct the proposed Future New Regional Roadway Segment within the original timeline submitted by COMPANIES plus three months, which will allow COUNTY to complete its standard bid process prior to initiating construction.

iii. COMPANIES shall design the Future New Regional Roadway Segment to meet or exceed the applicable engineering design standard as contained in the Sumter County Engineering Design Standards, Florida "Greenbook", or FDOT Roadway Design Standards. The Sumter County Engineering Design Standards, the Florida "Greenbook" and the FDOT Roadway Design Standards, as amended, are incorporated herein and are considered a material provision of this Agreement.

iv. COMPANIES shall provide the design, permitting and construction of non-standard COUNTY infrastructure, including, but not limited to, multi-modal tunnels, bridges, enhanced landscaping and shared ponds, when

COMPANIES determine they are necessary, subject to COMPANIES' sole discretion, and at the COMPANIES' sole expense. The construction of such non-standard infrastructure is subject to any required local, state or federal approvals and permitting.

v. COMPANIES acknowledge that they are constructing the Future New Regional Roadway Segments on behalf of COUNTY and that COMPANIES are giving COUNTY five (5) years from receipt of invoices to reimburse COMPANIES for constructing the Future New Regional Roadway Segments, in accordance with Paragraph 7 below. Furthermore, COMPANIES acknowledge that all required rights-of-way and drainage easements shall be donated to COUNTY and shall not be subject to reimbursement. To the extent it is necessary to amend the existing November 14, 2017 Perpetual Drainage Management Agreement to incorporate the drainage improvements for the Future New Regional Roadway Segments, the Perpetual Drainage Management Agreement shall be amended at such time as is proper and necessary, and at the COMPANIES' sole expense.

e. COMPANIES acknowledge that all required rights-of-way and drainage easements for Future County Roadway Segments, as identified in Exhibits A and B, shall be donated to COUNTY and shall not be subject to reimbursement. To the extent it is necessary to amend the existing November 14, 2017 Perpetual Drainage Management Agreement to incorporate the drainage improvements for the Future County Regional Roadway Segments, the Perpetual Drainage Management Agreement shall be

amended at such time as is proper and necessary, and at the COMPANIES' sole expense.

4. Committed Improvements. All Future New Regional Roadway Segments and Future County Roadway Segments as identified in Exhibits A and B, shall constitute the COMPANIES' satisfaction of any and all obligations for traffic concurrency and/or for any traffic analysis required for future development of the Projects.

5. COUNTY's Obligations:

   a. Accept on COUNTY'S behalf donations of necessary rights-of-way, drainage easements and ponds.

   b. Review, at no cost to COMPANIES, all construction documents for Future New Regional Roadway Segments as set forth in Paragraph 3(d)(iii).

   c. Review and, consider for approval, proposed budgets for construction of Future New Regional Roadway Segments in accordance with Paragraph 3(d)(ii).

   d. Provide construction inspection services, at no cost to COMPANIES, during the construction of the Future New Regional Roadway Segments to comply with the approved construction documents.

   e. Provide reimbursement to COMPANIES as set forth in Paragraph 7.

   f. Design, permit, build, and otherwise complete the construction or expansion of Future County Regional Roadway Segments as provided for in Exhibits A and B ("Future County Regional Roadway Segments"). To the extent that COMPANIES determine that the improvements to the Future County Regional Roadway Segments should be undertaken prior to the schedule established by COUNTY or, if the Future County Regional Roadway Segments are not included in COUNTY'S Capital Improvements

Plan, or if the Future County Regional Roadway Segments are otherwise not provided for in COUNTY'S budget, COMPANIES may provide written notice to COUNTY that COMPANIES will undertake to design, permit, build and otherwise complete the Future County Regional Roadway Segment improvement that COMPANIES provided notice for; except that COMPANIES may not proceed if the Future County Regional Roadway Segments are programmed for use of state or federal funding. If COMPANIES elect to proceed with construction of a Future County Regional Roadway Segment, COUNTY shall reimburse COMPANIES as provided for in Paragraph 7.

6. Anticipated Construction of Future State Regional Roadway Segments. COUNTY will hold harmless COMPANIES for any and all financial demands from the Florida Department of Transportation ("FDOT") for the future widening of US 301 from SR 44 to C-470 and the future widening of C-470 from the Lake County line to US 301.

7. Reimbursement for Road Construction. The following process shall be used for reimbursement for certain costs of constructing the regionally-significant roads contemplated herein:

   a. COMPANIES are eligible to seek reimbursement only for construction costs incurred by COMPANIES for Future New Regional Roadway Segments. COMPANIES are eligible to seek reimbursement for design, permitting, and construction of all Future County Roadway Segments undertaken by COMPANIES pursuant to Paragraph 5(f) including all costs associated with developing the construction documents.

   b. COMPANIES will submit their invoices to COUNTY for the eligible costs as required by COUNTY (each a "Reimbursement Invoice" and collectively, the

"Reimbursement Invoices"). The COUNTY shall pay each Reimbursement Invoice within five (5) years of COUNTY'S receipt of a Reimbursement Invoice (the "Invoice Payment Date").

c. At no point in time may COMPANIES seek, nor shall COUNTY reimburse, COMPANIES for the rights-of-way, the drainage easements, or the sizing of ponds to include COMPANIES' drainage, or any of the non-standard improvements set out in Paragraphs 3(d)(iv).

8. Term. This Agreement shall become effective upon execution by COUNTY and COMPANIES and shall remain in effect for thirty (30) years. However, to the extent that any payments remain due and outstanding at the expiration of the term to COMPANIES from COUNTY, COUNTY acknowledges that COMPANIES may seek payment of those monies through any legal or equitable actions.

9. Default:

a. For purposes of this Agreement, "event of default" shall mean any of the following:

i. Any representation or warranty made by COMPANIES herein or in any statement, invoice or certificate furnished to COUNTY in connection with the performance of this Agreement that proves to be untrue in a material respect as of the date of issuance or making thereof to COUNTY by the COMPANIES.

ii. COMPANIES materially breach any covenant contained in this Agreement and such breach continues or is not corrected or cured within thirty (30) days after written notice thereof to the COMPANIES by COUNTY; provided however, that COUNTY may declare a lesser cure period in the event that it

finds, in its sole and absolute discretion, that such lesser period is necessary to protect the public health, safety, or welfare.

iii. COMPANIES fail to provide COUNTY the written verification, satisfactory to COUNTY, of its performance obligations herein.

iv. COMPANIES fail to expend or use funds in accordance with this Agreement, if applicable.

v. COMPANIES fail to develop the next Town Center or comparable lifestyle mixed-use retail centers solely within Sumter County with aggregate regionally-serving commercial square footages similar in size to the existing Town Centers located in Sumter County (Lake Sumter Landing or Brownwood, respectively) after execution of this Agreement and throughout the term of the Agreement.

10. Budget, Appropriation, and Funding for Reimbursement. The terms and conditions of this Agreement, including the following Covenant to Budget and Appropriate, placed upon COUNTY are applicable only to the extent they are both within and consistent with the constitutional and statutory limitations on the authority of COUNTY. It is acknowledged by the parties that payment of Reimbursement Invoices as set forth herein are contingent upon annual appropriations by COUNTY in its approved fiscal year budget. The Reimbursement Invoices described herein will be distributed or paid as noted in this Agreement by COUNTY to COMPANIES.

a. *Approved Project Budget Required.* It is acknowledged and agreed by the parties that COUNTY'S obligation to pay the Reimbursement Invoices as described herein, shall be limited and conditioned upon the approval of a proposed Future New Regional

Roadway Segment budget prior to the commencement of construction in accordance with Paragraph 3(d)(ii).

b. *Covenant to Budget and Appropriate Annually.* Upon approval as required in Paragraph 10.a., COUNTY covenants that it will appropriate in its annual budget, by amendment if necessary, from Available Non-Ad Valorem Revenues, amounts sufficient to pay each Reimbursement Invoice submitted by COMPANIES on or before the associated Invoice Payment Date. The phrase "Non-Ad Valorem Revenues" shall mean all revenues of COUNTY not derived from ad valorem taxation. The phrase "Available Non-Ad Valorem Revenues" shall mean all Non-Ad Valorem Revenues other than (A) any Non-Ad Valorem Revenues which are restricted by a contract in existence on the date hereof, as identified in Exhibit C hereto, and (B) any revenues which are prohibited by law from being used to pay the Reimbursement Invoices, and (C) any revenues which are prohibited by law or otherwise not legally available to pay the Reimbursement Invoices.

c. Such covenant and agreement on the part of COUNTY to budget and appropriate such amounts of Available Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Available Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all required payments herein shall have been budgeted, appropriated and actually paid.

d. *No Pledge of Revenue.* Notwithstanding the foregoing covenant of COUNTY, COUNTY does not covenant to maintain any services or programs, now provided or maintained by COUNTY which generate Available Non-Ad Valorem Revenues. Such Covenant to Budget and Appropriate does not create any lien or pledge of

Available Non-Ad Valorem Revenues, nor does it preclude COUNTY from pledging in the future Available Non-Ad Valorem Revenues, nor does it require the COUNTY to levy and collect any particular Available Non-Ad Valorem Revenues. Specifically, the parties acknowledge that COUNTY is without authority to grant or pledge a security interest in any of COUNTY'S Non-Ad Valorem Revenues or property.

e. *Subject to Existing Payment Obligations*. Such Covenant to Budget and Appropriate is subject in all respects to the payment of obligations secured by a pledge of Available Non-Ad Valorem Revenues heretofore or hereafter entered into (including debt service on bonds and other obligations). However, the Covenant to Budget and Appropriate in its general annual budget or amendments thereto for the purposes and in the manner stated herein shall have the effect of making available for payment of the Reimbursement Invoices, in the manner described herein, Available Non-Ad Valorem Revenues of COUNTY, and of placing on COUNTY a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations herein; subject, however, to the payment of services and programs which are Essential Government Services or which are legally mandated by applicable law. For purposes of this Section 10, the phrase "Essential Government Services" means public safety and general governmental services provided by COUNTY, the expenditure for which are currently set forth as the line items entitled "General Government" and "Public Safety" in the COUNTY'S Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2017, and any equivalent line items in any future financial statements of COUNTY.

f. *Prioritization; Other Conditions of Payment.* For purposes of the Covenant to Budget and Appropriate, to the extent permissible by law, and subject to all other conditions and limitations of this Section 10, COUNTY agrees, in its annual appropriation and budget process, to prioritize use of Available Non-Ad Valorem Revenues generated from Transportation Impact Fees and its apportioned Gas/Fuel Taxes before using these funds for any other purposes to make payment on Reimbursement Invoices. Such priority of Transportation Impact Fees and apportioned Gas/Fuel Taxes is not intended to limit or restrict the Non-Ad Valorem Revenues available to COUNTY to satisfy its obligation in Section 10 hereof, but instead is intended to prioritize the use of Transportation Impact Fees and apportioned Gas/Fuel Taxes to pay Reimbursement Invoices before such Non-Ad Valorem Revenues are used for other obligations of COUNTY. COUNTY agrees that payments for Reimbursement Invoices shall not be made from revenue derived from a municipal service benefit unit or municipal service taxing unit created solely and specifically for the purposes of generating revenue to pay for the regionally-significant roadway segments set forth in Exhibits A and B, or for the Reimbursement Invoices contemplated herein; provided, however, that nothing contained in this Section 10 shall constitute a limitation or restriction on COUNTY'S legitimate use of any lawfully enacted, available means of revenue, including but not limited to ad valorem, non-ad valorem, special assessments, or other revenue source, that may be instituted by COUNTY from time to time.

11. Notice. Whenever either party desires to give notice unto the other, written notice shall be sent via hand delivery, first class mail or overnight courier to:

COUNTY	**COMPANIES**
County Administrator	Assistant Director of Development
Sumter County	The Villages Land Company, LLC
7375 Powell Road	3619 Kiessel Road
Wildwood, Florida 34785	The Villages, Florida 32163
Copy to:	
Jennifer Rey, Esq.	Brian Hudson, Esq.
The Hogan Law Firm, LLC	3619 Kiessel Road
20 S. Broad Street	The Villages, Florida 32163
Brooksville, Florida 34601	

Such addresses may be changed by notice pursuant to this paragraph, but notice of change of addresses is effective only upon receipt.

12. Conflict of Interest. COMPANIES agree that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY, or which would violate or cause others to violate the provisions of Part III, Chapter 12, Florida Statutes, relating to ethics in government. COMPANIES hereby certify that no officer, agent, or employee of COUNTY has any material interest as defined in Section 112.312, Florida Statutes, either directly or indirectly, in the business of COMPANIES, and that no such person shall have any such interest at any time during the term of this Agreement.

13. No Lobbying with Funds. COMPANIES hereby agrees that monies received from COUNTY pursuant to this Agreement shall not be used for the purpose of lobbying the legislature, the judicial branch, or any state or federal agency as defined in Section 216.347, Florida Statutes.

14. Independent Entity. In performing this Agreement, any planning, developing, construction, equipping, operating of any project, or carrying out any of the activities to be carried out by the COMPANIES, COMPANIES acknowledge that it will be acting independently, in the capacity of an independent entity and not as a joint venture, partner, associate, employee, agent or representative of COUNTY.

15. Public Records.

    a. All documents generated by COMPANIES on behalf of COUNTY become the property of COUNTY. COUNTY may require submission of any electronic file version of reports, data, or other submission of documentation produced for or as a result of performance under this Agreement. COMPANIES agree to comply with public records and open meeting requirements as applicable, and as may be required by Florida Public Rccords Law and Florida Sunshine Law.

    b. COMPANIES are required to: (i) keep and maintain public records required by COUNTY; (ii) upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a reasonable or as otherwise provided by law; (iii) ensure that public records that are exempt or, confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if COMPANIES do not transfer the records to COUNTY; (iv) upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of COMPANIES or keep and maintain public records required by COUNTY.

c. If COMPANIES transfer all public records to COUNTY upon completion of this Agreement, COMPANIES shall destroy any duplicate public records that are exempt or, confidential and exempt, from public records disclosure requirements. If the COMPANIES keep and maintain public records upon completion of this Agreement, COMPANIES shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

d. COMPANIES and COUNTY shall comply with the provisions of Section 119.0701, Florida Statutes, in responding to requests for public records.

e. **IF THE COMPANIES HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANIES' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Administrative.Services@sumtercountyfl.gov.**

16. No Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors, including any successor-in-interest to the COMPANIES' interest, and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder, or as a result of this Agreement, or any right to enforce any provisions of this Agreement.

17. Indemnification, Insurance and Sovereign Immunity. COMPANIES shall be solely and entirely responsible for its tortious acts and the tortious acts of its agents, employees, or servants during the performance of this Agreement. COMPANIES shall indemnify, defend, and save harmless COUNTY, its agents, employees, and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees, that may be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of COMPANIES, its agents, or employees during performance under this Agreement. COMPANIES shall acquire and maintain insurance coverage acceptable to COUNTY. COMPANIES shall provide COUNTY with a certificate of coverage identifying COUNTY as both a Named Insured and a Certificate Holder. The foregoing is not intended, and shall not be construed, as a waiver by COUNTY of the benefits of Section 768.28, Florida Statutes.

18. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, warlike operation, insurrection, rebellion, revolution, military or usurped power, sabotage or other civil unrest; (d) strikes, embargoes, blockades, labor stoppages, lockouts or slowdowns or other industrial disturbances or inability to obtain

necessary materials or services (e) governmental delay regarding permits or approvals; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; or (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing the delay or impossibility shall abate.

19. Entire Agreement; Modification. This Agreement contains the entire agreement of the parties and may not be changed except by written agreement duly executed by the parties hereto. This Agreement supersedes any prior understandings and agreements between the parties, and there are no representations, warranties or oral agreements other than those expressly set forth herein.

20. Assignment. This Agreement shall not be assigned nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without the prior written approval of COUNTY. No such approval by COUNTY of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of COUNTY. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that COUNTY shall deem necessary.

21. Corporate Status; Change of Ownership. If COMPANIES are a non-governmental, corporate entity:

    a. *Corporate Status.* COMPANIES shall ensure that the corporate status shall continuously be in good standing and, at all times throughout the Term and any renewal or extension hereof, active and current with the state of its incorporation and

the State of Florida. Failure of the COMPANIES to keep its corporate status active and current shall constitute a material breach under the terms of this Agreement.

b. *Change of Ownership*. COMPANIES shall notify COUNTY immediately upon any change in corporate ownership or any substitution of the key professional assigned (the "Key Person") to perform under this Agreement ("Change of Ownership"). COUNTY shall have the option of cancelling this Agreement if a Change of Ownership is not suitable to it, provided however, no cancellation shall relieve the COMPANIES of its obligations to perform the work described herein or for liability for breach of same. A Change of Ownership means the occurrence of any one or more of the following: a sale, lease, or other disposition of 50% or more of the interest or assets of the COMPANIES or corporation; a merger, reverse merger or consolidation with another entity; a transaction wherein a third-party becomes the beneficial owner having fifty (50%) percent or more interest in the corporation or COMPANIES; or fifty (50%) percent or more of the total number of votes that may be cast for any act of the entity.

22. Dispute Resolution. All disputes arising out of or in connection with this Agreement shall be attempted to be settled through good-faith negotiation between the parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to

the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Failing resolution through mediation, either party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity as defined herein below.

23. Jointly Drafted. The parties agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with an attorney. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft this Agreement, the parties agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other. and shall be deemed to have been prepared jointly by the COMPANIES and COUNTY, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against either party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements.

24. Parties Acknowledgement; Parties Bound. COMPANIES and COUNTY acknowledge that they have read this Agreement, and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the parties have caused this Agreement to be executed on their respective behalf by the authorized officer whose signature appears below under their respective name, to be effective as of the date first written above. This Agreement shall be binding upon and inure to the benefit of the parties hereto.

25. Waiver. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

26. Time is of the Essence. Time shall be of the essence of this Agreement.

27. Survivability. Any provision of this Agreement that obligates any of the parties to perform an obligation either before the commencement of the Term or after the expiration of the Term, or any renewal or extension thereof, shall be binding and enforceable notwithstanding that performance is not within the Term, and the same shall survive.

28. Severability. Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

29. Counterparts. This Agreement may be executed in a number of identical counterparts and a facsimile or electronic/digital copy shall be treated as an original. If so executed, each such counterpart is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

30. Law of the Agreement; Jurisdiction and Venue. The parties agree that the laws of the State of Florida (and the ordinances and regulations of Sumter County, Florida) shall govern any dispute arising out of or related to this Agreement. Venue for any dispute, claim or action arising out of, or related to, this Agreement shall be in the Circuit Court of the Fifth Judicial Circuit in and for Sumter County, Florida. The parties to this Agreement agree that venue

shall lie only in the state courts located in Sumter County, Florida. Removal of this case to federal court is prohibited. Litigation in federal court is precluded by agreement of the parties hereto. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world; such party waives any argument that said party is not subject to the jurisdiction of the state courts located in Sumter County, Florida and the laws of the State of Florida.

31. Attorney's Fees; and Costs of Enforcement. Each party hereto shall bear its own attorneys' fees and costs incurred in resolving any dispute, claim, action or appeal arising out of, or related to, this Agreement.

32. Section and Paragraph Headings. Captions or paragraph headings herein contained are for organizational convenience only, and shall not be construed as material provisions of this agreement or to limit any provisions hereunder.

33. Cooperation; Supplementary Actions. All parties agree to cooperate fully to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate, to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.

34. Miscellaneous. Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA

By: _____
Al Butler, Chairman

ATTEST:

_____
Caroline AlRestimawi, Deputy Clerk

WITNESSES:

_____
Print Name: Doris A. Pardo

_____
Print Name: Christi G. Jacquay

THE VILLAGES LAND COMPANY, LLC, a Florida limited liability company

BY: TVL Company, LLC,
a Florida limited liability company,
its Manager

By: _____
Print Name: Kelsea Morse Manly
Title: MANAGER

_____
Print Name: Doris A. Pardo

_____
Print Name: Christi G. Jacquay

THE VILLAGES DEVELOPMENT COMPANY, LLC,
a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

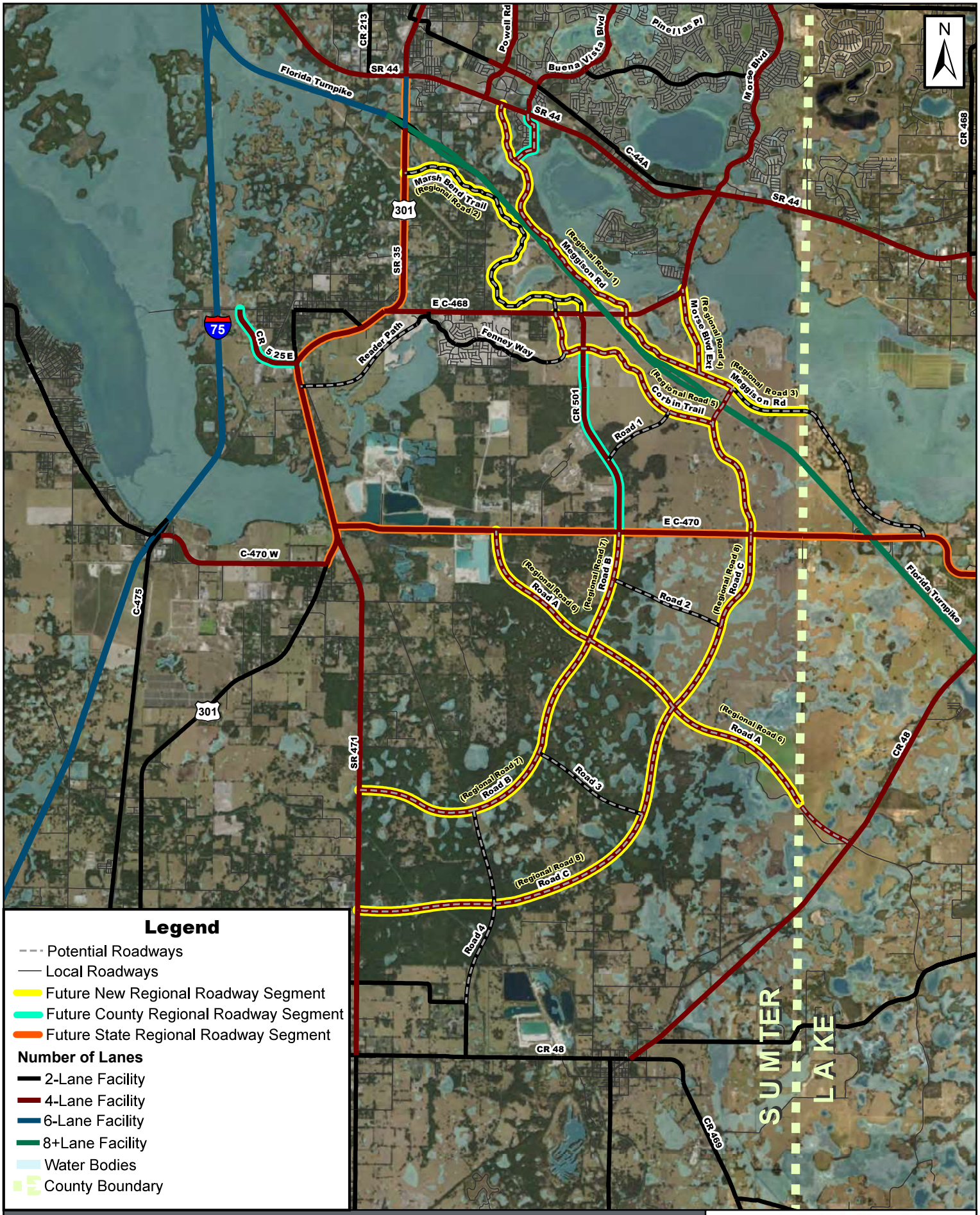
By: _____
Name: HARPER BOONE
Title: MANAGER

EXHIBITS

A. REGIONAL ROADWAY IMPROVEMENTS MAP

B. REGIONAL ROADWAY IMPROVEMENTS TABLE

C. EXISTING OBLIGATIONS



SUMTER COUNTY & WILDWOOD ROADWAY NEEDS - FUTURE POTENTIAL NETWORK

Kimley»Horn

© 2018 Kimley-Horn and Associates, Inc.

July 3, 2018

0 4,500 9,000 Ft

Roadways are approximate and not to scale

EXHIBIT A

The Villages

Exhibit B

Future New Regional Roadway Segments		
ROAD	**SEGMENT**	**IMPROVEMENT**
MEGISSON	SR 44 SOUTH TO C-468 (WARM SPRINGS AVENUE)	CONSTRUCT 4 LANES
MARSH BEND TRAIL	US 301 SOUTH TO C-468 (WARM SPRINGS AVENUE)	CONSTRUCT 2 LANES
MEGISSON	C-468 (WARM SPRINGS AVENUE) SOUTH TO THE LAKE COUNTY LINE	CONSTRUCT 4 LANES
MORSE BOULEVARD EXTENSION	C-468 SOUTH TO MEGISSON ROAD	CONSTRUCT 4 LANES
CORBIN TRAIL	C-468 (WARM SPRINGS AVENUE) SOUTH PARALLELING C-501 TO C-470	CONSTRUCT 4 LANES
UNNAMED ROAD A	C-470 SOUTH TO THE LAKE COUNTY LINE (TO CONNECT TO C-48)	CONSTRUCT 4 LANES
UNNAMED ROAD B	C-470 SOUTH TO SR 471	CONSTRUCT 4 LANES
UNNAMED ROAD C	C-470 SOUTH AND PARALLELING UNNAMED ROAD B TO SR 471	CONSTRUCT 4 LANES

Future County Regional Roadway Segments

ROAD	SEGMENT	IMPROVEMENT
C-501	NEW ROUNDABOUT SOUTH OF C-468 (WARM SPRINGS AVENUE) TO C-470	EXPAND TO 4 LANES
C-525E	CR 514 NORTH TO THE FUTURE I-75 INTERCHANGE	CONSTRUCT 4 LANES
C-525E	CR 514 TO US 301	CONSTRUCT 4 LANES
BUENA VISTA EXTENSION	EXTEND BUENA VISTA SOUTH FROM SR 44 TO MEGISSON ROAD.	CONSTRUCT 4 LANES

Future State Regional Roadway Segments

ROAD	SEGMENT	IMPROVEMENT
US 301	SR 44 TO C-470W	EXPAND TO 4LANES
C-470	US 301 TO COUNTY LINE	EXPAND TO 4 LANES

EXHIBIT C – EXISTING DEBT SERVICE OBLIGATIONS

Debt Service	Original Amount
Citizens First – Bank Loan 2018	$ 30,100,000
US Bank Series 2015B Bond	$ 24,330,000
TD Bank Series 2015A Loan	$ 28,602,982
Hancock Bank Series 2003	$ 7,340,000
Banc of America Motorola Financing	$ 11,939,641

Appendix B:

TIA for The Villages of Southern Oaks Sixth Comprehensive Plan Amendment (CPA) (November 2019)

Kimley»Horn

MEMORANDUM

To: Martin L. Dzuro
The Villages

From: Richard Barr, AICP
Kimley-Horn and Associates, Inc.

Date: November 7, 2019

Subject: Sixth Amendment to The Villages of Southern Oaks
Comprehensive Plan Amendment Transportation Analysis

This memorandum is in support of the Sixth Amendment to The Villages of Southern Oaks Comprehensive Plan Amendment (CPA) in the City of Wildwood, Florida. The Villages of South Oaks Sixth Amendment area is composed of the following two properties:

- 4,132-acre agricultural-use (AG-10) property referred to as Landstone
- 8,354-acre agricultural-use (AGR) property referred to as Stuart Ranch

The Villages of Southern Oaks Sixth Amendment area along with the potential future roadway network is displayed on **Figure 1**. The Sixth Amendment includes the re-designation of these properties to an age-restricted development (ARD) land use category on the City's Future Land Use Map. The ARD category limits the land use to an age-restricted community like The Villages, uniquely characterized by mixed land uses, an abundance of on-site amenities and social/recreational opportunities, and superior travel connectivity for various travel modes throughout the community.

Land uses allowed under today's Future Land Use Map within The Villages of Southern Oaks Sixth Amendment area are as follows:

- Landstone: 413 residential dwelling units
- Stuart Ranch: 835 residential dwelling units

The Sixth Amendment proposes no new land use intensities in addition to what is currently approved for the Fifth Amendment to The Villages of Southern Oaks. The cumulative land use approved for the Fifth Amendment (and proposed for the Sixth Amendment) to The Villages of Southern Oaks are as follows:

- 60,449 residential dwelling units
- 1,529,000 square feet of office/governmental use
- 12,278,000 square feet of commercial use

As the Sixth Amendment does not increase land use intensities from what is currently approved for the Fifth Amendment to The Villages of Southern Oaks, no additional transportation impacts on the overall area roadway network are expected due to the Sixth Amendment.

The Villages is coordinating with the Florida Department of Transportation (FDOT) District Five to further study the capability of state facilities to accommodate additional traffic from The Villages in the long-term planning horizon and will continue such coordination with FDOT, Lake-Sumter MPO and others beyond this Sixth Amendment CPA submittal.

If you have any questions or need additional information, please feel free to contact me at 850-553-3500 or by email at richard.barr@kimley-horn.com.

Attachments:

Figure 1: The Villages of Southern Oaks Sixth Amendment Area Location Map

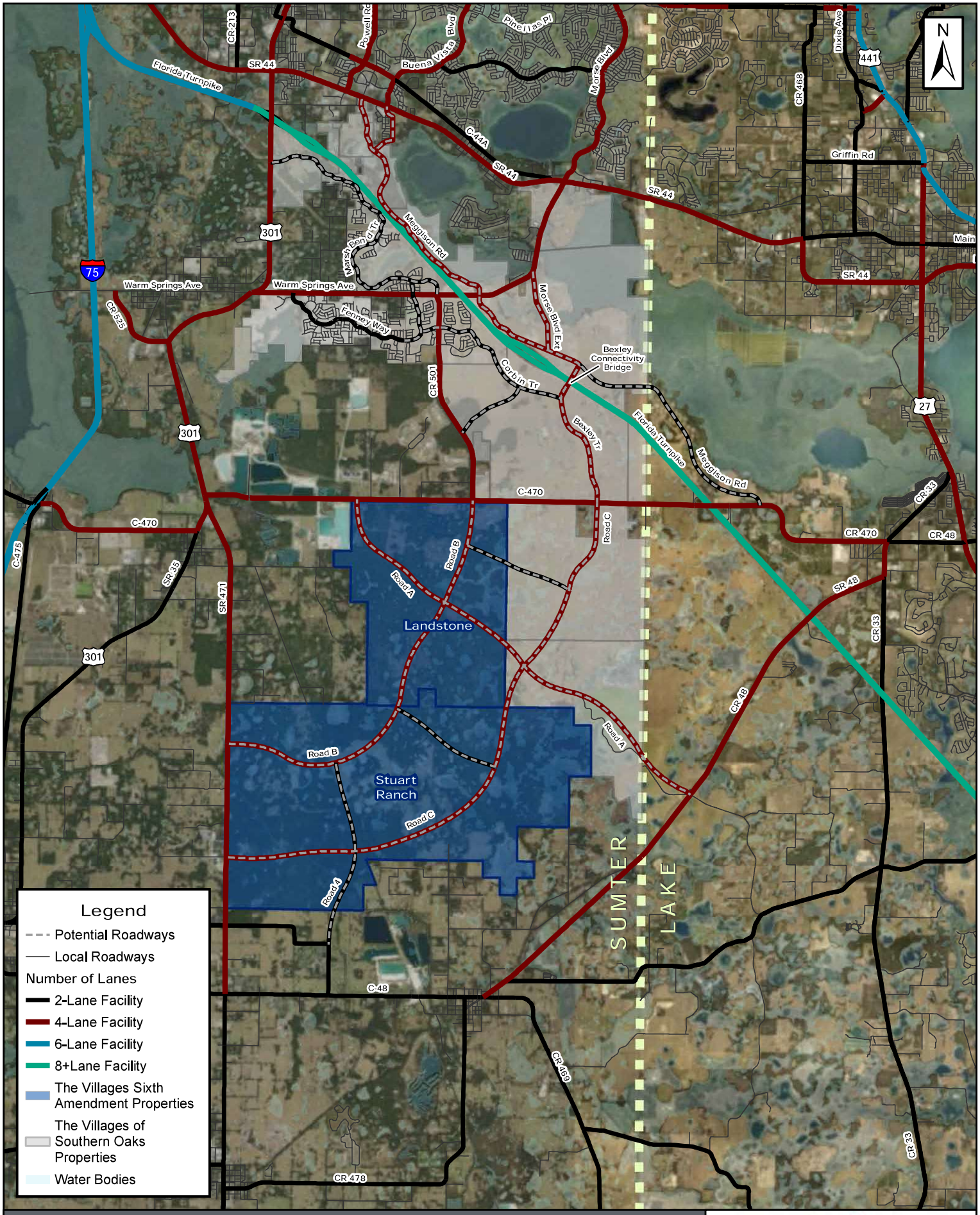


FIGURE 1: SIXTH AMENDMENT AREA LOCATION MAP

Kimley»Horn

© 2019 Kimley-Horn and Associates, Inc.

November 2019

0 5,000 10,000 Ft

Roadways are approximate and not to scale

The Villages

Appendix C:
2005 Origin-Destination Survey

Origin-Destination Survey Executive Summary

THE VILLAGES
2005 Origin-Destination Survey

Prepared for:

The Villages of Lake-Sumter, Inc.

Prepared by:

Kimley-Horn and Associates, Inc.

April 2005

© Kimley-Horn and Associates, Inc. 2005

040380050

EXECUTIVE SUMMARY

This Executive Summary of the 2005 Villages Origin-Destination (O-D) Survey Report was prepared to document the various trip characteristics of The Villages residents. The Villages, which is located west of US 27/441 between Ocala and Leesburg, Florida, is a large-scale planned retirement community that is highly self-contained (see Map 1). The community layout includes centrally located non-residential land uses, and was designed so that residents would be able to obtain goods and services internally, thereby reducing external trips. Located internally and nearby the residential areas, The Villages' existing non-residential land uses include two Town Centers (offices, banks, small specialty shops, and restaurants), medical facilities, and shopping centers (grocery stores, drug stores, fast-food establishments, and other stores). In addition, there are a significant number of recreational facilities located throughout The Villages including swimming pools, golf courses, tennis facilities, and other various neighborhood and regional recreation facilities. In addition, many bicycle, pedestrian, and golf cart paths (transportation trails) meander through The Villages, offering alternative internal transportation mode choices to community residents. Use of these alternative modes reduces the number of internal auto trips generated.

As of January 2005, the residential portion of The Villages (non-vested development) is comprised of over 21,000 single family detached homes (with approximately 40,000 residents), in addition to the non-residential portion which is comprised of approximately 1,600,000 square feet of commercial and office floor area, a hospital, and 252 holes of golf.

The Villages' Development Order requires an annual traffic analysis to monitor the existing and future conditions on the roadway system in and around the Villages. The O-D Survey was implemented to obtain and understand the trip making characteristics of the Villages residents, and the results of the O-D Survey are instrumental in the annual traffic analysis of this unique development. The travel diary survey format was employed to collect the travel characteristics of The Villages residents and was administered on January 12, 2005.

SURVEY PURPOSE

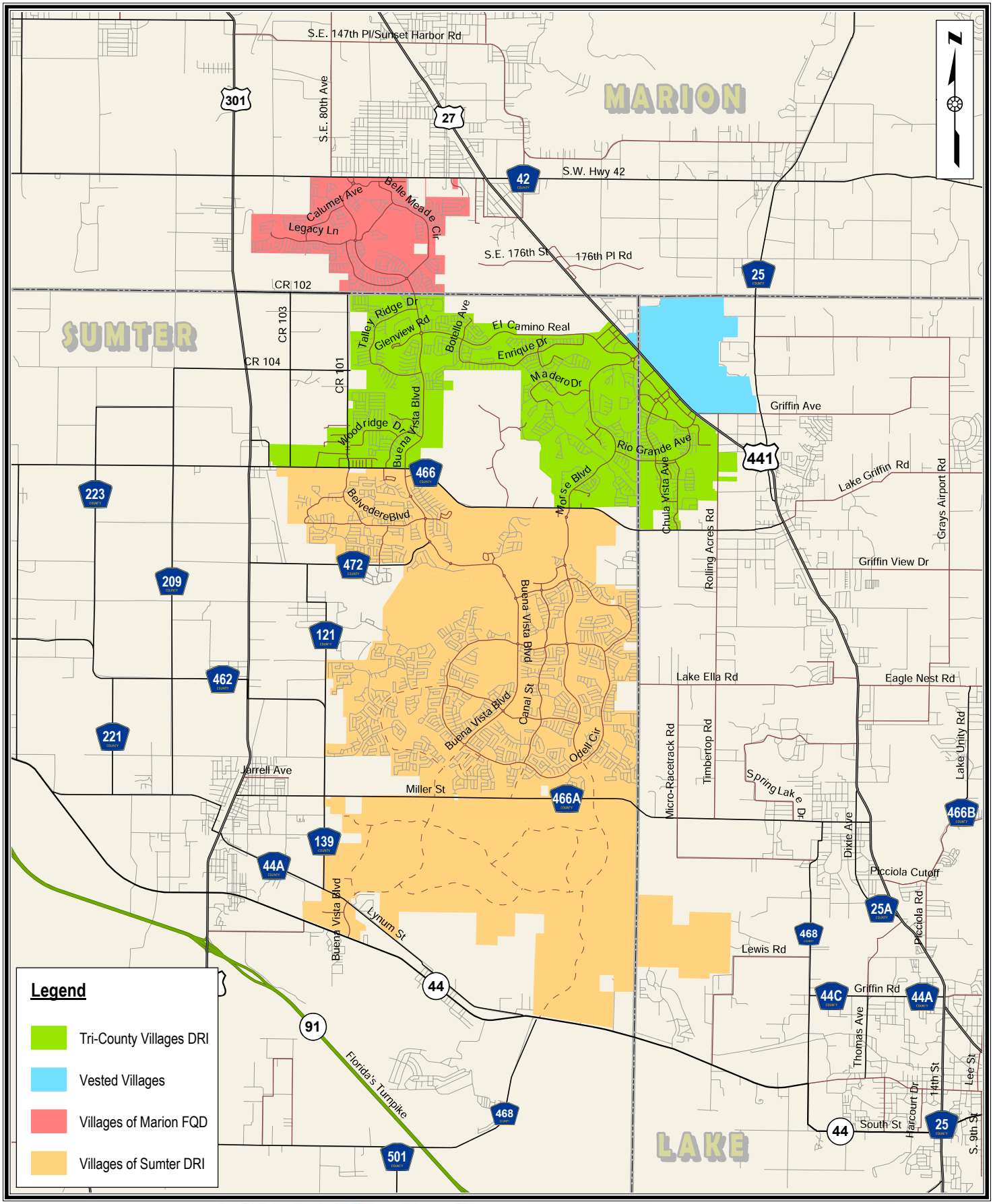
The main purpose of performing this survey was to monitor and update current trip characteristics and patterns reflected in the previous two O-D Surveys completed in 1999 and 2001. Many of the survey results are used as inputs in the annual monitoring traffic analysis for The Villages development.

RESULTS AND ANALYSIS

Survey Response Rate

A total of 1,544 surveys were distributed randomly to non-vested Villages residents. This distribution number was based on the response rate from previous surveys for the development, accounting for seasonal occupancy, and to be able to have 95% confidence in the results based on standard statistical procedures.

Of the 1,544 mailed surveys, 652 surveys were returned, 17 of which were unusable due to reporting errors, resulting in 635 usable surveys. 73 of the 1,544 mailed surveys were returned as undeliverable by the mail service. In most instances the surveys were returned because the resident had moved and no forwarding address was provided.



Kimley-Horn and Associates, Inc.

© 2005 Kimley-Horn and Associates, Inc.

3404 Southern Trace
The Villages, Florida
32162-7621
Phone: 352 259 2232 - Fax: 352 259 1584

The Villages®

0 0.45 0.9 1.8 2.7 3.6 Miles

Map 1. The Villages Site Location Map

April 2005
040380050.2.102

P:/040380/050/2106/GIS/Map Files/Map1_SiteLocation.mxd

The 2005 O-D Survey also engaged in pre-mailings and two information sessions to prepare the respondents prior to the survey date of January 12, 2005. This was done to inform residents as to the importance of their response and the likely benefits of the survey to their community. In addition, there was a "help-line" established so that residents could call in with questions about the survey prior to and during the survey. As a result of these efforts, the survey resulted in a response rate of 44 percent, which was an increase in the response from previous O-D Surveys conducted at The Villages. A 44 percent response rate is considered to be high for a one day travel dairy type survey where no follow-up is possible.

Home-Based Trip Generation Rates

The Villages trip generation rates were measured from the results of the 2005 O-D Survey. The survey results reflect trips made by residents to residential and non-residential land uses. **Table 1** summarizes the results of the trip generation analysis.

Table 1
The Villages O-D Survey
Trip Generation Rates By Mode

Mode	Average Daily/PM Peak Hour Trip Rate per Household
Home-Based Trips Auto Only	4.03/0.31
Home-Based Trips Golf Cart Only	1.52/0.16
Home-Based Trips Auto/Golf Cart	5.55/0.47
Home-Based Trips All Modes	5.68/0.48

Internal/External

Trip internalization was also calculated for daily home-based trips, resulting in a measured rate of 74.8 percent of the auto and golf cart trips being internal to the community, while 25.2 percent of trips were external to the community. This compares to 68 percent and 70 percent of the daily home-based trips being internal to the community as a result of the 1999 and 2001 O-D Surveys.

Trip Purpose

Trip purpose was calculated for home-based trips resulting in the percentages of trips by purpose during the p.m. peak hour. **Table 2** summarizes the results of the trip purpose analysis.

Table 2
The Villages O-D Survey
Home-Based Trips By Purpose During The PM Peak Hour

Purpose	Percentage
Work	3.0%
Shopping	56.6%
Medical Office	7.6%
Social/Rec	13.6%
Golf	13.9%
Other	5.3%
Total	100.0%

Mode Choice

The 2005 Villages O-D Survey also collected data for the type of transportation (mode-choice) used for home-based trips by The Villages residents during the p.m. peak hour. The survey responses included auto, golf cart, bus/public transit, walking, bike, and other modes (such as horse and motorbike). **Table 3** summarizes the results of the mode choice analysis.

Table 3
The Villages O-D Survey
Home-Based Trips by Mode During The PM Peak Hour

Mode	Percentage
Auto	63.9%
Golf Cart	33.4%
Other Modes	2.7%
Total	100%

CONCLUSION

The results of the 2005 Villages O-D Survey illustrate the unique travel characteristics of residents of The Villages community. Currently, The Villages is surrounded by a mixture of undeveloped and developing areas. Other than the development in and around The Villages, significant attractions for residents in these areas are located as much as ten to twenty miles away. The new development taking place in the area surrounding The Villages is creating more and new attractions closer to The Villages development. It is expected that as The Villages continues with commercial development as well as the development of other on-site amenities the percentage of external trips may be reduced as the percentage of internal trips increases. This increase in internalization is clear when a comparison of the 2005 survey results is made with the 1999 and 2001 survey results as the Villages developed additional on-site opportunities for the residents.

The survey data showed that residents of The Villages currently generate 5.55 daily home-based trips per household. This rate includes both auto and golf cart trips. Of these trips, 74.8 percent are internal trips within The Villages and are a result of the mixed-use development patterns, abundant on-site amenities, and convenient transportation system throughout the community that accommodates a wide variety of travel modes. The high internalization of trips is also associated with the characteristics of the retirement population.

The results of this survey suggest that the residential trip-making characteristics of The Villages residents are very different from other residential land use categories reported in ITE's *Trip Generation* and other typical developments in Florida that are required to perform traffic impact analyses. It is concluded that these survey results are reasonable for this particular community. It is also concluded that the results are applicable for calculating residential trip generation, purpose, mode choice, and trip internalization in future studies.

Appendix D:
2008 Origin-Destination Survey

Origin-Destination Survey
Executive Summary

2008 Non-Residential Travel Characteristics

The Villages, Florida

Prepared for:

The Villages of Lake-Sumter, Inc.

Prepared by:

Kimley-Horn and Associates, Inc.

©Kimley-Horn and Associates, Inc.
April 2008
040380058

Executive Summary

Introduction

This Executive Summary documents travel characteristics of The Villages non-residential uses collected from the 2008 non-residential Origin-Destination (O-D) survey. The Villages, a large-scale retirement planned community is located in Lake, Sumter, and Marion Counties between Ocala and Leesburg, Florida.

As of February 2008, the residential portion of The Villages (non-vested development west and south of US 27/441) is comprised of over 30,000 single-family detached homes with over 60,000 residents. The non-residential uses include approximately 2,700,000 square feet of commercial and office floor area, a hospital, and 405 holes of golf.

Survey Purpose

The study of non-residential trip characteristics inside The Villages will produce valuable data that will help expand the base of existing information on non-residential travel patterns in the area. This information will be used to facilitate the trip distribution and assignment of non-residential trips to impacted roadway facilities in the study area. Furthermore, the results of the study will provide insight on the driving behavior of users of the system and additional input in identifying and planning for infrastructure investments required to maintain the adopted level of service (LOS) for study area roadway facilities. The results will be used in future traffic studies for The Villages.

Overall Results

Data Collection

During the week of January 7, 2008 for the PM peak period, 3,342 intercept surveys were randomly attempted at seven non-residential locations. A minimum of 1,537 completed surveys were needed to be able to have a minimum of 95% confidence in the results based on standard statistical procedures.

Of the 3,342 intercept surveys attempted, 2,603 surveys were successfully completed resulting in a completion rate of approximately 78 percent while 739 potential interviewees declined to participate. Although care was taken to minimize errors in the collection of the survey information, 277 of the surveys were unusable due to recording errors or incomplete surveys, resulting in 2,326 usable surveys (or approximately 90 percent of the completed surveys). Due to the significant number of usable surveys, it can be concluded with 95% confidence that the following trip characteristics presented in the next section represent the true behavior of the population with an error bound of +/- 2.5%.

Internal/External

The weighted trip internalization for all mode of transportation during the PM peak period was measured at 75.4 percent. This compares to 74.8 percent of the residential home-based trips being internal as measured through the 2005 residential O-D Survey. The raw survey results were weighted according to trip generation (PM peak hour per the Institute of Transportation Engineers (ITE) *Trip Generation*) by area surveyed. This was done to make sure that the number of surveys collected by survey area were consistent with the number of trips generated by survey area. The internal/external split for the raw survey data was 74.6 percent internal and 25.4 percent external.

Trip Purpose

Home based shopping trips made up 69.2 percent of all trips. Home based work, home based social recreation, and home based other made up 5.5 percent, 8.9 percent, and 4.3 percent of the trips respectively. Non-home based trips were 11.8 percent of total trips, while 0.3 percent of all trips originating in The Villages irrespective of purpose had a destination outside of the region.

Mode Choice

Automobiles were used for 78.8 percent of all trips. Golf carts, walk, bike, and transit trips made up 19.1 percent, 1.6 percent, 0.4 percent, and 0.1 percent respectively.

Trip Length (by percentile)

The data suggest that 10 percent of the trips were no more than 0.6 miles, whereas 25 percent were less than or equal to 1.2 miles. The median trip length was 3.1 miles. 75 percent of the trips were no longer than 5.4 miles and 90 percent of all trips taken were less than or equal to 8.4 miles.

Auto Only Analysis

Internal/External

The weighted trip internalization for automobile trips during the PM peak period was 69.7 percent while 30.3 percent of the trips were external to the community. The internal/external split for the raw survey data was 68.9 percent internal and 31.1 percent external.

Trip Purpose

Table 1 summarizes trip purpose results for trips made using automobiles as the mode.

Table 1
The Villages Non-Residential
Origin-Destination Survey
Trip Purpose (auto only)

Site Location	Home Based Shopping	Home Based Work	Home Based Social	Home Based Other	Non-Home Based	Internal to External*
Mulberry Grove	81.5%	7.4%	0.0%	4.6%	6.5%	0.0%
Lake Sumter Landing	55.9%	5.1%	21.1%	6.9%	11.0%	1.0%
Buffalo Ridge/Southern Trace	78.0%	6.8%	1.0%	5.5%	8.7%	0.0%
Rolling Acres	76.7%	2.4%	0.0%	0.0%	20.9%	0.0%
Village Center/La Plaza Grande	79.8%	7.2%	5.1%	0.3%	7.6%	0.0%
Spanish Plaines	52.5%	10.8%	10.3%	9.4%	17.0%	0.0%
Spanish Springs	55.7%	4.9%	24.6%	0.0%	14.8%	2.5%
Overall	68.6%	6.4%	8.6%	4.4%	11.6%	0.4%

p:\040380 - villages\058 - villages 2008 tia\2102 - 2008 o-d survey\analysis\[analysis080418.xls]tables

**Internal to external represents trips external to the FDOT District 5 transportation model counties within District 5.*

Trip Length

Table 2 shows the trip length of automobile trips by percentile.

Table 2
The Villages Non-Residential
Origin-Destination Survey
Trip Length Characteristics by Subarea (Auto Only)

	Percentile				
Subarea	**10%**	**25%**	**50%**	**75%**	**90%**
Buffalo Ridge/Southern Trace	0.8	1.5	4.2	6.4	14.3
Mulberry Grove	0.7	0.9	2.0	5.1	11.7
Village Center/La Plaza Grande	0.4	0.8	2.8	5.2	7.2
Spanish Plaines	1.0	1.5	2.8	5.6	17.5
Spanish Springs	0.4	1.1	4.7	6.2	11.3
Rolling Acres	0.5	1.7	4.8	7.0	12.7
Lake Sumter Landing	1.0	2.0	4.0	5.5	11.9
Overall	0.7	1.5	3.9	6.0	11.4

p:\040380 - villages\058 - villages 2008 tia\2102 - 2008 o-d survey\analysis\[analysis080418.xls]subareatables

Conclusion

The Villages internal capture rate for non-residential trips is 75.4 percent for all modes of transportation and 69.7 percent for automobiles only. These percentages reflect the characteristics of a retirement population that is provided with mixed-use development patterns and abundant on-site amenities. It is concluded that these survey results are reasonable for this particular community. It is also concluded that the results are applicable for calculating non-residential trip purpose, mode choice, trip length, and trip internalization in future transportation modeling and traffic studies for The Villages.

Appendix E:
Background Growth Rate Determination

Table E1: Background Growth Rate Determination (2040)

Roadway							Daily Model Bkgd		Annual Growth Rates			
From	To	2015	2016	2017	2018	2019	2017	2040	5-Year Trend	Model Growth	BEBR Medium	Rate Used
WARM SPRINGS AV / CR 468												
US 301 / SR 35	CR 513	3,052	3,146	6,732	6,884	10,393	3,954	7,476	35.84%	3.87%	1.48%	3.87%
CR 513	FENNEY WAY	2,359	2,703	5,143	9,663	9,844	4,181	4,911	42.93%	0.76%	1.48%	1.48%
FENNEY WAY	CR 501	2,359	2,703	5,143	9,663	9,844	3,539	4,831	42.93%	1.59%	1.48%	1.59%
CR 501	SR 91 / FLORIDA TURNPIKE	3,119	3,587	5,971	8,991	10,996	5,215	6,116	37.03%	0.75%	1.48%	1.48%
SR 91 / FLORIDA TURNPIKE	MEGGISON RD EXTENSION	4,401	4,638	6,976	9,999	13,344	5,215	6,194	31.96%	0.82%	1.48%	1.48%
MEGGISON RD EXTENSION	NORTH CARTER ACCESS	4,401	4,638	6,976	9,999	13,344	5,215	3,996	31.96%	-1.02%	1.48%	1.48%
NORTH CARTER ACCESS	SANDALWOOD DR	4,401	4,638	6,976	9,999	13,344	5,283	7,770	31.96%	2.05%	1.48%	2.05%
SANDALWOOD DR	SR 44	4,401	4,638	6,976	9,999	13,344	5,182	7,770	31.96%	2.17%	1.48%	2.17%
MORSE BLVD												
C-466A	SR 44	14,669	8,521	16,983	16,677	16,307	9,332	11,990	2.68%	1.24%	1.48%	1.48%
CR 501												
WARM SPRINGS AV	BIGHAM NORTH ACCESS	2,612	3,021	4,070	5,444	6,291	1,668	1,308	24.58%	-0.94%	1.48%	1.48%
BIGHAM NORTH ACCESS	BIGHAM SOUTH ACCESS	2,612	3,021	4,070	5,444	6,291	2,310	1,462	24.58%	-1.60%	1.48%	1.48%
BIGHAM SOUTH ACCESS	CR 500	2,612	3,021	4,070	5,444	6,291	2,310	1,462	24.58%	-1.60%	1.48%	1.48%
CR 500	C-470E	2,581					2,310	1,871		-0.83%	1.48%	1.48%
CR 470												
US 301 / SR 35	NE 50TH WAY	6,515	7,597	7,740			10,021	11,625	4.40%	0.70%	1.48%	1.48%
NE 50TH WAY	CR 501	6,630	7,987	9,966	10,217	9,939	10,568	10,373	10.65%	-0.08%	1.48%	1.48%
CR 501	LAKE COUNTY LINE	6,856	7,905	10,521	9,837	10,669	9,577	12,439	11.69%	1.30%	1.48%	1.48%
CR 48												
C-476	CR 567	6,243	7,403	7,189	6,475	7,150	15,348	12,825	3.45%	-0.71%	1.48%	1.48%
CR 567	CR 569 / NORTH AV	5,944	5,412	6,084	5,709	6,051	15,846	13,154	0.45%	-0.74%	1.48%	1.48%
CR 569 / NORTH AV	LAKE COUNTY LINE	5,056	5,372	5,965			15,812	14,494	-100.00%	-0.36%	1.48%	1.48%
C-476												
C-476A / JASPER ST	SR 471	2,105	2,143	2,595			4,611	1,884	-100.00%	-2.57%	1.48%	1.48%
MEGGISON RD EXTENSION												
SR 44	CR 468							4,327				
CR 468	TURNPIKE OVERPASS							6,491				
TURNPIKE OVERPASS	C-470							5,154				
MORSE BLVD EXTENSION												
WARM SPRINGS AV	MEGGISON RD							4,132				
MARSH BEND TRL												
US 301	CORBIN TRL							63				
CORBIN TRL	CR 501							63				
FENNEY WAY												
WARM SPRINGS AV	CORBIN TRL							0				
CORBIN TRL												
MARSH BEND TRL	WARM SPRINGS AV							0				
WARM SPRINGS AV	FENNEY WAY							80				
FENNEY WAY	CR 501							571				
CR 501	ROAD C							417				
BEXLEY CONNECTIVITY BRIDGE (TURNPIKE OVERPASS)												
MEGGISON RD	CORBIN TRL							2,523				
BEXLEY TRL												
BEXLEY CONNECTIVITY BRIDGE	C-470							2,178				
ROAD A												
C-470	ROAD B							1,810				
ROAD B	ROAD C							2,293				
ROAD C	CR 48							4,329				
ROAD B												
C-470	ROAD A							619				
ROAD A	ROAD 3							135				
ROAD 3	ROAD 4							135				
ROAD 4	SR 471							12				
ROAD C												
C-470	ROAD 2							1,913				
ROAD 2	ROAD A							1,913				
ROAD A	ROAD 3							3,223				
ROAD 3	ROAD 4							3,223				
ROAD 4	SR 471							2,900				
ROAD D												
C-470	ROAD A							0				

Table E2: BEBR Growth Rates

County	BEBR Pop Estimate Apr 1, 2017	BEBR Population Projections (April 1) Range	2025	2045	2025	2045	Medium Rate 2040
Lake	331,724	Low	354,500	405,600	0.76%	0.77%	
		Medium	392,900	509,600	2.05%	1.85%	1.90%
		High	426,500	624,200	3.17%	3.04%	
Marion	349,267	Low	355,100	374,700	0.19%	0.25%	
		Medium	386,100	452,900	1.17%	1.02%	1.06%
		High	415,000	545,900	2.09%	1.94%	
Sumter	120,700	Low	138,100	169,400	1.60%	1.39%	
		Medium	158,900	232,600	3.52%	3.20%	3.28%
		High	176,400	301,000	5.13%	5.15%	

Average BEBR Medium Annual Growth Rate for Study Area (Lake, Marion)[1] = 1.48%

[1]Sumter County growth, being highly dependent on Villages growth, was excluded in determining background growth rate for the study area.

EXHIBIT 7

UTILITY FRANCHISE AGREEMENT

ORDINANCE NO. O2022-43

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA; AMENDING AND RESTATING ORDINANCE NO. O2017-23, ORDINANCE NO. O2019-55 AND ORDINANCE O2020-14; PROVIDING A SHORT TITLE; PROVIDING FINDINGS AND INTENT; GRANTING CERTAIN NON-EXCLUSIVE FRANCHISES TO SOUTH SUMTER UTILITY COMPANY, LLC, SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, SOUTH SUMTER ELECTRIC COMPANY, LLC, SOUTH SUMTER GAS COMPANY, LLC, MIDDLETON UTILITY COMPANY, LLC, MIDDLETON WATER CONSERVATION AUTHORITY, LLC, GIBSON PLACE UTILITY COMPANY, LLC, AND GIBSON PLACE WATER CONSERVATION AUTHORITY, LLC, THEIR SUCCESSORS AND ASSIGNS (EACH A FRANCHISEE, AND SOMETIMES COLLECTIVELY REFERRED TO HEREIN AS THE "FRANCHISEES"); A FRANCHISE FOR A PERIOD OF THIRTY (30) YEARS FROM THE ADOPTION OF THIS ORDINANCE TO CONSTRUCT, OWN, OPERATE AND MAINTAIN CERTAIN SERVICES AND FACILITIES TO SERVE AREAS WITHIN AND ADJACENT TO THE VILLAGES AGE RESTRICTED DEVELOPMENT; SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISES SHALL OPERATE; AMENDING THE FRANCHISE TERRITORY; AMENDING NOTICE PROVISIONS; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Wildwood, Florida, as follows:

SECTION 1. SHORT TITLE. This Ordinance shall be known and may be cited as the "Second Amended and Restated Villages ARD Franchisees Ordinance."

SECTION 2. FINDINGS AND INTENT. The City Commission makes the following findings and intent:

(1) The City of Wildwood, Florida (hereafter "City") exercises control over all publicly dedicated rights-of-way, streets, alleys, bridges, easements, and other public places located within the limits of the City.

(2) Affiliates of the Franchisees are the Owners of that certain real property located in the City of Wildwood being more particularly described on **Exhibit "A"** attached hereto and incorporated herein (the "Property").

(3) Affiliates of Franchisees will develop the Property in accordance with its zoning and land use approvals for a large-scale active adult community (the "Villages ARD Planned Development").

(4) The Property is currently located within the City's exclusive water, wastewater, and reclaimed water service area.

(5) The City's reclaimed water service is not currently available to the Property.

(6) The City Commission has considered a request submitted by the proposed Franchisees, which are South Sumter Utility Company, LLC, Southeast Wildwood Water Conservation Authority, LLC, South Sumter Electric Company, LLC, South Sumter Gas Company, LLC, Middleton Utility Company, LLC, Middleton Water Conservation Authority, LLC, Gibson Place Utility Company, LLC, and Gibson Place Water Conservation Authority, LLC, to provide potable water and wastewater services, irrigation services with irrigation water, as well as electric and natural gas services to serve the Property.

(7) The aforesaid rights-of-way to be used by the Franchisees are valuable public properties to be dedicated to City by Owners and maintained by the City at great expense to the City's taxpayers, and the right to use said rights-of-way is a valuable property right to the Franchisees.

(8) The City desires to ensure that the aforesaid rights-of-way used by the Franchisees are promptly restored to a safe and secure condition to protect the health, safety and welfare of the citizens and residents of the City.

(9) State statutes, City ordinances, and the City Charter authorize the City to grant non-exclusive franchises for the purposes set forth herein.

(10) The City Commission amended certain terms of the Franchise granted to the South Sumter Utility Company, LLC pursuant to Ordinance O2017-23 and O2019-55.

(11) Further, the City terminated the Wholesale Potable Water and Wastewater Agreement entered into on September 14, 2017 as recorded in the Official Records Book 3276, Page 117, Public Records of Sumter County, Florida, through a territory and emergency services agreement.

(12) Pursuant to the termination of the Wholesale Potable Water and Wastewater Agreement, the City terminated the Grant of Easement as recorded in Official Record Book 3429, Page 375, Public Records of Sumter County, Florida.

(13) It is the further intent of the City Commission that as additional Villages ARD Planned Development property is added to the Property, the City will approve further

amendments to Ordinance O2017-23 and Ordinance O2019-55 expanding the boundary as it did in Ordinance O2020-14.

(14) After due deliberation and full consideration, the City Commission has determined to amend and restate Ordinance No. O2019-55 which granted a franchise to South Sumter Utility Company, LLC, Southeast Wildwood Water Conservation Authority, LLC, South Sumter Electric Company, LLC, and South Sumter Gas Company, LLC, to provide such services, subject to the terms and conditions set forth below.

SECTION 3. DEFINITIONS. For the purposes of this Ordinance, the following terms shall have the meaning given herein:

(a) The term "City" shall mean the City of Wildwood, Florida.

(b) The term "Customers" shall mean and include any and all organizations, firms, entities, or persons who may desire or require Franchisees' services for land located within the Franchise territory.

(c) The term "Franchisees" shall mean South Sumter Utility Company, LLC, a Florida limited liability company, Southeast Wildwood Water Conservation Authority, LLC, a Florida limited liability company, South Sumter Electric Company, LLC, a Florida limited liability company, South Sumter Gas Company, LLC, a Florida limited liability company, Middleton Utility Company, LLC, a Delaware limited liability company, Middleton Water Conservation Authority, LLC, a Delaware limited liability company, Gibson Place Utility Company, LLC, a Florida limited liability company and Gibson Place Water Conservation Authority, LLC, a Florida limited liability company. Franchisees shall also include any entity that is assigned the franchise rights of any Franchisee, in accordance with this Ordinance.

(d) The term "Franchise" or "Franchise Agreement" shall mean this Villages ARD Franchisees Ordinance and Agreement, as passed and adopted by the City and accepted by each Franchisee.

(e) The term "Franchise Territory" shall mean the following: (i) the area of the City more particularly described in **Exhibit "A"** attached hereto and incorporated herein, which area includes the Property and certain public right-of-way located adjacent to the Property; (ii) any and all streets, alleys, public ways or easements, and public property or places that may now or hereafter exist within the area of the City; and (iii) any other property that may be approved by the City from time to time for development as part of the Villages ARD Planned Development, provided such additional property must be added as an amendment to this franchise by ordinance, less and except that portion of the City lying within the Brownwood community.

(f) The term "Operating Revenues" for each Franchisee shall mean all user fees collected by Franchisees from the sale of such services provided by that Franchisee to Customers within and throughout the Franchise Territory. Operating Revenues shall not include Customer deposits, meter fees, fees or improvements received as

contributions-in-aid-of-construction, sales taxes, municipal public service taxes, franchise fees, or other non-user fees or charges derived from the operation of the services of such Franchisee.

(g) The term "Systems" shall have the meaning as herein defined in Section 5.

SECTION 4. AUTHORITY. This Ordinance is being adopted pursuant to the City's Charter, relevant special acts, and Chapter 166, Florida Statutes (2021).

SECTION 5. GRANT OF AUTHORITY. There is hereby granted by the City to each Franchisee the non-exclusive right, privilege, and franchise to erect, construct, operate, and maintain the Systems and related facilities, including but not limited to pump, stations, wells, mains, pipes, supply pipes, conduits, ducts, service connections, manholes, control devises, and any other hardware or other appurtenances used as a means of producing, treating, conveying distributing, or selling certain services authorized by this Ordinance in Section 7 to any person or entity to be supplied by each Franchisee within the Franchise Territory and to sell and distribute such services to Customers within and throughout the Franchise Territory (hereinafter collectively referred to as "Systems"). The foregoing rights granted to each Franchisee shall be non-exclusive, but the City agrees, as part of the consideration for the granting of the purchase option set forth in this Franchise, to refrain from granting a similar franchise within the Franchise Territory to any other private, non-governmental entity or person at any time during the period of this Franchise, except for pre-existing franchises. The Franchisees each acknowledge that the City currently has Franchise Agreements with TECO (Ordinance No. O2009-13) dated August 9, 2009, Duke Energy (Ordinance No. 289) dated May 13, 1996, SECO (Ordinance No. O2020-68) dated November 9, 2020, Wildwood Utility Dependent District (Ordinance No. 02021-45) dated August, 23, 2021, and The City of Leesburg, Florida (Ordinance Nos. O2018-14 and O2020-31) dated February 26, 2018 and July 27, 2020, respectively. To the extent that any or all of these Franchise Agreement conflict with or supersede any Franchisee's rights under this Franchise Agreement, no Franchisee shall interfere with or challenge the prior rights of TECO, Duke Energy, SECO, Wildwood Utility Dependent District and/or the City of Leesburg, Florida.

SECTION 6. NATURE OF FRANCHISE; POWERS RETAINED BY CITY. Once this Villages ARD Franchisees Ordinance becomes final, it shall be deemed both a contract with each Franchisee and a legislative act as provided under Florida law. Each Franchise is subject to all franchises and permits heretofore granted by the City Commission to use the streets, alleys, lanes, and public places of the City by public utility or public service corporations. It is not intended by the grant of this Franchise to abridge the exercise of the police power of the City. The grant of these Franchises is subject to all ordinances and resolution of the City Commission as the same now exist or may be hereafter amended, revised or modified to the extent no inconsistent with the terms of this Franchise. Each Franchisee shall at all times continue to be subject to all applicable public service taxes (Section 166.231, Florida Statutes), ad valorem taxes (Section 166.211, Florida Statutes), and such other applicable taxes, charges or fess as may be

lawfully authorized by the Florida Constitution, the general or special laws of the State of Florida, the provisions of the Municipal Home Rule Powers Act (Chapter 166, Florida Statutes), or the ordinances of the City, subject to the provisions of Section 5 and to the extent that such ordinances are not preempted, as a matter of law, by federal or state law. Each Franchisee shall, at all time, during the life of these Franchises, be subject to all lawful exercises of police power by the City, and to such reasonable laws, rules, and regulation as the City shall hereafter, by resolution or ordinance provide, including, but not limited to, any ordinances pertaining to excavation, reconstruction, and development requirements and standards.

SECTION 7. GRANT OF FRANCHISES.

(a) **Franchise Granted to South Sumter Utility Company, LLC**. The Franchise being granted to South Sumter Utility Company, LLC is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

(1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial and industrial purposes in accordance with applicable regulatory standards.

(2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

(1) Provide wastewater treatment facilities for the treatment of domestic, commercial and industrial wastewater in accordance with applicable regulatory standards;

(2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities;

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for Investor Owned Utilities.

In addition to the Franchisee Fee provided herein, South Sumter Utility Company, LLC agrees to pay Pilot Fees at the same time and manner as the Franchise Fees provided for herein. The Pilot Fee shall be calculated on a per ERC basis and charged at the time each ERC commences utilizing the service of the wastewater system. The fee initially shall be an estimate of the Average Depreciation Value of the capital facilities of the wastewater system which equals the estimated initial cost of construction plus depreciable value at the end of the franchise term divided by two; divided by the total number of ERC to be served by

said capital facilities; times the City's current millage rate; divided by 12 months. The initial Pilot Fee is $0.85 per ERC per month. The Pilot Fee may be reviewed and adjusted in five (5) year increments during the term of this franchise.

(b) **Franchise Granted to Southeast Wildwood Water Conservation Authority, LLC**. For Wastewater disposal, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of wastewater effluent shall be the responsibility of Southeast Wildwood Water Conservation Authority, LLC (SEWWCA), which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities and systems used or useful to serve the Franchise Territory with Irrigation Water. The source of such Irrigation Water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

(c) **Franchise Granted to South Sumter Electric Company, LLC**. For electric power distribution and related facilities, South Sumter Electric Company, LLC is granted the franchise pursuant to the provisions of this Ordinance. The Franchisee shall be responsible for constructing, operating and maintaining the facilities in accordance with Section 5. The Franchisee shall pay to the City a franchise fee as provided in this Ordinance.

(d) **Franchise Granted to South Sumter Gas Company, LLC.** For natural gas distribution and related facilities, South Sumter Gas Company, LLC is granted the franchise pursuant to the provisions of this Ordinance. The Franchisee shall be responsible for constructing, operating and maintaining the facilities in accordance with Section 5. The Franchisee shall pay to the City a franchise fee as provided in this Ordinance.

(e) **Franchise Granted to Middleton Utility Company, LLC.** The Franchise being granted to Middleton Utility Company, LLC is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

(1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial and industrial purposes in accordance with applicable regulatory standards.

(2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

(1) Provide wastewater treatment facilities for the treatment of domestic, commercial and industrial wastewater in accordance with applicable regulatory standards;

(2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities;

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for Investor Owned Utilities.

In addition to the Franchisee Fee provided herein, Middleton Utility Company, LLC agrees to pay Pilot Fees at the same time and manner as the Franchise Fees provided for herein. The Pilot Fee shall be calculated on a per ERC basis and charged at the time each ERC commences utilizing the service of the wastewater system. The fee initially shall be an estimate of the Average Depreciation Value of the capital facilities of the wastewater system which equals the estimated initial cost of construction plus depreciable value at the end of the franchise term divided by two; divided by the total number of ERC to be served by said capital facilities; times the City's current millage rate; divided by 12 months. The initial Pilot Fee is $0.85 per ERC per month. The Pilot Fee may be reviewed and adjusted in five (5) year increments during the term of this franchise

(f) **Franchise Granted to Middleton Water Conservation Authority, LLC.** For Wastewater disposal, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of wastewater effluent shall be the responsibility of Middleton Water Conservation Authority, LLC, which is granted the franchise, pursuant to the terms of this Ordinance

Irrigation System shall mean all improvements, facilities and systems used or useful to serve the Franchise Territory with Irrigation Water. The source of such Irrigation Water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

(g) **Franchise Granted to Gibson Place Utility Company, LLC.** The Franchise being granted to Gibson Place Utility Company, LLC is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

(1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial and industrial purposes in accordance with applicable regulatory standards.

(2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

(1) Provide wastewater treatment facilities for the treatment of domestic, commercial and industrial wastewater in accordance with applicable regulatory standards;

(2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities;

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for Investor Owned Utilities.

In addition to the Franchisee Fee provided herein, Gibson Place Utility Company, LLC agrees to pay Pilot Fees at the same time and manner as the Franchise Fees provided for herein. The Pilot Fee shall be calculated on a per ERC basis and charged at the time each ERC commences utilizing the service of the wastewater system. The fee initially shall be an estimate of the Average Depreciation Value of the capital facilities of the wastewater system which equals the estimated initial cost of construction plus depreciable value at the end of the franchise term divided by two; divided by the total number of ERC to be served by said capital facilities; times the City's current millage rate; divided by 12 months. The initial Pilot Fee is $0.85 per ERC per month. The Pilot Fee may be reviewed and adjusted in five (5) year increments during the term of this franchise.

(h) **Franchise Granted to Gibson Place Water Conservation Authority, LLC.** For Wastewater disposal, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of wastewater effluent shall be the responsibility of Middleton Water Conservation Authority, LLC, which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities and systems used or useful to serve the Franchise Territory with Irrigation Water. The source of such Irrigation Water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

SECTION 8. INDEMNIFICATION; INSURANCE.

(a) Each Franchisee or its subcontractors shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and cost of actions (including attorneys' fees and costs at trial and on appeal), of

any kind or nature, arising or growing out of, or any way connected with the exercise by Franchisees of its rights contained herein.

(b) Each Franchisee or its subcontractors shall procure and maintain, for the duration of this Franchise, insurance of the types and limits specified below:

(1) Comprehensive General Liability - bodily injury and property damage coverage shall be for not less than $1,000,000.00 per occurrence and not less than $1,000,000.00 in the aggregate. The City shall be named as an additional insured on the policy.

(2) Business Automobile Liability - business automobile liability coverage shall be in a combined single limit of not less than $500,000.00 per occurrence. The City shall be named as an additional insured on the policy.

(3) The City Commission for the City of Wildwood shall have the right to reassess and adjust the required amount of liability insurance required under this Section every five (5) years, if necessary. In so doing, the City Commission shall take into consideration all relevant factors, including, but not limited to, the rate of inflation, changes in law, and information related to risk assessment for the City. Whenever the City Commission exercises its right to reassess the amount of liability insurance required, the Franchisees shall have the right to present any information that they deem relevant to the City Commission's determination regarding the same.

SECTION 9. SERVICE STANDARDS. Franchisees shall maintain and operate its Systems and facilities and render efficient service in accordance with the rules and regulations as are, or may be, set forth by the City and/or other agency and/or entity with jurisdiction to regulate and/or promulgate rules regarding Franchisees' operations.

SECTION 10. PAYMENTS TO THE CITY.

(a) In consideration for the granting of each Franchise, each Franchisee (or its successors or assigns, as applicable), shall pay to the City (or its successors), an annual amount which will equal five percent (5%) of each Franchisees' annual gross Operating Revenues taken in and received by it for providing all aspects of services provided by each Franchisee to its Customers within the Franchise Territory, as now or hereafter constituted. Each Franchisee shall be permitted to collect the franchise fees provided for under this Franchise from its retail customers receiving said service as a line item on its retail bills. Each Franchisee may not incorporate any franchise fee into its other rates for service.

(b) The Franchisees shall pay the franchise fee provided by this section semi-annually on January 1 and July 1 of each year during the term of this franchise. Any payments not made by the Franchisees within 20 days after the date said payment is due, shall thereafter be payable with interest at the rate of fifteen percent (15%) per annum.

(c) Each Franchisee shall at all times continue to be subject to and shall pay to the City all legally authorized and applicable public service taxes, ad valorem taxes (intangible, personal, real), occupational taxes, and any and all other valid tax, levied or imposed by the City. Such charges and fees shall include but not be limited to licensing, permit fees, development review and inspection fees and all other such fees including fees, charges, taxes and/or assessments validly adopted and/or imposed during the term of this Franchise Agreement.

(d) The franchise fee payments, together with any interest that may apply, shall be made by wire transfer or other electronic means.

SECTION 11. RECORDS AND REPORTS. The City or its designated representative shall have the right during the term of each Franchise to examine, at all reasonable business hours, all of each Franchisee's plans, contracts, engineering, accounting, finance, statistical, customer and service records relating to performance under this Ordinance; provided, however, that the City expressly acknowledges and agrees that each Franchisee may redact proprietary information and any private customer information from such documents and records prior to making the same available to the City for examination hereunder. The City agrees to keep any information it obtains confidential to the maximum extent possible under Florida's public records law. As well, each Franchisee shall provide directly to the City an annual summary report showing gross revenues received by each Franchisee from its operations within the City during the preceding fiscal year and such other information as the City shall request with respect to properties, quality control, and expenses related to each Franchisee service within the City. The City may audit the financial records of each Franchisee for the purpose of determining that proper collection or payment of franchise fees is being made by each Franchisee in accordance with this Ordinance at the City's initial expense. Each Franchisee shall cooperate with and make available those records necessary for City to perform the audit. If the audit demonstrates that payment or collection of franchise fees is more than 5% less than the semi-annual amount that should have been paid or collected, each Franchisee shall, in addition to paying the fees that should have been paid or collected, pay the cost of the audit.

SECTION 12. RATES.

(a) Each Franchisee may charge to Customers such service rates and fees not in excess of those rates and fees set forth herein or as approved by the Florida Public Service Commission, or if not governed by the Florida Public Service Commission, then as approved by the City (hereinafter the "Approved Rates and Fee Schedule").

(b) From time to time, each Franchisee shall have the ability to apply to the City for changes to the Approved Rates and Fees Schedule. Requests for increases to the Approved Rates and Fees Schedule that do not exceed the rate of inflation determined by the Consumer Price index (CPI) for Utilities published by the U.S. Bureau of Labor Statistics appropriately adjusted for the calendar year (January 1st to December 31st)

preceding the calendar year in which the request is made shall not require an approval hearing of the City Commission; provided, however, that each Franchisee may only file one such request per calendar year. All other requests for changes to the Approved Rate and Fee Schedules shall be just, fair, and reasonable and require City Commission approval in a duly noticed public hearing. **NOTE:** In no event, will the actual annual rate adjustment be less than positive two percent (2%), and no greater than positive four percent (4%).

(c) Each Franchisee shall be responsible for the billing and collection of all fees and rates charged to Customers of the services authorized to each Franchisee by this Ordinance.

SECTION 13. TRANSFER OR ENCUMBRANCE OF FRANCHISES. No Franchisee may assign or otherwise transfer its franchise rights except with the prior written consent of the City expressed by an ordinance, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the City hereby consents to the following transfers: (i) any assignment of Franchisees' franchise rights to a third party owned, controlled or managed, directly or indirectly, by Franchisees; (ii) any assignment of Franchisees' franchise rights to the Community Development District that has been approved by the City, pursuant to Chapter 190, Florida Statutes, for the Property, or a special dependent or independent district created pursuant to the provisions of Chapter 189, Florida Statutes; and with such new Franchise entity assuming all of the duties and obligations of the assigning Franchise. Franchisees shall be released from all obligations set forth in this Ordinance upon the assignment of its rights in accordance with this Section and upon the written acceptance by assignee of the obligations so assigned by Franchisees.

SECTION 14. FORFEITURE OF FRANCHISE; NON-COMPLIANCE. In the event of a material default by any Franchisee with respect to its obligations under this Ordinance, the City shall provide written notice of such default to such Franchisee. In the event that Franchisee fails to cure the alleged material default within sixty (60) days of its receipt of such notice from the City, then the City shall be entitled: (i) to file an action against that Franchisee for specific performance of its obligations under this Ordinance; (ii) to file an action against Franchisees for damages actually incurred by City by reason of Franchisee's default of its obligations under this Ordinance, provided in no event shall City be entitled to recover any consequential, indirect, special, speculative, punitive or exemplary damages from Franchisee; or (iii) to file an action against Franchisee to terminate the Franchise as to that Franchise.

SECTION 15. TERM OF FRANCHISE. This Franchise and the rights herein granted to each Franchisee shall take effect after final passage of this Ordinance, as required by law, and full execution by all parties, and shall continue in full force and effect for a term of thirty (30) years after the date on which the Franchise Agreement was accepted by Franchisee in accordance with Section 16 below. The City recognizes that this Ordinance may be amended in the future ("Ordinance Amendment") to incorporate additional property which pursuant to Section 3(e) will become part of the Franchise

Territory. As additional areas are brought within the Franchise Territory, such Ordinance Amendment shall extend the term of the Franchise thirty (30) years from the effective date of each such amendment. At such time as any Franchise interest is conveyed to a community development district, dependent district or independent district (the "District") as may be created pursuant to Chapters 189 and 190, Florida Statutes, notice shall be provided to the City and, upon request by the District, the City will undertake deliberations to consider granting a thirty (30) year Franchise to the District, for the area within the District, under the same terms and conditions of the transferring Franchise.

SECTION 16. ACCEPTANCE. This Franchise is hereby granted upon the condition that, within thirty (30) days after the date of passage of this Ordinance, the Franchisee shall file with the City Clerk its acceptance of the terms and conditions of this Franchise, which acceptance shall be in writing, duly executed by or on behalf of the Franchisee and contain the Franchisee's address.

SECTION 17. SEVERABILITY. Notwithstanding the fact that each Franchise is a separate contract with each Franchisee, should any section or provision of this Franchise or any portion thereof, the deletion of which would not adversely affect (in the general sense) the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a judicial or administrative tribunal of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, the City and Franchisee shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial or administrative authority's decisions and consistent with the original intent of the parties as contained herein. If such decision is fundamental to or alters the essence of this Franchise, then the parties agree to negotiate a new franchise agreement.

SECTION 18. GOVERNING LAW AND VENUE. The rights and privileges granted to Franchisees by this Franchise shall at all times be subordinate and inferior to the rights of the public in and to the ordinary use of the Public Rights-of-Way and nothing in this Franchise shall be considered as a surrender by the City of its right and power to use and relocate the use of its rights-of-way. In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Sumter County, Florida.

SECTION 19. NOTICES. Except in exigent circumstances, and except as otherwise specifically provided in this Franchise, all notices by either City or Franchisee to the other shall be made by either depositing such notice in the United States Mail, Certified Mail return receipt requested or by facsimile. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States Mail unless otherwise provided. Any notice given by facsimile is deemed received by next Business Day. "Business Day" for purposes of this Section shall mean Monday through Friday, with Saturday, Sunday and City and Franchisee observed holidays excepted. All notices shall be addressed as follows:

As To City: City of Wildwood
Attn: Jason McHugh, AICP
City Manager
100 N. Main Street
Wildwood, FL 34785

With Copy to: Ashley S. Hunt, Esq.
Hunt Law Firm, P.A.
601 S. 9th Street
Leesburg, FL 34748

With Copy to: City of Wildwood
Attn: Susan Patterson
City Clerk
100 N. Main Street
Wildwood, FL 34785

As To Franchisees:

South Sumter Utility Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Southeast Wildwood Water Conservation Authority, LLC
3619 Kiessel Road
The Villages, Florida 32163

South Sumter Electric Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

South Sumter Gas Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Middleton Utility Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Middleton Water Conservation Authority, LLC
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Utility Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Water Conservation Authority, LLC,
3619 Kiessel Road
The Villages, Florida 32163

With Copy to:

South Sumter Utility Company, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Southeast Wildwood Water Conservation Authority, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

South Sumter Electric Company, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

South Sumter Gas Company, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Middleton Utility Company, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Middleton Water Conservation Authority, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Utility Company, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Water Conservation Authority, LLC,
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Notice shall be given as required by this Franchise and for all other emergencies. Notice shall be provided to the above-named addressees unless directed otherwise in writing by the City or Franchisee.

SECTION 20. NON-WAIVER PROVISION. The failure of either Party to insist in anyone or more instances upon the strict performance of anyone or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the Parties.

SECTION 21. COMPLETE AGREEMENT. This Franchise together with the exhibits (as may be amended from time to time in accordance with the terms hereof) represents the entire agreement of the Parties and supersedes all prior representations whether oral or in writing with respect to the rights of the Parties.

SECTION 22. RIGHT OF ACQUISITION BY CITY. The City shall have the right to purchase and take over the property and services of the South Sumter Utility Company, LLC Franchise, Middleton Utility Company, LLC, and/or Gibson Place Utility Company, LLC Franchise at the expiration of the term, unless the City requests to extend the Franchise(s) for an additional thirty (30) years. In the event the City desires to extend the Franchise(s), the City shall provide official notice to the Franchisee(s) one year in advance of the expiration of the term. In the event the City does not extend the Franchise(s), the City shall have the right to purchase and take over the property and services of the South Sumter Utility Company, LLC Franchise, Middleton Utility Company, LLC, and/or Gibson Place Utility Company, LLC Franchise, subject to this Ordinance by providing an official notice upon South Sumter Utility Company, LLC Franchisee, Middleton Utility Company, LLC Franchisee, and/or Gibson Place Utility Company, LLC Franchisee to that effect and payment to Franchisee(s) of the price. The Franchisee(s) shall execute such deeds or instruments of conveyance to the City as shall be required to convey to the City title to the property in fee simple, free from any and all liens and encumbrances. The price shall be based upon fair market value as determined by mutual agreement or non-binding arbitration. Each side shall pay its own attorneys' fees.

SECTION 23. AMENDMENTS TO FRANCHISE AGREEMENT. Changes in the terms and conditions to this Franchise Agreement may be made by written agreement between the City and the Franchisee.

SECTION 24. ORDINANCES REPEALED. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed as of the effective date.

SECTION 25. EFFECTIVE DATE. This Ordinance granting a franchise to Franchisee shall take effect immediately upon becoming a law; provided, however, this Ordinance shall become effective only upon the written acceptance of Franchisee all as provided in Sections 15 and16 hereinabove.

DONE AND ORDAINED this _____ day of June, 2022, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

_____
Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

_____
City Attorney

EXHIBIT 8

GENERAL REQUIREMENTS AND DESIGN CRITERIA

EXHIBIT 8

GENERAL REQUIREMENTS AND DESIGN CRITERIA

The following are general requirements and design criteria for The Villages of Southern Oaks. Additional design requirements are set forth in The Villages Construction and Development Manual as amended. Amendments can be made only with the consent of the Developer and the City's Project Review Committee:

A. ARCHITECTURAL STANDARDS

1) The design of individual buildings will be representative of the architectural style established by the Developer for the community and will be subject to review and approval by The Villages of Southern Oaks Design Review Committee (DRC). These buildings may exhibit individual detailing for harmonious diversity and may vary in specific materials, finishes, and color palettes.

2) Specific Architectural Design Standards

   a. All commercial electrical controls, meters, etc. shall be mounted on building walls, free standing wall or dumpster enclosure walls. Freestanding electrical "racks" shall be prohibited, unless specifically approved by DRC.

   b. All commercial building-mounted boxes (i.e., electrical, irrigation control boxes, gas meters, etc.) and associated conduit and piping shall be painted to match the wall to which they are mounted, as permitted by the utility companies.

   c. Exterior building lighting is permissible. Architectural lighting (fixtures attached to or integral with a building or structure) shall be selected or approved by the DRC.

   d. Where dumpsters are required, enclosures shall be finished with materials, color, and detailing similar to the associated building. Dumpster enclosures that serve facilities that dispose of food waste or other organic materials shall be constructed with a drain and hose bib for wash down. Drains shall be connected to a grease trap.

   e. Where required, Fire Department Connections (FDCs) must be located on the building structure wall (no remote FDCs) near other critical utilities (i.e., power disconnect, gas, etc.) that may need to be shut off in case of a fire, unless specifically approved by DRC.

   f. Buildings that require a fire sprinkler system shall have backflow preventers located inside the building.

   g. All commercial rooftop equipment shall be screened with parapets, landscape or architectural features.

   h. All commercial ground-mounted HVAC equipment shall be screened with a structural and/or landscaped screen wall.

i. All Project signage locations and design elements shall be determined and approved by The Villages of Southern Oaks DRC including the following:

   i. Project "Welcome" signs

   ii. Primary entry wall features and signage

   iii. Secondary entry wall features and identification signage

   iv. Directional signage

   v. Occupant identification signs

   vi. The Villages of Southern Oaks is exempt from the City's sign ordinance and shall be consistent with signage criteria located within the existing Villages development.

j. The Villages of Southern Oaks is exempt from the City's noise ordinance provided notice is given to the City in instances that may violate said ordinance.

k. All Project lighting shall be designed to meet the guidelines established by the Illumination Engineer's Society of North America to provide safe lighting levels.

B. RESIDENTIAL AND NON-RESIDENTIAL

1) Single Family Detached Residential

a. Minimum lot depth shall be 50 feet.

b. Minimum lot width shall be 30 feet.

c. Minimum front setback shall be zero feet with a minimum of 50 feet between structures (face of structure to face of structure)

d. Minimum side yard setback: zero feet

e. Minimum rear yard setback: zero feet

f. Building separation shall be permitted at a minimum of 10 feet between structures.

g. No limitation on maximum lot coverage shall apply.

h. All setbacks shall be measured from the foundation or wall; however, eaves, roof overhangs, pilasters, and similar architectural features may protrude two (2) feet into a required setback. Air conditioning units, swimming pool filter pumps, patios, door stoops, steps, sidewalks and similar features shall not be considered as encroachments into setbacks.

i. Minimum setback from contiguous property not within the Property: 10 feet except that such setbacks shall not apply to what is generally known as signs, sign towers, walls and other similar entry features and parking.

j. Minimum setback to property owned by Developer: zero feet. Minimum setback to County or City collector, minor collector, or arterial road: 20 feet from road right of way (ROW). Minimum setback for State Roads: 20 feet from road ROW except that such setbacks shall not apply to what is generally known as signs, sign towers, walls and other similar entry features and parking.

k. Minimum one (1) car parking shall be provided per residential unit. One (1) car garage requires a setback of 17' from the face of the garage to the right of way. A two (2) car garage requires a setback of 10' from the face of the garage to the right of way.

2) Multi-Family Residential

a. Residential lot building setbacks for townhomes, apartments, ALF/ILF, condominiums, or other similar uses.

i. Minimum front setback: zero feet.

ii. Minimum side and rear yard setback: zero feet.

iii. Building separation shall be permitted at a minimum of 10 feet between structures.

b. No limitation on maximum lot coverage shall apply. Maximum building height is 50 feet unless adequate fire protection is provided.

3) Commercial, Office and Industrial

a. Maximum building height is 50 feet unless adequate fire protection is provided.

b. No minimum lot size is required.

c. No minimum lot width is required.

d. No limitation on maximum lot coverage shall apply.

e. Non-Residential Building setbacks:

i. Minimum front setback: zero feet.

ii. Minimum setback from contiguous property not within the Property: 10 feet except that such setbacks shall not apply to what is generally known as signs, sign towers, walls and other similar entry features and parking.

iii. Minimum setback to property owned by Developer: zero feet. Minimum setback to County or City collector, minor collector, or arterial road: 20 feet from road ROW. Minimum setback to State Roads: 20 feet from road ROW except that such setbacks shall not apply to what is generally known as signs, sign towers, wall and other similar entry features and parking.

f. City of Wildwood Commercial Design District Standards: Due to the size of the Project and the undetermined locations of all non-residential areas, the City of Wildwood

Design District Standards are not required. However, the proposed non-residential areas shall be designed in a manner consistent with other non-residential areas within the existing Villages development.

g. Food trucks are allowed within non-residential uses as a permanent use.

h. Platting is not required for the development of non-residential property for transfer of single or multiple lot parcels; however, from time to time, as portions of the non-residential property are developed, the Developer or Owner may seek approval of a plat from the City which identifies lots, parcels, tracts, roadways, parking areas and stormwater systems which may be dedicated or conveyed to public entities or to remain in fee simple ownership.

4) Amenity/Recreational

a. Minimum front yard setback shall be zero feet.

b. Minimum side and rear yard setback: zero feet.

c. Building separation shall be permitted at a minimum of 10 feet between structures.

d. No limitation on maximum lot coverage shall apply.

e. Maximum building height is 50 feet unless adequate fire protection is provided.

f. Minimum setback to property owned by Developer: zero feet. Minimum setback to County or City collector, minor collector, or arterial road: 20 feet from road ROW. Minimum setback to State Roads: 20 feet from road ROW except that such setbacks shall not apply to what is generally known as signs, sign towers, wall and other similar entry features and parking.

5) Cell Towers

a. Towers and wireless communication services shall have a setback of one half the height of the tower except those towers designed to collapse upon themselves.

6) Water Towers

a. Water towers shall have a setback of one half the height of the tower except those towers designed to collapse upon themselves.

7) Mining within the Project will comply with section 3.20 of the City LDR.

C. RECREATIONAL VEHICLE DEVELOPMENT

1) Purpose

The purpose of this section, applying to Recreational Vehicle Developments (RVD), is to provide an environment in which recreational vehicles or dwellings may be located to enhance the enjoyment of leisure time activities and to provide a means whereby the use

occurring upon the land will be made more compatible with the surrounding properties. The following provisions shall apply to RVDs permitted by this Code.

2) Definition

An RVD shall include a parcel of land under unified management which has been planned, designed, and constructed for the placement of units for short-term, long-term, or permanent occupancy for recreational purposes.

3) A recreational vehicle (RV) shall include:

a. Travel trailer - A vehicular, portable structure built on a chassis, designed as temporary living quarters for travel, recreation and vacation. This includes, but is not limited to: bumper pull, 5th wheel, sport utility, and various styles as pulled by a vehicle.

b. Truck camper - A structure designed to be mounted on a truck chassis for use as temporary living quarters for travel, recreation, and vacation.

c. Motor home - Constructed on a commercial truck chassis, a specially designed motor vehicle chassis, or a commercial bus chassis.

d. Camping trailer - A canvas or other collapsible folding structure, such as pop-up, or tent trailer, mounted on wheels, designed as temporary living quarters for travel, recreation, and vacation use.

e. Park model (or park trailer) - A transportable unit which has a body width not exceeding 14 feet which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. Units constructed to ANAI A-19.5 shall not exceed 399 square feet. Units constructed to the U.S. Department of Housing and Urban Development standard shall not exceed 500 square feet. All measurements are to be taken along the exterior when in a setup mode. All "park trailers" must be set up and anchored as established by the Florida Building Code.

f. Houseboat - A houseboat is a boat that has been designed or modified to be used primarily as a functional dwelling. Houseboats may or may not be motorized, and can be permanently moored to a fixed point attached to the land.

4) A recreational dwelling shall include:

a. Cabin - A cabin is a small, permanent structure of no more than 1500 square feet designed to provide lodging in a recreational area.

b. Tiny house - A tiny house is a small, permanent structure of no more than 500 square feet designed to provide lodging in a recreational area.

c. Glamping dwelling - A glamping dwelling may include, but is not limited to, a permanent or semi-permanent structure with a membranous exterior that may or may not be connected to utilities, but is securely fastened to the ground.

d. Tree house - An elevated, permanent platform structure used for lodging in a recreation area when connected to utilities necessary for operation of installed fixtures and appliances in or around treed areas.

e. Hill House - A permanent structure set at or just below earth plain used for lodging in a recreation area when connected to utilities necessary for operation of installed fixtures and appliances and cover with earth.

5) Permit Process

a. RVDs must go through the site plan approval process in this code.

b. RVDs where units will be sold must also follow the Record Plat process.

6) General provisions

a. RVDs shall be classified as a tourism-oriented mixed use development, with a combination of residential, commercial, and support uses in the ARD zoning district.

b. As a condition of the site plan approval, the following uses may be permitted, but not limited to: commercial and non-commercial, recreation facilities (such as pavilions, sports courts, gathering spaces and structures, etc.), entertainment facilities, park offices, maintenance facilities, dumping stations, toilets, showers, laundry facilities, tourist-oriented retail developments, such as: retail sales establishments, personal service establishments, food service establishments with or without alcohol sales, child care centers, RV model units, or sales and service establishments, mobile home, single family detached or attached dwelling, enclosed storage structures and storage garage facilities. No such structures shall be located within any required setback, any required perimeter buffer, or any utility or drainage easement.

i. Such uses shall be conducted for the convenience of the occupants and guests of the RVD, and the public;

ii. Such retail establishments may be oriented to the interior or exterior of the RVD.

7) Specific provisions

a. All RVDs shall contain a minimum of 10 acres.

b. There shall be a building setback of 10 feet from any road right-of-way for any commercial building or accessory building.

c. Property adjacent to federal, state, or county highways shall maintain a minimum building setback of 20 feet from the highway right-of-way for any structure or RV. The minimum building setback for property adjacent to interior roads is 10 feet.

d. All RVs and additions shall have no side or rear setback, but must maintain 10 feet of building/RV separation.

e. A well-maintained, landscaped buffer of at least five feet is required around the perimeter of the RVD.

f. There is no minimum lot size, lot width, or lot depth.

g. The density of 30 lots per acre may not be exceeded.

h. Internal roadways must have a minimum width of 12 feet for one-way drives or 24 feet for two-way drives.

i. Adequate trash disposal facilities or services shall be provided with easy access from each site.

j. Each lot shall be identified by a marker clearly visible at a minimum distance of 20 feet.

k. All structures, additions, and attachments located in the RVD must be constructed to meet standard building codes. Such additions and attachments shall include, but are not limited to: carports, storage sheds, cabanas, screen rooms, pull-out or tip-out units, skirting and awnings, pergolas, gazebos, and shall be permitted, except as qualified below:

   i. No such addition or attachment shall be attached to any RV having a vehicular body length less than twenty feet.

   ii. Additions and attachments may be designed to be removable. They may be attached to the RV and parking or patio pad.

   iii. No such addition or attachment shall be located within any setback, any perimeter buffer of the RVD, or any utility or drainage easement.

   iv. Additions or attachments may be connected to utilities, including, but not limited to: sewer, water, electric, and gas.

   v. All additions and attachments must be properly permitted as required by state and local law.

l. All "park trailers" or "park models" shall be required to obtain permits prior to set-up or connection to utilities, as pursuant to this code.

D. ROADWAYS AND PARKING

The concept for the local street system is a "soft" grid of curving streets. The geometry creates a unique neighborhood identity, relates to the existing land forms, provides for a more pedestrian-friendly environment, and improves street vistas. This Project is not required to provide any connectivity (vehicular or pedestrian) to any adjacent property or project.

1) Gated Access

The access points to the Project may be gated with resident-only gates by the Developer or its successors or assigns. All gates will open with a push button system allowing vehicular traffic to enter the project. All gates will allow public access.

2) Local Street Network

Project roadways shall meet the following minimum criteria which are clarifications and/or extensions of the regulations and requirements contained in the LDR.

a. Pavement radii for residential streets, including those connecting to collector roadways, shall be 25 feet. ROW radii for residential streets shall be 20 feet. Minimum ROW may be 35 feet for all local and collector streets.

b. Minimum intersection separation shall be 100 feet.

c. There are no restrictions on the placement of residential driveways near intersections. However, residential driveways shall be placed on the minor street. Driveways shall be placed consistent with previous developments with The Villages.

   Driveway permits will not be required to be submitted with each residence within the project. All residential driveways will comply with The Villages Construction & Development Manual, as amended.

d. Roadways, except as otherwise stated in this Agreement, will be designed and classified based on the LDRs and as approved by the City Engineer.

e. The Project is not required to provide sidewalks on streets. A multimodal and/or shared use path shall be provided within the Project.

f. Pavers may be installed at crosswalks, entrance features, or other areas, within the right-of-way, to enhance the Project.

g. Stop signs on local streets may be 24" in size.

h. Villa type home products shall not require a turnaround for up to 750 feet.

3) Commercial Roadway Projects

Non-publicly dedicated roadways may be constructed from time to time pursuant to individual site plan approval without the need for platting. The layout for roadways within the property shall be depicted and approved on an individual basis. No minimum road centerline gradient is required where roadway drainage is provided that will prevent excess buildup of stormwater runoff and protect the public safety.

4) Golf Carts

Golf carts that meet the minimum equipment standards established by Florida State Statutes are allowed to utilize the roadways within the Project for all roadways signed 30 miles per hour or less and can operate between sunrise and sunset.

Golf carts that meet the minimum equipment standards established by Florida State Statutes and are equipped with additional equipment which includes headlights, brake lights, turn signals, a windshield, and reflective devices on the sides of the golf cart that could include reflective tape, are allowed to utilize the roadways within the Project for all roadways signed 30 miles per hour or less and can operate at any time day or night.

Golf cart access to or from city streets or multimodal paths outside the Project are not required and are prohibited unless explicitly approved by the Developer or its successors or assigns.

5) Road Right of Way

All roadways and road ROW will be dedicated to the City. The City will maintain all improvements within the ROW which include, but are not limited to, pavement, pavers, bridges, underground City-owned pipe utilities, storm drains, sidewalks, curbing, all street lights, traffic signals, and all required Manual on Uniform Traffic Control Devices (MUTCD) street signs. Tracts, Easements and other similar areas that are adjacent to the ROW can be combined with the ROW to meet minimum ROW width criteria. Local streets may have a 35' ROW with curbing being optional.

6) Existing Road Right of Way

The City will work with Developer to abandon/vacate existing ROW within the Project when necessary such as when ROW is deemed not needed by the Parties, never served as a road, or will no longer serve as a road due to proposed development.

7) Stormwater Management Systems

Except for those stormwater management systems within the City's right-of-way, the City shall have no obligation for the maintenance of stormwater management systems, and the Developer, or its assignees, hereby assumes maintenance of all improvements.

8) Parking Requirements

Parking within the project will be provided as detailed below:

Nonresidential Land Use	Required Parking Spaces Per Indicated Areas
1. Bowling Alley	3.0 Per lane
2. Church/Synagogue	1.0 Per 3 seats
3. Fiduciary Institutions	1.0 Per 300 sq.ft GFA
4. Hotel	1.1 per sleeping room or rental unit
5. Industrial	1.0 Per 750 sq.ft GFA
6. Manufacturing	1.0 Per 750 sq.ft. GFA devoted to manufacturing
7. Medical Center	1.0 Per 250 sq.ft GFA
8. Assisted Living/Skilled Nursing Facility/Memory Care	1.0 Per 4 beds

9. Independent Living Facility	To be determined by specific occupancy
10. Nightclub/Bar	1.0 Per 2.5 seats
11. Offices	3.0 Per 1,000 sq. ft GFA
12. Restaurant and Fast Food Establishment	1.0 Per 125 sq.ft of gross leasable area or 1.0 Per 2.5 seats, whichever is greater
13. Commercial or general retail independently located	1.0 Per 250 sq. ft of gross leasable area
14. Golf Driving Range	1.0 space per tee
15. Recreational Use	To be determined by specific occupancy
16. Public/Institutional Use	To be determined by specific occupancy
17. Mixed Use Shopping Center	
Under 400,000 sq. ft. GLA	3.5 Per 1,000 sq. ft. GLA
Over 400,000 sq.ft. GLA	3.0 Per 1,000 sq.ft. GLA
18. Storage areas	1.0 Per 2,000 sq.ft. GLA
19. Theater	1.0 Per 4 seats
20. Multi-Family	1.5 Per unit
21. Warehouse	1.0 Per 3,000 sq. ft. GFA

a. Habitable Building Area shall not include stairways, alcoves, elevator and elevator shafts, mechanical closets and similar areas of a building. Parking within the Project shall be measured on an aggregate basis, and at the time of site plan submittal, the owner shall also supply documentation indicating that sufficient parking is currently provided, or will be constructed, pursuant to the Project depicted in the site plan.

b. Once a structure has been constructed and parking provided pursuant to the requirements set forth in this Agreement, any subsequent reconstruction of the building not increasing the square footage of Habitable Building Area will not be required to document or comply with any parking requirement.

c. Parking areas may be used as loading and unloading zones without striping or demarcation.

d. On-street parallel parking may be constructed with a width of eight feet.

e. Historical parking criteria can be used to modify the parking requirements and shall be approved by The Villages of Southern Oaks DRC.

f. No approval from the City of Wildwood is required to modify parking criteria within The Villages of Southern Oaks and shared parking is permitted.

g. Any proposed use not found within this section shall defer to The Villages of Southern Oaks DRC.

E. OPEN SPACE, LANDSCAPE DESIGN, AND BUFFERS

1) Open Space

The Project shall maintain a minimum of 25% open space consistent with the City's Comprehensive Plan. Open space shall include at a minimum passive and active recreational uses, buffers, stormwater ponds, recreation centers, wetlands/ other conservation areas, golf courses, parks, trails, and other easements/ tracts. A community development district (CDD), homeowner's association (HOA), property owners association (POA), or other private entity, must maintain all such elements unless such elements are dedicated to the public and such maintenance shall be determined by separate agreement of such dedication. Open space shall not include ROW (public or private), yards, or lots of record per plat, driveways, off-street parking areas, or other impervious surface areas that do not meet the criteria. Open space areas will be assigned within the Project as a whole, regardless of phase.

2) Landscape Design Objectives

The overall objective of landscape design in the Project is to create a unique and instantly recognizable setting with a consistent sense of design character for the various uses, facilities, and common areas within the community. The landscape treatment may vary in character based on the specific architectural design. The scale and extent of the landscaping will reflect that of the building, site, and setting, as well as that of other sites in the vicinity. The consistency of the landscaping is intended to add an image of quality to the community and to unite the various uses and facilities within the Project through consistency of materials and continuity of design.

The design of all landscaping and irrigation within the community will occur via a review and approval process administrated by the DRC. Therefore, individual landscape plans are not required to be submitted to the City. However, the City acknowledges the level of landscaping shall remain substantially consistent with other projects within Villages developments in the City of Wildwood, including The Villages of Wildwood, Village of Fenney, and The Villages of Southern Oaks.

For optimum creativity and quality, this process must be somewhat subjective, thus a limited amount of specific criteria can be cited herein. The design effect will be defined and perpetuated by completed areas within the community as they are built. The DRC will require the same design approach for all subsequent facilities in the project, including outparcels developed by others.

3) Buffer Requirements

a. The Project shall include a 20-foot perimeter landscape buffer easement/ tract along the boundary lines. Where landscaped open space, recreation, golf, wetlands, upland buffers, or other conservation areas are located along the property boundary, no perimeter landscape buffer is required. No perimeter buffer shall be required for portions of the property that are adjacent to compatible uses being constructed by the same developer.

b. The 20-foot perimeter landscape buffer may be reduced to zero feet if an approximate six-foot high wall or opaque fence is installed, for which no landscaping is required. Walls or opaque fences may be constructed within project setbacks.

c. No onsite landscape buffer shall be required between internal parcels or uses. No landscape buffers shall be required along perimeters of the Project abutting properties not owned by the Developer with similar land uses.

d. Stormwater ponds, existing topographic depressions, grading, and compensating storage areas shall be allowed within the perimeter landscape buffer.

e. Where 20-foot perimeter landscape buffer is required on residential home sites, the landscape, wall/fence and irrigation shall be installed with each home construction.

4) Maintenance of Common Areas

Maintenance and repair of structures, lawn mowing, and landscaping maintenance of all common areas within the Project shall be owned and maintained by the POA, HOA and/or a CDD, at no cost or obligation to the City. The Developer/ owner shall create guidelines for the maintenance of common areas.

F. POTABLE WATER, SANITARY SEWER, EFFLUENT AND IRRIGATION

1) Potable Water, Sanitary Sewer and Effluent Disposal

The potable water, sanitary sewer and effluent disposal system shall be designed to meet the applicable utility provider's specifications. Additionally, the City acknowledges that the non-city utility may utilize portions of the public stormwater conveyance system to transfer captured stormwater and re-use water as defined by FDEP within the interconnected stormwater basin system via gravity flow and pressure pipe to improve water conservation.

2) Irrigation

The irrigation system shall be designed to meet the applicable utility provider's specifications including not required for specific housing projects.

EXHIBIT 9

VOSO APPLICATIONS

City of Wildwood, Florida
Development Services Department
100 N. Main St., Wildwood, FL 34785
Tel: 352.330.1334 Fax: 352.330.1338
www.wildwood-fl.gov

Staff Use Only

Case No.: _____

Fee Paid: _____

Receipt No.: _____

VOSO - Master Plan Application

Contact Information:

Applicant Name: _____ Phone: _____

Address: _____ E-mail: _____

Owner Name: _____ Phone: _____

Address: _____ E-mail: _____

Engineer Name: _____ Phone: _____

Address: _____ E-mail: _____

Property and Project Information:

PROJECT NAME*: _____

*A project name is required for all submissions. Please choose a unique name for your project.

List Parcel Number(s): _____

Required Submittal Items: All submittals require an electronic copy with all below materials submitted in PDF format.
Note: All electronic files MUST be numbered and labeled as shown above. Failure to include the above supporting documentation will delay processing of your application package.

***Master Plan Application Fee - $2,000, 3rd & subsequent resubmittals - $1,000 each**

- ☐ A.0 Master Plan Application*
- ☐ A.1 Property Card Printout (Include Parcel ID)
- ☐ A.2 Current Deed
- ☐ A.3 Aerial Photo / FEMA**
- ☐ A.5 Legal Description (Microsoft Word format) Master Plan Parcel
- ☐ A.6 Authorized Agent Form (as necessary)
- ☐ B.1 Master Plan, 24" x 36"
- ☐ B.2 Sketch & Description Master Plan Parcel
- ☐ B.2 Boundary Survey Parent Parcel

****Note:** All maps are required to depict adjacent properties at a minimum. Failure to provide adequate maps may delay the application process. Most maps are accessible through the Interactive Map at https://www. sumtercountyfl.gov/105/GIS. Legal descriptions **MUST** be Microsoft Word format and must comprise the **ENTIRE** development.

Please describe your request in detail: _____

_____

_____

Required Documents & Fees

Attached to this application is a list of **REQUIRED** data, documents and forms for each application type as well as the adopted fee schedule. These items must be included when submitting the application package. Failure to include the supporting data will deem your application package **INCOMPLETE** and will not be processed for review. Per Sec. 14-3 of the Wildwood Code of Ordinances, all charges for engineering plan review, site inspections/visits, and other engineering services deemed necessary shall be paid by the developer at cost.

Signature: _____ Print Name: _____ Date: _____

If application is being submitted by any person other than the legal owner(s) of the property, the applicant must provide a notarized Authorized Agent form (available on the City's Website) from the owner to submit application.

City of Wildwood, Florida
Development Services Department
100 N. Main St., Wildwood, FL 34785
Tel: 352.330.1334 Fax: 352.330.1338
www.wildwood-fl.gov

Staff Use Only

Case No.: _____

Fee Paid: _____

Receipt No.: _____

VOSO - Site Plan Application

Contact Information:

Applicant Name: _____ Phone: _____

Address: _____ E-mail: _____

Owner Name: _____ Phone: _____

Address: _____ E-mail: _____

Engineer Name: _____ Phone: _____

Address: _____ E-mail: _____

Property and Project Information:

PROJECT NAME*: _____

*A project name is required for all submissions. Please choose a unique name for your project.

List Parcel Number(s): _____

Required Submittal Items: All submittals require an electronic copy with all below materials submitted in PDF format.
Note: All electronic files MUST be numbered and labeled as shown above. Failure to include the above supporting documentation will delay processing of your application package.

***Site Plan Application Fee - $2,000, 3rd & subsequent resubmittals - $1,000 each**

- ☐ A.0 Site Plan Application*
- ☐ A.3 Aerial Photo/FEMA**
- ☐ A.6 Legal Description (Word format)
- ☐ A.7 Authorized Agent Form, if applicable
- ☐ B.2 Two (2) Sets of Plans, 24" x 36" C.4
- ☐ Stormwater Calculations (as applicable)

****Note:** All maps are required to depict adjacent properties at a minimum. Failure to provide adequate maps may delay the application process. Most maps are accessible through the Interactive Map at https://www.sumtercountyfl.gov/105/GIS. Legal descriptions **MUST** be Microsoft Word format and must comprise the **ENTIRE** development.

Please describe your request in detail: _____

_____

_____

Required Documents & Fees

Attached to this application is a list of **REQUIRED** data, documents and forms for each application type as well as the adopted fee schedule. These items must be included when submitting the application package. Failure to include the supporting data will deem your application package **INCOMPLETE** and will not be processed for review. Per Sec. 14-3 of the Wildwood Code of Ordinances, all charges for engineering plan review, site inspections/visits, and other engineering services deemed necessary shall be paid by the developer at cost.

Signature: _____ Print Name: _____ Date: _____

City of Wildwood, Florida
Development Services Department
100 N. Main St., Wildwood, FL 34785
Tel: 352.330.1334 Fax: 352.330.1338
www.wildwood-fl.gov

Staff Use Only

Case No.: _____

Fee Paid: _____

Receipt No.: _____

VOSO - Subdivision Improvement Plan Application

Contact Information:

Applicant Name: _____ Phone: _____

Address: _____ E-mail: _____

Owner Name: _____ Phone: _____

Address: _____ E-mail: _____

Engineer Name: _____ Phone: _____

Address: _____ E-mail: _____

Property and Project Information:

PROJECT NAME*: _____

*A project name is required for all submissions. Please choose a unique name for your project.

List Parcel Number(s): _____

Required Submittal Items: All submittals require an electronic copy with all below materials submitted in PDF format.
Note: All electronic files MUST be numbered and labeled as shown above. Failure to include the above supporting documentation will delay processing of your application package.

***Improvement Plan Application Fee - $1,075, 3rd & subsequent resubmittals - $537.50 each**

- ☐ A.0 Improvement Plan Application*
- ☐ A.3 Aerial Photo/FEMA**
- ☐ A.6 Legal Description (Word Format)
- ☐ A.7 Authorized Agent Form, if applicable
- ☐ B.2 Plan Set, 24" x 36" (Also Provide Two (2) Hard Copies)
- ☐ C.4 Stormwater Calculations (as applicable)

****Note:** All maps are required to depict adjacent properties at a minimum. Failure to provide adequate maps may delay the application process. Most maps are accessible through the Interactive Map at https://www.sumtercountyfl.gov/105/GIS. Legal descriptions **MUST** be Microsoft Word format and must comprise the **ENTIRE** development.

Please describe your request in detail: _____

_____

_____

Required Documents & Fees

Attached to this application is a list of **REQUIRED** data, documents and forms for each application type as well as the adopted fee schedule. These items must be included when submitting the application package. Failure to include the supporting data will deem your application package **INCOMPLETE** and will not be processed for review. Per Sec. 14-3 of the Wildwood Code of Ordinances, all charges for engineering plan review, site inspections/visits, and other engineering services deemed necessary shall be paid by the developer at cost.

Signature: _____ Print Name: _____ Date: _____

City of Wildwood, Florida
Development Services Department
100 N. Main St., Wildwood, FL 34785
Tel: 352.330.1334 Fax: 352.330.1338
www.wildwood-fl.gov

Staff Use Only

Case No.: _____

Fee Paid: _____

Receipt No.: _____

VOSO - Subdivision Final Plat Application

Contact Information:

Applicant Name: _____ Phone: _____

Address: _____ E-mail: _____

Owner Name: _____ Phone: _____

Address: _____ E-mail: _____

Surveyor Name: _____ Phone: _____

Address: _____ E-mail: _____

Property and Project Information:

PROJECT NAME*: _____

*A project name is required for all submissions. Please choose a unique name for your project.

List Parcel Number(s): _____

Required Submittal Items: All submittals require an electronic copy with all below materials submitted in PDF format.
Note: All electronic files MUST be numbered and labeled as shown above. Failure to include the above supporting documentation will delay processing of your application package.

***Final Plat Application Fee - $700, 3rd & subsequent resubmittals - $350 each**

- ☐ A.0 Final Plat Application*
- ☐ A.3 Aerial Photo/Location Map**
- ☐ A.6 Legal Description (Microsoft Word format)
- ☐ A.7 Signed, Notarized Authorized Agent Form If applicable
- ☐ B.1 Signed and Sealed Boundary Survey
- ☐ B.2 Plan Set, 24" x 30"
- ☐ E.2 Declaration, Covenants & Restrictions
- ☐ E.3 Title Certificate

****Note:** All maps are required to depict adjacent properties at a minimum. Failure to provide adequate maps may delay the application process. Most maps are accessible through the Interactive Map at https://www.sumtercountyfl.gov/105/GIS. Legal descriptions **MUST** be Microsoft Word format and must comprise the **ENTIRE** development.

Please describe your request in detail: _____

_____

_____

Required Documents & Fees

Attached to this application is a list of **REQUIRED** data, documents and forms for each application type as well as the adopted fee schedule. These items must be included when submitting the application package. Failure to include the supporting data will deem your application package **INCOMPLETE** and will not be processed for review. Per Sec. 14-3 of the Wildwood Code of Ordinances, all charges for engineering plan review, site inspections/visits, and other engineering services deemed necessary shall be paid by the developer at cost.

Signature: _____ Print Name: _____ Date: _____

City of Wildwood, Florida
Development Services Department
100 N. Main St., Wildwood, FL 34785
Tel: 352.330.1334 Fax: 352.330.1338
www.wildwood-fl.gov

VOSO- Record Drawing Clearance Procedures

Date:_____

Project Name:_____

The following items are required to be submitted to the City in one complete package:

- ☐ One (1) ORIGINAL Engineering of Record Certification of Completion on City of Wildwood form
- ☐ One (1) COPY of above Engineering of Record Certification of Completion
- ☐ Four (4) hard copies of sealed Record Drawings.
- ☐ Two (2) hard copies of all sealed original material testing lab reports.
- ☐ Two (2) hard copies of FDEP final clearance acceptance for potable water and sanitary sewer system, if applicable
- ☐ Two (2) CD copies of all above materials

Following review of the above items by the City Engineer, the City Engineer will review for completeness. Once the above items are found to be acceptable, a field inspection will be conducted by the City Engineer and a final punch list will be issued which must be satisfactorily completed prior to final acceptance of the site improvements.

City of Wildwood, Florida
Development Services Department
100 N. Main St., Wildwood, FL 34785
Tel: 352.330.1334 Fax: 352.330.1338
www.wildwood-fl.gov

VOSO - Final Construction Clearance Procedures

Date:_____

Project Name:_____

Final Acceptance of Site Plans and Subdivisions

The following items are required to be submitted to the City in one complete package:

- ☐ Two (2) hard copies of sealed final as-builts.
- ☐ Two (2) hard copies of certification letter to the City certifying that the constructed stormwater ponds have adequate volume for the project being certified complete.
- ☐ Two (2) hard copies of clearance forms from any other applicable permitting agencies, if possible (FDOT, etc)
- ☐ Two (2) CD copies of all above materials

Note: Please include all of the above checklist items. If any of the items do not apply to your project, please write "N/A" and explain in the notes section below. Failure to submit this checklist with your clearance package will result in a delay in processing.

City of Wildwood, Florida
Development Services Department
100 N. Main St., Wildwood, FL 34785
Tel: 352.330.1334 Fax: 352.330.1338
www.wildwood-fl.gov

VOSO- Engineer's Certification of Satisfactory Completion

City of Wildwood
100 N Main Street
Wildwood, Florida 34785

Project Name:_____

Applicant Name:_____

I hereby certify to the City of Wildwood that the above referenced project has been fully and satisfactorily completed in accordance with the approved plans and permits, and the provisions of the Land Development Code or VOSO Development Agreement.

This Certification is made based on site observations by me and/or others under my responsible charge, review of certified material testing reports, and review of record drawings prepared by a registered engineer.

I am forwarding herewith two (2) copies of the certified material testing reports and four (4) prints of the RECORD DRAWING which shows the improvements as constructed including dimensions and elevations. The RECORD DRAWING has been certified as correctly indicating actual conditions of construction.

By_____

_____
(Typed Name)

Registered Engineer No._____

SEAL REQUIRED

STATE OF FLORIDA
DATE:_____

THE VILLAGES OF SOUTHERN OAKS AREA C
CHAPTER 163 DEVELOPMENT AGREEMENT

This Development Agreement (referred to as the or this "Agreement") made this _____ day of _____, 2022, by and between The Villages Land Company, LLC, a Florida limited liability company, (hereinafter referred to as "VLC"), whose mailing address is 3619 Kiessel Road, The Villages, Florida 32163, and which shall be referred to as "Owner", "Developer" or "Master Developer" as hereafter described) and the City of Wildwood, a Florida municipal corporation whose mailing address is 100 North Main Street, Wildwood, Florida 34785 (hereinafter referred to a "City" or "Wildwood"). The City and VLC may sometimes be referred to collectively herein as the "Parties".

WITNESSETH

WHEREAS, The Villages of Lake-Sumter, Inc., has served as the Developer of The Villages of Sumter Development of Regional Impact (DRI), The Villages of Marion Florida Quality Development (FQD), The Tri-County Villages DRI, The Villages of Fruitland Park DRI, The Villages of Wildwood DRI, The Village of Fenney, The Villages of West Lake and The Villages of Southern Oaks, together commonly known and referred to as "The Villages"; and

WHEREAS, The Villages have been developed as a self-contained age restricted community with amenities and services on site to meet the needs of its residents, including the provision of mixed use town centers and internal multi-use paths to minimize the use of the automobile; and

WHEREAS, The Villages has developed into a well-designed community with a population of over one hundred twenty-five thousand (125,000) with significant recreational opportunities on-site and approximately six million (6,000,000) square feet of non-residential development. This non-residential development has also provided new commercial development that has served and continues to serve the larger Wildwood community and surrounding areas; and

WHEREAS, VLC acquired property in south Wildwood that has been designated as Age Restricted Development (ARD) on the City's Future Land Use Map (FLUM) and is referred to as The Villages of Southern Oaks (hereinafter referred to as the "Project"); and

WHEREAS, the City's comprehensive plan includes Future Land Use Element Policy 1.1.23 which is a site specific policy that establishes development requirements for the Project. Policy 1.1.23 refers to The Villages of Southern Oaks Area C Chapter 163 Development Agreement which is this Agreement; and

WHEREAS, the Project contains mostly vacant lands that are approved for a wide range of urban uses such as commercial, residential, office and medical uses as well as agricultural uses as provided for in the City's FLUM ; and

WHEREAS, VLC has chosen to divide the Project into areas with each area having a separate Chapter 163 Development Agreement with the City. The boundary of Area C is identified in **EXHIBIT 3** (hereinafter referred to as the "Property"). A location map of the Property is attached as **EXHIBIT 3.** The Property is owned by VLC although, in the future, portions of it may be transferred to another entity or subdivided and sold; and

WHEREAS, this Agreement is solely for Area C with a legal description attached as **EXHIBIT 1**; and

WHEREAS, this Agreement is needed to establish standards for how Area C and future areas relate including providing for the transfer of entitlements between the areas as needed; and

WHEREAS, the original agreement for Area C was adopted on February 24, 2020, and a subsequent amendment adopted on October 12, 2020, March 22, 2021, and on July 11, 2022 with each Agreement adopted as an amended and restated agreement, thereby ensuring that all prior Agreements will no longer be in effect; and

WHEREAS, VLC or another entity affiliated with the Owner is anticipating acquiring additional lands within south Wildwood in the future and is seeking with this Agreement to provide a format or template for long-term certainty and predictability of its development endeavors and a process for working with the City; and

WHEREAS, while development plans for the Project are currently only conceptual, it is important to all Parties to (1) establish the procedures under which the development can be conceptually approved so that, at the time of development, development orders and permits may be reviewed and acted on as efficiently and expeditiously as possible; (2) establish procedures that provide for predictability, yet appropriate flexibility to meet market changes during the term of this Agreement; and (3) to provide assurances that the Owner will be able to rely on for the life of this Agreement certain development rights as identified herein; and

WHEREAS, the City and the Owner has agreed on a term of thirty (30) years as sufficient to allow full development of the Property under the authority of the Florida Local Government Development Agreement Act as set out in Section 163.3229, Florida Statutes; and

WHEREAS, Sections 163.3220-163.3243, Florida Statutes, authorizes local governments and developers to enter into certain types of development agreements with long duration of up to 30 years to provide certainty to both parties in terms of current and future process and entitlements under such statutes; and

WHEREAS, the Property, is located in an area which is within a Joint Planning Area with Sumter County in order to plan for future public facilities and coordinate annexations; and

WHEREAS, developing these properties on additional land in a mixed use, compact development pattern connected by internal multi-use paths furthers the City of Wildwood's policies in the south Wildwood area; and

WHEREAS, the Project, is planned to be integrated over time into The Villages but will not be a DRI; and

WHEREAS, this Development Agreement provides a statutory binding template much like a local Development Order. It strengthens the public planning process, encourages sound capital improvement planning and financing and assists in ensuring that adequate capital facilities are in place to address the impacts of development. It also encourages well thought out development and planning to reduce the costs and impacts of development to the citizens of Wildwood; and

WHEREAS, the City and the Owner agree that The Villages should have consistent requirements for its different communities to maintain continuity and to minimize confusion for both the City and The Villages; and

WHEREAS, the City recognizes that The Villages has procedures to address special events and other requirements which are applied through-out the communities and exemptions from the City's Code is warranted; and

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein and other good and valuable consideration, sufficiency and the receipt of which are hereby acknowledged, it is mutually agreed as follows:

I. PURPOSE, AUTHORITY AND LEGAL DESCRIPTION

(A) Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement by reference.

(B) Purpose. The purpose of this Agreement is six-fold.

1) It will provide a binding written agreement between the City and the Owner for the long-term development in order to provide a mutually acceptable process for the City and certainty to the Developer;

2) It will set out for both Parties and the citizens of Wildwood the density, intensity, land uses and processes to be followed for purposes of development;

3) It will approve new development rights and clarify certain development rights or assumptions identified and clarify how the City's land development regulations (LDR's) will apply;

4) It will anticipate and plan for future development to be continuing; and

5) It will establish design standards and a process, both for this development and other development which will take place under the Age Restricted Development (ARD) future land use and zoning category; and

6) It will help ensure consistency and continuity between The Villages communities by providing exemptions from specified provisions in the City's Code.

(C) Authority for Agreement: This Agreement is entered into pursuant to the authority of the Florida Local Government Development Agreement Act which consists of

Sections 163.3220-163.3243, Florida Statutes, the authority under those sections are supplemental and additional to the powers conferred upon local governments by other laws and it encourages sound capital improvement planning and financing, reducing the cost of housing and development and encouraging a commitment to long-term comprehensive planning for a community.

(D) Legal description. The Property subject to this Agreement is shown by a sketch of the Property and legal description which is attached and incorporated as **EXHIBIT 1** and a location map as **EXHIBIT 3.**

II. APPROVED LAND USE AND DEVELOPMENT RIGHTS

(A) Land Use. The City has changed the future land use of the Property to ARD and has also approved ARD zoning. The City has also adopted Future Land Use Element Policy 1.1.23 which is a site specific policy that only applies to the Project. All approvals are in effect.

TABLE 1: AREA C PROJECT ENTITLEMENTS

LAND USE	APPROVED DEVELOPMENT
RESIDENTIAL	16,191 DWELLING UNITS (AGE RESTRICTED)
NON-RESIDENTIAL	2,959,000 SQUARE FEET OF COMMERCIAL/OFFICE 80,000 SQUARE FEET OF OFFICE/GOVERNMENT

(B) Proposed Entitlements, Conversion Matrix.

1) The Table 1 entitlements can be converted to other uses authorized by the ARD future land use and zoning and Future Land Use Policy 1.1.23 utilizing a land use conversion matrix included in **EXHIBIT 2** and a process described by this Agreement.

2) Although not specifically listed above, all uses authorized by the City's comprehensive plan which are permitted within the Project are set out in **EXHIBIT 4**.

3) The VLC is the Master Developer for the Project. As the Master Developer, VLC owns and controls all of the development rights and entitlements within the Project which are identified in Table 1 above for Area C. Any proposed development or improvements to property within the Project requires the prior written approval of the Master Developer, including, but not limited to, use of any entitlements as to any parcel or property within the Project. No new development can occur that reduces VLC's entitlements or Master Developer rights without Master Developer's prior authorization. VLC maintains an accounting of its development entitlements and will provide a copy to the City upon request.

4) VLC may transfer entitlements to and from Area C to any future area within the Project without requiring an amendment to this Agreement. VLC must provide the City notice of at least thirty (30) days in advance of transferring entitlements with no approval required by the City. Table 1 will be revised to reflect the current entitlements once an amendment is proposed to the Agreement.

(C) Future Phases. The development process approved by this Agreement only applies to the legal description attached as **EXHIBIT 1** and, as will be more fully explained later in this Agreement, additional lands cannot be added without going through the statutory process of amending this Agreement or, at the sole option of the Owner, entering into a separate 163 Agreement for future land. Accordingly, in the future, there may be additions of development phases or the additional lands could be added to this Development Agreement by the statutory process developed as a single phase. However, if developed in future phase and/or separate phases, since the real estate is not always contiguous to the Property in Exhibit 1, there will be no aggregation of traffic under the City's LDR for mitigation purposes because all of the development on these lands will not be using the same roadways. If additional lands are added, either through an amendment to this Agreement or at the election of the Developer, a new development agreement, the Developer will provide the required public notices and direct notices to affected individuals and will provide density, intensity, use and any infrastructure known to be needed at the time, as required by the statutes. However, nothing contained in this paragraph or this Agreement shall be construed as requiring the City to adopt any amendment to this 163 Agreement or to adopt any separate 163 Agreements.

III. LAND USES AND APPROVED DEVELOPMENT RIGHTS AND ASSUMPTIONS

(A) Permitted Uses, Density and Intensity

1) Uses Permitted in Project. The Project is approved for the uses permitted in ARD land use and zoning category and Future Land Use Policy 1.1.23 as identified in **EXHIBIT 4**, including all permitted accessory uses. The maximum residential density in the ARD is 30 units per acre with no minimum density and the maximum intensity is 0.5 FAR, except for the Town Center and Medical Campus which is 3.0 FAR. ARD is a mixed use category which must meet the minimum and maximum percentages identified in the Future Land Use Element Policy 1.1.22 of the City's plan.

2) Agricultural. The Property has historically been used for agricultural activities and the Developer may pursue bona fide agricultural and silvicultural uses on the Property unless all permits and approvals necessary for a portion of the Agreement are within an approved Site Plan. For purposes of this Agreement, Site Plan is defined as either a non-agricultural site plan approval or a residential improvement plan approval from the City. There may be numerous Site Plans on the Property so if a Residential or Non-Agricultural Site Plan is approved for one area, agricultural use will stop in that area but may continue in others without approved Site Plans.

3) Mining. Mining is permitted pursuant to Section 3.20 of the City's Land Development Regulations.

4) Additional Land Uses. Additional land uses other than those permitted under the comprehensive plan require approval by the City through an amendment to the City's comprehensive plan. No amendment to this Agreement will be required to implement those uses so long as the additional land uses were approved through the comprehensive plan amendment process.

5) Towers and Wireless Communication Services. Towers and Wireless Communication Services (including cell and wireless communication towers) are a permitted use within the Property and are thus exempt from requiring a Special Exception Use and exempt from the requirements in Section 3.9 (E)(18) of the City of Wildwood Land Development Regulations. Towers and wireless communication services adjacent to external residential zoned properties shall have a setback of one half the height of the tower except those towers designed to collapse upon themselves. Collapsing towers and those towers not adjacent to external residential zoned properties shall comply with the setback and buffering provisions contained in **EXHIBIT 8**.

6) Alcoholic Beverages. The sale and consumption of alcoholic beverages is permitted within the Property. The Property is exempt from Section 4-5(a) of the City of Wildwood Code of Ordinances. All non-residential areas and uses, recreational areas and uses, and areas of mixed use shall be exempt from Section 4-2(a) of the City of Wildwood Code of Ordinances. However, streets dedicated to the City, sidewalks dedicated to the City, alleys dedicated to the City, and City owned public parks shall not be exempt from Section 4-2(a). This exemption shall not exempt the sale and consumption of alcoholic beverages from complying with the alcoholic beverage laws of the State of Florida.

IV. PROJECT INFRASTRUCTURE FACILITIES AND UTILITIES

(A) Transportation

1) Traffic Generation/Analysis. Based on the traffic impact study methodology approved by the City, the traffic consulting firm of Kimley-Horn & Associates has conducted a transportation analysis for the amount of development approved in **TABLE 1**. The result of the Kimley-Horn & Associates analysis was that no new off-site transportation improvements are needed for local roads for the time period and development scenario analyzed. The traffic analysis is attached as **EXHIBIT 6**.

2) Traffic Assumptions. The City agrees that Developer may use the following transportation assumptions when conducting a traffic analysis for development within the Property:

a) Developer may rely upon both the 2005 Origin and Destination Survey Summary Report and the 2008 Origin and Destination Summary Report of Non-Residential Travel Characteristics Study performed by Kimley-Horn & Associates and approved by FDOT for The Villages DRI's. Those assumptions provided a high community capture rate, given the mixed use nature of the development, the roadways and non-vehicular connections and the age restricted nature of the development with less persons per household and fewer work trips.

b) Developer may assume that the City will permit Developer in the future to assume the amount of development identified in **TABLE 1** is approved 12,417 PM peak hour trips.

3) Traffic Conversion to Other Land Uses. Developer may convert development entitlements depicted in **TABLE 1** to other uses approved in the City's comprehensive plan, only so long as the total trips generated do not exceed the trips permitted in **TABLE 1**. Attached and incorporated as **EXHIBIT 2** is a Land Use Conversion Table (the "Conversion Table") identifying the trip equivalency for each land use permitted. No amendment to this Agreement is required in order to utilize the Conversion Table. Developer must provide the City notice of at least thirty (30) days in advance of using the Conversion Table with no approval required by the City.

4) New Traffic Analysis. If Developer proposes new additional development entitlements within this Property [excluding transfers pursuant to Section II (B) 4. of this Agreement and conversions pursuant to Section IV (A) 3. of this Agreement], it will be required to provide a new traffic analysis or demonstrate to the City's satisfaction that a new traffic analysis is not required. Such additional new entitlements on the Property subject to this Agreement will be treated as aggregable for traffic mitigation proposed pursuant to Section 1.17 of the City's LDR's.

5) Transportation Modes. Developer will provide within the Project (or outside of the Project but within The Villages, as needed) multi-use paths, lanes and connectivity bridges and tunnels consistent with those at The Villages' DRI's in order to provide interconnectivity for golf carts and other modes of transportation for the purpose of reducing reliance on automobiles.

6) Developer acknowledges that development on the Property will be subject to Sumter County's impact fee ordinances and also any agreements entered into between Developer and the County for credits against such ordinances.

(B) Potable Water and Sanitary Sewer Service

1) An affiliate of Developer and the City have entered into a separate Utility Franchise Agreement in order to address provision of potable water and sanitary sewer services to the Project. That Agreement is attached as **EXHIBIT 7** but is not incorporated into this Agreement, so that the Parties may agree on changes to it over time and not have to amend this Agreement.

(C) Solid Waste Service

1) Solid Waste service will be provided by an affiliate of Developer pursuant to a franchise agreement between such affiliated party and the City. Such Agreement will be included in the file but will not be incorporated into this Agreement so that the Parties can agree on a change without having to amend this Agreement.

(D) Availability of Infrastructure

1) Necessary potable water and sanitary sewer, neighborhood streets, gas lines, power, phone, fiber and cable, as well as any new facilities required to service the same, shall be constructed or installed so as to be available concurrent with the development which is served by it.

(E) Public School Impacts

1) The Developer must at the time of development for any non-age restricted dwelling units created within the Project coordinate with the Sumter County School Board to address school capacity.

V. GENERAL REQUIREMENTS AND DESIGN CRITERIA

The general requirements and design criteria covering the Property are attached and incorporated as **EXHIBIT 8**. The Project shall adhere to the design standards contained within the Agreement, the Project's Standard Detail Manual and the City's LDR's amended October 14, 2019 (Water, Sewer, and Miscellaneous Details). A Standard Detail Manual will be provided to the City for review and approval. The manual will serve as a guide for purposes of development and include those requirements of **EXHIBIT 8.**

(A) Permitting, Construction, and Reconstruction of Buildings

1) Project Approval Process. The Developer shall submit a master development plan that generally shows the intended development including roadways, amenities, ponds, buffers and neighborhoods for each phase of development. The master development plan shall be submitted to the City and go through the Project Review Committee (PRC), Planning and Zoning and City Commission process to obtain approval. Once the master development plan has been approved, all projects within the boundary of the master development plan only require PRC approval. Alteration of land, grading, mass grading and/or stormwater earthwork projects do not require a permit from the City. Mass grading and/or stormwater earthworks shall be defined as excavation and filling on the Project on a large scale over a large area to achieve final grades as established by the engineer of record and as approved by SWFWMD. Generating large quantities of soil via deep excavation and temporary stockpiling the material is an approved use. A copy of the SWFWMD permit shall be provided to the City once obtained. For improvement plans, site plans and plats which are included within an approved master plan, the Development Services Director or assignee shall have the option to review, approve and/or comment without going through the PRC process.

The City shall not review or comment on utilities that are not owned or maintained by the City. Dry utilities (i.e. power, phone, fiber, cable, gas, etc.) designs will be provided during the record drawing process. Building elevations are not required for Site Plan approval. Existing zoning, existing future land use, and soils maps will be provided during the master development plan submittal and will not be required to be submitted with each subdivision, Site Plan, amenity, roadway project, or final plat. The aerial and floodplain maps shall be submitted with every project.

2) Plan changes made to the approved Site Plan during construction shall be provided to the Development Services Director to be placed into the file of record. A

modification to the permit will not be required, unless required by the Development Services Director.

3) Final Plat. Final plats shall meet all the requirements of F.S. Chapter 177 and shall be so certified by a Professional Surveyor and Mapper. The final plat shall be prepared on mylar using sheet sized 24 inches by 30 inches (24"x30") with a three-inch (3") margin on the left and one-inch (1") margin on the other three sides. Monuments for Permanent Reference Monuments (PRM's), Permanent Control Points (PCP's) and lot or tract corners shall be set in accordance with requirements of F.S. Chapter 177 with rebars and caps being acceptable for PRM's.

The plat shall be reviewed for conformity to F.S. Chapter 177 by a Professional Surveyor and Mapper either employed by the City or under contract to the City, and evidence of such review shall be placed on the plat. Field verification of any points or measurements shown on the plat will not be required for said review.

The following are not required to be submitted with the plat or shown on the plat:

a) Driveway locations;

b) Landscape Plans and Tree Surveys;

c) Building Elevations;

d) Stormwater/Drainage Calculations;

e) Performance Bonds which may be addressed through the required CDD bonds;

f) Maintenance Bonds which may be addressed through the required CDD bonds; and

g) Preliminary Concurrency Determination.

4) The Engineer will provide Engineer's Certification of Completion, Material Testing Reports and Record Drawings to the City for approval. Record drawings will be provided by the Engineer to the City for approval prior to issuance of building permits. Once record drawings have been received or approved by the City, building permits may be issued by Sumter County. Landscaping, screen walls, entry signage, and fencing is not required to be completed to obtain record drawing approval. The record drawings shall include all plan changes during construction and the following certification on the submitted plans from the Engineer including signature and date:

> "I hereby certify that the pavement, curbing, sidewalks, water, sewer, and storm drainage systems have been built in accordance with these "record" drawings. This certification is based on visual inspections. The record drawings are believed to be correct to the best of the Engineer's knowledge and the accuracy of the information cannot be guaranteed."

Within (ninety) 90 days of approval of the final Record Drawing within a master plan phase by the City, the Engineer will provide Final As-Built plans for the entire master plan phase at one time, Final Clearance of Potable Water, and Sanitary Sewer Systems by FDEP. If applicable, the engineer of record shall provide a letter to the City certifying that the constructed stormwater ponds have adequate volume for the project(s) being certified complete. The Developer shall have perimeter walls and perimeter landscaping substantially complete except for where construction access is required or in areas where the buffer shall be installed with the home. Appropriate digital files of the final As-Builts agreed upon by the parties will be provided to the City.

The water and sewer utility provider will review and sign off on FDEP Clearance forms for submittal. The Engineer will provide the utility provider Record Drawings, passing pressure test results, lift station start up results, Operations and Maintenance manuals, unexpired bacteriological laboratory test results, and the FDEP clearance form signed by all parties with the exception of the water and sewer utility provider. The utility clearance process shall not hold up or delay in any way the Record Drawing approval process. The potable water and sanitary sewer shall be cleared prior to the certification of occupancy of a given home.

5) All structures and site improvements must be permitted by the City pursuant to Site Plans submitted to and approved by the City. The Developer shall install and complete all required site improvements with documentation including record drawings prior to the City issuing a Certificate of Occupancy for any permitted structure. Partial clearance may be obtained when proof is provided to the City that life safety items have been completed for Certificate of Occupancy. Site Plan approval shall be based upon adherence of this Agreement.

a) Easement and/or tract widths for utilities not owned and maintained by the City shall be determined by the utility having ownership and maintenance responsibilities.

b) Stormwater ponds connected to an irrigation pumping/bleed-down system are not required to have six (6) inches of freeboard.

c) If the water and sewer utility system is not owned by the City, utility cost estimates and inspection fees are not required as part of Site Plan approval.

6) Environmental reports are to be submitted only at the time of a comprehensive plan amendment.

7) Stormwater calculations are not required to be approved by the City as long as a SWFWMD permit is obtained. The Developer's engineer shall submit stormwater conveyance system calculations for storm systems to be owned and maintained by the City.

8) The traffic study submitted with the rezoning application shall be sufficient for the duration of the Project.

9) A tree preservation and mitigation plan is not required. However, a note shall be on the plans stating that the landscaping and tree mitigation shall be on an aggregate basis and consistent with historical development within The Villages.

10) Community Development Districts. It is anticipated that the Property will include one or more community development districts (CDD's) created by the City pursuant to Chapter 190, F.S. It is understood and agreed between the Parties that any obligations or requirements placed on Owner may be transferred to one or more CDD's for implementation and operation, pursuant to the authority in Chapter 190.

11) The PRC may approve minor changes to the Design Standards in this Agreement if it determines the changes meet the criteria for variances in Section 3.12 of the LDRs or are appropriate for the waiver process. Such minor changes may be approved by the PRC with no amendment required to this Agreement.

12) Failure of the Agreement to address a particular permit condition, term or restriction shall not relieve VLC of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

13) The Project is exempt from the collection of the Recreation Impact Fee effective October 1, 2019.

14) Only those applications found in **EXHIBIT 9** are required for the Project. These applications are specific to this Agreement.

15) The Developer or Developer's applicant may request an additional PRC meeting be held if ten (10) days' notice is provided to the Development Services Director in which approval of the request should not be unreasonably withheld.

(B) Amendments

Any amendments to this Agreement must follow the same process as adoption of the original agreement and the requirements of the Florida Local Government Development Agreement Act (Sections 163.3220-163.3243, F.S.)

VI. GOVERNING LAWS AND POLICIES. This Agreement establishes the standards that apply to this Project and if there is any conflict between the Agreement and the City of Wildwood Land Development Regulations this Agreement shall prevail. Furthermore, for those provisions not in conflict with this Agreement, the City's LDR's and policies governing the Project at the time of execution of the Development Agreement shall govern the development of land for the duration of this Development Agreement. The local government may apply subsequently adopted laws and policies to the development subject to this Agreement, only if the local government has followed the procedures set forth in 163.3233.

VII. COMPREHENSIVE PLAN. Pursuant to the terms and conditions of this Agreement, the City finds that the development, as proposed in this Agreement, is consistent with its Comprehensive Plan and applicable LDR's. As each Site Plan is submitted the proposed development will be subject to comprehensive plan and land use development review and consistency.

VIII. PERIODIC REVIEW. The City shall review the Property at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms of

this Agreement. If the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, the Agreement may be revoked or modified by the City. Prior to taking such action, the City shall provide Owner with reasonable notice and an opportunity to demonstrate compliance with the Agreement and, in the event of failure to so demonstrate, remedy such noncompliance. Accordingly, if City staff believes Owner is not in compliance, it shall provide written notice and facts upon which the determination was made by either hand delivery to the Owner's office or by certified mail, return receipt requested. Such notice shall allow Owner to demonstrate compliance or seek to correct the non-compliance within forty-five (45) days, unless staff extends the time for good cause. If not resolved between Owner and staff within the deadline, an advertised public hearing shall be held before the City Commission within thirty (30) days or, if not possible, at the next available City Commission meeting after the initial thirty (30) days. At that public hearing, the City Commission shall make a determination of whether Owner is in compliance. If the determination is non-compliance, Owner shall be given a reasonable amount of time to remedy the non-compliance.

IX. DURATION. The duration of this Agreement shall be thirty (30) years but may be extended by mutual consent of the governing body and the Developer, subject to public hearings.

X. BINDING EFFECT. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to all successors in interest to the parties to this Agreement, whether by lease or purchase of a portion of the Property.

XI. GOVERNING LAW. This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against a party to the Agreement.

XII. SEVERABILITY. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XIII. EXHIBITS. Unless otherwise provided in this Agreement, all exhibits are incorporated herein by reference.

XIV. CAPTIONS FOR PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

XV. COUNTERPARTS. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same instrument. Execution of this Agreement may be evidenced by transmission of facsimile or electronic pdf copies.

XVI. ASSIGNABILITY. This Agreement may be assigned by the Developer to a third party.

XVII. EFFECTIVE DATE. This Agreement is effective when fully executed by all Parties, a copy is filed with the City Clerk in the Official Records and the FLUM amendment re-designating the Property as ARD goes into effect.

XVIII. TERMINATION. This Agreement shall terminate in thirty (30) years from its effective date, unless extended, or may be terminated by mutual consent of the Parties.

XIX. AMENDMENTS. This Agreement may be extended or amended by mutual consent of the parties so long as the extensions and amendments meet the requirements of Sections 163.3220-163.3243, F. S. All amendments will be adopted as an amended and restated version and when an amendment goes into effect then all prior agreements shall be null and void.

XX. NO CONSENT OF PROPERTY OWNERS REQUIRED. For purposes of amending this Agreement, the sole applicant shall be the Villages Land Company, LLC. No other landowners within the Property may seek an amendment to this Agreement and no consent of the other property owners within the Property shall be required.

XXI. FURTHER ASSURANCES. Each of the Parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

XXII. NOTICES. Any notices or reports required by this Agreement shall be sent to the following:

For the City:

City Manager
City Hall
100 North Main Street
Wildwood, Florida 34785
With copy to:

City Attorney
City Hall
100 North Main Street
Wildwood, Florida 34785

For the Owner:

Brian Hudson, Esq.
Corporate Counsel

The Villages Land Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Martin L. Dzuro, Manager
The Villages Land Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

XXIII. PUBLIC HEARINGS. This Agreement was approved by the City Commission after two properly noticed public hearings before the City Commission on_____, 2022 and _____, 2022.

XXIV. ATTORNEYS' FEES. In the event that it becomes necessary for any party to this Agreement to enforce its rights under the terms of this Agreement, then in that event, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, including all trial and appellate litigation.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement as of the date set forth below.

WITNESSES:

_____
(Witness Signature)

_____
(Witness Printed Name)

_____
(Witness Signature)

_____
(Witness Printed Name)

THE VILLAGES LAND COMPANY, LLC,
a Florida limited liability company

BY: TVL Company, LLC, a Florida limited liability company, its Manager

By: _____
Print Name:_____
Title: Manager

Date: _____

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 by _____ as Manager of TVL Company, LLC, a Florida limited liability company, the Manager of The Villages Land Company, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

_____

Notary Public

_____

Name (typed, printed or stamped)

WILDWOOD CITY COMMISSION

By:_____

ED WOLF, MAYOR

_____

Date

ATTEST:

_____

CASSANDRA SMITH, CLERK

Approved as to Form:

_____

CITY ATTORNEY

LIST OF EXHIBITS

Exhibit 1	Area C Legal Description
Exhibit 2	Land Use Conversion Matrix
Exhibit 3	Area C Location Map
Exhibit 4	Permitted Uses
Exhibit 5	Reserved
Exhibit 6	Kimley-Horn & Associates Traffic Analysis
Exhibit 7	Utility Franchise Agreement
Exhibit 8	General Requirements and Design Criteria
Exhibit 9	VOSO Applications

EXHIBIT 1

AREA C LEGAL DESCRIPTION

CHAPTER 163 COMPREHENSIVE PLAN – AREA C
AMENDED AND RESTATED

A PORTION OF SECTIONS 16, 17, 20, 21, 22, 27, 29, 31, 34 AND 35, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, TOGETHER WITH ALL OF SECTIONS 28, 32 AND 33, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF SECTIONS 2, 6, 7, 9, 10 AND 11, TOWNSHIP 21 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, TOGETHER WITH ALL OF SECTIONS 3, 4, 5 AND 8, TOWNSHIP 21 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2; THENCE RUN NORTH 89°43'30” WEST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2, A DISTANCE OF 2656.15 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 89°42'39” WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2, A DISTANCE OF 1324.15 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°15'29” WEST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2, A DISTANCE OF 1297.23 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF A CANAL AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0°15'29” WEST, ALONG SAID WEST LINE, A DISTANCE OF 29.55 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 0°05'46” WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11, A DISTANCE OF 1324.62 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°47'04” EAST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11, A DISTANCE OF 1324.39 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°07'00” WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11, A DISTANCE OF 1324.80 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°46'35” WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11, A DISTANCE OF 1323.91 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 0°08'06” WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 1326.69 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 11; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°46'55” WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 11, A DISTANCE OF 1324.34 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 11; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°09'13” EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 11, A DISTANCE OF 1326.82 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 10; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°58'58” WEST, ALONG THE SOUTH LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 10, A DISTANCE OF 1316.92 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST CORNER OF SAID SECTION 10 ; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°02'18” EAST, ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 10, A DISTANCE OF 1325.93 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 10; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°57'08” WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4

OF SAID SECTION 10, A DISTANCE OF 1317.78 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°57'53" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10, A DISTANCE OF 1319.05 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°57'53" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10, A DISTANCE OF 1319.05 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°23'46" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 9, A DISTANCE OF 2643.10 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°23'19" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 2433.22 FEET TO A POINT ON THE EASTERLY LINE OF A FORMER CSX TRANSPORTATION, INC., RAILROAD RIGHT-OF-WAY PER OFFICIAL RECORDS BOOK 370, PAGE 258 AND OFFICIAL RECORDS BOOK 435, PAGE 227, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 21°15'33" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2145.78 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°26'03" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 996.48 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 0°02'43" WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 8, A DISTANCE OF 1979.08 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°40'53" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 8, A DISTANCE OF 2665.21 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 8; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°41'59" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8, A DISTANCE OF 2650.68 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°19'05" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 2705.06 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°19'27" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 2604.89 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 471; THENCE DEPARTING SAID SOUTH LINE, RUN ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 0°06'20" EAST, A DISTANCE OF 896.90 FEET; 2) THENCE RUN NORTH 0°20'45" EAST, A DISTANCE OF 7007.95 FEET; 3) THENCE RUN NORTH 0°20'33" EAST, A DISTANCE OF 5640.55 FEET; 4) THENCE RUN NORTH 0°21'45" EAST, A DISTANCE OF 2331.13 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN SOUTH 89°12'31" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2625.82 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 89°45'52" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 2674.69 FEET TO THE NORTHWEST CORNER OF SAID SECTION 32; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 89°34'51" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 32, A DISTANCE OF 2659.20 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 32; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 89°35'01" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 32, A DISTANCE OF 2733.94 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE

DEPARTING SAID NORTH LINE, RUN NORTH 0°08'00” WEST, ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 4005.96 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°38'49” WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 29, A DISTANCE OF 2694.68 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°25'41" EAST, ALONG THE WEST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 29, A DISTANCE OF 1335.19 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 20; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°43'54" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 2681.21 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°16'44" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 2658.68 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 20; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°39'12” EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 2690.57 FEET TO THE CENTER OF SAID SECTION 20; THENCE RUN SOUTH 89°39'12" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 1337.86 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 0°24'57” EAST, ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 2656.98 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°35'34” WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 1334.84 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 17; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°04'35” WEST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 1330.43 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°37'37” EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 1334.55 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 0°05'18” WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 236.10 FEET TO A POINT ON THE CENTERLINE OF A CANAL; THENCE DEPARTING SAID EAST LINE RUN ALONG THE CENTERLINE OF SAID CANAL THE FOLLOWING TWO-HUNDRED AND FOUR (204) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°17'05” EAST, A DISTANCE OF 49.10 FEET; 2) THENCE RUN SOUTH 76°37'00” EAST, A DISTANCE OF 79.38 FEET; 3) THENCE RUN SOUTH 59°41'38” EAST, A DISTANCE OF 45.15 FEET; 4) THENCE RUN SOUTH 85°27'34” EAST, A DISTANCE OF 55.70 FEET; 5) THENCE RUN SOUTH 68°22'19” EAST, A DISTANCE OF 122.63 FEET; 6) THENCE RUN SOUTH 50°21'16” EAST, A DISTANCE OF 34.96 FEET; 7) THENCE RUN SOUTH 8°36'07” EAST, A DISTANCE OF 32.45 FEET; 8) THENCE RUN SOUTH 87°16'32” EAST, A DISTANCE OF 39.24 FEET; 9) THENCE RUN SOUTH 26°58'31” EAST, A DISTANCE OF 30.15 FEET; 10) THENCE RUN SOUTH 75°29'28” EAST, A DISTANCE OF 38.42 FEET; 11) THENCE RUN NORTH 44°55'32” EAST, A DISTANCE OF 29.32 FEET; 12) THENCE RUN NORTH 85°53'14” EAST, A DISTANCE OF 130.24 FEET; 13) THENCE RUN SOUTH 74°08'34” EAST, A DISTANCE OF 57.69 FEET; 14) THENCE RUN SOUTH 45°01'12” EAST, A DISTANCE OF 89.32 FEET; 15) THENCE RUN SOUTH 23°27'16” EAST, A DISTANCE OF 60.38 FEET; 16) THENCE RUN SOUTH 68°18'59” EAST, A DISTANCE OF 65.13 FEET; 17) THENCE RUN SOUTH 67°59'12” EAST, A DISTANCE OF 34.77 FEET; 18) THENCE RUN SOUTH 2°52'50” EAST, A DISTANCE OF 44.07 FEET; 19) THENCE RUN

SOUTH 70°40'06” EAST, A DISTANCE OF 24.51 FEET; 20) THENCE RUN NORTH 63°44'58” EAST, A DISTANCE OF 21.13 FEET; 21) THENCE RUN NORTH 0°58'17” EAST, A DISTANCE OF 29.02 FEET; 22) THENCE RUN NORTH 49°34'23” EAST, A DISTANCE OF 77.22 FEET; 23) THENCE RUN NORTH 81°08'29” EAST, A DISTANCE OF 43.74 FEET; 24) THENCE RUN SOUTH 73°07'24” EAST, A DISTANCE OF 61.82 FEET; 25) THENCE RUN NORTH 77°18'17” EAST, A DISTANCE OF 44.47 FEET; 26) THENCE RUN NORTH 44°09'06” EAST, A DISTANCE OF 32.67 FEET; 27) THENCE RUN NORTH 5°56'39” WEST, A DISTANCE OF 87.83 FEET; 28) THENCE RUN SOUTH 63°38'26” EAST, A DISTANCE OF 34.12 FEET; 29) THENCE RUN NORTH 81°37'44” EAST, A DISTANCE OF 52.43 FEET; 30) THENCE RUN SOUTH 21°33'01” EAST, A DISTANCE OF 82.39 FEET; 31) THENCE RUN SOUTH 47°02'29” EAST, A DISTANCE OF 15.42 FEET; 32) THENCE RUN NORTH 87°47'18” EAST, A DISTANCE OF 53.13 FEET; 33) THENCE RUN SOUTH 32°47'53” EAST, A DISTANCE OF 71.38 FEET; 34) THENCE RUN SOUTH 56°50'24” EAST, A DISTANCE OF 64.21 FEET; 35) THENCE RUN SOUTH 1°30'45” EAST, A DISTANCE OF 10.89 FEET; 36) THENCE RUN SOUTH 86°59'21” WEST, A DISTANCE OF 54.49 FEET; 37) THENCE RUN SOUTH 25°01'56” EAST, A DISTANCE OF 47.38 FEET; 38) THENCE RUN SOUTH 73°43'19” EAST, A DISTANCE OF 41.77 FEET; 39) THENCE RUN SOUTH 30°29'54” EAST, A DISTANCE OF 45.35 FEET; 40) THENCE RUN SOUTH 61°34'26” EAST, A DISTANCE OF 103.04 FEET; 41) THENCE RUN SOUTH 78°32'36” EAST, A DISTANCE OF 64.32 FEET; 42) THENCE RUN SOUTH 40°20'49” EAST, A DISTANCE OF 68.17 FEET; 43) THENCE RUN SOUTH 55°46'44” EAST, A DISTANCE OF 86.46 FEET; 44) THENCE RUN NORTH 29°53'51” EAST, A DISTANCE OF 44.60 FEET; 45) THENCE RUN NORTH 23°10'29” WEST, A DISTANCE OF 33.20 FEET; 46) THENCE RUN NORTH 18°35'37” EAST, A DISTANCE OF 27.55 FEET; 47) THENCE RUN NORTH 73°08'14” EAST, A DISTANCE OF 45.72 FEET; 48) THENCE RUN SOUTH 75°07'36” EAST, A DISTANCE OF 39.57 FEET; 49) THENCE RUN SOUTH 24°04'20” WEST, A DISTANCE OF 31.68 FEET; 50) THENCE RUN SOUTH 0°59'57” WEST, A DISTANCE OF 48.03 FEET; 51) THENCE RUN SOUTH 52°17'22” EAST, A DISTANCE OF 48.07 FEET; 52) THENCE RUN NORTH 66°20'51” EAST, A DISTANCE OF 13.56 FEET; 53) THENCE RUN NORTH 34°34'23” EAST, A DISTANCE OF 35.98 FEET; 54) THENCE RUN SOUTH 45°16'08” EAST, A DISTANCE OF 107.98 FEET; 55) THENCE RUN NORTH 87°21'34” EAST, A DISTANCE OF 18.41 FEET; 56) THENCE RUN NORTH 6°15'31” WEST, A DISTANCE OF 20.76 FEET; 57) THENCE RUN NORTH 12°46'38” EAST, A DISTANCE OF 80.57 FEET; 58) THENCE RUN NORTH 31°55'50” EAST, A DISTANCE OF 30.36 FEET; 59) THENCE RUN SOUTH 66°37'19” EAST, A DISTANCE OF 34.82 FEET; 60) THENCE RUN SOUTH 44°28'11” EAST, A DISTANCE OF 129.15 FEET; 61) THENCE RUN SOUTH 49°18'53” EAST, A DISTANCE OF 52.48 FEET; 62) THENCE RUN SOUTH 35°51'24” EAST, A DISTANCE OF 64.94 FEET; 63) THENCE RUN SOUTH 86°36'10” EAST, A DISTANCE OF 29.60 FEET; 64) THENCE RUN NORTH 34°03'48” EAST, A DISTANCE OF 33.17 FEET; 65) THENCE RUN NORTH 58°35'19” EAST, A DISTANCE OF 23.42 FEET; 66) THENCE RUN NORTH 67°28'48” EAST, A DISTANCE OF 16.16 FEET; 67) THENCE RUN SOUTH 70°01'48” EAST, A DISTANCE OF 59.36 FEET; 68) THENCE RUN SOUTH 52°24'28” EAST, A DISTANCE OF 49.31 FEET; 69) THENCE RUN SOUTH 6°11'39” EAST, A DISTANCE OF 112.62 FEET; 70) THENCE RUN SOUTH 19°21'43” WEST, A DISTANCE OF 48.17 FEET; 71) THENCE RUN SOUTH 30°01'39” EAST, A DISTANCE OF 42.40 FEET; 72) THENCE RUN NORTH 69°27'26” EAST, A DISTANCE OF 48.70 FEET; 73) THENCE RUN NORTH 38°44'14” EAST, A DISTANCE OF 49.09 FEET; 74) THENCE RUN SOUTH 69°21'47” EAST, A DISTANCE OF 64.50 FEET; 75) THENCE RUN SOUTH 9°46'55” WEST, A DISTANCE OF 34.17 FEET; 76) THENCE RUN SOUTH 21°11'09” WEST, A DISTANCE OF 33.22 FEET; 77) THENCE RUN SOUTH 60°39'35” EAST, A DISTANCE OF 18.66 FEET; 78) THENCE RUN SOUTH 85°21'11” EAST, A DISTANCE OF 42.63 FEET; 79) THENCE RUN SOUTH 50°22'51” EAST, A DISTANCE OF 65.53 FEET; 80) THENCE RUN NORTH 87°03'02” EAST, A DISTANCE OF 36.13 FEET; 81) THENCE RUN NORTH 66°54'01” EAST, A DISTANCE OF 18.47 FEET; 82) THENCE RUN NORTH 3°52'06” WEST, A DISTANCE OF 46.07 FEET; 83) THENCE RUN NORTH 11°37'08”

EAST, A DISTANCE OF 55.42 FEET; 84) THENCE RUN NORTH 46°15'23” EAST, A DISTANCE OF 41.19 FEET; 85) THENCE RUN SOUTH 54°19'16” EAST, A DISTANCE OF 34.82 FEET; 86) THENCE RUN SOUTH 18°37'18” EAST, A DISTANCE OF 55.44 FEET; 87) THENCE RUN SOUTH 36°09'16” EAST, A DISTANCE OF 16.52 FEET; 88) THENCE RUN SOUTH 12°18'13” WEST, A DISTANCE OF 33.81 FEET; 89) THENCE RUN SOUTH 8°03'40” WEST, A DISTANCE OF 30.62 FEET; 90) THENCE RUN SOUTH 71°34'38” EAST, A DISTANCE OF 33.47 FEET; 91) THENCE RUN SOUTH 31°09'45” EAST, A DISTANCE OF 99.77 FEET; 92) THENCE RUN SOUTH 46°49'17” EAST, A DISTANCE OF 38.83 FEET; 93) THENCE RUN SOUTH 69°13'53” EAST, A DISTANCE OF 72.04 FEET; 94) THENCE RUN SOUTH 18°55'25” WEST, A DISTANCE OF 50.15 FEET; 95) THENCE RUN SOUTH 9°34'51” WEST, A DISTANCE OF 29.71 FEET; 96) THENCE RUN SOUTH 21°44'28” EAST, A DISTANCE OF 50.54 FEET; 97) THENCE RUN SOUTH 78°16'53” EAST, A DISTANCE OF 80.04 FEET; 98) THENCE RUN SOUTH 88°35'11” EAST, A DISTANCE OF 18.17 FEET; 99) THENCE RUN SOUTH 34°04'34” EAST, A DISTANCE OF 18.52 FEET; 100) THENCE RUN SOUTH 8°24'46” EAST, A DISTANCE OF 53.94 FEET; 101) THENCE RUN SOUTH 34°04'28” EAST, A DISTANCE OF 29.88 FEET; 102) THENCE RUN SOUTH 70°12'27” EAST, A DISTANCE OF 113.37 FEET; 103) THENCE RUN NORTH 83°21'16” EAST, A DISTANCE OF 55.94 FEET; 104) THENCE RUN SOUTH 89°13'20” EAST, A DISTANCE OF 47.61 FEET; 105) THENCE RUN SOUTH 56°34'43” EAST, A DISTANCE OF 18.77 FEET; 106) THENCE RUN SOUTH 10°37'01” EAST, A DISTANCE OF 52.15 FEET; 107) THENCE RUN SOUTH 13°09'59” WEST, A DISTANCE OF 13.56 FEET; 108) THENCE RUN NORTH 80°20'17” WEST, A DISTANCE OF 40.79 FEET; 109) THENCE RUN SOUTH 5°18'49” EAST, A DISTANCE OF 44.55 FEET; 110) THENCE RUN SOUTH 28°06'40” EAST, A DISTANCE OF 63.85 FEET; 111) THENCE RUN SOUTH 43°58'43” EAST, A DISTANCE OF 56.19 FEET; 112) THENCE RUN SOUTH 55°52'16” EAST, A DISTANCE OF 34.28 FEET; 113) THENCE RUN SOUTH 37°12'15” EAST, A DISTANCE OF 28.24 FEET; 114) THENCE RUN SOUTH 4°24'06” EAST, A DISTANCE OF 30.34 FEET; 115) THENCE RUN SOUTH 38°11'30” WEST, A DISTANCE OF 44.67 FEET; 116) THENCE RUN SOUTH 17°25'44” WEST, A DISTANCE OF 80.97 FEET; 117) THENCE RUN SOUTH 13°45'41” EAST, A DISTANCE OF 93.16 FEET; 118) THENCE RUN SOUTH 4°13'34” EAST, A DISTANCE OF 35.96 FEET; 119) THENCE RUN SOUTH 31°03'41” WEST, A DISTANCE OF 38.79 FEET; 120) THENCE RUN SOUTH 50°23'31” WEST, A DISTANCE OF 53.96 FEET; 121) THENCE RUN SOUTH 8°00'29” EAST, A DISTANCE OF 125.66 FEET; 122) THENCE RUN SOUTH 33°24'47” EAST, A DISTANCE OF 56.25 FEET; 123) THENCE RUN SOUTH 17°38'36” EAST, A DISTANCE OF 55.96 FEET; 124) THENCE RUN SOUTH 48°42'41” EAST, A DISTANCE OF 36.34 FEET; 125) THENCE RUN SOUTH 68°44'22” EAST, A DISTANCE OF 99.52 FEET; 126) THENCE RUN SOUTH 51°37'51” EAST, A DISTANCE OF 175.99 FEET; 127) THENCE RUN SOUTH 15°20'00” EAST, A DISTANCE OF 86.48 FEET; 128) THENCE RUN SOUTH 67°31'04” EAST, A DISTANCE OF 28.35 FEET; 129) THENCE RUN NORTH 90°00'00" EAST, A DISTANCE OF 24.61 FEET; 130) THENCE RUN SOUTH 53°45'09” EAST, A DISTANCE OF 81.87 FEET; 131) THENCE RUN NORTH 88°10'53” EAST, A DISTANCE OF 84.46 FEET; 132) THENCE RUN SOUTH 64°29'32” EAST, A DISTANCE OF 42.11 FEET; 133) THENCE RUN SOUTH 34°23'30” EAST, A DISTANCE OF 85.96 FEET; 134) THENCE RUN SOUTH 16°39'22” WEST, A DISTANCE OF 27.91 FEET; 135) THENCE RUN SOUTH 12°48'03” EAST, A DISTANCE OF 74.96 FEET; 136) THENCE RUN SOUTH 71°06'28” EAST, A DISTANCE OF 34.29 FEET; 137) THENCE RUN SOUTH 83°31'17” EAST, A DISTANCE OF 59.03 FEET; 138) THENCE RUN SOUTH 59°28'14” EAST, A DISTANCE OF 117.72 FEET; 139) THENCE RUN SOUTH 50°58'32” EAST, A DISTANCE OF 78.80 FEET; 140) THENCE RUN SOUTH 23°38'32” EAST, A DISTANCE OF 44.56 FEET; 141) THENCE RUN SOUTH 55°06'49” EAST, A DISTANCE OF 108.58 FEET; 142) THENCE RUN SOUTH 27°26'56” EAST, A DISTANCE OF 51.36 FEET; 143) THENCE RUN NORTH 85°41'13” EAST, A DISTANCE OF 19.40 FEET; 144) THENCE RUN NORTH 26°37'30” EAST, A DISTANCE OF 33.13 FEET; 145) THENCE RUN NORTH 51°21'35” EAST, A DISTANCE OF 14.12 FEET; 146)

THENCE RUN SOUTH 58°55'47" EAST, A DISTANCE OF 78.56 FEET; 147) THENCE RUN SOUTH 42°08'01" EAST, A DISTANCE OF 31.68 FEET; 148) THENCE RUN SOUTH 87°23'57" EAST, A DISTANCE OF 33.14 FEET; 149) THENCE RUN SOUTH 87°19'54" EAST, A DISTANCE OF 20.88 FEET; 150) THENCE RUN SOUTH 48°48'16" EAST, A DISTANCE OF 35.02 FEET; 151) THENCE RUN SOUTH 79°11'28" EAST, A DISTANCE OF 48.18 FEET; 152) THENCE RUN NORTH 71°14'56" EAST, A DISTANCE OF 24.55 FEET; 153) THENCE RUN SOUTH 65°15'18" EAST, A DISTANCE OF 20.68 FEET; 154) THENCE RUN SOUTH 1°55'57" WEST, A DISTANCE OF 32.53 FEET; 155) THENCE RUN SOUTH 40°26'02" EAST, A DISTANCE OF 26.19 FEET; 156) THENCE RUN NORTH 77°49'11" EAST, A DISTANCE OF 25.26 FEET; 157) THENCE RUN NORTH 44°24'19" EAST, A DISTANCE OF 52.38 FEET; 158) THENCE RUN NORTH 65°29'44" EAST, A DISTANCE OF 19.93 FEET; 159) THENCE RUN SOUTH 75°01'42" EAST, A DISTANCE OF 46.78 FEET; 160) THENCE RUN NORTH 88°57'43" EAST, A DISTANCE OF 39.65 FEET; 161) THENCE RUN SOUTH 41°53'52" EAST, A DISTANCE OF 24.69 FEET; 162) THENCE RUN SOUTH 19°02'23" WEST, A DISTANCE OF 47.42 FEET; 163) THENCE RUN SOUTH 9°25'46" EAST, A DISTANCE OF 21.71 FEET; 164) THENCE RUN SOUTH 71°28'04" EAST, A DISTANCE OF 120.01 FEET; 165) THENCE RUN SOUTH 58°53'24" EAST, A DISTANCE OF 65.88 FEET; 166) THENCE RUN SOUTH 27°59'46" EAST, A DISTANCE OF 61.20 FEET; 167) THENCE RUN SOUTH 85°44'39" EAST, A DISTANCE OF 31.86 FEET; 168) THENCE RUN NORTH 14°19'15" EAST, A DISTANCE OF 34.16 FEET; 169) THENCE RUN NORTH 89°24'57" EAST, A DISTANCE OF 33.12 FEET; 170) THENCE RUN SOUTH 49°49'11" EAST, A DISTANCE OF 94.23 FEET; 171) THENCE RUN SOUTH 9°37'52" EAST, A DISTANCE OF 140.51 FEET; 172) THENCE RUN SOUTH 11°42'52" EAST, A DISTANCE OF 99.77 FEET; 173) THENCE RUN SOUTH 33°42'31" EAST, A DISTANCE OF 107.91 FEET; 174) THENCE RUN SOUTH 15°23'26" EAST, A DISTANCE OF 162.21 FEET; 175) THENCE RUN SOUTH 56°20'13" EAST, A DISTANCE OF 282.99 FEET; 176) THENCE RUN SOUTH 73°23'48" EAST, A DISTANCE OF 298.06 FEET; 177) THENCE RUN SOUTH 66°21'49" EAST, A DISTANCE OF 344.48 FEET; 178) THENCE RUN SOUTH 70°55'17" EAST, A DISTANCE OF 449.10 FEET; 179) THENCE RUN SOUTH 89°03'48" EAST, A DISTANCE OF 410.32 FEET; 180) THENCE RUN SOUTH 64°00'12" EAST, A DISTANCE OF 129.11 FEET; 181) THENCE RUN SOUTH 25°15'06" EAST, A DISTANCE OF 161.04 FEET; 182) THENCE RUN SOUTH 12°54'52" EAST, A DISTANCE OF 954.44 FEET; 183) THENCE RUN SOUTH 12°51'05" EAST, A DISTANCE OF 924.25 FEET; 184) THENCE RUN SOUTH 12°40'25" EAST, A DISTANCE OF 726.83 FEET; 185) THENCE RUN SOUTH 19°29'28" EAST, A DISTANCE OF 398.97 FEET; 186) THENCE RUN SOUTH 25°51'42" EAST, A DISTANCE OF 726.06 FEET; 187) THENCE RUN SOUTH 25°28'52" EAST, A DISTANCE OF 968.13 FEET; 188) THENCE RUN SOUTH 25°33'45" EAST, A DISTANCE OF 819.48 FEET; 189) THENCE RUN SOUTH 26°14'58" EAST, A DISTANCE OF 1083.72 FEET; 190) THENCE RUN SOUTH 26°01'44" EAST, A DISTANCE OF 906.86 FEET; 191) THENCE RUN SOUTH 26°08'34" EAST, A DISTANCE OF 799.74 FEET; 192) THENCE RUN SOUTH 24°24'20" EAST, A DISTANCE OF 671.77 FEET; 193) THENCE RUN SOUTH 25°59'50" EAST, A DISTANCE OF 1339.15 FEET; 194) THENCE RUN SOUTH 25°31'00" EAST, A DISTANCE OF 1750.21 FEET; 195) THENCE RUN SOUTH 25°52'24" EAST, A DISTANCE OF 1050.83 FEET; 196) THENCE RUN SOUTH 25°21'19" EAST, A DISTANCE OF 458.61 FEET; 197) THENCE RUN SOUTH 4°54'12" EAST, A DISTANCE OF 294.11 FEET; 198) THENCE RUN SOUTH 2°09'06" EAST, A DISTANCE OF 1633.27 FEET; 199) THENCE RUN SOUTH 1°47'43" EAST, A DISTANCE OF 1425.32 FEET; 200) THENCE RUN SOUTH 2°11'35" EAST, A DISTANCE OF 1157.08 FEET; 201) THENCE RUN SOUTH 1°35'32" EAST, A DISTANCE OF 223.23 FEET; 202) THENCE RUN SOUTH 15°12'47" EAST, A DISTANCE OF 186.06 FEET; 203) THENCE RUN SOUTH 24°35'05" EAST, A DISTANCE OF 734.95 FEET; 204) THENCE RUN SOUTH 22°51'09" EAST, A DISTANCE OF 269.86 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 9,121.82 ACRES, MORE OR LESS.

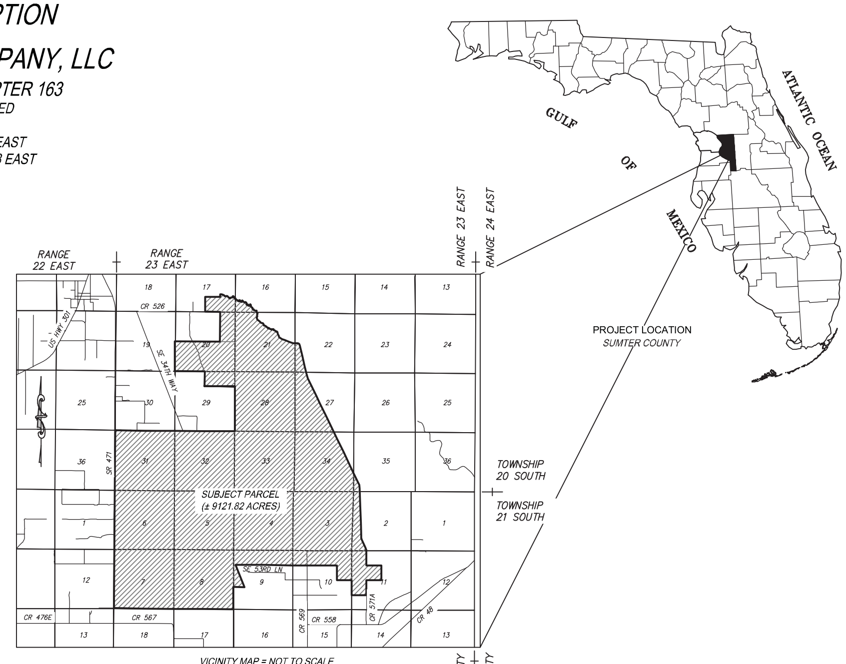
SKETCH OF DESCRIPTION
-FOR-
THE VILLAGES LAND COMPANY, LLC
VOSO 9TH AMENDMENT-CHAPTER 163
AREA C - AMENDED AND RESTATED
A PORTION OF
TOWNSHIP 20 SOUTH, RANGE 23 EAST
AND TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA

LEGAL DESCRIPTION (AREA C):

A PORTION OF SECTIONS 16, 17, 20, 21, 22, 27, 29, 31, 34 AND 35, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, TOGETHER WITH ALL OF SECTIONS 28, 32 AND 33, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF SECTIONS 2, 6, 7, 9, 10 AND 11, TOWNSHIP 21 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, TOGETHER WITH ALL OF SECTIONS 3, 4, 5 AND 8, TOWNSHIP 21 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2; THENCE RUN NORTH 89°43'30" WEST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2, A DISTANCE OF 2656.15 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 89°42'39" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2, A DISTANCE OF 1324.15 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°15'29" WEST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2, A DISTANCE OF 1297.23 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF A CANAL AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0°15'29" WEST, ALONG SAID WEST LINE, A DISTANCE OF 29.55 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 0°05'46" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11, A DISTANCE OF 1324.62 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°47'04" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11, A DISTANCE OF 1324.39 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°07'00" WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11, A DISTANCE OF 1324.80 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°46'35" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11, A DISTANCE OF 1323.91 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 0°08'06" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 1326.69 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 11; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°46'55" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 11, A DISTANCE OF 1324.34 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 11; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°09'13" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 11, A DISTANCE OF 1326.82 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 10; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°58'58" WEST, ALONG THE SOUTH LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 10, A DISTANCE OF 1316.92 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST CORNER OF SAID SECTION 10 ; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°02'18" EAST, ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 10, A DISTANCE OF 1325.93 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 10; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°57'08" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 10, A DISTANCE OF 1317.78 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°57'53" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10, A DISTANCE OF 1319.05 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°57'53" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10, A DISTANCE OF 1319.05 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°23'46" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 9, A DISTANCE OF 2643.10 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°23'19" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 2433.22 FEET TO A POINT ON THE EASTERLY LINE OF A FORMER CSX TRANSPORTATION, INC., RAILROAD RIGHT-OF-WAY PER OFFICIAL RECORDS BOOK 370, PAGE 258 AND OFFICIAL RECORDS BOOK 435, PAGE 227, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 21°15'33" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2145.78 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°26'03" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 996.48 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 0°02'43" WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 8, A DISTANCE OF 1979.08 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°40'53" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 8, A DISTANCE OF 2665.21 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 8; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°41'59" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8, A DISTANCE OF 2650.68 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°19'05" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 2705.06 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°19'27" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 2604.89 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 471; THENCE DEPARTING SAID SOUTH LINE, RUN ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 0°06'20" EAST, A DISTANCE OF 896.90 FEET; 2) THENCE RUN NORTH 0°20'45" EAST, A DISTANCE OF 7007.95 FEET; 3) THENCE RUN NORTH 0°20'33" EAST, A DISTANCE OF 5640.55 FEET; 4) THENCE RUN NORTH 0°21'45" EAST, A DISTANCE OF 2331.13 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN SOUTH 89°12'31" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2625.82 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 89°45'52" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 2674.69 FEET TO THE NORTHWEST CORNER OF SAID SECTION 32; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 89°34'51" EAST, ALONG THE NORTH LINE OF SAID SECTION 32, A DISTANCE OF 2659.20 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 32; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 89°35'01" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 32, A DISTANCE OF 2733.94 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 0°08'00" WEST, ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE OF [redacted] 4005.96 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°38'49" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 29, A DISTANCE OF 2694.68 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°25'41" EAST, ALONG THE WEST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 29, A DISTANCE OF 1335.19 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 20; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°43'54" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 2681.21 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°16'44" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 2658.68 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 20; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°39'12" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 2690.57 FEET TO THE CENTER OF SAID SECTION 20; THENCE RUN SOUTH 89°39'12" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 1337.86 FEET [redacted] TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 0°24'57" EAST, ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 2656.98 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°35'34" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 1334.84 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 17; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°04'35" WEST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 1330.43 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°37'37" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 1334.55 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 0°05'18" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 236.10 FEET TO A POINT ON THE CENTERLINE OF A CANAL; THENCE DEPARTING SAID EAST LINE RUN ALONG THE CENTERLINE OF SAID CANAL THE FOLLOWING TWO-HUNDRED AND FOUR (204) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°17'05" EAST, A DISTANCE OF 49.10 FEET; 2) THENCE RUN SOUTH 76°37'00" EAST, A DISTANCE OF 79.38 FEET; 3) THENCE RUN SOUTH 59°41'38" EAST, A DISTANCE OF 45.15 FEET; 4) THENCE RUN SOUTH 85°27'34" EAST, A DISTANCE OF 55.70 FEET; 5) THENCE RUN SOUTH 68°22'19" EAST, A DISTANCE OF 122.63 FEET; 6) THENCE RUN SOUTH 50°21'16" EAST, A DISTANCE OF 34.96 FEET; 7) THENCE RUN SOUTH 8°36'07" EAST, A DISTANCE OF 32.45 FEET; 8) THENCE RUN SOUTH 87°16'32" EAST, A DISTANCE OF 39.24 FEET; 9) THENCE RUN SOUTH 26°58'31" EAST, A DISTANCE OF 30.15 FEET; 10) THENCE RUN SOUTH 75°29'28" EAST, A DISTANCE OF 38.42 FEET; 11) THENCE RUN NORTH 44°55'32" EAST, A DISTANCE OF 29.32 FEET; 12) THENCE RUN NORTH 85°53'14" EAST, A DISTANCE OF 130.24 FEET; 13) THENCE RUN SOUTH 74°08'34" EAST, A DISTANCE OF 57.69 FEET; 14) THENCE RUN SOUTH 45°01'12" EAST, A DISTANCE OF 89.32 FEET; 15) THENCE RUN SOUTH 23°27'16" EAST, A DISTANCE OF 60.38 FEET; 16) THENCE RUN SOUTH 68°18'59" EAST, A DISTANCE OF 65.13 FEET; 17) THENCE RUN SOUTH 67°59'12" EAST, A DISTANCE OF 34.77 FEET; 18) THENCE RUN SOUTH 2°52'50" EAST, A DISTANCE OF 44.07 FEET; 19) THENCE RUN SOUTH 70°40'06" EAST, A DISTANCE OF 24.51 FEET; 20) THENCE RUN NORTH 63°44'58" EAST, A DISTANCE OF 21.13 FEET; 21) THENCE RUN NORTH 0°58'17" EAST, A DISTANCE OF 29.02 FEET; 22) THENCE RUN NORTH 49°34'23" EAST, A DISTANCE OF 77.22 FEET; 23) THENCE RUN NORTH 81°08'29" EAST, A DISTANCE OF 43.74 FEET; 24) THENCE RUN SOUTH 73°07'24" EAST, A DISTANCE OF 61.82 FEET; 25) THENCE RUN NORTH 77°18'17" EAST, A DISTANCE OF 44.47 FEET; 26) THENCE RUN NORTH 44°09'06" EAST, A DISTANCE OF 32.67 FEET; 27) THENCE RUN NORTH 5°56'39" WEST, A DISTANCE OF 87.83 FEET; 28) THENCE RUN SOUTH 63°38'26" EAST, A DISTANCE OF 34.12 FEET; 29) THENCE RUN NORTH 81°37'44" EAST, A DISTANCE OF 52.43 FEET; 30) THENCE RUN SOUTH 21°33'01" EAST, A DISTANCE OF 82.39 FEET; 31) THENCE RUN SOUTH 47°02'29" EAST, A DISTANCE OF 15.42 FEET; 32) THENCE RUN NORTH 87°47'18" EAST, A DISTANCE OF 53.13 FEET; 33) THENCE RUN SOUTH 32°47'53" EAST, A DISTANCE OF 71.38 FEET; 34) THENCE RUN SOUTH 56°50'24" EAST, A DISTANCE OF 64.21 FEET; 35) THENCE RUN SOUTH 1°30'45" EAST, A DISTANCE OF 10.89 FEET; 36) THENCE RUN SOUTH 86°59'21" WEST, A DISTANCE OF 54.49 FEET; 37) THENCE RUN SOUTH 25°01'56" EAST, A DISTANCE OF 47.38 FEET; 38) THENCE RUN SOUTH 73°43'19" EAST, A DISTANCE OF 41.77 FEET; 39) THENCE RUN SOUTH 30°29'54" EAST, A DISTANCE OF 45.35 FEET; 40) THENCE RUN SOUTH 61°34'26" EAST, A DISTANCE OF 103.04 FEET; 41) THENCE RUN SOUTH 78°32'36" EAST, A DISTANCE OF 64.32 FEET; 42) THENCE RUN SOUTH 40°20'49" EAST, A DISTANCE OF 68.17 FEET; 43) THENCE RUN SOUTH 55°46'44" EAST, A DISTANCE OF 86.46 FEET; 44) THENCE RUN NORTH 29°53'51" EAST, A DISTANCE OF 44.60 FEET; 45) THENCE RUN NORTH 23°10'29" WEST, A DISTANCE OF 33.20 FEET; 46) THENCE RUN NORTH 18°35'37" EAST, A DISTANCE OF 27.55 FEET; 47) THENCE RUN NORTH 73°08'14" EAST, A DISTANCE OF 45.72 FEET; 48) THENCE RUN SOUTH 75°07'36" EAST, A DISTANCE OF 39.57 FEET; 49) THENCE RUN SOUTH 24°04'20" WEST, A DISTANCE OF 31.68 FEET; 50) THENCE RUN SOUTH 0°59'57" WEST, A DISTANCE OF 48.03 FEET; 51) THENCE RUN SOUTH 52°17'22" EAST, A DISTANCE OF 48.07 FEET; 52) THENCE RUN NORTH 66°20'51" EAST, A DISTANCE OF 13.56 FEET; 53) THENCE RUN NORTH 34°34'23" EAST, A DISTANCE OF 35.98 FEET; 54) THENCE RUN SOUTH 45°16'08" EAST, A DISTANCE OF 107.98 FEET; 55) THENCE RUN NORTH 87°21'34" EAST, A DISTANCE OF 18.41 FEET; 56) THENCE RUN NORTH 6°15'31" WEST, A DISTANCE OF 20.76 FEET; 57) THENCE RUN NORTH 12°46'38" EAST, A DISTANCE OF 80.57 FEET; 58) THENCE RUN NORTH 31°55'50" EAST, A DISTANCE OF 30.36 FEET; 59) THENCE RUN SOUTH 66°37'19" EAST, A DISTANCE OF 34.82 FEET; 60) THENCE RUN SOUTH 44°28'11" EAST, A DISTANCE OF 129.15 FEET; 61) THENCE RUN SOUTH 49°18'53" EAST, A DISTANCE OF 52.48 FEET; 62) THENCE RUN SOUTH 35°51'24" EAST, A DISTANCE OF 64.94 FEET; 63) THENCE RUN SOUTH 86°36'10" EAST, A DISTANCE OF 29.60 FEET; 64) THENCE RUN NORTH 34°03'48" EAST, A DISTANCE OF 33.17 FEET; 65) THENCE RUN NORTH 58°35'19" EAST, A DISTANCE OF 23.42 FEET; 66) THENCE RUN NORTH 67°28'48" EAST, A DISTANCE OF 16.16 FEET; 67) THENCE RUN SOUTH 70°01'48" EAST, A DISTANCE OF 59.36 FEET; 68) THENCE RUN SOUTH 52°24'28" EAST, A DISTANCE OF 49.31 FEET; 69) THENCE RUN SOUTH 6°11'39" EAST, A DISTANCE OF 112.62 FEET; 70) THENCE RUN SOUTH 19°21'43" WEST, A DISTANCE OF 48.17 FEET; 71) THENCE RUN SOUTH 30°01'39" EAST, A DISTANCE OF 42.40 FEET; 72) THENCE RUN NORTH 69°27'26" EAST, A DISTANCE OF 48.70 FEET; 73) THENCE RUN NORTH 38°44'14" EAST, A DISTANCE OF 49.09 FEET; 74) THENCE RUN SOUTH 69°21'47" EAST, A DISTANCE OF 64.50 FEET; 75) THENCE RUN SOUTH 9°46'55" WEST, A DISTANCE OF 34.17 FEET; 76) THENCE RUN SOUTH 21°11'09" WEST, A DISTANCE OF 33.22 FEET; 77) THENCE RUN SOUTH 60°39'35" EAST, A DISTANCE OF 18.66 FEET; 78) THENCE RUN SOUTH 85°21'11" EAST, A DISTANCE OF 42.63 FEET; 79) THENCE RUN SOUTH 50°22'51" EAST, A DISTANCE OF 65.53 FEET; 80) THENCE RUN NORTH 87°03'02" EAST, A DISTANCE OF 36.13 FEET; 81) THENCE RUN NORTH 66°54'01" EAST, A DISTANCE OF 18.47 FEET; 82) THENCE RUN NORTH 3°52'06" WEST, A DISTANCE OF 46.07 FEET; 83) THENCE RUN NORTH 11°37'08" EAST, A DISTANCE OF 55.42 FEET; 84) THENCE RUN NORTH 46°15'23" EAST, A DISTANCE OF 41.19 FEET; 85) THENCE RUN SOUTH 54°19'16" EAST, A DISTANCE OF 34.82 FEET; 86) THENCE RUN SOUTH 18°37'18" EAST, A DISTANCE OF 55.44 FEET; 87) THENCE RUN SOUTH 36°09'16" EAST, A DISTANCE OF 16.52 FEET; 88) THENCE RUN SOUTH 12°18'13" WEST, A DISTANCE OF 33.81 FEET; 89) THENCE RUN SOUTH 8°03'40" WEST, A DISTANCE OF 30.62 FEET; 90) THENCE RUN SOUTH 71°34'38" EAST, A DISTANCE OF 33.47 FEET; 91) THENCE RUN SOUTH 31°09'45" EAST, A DISTANCE OF 99.77 FEET; 92) THENCE RUN SOUTH 46°49'17" EAST, A DISTANCE OF 38.83 FEET; 93) THENCE RUN SOUTH 69°13'53" EAST, A DISTANCE OF 72.04 FEET; 94) THENCE RUN SOUTH 18°55'25" WEST, A DISTANCE OF 50.15 FEET; 95) THENCE RUN SOUTH 9°34'51" WEST, A DISTANCE OF 29.71 FEET; 96) THENCE RUN SOUTH 21°44'28" EAST, A DISTANCE OF 50.54 FEET; 97) THENCE RUN SOUTH 78°16'53" EAST, A DISTANCE OF 80.04 FEET; 98) THENCE RUN SOUTH 88°35'11" EAST, A DISTANCE OF 18.17 FEET; 99) THENCE RUN SOUTH 34°04'34" EAST, A DISTANCE OF 18.52 FEET; 100) THENCE RUN SOUTH 8°24'46" EAST, A DISTANCE OF 53.94 FEET; 101) THENCE RUN SOUTH 34°04'28" EAST, A DISTANCE OF 29.88 FEET; 102) THENCE RUN SOUTH 70°12'27" EAST, A DISTANCE OF 113.37 FEET; 103) THENCE RUN NORTH 83°21'16" EAST, A DISTANCE OF 55.94 FEET; 104) THENCE RUN SOUTH 89°13'20" EAST, A DISTANCE OF 47.61 FEET; 105) THENCE RUN SOUTH 56°34'43" EAST, A DISTANCE OF 18.77 FEET; 106) THENCE RUN SOUTH 10°37'01" EAST, A DISTANCE OF 52.15 FEET; 107) THENCE RUN SOUTH 13°09'59" WEST, A DISTANCE OF 13.56 FEET; 108) THENCE RUN NORTH 80°20'17" WEST, A DISTANCE OF 40.79 FEET; 109) THENCE RUN SOUTH 5°18'49" EAST, A DISTANCE OF 44.55 FEET; 110) THENCE RUN SOUTH 28°06'40" EAST, A DISTANCE OF 63.85 FEET; 111) THENCE RUN SOUTH 43°58'43" EAST, A DISTANCE OF 56.19 FEET; 112) THENCE RUN SOUTH 55°52'16" EAST, A DISTANCE OF 34.28 FEET; 113) THENCE RUN SOUTH 37°12'15" EAST, A DISTANCE OF 28.24 FEET; 114) THENCE RUN SOUTH 4°24'06" EAST, A DISTANCE OF 30.34 FEET; 115) THENCE RUN SOUTH 38°11'30" WEST, A DISTANCE OF 44.67 FEET; 116) THENCE RUN SOUTH 17°25'44" WEST, A DISTANCE OF 80.97 FEET; 117) THENCE RUN SOUTH 13°45'41" EAST, A DISTANCE OF 93.16 FEET; 118) THENCE RUN SOUTH 4°13'34" EAST, A DISTANCE OF 35.96 FEET; 119) THENCE RUN SOUTH 31°03'41" WEST, A DISTANCE OF 38.79 FEET; 120) THENCE RUN SOUTH 50°23'31" WEST, A DISTANCE OF 53.96 FEET; 121) THENCE RUN SOUTH 8°00'29" EAST, A DISTANCE OF 125.66 FEET; 122) THENCE RUN SOUTH 33°24'47" EAST, A DISTANCE OF 56.25 FEET; 123) THENCE RUN SOUTH 17°38'36" EAST, A DISTANCE OF 55.96 FEET; 124) THENCE RUN SOUTH 48°42'41" EAST, A DISTANCE OF 36.34 FEET; 125) THENCE RUN SOUTH 68°44'22" EAST, A DISTANCE OF 99.52 FEET; 126) THENCE RUN SOUTH 51°37'51" EAST, A DISTANCE OF 175.99 FEET; 127) THENCE RUN SOUTH 15°20'00" EAST, A DISTANCE OF 86.48 FEET; 128) THENCE RUN SOUTH 67°31'04" EAST, A DISTANCE OF 28.35 FEET; 129) THENCE RUN NORTH 90°00'00" EAST, A DISTANCE OF 24.61 FEET; 130) THENCE RUN SOUTH 53°45'09" EAST, A DISTANCE OF 81.87 FEET; 131) THENCE RUN NORTH 88°10'53" EAST, A DISTANCE OF 84.46 FEET; 132) THENCE RUN SOUTH 64°29'32" EAST, A DISTANCE OF 42.11 FEET; 133) THENCE RUN SOUTH 34°23'30" EAST, A DISTANCE OF 85.96 FEET; 134) THENCE RUN SOUTH 16°39'22" WEST, A DISTANCE OF 27.91 FEET; 135) THENCE RUN SOUTH 12°48'03" EAST, A DISTANCE OF 74.96 FEET; 136) THENCE RUN SOUTH 71°06'28" EAST, A DISTANCE OF 34.29 FEET; 137) THENCE RUN SOUTH 83°31'17" EAST, A DISTANCE OF 59.03 FEET; 138) THENCE RUN SOUTH 59°28'14" EAST, A DISTANCE OF 117.72 FEET; 139) THENCE RUN SOUTH 50°58'32" EAST, A DISTANCE OF 78.80 FEET; 140) THENCE RUN SOUTH 23°38'32" EAST, A DISTANCE OF 44.56 FEET; 141) THENCE RUN SOUTH 55°06'49" EAST, A DISTANCE OF 108.58 FEET; 142) THENCE RUN SOUTH 27°26'56" EAST, A DISTANCE OF 51.36 FEET; 143) THENCE RUN NORTH 85°41'13" EAST, A DISTANCE OF 19.40 FEET; 144) THENCE RUN NORTH 26°37'30" EAST, A DISTANCE OF 33.13 FEET; 145) THENCE RUN NORTH 51°21'35" EAST, A DISTANCE OF 14.12 FEET; 146) THENCE RUN SOUTH 58°55'47" EAST, A DISTANCE OF 78.56 FEET; 147) THENCE RUN SOUTH 42°08'01" EAST, A DISTANCE OF 31.68 FEET; 148) THENCE RUN SOUTH 87°23'57" EAST, A DISTANCE OF 33.14 FEET; 149) THENCE RUN SOUTH 87°19'54" EAST, A DISTANCE OF 20.88 FEET; 150) THENCE RUN SOUTH 48°48'16" EAST, A DISTANCE OF 35.02 FEET; 151) THENCE RUN SOUTH 79°11'28" EAST, A DISTANCE OF 48.18 FEET; 152) THENCE RUN NORTH 71°14'56" EAST, A DISTANCE OF 24.55 FEET; 153) THENCE RUN SOUTH 65°15'18" EAST, A DISTANCE OF 20.68 FEET; 154) THENCE RUN SOUTH 1°55'57" WEST, A DISTANCE OF 32.53 FEET; 155) THENCE RUN SOUTH 40°26'02" EAST, A DISTANCE OF 26.19 FEET; 156) THENCE RUN NORTH 77°49'11" EAST, A DISTANCE OF 25.26 FEET; 157) THENCE RUN NORTH 44°24'19" EAST, A DISTANCE OF 52.38 FEET; 158) THENCE RUN NORTH 65°29'44" EAST, A DISTANCE OF 19.93 FEET; 159) THENCE RUN SOUTH 75°01'42" EAST, A DISTANCE OF 46.78 FEET; 160) THENCE RUN NORTH 88°57'43" EAST, A DISTANCE OF 39.65 FEET; 161) THENCE RUN SOUTH 41°53'52" EAST, A DISTANCE OF 24.69 FEET; 162) THENCE RUN SOUTH 19°02'23" WEST, A DISTANCE OF 47.42 FEET; 163) THENCE RUN SOUTH 9°25'46" EAST, A DISTANCE OF 21.71 FEET; 164) THENCE RUN SOUTH 71°28'04" EAST, A DISTANCE OF 120.01 FEET; 165) THENCE RUN SOUTH 58°53'24" EAST, A DISTANCE OF 65.88 FEET; 166) THENCE RUN SOUTH 27°59'46" EAST, A DISTANCE OF 61.20 FEET; 167) THENCE RUN SOUTH 85°44'39" EAST, A DISTANCE OF 31.86 FEET; 168) THENCE RUN NORTH 14°19'15" EAST, A DISTANCE OF 34.16 FEET; 169) THENCE RUN NORTH 89°24'57" EAST, A DISTANCE OF 33.12 FEET; 170) THENCE RUN SOUTH 49°49'11" EAST, A DISTANCE OF 94.23 FEET; 171) THENCE RUN SOUTH 9°37'52" EAST, A DISTANCE OF 140.51 FEET; 172) THENCE RUN SOUTH 11°42'52" EAST, A DISTANCE OF 99.77 FEET; 173) THENCE RUN SOUTH 33°42'31" EAST, A DISTANCE OF 107.91 FEET; 174) THENCE RUN SOUTH 15°23'26" EAST, A DISTANCE OF 162.21 FEET; 175) THENCE RUN SOUTH 56°20'13" EAST, A DISTANCE OF 282.99 FEET; 176) THENCE RUN SOUTH 73°23'48" EAST, A DISTANCE OF 298.06 FEET; 177) THENCE RUN SOUTH 66°21'49" EAST, A DISTANCE OF 344.48 FEET; 178) THENCE RUN SOUTH 70°55'17" EAST, A DISTANCE OF 449.10 FEET; 179) THENCE RUN SOUTH 89°03'48" EAST, A DISTANCE OF 410.32 FEET; 180) THENCE RUN SOUTH 64°00'12" EAST, A DISTANCE OF 129.11 FEET; 181) THENCE RUN SOUTH 25°15'06" EAST, A DISTANCE OF 161.04 FEET; 182) THENCE RUN SOUTH 12°54'52" EAST, A DISTANCE OF 954.44 FEET; 183) THENCE RUN SOUTH 12°51'05" EAST, A DISTANCE OF 924.25 FEET; 184) THENCE RUN SOUTH 12°40'25" EAST, A DISTANCE OF 726.83 FEET; 185) THENCE RUN SOUTH 19°29'28" EAST, A DISTANCE OF 398.97 FEET; 186) THENCE RUN SOUTH 25°51'42" EAST, A DISTANCE OF 726.06 FEET; 187) THENCE RUN SOUTH 25°28'52" EAST, A DISTANCE OF 968.13 FEET; 188) THENCE RUN SOUTH 25°33'45" EAST, A DISTANCE OF 819.48 FEET; 189) THENCE RUN SOUTH 26°14'58" EAST, A DISTANCE OF 1083.72 FEET; 190) THENCE RUN SOUTH 26°01'44" EAST, A DISTANCE OF 906.86 FEET; 191) THENCE RUN SOUTH 26°08'34" EAST, A DISTANCE OF 799.74 FEET; 192) THENCE RUN SOUTH 24°24'20" EAST, A DISTANCE OF 671.77 FEET; 193) THENCE RUN SOUTH 25°59'50" EAST, A DISTANCE OF 1339.15 FEET; 194) THENCE RUN SOUTH 25°31'00" EAST, A DISTANCE OF 1750.21 FEET; 195) THENCE RUN SOUTH 25°52'24" EAST, A DISTANCE OF 1050.83 FEET; 196) THENCE RUN SOUTH 25°21'19" EAST, A DISTANCE OF 458.61 FEET; 197) THENCE RUN SOUTH 4°54'12" EAST, A DISTANCE OF 294.11 FEET; 198) THENCE RUN SOUTH 2°09'06" EAST, A DISTANCE OF 1633.27 FEET; 199) THENCE RUN SOUTH 1°47'43" EAST, A DISTANCE OF 1425.32 FEET; 200) THENCE RUN SOUTH 2°11'35" EAST, A DISTANCE OF 1157.08 FEET; 201) THENCE RUN SOUTH 1°35'32" EAST, A DISTANCE OF 223.23 FEET; 202) THENCE RUN SOUTH 15°12'47" EAST, A DISTANCE OF 186.06 FEET; 203) THENCE RUN SOUTH 24°35'05" EAST, A DISTANCE OF 734.95 FEET; 204) THENCE RUN SOUTH 22°51'09" EAST, A DISTANCE OF 269.86 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 9,121.82 ACRES, MORE OR LESS.



VICINITY MAP = NOT TO SCALE

GENERAL NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM WEST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT.
4. SUBJECT PARCEL CONTAINS: ±9121.82 ACRES
5. EASEMENTS ARE NOT SHOWN.

JEREMY D. HALLICK, PROFESSIONAL SURVEYOR AND MAPPER, LICENSE NUMBER 6715, STATE OF FLORIDA

JEREMY D. HALLICK, FLORIDA LICENSED SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6715

CFB CLYMER FARNER BARLEY
4450 NE 83RD ROAD • WILDWOOD, FL 34785
(352) 748-3126 LB4709

REVISIONS	DATE
ADDED ADDITIONAL 409.50 ACRES± - DMS	4/8/2022

CLIENT: THE VILLAGES LAND COMPANY, LLC
JOB NO.: S16063.0541
DRAWING DATE: 09/19/2019
DRAWN BY: DMS
CHECKED BY: JDH

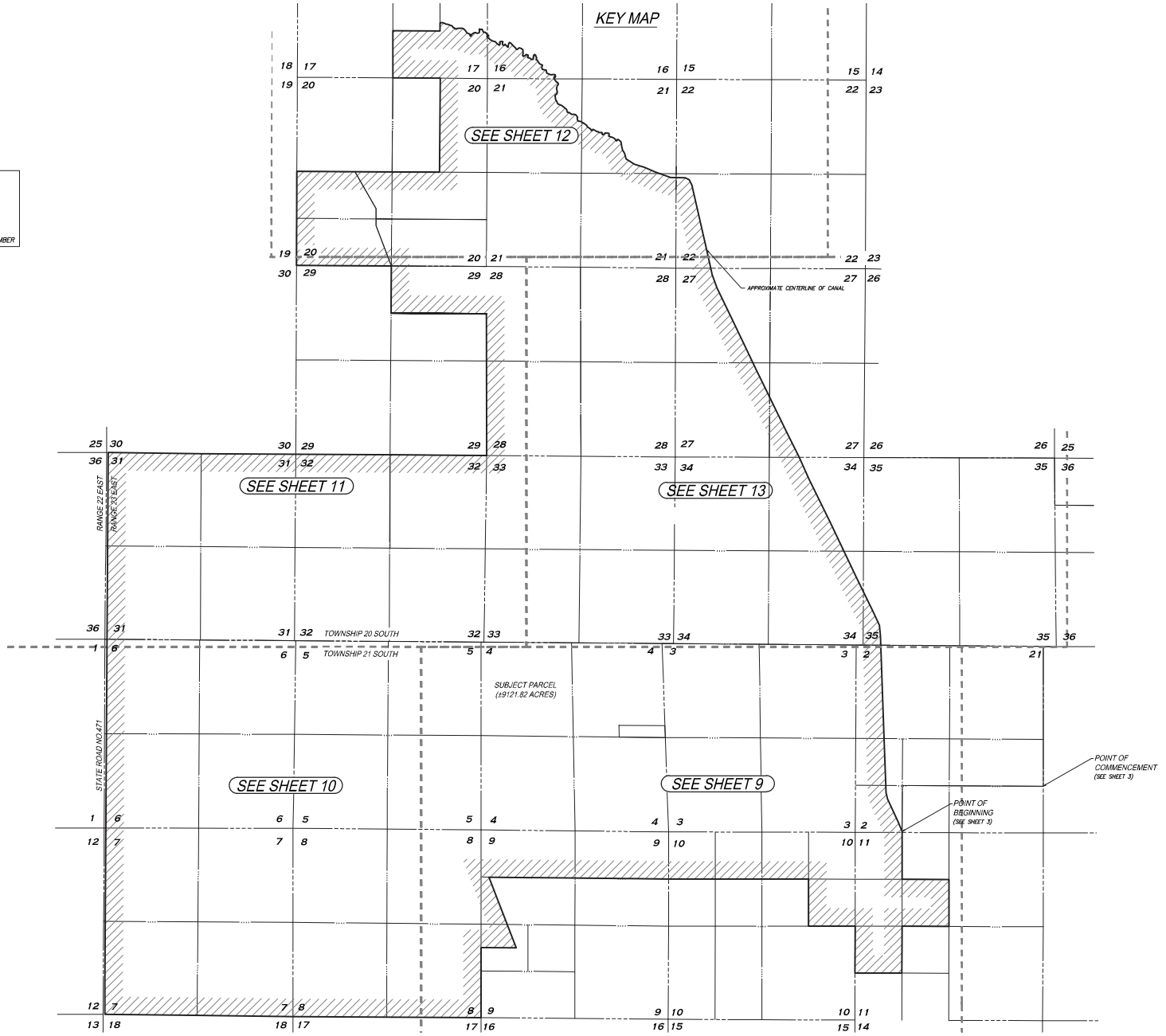
VOSO 9TH AMENDMENT-CHAPTER 163
AREA C - AMENDED AND RESTATED
TOWNSHIP 20 SOUTH, RANGE 23 EAST
TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA

SKETCH OF DESCRIPTION
FOR
THE VILLAGES LAND COMPANY, LLC

SHEET 07 OF 15

LEGEND:

LB = LICENSED BUSINESS
ORB = OFFICIAL RECORDS BOOK
PG = PAGE
o = CHANGE IN DIRECTION
= LINE BREAK
36 = SECTION NUMBER
PID = PARCEL IDENTIFICATION NUMBER



CFB CLYDE FOLSOM BARRETT
CIVIL ENGINEERS & SURVEYORS, LB 1376
1500 SOUTH TRUSTY STREET, TITUSVILLE, FL 32780

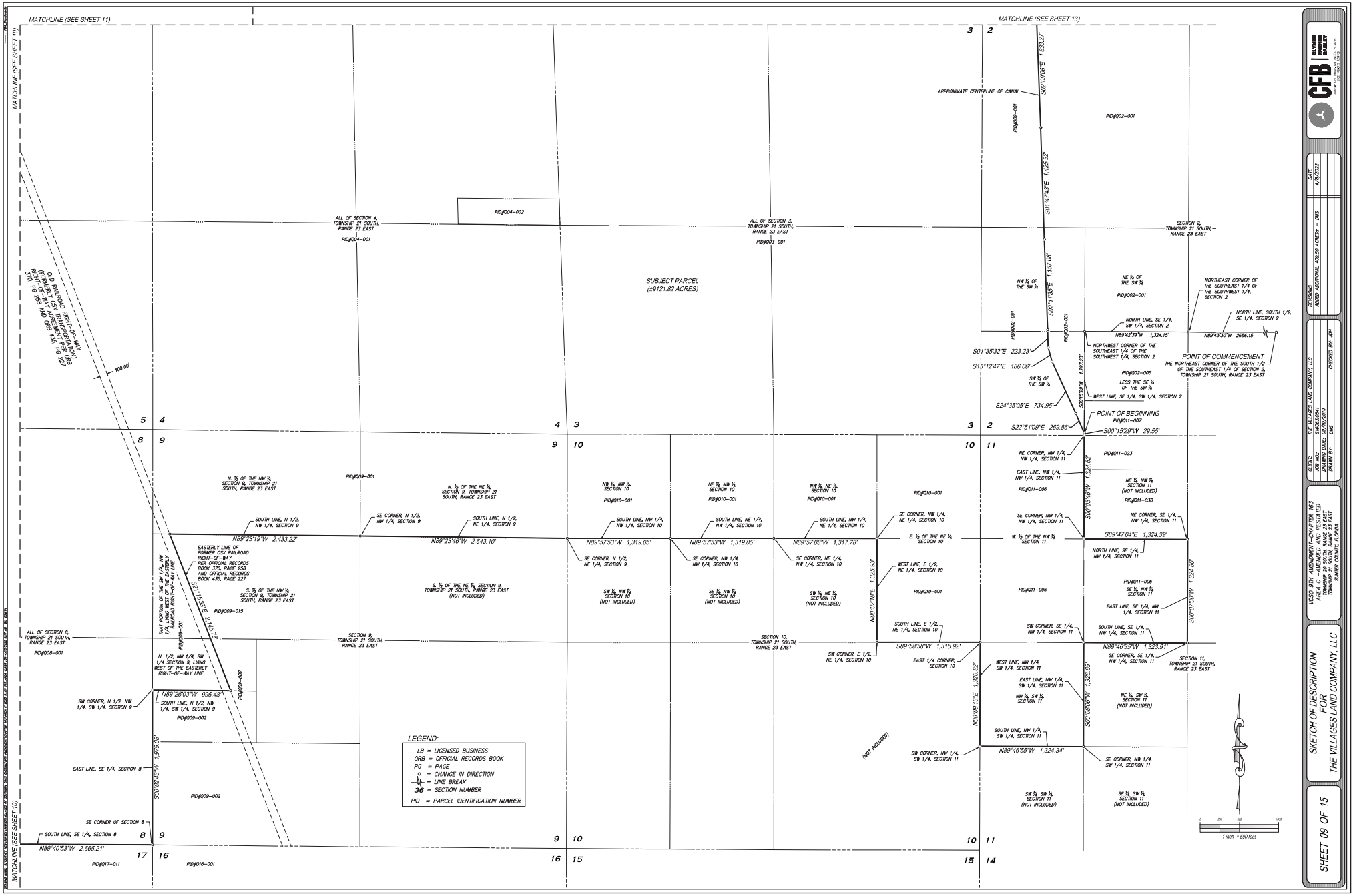
DATE	REVISIONS
4/6/2022	ADDED ADDITIONAL 499.50 ACRES - BMS

CLIENT: THE VILLAGES LAND COMPANY, LLC
PROJ.: 2019-0103
DRAWING DATE: 09/19/2019
DRAWN BY: BMS
CHECKED BY: JEH

VOSD 9TH AMENDMENT-CHAPTER 163
AREA C - AMENDED AND RESTATED
TOWNSHIP 20 SOUTH, RANGE 22 EAST
TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA

SKETCH OF DESCRIPTION FOR THE VILLAGES LAND COMPANY, LLC

SHEET 08 OF 15



CFB SILVERMAN PARKER LLC
CIVIL ENGINEERS • PLANNERS • SURVEYORS
1935 THE VILLAGES PARKWAY, SUITE 1, THE VILLAGES, FL 32162
(352) 753-2118 FAX (352) 753-2119

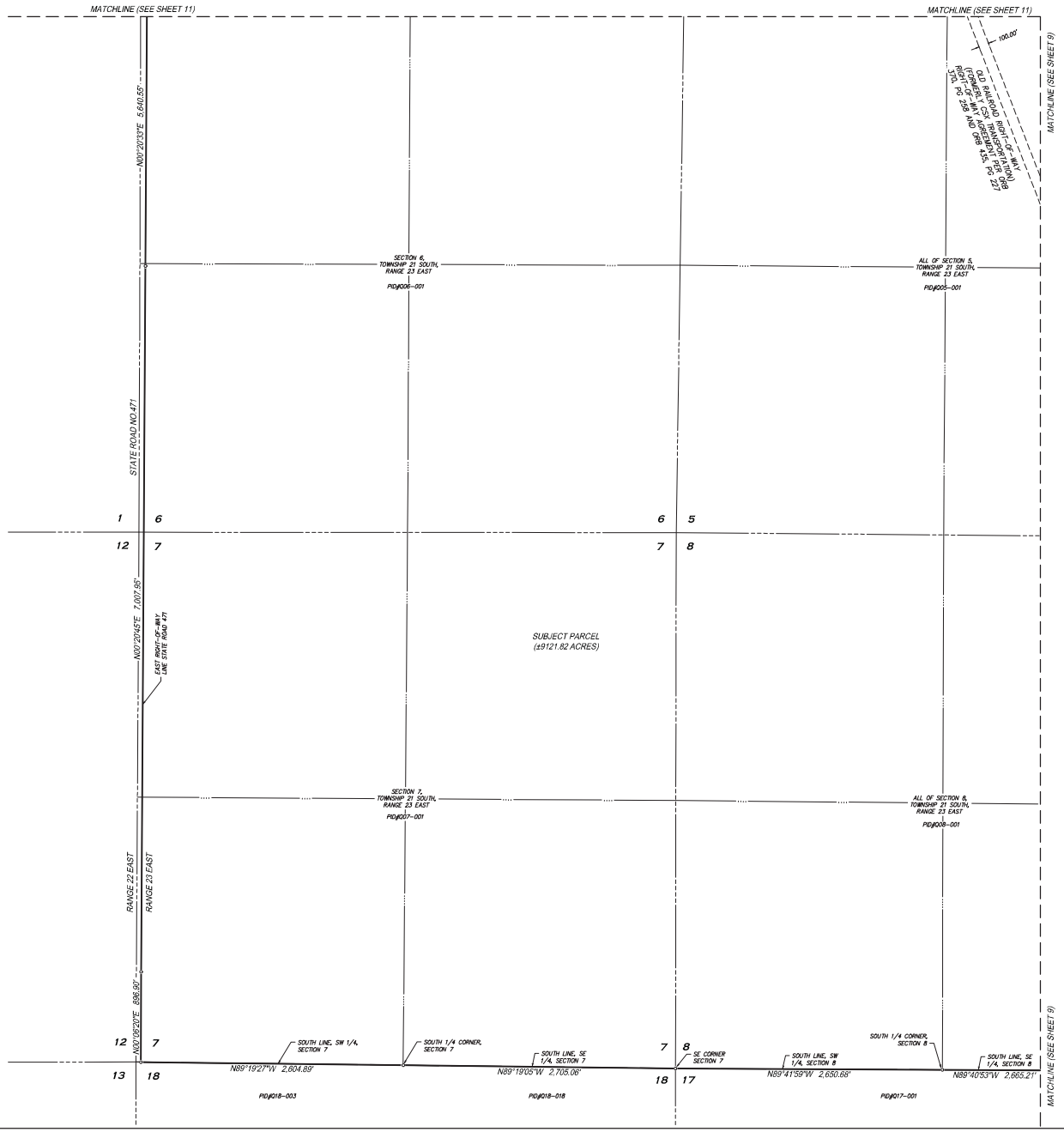
REVISIONS	DATE
ADDED ADDITIONAL 498.90 ACRES - BMS	4/6/2022

CLIENT: THE VILLAGES LAND COMPANY, LLC
PROJECT: 19-0503
DRAWING DATE: 09/19/2019
DRAWN BY: BMS
CHECKED BY: JSH

VCDD 9TH AMENDMENT-CHAPTER 163
AREA C - AMENDED AND RESTATED
SECTIONS 2, 3, 4, 8, 9, 10, 11, 14, 15, 16, 17
TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA

SKETCH OF DESCRIPTION FOR THE VILLAGES LAND COMPANY, LLC

SHEET 09 OF 15



LEGEND:

LB	= LICENSED BUSINESS
ORB	= OFFICIAL RECORDS BOOK
PG	= PAGE
○	= CHANGE IN DIRECTION
	= LINE BREAK
36	= SECTION NUMBER
PID	= PARCEL IDENTIFICATION NUMBER

0 250 500 1000

1 inch = 500 feet

CFB SURVEYING & MAPPING
CERTIFICATE OF AUTHORIZATION LB 7696
1905 TRUMAN AVENUE
THE VILLAGES, FLORIDA 32159

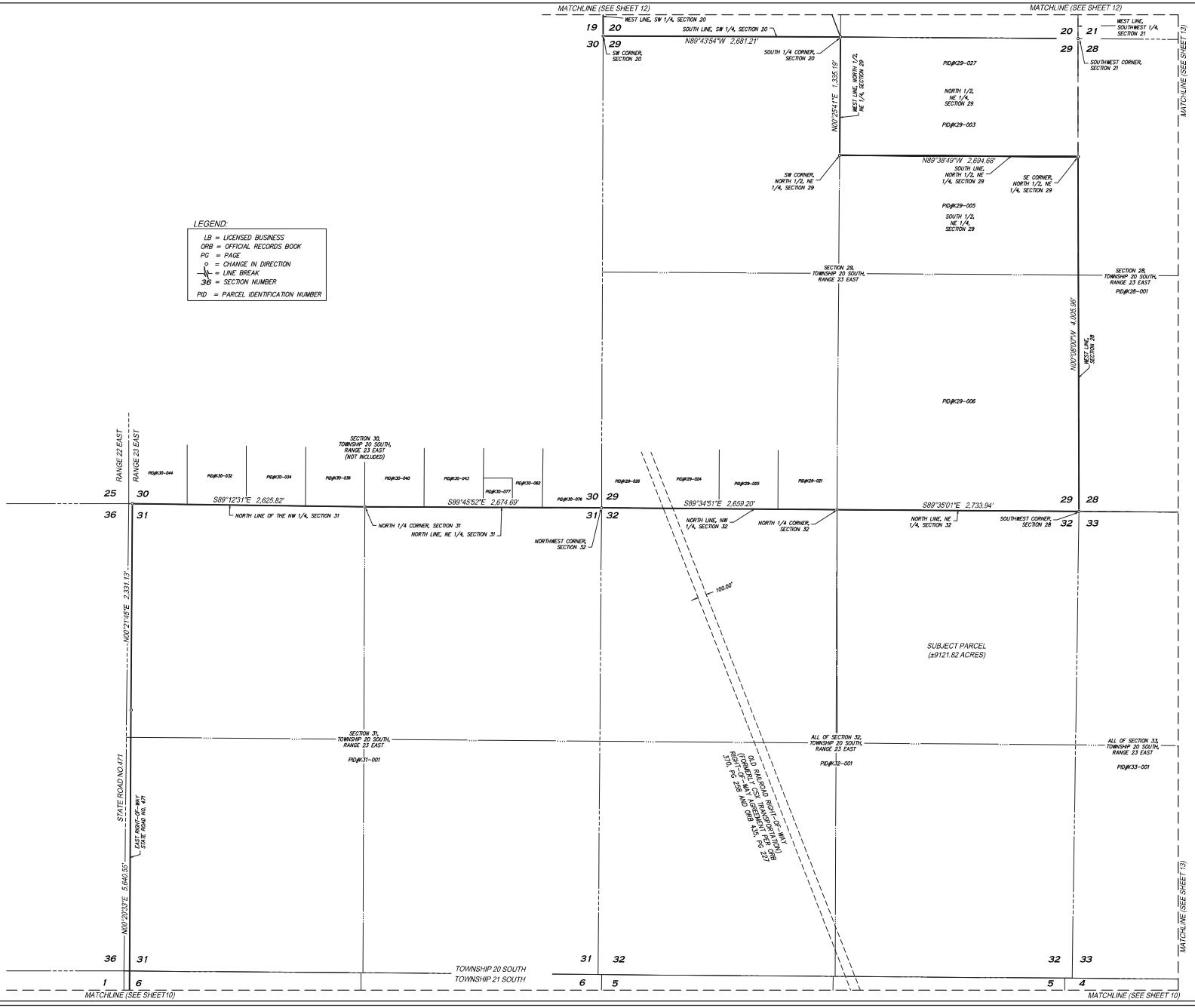
REVISIONS	DATE
ADDED ADDITIONAL 498.50 ACRES - DMS	4/6/2022

CLIENT: THE VILLAGES LAND COMPANY, LLC
PROJECT: VOSD 9TH AMENDMENT
DRAWING DATE: 09/19/2019
DRAWN BY: DMS
CHECKED BY: JDH

VOSD 9TH AMENDMENT-CHAPTER 163
AREA C - AMENDED AND RESTATED
TOWNSHIP 20 SOUTH, RANGE 23 EAST
TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA

SKETCH OF DESCRIPTION FOR THE VILLAGES LAND COMPANY, LLC

SHEET 10 OF 15



CFB CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
1532 TOUCHTON ROAD, JACKSONVILLE, FL 32246
PHONE: (904) 646-9160 FAX: (904) 646-9165
WWW.CFBCECI.COM

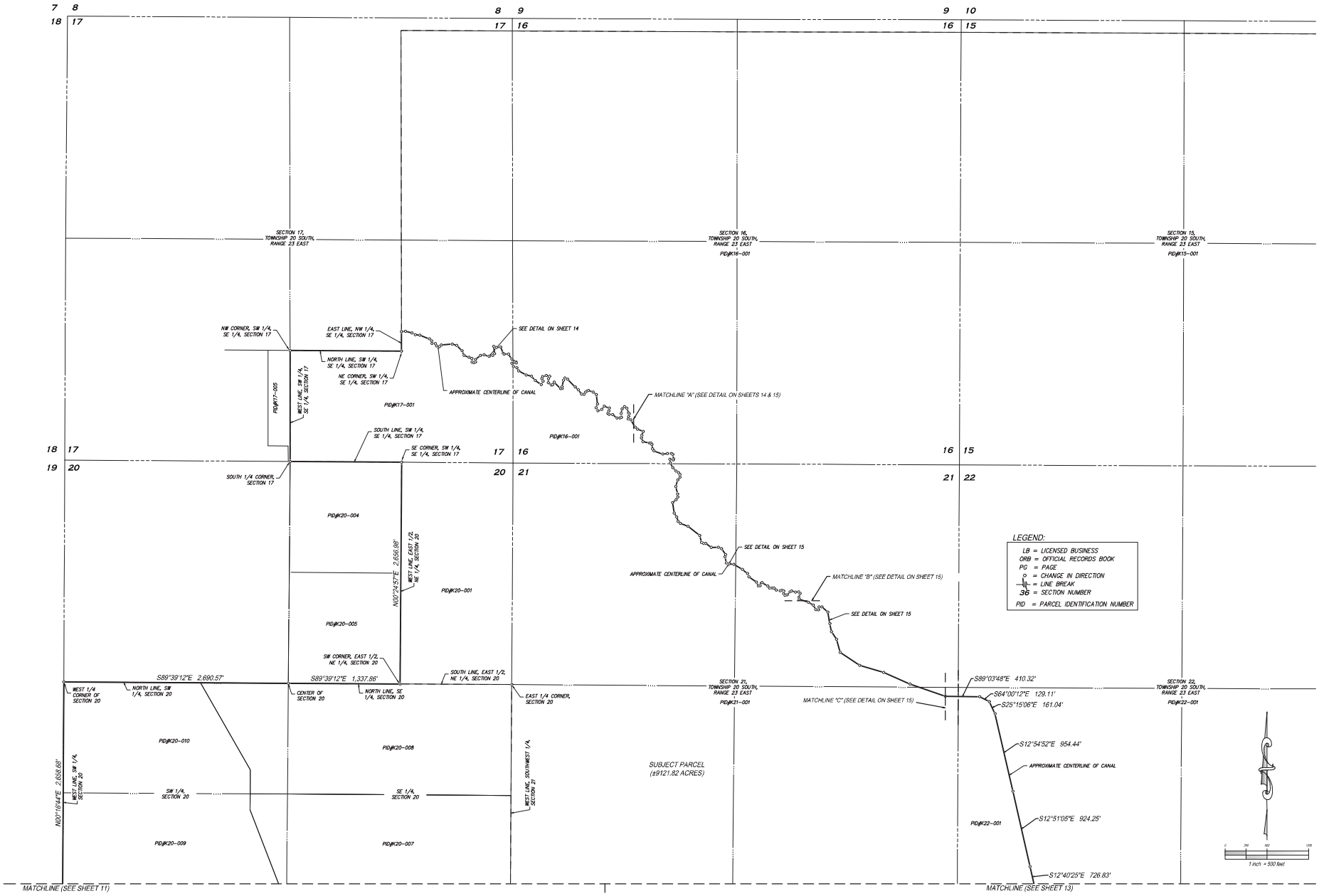
REVISIONS	DATE
ADDED ADDITIONAL 498.90 ACRES - BMS	4/6/2022

CLIENT: THE VILLAGES LAND COMPANY, LLC
PROJ. #: 19-0-0-0-0
DRAWING DATE: 09/19/2019
DRAWN BY: BMS
CHECKED BY: JDH

V050 9TH AMENDMENT-CHAPTER 163
AREA C - AMENDED AND RESTATED
TOWNSHIP 20 SOUTH, RANGE 23 EAST
TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA

SKETCH OF DESCRIPTION FOR THE VILLAGES LAND COMPANY, LLC

SHEET 11 OF 15



CFB CLYDE FOLEY BARNHART
CIVIL ENGINEERS • SURVEYORS • PLANNERS
1905 SOUTH TOWER DRIVE, SUMTER, FL 33513

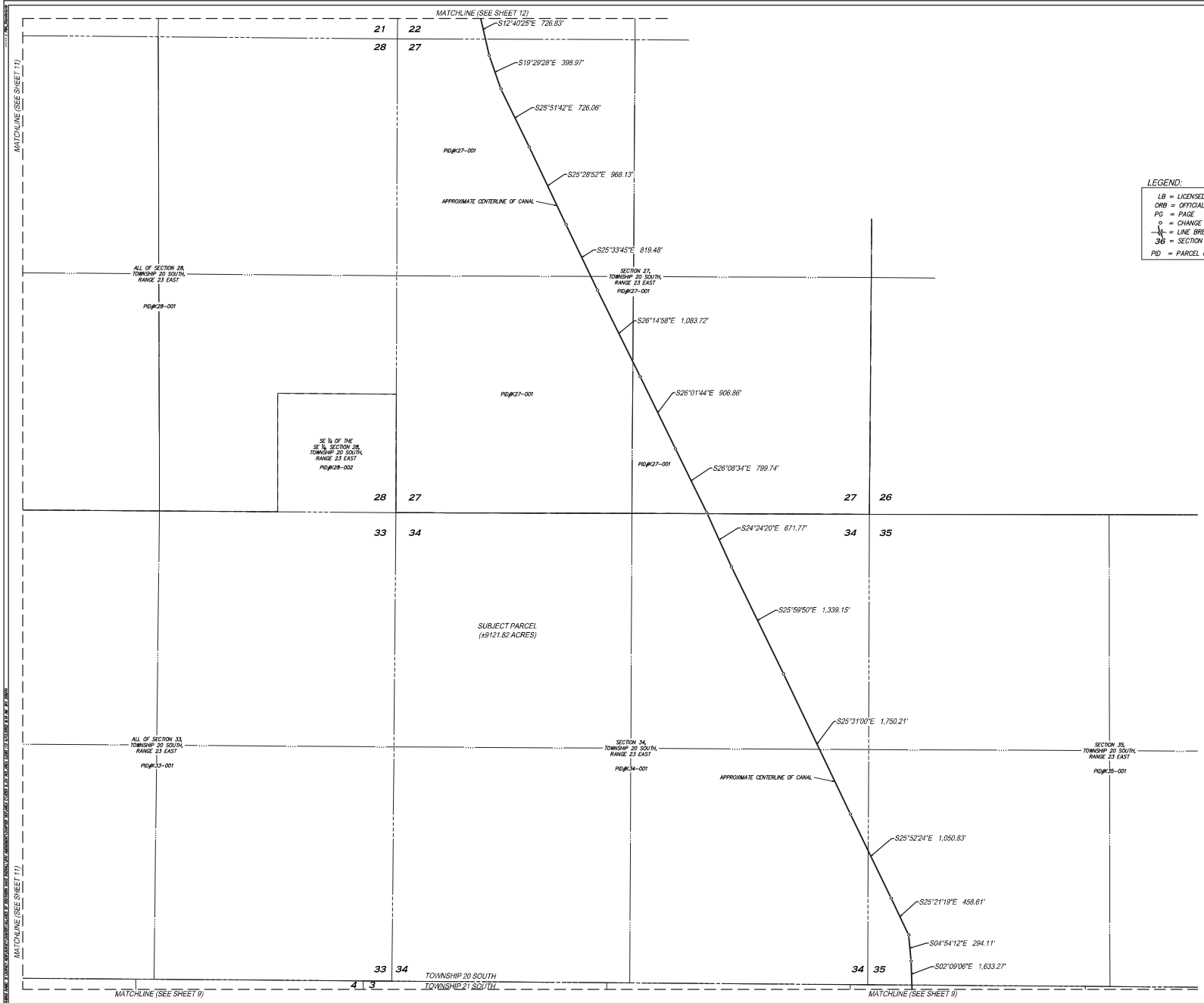
REVISIONS	DATE
ADDED ADDITIONAL 499.90 ACRES - DMS	4/6/2022

CLIENT: THE VILLAGES LAND COMPANY, LLC
PROJECT: VCDD 9TH AMENDMENT
DRAWING DATE: 09/19/2019
DRAWN BY: DMS
CHECKED BY: JDH

VCDD 9TH AMENDMENT-CHAPTER 163
AREA C - AMENDED AND RESTATED
TOWNSHIP 20 SOUTH, RANGE 23 EAST
TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA

SKETCH OF DESCRIPTION FOR THE VILLAGES LAND COMPANY, LLC

SHEET 12 OF 15



CFB
CLYDE & ASSOCIATES, INC.
LAND SURVEYORS
LB 7768
1000 NW 57TH COURT, SUITE 400
OCALA, FLORIDA 34482
PH: (352) 732-8175

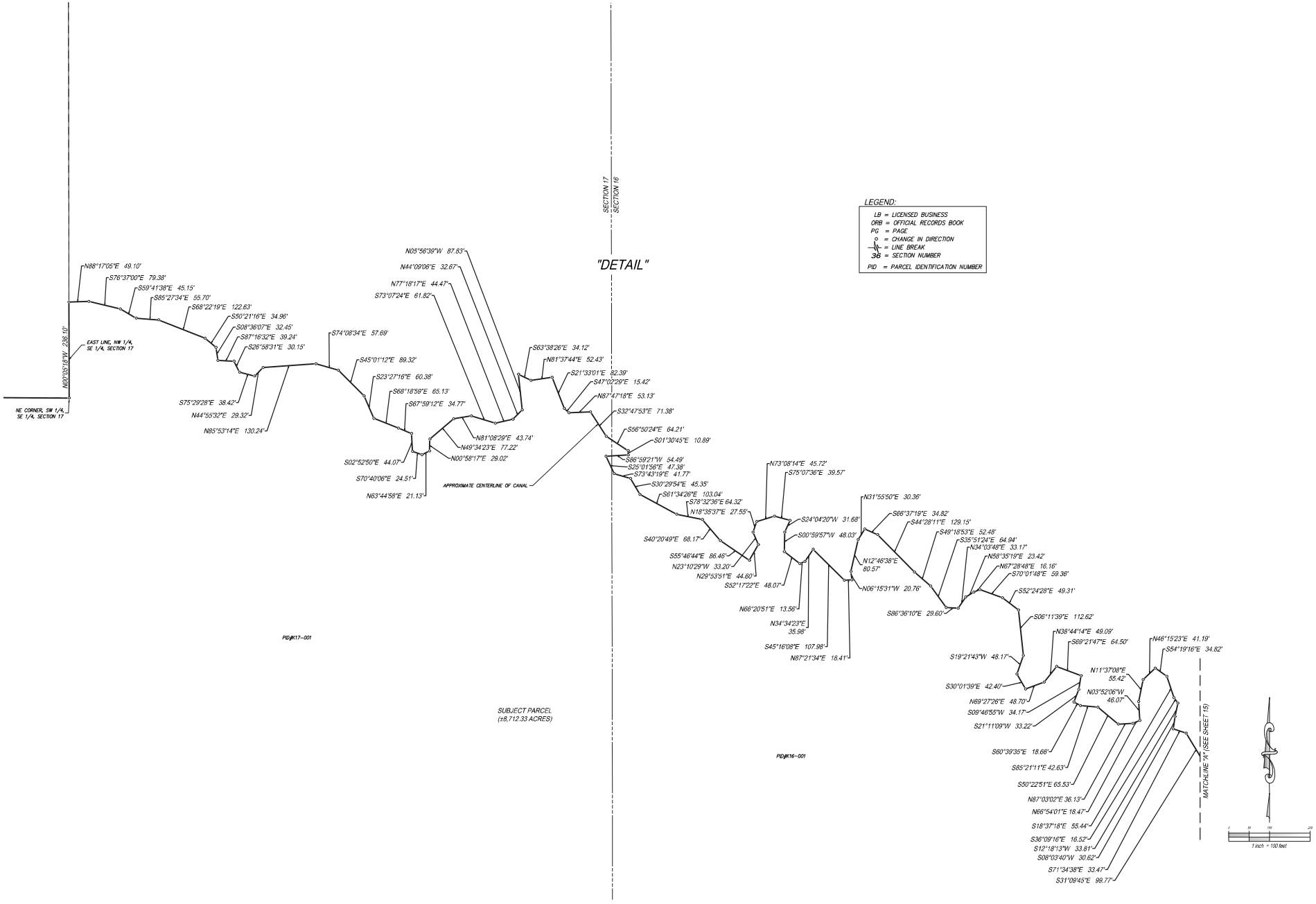
REVISIONS	DATE
ADDED ADDITIONAL 498.50 ACRES ~ BMS	4/6/2022

CLIENT: THE VILLAGES LAND COMPANY, LLC
PROJ.: THE VILLAGES
DRAWING DATE: 09/19/2019
DRAWN BY: BMS
CHECKED BY: JDH

VOSD 9TH AMENDMENT–CHAPTER 163
AREA C – AMENDED AND RESTATED
TOWNSHIP 20 SOUTH, RANGE 23 EAST
TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA

SKETCH OF DESCRIPTION FOR THE VILLAGES LAND COMPANY, LLC

SHEET 13 OF 15



CFB
CLYMER FARMER BARKLEY
www.cfbsurveyors.com
(239) 332-2580

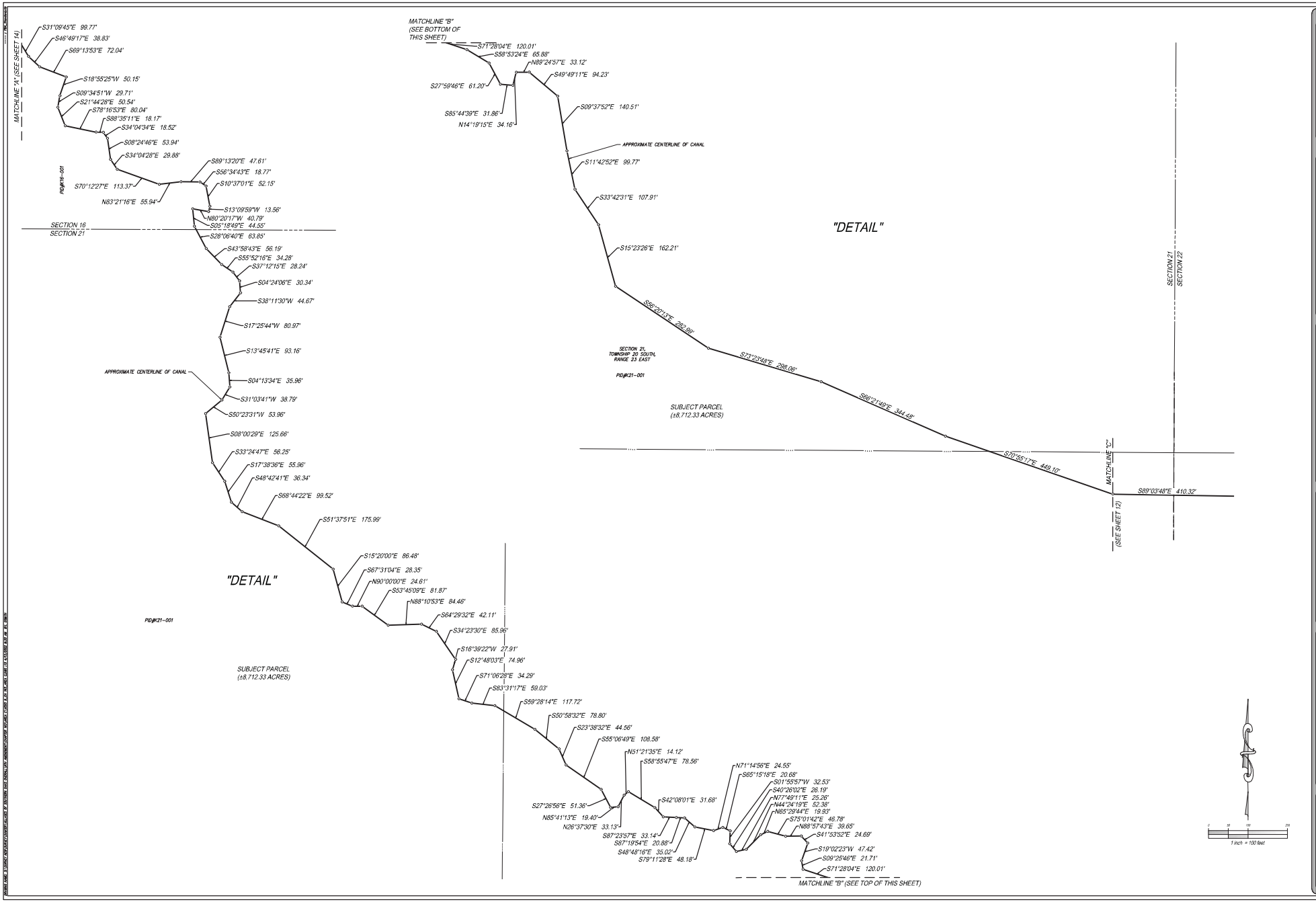
REVISIONS	DATE
ADDED ADDITIONAL 498.50 ACRES – BMS	4/6/2022

CLIENT: THE VILLAGES LAND COMPANY, LLC
PROJECT: VOSO 9TH AMENDMENT
DRAWING DATE: 09/19/2019
DRAWN BY: DMS
CHECKED BY: JDH

VOSO 9TH AMENDMENT–CHAPTER 163
AREA C – AMENDED AND RESTATED
TOWNSHIP 20 SOUTH, RANGE 24 EAST
TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA

SKETCH OF DESCRIPTION
FOR
THE VILLAGES LAND COMPANY, LLC

SHEET 14 OF 15



CLIENT: THE VILLAGES LAND COMPANY, LLC
PROJECT: VCSD 9TH AMENDMENT
DRAWING DATE: 09/19/2019
DRAWN BY: DMS
CHECKED BY: JDH

REVISIONS
AREA D ADDITIONAL 499.50 ACRES – DMS

DATE
4/6/2022

CFB SURVEYING & MAPPING
CFB SURVEYING & MAPPING, LLC
CERTIFICATE OF AUTHORIZATION #LB7500
1520 TOWN CENTER BLVD. SUITE 101
THE VILLAGES, FLORIDA 32162
(352) 753-2617 (352) 753-2618

VCSD 9TH AMENDMENT–CHAPTER 163
AREA C – AMENDED AND RESTATED
TOWNSHIP 20 SOUTH, RANGE 23 EAST
TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA

SKETCH OF DESCRIPTION FOR THE VILLAGES LAND COMPANY, LLC

SHEET 15 OF 15

EXHIBIT 2

LAND USE CONVERSION MATRIX

Kimley»Horn

October 30, 2020

Mr. Martin L. Dzuro
The Villages Land Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

RE: ***The Villages of Southern Oaks***
Updated Land Use Conversion Table - Revised October 2020

Dear Martin:

Enclosed with this letter is a revised land use conversion (LUC) table for future use to allow conversion between land uses in The Villages of Southern Oaks development with neutral net trip impact. The revised table has been updated to reflect several new land uses, including those for non-age restricted residential houses and apartments.

The LUC table is based on average PM peak hour trip generation rates in the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 10th Edition*. The table is consistent with previously provided LUC tables for developments within The Villages to allow flexibility in the future as market conditions change.

Below are two example calculations using the LUC table to help understand its application.

> *If the developer would like to develop 200 non-age restricted single-family dwelling units, for example, the developer would need to reduce the number of Villages single-family dwelling units by 565 to remain trip neutral (using the calculation of 1 non-age restricted single-family dwelling unit is equivalent to 0.354 Villages single-family dwelling units, 200 / 0.354 = 564.97, or 565 dwelling units). The conversion would result in equivalent roadway impacts based on the most recent analysis for The Villages of Southern Oaks.*
>
> *If the developer would like to develop 150 non-age restricted single-family dwelling units, for example, the developer would need to reduce the commercial square footage by 38,981 to remain trip neutral (using the calculation of 1,000 square feet of retail is equal to 3.848 non-age restricted single family dwelling units, 150 / 3.848 = 38.981 ksf, or 38,981 square feet). The conversion would result in equivalent roadway impacts based on the most recent analysis for The Villages of Southern Oaks.*

If you have any questions regarding this table or additional calculations, please feel free to contact me.

Sincerely,

Richard R. Barr

Richard R. Barr, AICP
Senior Vice President

Attachment: Land Use Conversion Table, Revised October 2020

Land Use Conversion Table

The Villages of West Lake

Revised October 2020

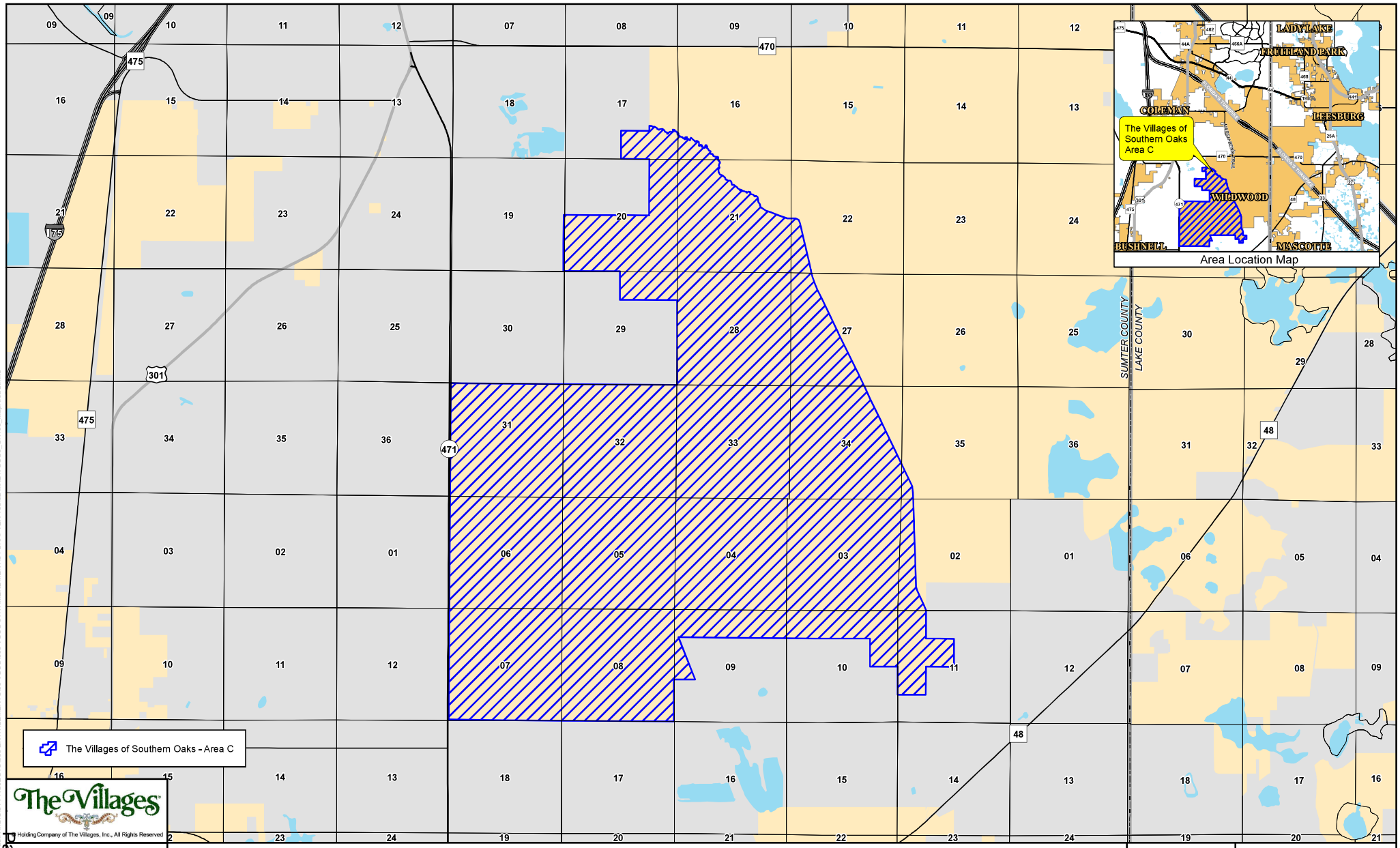
Land Use Conversion		TO: Villages Single-Family Residential	Villages Multi-Family Residential	Community Support District - Single Family	Community Support District - Multi-Family (1-2 stories)	Community Support District - Multi-Family (3+ stories)	Congregate Care / Independent Living Facility	Assisted Living Facility	Nursing Home / Skilled Nursing Facility	Hospital	Medical Office	Research & Development Center	Educational (University / College)	General Office	Commercial / Retail	Hotel	Light Industrial	Government Office	ITE Trip Generation Manual 10th Edition PM Peak Hour Trip Generation: Land use	ITE Code	Trip Generation Rate
	Units	DU	DU	DU	DU	DU	DU	Beds	Beds	Beds	KSF	KSF	Students	KSF	KSF	Rooms	KSF	KSF			
FROM: Villages Single-Family Residential	DU	1.000	1.750	0.285	0.500	0.636	1.944	1.346	1.591	0.185	0.101	0.714	2.333	0.304	0.092	0.583	0.556	0.205	Villages Single-Family Residential [1]	N/A	T= 0.35 *(X), *X is # of Dwelling Units*
Villages Multi-Family Residential	DU	0.571	1.000	0.163	0.286	0.364	1.111	0.769	0.909	0.106	0.058	0.408	1.333	0.174	0.052	0.333	0.317	0.117	Villages Multi-Family Residential [1]	N/A	T= 0.20 *(X), *X is # of Dwelling Units*
Community Support District - Single Family	DU	3.514	6.150	1.000	1.757	2.236	6.833	4.731	5.591	0.651	0.355	2.510	8.200	1.070	0.323	2.050	1.952	0.719	Community Support District - Single Family [2]	N/A	T= 1.23 *(X), *X is # of Dwelling Units*
Community Support District - Multi-Family (1-2 stories)	DU	2.000	3.500	0.569	1.000	1.273	3.889	2.692	3.182	0.370	0.202	1.429	4.667	0.609	0.184	1.167	1.111	0.409	Community Support District - Multi-Family (1-2 stories) [2]	N/A	T= 0.70 *(X), *X is # of Dwelling Units*
Community Support District - Multi-Family (3+ stories)	DU	1.571	2.750	0.447	0.786	1.000	3.056	2.115	2.500	0.291	0.159	1.122	3.667	0.478	0.144	0.917	0.873	0.322	Community Support District - Multi-Family (3+ stories) [2]	N/A	T= 0.55 *(X), *X is # of Dwelling Units*
Congregate Care / Independent Living Facility	DU	0.514	0.900	0.146	0.257	0.327	1.000	0.692	0.818	0.095	0.052	0.367	1.200	0.157	0.047	0.300	0.286	0.105	Congregate Care / Independent Living Facility	253	T= 0.18 *(X), *X is # of Dwelling Units*
Assisted Living Facility	Beds	0.743	1.300	0.211	0.371	0.473	1.444	1.000	1.182	0.138	0.075	0.531	1.733	0.226	0.068	0.433	0.413	0.152	Assisted Living Facility	254	T= 0.26 *(X), *X is # of Beds*
Nursing Home / Skilled Nursing Facility	Beds	0.629	1.100	0.179	0.314	0.400	1.222	0.846	1.000	0.116	0.064	0.449	1.467	0.191	0.058	0.367	0.349	0.129	Nursing Home / Skilled Nursing Facility	620	T= 0.22 *(X), *X is # of Beds*
Hospital	Beds	5.400	9.450	1.537	2.700	3.436	10.500	7.269	8.591	1.000	0.546	3.857	12.600	1.643	0.496	3.150	3.000	1.105	Hospital	610	T= 1.89 *(X), *X is # of Beds*
Medical Office	KSF	9.886	17.300	2.813	4.943	6.291	19.222	13.308	15.727	1.831	1.000	7.061	23.067	3.009	0.908	5.767	5.492	2.023	Medical Office	720	T= 3.46 *(X), *X is 1,000 Square Feet*
Research & Development Center	KSF	1.400	2.450	0.398	0.700	0.891	2.722	1.885	2.227	0.259	0.142	1.000	3.267	0.426	0.129	0.817	0.778	0.287	Research & Development Center	760	T= 0.49 *(X), *X is 1,000 Square Feet*
Educational (University / College)	Students	0.429	0.750	0.122	0.214	0.273	0.833	0.577	0.682	0.079	0.043	0.306	1.000	0.130	0.039	0.250	0.238	0.088	Educational (University / College)	550	T= 0.15 *(X), *X is # of Students*
General Office	KSF	3.286	5.750	0.935	1.643	2.091	6.389	4.423	5.227	0.608	0.332	2.347	7.667	1.000	0.302	1.917	1.825	0.673	General Office	710	T= 1.15 *(X), *X is 1,000 Square Feet*
Commercial / Retail	KSF	10.886	19.050	3.098	5.443	6.927	21.167	14.654	17.318	2.016	1.101	7.776	25.400	3.313	1.000	6.350	6.048	2.228	Commercial / Retail	820	T= 3.81 *(X), *X is 1,000 Square Feet*
Hotel	Rooms	1.714	3.000	0.488	0.857	1.091	3.333	2.308	2.727	0.317	0.173	1.224	4.000	0.522	0.157	1.000	0.952	0.351	Hotel	310	T= 0.60 *(X), *X is # of Rooms*
Light Industrial	KSF	1.800	3.150	0.512	0.900	1.145	3.500	2.423	2.864	0.333	0.182	1.286	4.200	0.548	0.165	1.050	1.000	0.368	Light Industrial	110	T= 0.63 *(X), *X is 1,000 Square Feet*
Government Office	KSF	4.886	8.550	1.390	2.443	3.109	9.500	6.577	7.773	0.905	0.494	3.490	11.400	1.487	0.449	2.850	2.714	1.000	Government Office	730	T= 1.71 *(X), *X is 1,000 Square Feet*

[1] Source: Villages O-D Survey

[2] The Villages Community Support District (CSD) Adjusted Rate

EXHIBIT 3

AREA C LOCATION MAP



Location Map - Area C

The Villages of Southern Oaks
Chapter 163

Drawing Path: A:\GIS\01 PROJECTS\300 ENTITLEMENTS\00 VOSO\009 VOSO 9TH AMENDMENT\04 CHAPTER 163\02 MXD\VOSO9_CH163_MapAreaC.mxd

EXHIBIT 4

PERMITTED USES

PERMITTED USES IN VILLAGES OF SOUTHERN OAKS

1. **PURSUANT TO FUTURE LAND USE POLICY 1.1.2:**

    a. RESIDENTIAL – SINGLE FAMILY DETACHED, SINGLE FAMILY ATTACHED AND MULTI-FAMILY
    b. NON-RESIDENTIAL – COMMERCIAL, OFFICE (GENERAL AND MEDICAL), ASSISTED LIVING FACILITY, INDEPENDENT LIVING FACILITY, MEMORY CARE, HOSPICE, CCRC, SKILLED NURSING FACILITY, HOTEL, HOSPITAL, RECREATION, GOLF COURSE, GOVERNMENT, INSTITUTIONAL, CIVIC, WASTEWATER AND WATER TREATMENT PLANTS, WELL SITES AND OTHER SIMILAR USES.

2. **PURSUANT TO FUTURE LAND USE ELEMENT POLICY 1.1.22:**

    a. RESIDENTIAL (AGE RESTRICTED AND NON-AGE RESTRICTED)
    b. COMMERCIAL INCLUDING BUT NOT LIMITED TO RETAIL, OFFICE, HOTEL, CONVENTION/PERFORMING ARTS CENTER AND THEATER, ASSISTED LIVING FACILITY, SKILLED NURSING FACILITY, MEMORY CARE FACILITY
    c. INSTITUTIONAL/EDUCATIONAL/GOVERNMENTAL INCLUDING BUT NOT LIMITED TO COMMUNITY FACILITIES, RECREATION, GOLF COURSE AND MULTI-USE TRAILS
    d. MEDICAL CAMPUS INCLUDING BUT NOT LIMITED TO HOSPITAL, CLINIC, PROFESSIONAL OFFICES, PHARMACY, ASSISTED LIVING FACILITY/SKILLED NURSING FACILITY, HOSPICE AND CCRC FACILITIES

3. **PURSUANT TO FUTURE LAND USE ELEMENT POLICY 1.1.23:**

    a. RESIDENTIAL (AGE RESTRICTED AND NON-AGE RESTRICTED), OFFICE, COMMERCIAL/RETAIL, HOTEL, MEDICAL, RESEARCH AND DEVELOPMENT, LIGHT INDUSTRIAL, INSTITUTIONAL, EDUCATION, RECREATION, URBAN AGRICULTURE, RECREATIONAL VEHICLE DEVELOPMENT AND OTHER SIMILAR USES AS WELL AS SUPPORTING INFRASTRUCTURE (E.G. ROADS, WATER, SEWER, ETC.)
    b. AGRICULTURAL USES PERMITTED IN THE CITY'S AGRICULTURAL LAND USE AND ZONING. PERMITTED USES MAY INCLUDE BUT ARE NOT LIMITED TO SILVACULTURAL, FARMING AND ANIMAL HUSBANDRY.
    c. MINING (SEE SECTION III(A)3) CONTAINED WITHIN THIS AGREEMENT).

4. **TABLE 3-6 OF THE CITY OF WILDWOOD LAND DEVELOPMENT REGULATIONS WHICH LISTS THE PERMITTED USES AND THOSE ALLOWED BY SPECIAL EXCEPTION ONLY (SEE ATTACHED TABLE).**

5. **TOWERS AND WIRELESS COMMUNICATION SERVICES (SEE SECTION III.(A)4. CONTAINED WITHIN THIS AGREEMENT).**

EXHIBIT 5

RESERVED

EXHIBIT 6

KIMLEY-HORN & ASSOCIATES TRAFFIC ANALYSIS

TRAFFIC IMPACT ANALYSIS

Sixth Amendment to The Villages of Southern Oaks

CITY OF WILDWOOD
CHAPTER 163 DEVELOPMENT AGREEMENT ANALYSIS

Prepared for:

The Villages Land Company, LLC

DECEMBER 2019

Prepared by:

Kimley»Horn

TABLE OF CONTENTS

Introduction 1
Land Uses *1*
Cumulative Approved Future Land Use 1
Development Agreement Land Uses 1
Analysis Overview *2*
Existing Conditions 4
Planned and Programmed Improvements *4*
The Villages of Southern Oaks Traffic 6
Proposed Land Uses *6*
Future Total (Build 2040) Land Use 6
Trip Generation *7*
Internal/External Split 8
Trip Distribution and Assignment *8*
Future Conditions 11
Future Background (2040) Traffic *11*
Future Total (2040) Traffic *12*
Conclusion *12*
Appendices ..... Following Page 14
Appendix A: Regionally Significant Road Construction Agreement between Sumter County and The Villages Companies – July 10, 2018
Appendix B: TIA for The Villages of Southern Oaks Sixth Comprehensive Plan Amendment (CPA)
Appendix C: 2005 Origin-Destination Survey
Appendix D: 2008 Origin-Destination Survey
Appendix E: Background Growth Rate Determination

LIST OF FIGURES

Figure 1: Project Location and 2040 Assumed Network 3
Figure 2: 2040 Project Percent Trip Distribution and Study Area 9
Figure 3: 2040 Project PM Peak Hour Volumes 10
Figure 4: 2040 PM Peak Hour Total Volumes 14

LIST OF TABLES

Table 1: Existing Conditions Analysis 5
Table 2: Future Total (2040) Trip Generation Summary 7
Table 3: 2040 Future Conditions Analysis 13

INTRODUCTION

This Traffic Impact Analysis (TIA) is in support of The Villages of Southern Oaks Chapter 163 Development Agreement in the City of Wildwood, Florida. The agreement is to support the Comprehensive Plan Amendment (CPA) for the Sixth Amendment development areas designated as Age-Restricted Development (ARD), which limits the land use to an age-restricted community like The Villages.

The ARD designation will allow for a mix of land uses including residential units, commercial/retail land uses, and office/government land uses. This new development is a continuation of the existing Villages community, which is age-restricted and uniquely characterized by mixed land uses, an abundance of on-site amenities and social/recreational opportunities, and superior travel connectivity for various travel modes throughout the community.

This analysis will forecast traffic impacts for The Villages of Southern Oaks buildout (future total) conditions in Year 2040. **Figure 1** depicts the project location of the Sixth Amendment development areas, along with the previously approved Villages of Southern Oaks areas, and the assumed future (2040) roadway network which includes planned roadways adopted in the Regionally Significant Road Construction Agreement between Sumter County and The Villages Companies. The Regionally Significant Road Construction Agreement dated July 10, 2018, is included in **Appendix A**.

The TIA provided herein is based upon the same procedures established in the approved methodology for the previous Villages of Southern Oaks TIAs. Additionally, the most recent TIA guidelines published by Sumter County and by the City of Wildwood were referenced in developing the TIA, and the methodology used is consistent with previous TIAs conducted for The Villages developments.

Land Uses

Cumulative Approved Future Land Use

A transportation analysis for The Villages of Southern Oaks Sixth Amendment CPA, dated November 7, 2019, was submitted to the City of Wildwood and is included in **Appendix B**. It documents the cumulative allowable land uses for The Villages of Southern Oaks (including the Sixth Amendment development area), as follows:

- 60,449 residential dwelling units
- 1,529,000 square feet of office/governmental use
- 12,278,000 square feet of commercial use

This maximum proposed CPA land use is consistent with the proposed land uses for The Villages of Southern Oaks Chapter 163 Development Agreement areas to be developed by Year 2040.

Development Agreement Land Uses

Due to the size and evolution of development plans for The Villages of Southern Oaks, portions of the development areas have been divided into areas, with each area having a separate Chapter 163 Development Agreement with the City. These development agreement areas are displayed on **Figure 1**. Land uses planned for each of the Villages of Southern Oaks development agreement areas (A, B, and C) are organized as follows:

Area A:

- 25,845 residential dwelling units
- 32,000 square feet of office/governmental use
- 2,504,000 square feet of commercial use

Area B:

- 18,413 residential dwelling units
- 110,000 square feet of office/governmental use
- 2,315,000 square feet of commercial use

Area C:

- 16,191 residential dwelling units
- 80,000 square feet of office/governmental use
- 2,959,000 square feet of commercial use

Cumulatively, the following land uses are being planned for The Villages of Southern Oaks by Year 2040 and were analyzed within this TIA:

- 60,449 residential dwelling units
- 222,000 square feet of office/governmental use
- 7,778,000 square feet of commercial use

Analysis Overview

The purpose of this TIA is to provide an assessment for existing traffic conditions and to project and analyze potential traffic impacts for the Year 2040 buildout.

Aligned with this purpose, weekday PM peak hour traffic conditions were evaluated for conditions in existing, future background (no-build, 2040), and future total (build, 2040) scenarios. The assumptions for each scenario are outlined in the corresponding section.

The Central Florida Regional Planning Model (CFRPMv6), version 6.1, in the Florida Standard Urban Transportation Model Structure (FSUTMS), has been utilized in the analysis. This model is the standard transportation model developed and maintained by the Florida Department of Transportation (FDOT), District Five for Sumter County, Lake County, and adjacent counties in Central Florida. The model contains the most up-to-date network and zonal data outside The Villages of Southern Oaks development area and detailed traffic analysis zone (TAZ) information pertinent to the development areas within the community. Further details of the use of the CFRPM and adjustments made will be discussed later in this analysis.

Residential origin-destination (O-D) surveys for The Villages have been previously conducted. At that time, the methodology and survey forms used were reviewed by local agencies and approved for application in future analyses of The Villages developments. The results of the O-D surveys provided data related to travel characteristics of trips being made by The Villages residents. Residential survey results used in this TIA will be discussed further in appropriate sections of this report. An executive summary of the residential O-D survey analysis results is included in **Appendix C**.

Additionally, a non-residential O-D survey for The Villages was previously conducted. At that time, the methodology was reviewed by FDOT District Five. The results of this survey provided data related to trip characteristics for trips originating from or destined to retail and office uses in The Villages. An executive summary of the non-residential O-D survey analysis results is included in **Appendix D**.

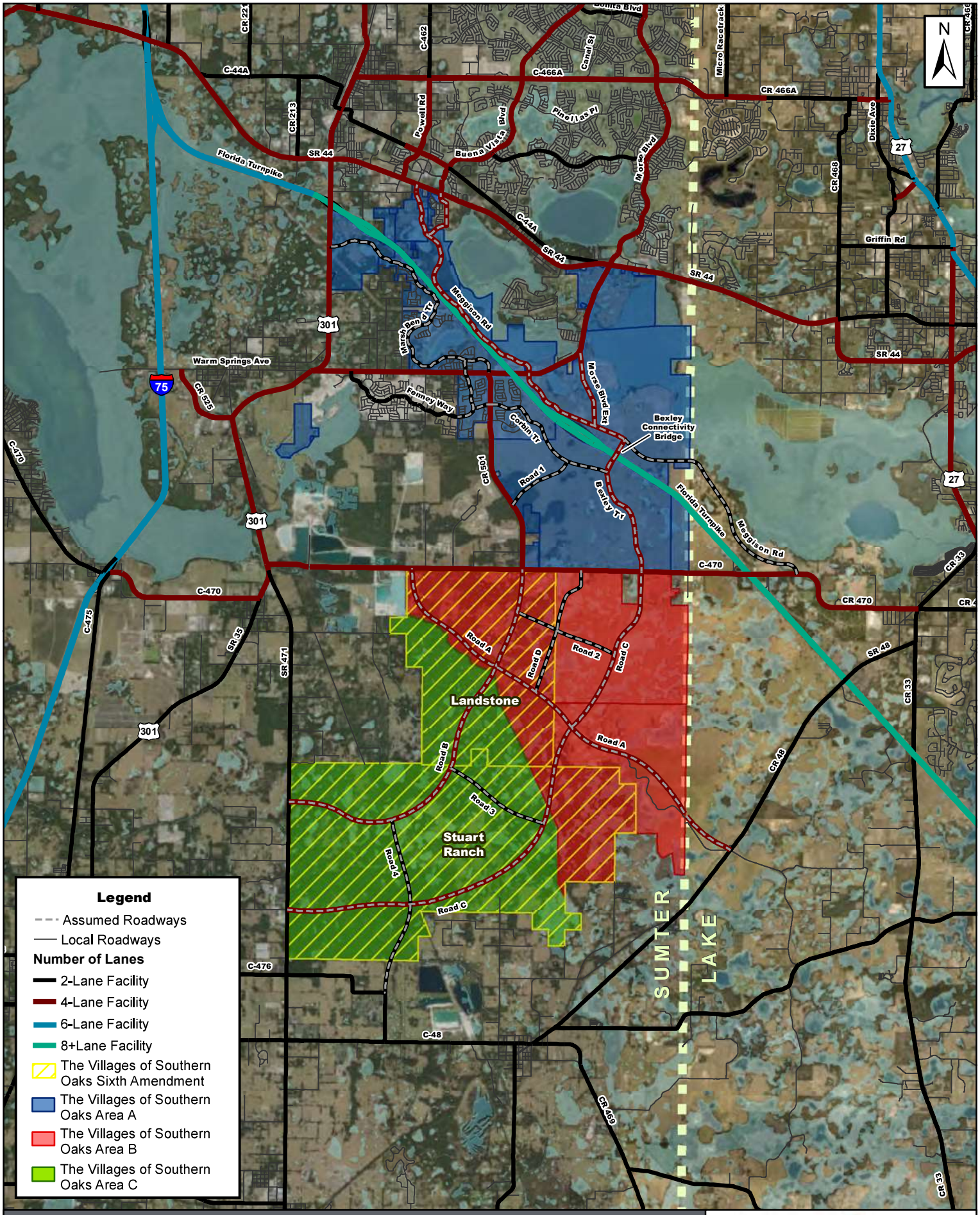


FIGURE 1: PROJECT LOCATION & 2040 ASSUMED NETWORK

Kimley»Horn

© 2019 Kimley-Horn and Associates, Inc.

December 2019

0 5,000 10,000 Ft

Roadways are approximate and not to scale

The Villages

EXISTING CONDITIONS

The Villages of Southern Oaks development areas are adjacent to SR 48, CR 468, SR 44, US 301, CR 501, C-470, and SR 471 in Sumter County. Other nearby facilities include Interstate 75 and Florida Turnpike.

Table 1 presents existing roadway network conditions with assumed capacity improvements, including roadway characteristics and the most recently available traffic counts from the FDOT and Sumter County for study area roadway segments. An analysis of existing roadway segments within The Villages of Southern Oaks study area is provided by comparing existing PM hour directional traffic counts to maximum generalized service volumes associated with adopted level of service (LOS) standards. Roadway segments included in the analysis are all segments studied in previous approved The Villages of Southern Oaks studies. The study area was limited to local government facilities in and around the City of Wildwood within Sumter County.

Planned and Programmed Improvements

Throughout the study area roadway network surrounding The Villages of Southern Oaks development area, operational and capacity improvements are programmed in the cost feasible plan of the Lake-Sumter Metropolitan Planning Organization (MPO) and by local governments.

Sumter County is committed to widen CR 468, from US 301 to SR 44, to four lanes. CR 468 has already been widened from two lanes to four lanes between CR 505 and SR 44. West of there, construction is underway to widen CR 468 from two lanes to four lanes between US 301 and CR 505 (2019 completion). This analysis assumes improvements to CR 468 in the future roadway network.

A preliminary engineering study has been conducted for CR 501 between C-470 and CR 468; the recommended alternative from the study was to widen CR 501 from two lanes to four lanes. CR 501, for approximatively one mile south of CR 468, is currently under construction to widen from two to four lanes. This analysis assumes improvements to CR 501 in the future roadway network.

The Florida Turnpike, which bisects The Villages of Southern Oaks development area, has funding for design for widening projects in Lake and Sumter Counties from four lanes to eight lanes. Consistent with these Turnpike improvements, this analysis assumes improvements to the Turnpike in the future roadway network.

US 301 is the subject of a project development and environment (PD&E) study and is programmed for construction in the Lake-Sumter MPO Long Range Transportation Plan (LRTP). The limits of the US 301 study segment are C-470W in the south and SR 44 in the north. This analysis assumes improvements to US 301 in the future roadway network.

C-470 will undergo a jurisdictional transfer from a County facility to a FDOT facility. In addition, the widening of C-470, from US 301 to US 27, is included in the Lake-Sumter MPO 2040 Cost Feasible Plan and is currently in the PD&E phase. This analysis assumes improvements to C-470 in the future roadway network.

The extension of Meggison Road from SR 44 to C-470 (previously known as the Buena Vista Boulevard extension) is planned as part of The Villages development plans to also support regional traffic. This analysis assumes the extension of Meggison Road concurrent with The Villages of Southern Oaks development. Four lanes are currently being planned for the new roadway from SR 44 to the Bexley Connectivity Bridge, and two lanes from the Bexley Connectivity Bridge to C-470.

In addition to the assumptions above, the City of Wildwood envisions a connected roadway network south of C-470 as shown on **Figure 1**. Consistent with the City's vision, this analysis assumes these new facilities in the assumed future (2040) roadway network.

Table 1: Existing Conditions Analysis

Roadway		Adopted LOS Standard	# Lanes Committed / Assumed	PM PHPD Max. Service Volume	Existing PM PHPD Analysis							
From	To				Count Year	AADT	K Factor	D Factor	Pk Dir	NB/EB	SB/WB	Deficient?
WARM SPRINGS AV / CR 468												
[1, 2] US 301 / SR 35	CR 513	D	4	1,860	2019	10,393	0.09	0.51	W	438	452	No
[1, 2] CR 513	FENNEY WAY	D	4	1,860	2019	9,844	0.09	0.54	W	419	495	No
[1, 2] FENNEY WAY	CR 501	D	4	1,860	2019	9,844	0.09	0.54	W	419	495	No
[1, 2] CR 501	SR 91 / FLORIDA TURNPIKE	D	4	1,860	2019	10,996	0.09	0.51	E	501	473	No
[1, 2] SR 91 / FLORIDA TURNPIKE	MEGGISON RD EXTENSION	D	4	1,860	2019	13,344	0.09	0.53	E	639	573	No
[1, 2] MEGGISON RD EXTENSION	NORTH CARTER ACCESS	D	4	1,860	2019	13,344	0.09	0.53	E	639	573	No
[1, 2] NORTH CARTER ACCESS	SANDALWOOD DR	D	4	1,860	2019	13,344	0.09	0.53	E	639	573	No
[1, 2] SANDALWOOD DR	SR 44	D	4	1,860	2019	13,344	0.09	0.53	E	639	573	No
MORSE BLVD												
[2] C-466A	SR 44	D	4	1,860	2019	16,307	0.10	0.53	S	752	836	No
CR 501												
[1] WARM SPRINGS AV	BIGHAM NORTH ACCESS	D	4	1,467	2019	6,291	0.09	0.57	N	338	254	No
[1] BIGHAM NORTH ACCESS	BIGHAM SOUTH ACCESS	D	4	1,467	2019	6,291	0.09	0.57	N	338	254	No
[1] BIGHAM SOUTH ACCESS	CR 500	D	4	1,467	2019	6,291	0.09	0.57	N	338	254	No
[1] CR 500	C-470E	D	4	1,467	2015	2,581	0.09	0.55	N	128	105	No
CR 470												
[1] US 301 / SR 35	NE 50TH WAY	D	4	2,000	2017	7,740	0.09	0.55	W	313	383	No
[1] NE 50TH WAY	CR 501	D	4	2,000	2019	9,939	0.08	0.56	W	345	443	No
[1] CR 501	LAKE COUNTY LINE	D	4	2,000	2019	10,669	0.09	0.55	W	407	504	No
CR 48												
C-476	CR 567	D	2	666	2019	7,150	0.10	0.54	W	317	370	No
CR 567	CR 569 / NORTH AV	D	2	792	2019	6,051	0.09	0.54	W	253	294	No
CR 569 / NORTH AV	LAKE COUNTY LINE	D	2	792	2017	5,965	0.09	0.55	W	242	295	No
C-476												
C-476A / JASPER ST	SR 471	D	2	675	2017	2,595	0.09	0.55	E	128	105	No
MEGGISON RD EXTENSION												
[1, 2] SR 44	CR 468	D	4	1,860			0.09	0.55	S	-	-	No
[1, 2] CR 468	TURNPIKE OVERPASS	D	4	1,860			0.09	0.55	S	-	-	No
[1, 2] TURNPIKE OVERPASS	C-470	D	2	880			0.09	0.55	N	-	-	No
MORSE BLVD EXTENSION												
[1] WARM SPRINGS AV	MEGGISON RD	D	4	1,860			0.09	0.55	S	-	-	No
MARSH BEND TRL												
[1] US 301	CORBIN TRL	D	2	880			0.09	0.55	N	-	-	No
[1] CORBIN TRL	CR 501	D	2	880			0.09	0.55	N	-	-	No
FENNEY WAY												
[1] WARM SPRINGS AV	CORBIN TRL	D	2	880			0.09	0.55	W	-	-	No
CORBIN TRL							0.09	0.55				
[1] MARSH BEND TRL	WARM SPRINGS AV	D	2	880			0.09	0.55	S	-	-	No
[1] WARM SPRINGS AV	FENNEY WAY	D	2	880			0.09	0.55	S	-	-	No
[1] FENNEY WAY	CR 501	D	2	880			0.09	0.55	N	-	-	No
[1] CR 501	ROAD C	D	2	880			0.09	0.55	S	-	-	No
BEXLEY CONNECTIVITY BRIDGE (TURNPIKE OVERPASS)												
[1] MEGGISON RD	CORBIN TRL	D	4	1,860			0.09	0.55	N	-	-	No
BEXLEY TRL												
[1] BRIDGE	C-470	D	4	1,860			0.09	0.55	N	-	-	No
ROAD A												
[1] C-470	ROAD B	D	4	1,860			0.09	0.55	E	-	-	No
[1] ROAD B	ROAD C	D	4	1,860			0.09	0.55	E	-	-	No
[1] ROAD C	CR 48	D	4	1,860			0.09	0.55	E	-	-	No
ROAD B												
[1] C-470	ROAD A	D	4	1,860			0.09	0.55	S	-	-	No
[1] ROAD A	ROAD 3	D	4	1,860			0.09	0.55	S	-	-	No
[1] ROAD 3	ROAD 4	D	4	1,860			0.09	0.55	S	-	-	No
[1] ROAD 4	SR 471	D	4	1,860			0.09	0.55	S	-	-	No
ROAD C												
[1] C-470	ROAD 2	D	4	1,860			0.09	0.55	S	-	-	No
[1] ROAD 2	ROAD A	D	4	1,860			0.09	0.55	S	-	-	No
[1] ROAD A	ROAD 3	D	4	1,860			0.09	0.55	S	-	-	No
[1] ROAD 3	ROAD 4	D	4	1,860			0.09	0.55	S	-	-	No
[1] ROAD 4	SR 471	D	4	1,860			0.09	0.55	S	-	-	No
ROAD D												
[1] C-470	ROAD A	D	2	880			0.09	0.55	N	-	-	No

Notes: [1] Committed / Assumed / LRTP Improvement

[2] Link capacity based on report FHWA-RD-00-67 for corridors with roundabout control through Villages access corridors.

THE VILLAGES OF SOUTHERN OAKS TRAFFIC

This analysis quantifies the impacts of The Villages of Southern Oaks (including the Sixth Amendment development area) on the assumed future (2040) roadway network. To assess the potential impacts, the analysis includes the estimated number of trips that the proposed development is expected to generate; an estimation of the split between those expected to remain internal to The Villages of Southern Oaks and existing The Villages and those expected to travel to and from areas external to The Villages community; and the expected directional distribution and assignment of project trips to the surrounding roadway network.

Proposed Land Uses

The land use densities currently envisioned by Year 2040 for The Villages of Southern Oaks are listed below.

Future Total (Build 2040) Land Use

The cumulative future total (2040) proposed land uses for The Villages of Southern Oaks (including the Sixth Amendment development area) is shown below:

- 60,449 residential dwelling units
- 222,000 square feet of office/governmental use
- 7,778,000 square feet of commercial use

Trip Generation

For each district of The Villages of Southern Oaks development area, trip generation is based on the measured rate for age-restricted residential dwelling units in The Villages, which was determined in the approved Origin-Destination (O-D) survey conducted in prior developments. Including both home-based and non-home-based trips, The Villages measured PM peak hour residential trip generation rate for vehicular travel is 0.35 trips per dwelling unit. Consistent with previous methodologies, trip generation rates and equations from the latest edition of the Institute of Transportation Engineer's (ITE) *Trip Generation Manual* are used to estimate trip generation for each non-residential use. A 19.5% golf cart trip reduction was applied for non-residential (office/government and commercial) trips per O-D data.

A summary of the future total (2040) estimated trip generation for uses for The Villages of Southern Oaks (including the Sixth Amendment development area) is provided in **Table 2**.

Table 2: Future Total (2040) Trip Generation Summary

	Land Use	ITE LUC	Size	Units	Trip Rate	PM Peak Hour Trip Generation				
						Total	In		Out	
PM Peak Hour	**Area A**									
	Villages Residential[1]	-	**25,845**	DU	0.35	9,046	63%	5,699	37%	3,347
	Office/Government[2]	710	**32**	KSF	1.21	39	16%	6	84%	33
	Commercial[2]	820	**2,504**	KSF	2.35	5,884	48%	2,824	52%	3,060
	VOSO A Trips					**14,969**	**8,529**		**6,440**	
	Area B									
	Villages Residential[1]	-	**18,413**	DU	0.35	6,445	63%	4,060	37%	2,385
	Office/Government[2]	710	**110**	KSF	1.13	124	16%	20	84%	104
	Commercial[2]	820	**2,315**	KSF	2.40	5,556	48%	2,667	52%	2,889
	VOSO B Trips					**12,125**	**6,747**		**5,378**	
	Area C									
	Villages Residential[1]	-	**16,191**	DU	0.35	5,667	63%	3,570	37%	2,097
	Office/Government[2]	710	**80**	KSF	1.15	92	16%	15	84%	77
	Commercial[2]	820	**2,959**	KSF	2.25	6,658	48%	3,196	52%	3,462
	VOSO C Trips					**12,417**	**6,781**		**5,636**	
	TOTAL									
	Villages Residential[1]	-	**60,449**	DU	-	21,158	13,329		7,829	
	Office/Government[2]	710	**222**	KSF	-	255	41		214	
	Commercial[2]	820	**7,778**	KSF	-	18,098	8,687		9,411	
	Total Generated Trips					**39,511**	**22,057**		**17,454**	
	Non-Residential Golf Cart Trip Reduction	19.5%				3,579	1,702		1,877	
	Net New External Trips					**35,932**	**20,355**		**15,577**	

Notes: [1] Vehicle trip rate for Villages Residential based on O-D survey

[2] Vehicle trip rate for non-residential uses based on fitted equation per procedures published in ITE Trip Generation Handbook, 10th Edition

Internal/External Split

Internal capture rates, based on the approved Villages O-D surveys, are utilized in this analysis to quantify the interrelationship between land uses within The Villages community. The measured Villages internal capture rate for residential trips is 74.8 percent for all modes of travel and 63.9 percent for automobiles. The Villages internal capture rate for non-residential trips is 75.4 percent for all modes of transportation and 69.7 percent for automobiles only. The high internalization of trips is consistent with large communities and especially true for The Villages due to the mixed uses and abundance of on-site amenities. Shorter trip lengths are also a characteristic of the retirement population and are reflected in past studies and analyses for The Villages, both because of convenience and because of a connected network for alternative travel modes.

The internal/external split of The Villages project trips was simulated in the CFRPMv6.1 FDOT, District Five modeling run by factoring the O-D trip table to the O-D survey splits prior to the trip assignment process. Specifically, the unadjusted trip tables generated by the model were factored to simulate 65% trip capture within The Villages zones located both north and south of SR 44.

Trip Distribution and Assignment

Trip distribution of uses for The Villages of Southern Oaks (including the Sixth Amendment development area) project trips is based on the adopted CFRPMv6.1 with a more detailed traffic analysis zone (TAZ) structure for The Villages. Consistent with previous CPAs and TIAs conducted for The Villages community, results from the modeled O-D trip table was factored to account for observed trip generation and trip capture behavior from O-D surveys. **Figure 2** displays The Villages of Southern Oaks (including the Sixth Amendment development area) 2040 project percent trip distribution on the study area roadway network based on the CFRPM model run for the corresponding conditions.

Model documentation and electronic files will be provided to review agencies upon request, including a description of O-D trip table factoring for The Villages trips to simulate the anticipated internal/external split of project trips from the previous O-D surveys. **Figure 3** displays The Villages of Southern Oaks (including the Sixth Amendment development area) 2040 project trips expected on the study area roadway segments.

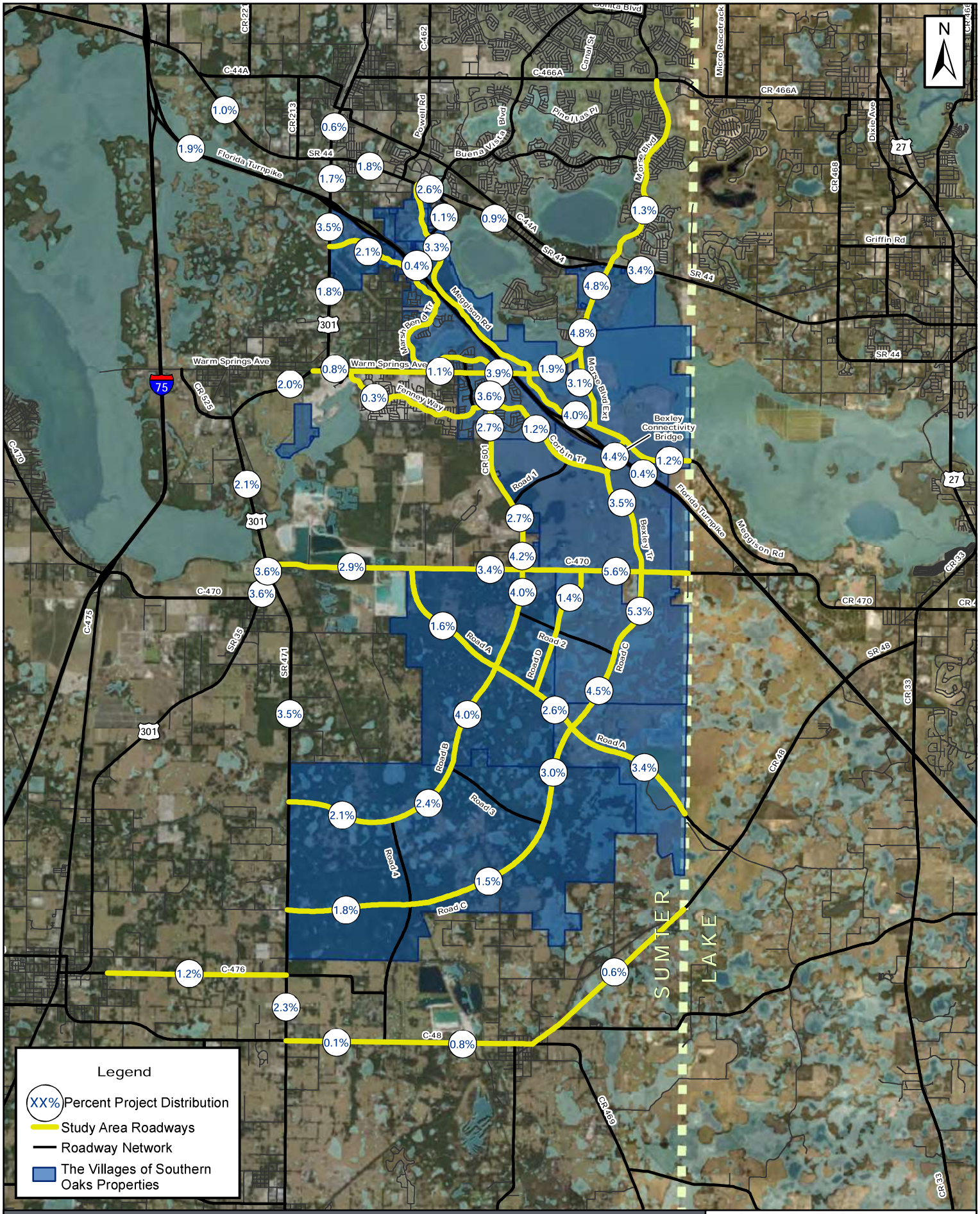


FIGURE 2: 2040 PERCENT TRIP DISTRIBUTION & STUDY AREA

Kimley»Horn

© 2019 Kimley-Horn and Associates, Inc.

December 2019

0 5,000 10,000 Ft

Roadways are approximate and not to scale

The Villages

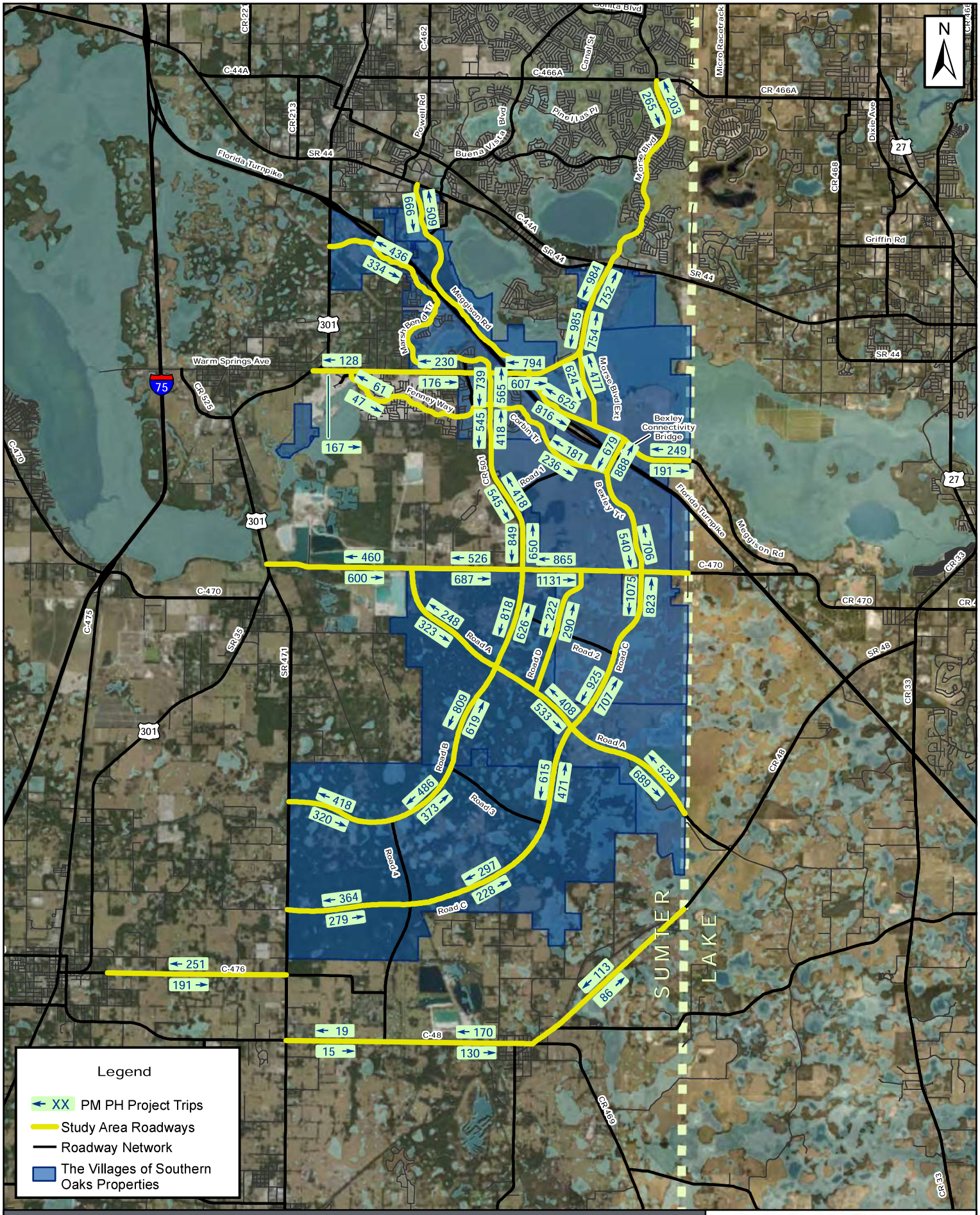


FIGURE 3: 2040 PROJECT PM PEAK HOUR VOLUMES

Kimley»Horn

© 2019 Kimley-Horn and Associates, Inc.

December 2019

0 5,000 10,000 Ft

Roadways are approximate and not to scale

The Villages

FUTURE CONDITIONS

Future traffic volumes include both the project-generated traffic and the projected background traffic on the assumed future (2040) roadway network. Background traffic is expected from area growth not including The Villages of Southern Oaks development. Background traffic also accounts for future shifting of non-project trips to future roadways.

Future Background (2040) Traffic

Three sources were referenced to determine reasonable background traffic growth for future conditions analyses: historical traffic trends, travel demand model traffic growth projections, and projected regional population growth.

Historical AADT volumes from FDOT's most recent Florida Traffic Information (FTI) 2017 website were reviewed for the FDOT study area roadways. Linear regression was applied to AADT volumes from 2013 to 2017 to determine the historical growth rate on each roadway segment. Historical AADT volumes from Lake-Sumter MPO's 2017 Annual Traffic Counts were reviewed for county study area roadways. Linear regression was applied to AADT volumes from 2013 to 2017 to determine the historical growth rate on each roadway segment.

Due to the expansion of Meggison Road from SR 44 to CR 470, some background traffic is expected to shift to the future facility from other parallel facilities. Additionally, new roads envisioned in the City of Wildwood's LRTP are also expected to carry future traffic which shifts from existing facilities. This shifting of traffic is not accounted for in the historical trend projections. Additionally, the historical trends projections may not accurately reflect traffic volumes from the previously-approved communities within The Villages. Therefore, background traffic growth indicated in CFRPMv6 model runs was also reviewed to evaluate the expected growth rate on roadways within The Villages of Southern Oaks study area. Long-term annualized model volume growth rates were determined between the Year 2017 No-Build scenario (no previously-approved Villages Community south of SR 44 or The Villages of Southern Oaks development and no Meggison Road extension) and the background volume in the 2040 Build scenario (with previously-approved Villages Community south of SR 44 and The Villages of Southern Oaks development, with full Meggison Road extension and the cost feasible network).

The University of Florida's Bureau of Economic and Business Research (BEBR) analyzes population growth trends in counties throughout the state, along with other statistical metrics. According to the most recent BEBR population projections, population growth in the area is expected to range between 0.19% and 5.15% annually between 2017 and 2045. In an effort to determine a reasonable background growth rate for the study area, the medium BEBR growth rates for Lake County and Marion County were averaged. The Sumter County growth rates were excluded from consideration of regional background growth because they include The Villages development; applying these growth rates to the background traffic projections would have resulted in redundancy when project trips were added to the network. The averaged BEBR medium projection for Lake County and Sumter County is used to verify reasonableness of growth rates.

Once growth rates from the three methodologies were compared for each of the roadway segments, they were compared to the calculated growth rate from peak hour buildout volumes forecasted in the most recent, previously approved The Villages of Southern Oaks TIA. A reasonable rate was then selected to project background traffic for the future background (2040) analysis. A summary of the background growth rate data for each condition is included in **Appendix E**.

Table 3 shows future background (2040) traffic PM peak hour directional analysis for roadway segments within The Villages of Southern Oaks study area.

Future Total (2040) Traffic

As also shown in **Table 3**, future total (2040) traffic is calculated by adding The Villages of Southern Oaks (including the Sixth Amendment development area) traffic to the projected future background (2040) traffic volumes on each study area roadway segment. **Figure 4** depicts the 2040 PM peak hour total vehicle volumes on the assumed future (2040) roadway network.

Conclusion

The Villages of Southern Oaks future total (2040) traffic analysis shows that the projected traffic associated with the current proposed development program is not expected to adversely impact any study area roadway segments which are not already planned for improvements. New planned facilities in the study area are projected to provide local and regional access for the planned Villages growth while also providing additional capacity and connectivity for background traffic in the area. Partnerships and monitoring of the impacts of development will continue to occur to identify actual roadway needs in the future.

Table 3: 2040 Future Conditions Analysis

Roadway		Adopted LOS Standard	# Lanes Committed / Assumed	PM PHPD Max. Service Volume	Background PM PHPD Analysis				Project PM PHPD Analysis				Total PM PHPD Analysis		
					Annual Growth Rate	Year = 2040		Deficient?	IN = 20,355		OUT = 15,577		NB/EB	SB/WB	Deficient?
From	To					NB/EB	SB/WB		Trip Distrib	Proj Pk Dir	NB/EB	SB/WB			
WARM SPRINGS AV / CR 468															
[1, 2] US 301 / SR 35	CR 513	D	4	1,860	3.87%	794	820	No	0.82%	E	167	128	961	948	No
[1, 2] CR 513	FENNEY WAY	D	4	1,860	1.48%	549	649	No	1.13%	W	176	230	725	879	No
[1, 2] FENNEY WAY	CR 501	D	4	1,860	1.59%	559	660	No	0.68%	W	105	138	664	798	No
[1, 2] CR 501	SR 91 / FLORIDA TURNPIKE	D	4	1,860	1.48%	657	620	No	3.90%	W	607	794	1,264	1,414	No
[1, 2] SR 91 / FLORIDA TURNPIKE	MEGGISON RD EXTENSION	D	4	1,860	1.48%	838	751	No	3.90%	W	607	793	1,445	1,544	No
[1, 2] MEGGISON RD EXTENSION	NORTH CARTER ACCESS	D	4	1,860	1.48%	838	751	No	1.95%	W	304	396	1,142	1,147	No
[1, 2] NORTH CARTER ACCESS	SANDALWOOD DR	D	4	1,860	2.05%	914	819	No	4.84%	W	754	985	1,668	1,804	No
[1, 2] SANDALWOOD DR	SR 44	D	4	1,860	2.17%	930	834	No	4.83%	W	752	984	1,682	1,818	No
MORSE BLVD															
[2] C-466A	SR 44	D	4	1,860	1.48%	986	1,096	No	1.30%	S	203	265	1,189	1,361	No
CR 501															
[1] WARM SPRINGS AV	BIGHAM NORTH ACCESS	D	4	1,467	1.48%	443	333	No	3.63%	S	565	739	1,008	1,072	No
[1] BIGHAM NORTH ACCESS	BIGHAM SOUTH ACCESS	D	4	1,467	1.48%	443	333	No	2.68%	S	418	545	861	878	No
[1] BIGHAM SOUTH ACCESS	CR 500	D	4	1,467	1.48%	443	333	No	2.68%	S	418	545	861	878	No
[1] CR 500	C-470E	D	4	1,467	1.48%	175	143	No	4.17%	S	650	849	825	992	No
CR 470															
[1] US 301 / SR 35	NE 50TH WAY	D	4	2,000	1.48%	420	514	No	2.95%	E	600	460	1,020	974	No
[1] NE 50TH WAY	CR 501	D	4	2,000	1.48%	452	581	No	3.38%	E	687	526	1,139	1,107	No
[1] CR 501	LAKE COUNTY LINE	D	4	2,000	1.48%	533	661	No	5.56%	E	1,131	865	1,664	1,526	No
CR 48															
C-476	CR 567	D	2	666	1.48%	416	485	No	0.09%	W	15	19	431	504	No
CR 567	CR 569 / NORTH AV	D	2	792	1.48%	332	385	No	0.83%	W	130	170	462	555	No
CR 569 / NORTH AV	LAKE COUNTY LINE	D	2	792	1.48%	324	396	No	0.55%	W	86	113	410	509	No
C-476															
C-476A / JASPER ST	SR 471	D	2	675	1.48%	172	141	No	1.23%	W	191	251	363	392	No
MEGGISON RD EXTENSION															
[1, 2] SR 44	CR 468	D	4	1,860	0.00%	175	214	No	3.27%	S	509	666	684	880	No
[1, 2] CR 468	TURNPIKE OVERPASS	D	4	1,860	0.00%	263	321	No	4.01%	S	625	816	888	1,137	No
[1, 2] TURNPIKE OVERPASS	C-470	D	2	880	0.00%	255	209	No	1.22%	N	249	191	504	399	No
MORSE BLVD EXTENSION															
[1] WARM SPRINGS AV	MEGGISON RD	D	4	1,860	0.00%	167	205	No	3.06%	S	477	624	644	829	No
MARSH BEND TRL															
[1] US 301	CORBIN TRL	D	2	880	0.00%	3	3	No	2.14%	N	436	334	439	337	No
[1] CORBIN TRL	CR 501	D	2	880	0.00%	3	3	No	1.89%	S	294	385	297	388	No
FENNEY WAY															
[1] WARM SPRINGS AV	CORBIN TRL	D	2	880	0.00%	0	0	No	0.30%	W	47	61	47	61	No
CORBIN TRL															
[1] MARSH BEND TRL	WARM SPRINGS AV	D	2	880	0.00%	0	0	No	0.21%	S	33	43	33	43	No
[1] WARM SPRINGS AV	FENNEY WAY	D	2	880	0.00%	3	4	No	0.24%	S	38	49	41	53	No
[1] FENNEY WAY	CR 501	D	2	880	0.00%	23	28	No	0.46%	N	94	72	117	101	No
[1] CR 501	ROAD C	D	2	880	0.00%	17	21	No	1.16%	S	181	236	198	257	No
BEXLEY CONNECTIVITY BRIDGE (TURNPIKE OVERPASS)															
[1] MEGGISON RD	CORBIN TRL	D	4	1,860	0.00%	102	125	No	4.36%	N	888	679	990	804	No
BEXLEY TRL															
[1] BRIDGE	C-470	D	4	1,860	0.00%	88	108	No	3.47%	N	706	540	794	647	No
ROAD A															
[1] C-470	ROAD B	D	4	1,860	0.00%	90	73	No	1.59%	E	323	248	413	321	No
[1] ROAD B	ROAD C	D	4	1,860	0.00%	114	93	No	2.62%	E	533	408	647	501	No
[1] ROAD C	CR 48	D	4	1,860	0.00%	214	175	No	3.39%	E	689	528	903	703	No
ROAD B															
[1] C-470	ROAD A	D	4	1,860	0.00%	31	25	No	4.02%	S	626	818	657	843	No
[1] ROAD A	ROAD 3	D	4	1,860	0.00%	7	5	No	3.98%	S	619	809	626	815	No
[1] ROAD 3	ROAD 4	D	4	1,860	0.00%	7	5	No	2.39%	S	373	486	380	492	No
[1] ROAD 4	SR 471	D	4	1,860	0.00%	1	0	No	2.05%	S	320	418	321	418	No
ROAD C															
[1] C-470	ROAD 2	D	4	1,860	0.00%	77	95	No	5.28%	S	823	1,075	900	1,169	No
[1] ROAD 2	ROAD A	D	4	1,860	0.00%	77	95	No	4.54%	S	707	925	784	1,019	No
[1] ROAD A	ROAD 3	D	4	1,860	0.00%	131	160	No	3.02%	S	471	615	602	775	No
[1] ROAD 3	ROAD 4	D	4	1,860	0.00%	131	160	No	1.46%	S	228	297	359	457	No
[1] ROAD 4	SR 471	D	4	1,860	0.00%	117	144	No	1.79%	S	279	364	396	507	No
ROAD D															
[1] C-470	ROAD A	D	2	880	0.00%	0	0	No	1.42%	N	290	222	290	222	No

Notes [1] Committed / Assumed / LRTP Improvement

[2] Link capacity based on report FHWA-RD-00-67 for corridors with roundabout control through Villages access corridors.

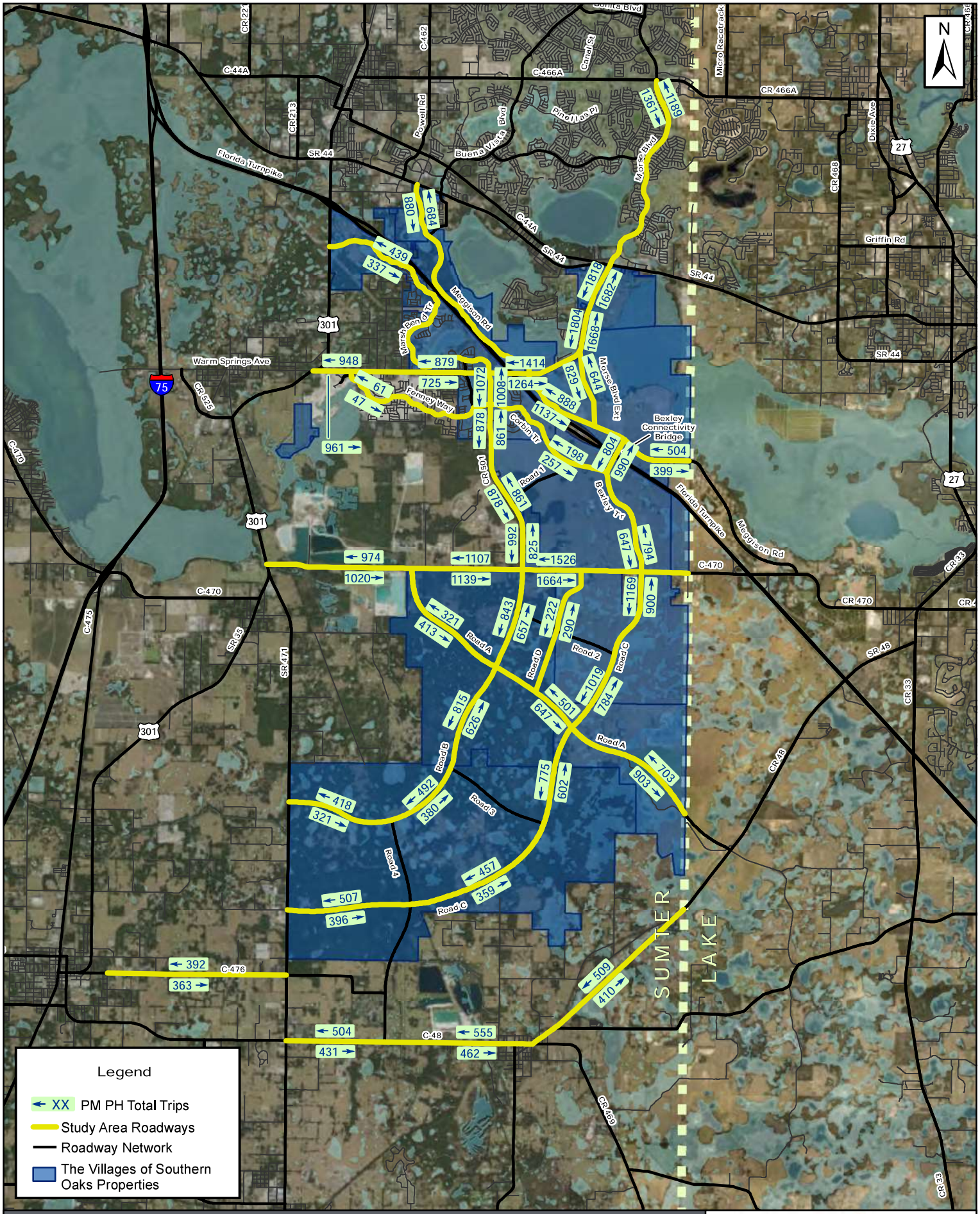


FIGURE 4: 2040 TOTAL PM PEAK HOUR VOLUMES

Kimley»Horn

© 2019 Kimley-Horn and Associates, Inc.

December 2019

0 5,000 10,000 Ft

Roadways are approximate and not to scale

The Villages

APPENDICES

Appendix A:

Regionally Significant Road Construction Agreement between Sumter County and The Villages Companies (July 10, 2018)

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **Regionally Significant Road Construction Agreement between Sumter County and The Villages® Companies**

REQUESTED ACTION: **Staff Recommends Approval of the Resolution and Agreement**

Meeting Type: Regular Meeting **DATE OF MEETING:** **7/10/2018**

CONTRACT: ☐ N/A Vendor/Entity: The Villages Companies
Effective Date: 7/10/2018 Termination Date:
Managing Division / Dept: Choose a division/department.

BUDGET IMPACT: Each Regional Roadway Segment will have a separate budget as the projects move forward

FUNDING SOURCE: **Road Impact Fees / Gas Taxes / Other Revenue**

Type: N/A **EXPENDITURE ACCOUNT:**

HISTORY/FACTS/ISSUES:

The Regionally Significant Road Construction Agreement between Sumter County and The Villages® Companies and the associated resolution commits funding over a 30-year period to sustain the continued development in and around The Villages® development consistent with the resolution encouraging continued development of this community south of SR 44.

The Villages® Companies' Selected Obligations:
a. Develop 4th Town Center in Sumter County
b. Develop The Villages of Southern Oaks as a mixed-use community
c. Establish design standards for The Villages of Southern Oaks
d. Design, permit and build future new regional roadway segments noted in Exhibits A & B

Sumter County's Selected Obligations:
a. Reimburse The Villages® Companies for the construction expenditures of the future new regional roadway segments noted in Exhibits A & B
b. Design, permit and build future county regional roadway segments noted (CR 501 Phase II and CR 525E Phases II and III)
c. Hold harmless The Villages® Companies for the future widening of US 301 from SR 44 to C-470 and the future widening of C-470 from US 301 to the Lake County line

Prepared by: **Bradley Arnold** **Grammarly Check** ☒

APPROVED

RESOLUTION 2018-43

July 10, 2018

SUMTER COUNTY RESOLUTION NO. 2018-93

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA, AUTHORIZING A REGIONALLY SIGNIFICANT ROAD CONSTRUCTION AGREEMENT BY AND BETWEEN THE COUNTY AND THE VILLAGES COMPANIES FOR THE PURPOSE OF CONSTRUCTION OF REGIONALLY SIGNIFICANT ROADS; PROVIDING FOR PAYMENT AND REIMBURSEMENT OF CONSTRUCTION COSTS WITH A COVENANT TO BUDGET AND APPROPRIATE NON-AD VALOREM REVENUES OR ADDITIONAL AVAILABLE REVENUES; AUTHORIZING THE PROPER OFFICERS OF THE COUNTY TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE AGREEMENT; PROVIDING ASSURANCES, PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Sumter County is a political subdivision of the State of Florida and is authorized to construct and maintain roads and highways; and

WHEREAS, Sumter County's constitutional home rule powers, the Florida Transportation Code (Chapters 334-339 and other provisions of the Florida Statutes as established in Section 334.01) and other applicable law including, but not necessarily limited to Chapter 125, Florida Statutes, invest authority over the county road system to Sumter County; and

WHEREAS, the Board of County Commissioners of Sumter County desires to accomplish and implement sound transportation planning and provide a sound transportation system for the benefit of its citizens, and

WHEREAS, the safe, efficient and uninterrupted transportation of people and property from place to place in Sumter County is a matter of great concern to the people of Sumter County and is necessary to ensure the smooth operation of commerce and other activities within Sumter County; and

WHEREAS, Sumter County entered into that certain Regionally Significant Road Construction Agreement with The Villages Companies (the Agreement) for the design, permitting and construction of Future New Regional Roadway Segments, as that term is defined in the Agreement, and the Agreement is attached hereto as Exhibit A;

WHEREAS, The Villages Companies will front the costs for construction of the Future New Regional Roadway Segments provided that it is reimbursed by Sumter County for certain eligible construction costs; and

WHEREAS, the Board of County Commissioners of Sumter County has determined that the actions taken herein are consistent with the goals, policies and objectives of Sumter County, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to its authority under Article VIII of the Constitution of the State of Florida; and Chapter 125, Florida Statutes.

SECTION 2. DEFINITIONS. All terms used in this Resolution in capitalized form and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement unless the context clearly indicates otherwise. All terms used herein in capitalized form and defined in the preamble hereto shall have the meanings ascribed thereto in said preamble.

"Non-Ad Valorem Revenues" shall mean all revenues of the County not derived from ad valorem taxation.

"Available Non-Ad Valorem Revenues" shall mean all Non-Ad Valorem Revenues other than (A) any revenues which are restricted by a contract in existence on the date hereof, and (B) any revenues which are prohibited by law from being used to pay the Reimbursement Invoices, and (C) any revenues which are not otherwise legally available to pay the payments required herein.

"Essential Government Services" means public safety and general governmental services provided by Sumter County, the expenditure for which are currently set forth as the line items entitled "General Government" and "Public Safety" in Sumter County's Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2016, and any equivalent line items in any future financial statements of the County.

SECTION 3. INCORPORATION OF RECITALS; FINDINGS. That each of the above **WHEREAS** clauses are adopted as the findings of the Sumter County Board of County Commissioners, and are hereby incorporated into this Resolution, *in haec verba*. It is also hereby found and determined that the terms of the Agreement in the form presented and incorporated in this Resolution are in the best interest of Sumter County for the construction of the regionally significant roadway segments contemplated by the Agreement.

SECTION 4. APPROVAL AND AUTHORIZATION. The terms and conditions for the construction of the regionally significant roadway segments as described in the Agreement are hereby approved. The Board Chair of the County shall have power to execute the Agreement on behalf of the County.

SECTION 5. COVENANT TO BUDGET AND APPROPRIATE. Sumter County covenants and agrees, to the extent permitted by and in accordance with applicable law, and budgetary processes, to prepare, approve and appropriate in its Annual Budget for each Fiscal Year, by amendment if necessary, from Available Non-Ad Valorem Revenues, amounts sufficient to pay each Reimbursement Invoice submitted by The Villages Companies on or before the associated Invoice Payment Date. Such covenant and agreement on the part of Sumter County to budget and appropriate such amounts of Available Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Available Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all required payments herein shall have been budgeted, appropriated and actually paid. Such Covenant to Budget and

Appropriate is subject in all respects to the payment of obligations secured by a pledge of Available Non-Ad Valorem Revenues heretofore or hereafter entered into (including debt service on bonds and other obligations). However, the Covenant to Budget and Appropriate in its general annual budget or amendments thereto for the purposes and in the manner stated herein shall have the effect of making available for payment of the Reimbursement Invoices, in the manner described herein, Available Non-Ad Valorem Revenues of Sumter County, and of placing on Sumter County a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations herein; subject, however, to the payment of services and programs which are Essential Government Services or which are legally mandated by applicable law.

SECTION 6. PRIORITIZATION; OTHER CONDITIONS OF PAYMENT. For purposes of the Covenant to Budget and Appropriate, to the extent permitted by and in accordance with applicable law, and budgetary processes, Sumter County agrees, in its annual appropriation and budget process, to prioritize use of Available Non-Ad Valorem Revenues generated from Transportation Impact Fees and its apportioned Gas/Fuel Taxes to make payment on Reimbursement Invoices. Sumter County agrees that payments for Reimbursement Invoices shall not be made from revenue derived from a municipal service benefit unit or municipal service taxing unit created solely and specifically for the purposes of generating revenue to pay for the regionally-significant roadways set forth in Exhibits A and B to the Agreement, or for the Reimbursement Invoices contemplated in the Agreement; provided, however, this shall not constitute a limitation or restriction on the County's legitimate use of any lawfully enacted, available means of revenue, including but not limited to ad valorem, non-ad valorem, special assessments, or other revenue source, that may be instituted by Sumter County from time to time.

SECTION 8. NO PLEDGE OF REVENUE. Notwithstanding the foregoing covenant of Sumter County, Sumter County does not covenant to maintain any services or programs, now provided or maintained by Sumter County that generate Available Non-Ad Valorem Revenues. Such covenant also shall not constitute a lien, either legal or equitable, on any of Sumter County's Non-Ad Valorem Revenues or other revenues, nor shall it preclude Sumter County from pledging in the future any of its Non-Ad Valorem Revenues or other revenues to other obligations so long as the granting of such pledge does not have the effect of impairing the obligation of Sumter County under this Resolution and the Agreement by making unavailable sufficient Non-Ad Valorem Revenues required to timely make payments of the Reimbursement Invoices, nor shall it give The Villages Companies a prior claim on the Non-Ad Valorem Revenues.

SECTION 7. CONTINGENT ON ACTUAL APPROVED APPRORPRIATION. Anything herein to the contrary notwithstanding, all obligations of Sumter County hereunder shall be secured only by the Non-Ad Valorem Revenues actually budgeted and appropriated and allocated for Reimbursement Invoices, as provided for herein. Sumter County is prohibited by law from expending moneys not appropriated or in excess of its current budgeted revenues and surpluses. The obligation of Sumter County to budget, appropriate and make payments hereunder from its Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem Revenues after satisfying funding requirements for obligations having an express lien on or pledge of such revenues and after satisfying funding requirements for essential governmental services of Sumter County or which are legally mandated by applicable law.

SECTION 8. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 9. SEVERABILITY. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other Section or part of this Resolution.

SECTION 10. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the Board of County Commissioners of Sumter County, Florida, during a duly noticed public meeting, in Sumter County, Florida, this 10th day of July, 2018.

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA

By: Al Butler
Al Butler, Chairman

Attest:

Caroline AlRestimawi
Caroline AlRestimawi, Deputy Clerk

Approved as to form for the reliance
of Sumter County only:

Jennifer C. Rey
Jennifer C. Rey, Esq., County Attorney

REGIONALLY SIGNIFICANT ROAD CONSTRUCTION AGREEMENT BETWEEN SUMTER COUNTY, FLORIDA AND THE VILLAGES COMPANIES

THIS REGIONALLY SIGNIFICANT ROAD CONSTRUCTION AGREEMENT (the "Agreement") is entered into this 10th day of July, 2018, by and between Sumter County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as the "COUNTY", whose principal address is 7375 Powell Road, Suite 200, Wildwood, Florida 34785, and The Villages Companies, which currently includes both The Villages Land Company, LLC ("VLC") and The Villages Development Company, LLC ("VDC"), hereinafter VLC and VDC are collectively referred to as the "COMPANIES", whose principal business address is: 3619 Kiessel Road, The Villages, FL 32163, and in furtherance of same, the parties to this Agreement hereby state the following:

WITNESSETH:

WHEREAS, COMPANIES acquired 13,637 acres south of State Road 44 that were recently re-designated on the City of Wildwood's Future Land Use Map (FLUM) to develop this property as The Villages of Southern Oaks (hereinafter referred to as the "Property") making COMPANIES the largest private landowner in the area and capable of the coordinated and mixed-use development requiring a regional roadway network; and

WHEREAS, currently the Property is mostly vacant and is designated as Age Restricted Development (ARD) which is an urban mixed-use category that permits uses such as commercial, residential, office, hotel and medical as provided for in the City of Wildwood's Future Land Use Map (FLUM); and

WHEREAS, COMPANIES also plan to develop a new 432-acre industrial park south of the City of Coleman, within the unincorporated area of Sumter County, which will add much needed industrial development along the Interstate 75 corridor and will help generate additional employment and increase economic development within Sumter County; and

WHEREAS, the Villages of Southern Oaks and the new industrial park will together provide significant economic benefit and employment and will hereafter be known as "the Projects"; and

WHEREAS, with COMPANIES owning the majority of the land south of State Road 44, COUNTY, the City of Wildwood and COMPANIES can now coordinate to develop a compact and phased, mixed-use community with a cost-efficient provision of infrastructure; and

WHEREAS, COMPANIES have committed to develop the properties south of State Road 44 consistent with the mixed-use development pattern established in the other Villages' communities; and

WHEREAS, in 2018, COMPANIES had Kimley-Horn complete a transportation analysis of the Projects and identified the long-term need for transportation improvements as identified in Exhibits A and B, attached hereto and incorporated herein; and

WHEREAS, COUNTY desires to have multiple regionally significant roads to be built in advance of the planned future development south of State Road 44 in order to spur and enhance economic development within and outside of the Projects; and

WHEREAS, COUNTY desires to limit the typical design sections of COUNTY maintained regionally-significant roads to a maximum of four-lanes; and

WHEREAS, COMPANIES are uniquely able to quickly, efficiently, and more cost-effectively construct the regionally-significant roadway network utilizing the experience gained in road building north of State Road 44; and

WHEREAS, COMPANIES add amenities, such as greatly enhanced landscaping, bridges, and multi-modal tunnels, all of which reduce roadway impacts, at no cost to COUNTY; and

WHEREAS, COUNTY entered into previous road impact fee credit agreements for the expansion of existing regionally significant roads such as the current C-468 and C-501 agreements between COUNTY and The Villages of Lake Sumter, Inc., and such agreements successfully facilitated the expansion of such regionally significant roadways, which in-turn facilitated the development and expansion of economic development throughout Sumter County; and

WHEREAS, COUNTY has determined that COMPANIES can construct the roadways at a significantly reduced cost, while also providing a significant economic impact in Sumter County through its development of the Projects, and wishes to incentivize well-planned and efficient development both in the City of Wildwood and unincorporated area of Sumter County based on a regional roadway network preceding development; and

WHEREAS, there is a need to enhance, expand, and sustain economic activity in Sumter County by attracting and retaining commercial and industrial development, business enterprise management, and other activities conducive to economic promotion, in order to provide a stronger, more balanced, and stable economy in Sumter County, and Section 125.045, Florida Statutes, declares that use and expenditure of public funds for economic development activities, including development or improvement of local infrastructure constitutes a public purpose; and

WHEREAS, COMPANIES propose to make additional capital investments within Sumter County, all in accordance with the appropriate jurisdiction's Land Development Code and Comprehensive Plan; and

WHEREAS, COUNTY finds and declares that it is in the public's best interest and serves a legitimate public purpose to facilitate the efficient, timely, and cost-effective construction and expansion of additional regionally-significant roadways that will enable the development and success of an industrial park, and additional mixed-use development pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of ten dollars ($10.00), the mutual covenants, promises and representations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the following terms and conditions:

1. Recitals. The **WHEREAS** clauses set forth above are hereby incorporated into and made part of this Agreement as if fully set forth herein.
2. COMPANIES Representations. COMPANIES are duly organized and validly existing under the laws of the State of Florida and are authorized to do business, and are doing business in the State of Florida. COMPANIES have the corporate power, authority, and legal right to execute, deliver, and perform this Agreement. The execution, delivery, and performance of this Agreement by the COMPANIES has been duly authorized by any and all necessary corporate and shareholder action. The COMPANIES will continue their business operations at their principal business address within Sumter County for the duration of this Agreement. Additionally, COMPANIES may be expanded to include valid affiliated business entities which may also own and develop within The Villages of Southern Oaks and the industrial

park. Such business entities, their property owned, and their legal status shall be submitted to COUNTY as an addendum to this Agreement for approval by COUNTY.

3. COMPANIES's Obligations:

   a. Develop the 4th Town Center or comparable lifestyle mixed-use retail center solely within Sumter County with aggregate regionally-serving commercial square footages similar in size to the existing Town Centers located in Sumter County (Lake Sumter Landing or Brownwood, respectively).

   b. Develop The Villages of Southern Oaks as a mixed-use community which may include residential, office, commercial/retail, hotel, medical, light industrial, institutional, recreation and other similar uses as determined by and pursuant to the land development codes, approvals, and other such requirements of the City of Wildwood.

   c. Establish design standards for The Villages of Southern Oaks which shall include, but not be limited to, architectural design standards, building setbacks, landscaping and buffering and roadway design to enhance pedestrian use and ensure their safety.

   d. Design, permit, build and otherwise complete the construction of the regionally-significant roads designated as Future New Regional Roadway Segments in Exhibits A and B, attached hereto and incorporated herein ("Future New Regional Roadway Segment").

      i. COMPANIES, in their sole discretion and based upon their internal development phasing, will notify COUNTY in writing prior to commencing construction on any of the Future New Regional Roadway Segments. The

notification is to assist COUNTY in incorporating these road improvements into COUNTY'S budget.

ii. COMPANIES shall submit a proposed budget and construction timeline for commencement and completion of the proposed Future New Regional Roadway Segment, which shall be subject to review and acceptance of the County Administrator. If the County Administrator rejects the proposed budget, COMPANIES shall be relieved of any obligation to construct the proposed Future New Regional Roadway Segment and COMPANIES shall assign its design and permits to COUNTY for COUNTY to assume the obligation to construct the proposed Future New Regional Roadway Segment within the original timeline submitted by COMPANIES plus three months, which will allow COUNTY to complete its standard bid process prior to initiating construction.

iii. COMPANIES shall design the Future New Regional Roadway Segment to meet or exceed the applicable engineering design standard as contained in the Sumter County Engineering Design Standards, Florida "Greenbook", or FDOT Roadway Design Standards. The Sumter County Engineering Design Standards, the Florida "Greenbook" and the FDOT Roadway Design Standards, as amended, are incorporated herein and are considered a material provision of this Agreement.

iv. COMPANIES shall provide the design, permitting and construction of non-standard COUNTY infrastructure, including, but not limited to, multi-modal tunnels, bridges, enhanced landscaping and shared ponds, when

COMPANIES determine they are necessary, subject to COMPANIES' sole discretion, and at the COMPANIES' sole expense. The construction of such non-standard infrastructure is subject to any required local, state or federal approvals and permitting.

v. COMPANIES acknowledge that they are constructing the Future New Regional Roadway Segments on behalf of COUNTY and that COMPANIES are giving COUNTY five (5) years from receipt of invoices to reimburse COMPANIES for constructing the Future New Regional Roadway Segments, in accordance with Paragraph 7 below. Furthermore, COMPANIES acknowledge that all required rights-of-way and drainage easements shall be donated to COUNTY and shall not be subject to reimbursement. To the extent it is necessary to amend the existing November 14, 2017 Perpetual Drainage Management Agreement to incorporate the drainage improvements for the Future New Regional Roadway Segments, the Perpetual Drainage Management Agreement shall be amended at such time as is proper and necessary, and at the COMPANIES' sole expense.

e. COMPANIES acknowledge that all required rights-of-way and drainage easements for Future County Roadway Segments, as identified in Exhibits A and B, shall be donated to COUNTY and shall not be subject to reimbursement. To the extent it is necessary to amend the existing November 14, 2017 Perpetual Drainage Management Agreement to incorporate the drainage improvements for the Future County Regional Roadway Segments, the Perpetual Drainage Management Agreement shall be

amended at such time as is proper and necessary, and at the COMPANIES' sole expense.

4. Committed Improvements. All Future New Regional Roadway Segments and Future County Roadway Segments as identified in Exhibits A and B, shall constitute the COMPANIES' satisfaction of any and all obligations for traffic concurrency and/or for any traffic analysis required for future development of the Projects.

5. COUNTY's Obligations:

   a. Accept on COUNTY'S behalf donations of necessary rights-of-way, drainage easements and ponds.

   b. Review, at no cost to COMPANIES, all construction documents for Future New Regional Roadway Segments as set forth in Paragraph 3(d)(iii).

   c. Review and, consider for approval, proposed budgets for construction of Future New Regional Roadway Segments in accordance with Paragraph 3(d)(ii).

   d. Provide construction inspection services, at no cost to COMPANIES, during the construction of the Future New Regional Roadway Segments to comply with the approved construction documents.

   e. Provide reimbursement to COMPANIES as set forth in Paragraph 7.

   f. Design, permit, build, and otherwise complete the construction or expansion of Future County Regional Roadway Segments as provided for in Exhibits A and B ("Future County Regional Roadway Segments"). To the extent that COMPANIES determine that the improvements to the Future County Regional Roadway Segments should be undertaken prior to the schedule established by COUNTY or, if the Future County Regional Roadway Segments are not included in COUNTY'S Capital Improvements

Plan, or if the Future County Regional Roadway Segments are otherwise not provided for in COUNTY'S budget, COMPANIES may provide written notice to COUNTY that COMPANIES will undertake to design, permit, build and otherwise complete the Future County Regional Roadway Segment improvement that COMPANIES provided notice for; except that COMPANIES may not proceed if the Future County Regional Roadway Segments are programmed for use of state or federal funding. If COMPANIES elect to proceed with construction of a Future County Regional Roadway Segment, COUNTY shall reimburse COMPANIES as provided for in Paragraph 7.

6. Anticipated Construction of Future State Regional Roadway Segments. COUNTY will hold harmless COMPANIES for any and all financial demands from the Florida Department of Transportation ("FDOT") for the future widening of US 301 from SR 44 to C-470 and the future widening of C-470 from the Lake County line to US 301.

7. Reimbursement for Road Construction. The following process shall be used for reimbursement for certain costs of constructing the regionally-significant roads contemplated herein:

   a. COMPANIES are eligible to seek reimbursement only for construction costs incurred by COMPANIES for Future New Regional Roadway Segments. COMPANIES are eligible to seek reimbursement for design, permitting, and construction of all Future County Roadway Segments undertaken by COMPANIES pursuant to Paragraph 5(f) including all costs associated with developing the construction documents.

   b. COMPANIES will submit their invoices to COUNTY for the eligible costs as required by COUNTY (each a "Reimbursement Invoice" and collectively, the

"Reimbursement Invoices"). The COUNTY shall pay each Reimbursement Invoice within five (5) years of COUNTY'S receipt of a Reimbursement Invoice (the "Invoice Payment Date").

c. At no point in time may COMPANIES seek, nor shall COUNTY reimburse, COMPANIES for the rights-of-way, the drainage easements, or the sizing of ponds to include COMPANIES' drainage, or any of the non-standard improvements set out in Paragraphs 3(d)(iv).

8. Term. This Agreement shall become effective upon execution by COUNTY and COMPANIES and shall remain in effect for thirty (30) years. However, to the extent that any payments remain due and outstanding at the expiration of the term to COMPANIES from COUNTY, COUNTY acknowledges that COMPANIES may seek payment of those monies through any legal or equitable actions.

9. Default:

a. For purposes of this Agreement, "event of default" shall mean any of the following:

i. Any representation or warranty made by COMPANIES herein or in any statement, invoice or certificate furnished to COUNTY in connection with the performance of this Agreement that proves to be untrue in a material respect as of the date of issuance or making thereof to COUNTY by the COMPANIES.

ii. COMPANIES materially breach any covenant contained in this Agreement and such breach continues or is not corrected or cured within thirty (30) days after written notice thereof to the COMPANIES by COUNTY; provided however, that COUNTY may declare a lesser cure period in the event that it

finds, in its sole and absolute discretion, that such lesser period is necessary to protect the public health, safety, or welfare.

iii. COMPANIES fail to provide COUNTY the written verification, satisfactory to COUNTY, of its performance obligations herein.

iv. COMPANIES fail to expend or use funds in accordance with this Agreement, if applicable.

v. COMPANIES fail to develop the next Town Center or comparable lifestyle mixed-use retail centers solely within Sumter County with aggregate regionally-serving commercial square footages similar in size to the existing Town Centers located in Sumter County (Lake Sumter Landing or Brownwood, respectively) after execution of this Agreement and throughout the term of the Agreement.

10. Budget, Appropriation, and Funding for Reimbursement. The terms and conditions of this Agreement, including the following Covenant to Budget and Appropriate, placed upon COUNTY are applicable only to the extent they are both within and consistent with the constitutional and statutory limitations on the authority of COUNTY. It is acknowledged by the parties that payment of Reimbursement Invoices as set forth herein are contingent upon annual appropriations by COUNTY in its approved fiscal year budget. The Reimbursement Invoices described herein will be distributed or paid as noted in this Agreement by COUNTY to COMPANIES.

a. *Approved Project Budget Required.* It is acknowledged and agreed by the parties that COUNTY'S obligation to pay the Reimbursement Invoices as described herein, shall be limited and conditioned upon the approval of a proposed Future New Regional

Roadway Segment budget prior to the commencement of construction in accordance with Paragraph 3(d)(ii).

b. *Covenant to Budget and Appropriate Annually.* Upon approval as required in Paragraph 10.a., COUNTY covenants that it will appropriate in its annual budget, by amendment if necessary, from Available Non-Ad Valorem Revenues, amounts sufficient to pay each Reimbursement Invoice submitted by COMPANIES on or before the associated Invoice Payment Date. The phrase "Non-Ad Valorem Revenues" shall mean all revenues of COUNTY not derived from ad valorem taxation. The phrase "Available Non-Ad Valorem Revenues" shall mean all Non-Ad Valorem Revenues other than (A) any Non-Ad Valorem Revenues which are restricted by a contract in existence on the date hereof, as identified in Exhibit C hereto, and (B) any revenues which are prohibited by law from being used to pay the Reimbursement Invoices, and (C) any revenues which are prohibited by law or otherwise not legally available to pay the Reimbursement Invoices.

c. Such covenant and agreement on the part of COUNTY to budget and appropriate such amounts of Available Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Available Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all required payments herein shall have been budgeted, appropriated and actually paid.

d. *No Pledge of Revenue.* Notwithstanding the foregoing covenant of COUNTY, COUNTY does not covenant to maintain any services or programs, now provided or maintained by COUNTY which generate Available Non-Ad Valorem Revenues. Such Covenant to Budget and Appropriate does not create any lien or pledge of

Available Non-Ad Valorem Revenues, nor does it preclude COUNTY from pledging in the future Available Non-Ad Valorem Revenues, nor does it require the COUNTY to levy and collect any particular Available Non-Ad Valorem Revenues. Specifically, the parties acknowledge that COUNTY is without authority to grant or pledge a security interest in any of COUNTY'S Non-Ad Valorem Revenues or property.

e. *Subject to Existing Payment Obligations*. Such Covenant to Budget and Appropriate is subject in all respects to the payment of obligations secured by a pledge of Available Non-Ad Valorem Revenues heretofore or hereafter entered into (including debt service on bonds and other obligations). However, the Covenant to Budget and Appropriate in its general annual budget or amendments thereto for the purposes and in the manner stated herein shall have the effect of making available for payment of the Reimbursement Invoices, in the manner described herein, Available Non-Ad Valorem Revenues of COUNTY, and of placing on COUNTY a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations herein; subject, however, to the payment of services and programs which are Essential Government Services or which are legally mandated by applicable law. For purposes of this Section 10, the phrase "Essential Government Services" means public safety and general governmental services provided by COUNTY, the expenditure for which are currently set forth as the line items entitled "General Government" and "Public Safety" in the COUNTY'S Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2017, and any equivalent line items in any future financial statements of COUNTY.

f. *Prioritization; Other Conditions of Payment.* For purposes of the Covenant to Budget and Appropriate, to the extent permissible by law, and subject to all other conditions and limitations of this Section 10, COUNTY agrees, in its annual appropriation and budget process, to prioritize use of Available Non-Ad Valorem Revenues generated from Transportation Impact Fees and its apportioned Gas/Fuel Taxes before using these funds for any other purposes to make payment on Reimbursement Invoices. Such priority of Transportation Impact Fees and apportioned Gas/Fuel Taxes is not intended to limit or restrict the Non-Ad Valorem Revenues available to COUNTY to satisfy its obligation in Section 10 hereof, but instead is intended to prioritize the use of Transportation Impact Fees and apportioned Gas/Fuel Taxes to pay Reimbursement Invoices before such Non-Ad Valorem Revenues are used for other obligations of COUNTY. COUNTY agrees that payments for Reimbursement Invoices shall not be made from revenue derived from a municipal service benefit unit or municipal service taxing unit created solely and specifically for the purposes of generating revenue to pay for the regionally-significant roadway segments set forth in Exhibits A and B, or for the Reimbursement Invoices contemplated herein; provided, however, that nothing contained in this Section 10 shall constitute a limitation or restriction on COUNTY'S legitimate use of any lawfully enacted, available means of revenue, including but not limited to ad valorem, non-ad valorem, special assessments, or other revenue source, that may be instituted by COUNTY from time to time.

11. Notice. Whenever either party desires to give notice unto the other, written notice shall be sent via hand delivery, first class mail or overnight courier to:

COUNTY	**COMPANIES**
County Administrator	Assistant Director of Development
Sumter County	The Villages Land Company, LLC
7375 Powell Road	3619 Kiessel Road
Wildwood, Florida 34785	The Villages, Florida 32163
Copy to:	
Jennifer Rey, Esq.	Brian Hudson, Esq.
The Hogan Law Firm, LLC	3619 Kiessel Road
20 S. Broad Street	The Villages, Florida 32163
Brooksville, Florida 34601	

Such addresses may be changed by notice pursuant to this paragraph, but notice of change of addresses is effective only upon receipt.

12. Conflict of Interest. COMPANIES agree that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY, or which would violate or cause others to violate the provisions of Part III, Chapter 12, Florida Statutes, relating to ethics in government. COMPANIES hereby certify that no officer, agent, or employee of COUNTY has any material interest as defined in Section 112.312, Florida Statutes, either directly or indirectly, in the business of COMPANIES, and that no such person shall have any such interest at any time during the term of this Agreement.

13. No Lobbying with Funds. COMPANIES hereby agrees that monies received from COUNTY pursuant to this Agreement shall not be used for the purpose of lobbying the legislature, the judicial branch, or any state or federal agency as defined in Section 216.347, Florida Statutes.

14. Independent Entity. In performing this Agreement, any planning, developing, construction, equipping, operating of any project, or carrying out any of the activities to be carried out by the COMPANIES, COMPANIES acknowledge that it will be acting independently, in the capacity of an independent entity and not as a joint venture, partner, associate, employee, agent or representative of COUNTY.

15. Public Records.

    a. All documents generated by COMPANIES on behalf of COUNTY become the property of COUNTY. COUNTY may require submission of any electronic file version of reports, data, or other submission of documentation produced for or as a result of performance under this Agreement. COMPANIES agree to comply with public records and open meeting requirements as applicable, and as may be required by Florida Public Rccords Law and Florida Sunshine Law.

    b. COMPANIES are required to: (i) keep and maintain public records required by COUNTY; (ii) upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a reasonable or as otherwise provided by law; (iii) ensure that public records that are exempt or, confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if COMPANIES do not transfer the records to COUNTY; (iv) upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of COMPANIES or keep and maintain public records required by COUNTY.

c. If COMPANIES transfer all public records to COUNTY upon completion of this Agreement, COMPANIES shall destroy any duplicate public records that are exempt or, confidential and exempt, from public records disclosure requirements. If the COMPANIES keep and maintain public records upon completion of this Agreement, COMPANIES shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

d. COMPANIES and COUNTY shall comply with the provisions of Section 119.0701, Florida Statutes, in responding to requests for public records.

e. **IF THE COMPANIES HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANIES' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Administrative.Services@sumtercountyfl.gov.**

16. No Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors, including any successor-in-interest to the COMPANIES' interest, and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder, or as a result of this Agreement, or any right to enforce any provisions of this Agreement.

17. Indemnification, Insurance and Sovereign Immunity. COMPANIES shall be solely and entirely responsible for its tortious acts and the tortious acts of its agents, employees, or servants during the performance of this Agreement. COMPANIES shall indemnify, defend, and save harmless COUNTY, its agents, employees, and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees, that may be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of COMPANIES, its agents, or employees during performance under this Agreement. COMPANIES shall acquire and maintain insurance coverage acceptable to COUNTY. COMPANIES shall provide COUNTY with a certificate of coverage identifying COUNTY as both a Named Insured and a Certificate Holder. The foregoing is not intended, and shall not be construed, as a waiver by COUNTY of the benefits of Section 768.28, Florida Statutes.

18. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, warlike operation, insurrection, rebellion, revolution, military or usurped power, sabotage or other civil unrest; (d) strikes, embargoes, blockades, labor stoppages, lockouts or slowdowns or other industrial disturbances or inability to obtain

necessary materials or services (e) governmental delay regarding permits or approvals; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; or (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing the delay or impossibility shall abate.

19. Entire Agreement; Modification. This Agreement contains the entire agreement of the parties and may not be changed except by written agreement duly executed by the parties hereto. This Agreement supersedes any prior understandings and agreements between the parties, and there are no representations, warranties or oral agreements other than those expressly set forth herein.

20. Assignment. This Agreement shall not be assigned nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without the prior written approval of COUNTY. No such approval by COUNTY of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of COUNTY. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that COUNTY shall deem necessary.

21. Corporate Status; Change of Ownership. If COMPANIES are a non-governmental, corporate entity:

    a. *Corporate Status*. COMPANIES shall ensure that the corporate status shall continuously be in good standing and, at all times throughout the Term and any renewal or extension hereof, active and current with the state of its incorporation and

the State of Florida. Failure of the COMPANIES to keep its corporate status active and current shall constitute a material breach under the terms of this Agreement.

b. *Change of Ownership*. COMPANIES shall notify COUNTY immediately upon any change in corporate ownership or any substitution of the key professional assigned (the "Key Person") to perform under this Agreement ("Change of Ownership"). COUNTY shall have the option of cancelling this Agreement if a Change of Ownership is not suitable to it, provided however, no cancellation shall relieve the COMPANIES of its obligations to perform the work described herein or for liability for breach of same. A Change of Ownership means the occurrence of any one or more of the following: a sale, lease, or other disposition of 50% or more of the interest or assets of the COMPANIES or corporation; a merger, reverse merger or consolidation with another entity; a transaction wherein a third-party becomes the beneficial owner having fifty (50%) percent or more interest in the corporation or COMPANIES; or fifty (50%) percent or more of the total number of votes that may be cast for any act of the entity.

22. Dispute Resolution. All disputes arising out of or in connection with this Agreement shall be attempted to be settled through good-faith negotiation between the parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to

the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Failing resolution through mediation, either party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity as defined herein below.

23. Jointly Drafted. The parties agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with an attorney. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft this Agreement, the parties agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other. and shall be deemed to have been prepared jointly by the COMPANIES and COUNTY, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against either party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements.

24. Parties Acknowledgement; Parties Bound. COMPANIES and COUNTY acknowledge that they have read this Agreement, and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the parties have caused this Agreement to be executed on their respective behalf by the authorized officer whose signature appears below under their respective name, to be effective as of the date first written above. This Agreement shall be binding upon and inure to the benefit of the parties hereto.

25. Waiver. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

26. Time is of the Essence. Time shall be of the essence of this Agreement.

27. Survivability. Any provision of this Agreement that obligates any of the parties to perform an obligation either before the commencement of the Term or after the expiration of the Term, or any renewal or extension thereof, shall be binding and enforceable notwithstanding that performance is not within the Term, and the same shall survive.

28. Severability. Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

29. Counterparts. This Agreement may be executed in a number of identical counterparts and a facsimile or electronic/digital copy shall be treated as an original. If so executed, each such counterpart is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

30. Law of the Agreement; Jurisdiction and Venue. The parties agree that the laws of the State of Florida (and the ordinances and regulations of Sumter County, Florida) shall govern any dispute arising out of or related to this Agreement. Venue for any dispute, claim or action arising out of, or related to, this Agreement shall be in the Circuit Court of the Fifth Judicial Circuit in and for Sumter County, Florida. The parties to this Agreement agree that venue

shall lie only in the state courts located in Sumter County, Florida. Removal of this case to federal court is prohibited. Litigation in federal court is precluded by agreement of the parties hereto. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world; such party waives any argument that said party is not subject to the jurisdiction of the state courts located in Sumter County, Florida and the laws of the State of Florida.

31. Attorney's Fees; and Costs of Enforcement. Each party hereto shall bear its own attorneys' fees and costs incurred in resolving any dispute, claim, action or appeal arising out of, or related to, this Agreement.

32. Section and Paragraph Headings. Captions or paragraph headings herein contained are for organizational convenience only, and shall not be construed as material provisions of this agreement or to limit any provisions hereunder.

33. Cooperation; Supplementary Actions. All parties agree to cooperate fully to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate, to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.

34. Miscellaneous. Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA

By: _____
Al Butler, Chairman

ATTEST:

_____
Caroline AlRestimawi, Deputy Clerk

WITNESSES:

_____
Print Name: Doris A. Pardo

_____
Print Name: Christi G. Jacquay

THE VILLAGES LAND COMPANY, LLC, a Florida limited liability company

BY: TVL Company, LLC,
a Florida limited liability company,
its Manager

By: _____
Print Name: Kelsea Morse Manly
Title: MANAGER

_____
Print Name: Doris A. Pardo

_____
Print Name: Christi G. Jacquay

THE VILLAGES DEVELOPMENT COMPANY, LLC,
a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

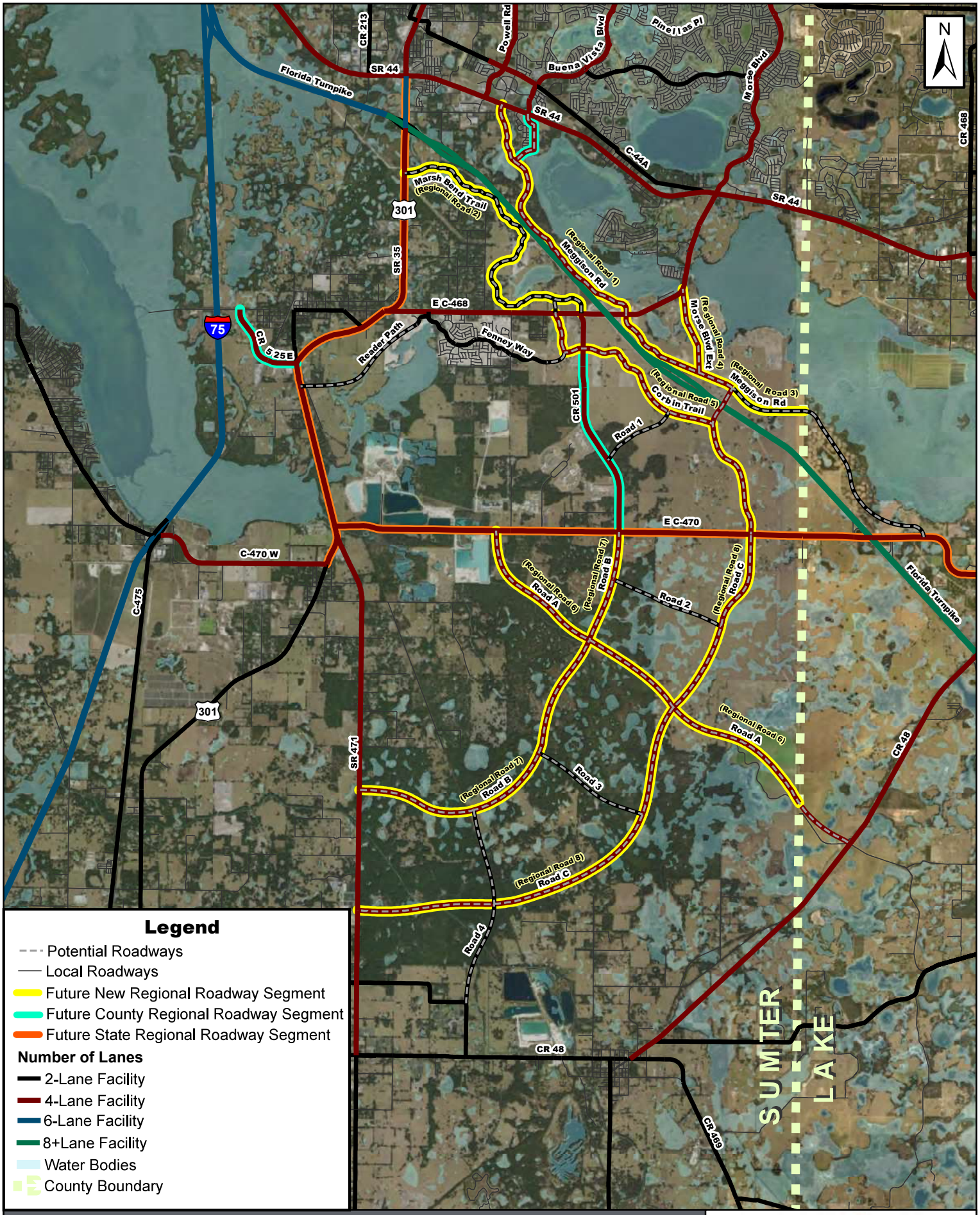
By: _____
Name: HARPER BOONE
Title: MANAGER

EXHIBITS

A. REGIONAL ROADWAY IMPROVEMENTS MAP

B. REGIONAL ROADWAY IMPROVEMENTS TABLE

C. EXISTING OBLIGATIONS



SUMTER COUNTY & WILDWOOD ROADWAY NEEDS - FUTURE POTENTIAL NETWORK

Kimley»Horn

© 2018 Kimley-Horn and Associates, Inc.

July 3, 2018

0 4,500 9,000 Ft

Roadways are approximate and not to scale

EXHIBIT A

The Villages

Exhibit B

Future New Regional Roadway Segments		
ROAD	**SEGMENT**	**IMPROVEMENT**
MEGISSON	SR 44 SOUTH TO C-468 (WARM SPRINGS AVENUE)	CONSTRUCT 4 LANES
MARSH BEND TRAIL	US 301 SOUTH TO C-468 (WARM SPRINGS AVENUE)	CONSTRUCT 2 LANES
MEGISSON	C-468 (WARM SPRINGS AVENUE) SOUTH TO THE LAKE COUNTY LINE	CONSTRUCT 4 LANES
MORSE BOULEVARD EXTENSION	C-468 SOUTH TO MEGISSON ROAD	CONSTRUCT 4 LANES
CORBIN TRAIL	C-468 (WARM SPRINGS AVENUE) SOUTH PARALLELING C-501 TO C-470	CONSTRUCT 4 LANES
UNNAMED ROAD A	C-470 SOUTH TO THE LAKE COUNTY LINE (TO CONNECT TO C-48)	CONSTRUCT 4 LANES
UNNAMED ROAD B	C-470 SOUTH TO SR 471	CONSTRUCT 4 LANES
UNNAMED ROAD C	C-470 SOUTH AND PARALLELING UNNAMED ROAD B TO SR 471	CONSTRUCT 4 LANES

Future County Regional Roadway Segments

ROAD	SEGMENT	IMPROVEMENT
C-501	NEW ROUNDABOUT SOUTH OF C-468 (WARM SPRINGS AVENUE) TO C-470	EXPAND TO 4 LANES
C-525E	CR 514 NORTH TO THE FUTURE I-75 INTERCHANGE	CONSTRUCT 4 LANES
C-525E	CR 514 TO US 301	CONSTRUCT 4 LANES
BUENA VISTA EXTENSION	EXTEND BUENA VISTA SOUTH FROM SR 44 TO MEGISSON ROAD.	CONSTRUCT 4 LANES

Future State Regional Roadway Segments

ROAD	SEGMENT	IMPROVEMENT
US 301	SR 44 TO C-470W	EXPAND TO 4LANES
C-470	US 301 TO COUNTY LINE	EXPAND TO 4 LANES

EXHIBIT C – EXISTING DEBT SERVICE OBLIGATIONS

Debt Service	Original Amount
Citizens First – Bank Loan 2018	$ 30,100,000
US Bank Series 2015B Bond	$ 24,330,000
TD Bank Series 2015A Loan	$ 28,602,982
Hancock Bank Series 2003	$ 7,340,000
Banc of America Motorola Financing	$ 11,939,641

Appendix B:

TIA for The Villages of Southern Oaks Sixth Comprehensive Plan Amendment (CPA) (November 2019)

Kimley»Horn

MEMORANDUM

To: Martin L. Dzuro
The Villages

From: Richard Barr, AICP
Kimley-Horn and Associates, Inc.

Date: November 7, 2019

Subject: Sixth Amendment to The Villages of Southern Oaks
Comprehensive Plan Amendment Transportation Analysis

This memorandum is in support of the Sixth Amendment to The Villages of Southern Oaks Comprehensive Plan Amendment (CPA) in the City of Wildwood, Florida. The Villages of South Oaks Sixth Amendment area is composed of the following two properties:

- 4,132-acre agricultural-use (AG-10) property referred to as Landstone
- 8,354-acre agricultural-use (AGR) property referred to as Stuart Ranch

The Villages of Southern Oaks Sixth Amendment area along with the potential future roadway network is displayed on **Figure 1**. The Sixth Amendment includes the re-designation of these properties to an age-restricted development (ARD) land use category on the City's Future Land Use Map. The ARD category limits the land use to an age-restricted community like The Villages, uniquely characterized by mixed land uses, an abundance of on-site amenities and social/recreational opportunities, and superior travel connectivity for various travel modes throughout the community.

Land uses allowed under today's Future Land Use Map within The Villages of Southern Oaks Sixth Amendment area are as follows:

- Landstone: 413 residential dwelling units
- Stuart Ranch: 835 residential dwelling units

The Sixth Amendment proposes no new land use intensities in addition to what is currently approved for the Fifth Amendment to The Villages of Southern Oaks. The cumulative land use approved for the Fifth Amendment (and proposed for the Sixth Amendment) to The Villages of Southern Oaks are as follows:

- 60,449 residential dwelling units
- 1,529,000 square feet of office/governmental use
- 12,278,000 square feet of commercial use

As the Sixth Amendment does not increase land use intensities from what is currently approved for the Fifth Amendment to The Villages of Southern Oaks, no additional transportation impacts on the overall area roadway network are expected due to the Sixth Amendment.

The Villages is coordinating with the Florida Department of Transportation (FDOT) District Five to further study the capability of state facilities to accommodate additional traffic from The Villages in the long-term planning horizon and will continue such coordination with FDOT, Lake-Sumter MPO and others beyond this Sixth Amendment CPA submittal.

If you have any questions or need additional information, please feel free to contact me at 850-553-3500 or by email at richard.barr@kimley-horn.com.

Attachments:

Figure 1: The Villages of Southern Oaks Sixth Amendment Area Location Map

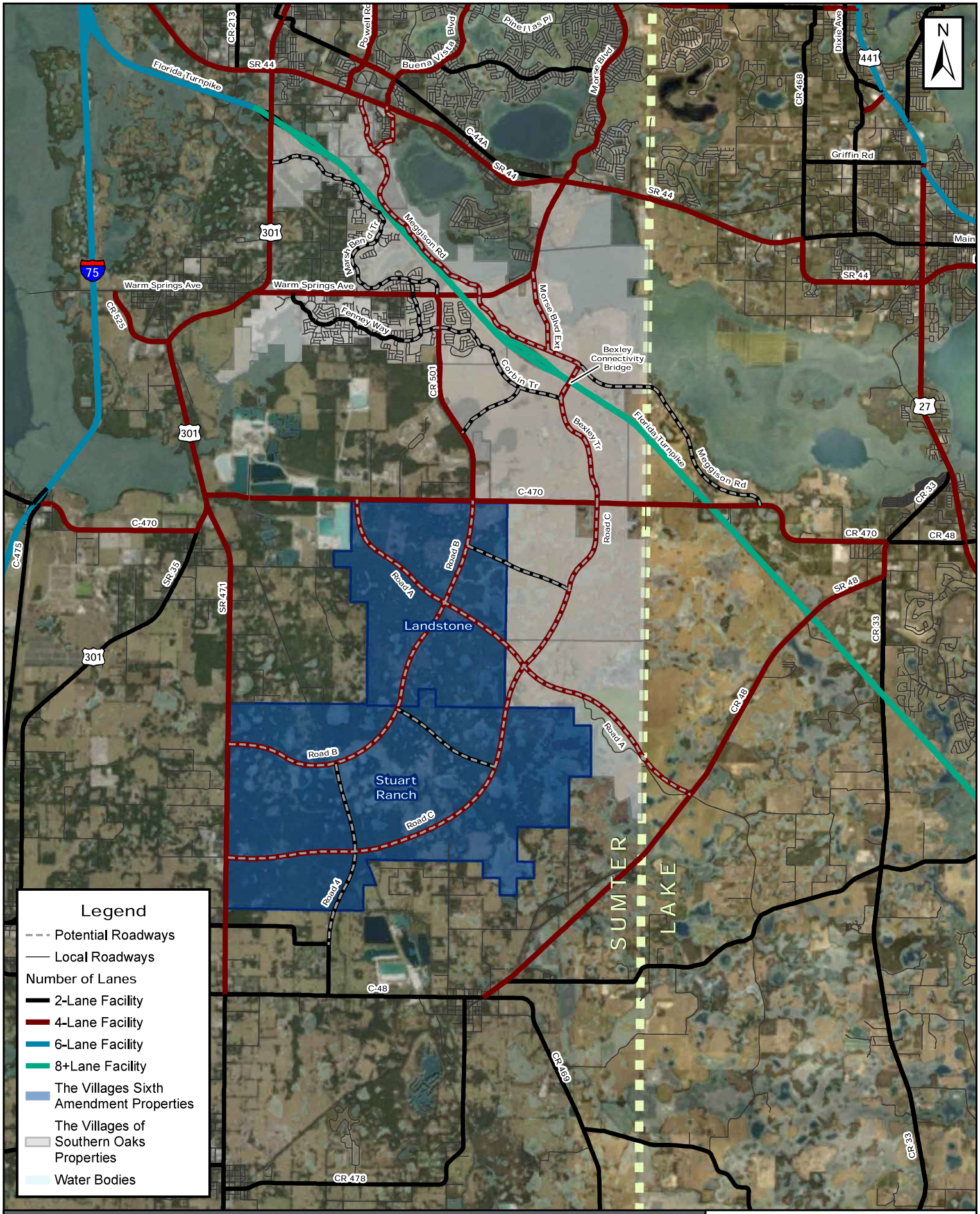


FIGURE 1: SIXTH AMENDMENT AREA LOCATION MAP

Kimley»Horn

© 2019 Kimley-Horn and Associates, Inc.

November 2019

0 5,000 10,000 Ft

Roadways are approximate and not to scale

The Villages

Appendix C:
2005 Origin-Destination Survey

Origin-Destination Survey Executive Summary

THE VILLAGES
2005 Origin-Destination Survey

Prepared for:

The Villages of Lake-Sumter, Inc.

Prepared by:

Kimley-Horn and Associates, Inc.

April 2005

© Kimley-Horn and Associates, Inc. 2005

040380050

EXECUTIVE SUMMARY

This Executive Summary of the 2005 Villages Origin-Destination (O-D) Survey Report was prepared to document the various trip characteristics of The Villages residents. The Villages, which is located west of US 27/441 between Ocala and Leesburg, Florida, is a large-scale planned retirement community that is highly self-contained (see Map 1). The community layout includes centrally located non-residential land uses, and was designed so that residents would be able to obtain goods and services internally, thereby reducing external trips. Located internally and nearby the residential areas, The Villages' existing non-residential land uses include two Town Centers (offices, banks, small specialty shops, and restaurants), medical facilities, and shopping centers (grocery stores, drug stores, fast-food establishments, and other stores). In addition, there are a significant number of recreational facilities located throughout The Villages including swimming pools, golf courses, tennis facilities, and other various neighborhood and regional recreation facilities. In addition, many bicycle, pedestrian, and golf cart paths (transportation trails) meander through The Villages, offering alternative internal transportation mode choices to community residents. Use of these alternative modes reduces the number of internal auto trips generated.

As of January 2005, the residential portion of The Villages (non-vested development) is comprised of over 21,000 single family detached homes (with approximately 40,000 residents), in addition to the non-residential portion which is comprised of approximately 1,600,000 square feet of commercial and office floor area, a hospital, and 252 holes of golf.

The Villages' Development Order requires an annual traffic analysis to monitor the existing and future conditions on the roadway system in and around the Villages. The O-D Survey was implemented to obtain and understand the trip making characteristics of the Villages residents, and the results of the O-D Survey are instrumental in the annual traffic analysis of this unique development. The travel diary survey format was employed to collect the travel characteristics of The Villages residents and was administered on January 12, 2005.

SURVEY PURPOSE

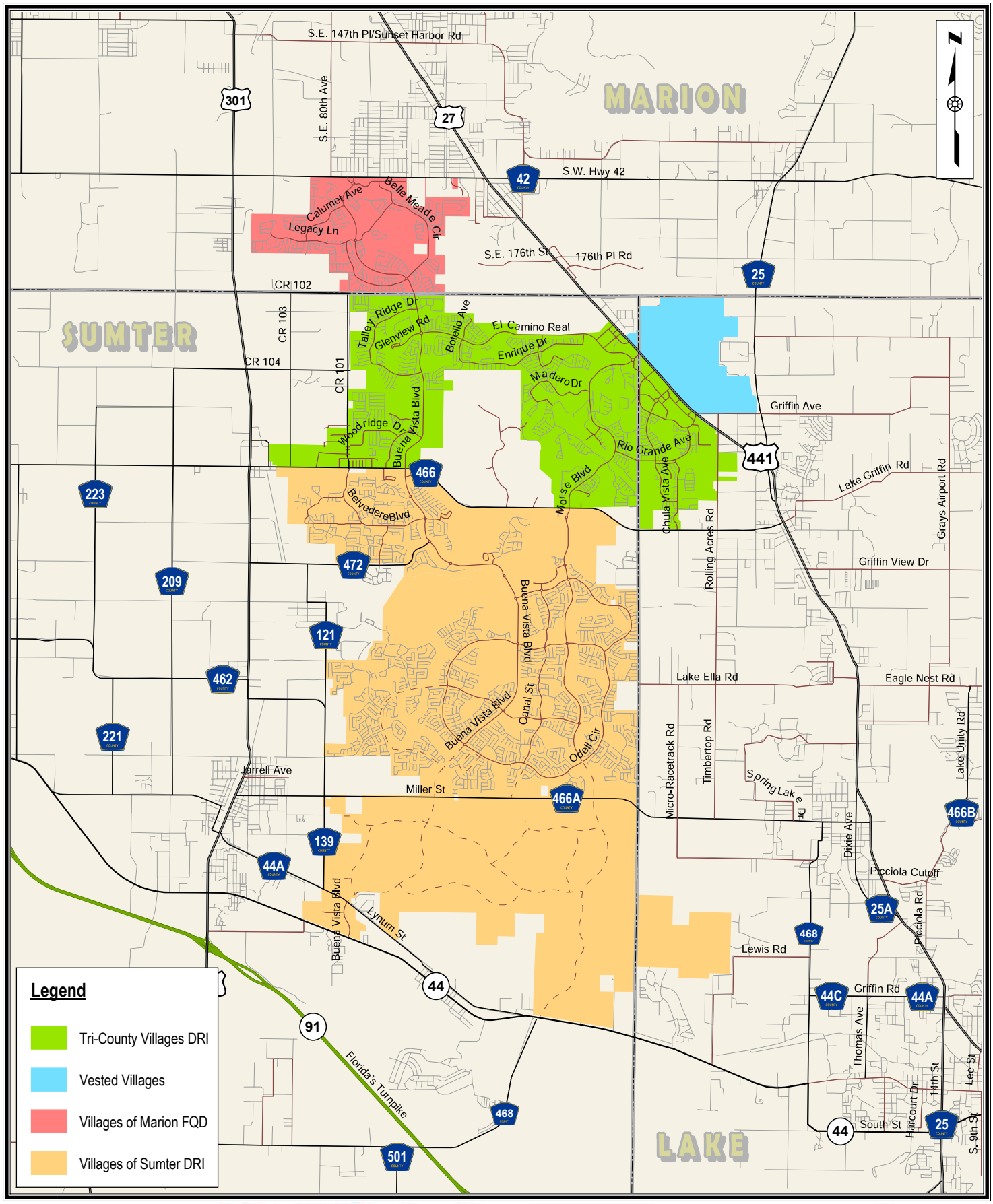
The main purpose of performing this survey was to monitor and update current trip characteristics and patterns reflected in the previous two O-D Surveys completed in 1999 and 2001. Many of the survey results are used as inputs in the annual monitoring traffic analysis for The Villages development.

RESULTS AND ANALYSIS

Survey Response Rate

A total of 1,544 surveys were distributed randomly to non-vested Villages residents. This distribution number was based on the response rate from previous surveys for the development, accounting for seasonal occupancy, and to be able to have 95% confidence in the results based on standard statistical procedures.

Of the 1,544 mailed surveys, 652 surveys were returned, 17 of which were unusable due to reporting errors, resulting in 635 usable surveys. 73 of the 1,544 mailed surveys were returned as undeliverable by the mail service. In most instances the surveys were returned because the resident had moved and no forwarding address was provided.



Kimley-Horn and Associates, Inc.

© 2005 Kimley-Horn and Associates, Inc.

3404 Southern Trace
The Villages, Florida
32162-7621
Phone: 352 259 2232 - Fax: 352 259 1584

The Villages®

0 0.45 0.9 1.8 2.7 3.6 Miles

Map 1. The Villages Site Location Map

April 2005
040380050.2.102

P:/040380/050/2106/GIS/Map Files/Map1_SiteLocation.mxd

The 2005 O-D Survey also engaged in pre-mailings and two information sessions to prepare the respondents prior to the survey date of January 12, 2005. This was done to inform residents as to the importance of their response and the likely benefits of the survey to their community. In addition, there was a "help-line" established so that residents could call in with questions about the survey prior to and during the survey. As a result of these efforts, the survey resulted in a response rate of 44 percent, which was an increase in the response from previous O-D Surveys conducted at The Villages. A 44 percent response rate is considered to be high for a one day travel dairy type survey where no follow-up is possible.

Home-Based Trip Generation Rates

The Villages trip generation rates were measured from the results of the 2005 O-D Survey. The survey results reflect trips made by residents to residential and non-residential land uses. **Table 1** summarizes the results of the trip generation analysis.

Table 1
The Villages O-D Survey
Trip Generation Rates By Mode

Mode	Average Daily/PM Peak Hour Trip Rate per Household
Home-Based Trips Auto Only	4.03/0.31
Home-Based Trips Golf Cart Only	1.52/0.16
Home-Based Trips Auto/Golf Cart	5.55/0.47
Home-Based Trips All Modes	5.68/0.48

Internal/External

Trip internalization was also calculated for daily home-based trips, resulting in a measured rate of 74.8 percent of the auto and golf cart trips being internal to the community, while 25.2 percent of trips were external to the community. This compares to 68 percent and 70 percent of the daily home-based trips being internal to the community as a result of the 1999 and 2001 O-D Surveys.

Trip Purpose

Trip purpose was calculated for home-based trips resulting in the percentages of trips by purpose during the p.m. peak hour. **Table 2** summarizes the results of the trip purpose analysis.

Table 2
The Villages O-D Survey
Home-Based Trips By Purpose During The PM Peak Hour

Purpose	Percentage
Work	3.0%
Shopping	56.6%
Medical Office	7.6%
Social/Rec	13.6%
Golf	13.9%
Other	5.3%
Total	100.0%

Mode Choice

The 2005 Villages O-D Survey also collected data for the type of transportation (mode-choice) used for home-based trips by The Villages residents during the p.m. peak hour. The survey responses included auto, golf cart, bus/public transit, walking, bike, and other modes (such as horse and motorbike). **Table 3** summarizes the results of the mode choice analysis.

Table 3
The Villages O-D Survey
Home-Based Trips by Mode During The PM Peak Hour

Mode	Percentage
Auto	63.9%
Golf Cart	33.4%
Other Modes	2.7%
Total	100%

CONCLUSION

The results of the 2005 Villages O-D Survey illustrate the unique travel characteristics of residents of The Villages community. Currently, The Villages is surrounded by a mixture of undeveloped and developing areas. Other than the development in and around The Villages, significant attractions for residents in these areas are located as much as ten to twenty miles away. The new development taking place in the area surrounding The Villages is creating more and new attractions closer to The Villages development. It is expected that as The Villages continues with commercial development as well as the development of other on-site amenities the percentage of external trips may be reduced as the percentage of internal trips increases. This increase in internalization is clear when a comparison of the 2005 survey results is made with the 1999 and 2001 survey results as the Villages developed additional on-site opportunities for the residents.

The survey data showed that residents of The Villages currently generate 5.55 daily home-based trips per household. This rate includes both auto and golf cart trips. Of these trips, 74.8 percent are internal trips within The Villages and are a result of the mixed-use development patterns, abundant on-site amenities, and convenient transportation system throughout the community that accommodates a wide variety of travel modes. The high internalization of trips is also associated with the characteristics of the retirement population.

The results of this survey suggest that the residential trip-making characteristics of The Villages residents are very different from other residential land use categories reported in ITE's *Trip Generation* and other typical developments in Florida that are required to perform traffic impact analyses. It is concluded that these survey results are reasonable for this particular community. It is also concluded that the results are applicable for calculating residential trip generation, purpose, mode choice, and trip internalization in future studies.

Appendix D:
2008 Origin-Destination Survey

Origin-Destination Survey
Executive Summary

2008 Non-Residential Travel Characteristics

The Villages, Florida

Prepared for:

The Villages of Lake-Sumter, Inc.

Prepared by:

Kimley-Horn and Associates, Inc.

©Kimley-Horn and Associates, Inc.
April 2008
040380058

Executive Summary

Introduction

This Executive Summary documents travel characteristics of The Villages non-residential uses collected from the 2008 non-residential Origin-Destination (O-D) survey. The Villages, a large-scale retirement planned community is located in Lake, Sumter, and Marion Counties between Ocala and Leesburg, Florida.

As of February 2008, the residential portion of The Villages (non-vested development west and south of US 27/441) is comprised of over 30,000 single-family detached homes with over 60,000 residents. The non-residential uses include approximately 2,700,000 square feet of commercial and office floor area, a hospital, and 405 holes of golf.

Survey Purpose

The study of non-residential trip characteristics inside The Villages will produce valuable data that will help expand the base of existing information on non-residential travel patterns in the area. This information will be used to facilitate the trip distribution and assignment of non-residential trips to impacted roadway facilities in the study area. Furthermore, the results of the study will provide insight on the driving behavior of users of the system and additional input in identifying and planning for infrastructure investments required to maintain the adopted level of service (LOS) for study area roadway facilities. The results will be used in future traffic studies for The Villages.

Overall Results

Data Collection

During the week of January 7, 2008 for the PM peak period, 3,342 intercept surveys were randomly attempted at seven non-residential locations. A minimum of 1,537 completed surveys were needed to be able to have a minimum of 95% confidence in the results based on standard statistical procedures.

Of the 3,342 intercept surveys attempted, 2,603 surveys were successfully completed resulting in a completion rate of approximately 78 percent while 739 potential interviewees declined to participate. Although care was taken to minimize errors in the collection of the survey information, 277 of the surveys were unusable due to recording errors or incomplete surveys, resulting in 2,326 usable surveys (or approximately 90 percent of the completed surveys). Due to the significant number of usable surveys, it can be concluded with 95% confidence that the following trip characteristics presented in the next section represent the true behavior of the population with an error bound of +/- 2.5%.

Internal/External

The weighted trip internalization for all mode of transportation during the PM peak period was measured at 75.4 percent. This compares to 74.8 percent of the residential home-based trips being internal as measured through the 2005 residential O-D Survey. The raw survey results were weighted according to trip generation (PM peak hour per the Institute of Transportation Engineers (ITE) *Trip Generation*) by area surveyed. This was done to make sure that the number of surveys collected by survey area were consistent with the number of trips generated by survey area. The internal/external split for the raw survey data was 74.6 percent internal and 25.4 percent external.

Trip Purpose

Home based shopping trips made up 69.2 percent of all trips. Home based work, home based social recreation, and home based other made up 5.5 percent, 8.9 percent, and 4.3 percent of the trips respectively. Non-home based trips were 11.8 percent of total trips, while 0.3 percent of all trips originating in The Villages irrespective of purpose had a destination outside of the region.

Mode Choice

Automobiles were used for 78.8 percent of all trips. Golf carts, walk, bike, and transit trips made up 19.1 percent, 1.6 percent, 0.4 percent, and 0.1 percent respectively.

Trip Length (by percentile)

The data suggest that 10 percent of the trips were no more than 0.6 miles, whereas 25 percent were less than or equal to 1.2 miles. The median trip length was 3.1 miles. 75 percent of the trips were no longer than 5.4 miles and 90 percent of all trips taken were less than or equal to 8.4 miles.

Auto Only Analysis

Internal/External

The weighted trip internalization for automobile trips during the PM peak period was 69.7 percent while 30.3 percent of the trips were external to the community. The internal/external split for the raw survey data was 68.9 percent internal and 31.1 percent external.

Trip Purpose

Table 1 summarizes trip purpose results for trips made using automobiles as the mode.

Table 1
The Villages Non-Residential
Origin-Destination Survey
Trip Purpose (auto only)

Site Location	Home Based Shopping	Home Based Work	Home Based Social	Home Based Other	Non-Home Based	Internal to External*
Mulberry Grove	81.5%	7.4%	0.0%	4.6%	6.5%	0.0%
Lake Sumter Landing	55.9%	5.1%	21.1%	6.9%	11.0%	1.0%
Buffalo Ridge/Southern Trace	78.0%	6.8%	1.0%	5.5%	8.7%	0.0%
Rolling Acres	76.7%	2.4%	0.0%	0.0%	20.9%	0.0%
Village Center/La Plaza Grande	79.8%	7.2%	5.1%	0.3%	7.6%	0.0%
Spanish Plaines	52.5%	10.8%	10.3%	9.4%	17.0%	0.0%
Spanish Springs	55.7%	4.9%	24.6%	0.0%	14.8%	2.5%
Overall	68.6%	6.4%	8.6%	4.4%	11.6%	0.4%

p:\040380 - villages\058 - villages 2008 tia\2102 - 2008 o-d survey\analysis\[analysis080418.xls]tables

**Internal to external represents trips external to the FDOT District 5 transportation model counties within District 5.*

Trip Length

Table 2 shows the trip length of automobile trips by percentile.

Table 2
The Villages Non-Residential
Origin-Destination Survey
Trip Length Characteristics by Subarea (Auto Only)

	Percentile				
Subarea	**10%**	**25%**	**50%**	**75%**	**90%**
Buffalo Ridge/Southern Trace	0.8	1.5	4.2	6.4	14.3
Mulberry Grove	0.7	0.9	2.0	5.1	11.7
Village Center/La Plaza Grande	0.4	0.8	2.8	5.2	7.2
Spanish Plaines	1.0	1.5	2.8	5.6	17.5
Spanish Springs	0.4	1.1	4.7	6.2	11.3
Rolling Acres	0.5	1.7	4.8	7.0	12.7
Lake Sumter Landing	1.0	2.0	4.0	5.5	11.9
Overall	0.7	1.5	3.9	6.0	11.4

p:\040380 - villages\058 - villages 2008 tia\2102 - 2008 o-d survey\analysis\[analysis080418.xls]subareatables

Conclusion

The Villages internal capture rate for non-residential trips is 75.4 percent for all modes of transportation and 69.7 percent for automobiles only. These percentages reflect the characteristics of a retirement population that is provided with mixed-use development patterns and abundant on-site amenities. It is concluded that these survey results are reasonable for this particular community. It is also concluded that the results are applicable for calculating non-residential trip purpose, mode choice, trip length, and trip internalization in future transportation modeling and traffic studies for The Villages.

Appendix E:
Background Growth Rate Determination

Table E1: Background Growth Rate Determination (2040)

Roadway							Daily Model Bkgd		Annual Growth Rates			
From	To	2015	2016	2017	2018	2019	2017	2040	5-Year Trend	Model Growth	BEBR Medium	Rate Used
WARM SPRINGS AV / CR 468												
US 301 / SR 35	CR 513	3,052	3,146	6,732	6,884	10,393	3,954	7,476	35.84%	3.87%	1.48%	3.87%
CR 513	FENNEY WAY	2,359	2,703	5,143	9,663	9,844	4,181	4,911	42.93%	0.76%	1.48%	1.48%
FENNEY WAY	CR 501	2,359	2,703	5,143	9,663	9,844	3,539	4,831	42.93%	1.59%	1.48%	1.59%
CR 501	SR 91 / FLORIDA TURNPIKE	3,119	3,587	5,971	8,991	10,996	5,215	6,116	37.03%	0.75%	1.48%	1.48%
SR 91 / FLORIDA TURNPIKE	MEGGISON RD EXTENSION	4,401	4,638	6,976	9,999	13,344	5,215	6,194	31.96%	0.82%	1.48%	1.48%
MEGGISON RD EXTENSION	NORTH CARTER ACCESS	4,401	4,638	6,976	9,999	13,344	5,215	3,996	31.96%	-1.02%	1.48%	1.48%
NORTH CARTER ACCESS	SANDALWOOD DR	4,401	4,638	6,976	9,999	13,344	5,283	7,770	31.96%	2.05%	1.48%	2.05%
SANDALWOOD DR	SR 44	4,401	4,638	6,976	9,999	13,344	5,182	7,770	31.96%	2.17%	1.48%	2.17%
MORSE BLVD												
C-466A	SR 44	14,669	8,521	16,983	16,677	16,307	9,332	11,990	2.68%	1.24%	1.48%	1.48%
CR 501												
WARM SPRINGS AV	BIGHAM NORTH ACCESS	2,612	3,021	4,070	5,444	6,291	1,668	1,308	24.58%	-0.94%	1.48%	1.48%
BIGHAM NORTH ACCESS	BIGHAM SOUTH ACCESS	2,612	3,021	4,070	5,444	6,291	2,310	1,462	24.58%	-1.60%	1.48%	1.48%
BIGHAM SOUTH ACCESS	CR 500	2,612	3,021	4,070	5,444	6,291	2,310	1,462	24.58%	-1.60%	1.48%	1.48%
CR 500	C-470E	2,581					2,310	1,871		-0.83%	1.48%	1.48%
CR 470												
US 301 / SR 35	NE 50TH WAY	6,515	7,597	7,740			10,021	11,625	4.40%	0.70%	1.48%	1.48%
NE 50TH WAY	CR 501	6,630	7,987	9,966	10,217	9,939	10,568	10,373	10.65%	-0.08%	1.48%	1.48%
CR 501	LAKE COUNTY LINE	6,856	7,905	10,521	9,837	10,669	9,577	12,439	11.69%	1.30%	1.48%	1.48%
CR 48												
C-476	CR 567	6,243	7,403	7,189	6,475	7,150	15,348	12,825	3.45%	-0.71%	1.48%	1.48%
CR 567	CR 569 / NORTH AV	5,944	5,412	6,084	5,709	6,051	15,846	13,154	0.45%	-0.74%	1.48%	1.48%
CR 569 / NORTH AV	LAKE COUNTY LINE	5,056	5,372	5,965			15,812	14,494	-100.00%	-0.36%	1.48%	1.48%
C-476												
C-476A / JASPER ST	SR 471	2,105	2,143	2,595			4,611	1,884	-100.00%	-2.57%	1.48%	1.48%
MEGGISON RD EXTENSION												
SR 44	CR 468							4,327				
CR 468	TURNPIKE OVERPASS							6,491				
TURNPIKE OVERPASS	C-470							5,154				
MORSE BLVD EXTENSION												
WARM SPRINGS AV	MEGGISON RD							4,132				
MARSH BEND TRL												
US 301	CORBIN TRL							63				
CORBIN TRL	CR 501							63				
FENNEY WAY												
WARM SPRINGS AV	CORBIN TRL							0				
CORBIN TRL												
MARSH BEND TRL	WARM SPRINGS AV							0				
WARM SPRINGS AV	FENNEY WAY							80				
FENNEY WAY	CR 501							571				
CR 501	ROAD C							417				
BEXLEY CONNECTIVITY BRIDGE (TURNPIKE OVERPASS)												
MEGGISON RD	CORBIN TRL							2,523				
BEXLEY TRL												
BEXLEY CONNECTIVITY BRIDGE	C-470							2,178				
ROAD A												
C-470	ROAD B							1,810				
ROAD B	ROAD C							2,293				
ROAD C	CR 48							4,329				
ROAD B												
C-470	ROAD A							619				
ROAD A	ROAD 3							135				
ROAD 3	ROAD 4							135				
ROAD 4	SR 471							12				
ROAD C												
C-470	ROAD 2							1,913				
ROAD 2	ROAD A							1,913				
ROAD A	ROAD 3							3,223				
ROAD 3	ROAD 4							3,223				
ROAD 4	SR 471							2,900				
ROAD D												
C-470	ROAD A							0				

Table E2: BEBR Growth Rates

County	BEBR Pop Estimate Apr 1, 2017	BEBR Population Projections (April 1) Range	2025	2045	2025	2045	Medium Rate 2040
Lake	331,724	Low	354,500	405,600	0.76%	0.77%	
		Medium	392,900	509,600	2.05%	1.85%	1.90%
		High	426,500	624,200	3.17%	3.04%	
Marion	349,267	Low	355,100	374,700	0.19%	0.25%	
		Medium	386,100	452,900	1.17%	1.02%	1.06%
		High	415,000	545,900	2.09%	1.94%	
Sumter	120,700	Low	138,100	169,400	1.60%	1.39%	
		Medium	158,900	232,600	3.52%	3.20%	3.28%
		High	176,400	301,000	5.13%	5.15%	

Average BEBR Medium Annual Growth Rate for Study Area (Lake, Marion)[1] = 1.48%

[1]Sumter County growth, being highly dependent on Villages growth, was excluded in determining background growth rate for the study area.

EXHIBIT 7

UTILITY FRANCHISE AGREEMENT

ORDINANCE NO. O2022-43

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA; AMENDING AND RESTATING ORDINANCE NO. O2017-23, ORDINANCE NO. O2019-55 AND ORDINANCE O2020-14; PROVIDING A SHORT TITLE; PROVIDING FINDINGS AND INTENT; GRANTING CERTAIN NON-EXCLUSIVE FRANCHISES TO SOUTH SUMTER UTILITY COMPANY, LLC, SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, SOUTH SUMTER ELECTRIC COMPANY, LLC, SOUTH SUMTER GAS COMPANY, LLC, MIDDLETON UTILITY COMPANY, LLC, MIDDLETON WATER CONSERVATION AUTHORITY, LLC, GIBSON PLACE UTILITY COMPANY, LLC, AND GIBSON PLACE WATER CONSERVATION AUTHORITY, LLC, THEIR SUCCESSORS AND ASSIGNS (EACH A FRANCHISEE, AND SOMETIMES COLLECTIVELY REFERRED TO HEREIN AS THE "FRANCHISEES"); A FRANCHISE FOR A PERIOD OF THIRTY (30) YEARS FROM THE ADOPTION OF THIS ORDINANCE TO CONSTRUCT, OWN, OPERATE AND MAINTAIN CERTAIN SERVICES AND FACILITIES TO SERVE AREAS WITHIN AND ADJACENT TO THE VILLAGES AGE RESTRICTED DEVELOPMENT; SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISES SHALL OPERATE; AMENDING THE FRANCHISE TERRITORY; AMENDING NOTICE PROVISIONS; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Wildwood, Florida, as follows:

SECTION 1. SHORT TITLE. This Ordinance shall be known and may be cited as the "Second Amended and Restated Villages ARD Franchisees Ordinance."

SECTION 2. FINDINGS AND INTENT. The City Commission makes the following findings and intent:

(1) The City of Wildwood, Florida (hereafter "City") exercises control over all publicly dedicated rights-of-way, streets, alleys, bridges, easements, and other public places located within the limits of the City.

(2) Affiliates of the Franchisees are the Owners of that certain real property located in the City of Wildwood being more particularly described on **Exhibit "A"** attached hereto and incorporated herein (the "Property").

(3) Affiliates of Franchisees will develop the Property in accordance with its zoning and land use approvals for a large-scale active adult community (the "Villages ARD Planned Development").

(4) The Property is currently located within the City's exclusive water, wastewater, and reclaimed water service area.

(5) The City's reclaimed water service is not currently available to the Property.

(6) The City Commission has considered a request submitted by the proposed Franchisees, which are South Sumter Utility Company, LLC, Southeast Wildwood Water Conservation Authority, LLC, South Sumter Electric Company, LLC, South Sumter Gas Company, LLC, Middleton Utility Company, LLC, Middleton Water Conservation Authority, LLC, Gibson Place Utility Company, LLC, and Gibson Place Water Conservation Authority, LLC, to provide potable water and wastewater services, irrigation services with irrigation water, as well as electric and natural gas services to serve the Property.

(7) The aforesaid rights-of-way to be used by the Franchisees are valuable public properties to be dedicated to City by Owners and maintained by the City at great expense to the City's taxpayers, and the right to use said rights-of-way is a valuable property right to the Franchisees.

(8) The City desires to ensure that the aforesaid rights-of-way used by the Franchisees are promptly restored to a safe and secure condition to protect the health, safety and welfare of the citizens and residents of the City.

(9) State statutes, City ordinances, and the City Charter authorize the City to grant non-exclusive franchises for the purposes set forth herein.

(10) The City Commission amended certain terms of the Franchise granted to the South Sumter Utility Company, LLC pursuant to Ordinance O2017-23 and O2019-55.

(11) Further, the City terminated the Wholesale Potable Water and Wastewater Agreement entered into on September 14, 2017 as recorded in the Official Records Book 3276, Page 117, Public Records of Sumter County, Florida, through a territory and emergency services agreement.

(12) Pursuant to the termination of the Wholesale Potable Water and Wastewater Agreement, the City terminated the Grant of Easement as recorded in Official Record Book 3429, Page 375, Public Records of Sumter County, Florida.

(13) It is the further intent of the City Commission that as additional Villages ARD Planned Development property is added to the Property, the City will approve further

amendments to Ordinance O2017-23 and Ordinance O2019-55 expanding the boundary as it did in Ordinance O2020-14.

(14) After due deliberation and full consideration, the City Commission has determined to amend and restate Ordinance No. O2019-55 which granted a franchise to South Sumter Utility Company, LLC, Southeast Wildwood Water Conservation Authority, LLC, South Sumter Electric Company, LLC, and South Sumter Gas Company, LLC, to provide such services, subject to the terms and conditions set forth below.

SECTION 3. DEFINITIONS. For the purposes of this Ordinance, the following terms shall have the meaning given herein:

(a) The term "City" shall mean the City of Wildwood, Florida.

(b) The term "Customers" shall mean and include any and all organizations, firms, entities, or persons who may desire or require Franchisees' services for land located within the Franchise territory.

(c) The term "Franchisees" shall mean South Sumter Utility Company, LLC, a Florida limited liability company, Southeast Wildwood Water Conservation Authority, LLC, a Florida limited liability company, South Sumter Electric Company, LLC, a Florida limited liability company, South Sumter Gas Company, LLC, a Florida limited liability company, Middleton Utility Company, LLC, a Delaware limited liability company, Middleton Water Conservation Authority, LLC, a Delaware limited liability company, Gibson Place Utility Company, LLC, a Florida limited liability company and Gibson Place Water Conservation Authority, LLC, a Florida limited liability company. Franchisees shall also include any entity that is assigned the franchise rights of any Franchisee, in accordance with this Ordinance.

(d) The term "Franchise" or "Franchise Agreement" shall mean this Villages ARD Franchisees Ordinance and Agreement, as passed and adopted by the City and accepted by each Franchisee.

(e) The term "Franchise Territory" shall mean the following: (i) the area of the City more particularly described in **Exhibit "A"** attached hereto and incorporated herein, which area includes the Property and certain public right-of-way located adjacent to the Property; (ii) any and all streets, alleys, public ways or easements, and public property or places that may now or hereafter exist within the area of the City; and (iii) any other property that may be approved by the City from time to time for development as part of the Villages ARD Planned Development, provided such additional property must be added as an amendment to this franchise by ordinance, less and except that portion of the City lying within the Brownwood community.

(f) The term "Operating Revenues" for each Franchisee shall mean all user fees collected by Franchisees from the sale of such services provided by that Franchisee to Customers within and throughout the Franchise Territory. Operating Revenues shall not include Customer deposits, meter fees, fees or improvements received as

contributions-in-aid-of-construction, sales taxes, municipal public service taxes, franchise fees, or other non-user fees or charges derived from the operation of the services of such Franchisee.

(g) The term "Systems" shall have the meaning as herein defined in Section 5.

SECTION 4. AUTHORITY. This Ordinance is being adopted pursuant to the City's Charter, relevant special acts, and Chapter 166, Florida Statutes (2021).

SECTION 5. GRANT OF AUTHORITY. There is hereby granted by the City to each Franchisee the non-exclusive right, privilege, and franchise to erect, construct, operate, and maintain the Systems and related facilities, including but not limited to pump, stations, wells, mains, pipes, supply pipes, conduits, ducts, service connections, manholes, control devises, and any other hardware or other appurtenances used as a means of producing, treating, conveying distributing, or selling certain services authorized by this Ordinance in Section 7 to any person or entity to be supplied by each Franchisee within the Franchise Territory and to sell and distribute such services to Customers within and throughout the Franchise Territory (hereinafter collectively referred to as "Systems"). The foregoing rights granted to each Franchisee shall be non-exclusive, but the City agrees, as part of the consideration for the granting of the purchase option set forth in this Franchise, to refrain from granting a similar franchise within the Franchise Territory to any other private, non-governmental entity or person at any time during the period of this Franchise, except for pre-existing franchises. The Franchisees each acknowledge that the City currently has Franchise Agreements with TECO (Ordinance No. O2009-13) dated August 9, 2009, Duke Energy (Ordinance No. 289) dated May 13, 1996, SECO (Ordinance No. O2020-68) dated November 9, 2020, Wildwood Utility Dependent District (Ordinance No. 02021-45) dated August, 23, 2021, and The City of Leesburg, Florida (Ordinance Nos. O2018-14 and O2020-31) dated February 26, 2018 and July 27, 2020, respectively. To the extent that any or all of these Franchise Agreement conflict with or supersede any Franchisee's rights under this Franchise Agreement, no Franchisee shall interfere with or challenge the prior rights of TECO, Duke Energy, SECO, Wildwood Utility Dependent District and/or the City of Leesburg, Florida.

SECTION 6. NATURE OF FRANCHISE; POWERS RETAINED BY CITY. Once this Villages ARD Franchisees Ordinance becomes final, it shall be deemed both a contract with each Franchisee and a legislative act as provided under Florida law. Each Franchise is subject to all franchises and permits heretofore granted by the City Commission to use the streets, alleys, lanes, and public places of the City by public utility or public service corporations. It is not intended by the grant of this Franchise to abridge the exercise of the police power of the City. The grant of these Franchises is subject to all ordinances and resolution of the City Commission as the same now exist or may be hereafter amended, revised or modified to the extent no inconsistent with the terms of this Franchise. Each Franchisee shall at all times continue to be subject to all applicable public service taxes (Section 166.231, Florida Statutes), ad valorem taxes (Section 166.211, Florida Statutes), and such other applicable taxes, charges or fess as may be

lawfully authorized by the Florida Constitution, the general or special laws of the State of Florida, the provisions of the Municipal Home Rule Powers Act (Chapter 166, Florida Statutes), or the ordinances of the City, subject to the provisions of Section 5 and to the extent that such ordinances are not preempted, as a matter of law, by federal or state law. Each Franchisee shall, at all time, during the life of these Franchises, be subject to all lawful exercises of police power by the City, and to such reasonable laws, rules, and regulation as the City shall hereafter, by resolution or ordinance provide, including, but not limited to, any ordinances pertaining to excavation, reconstruction, and development requirements and standards.

SECTION 7. GRANT OF FRANCHISES.

(a) **Franchise Granted to South Sumter Utility Company, LLC**. The Franchise being granted to South Sumter Utility Company, LLC is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

(1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial and industrial purposes in accordance with applicable regulatory standards.

(2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

(1) Provide wastewater treatment facilities for the treatment of domestic, commercial and industrial wastewater in accordance with applicable regulatory standards;

(2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities;

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for Investor Owned Utilities.

In addition to the Franchisee Fee provided herein, South Sumter Utility Company, LLC agrees to pay Pilot Fees at the same time and manner as the Franchise Fees provided for herein. The Pilot Fee shall be calculated on a per ERC basis and charged at the time each ERC commences utilizing the service of the wastewater system. The fee initially shall be an estimate of the Average Depreciation Value of the capital facilities of the wastewater system which equals the estimated initial cost of construction plus depreciable value at the end of the franchise term divided by two; divided by the total number of ERC to be served by

said capital facilities; times the City's current millage rate; divided by 12 months. The initial Pilot Fee is $0.85 per ERC per month. The Pilot Fee may be reviewed and adjusted in five (5) year increments during the term of this franchise.

(b) **Franchise Granted to Southeast Wildwood Water Conservation Authority, LLC**. For Wastewater disposal, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of wastewater effluent shall be the responsibility of Southeast Wildwood Water Conservation Authority, LLC (SEWWCA), which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities and systems used or useful to serve the Franchise Territory with Irrigation Water. The source of such Irrigation Water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

(c) **Franchise Granted to South Sumter Electric Company, LLC**. For electric power distribution and related facilities, South Sumter Electric Company, LLC is granted the franchise pursuant to the provisions of this Ordinance. The Franchisee shall be responsible for constructing, operating and maintaining the facilities in accordance with Section 5. The Franchisee shall pay to the City a franchise fee as provided in this Ordinance.

(d) **Franchise Granted to South Sumter Gas Company, LLC.** For natural gas distribution and related facilities, South Sumter Gas Company, LLC is granted the franchise pursuant to the provisions of this Ordinance. The Franchisee shall be responsible for constructing, operating and maintaining the facilities in accordance with Section 5. The Franchisee shall pay to the City a franchise fee as provided in this Ordinance.

(e) **Franchise Granted to Middleton Utility Company, LLC.** The Franchise being granted to Middleton Utility Company, LLC is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

(1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial and industrial purposes in accordance with applicable regulatory standards.

(2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

(1) Provide wastewater treatment facilities for the treatment of domestic, commercial and industrial wastewater in accordance with applicable regulatory standards;

(2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities;

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for Investor Owned Utilities.

In addition to the Franchisee Fee provided herein, Middleton Utility Company, LLC agrees to pay Pilot Fees at the same time and manner as the Franchise Fees provided for herein. The Pilot Fee shall be calculated on a per ERC basis and charged at the time each ERC commences utilizing the service of the wastewater system. The fee initially shall be an estimate of the Average Depreciation Value of the capital facilities of the wastewater system which equals the estimated initial cost of construction plus depreciable value at the end of the franchise term divided by two; divided by the total number of ERC to be served by said capital facilities; times the City's current millage rate; divided by 12 months. The initial Pilot Fee is $0.85 per ERC per month. The Pilot Fee may be reviewed and adjusted in five (5) year increments during the term of this franchise

(f) **Franchise Granted to Middleton Water Conservation Authority, LLC.** For Wastewater disposal, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of wastewater effluent shall be the responsibility of Middleton Water Conservation Authority, LLC, which is granted the franchise, pursuant to the terms of this Ordinance

Irrigation System shall mean all improvements, facilities and systems used or useful to serve the Franchise Territory with Irrigation Water. The source of such Irrigation Water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

(g) **Franchise Granted to Gibson Place Utility Company, LLC.** The Franchise being granted to Gibson Place Utility Company, LLC is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

(1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial and industrial purposes in accordance with applicable regulatory standards.

(2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

(1) Provide wastewater treatment facilities for the treatment of domestic, commercial and industrial wastewater in accordance with applicable regulatory standards;

(2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities;

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for Investor Owned Utilities.

In addition to the Franchisee Fee provided herein, Gibson Place Utility Company, LLC agrees to pay Pilot Fees at the same time and manner as the Franchise Fees provided for herein. The Pilot Fee shall be calculated on a per ERC basis and charged at the time each ERC commences utilizing the service of the wastewater system. The fee initially shall be an estimate of the Average Depreciation Value of the capital facilities of the wastewater system which equals the estimated initial cost of construction plus depreciable value at the end of the franchise term divided by two; divided by the total number of ERC to be served by said capital facilities; times the City's current millage rate; divided by 12 months. The initial Pilot Fee is $0.85 per ERC per month. The Pilot Fee may be reviewed and adjusted in five (5) year increments during the term of this franchise.

(h) **Franchise Granted to Gibson Place Water Conservation Authority, LLC.** For Wastewater disposal, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of wastewater effluent shall be the responsibility of Middleton Water Conservation Authority, LLC, which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities and systems used or useful to serve the Franchise Territory with Irrigation Water. The source of such Irrigation Water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

SECTION 8. INDEMNIFICATION; INSURANCE.

(a) Each Franchisee or its subcontractors shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and cost of actions (including attorneys' fees and costs at trial and on appeal), of

any kind or nature, arising or growing out of, or any way connected with the exercise by Franchisees of its rights contained herein.

(b) Each Franchisee or its subcontractors shall procure and maintain, for the duration of this Franchise, insurance of the types and limits specified below:

(1) Comprehensive General Liability - bodily injury and property damage coverage shall be for not less than $1,000,000.00 per occurrence and not less than $1,000,000.00 in the aggregate. The City shall be named as an additional insured on the policy.

(2) Business Automobile Liability - business automobile liability coverage shall be in a combined single limit of not less than $500,000.00 per occurrence. The City shall be named as an additional insured on the policy.

(3) The City Commission for the City of Wildwood shall have the right to reassess and adjust the required amount of liability insurance required under this Section every five (5) years, if necessary. In so doing, the City Commission shall take into consideration all relevant factors, including, but not limited to, the rate of inflation, changes in law, and information related to risk assessment for the City. Whenever the City Commission exercises its right to reassess the amount of liability insurance required, the Franchisees shall have the right to present any information that they deem relevant to the City Commission's determination regarding the same.

SECTION 9. SERVICE STANDARDS. Franchisees shall maintain and operate its Systems and facilities and render efficient service in accordance with the rules and regulations as are, or may be, set forth by the City and/or other agency and/or entity with jurisdiction to regulate and/or promulgate rules regarding Franchisees' operations.

SECTION 10. PAYMENTS TO THE CITY.

(a) In consideration for the granting of each Franchise, each Franchisee (or its successors or assigns, as applicable), shall pay to the City (or its successors), an annual amount which will equal five percent (5%) of each Franchisees' annual gross Operating Revenues taken in and received by it for providing all aspects of services provided by each Franchisee to its Customers within the Franchise Territory, as now or hereafter constituted. Each Franchisee shall be permitted to collect the franchise fees provided for under this Franchise from its retail customers receiving said service as a line item on its retail bills. Each Franchisee may not incorporate any franchise fee into its other rates for service.

(b) The Franchisees shall pay the franchise fee provided by this section semi-annually on January 1 and July 1 of each year during the term of this franchise. Any payments not made by the Franchisees within 20 days after the date said payment is due, shall thereafter be payable with interest at the rate of fifteen percent (15%) per annum.

(c) Each Franchisee shall at all times continue to be subject to and shall pay to the City all legally authorized and applicable public service taxes, ad valorem taxes (intangible, personal, real), occupational taxes, and any and all other valid tax, levied or imposed by the City. Such charges and fees shall include but not be limited to licensing, permit fees, development review and inspection fees and all other such fees including fees, charges, taxes and/or assessments validly adopted and/or imposed during the term of this Franchise Agreement.

(d) The franchise fee payments, together with any interest that may apply, shall be made by wire transfer or other electronic means.

SECTION 11. RECORDS AND REPORTS. The City or its designated representative shall have the right during the term of each Franchise to examine, at all reasonable business hours, all of each Franchisee's plans, contracts, engineering, accounting, finance, statistical, customer and service records relating to performance under this Ordinance; provided, however, that the City expressly acknowledges and agrees that each Franchisee may redact proprietary information and any private customer information from such documents and records prior to making the same available to the City for examination hereunder. The City agrees to keep any information it obtains confidential to the maximum extent possible under Florida's public records law. As well, each Franchisee shall provide directly to the City an annual summary report showing gross revenues received by each Franchisee from its operations within the City during the preceding fiscal year and such other information as the City shall request with respect to properties, quality control, and expenses related to each Franchisee service within the City. The City may audit the financial records of each Franchisee for the purpose of determining that proper collection or payment of franchise fees is being made by each Franchisee in accordance with this Ordinance at the City's initial expense. Each Franchisee shall cooperate with and make available those records necessary for City to perform the audit. If the audit demonstrates that payment or collection of franchise fees is more than 5% less than the semi-annual amount that should have been paid or collected, each Franchisee shall, in addition to paying the fees that should have been paid or collected, pay the cost of the audit.

SECTION 12. RATES.

(a) Each Franchisee may charge to Customers such service rates and fees not in excess of those rates and fees set forth herein or as approved by the Florida Public Service Commission, or if not governed by the Florida Public Service Commission, then as approved by the City (hereinafter the "Approved Rates and Fee Schedule").

(b) From time to time, each Franchisee shall have the ability to apply to the City for changes to the Approved Rates and Fees Schedule. Requests for increases to the Approved Rates and Fees Schedule that do not exceed the rate of inflation determined by the Consumer Price index (CPI) for Utilities published by the U.S. Bureau of Labor Statistics appropriately adjusted for the calendar year (January 1st to December 31st)

preceding the calendar year in which the request is made shall not require an approval hearing of the City Commission; provided, however, that each Franchisee may only file one such request per calendar year. All other requests for changes to the Approved Rate and Fee Schedules shall be just, fair, and reasonable and require City Commission approval in a duly noticed public hearing. **NOTE:** In no event, will the actual annual rate adjustment be less than positive two percent (2%), and no greater than positive four percent (4%).

(c) Each Franchisee shall be responsible for the billing and collection of all fees and rates charged to Customers of the services authorized to each Franchisee by this Ordinance.

SECTION 13. TRANSFER OR ENCUMBRANCE OF FRANCHISES. No Franchisee may assign or otherwise transfer its franchise rights except with the prior written consent of the City expressed by an ordinance, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the City hereby consents to the following transfers: (i) any assignment of Franchisees' franchise rights to a third party owned, controlled or managed, directly or indirectly, by Franchisees; (ii) any assignment of Franchisees' franchise rights to the Community Development District that has been approved by the City, pursuant to Chapter 190, Florida Statutes, for the Property, or a special dependent or independent district created pursuant to the provisions of Chapter 189, Florida Statutes; and with such new Franchise entity assuming all of the duties and obligations of the assigning Franchise. Franchisees shall be released from all obligations set forth in this Ordinance upon the assignment of its rights in accordance with this Section and upon the written acceptance by assignee of the obligations so assigned by Franchisees.

SECTION 14. FORFEITURE OF FRANCHISE; NON-COMPLIANCE. In the event of a material default by any Franchisee with respect to its obligations under this Ordinance, the City shall provide written notice of such default to such Franchisee. In the event that Franchisee fails to cure the alleged material default within sixty (60) days of its receipt of such notice from the City, then the City shall be entitled: (i) to file an action against that Franchisee for specific performance of its obligations under this Ordinance; (ii) to file an action against Franchisees for damages actually incurred by City by reason of Franchisee's default of its obligations under this Ordinance, provided in no event shall City be entitled to recover any consequential, indirect, special, speculative, punitive or exemplary damages from Franchisee; or (iii) to file an action against Franchisee to terminate the Franchise as to that Franchise.

SECTION 15. TERM OF FRANCHISE. This Franchise and the rights herein granted to each Franchisee shall take effect after final passage of this Ordinance, as required by law, and full execution by all parties, and shall continue in full force and effect for a term of thirty (30) years after the date on which the Franchise Agreement was accepted by Franchisee in accordance with Section 16 below. The City recognizes that this Ordinance may be amended in the future ("Ordinance Amendment") to incorporate additional property which pursuant to Section 3(e) will become part of the Franchise

Territory. As additional areas are brought within the Franchise Territory, such Ordinance Amendment shall extend the term of the Franchise thirty (30) years from the effective date of each such amendment. At such time as any Franchise interest is conveyed to a community development district, dependent district or independent district (the "District") as may be created pursuant to Chapters 189 and 190, Florida Statutes, notice shall be provided to the City and, upon request by the District, the City will undertake deliberations to consider granting a thirty (30) year Franchise to the District, for the area within the District, under the same terms and conditions of the transferring Franchise.

SECTION 16. ACCEPTANCE. This Franchise is hereby granted upon the condition that, within thirty (30) days after the date of passage of this Ordinance, the Franchisee shall file with the City Clerk its acceptance of the terms and conditions of this Franchise, which acceptance shall be in writing, duly executed by or on behalf of the Franchisee and contain the Franchisee's address.

SECTION 17. SEVERABILITY. Notwithstanding the fact that each Franchise is a separate contract with each Franchisee, should any section or provision of this Franchise or any portion thereof, the deletion of which would not adversely affect (in the general sense) the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a judicial or administrative tribunal of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, the City and Franchisee shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial or administrative authority's decisions and consistent with the original intent of the parties as contained herein. If such decision is fundamental to or alters the essence of this Franchise, then the parties agree to negotiate a new franchise agreement.

SECTION 18. GOVERNING LAW AND VENUE. The rights and privileges granted to Franchisees by this Franchise shall at all times be subordinate and inferior to the rights of the public in and to the ordinary use of the Public Rights-of-Way and nothing in this Franchise shall be considered as a surrender by the City of its right and power to use and relocate the use of its rights-of-way. In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Sumter County, Florida.

SECTION 19. NOTICES. Except in exigent circumstances, and except as otherwise specifically provided in this Franchise, all notices by either City or Franchisee to the other shall be made by either depositing such notice in the United States Mail, Certified Mail return receipt requested or by facsimile. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States Mail unless otherwise provided. Any notice given by facsimile is deemed received by next Business Day. "Business Day" for purposes of this Section shall mean Monday through Friday, with Saturday, Sunday and City and Franchisee observed holidays excepted. All notices shall be addressed as follows:

As To City: City of Wildwood
Attn: Jason McHugh, AICP
City Manager
100 N. Main Street
Wildwood, FL 34785

With Copy to: Ashley S. Hunt, Esq.
Hunt Law Firm, P.A.
601 S. 9th Street
Leesburg, FL 34748

With Copy to: City of Wildwood
Attn: Susan Patterson
City Clerk
100 N. Main Street
Wildwood, FL 34785

As To Franchisees:

South Sumter Utility Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Southeast Wildwood Water Conservation Authority, LLC
3619 Kiessel Road
The Villages, Florida 32163

South Sumter Electric Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

South Sumter Gas Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Middleton Utility Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Middleton Water Conservation Authority, LLC
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Utility Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Water Conservation Authority, LLC,
3619 Kiessel Road
The Villages, Florida 32163

With Copy to:

South Sumter Utility Company, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Southeast Wildwood Water Conservation Authority, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

South Sumter Electric Company, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

South Sumter Gas Company, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Middleton Utility Company, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Middleton Water Conservation Authority, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Utility Company, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Water Conservation Authority, LLC,
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Notice shall be given as required by this Franchise and for all other emergencies. Notice shall be provided to the above-named addressees unless directed otherwise in writing by the City or Franchisee.

SECTION 20. NON-WAIVER PROVISION. The failure of either Party to insist in anyone or more instances upon the strict performance of anyone or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the Parties.

SECTION 21. COMPLETE AGREEMENT. This Franchise together with the exhibits (as may be amended from time to time in accordance with the terms hereof) represents the entire agreement of the Parties and supersedes all prior representations whether oral or in writing with respect to the rights of the Parties.

SECTION 22. RIGHT OF ACQUISITION BY CITY. The City shall have the right to purchase and take over the property and services of the South Sumter Utility Company, LLC Franchise, Middleton Utility Company, LLC, and/or Gibson Place Utility Company, LLC Franchise at the expiration of the term, unless the City requests to extend the Franchise(s) for an additional thirty (30) years. In the event the City desires to extend the Franchise(s), the City shall provide official notice to the Franchisee(s) one year in advance of the expiration of the term. In the event the City does not extend the Franchise(s), the City shall have the right to purchase and take over the property and services of the South Sumter Utility Company, LLC Franchise, Middleton Utility Company, LLC, and/or Gibson Place Utility Company, LLC Franchise, subject to this Ordinance by providing an official notice upon South Sumter Utility Company, LLC Franchisee, Middleton Utility Company, LLC Franchisee, and/or Gibson Place Utility Company, LLC Franchisee to that effect and payment to Franchisee(s) of the price. The Franchisee(s) shall execute such deeds or instruments of conveyance to the City as shall be required to convey to the City title to the property in fee simple, free from any and all liens and encumbrances. The price shall be based upon fair market value as determined by mutual agreement or non-binding arbitration. Each side shall pay its own attorneys' fees.

SECTION 23. AMENDMENTS TO FRANCHISE AGREEMENT. Changes in the terms and conditions to this Franchise Agreement may be made by written agreement between the City and the Franchisee.

SECTION 24. ORDINANCES REPEALED. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed as of the effective date.

SECTION 25. EFFECTIVE DATE. This Ordinance granting a franchise to Franchisee shall take effect immediately upon becoming a law; provided, however, this Ordinance shall become effective only upon the written acceptance of Franchisee all as provided in Sections 15 and16 hereinabove.

DONE AND ORDAINED this _____ day of June, 2022, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

_____
Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

_____
City Attorney

EXHIBIT 8

GENERAL REQUIREMENTS AND DESIGN CRITERIA

EXHIBIT 8

GENERAL REQUIREMENTS AND DESIGN CRITERIA

The following are general requirements and design criteria for The Villages of Southern Oaks. Additional design requirements are set forth in The Villages Construction and Development Manual as amended. Amendments can be made only with the consent of the Developer and the City's Project Review Committee:

A. ARCHITECTURAL STANDARDS

1) The design of individual buildings will be representative of the architectural style established by the Developer for the community and will be subject to review and approval by The Villages of Southern Oaks Design Review Committee (DRC). These buildings may exhibit individual detailing for harmonious diversity and may vary in specific materials, finishes, and color palettes.

2) Specific Architectural Design Standards

   a. All commercial electrical controls, meters, etc. shall be mounted on building walls, free standing wall or dumpster enclosure walls. Freestanding electrical "racks" shall be prohibited, unless specifically approved by DRC.

   b. All commercial building-mounted boxes (i.e., electrical, irrigation control boxes, gas meters, etc.) and associated conduit and piping shall be painted to match the wall to which they are mounted, as permitted by the utility companies.

   c. Exterior building lighting is permissible. Architectural lighting (fixtures attached to or integral with a building or structure) shall be selected or approved by the DRC.

   d. Where dumpsters are required, enclosures shall be finished with materials, color, and detailing similar to the associated building. Dumpster enclosures that serve facilities that dispose of food waste or other organic materials shall be constructed with a drain and hose bib for wash down. Drains shall be connected to a grease trap.

   e. Where required, Fire Department Connections (FDCs) must be located on the building structure wall (no remote FDCs) near other critical utilities (i.e., power disconnect, gas, etc.) that may need to be shut off in case of a fire, unless specifically approved by DRC.

   f. Buildings that require a fire sprinkler system shall have backflow preventers located inside the building.

   g. All commercial rooftop equipment shall be screened with parapets, landscape or architectural features.

   h. All commercial ground-mounted HVAC equipment shall be screened with a structural and/or landscaped screen wall.

i. All Project signage locations and design elements shall be determined and approved by The Villages of Southern Oaks DRC including the following:

   i. Project "Welcome" signs

   ii. Primary entry wall features and signage

   iii. Secondary entry wall features and identification signage

   iv. Directional signage

   v. Occupant identification signs

   vi. The Villages of Southern Oaks is exempt from the City's sign ordinance and shall be consistent with signage criteria located within the existing Villages development.

j. The Villages of Southern Oaks is exempt from the City's noise ordinance provided notice is given to the City in instances that may violate said ordinance.

k. All Project lighting shall be designed to meet the guidelines established by the Illumination Engineer's Society of North America to provide safe lighting levels.

B. RESIDENTIAL AND NON-RESIDENTIAL

1) Single Family Detached Residential

a. Minimum lot depth shall be 50 feet.

b. Minimum lot width shall be 30 feet.

c. Minimum front setback shall be zero feet with a minimum of 50 feet between structures (face of structure to face of structure)

d. Minimum side yard setback: zero feet

e. Minimum rear yard setback: zero feet

f. Building separation shall be permitted at a minimum of 10 feet between structures.

g. No limitation on maximum lot coverage shall apply.

h. All setbacks shall be measured from the foundation or wall; however, eaves, roof overhangs, pilasters, and similar architectural features may protrude two (2) feet into a required setback. Air conditioning units, swimming pool filter pumps, patios, door stoops, steps, sidewalks and similar features shall not be considered as encroachments into setbacks.

i. Minimum setback from contiguous property not within the Property: 10 feet except that such setbacks shall not apply to what is generally known as signs, sign towers, walls and other similar entry features and parking.

j. Minimum setback to property owned by Developer: zero feet. Minimum setback to County or City collector, minor collector, or arterial road: 20 feet from road right of way (ROW). Minimum setback for State Roads: 20 feet from road ROW except that such setbacks shall not apply to what is generally known as signs, sign towers, walls and other similar entry features and parking.

k. Minimum one (1) car parking shall be provided per residential unit. One (1) car garage requires a setback of 17' from the face of the garage to the right of way. A two (2) car garage requires a setback of 10' from the face of the garage to the right of way.

2) Multi-Family Residential

a. Residential lot building setbacks for townhomes, apartments, ALF/ILF, condominiums, or other similar uses.

i. Minimum front setback: zero feet.

ii. Minimum side and rear yard setback: zero feet.

iii. Building separation shall be permitted at a minimum of 10 feet between structures.

b. No limitation on maximum lot coverage shall apply. Maximum building height is 50 feet unless adequate fire protection is provided.

3) Commercial, Office and Industrial

a. Maximum building height is 50 feet unless adequate fire protection is provided.

b. No minimum lot size is required.

c. No minimum lot width is required.

d. No limitation on maximum lot coverage shall apply.

e. Non-Residential Building setbacks:

i. Minimum front setback: zero feet.

ii. Minimum setback from contiguous property not within the Property: 10 feet except that such setbacks shall not apply to what is generally known as signs, sign towers, walls and other similar entry features and parking.

iii. Minimum setback to property owned by Developer: zero feet. Minimum setback to County or City collector, minor collector, or arterial road: 20 feet from road ROW. Minimum setback to State Roads: 20 feet from road ROW except that such setbacks shall not apply to what is generally known as signs, sign towers, wall and other similar entry features and parking.

f. City of Wildwood Commercial Design District Standards: Due to the size of the Project and the undetermined locations of all non-residential areas, the City of Wildwood

Design District Standards are not required. However, the proposed non-residential areas shall be designed in a manner consistent with other non-residential areas within the existing Villages development.

g. Food trucks are allowed within non-residential uses as a permanent use.

h. Platting is not required for the development of non-residential property for transfer of single or multiple lot parcels; however, from time to time, as portions of the non-residential property are developed, the Developer or Owner may seek approval of a plat from the City which identifies lots, parcels, tracts, roadways, parking areas and stormwater systems which may be dedicated or conveyed to public entities or to remain in fee simple ownership.

4) Amenity/Recreational

a. Minimum front yard setback shall be zero feet.

b. Minimum side and rear yard setback: zero feet.

c. Building separation shall be permitted at a minimum of 10 feet between structures.

d. No limitation on maximum lot coverage shall apply.

e. Maximum building height is 50 feet unless adequate fire protection is provided.

f. Minimum setback to property owned by Developer: zero feet. Minimum setback to County or City collector, minor collector, or arterial road: 20 feet from road ROW. Minimum setback to State Roads: 20 feet from road ROW except that such setbacks shall not apply to what is generally known as signs, sign towers, wall and other similar entry features and parking.

5) Cell Towers

a. Towers and wireless communication services shall have a setback of one half the height of the tower except those towers designed to collapse upon themselves.

6) Water Towers

a. Water towers shall have a setback of one half the height of the tower except those towers designed to collapse upon themselves.

7) Mining within the Project will comply with section 3.20 of the City LDR.

C. RECREATIONAL VEHICLE DEVELOPMENT

1) Purpose

The purpose of this section, applying to Recreational Vehicle Developments (RVD), is to provide an environment in which recreational vehicles or dwellings may be located to enhance the enjoyment of leisure time activities and to provide a means whereby the use

occurring upon the land will be made more compatible with the surrounding properties. The following provisions shall apply to RVDs permitted by this Code.

2) Definition

An RVD shall include a parcel of land under unified management which has been planned, designed, and constructed for the placement of units for short-term, long-term, or permanent occupancy for recreational purposes.

3) A recreational vehicle (RV) shall include:

a. Travel trailer - A vehicular, portable structure built on a chassis, designed as temporary living quarters for travel, recreation and vacation. This includes, but is not limited to: bumper pull, 5th wheel, sport utility, and various styles as pulled by a vehicle.

b. Truck camper - A structure designed to be mounted on a truck chassis for use as temporary living quarters for travel, recreation, and vacation.

c. Motor home - Constructed on a commercial truck chassis, a specially designed motor vehicle chassis, or a commercial bus chassis.

d. Camping trailer - A canvas or other collapsible folding structure, such as pop-up, or tent trailer, mounted on wheels, designed as temporary living quarters for travel, recreation, and vacation use.

e. Park model (or park trailer) - A transportable unit which has a body width not exceeding 14 feet which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. Units constructed to ANAI A-19.5 shall not exceed 399 square feet. Units constructed to the U.S. Department of Housing and Urban Development standard shall not exceed 500 square feet. All measurements are to be taken along the exterior when in a setup mode. All "park trailers" must be set up and anchored as established by the Florida Building Code.

f. Houseboat - A houseboat is a boat that has been designed or modified to be used primarily as a functional dwelling. Houseboats may or may not be motorized, and can be permanently moored to a fixed point attached to the land.

4) A recreational dwelling shall include:

a. Cabin - A cabin is a small, permanent structure of no more than 1500 square feet designed to provide lodging in a recreational area.

b. Tiny house - A tiny house is a small, permanent structure of no more than 500 square feet designed to provide lodging in a recreational area.

c. Glamping dwelling - A glamping dwelling may include, but is not limited to, a permanent or semi-permanent structure with a membranous exterior that may or may not be connected to utilities, but is securely fastened to the ground.

d. Tree house - An elevated, permanent platform structure used for lodging in a recreation area when connected to utilities necessary for operation of installed fixtures and appliances in or around treed areas.

e. Hill House - A permanent structure set at or just below earth plain used for lodging in a recreation area when connected to utilities necessary for operation of installed fixtures and appliances and cover with earth.

5) Permit Process

a. RVDs must go through the site plan approval process in this code.

b. RVDs where units will be sold must also follow the Record Plat process.

6) General provisions

a. RVDs shall be classified as a tourism-oriented mixed use development, with a combination of residential, commercial, and support uses in the ARD zoning district.

b. As a condition of the site plan approval, the following uses may be permitted, but not limited to: commercial and non-commercial, recreation facilities (such as pavilions, sports courts, gathering spaces and structures, etc.), entertainment facilities, park offices, maintenance facilities, dumping stations, toilets, showers, laundry facilities, tourist-oriented retail developments, such as: retail sales establishments, personal service establishments, food service establishments with or without alcohol sales, child care centers, RV model units, or sales and service establishments, mobile home, single family detached or attached dwelling, enclosed storage structures and storage garage facilities. No such structures shall be located within any required setback, any required perimeter buffer, or any utility or drainage easement.

i. Such uses shall be conducted for the convenience of the occupants and guests of the RVD, and the public;

ii. Such retail establishments may be oriented to the interior or exterior of the RVD.

7) Specific provisions

a. All RVDs shall contain a minimum of 10 acres.

b. There shall be a building setback of 10 feet from any road right-of-way for any commercial building or accessory building.

c. Property adjacent to federal, state, or county highways shall maintain a minimum building setback of 20 feet from the highway right-of-way for any structure or RV. The minimum building setback for property adjacent to interior roads is 10 feet.

d. All RVs and additions shall have no side or rear setback, but must maintain 10 feet of building/RV separation.

e. A well-maintained, landscaped buffer of at least five feet is required around the perimeter of the RVD.

f. There is no minimum lot size, lot width, or lot depth.

g. The density of 30 lots per acre may not be exceeded.

h. Internal roadways must have a minimum width of 12 feet for one-way drives or 24 feet for two-way drives.

i. Adequate trash disposal facilities or services shall be provided with easy access from each site.

j. Each lot shall be identified by a marker clearly visible at a minimum distance of 20 feet.

k. All structures, additions, and attachments located in the RVD must be constructed to meet standard building codes. Such additions and attachments shall include, but are not limited to: carports, storage sheds, cabanas, screen rooms, pull-out or tip-out units, skirting and awnings, pergolas, gazebos, and shall be permitted, except as qualified below:

   i. No such addition or attachment shall be attached to any RV having a vehicular body length less than twenty feet.

   ii. Additions and attachments may be designed to be removable. They may be attached to the RV and parking or patio pad.

   iii. No such addition or attachment shall be located within any setback, any perimeter buffer of the RVD, or any utility or drainage easement.

   iv. Additions or attachments may be connected to utilities, including, but not limited to: sewer, water, electric, and gas.

   v. All additions and attachments must be properly permitted as required by state and local law.

l. All "park trailers" or "park models" shall be required to obtain permits prior to set-up or connection to utilities, as pursuant to this code.

D. ROADWAYS AND PARKING

The concept for the local street system is a "soft" grid of curving streets. The geometry creates a unique neighborhood identity, relates to the existing land forms, provides for a more pedestrian-friendly environment, and improves street vistas. This Project is not required to provide any connectivity (vehicular or pedestrian) to any adjacent property or project.

1) Gated Access

The access points to the Project may be gated with resident-only gates by the Developer or its successors or assigns. All gates will open with a push button system allowing vehicular traffic to enter the project. All gates will allow public access.

2) Local Street Network

Project roadways shall meet the following minimum criteria which are clarifications and/or extensions of the regulations and requirements contained in the LDR.

a. Pavement radii for residential streets, including those connecting to collector roadways, shall be 25 feet. ROW radii for residential streets shall be 20 feet. Minimum ROW may be 35 feet for all local and collector streets.

b. Minimum intersection separation shall be 100 feet.

c. There are no restrictions on the placement of residential driveways near intersections. However, residential driveways shall be placed on the minor street. Driveways shall be placed consistent with previous developments with The Villages.

   Driveway permits will not be required to be submitted with each residence within the project. All residential driveways will comply with The Villages Construction & Development Manual, as amended.

d. Roadways, except as otherwise stated in this Agreement, will be designed and classified based on the LDRs and as approved by the City Engineer.

e. The Project is not required to provide sidewalks on streets. A multimodal and/or shared use path shall be provided within the Project.

f. Pavers may be installed at crosswalks, entrance features, or other areas, within the right-of-way, to enhance the Project.

g. Stop signs on local streets may be 24" in size.

h. Villa type home products shall not require a turnaround for up to 750 feet.

3) Commercial Roadway Projects

Non-publicly dedicated roadways may be constructed from time to time pursuant to individual site plan approval without the need for platting. The layout for roadways within the property shall be depicted and approved on an individual basis. No minimum road centerline gradient is required where roadway drainage is provided that will prevent excess buildup of stormwater runoff and protect the public safety.

4) Golf Carts

Golf carts that meet the minimum equipment standards established by Florida State Statutes are allowed to utilize the roadways within the Project for all roadways signed 30 miles per hour or less and can operate between sunrise and sunset.

Golf carts that meet the minimum equipment standards established by Florida State Statutes and are equipped with additional equipment which includes headlights, brake lights, turn signals, a windshield, and reflective devices on the sides of the golf cart that could include reflective tape, are allowed to utilize the roadways within the Project for all roadways signed 30 miles per hour or less and can operate at any time day or night.

Golf cart access to or from city streets or multimodal paths outside the Project are not required and are prohibited unless explicitly approved by the Developer or its successors or assigns.

5) Road Right of Way

All roadways and road ROW will be dedicated to the City. The City will maintain all improvements within the ROW which include, but are not limited to, pavement, pavers, bridges, underground City-owned pipe utilities, storm drains, sidewalks, curbing, all street lights, traffic signals, and all required Manual on Uniform Traffic Control Devices (MUTCD) street signs. Tracts, Easements and other similar areas that are adjacent to the ROW can be combined with the ROW to meet minimum ROW width criteria. Local streets may have a 35' ROW with curbing being optional.

6) Existing Road Right of Way

The City will work with Developer to abandon/vacate existing ROW within the Project when necessary such as when ROW is deemed not needed by the Parties, never served as a road, or will no longer serve as a road due to proposed development.

7) Stormwater Management Systems

Except for those stormwater management systems within the City's right-of-way, the City shall have no obligation for the maintenance of stormwater management systems, and the Developer, or its assignees, hereby assumes maintenance of all improvements.

8) Parking Requirements

Parking within the project will be provided as detailed below:

Nonresidential Land Use	Required Parking Spaces Per Indicated Areas
1. Bowling Alley	3.0 Per lane
2. Church/Synagogue	1.0 Per 3 seats
3. Fiduciary Institutions	1.0 Per 300 sq.ft GFA
4. Hotel	1.1 per sleeping room or rental unit
5. Industrial	1.0 Per 750 sq.ft GFA
6. Manufacturing	1.0 Per 750 sq.ft. GFA devoted to manufacturing
7. Medical Center	1.0 Per 250 sq.ft GFA
8. Assisted Living/Skilled Nursing Facility/Memory Care	1.0 Per 4 beds

9. Independent Living Facility	To be determined by specific occupancy
10. Nightclub/Bar	1.0 Per 2.5 seats
11. Offices	3.0 Per 1,000 sq. ft GFA
12. Restaurant and Fast Food Establishment	1.0 Per 125 sq.ft of gross leasable area or 1.0 Per 2.5 seats, whichever is greater
13. Commercial or general retail independently located	1.0 Per 250 sq. ft of gross leasable area
14. Golf Driving Range	1.0 space per tee
15. Recreational Use	To be determined by specific occupancy
16. Public/Institutional Use	To be determined by specific occupancy
17. Mixed Use Shopping Center	
Under 400,000 sq. ft. GLA	3.5 Per 1,000 sq. ft. GLA
Over 400,000 sq.ft. GLA	3.0 Per 1,000 sq.ft. GLA
18. Storage areas	1.0 Per 2,000 sq.ft. GLA
19. Theater	1.0 Per 4 seats
20. Multi-Family	1.5 Per unit
21. Warehouse	1.0 Per 3,000 sq. ft. GFA

a. Habitable Building Area shall not include stairways, alcoves, elevator and elevator shafts, mechanical closets and similar areas of a building. Parking within the Project shall be measured on an aggregate basis, and at the time of site plan submittal, the owner shall also supply documentation indicating that sufficient parking is currently provided, or will be constructed, pursuant to the Project depicted in the site plan.

b. Once a structure has been constructed and parking provided pursuant to the requirements set forth in this Agreement, any subsequent reconstruction of the building not increasing the square footage of Habitable Building Area will not be required to document or comply with any parking requirement.

c. Parking areas may be used as loading and unloading zones without striping or demarcation.

d. On-street parallel parking may be constructed with a width of eight feet.

e. Historical parking criteria can be used to modify the parking requirements and shall be approved by The Villages of Southern Oaks DRC.

f. No approval from the City of Wildwood is required to modify parking criteria within The Villages of Southern Oaks and shared parking is permitted.

g. Any proposed use not found within this section shall defer to The Villages of Southern Oaks DRC.

E. OPEN SPACE, LANDSCAPE DESIGN, AND BUFFERS

1) Open Space

The Project shall maintain a minimum of 25% open space consistent with the City's Comprehensive Plan. Open space shall include at a minimum passive and active recreational uses, buffers, stormwater ponds, recreation centers, wetlands/ other conservation areas, golf courses, parks, trails, and other easements/ tracts. A community development district (CDD), homeowner's association (HOA), property owners association (POA), or other private entity, must maintain all such elements unless such elements are dedicated to the public and such maintenance shall be determined by separate agreement of such dedication. Open space shall not include ROW (public or private), yards, or lots of record per plat, driveways, off-street parking areas, or other impervious surface areas that do not meet the criteria. Open space areas will be assigned within the Project as a whole, regardless of phase.

2) Landscape Design Objectives

The overall objective of landscape design in the Project is to create a unique and instantly recognizable setting with a consistent sense of design character for the various uses, facilities, and common areas within the community. The landscape treatment may vary in character based on the specific architectural design. The scale and extent of the landscaping will reflect that of the building, site, and setting, as well as that of other sites in the vicinity. The consistency of the landscaping is intended to add an image of quality to the community and to unite the various uses and facilities within the Project through consistency of materials and continuity of design.

The design of all landscaping and irrigation within the community will occur via a review and approval process administrated by the DRC. Therefore, individual landscape plans are not required to be submitted to the City. However, the City acknowledges the level of landscaping shall remain substantially consistent with other projects within Villages developments in the City of Wildwood, including The Villages of Wildwood, Village of Fenney, and The Villages of Southern Oaks.

For optimum creativity and quality, this process must be somewhat subjective, thus a limited amount of specific criteria can be cited herein. The design effect will be defined and perpetuated by completed areas within the community as they are built. The DRC will require the same design approach for all subsequent facilities in the project, including outparcels developed by others.

3) Buffer Requirements

a. The Project shall include a 20-foot perimeter landscape buffer easement/ tract along the boundary lines. Where landscaped open space, recreation, golf, wetlands, upland buffers, or other conservation areas are located along the property boundary, no perimeter landscape buffer is required. No perimeter buffer shall be required for portions of the property that are adjacent to compatible uses being constructed by the same developer.

b. The 20-foot perimeter landscape buffer may be reduced to zero feet if an approximate six-foot high wall or opaque fence is installed, for which no landscaping is required. Walls or opaque fences may be constructed within project setbacks.

c. No onsite landscape buffer shall be required between internal parcels or uses. No landscape buffers shall be required along perimeters of the Project abutting properties not owned by the Developer with similar land uses.

d. Stormwater ponds, existing topographic depressions, grading, and compensating storage areas shall be allowed within the perimeter landscape buffer.

e. Where 20-foot perimeter landscape buffer is required on residential home sites, the landscape, wall/fence and irrigation shall be installed with each home construction.

4) Maintenance of Common Areas

Maintenance and repair of structures, lawn mowing, and landscaping maintenance of all common areas within the Project shall be owned and maintained by the POA, HOA and/or a CDD, at no cost or obligation to the City. The Developer/ owner shall create guidelines for the maintenance of common areas.

F. POTABLE WATER, SANITARY SEWER, EFFLUENT AND IRRIGATION

1) Potable Water, Sanitary Sewer and Effluent Disposal

The potable water, sanitary sewer and effluent disposal system shall be designed to meet the applicable utility provider's specifications. Additionally, the City acknowledges that the non-city utility may utilize portions of the public stormwater conveyance system to transfer captured stormwater and re-use water as defined by FDEP within the interconnected stormwater basin system via gravity flow and pressure pipe to improve water conservation.

2) Irrigation

The irrigation system shall be designed to meet the applicable utility provider's specifications including not required for specific housing projects.

EXHIBIT 9

VOSO APPLICATIONS

City of Wildwood, Florida
Development Services Department
100 N. Main St., Wildwood, FL 34785
Tel: 352.330.1334 Fax: 352.330.1338
www.wildwood-fl.gov

Staff Use Only

Case No.: _____

Fee Paid: _____

Receipt No.: _____

VOSO - Master Plan Application

Contact Information:

Applicant Name: _____ Phone: _____

Address: _____ E-mail: _____

Owner Name: _____ Phone: _____

Address: _____ E-mail: _____

Engineer Name: _____ Phone: _____

Address: _____ E-mail: _____

Property and Project Information:

PROJECT NAME*: _____

*A project name is required for all submissions. Please choose a unique name for your project.

List Parcel Number(s): _____

Required Submittal Items: All submittals require an electronic copy with all below materials submitted in PDF format.
Note: All electronic files MUST be numbered and labeled as shown above. Failure to include the above supporting documentation will delay processing of your application package.

***Master Plan Application Fee - $2,000, 3rd & subsequent resubmittals - $1,000 each**

- ☐ A.0 Master Plan Application*
- ☐ A.1 Property Card Printout (Include Parcel ID)
- ☐ A.2 Current Deed
- ☐ A.3 Aerial Photo / FEMA**
- ☐ A.5 Legal Description (Microsoft Word format) Master Plan Parcel
- ☐ A.6 Authorized Agent Form (as necessary)
- ☐ B.1 Master Plan, 24" x 36"
- ☐ B.2 Sketch & Description Master Plan Parcel
- ☐ B.2 Boundary Survey Parent Parcel

****Note:** All maps are required to depict adjacent properties at a minimum. Failure to provide adequate maps may delay the application process. Most maps are accessible through the Interactive Map at https://www. sumtercountyfl.gov/105/GIS. Legal descriptions **MUST** be Microsoft Word format and must comprise the **ENTIRE** development.

Please describe your request in detail: _____

_____

_____

Required Documents & Fees

Attached to this application is a list of **REQUIRED** data, documents and forms for each application type as well as the adopted fee schedule. These items must be included when submitting the application package. Failure to include the supporting data will deem your application package **INCOMPLETE** and will not be processed for review. Per Sec. 14-3 of the Wildwood Code of Ordinances, all charges for engineering plan review, site inspections/visits, and other engineering services deemed necessary shall be paid by the developer at cost.

Signature: _____ Print Name: _____ Date: _____

If application is being submitted by any person other than the legal owner(s) of the property, the applicant must provide a notarized Authorized Agent form (available on the City's Website) from the owner to submit application.

City of Wildwood, Florida
Development Services Department
100 N. Main St., Wildwood, FL 34785
Tel: 352.330.1334 Fax: 352.330.1338
www.wildwood-fl.gov

Staff Use Only

Case No.: _____

Fee Paid: _____

Receipt No.: _____

VOSO - Site Plan Application

Contact Information:

Applicant Name: _____ Phone: _____

Address: _____ E-mail: _____

Owner Name: _____ Phone: _____

Address: _____ E-mail: _____

Engineer Name: _____ Phone: _____

Address: _____ E-mail: _____

Property and Project Information:

PROJECT NAME*: _____

*A project name is required for all submissions. Please choose a unique name for your project.

List Parcel Number(s): _____

Required Submittal Items: All submittals require an electronic copy with all below materials submitted in PDF format.
Note: All electronic files MUST be numbered and labeled as shown above. Failure to include the above supporting documentation will delay processing of your application package.

***Site Plan Application Fee - $2,000, 3rd & subsequent resubmittals - $1,000 each**

- ☐ A.0 Site Plan Application*
- ☐ A.3 Aerial Photo/FEMA**
- ☐ A.6 Legal Description (Word format)
- ☐ A.7 Authorized Agent Form, if applicable
- ☐ B.2 Two (2) Sets of Plans, 24" x 36" C.4
- ☐ Stormwater Calculations (as applicable)

****Note:** All maps are required to depict adjacent properties at a minimum. Failure to provide adequate maps may delay the application process. Most maps are accessible through the Interactive Map at https://www.sumtercountyfl.gov/105/GIS. Legal descriptions **MUST** be Microsoft Word format and must comprise the **ENTIRE** development.

Please describe your request in detail: _____

_____

_____

Required Documents & Fees

Attached to this application is a list of **REQUIRED** data, documents and forms for each application type as well as the adopted fee schedule. These items must be included when submitting the application package. Failure to include the supporting data will deem your application package **INCOMPLETE** and will not be processed for review. Per Sec. 14-3 of the Wildwood Code of Ordinances, all charges for engineering plan review, site inspections/visits, and other engineering services deemed necessary shall be paid by the developer at cost.

Signature: _____ Print Name: _____ Date: _____

City of Wildwood, Florida
Development Services Department
100 N. Main St., Wildwood, FL 34785
Tel: 352.330.1334 Fax: 352.330.1338
www.wildwood-fl.gov

Staff Use Only

Case No.: _____

Fee Paid: _____

Receipt No.: _____

VOSO - Subdivision Improvement Plan Application

Contact Information:

Applicant Name: _____ Phone: _____

Address: _____ E-mail: _____

Owner Name: _____ Phone: _____

Address: _____ E-mail: _____

Engineer Name: _____ Phone: _____

Address: _____ E-mail: _____

Property and Project Information:

PROJECT NAME*: _____

*A project name is required for all submissions. Please choose a unique name for your project.

List Parcel Number(s): _____

Required Submittal Items: All submittals require an electronic copy with all below materials submitted in PDF format.
Note: All electronic files MUST be numbered and labeled as shown above. Failure to include the above supporting documentation will delay processing of your application package.

***Improvement Plan Application Fee - $1,075, 3rd & subsequent resubmittals - $537.50 each**

- ☐ A.0 Improvement Plan Application*
- ☐ A.3 Aerial Photo/FEMA**
- ☐ A.6 Legal Description (Word Format)
- ☐ A.7 Authorized Agent Form, if applicable
- ☐ B.2 Plan Set, 24" x 36" (Also Provide Two (2) Hard Copies)
- ☐ C.4 Stormwater Calculations (as applicable)

****Note:** All maps are required to depict adjacent properties at a minimum. Failure to provide adequate maps may delay the application process. Most maps are accessible through the Interactive Map at https://www.sumtercountyfl.gov/105/GIS. Legal descriptions **MUST** be Microsoft Word format and must comprise the **ENTIRE** development.

Please describe your request in detail: _____

_____

_____

Required Documents & Fees

Attached to this application is a list of **REQUIRED** data, documents and forms for each application type as well as the adopted fee schedule. These items must be included when submitting the application package. Failure to include the supporting data will deem your application package **INCOMPLETE** and will not be processed for review. Per Sec. 14-3 of the Wildwood Code of Ordinances, all charges for engineering plan review, site inspections/visits, and other engineering services deemed necessary shall be paid by the developer at cost.

Signature: _____ Print Name: _____ Date: _____

City of Wildwood, Florida
Development Services Department
100 N. Main St., Wildwood, FL 34785
Tel: 352.330.1334 Fax: 352.330.1338
www.wildwood-fl.gov

Staff Use Only

Case No.: _____

Fee Paid: _____

Receipt No.: _____

VOSO - Subdivision Final Plat Application

Contact Information:

Applicant Name: _____ Phone: _____

Address: _____ E-mail: _____

Owner Name: _____ Phone: _____

Address: _____ E-mail: _____

Surveyor Name: _____ Phone: _____

Address: _____ E-mail: _____

Property and Project Information:

PROJECT NAME*: _____

*A project name is required for all submissions. Please choose a unique name for your project.

List Parcel Number(s): _____

Required Submittal Items: All submittals require an electronic copy with all below materials submitted in PDF format.
Note: All electronic files MUST be numbered and labeled as shown above. Failure to include the above supporting documentation will delay processing of your application package.

***Final Plat Application Fee - $700, 3rd & subsequent resubmittals - $350 each**

- ☐ A.0 Final Plat Application*
- ☐ A.3 Aerial Photo/Location Map**
- ☐ A.6 Legal Description (Microsoft Word format)
- ☐ A.7 Signed, Notarized Authorized Agent Form If applicable
- ☐ B.1 Signed and Sealed Boundary Survey
- ☐ B.2 Plan Set, 24" x 30"
- ☐ E.2 Declaration, Covenants & Restrictions
- ☐ E.3 Title Certificate

****Note:** All maps are required to depict adjacent properties at a minimum. Failure to provide adequate maps may delay the application process. Most maps are accessible through the Interactive Map at https://www.sumtercountyfl.gov/105/GIS. Legal descriptions **MUST** be Microsoft Word format and must comprise the **ENTIRE** development.

Please describe your request in detail: _____

_____

_____

Required Documents & Fees

Attached to this application is a list of **REQUIRED** data, documents and forms for each application type as well as the adopted fee schedule. These items must be included when submitting the application package. Failure to include the supporting data will deem your application package **INCOMPLETE** and will not be processed for review. Per Sec. 14-3 of the Wildwood Code of Ordinances, all charges for engineering plan review, site inspections/visits, and other engineering services deemed necessary shall be paid by the developer at cost.

Signature: _____ Print Name: _____ Date: _____

City of Wildwood, Florida
Development Services Department
100 N. Main St., Wildwood, FL 34785
Tel: 352.330.1334 Fax: 352.330.1338
www.wildwood-fl.gov

VOSO- Record Drawing Clearance Procedures

Date:_____

Project Name:_____

The following items are required to be submitted to the City in one complete package:

- ☐ One (1) ORIGINAL Engineering of Record Certification of Completion on City of Wildwood form
- ☐ One (1) COPY of above Engineering of Record Certification of Completion
- ☐ Four (4) hard copies of sealed Record Drawings.
- ☐ Two (2) hard copies of all sealed original material testing lab reports.
- ☐ Two (2) hard copies of FDEP final clearance acceptance for potable water and sanitary sewer system, if applicable
- ☐ Two (2) CD copies of all above materials

Following review of the above items by the City Engineer, the City Engineer will review for completeness. Once the above items are found to be acceptable, a field inspection will be conducted by the City Engineer and a final punch list will be issued which must be satisfactorily completed prior to final acceptance of the site improvements.

City of Wildwood, Florida
Development Services Department
100 N. Main St., Wildwood, FL 34785
Tel: 352.330.1334 Fax: 352.330.1338
www.wildwood-fl.gov

VOSO - Final Construction Clearance Procedures

Date:_____

Project Name:_____

Final Acceptance of Site Plans and Subdivisions

The following items are required to be submitted to the City in one complete package:

- ☐ Two (2) hard copies of sealed final as-builts.
- ☐ Two (2) hard copies of certification letter to the City certifying that the constructed stormwater ponds have adequate volume for the project being certified complete.
- ☐ Two (2) hard copies of clearance forms from any other applicable permitting agencies, if possible (FDOT, etc)
- ☐ Two (2) CD copies of all above materials

Note: Please include all of the above checklist items. If any of the items do not apply to your project, please write "N/A" and explain in the notes section below. Failure to submit this checklist with your clearance package will result in a delay in processing.

City of Wildwood, Florida
Development Services Department
100 N. Main St., Wildwood, FL 34785
Tel: 352.330.1334 Fax: 352.330.1338
www.wildwood-fl.gov

VOSO- Engineer's Certification of Satisfactory Completion

City of Wildwood
100 N Main Street
Wildwood, Florida 34785

Project Name:_____

Applicant Name:_____

I hereby certify to the City of Wildwood that the above referenced project has been fully and satisfactorily completed in accordance with the approved plans and permits, and the provisions of the Land Development Code or VOSO Development Agreement.

This Certification is made based on site observations by me and/or others under my responsible charge, review of certified material testing reports, and review of record drawings prepared by a registered engineer.

I am forwarding herewith two (2) copies of the certified material testing reports and four (4) prints of the RECORD DRAWING which shows the improvements as constructed including dimensions and elevations. The RECORD DRAWING has been certified as correctly indicating actual conditions of construction.

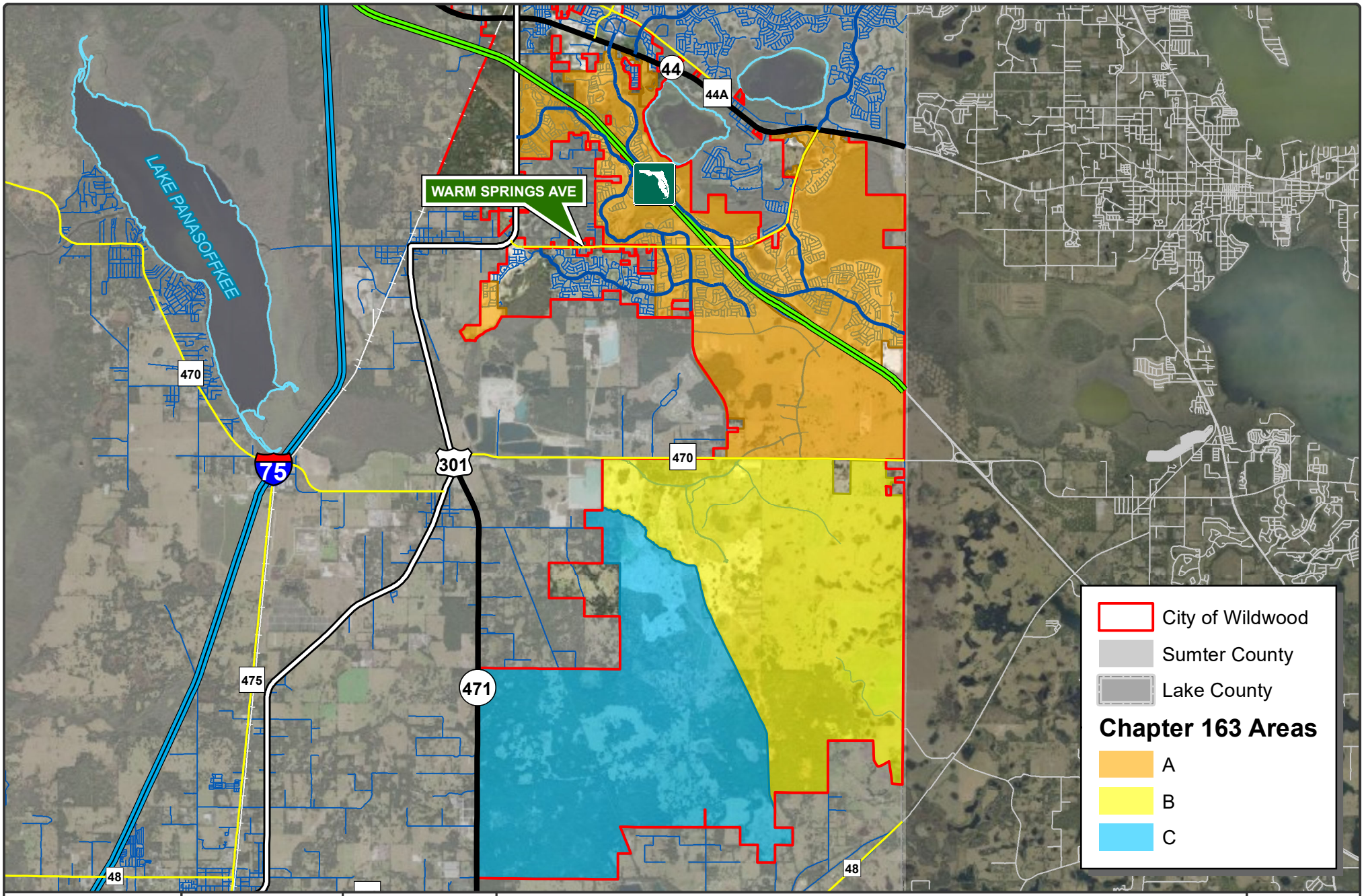
By_____

_____
(Typed Name)

Registered Engineer No._____

SEAL REQUIRED

STATE OF FLORIDA
DATE:_____



WILDWOOD FLORIDA EST. 1877

CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

Feet 0 4,750 9,500

THE VILLAGES OF SOUTHERN OAKS 163 AGREEMENT *9TH AMENDMENT*

MAP 1B
LOCATION MAP
JUNE 2022

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Sumter Horizon LLC / Freedom Plaza - Modification of Developer's Agreement**

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity:

Effective Date: Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

A developer's agreement between the City of Wildwood and Sumter Horizon, LLC (Freedom Plaza), dated August 28, 2017, provided for the projected need of 48.5 ERU's of water and wastewater. 23 ERU's were reserved at the time of execution of the agreement.

The existing development is currently using 28.5 ERU's and the developer has asked to modify the projected need from 48.5 ERU's to 32.5 ERU's. Modification to the existing agreement will result in a net difference of 9.5 ERU's, the cost for which shall be due and payable at the current rate upon execution of the modified agreement.

DEVELOPER'S AGREEMENT
BETWEEN THE CITY OF WILDWOOD
AND SUMTER HORIZON LLC
(FREEDOM PLAZA f/k/a The Crossroads)

This agreement, effective this ____ day of _____, 2022, made and entered into by and between the City of Wildwood, Florida, a Florida municipal corporation (hereinafter called "City"), and Sumter Horizon LLC, a Florida limited liability company (hereinafter called "Developer").

RECITALS

WHEREAS, Developer Agreements strengthen the public planning process, encourage sound capital improvements planning, and assist in assuring that there are adequate capital facilities for development;

WHEREAS, City is a regional water, wastewater, reuse water and municipal services provider;

WHEREAS, Developer owns in fee simple certain real property in Sumter County, Florida, described on attached Exhibit "A" (the "Property");

WHEREAS, Developer's proposed development locally known as Freedom Plaza requires access to water, wastewater, and other municipal services;

WHEREAS, Developer (formerly Nash Enterprises, LLC) entered into an agreement with the City on or about September 23, 2008, requiring the Developer to enter into a separate agreement with the City prior to construction of infrastructure;

WHEREAS, Developer desires to procure services, including, but not limited to, water, wastewater, and other municipal services, from the City for the Property, and City desires to provide water, wastewater, and other municipal services to the Property;

WHEREAS, The parties desire to enter into this Agreement confirming their agreement regarding the furnishing of municipal services, including but not limited to water, wastewater, and other municipal services for the Property;

WHEREAS, This Agreement and all stipulations and covenants made herein are acknowledged to be subject to the approval of every County, Regional, State and Federal regulatory agency having jurisdiction of the subject matter of this Agreement;

WHEREAS, The City Commission has approved this Agreement and has authorized the City Manager to execute this Agreement by motion passed at a regular City Commission meeting on _____;

NOW THEREFORE, in consideration of the mutual covenants and undertakings of City and Developer and other good and valuable considerations, these parties covenant and agree with each other as follows:

1. **Incorporation of Recitals and Exhibits.** The parties confirm and agree that the above Recitals are true and correct, and incorporate their terms and provisions herein for all purposes. The contents, terms and provisions of all Exhibits which are attached to this Agreement and referenced herein are, by this reference, incorporated into this Agreement for all purposes.

2. **Definitions.** For the purposes of this Agreement, in addition to those terms which are specifically defined elsewhere in this Agreement the following terms shall have the following definitions:

   A. ***"Agreement"*** – This Developer's Agreement, as the same may subsequently amended, modified or supplemented pursuant to its terms and provisions.

   B. ***"Connection Fee"*** – Those charges of the City for a customer's proportionate share of the capital costs of the water and wastewater utility plant capacities allocated to a new or modified customer connection, as defined in City Ordinances and Resolutions.

   C. ***"County"*** – Sumter County, Florida, a political subdivision of the State of Florida.

   D. ***"Developer"*** – Sumter Horizon LLC, and its successors, and assigns in interest, and/or title, including the Homeowners/Property Owners Association to be created by Developer to which all common improvements described in this Agreement, will be conveyed and under whom all future maintenance responsibilities will fall.

   E. ***"Equivalent Residential Unit"*** – As defined by City Ordinance, also referred to in this Agreement as "ERU". The term "Equivalent Residential Connection", also referred to as "ERC", is synonymous with "ERU".

   F. ***"Homeowners/ Property Owners' Association"*** – A Florida not-for-profit Corporation organized and formed by Developer for the purpose of serving as the Association for the owners of parcels located within the Property to own, maintain, and repair or replace, as required, common area improvements located on the Property, including but not limited to open space, entry features, amenities, and other similar improvements constructed on the Property. It is the intent of Developer to create a Homeowners' Association for such purposes, and to convey to the Homeowners' Association title to the previously-described improvements which will be constructed on the Property, at which time the Homeowners' Association will, by execution of an appropriate agreement with

City, assume the Developer's responsibilities for maintenance, repair and replacement of such improvements which arise under the terms of this Agreement.

G. ***"Party or Parties"*** – Refers to either Developer or City, or (as applicable) to both Developer and City.

H. ***"Property"*** – The real property described on attached Exhibit "A".

I. ***"Significant Progress"*** – The Developer will have achieved substantial progress under the terms of this Agreement when storm water basins, roadway bases, curbs and underground utilities have been completed or are under construction pursuant to a valid Permit (or Permits) issued by City for such work.

J. ***"System Development Charge"*** – Those charges by City for a customer's proportionate share of the capital costs of the water and wastewater utility main lines and connection lines, as well as the hydraulic share of the facilities required to service that customer, as defined by City Ordinances and Resolutions, and is also referred to herein as an "SDC" or "SDC Fee".

K. ***"Transmission Fee"*** – The portion of the SDC that represents the customer's proportionate share of the capital costs of the water and wastewater utility main lines and connection lines.

L. ***"Treatment Fee"*** – The portion of the SDC that represents the customer's hydraulic share of the facilities required to service that customer.

M. ***"Water Management District" or "SWFWMD"*** – The Southwest Florida Water Management District, an agency of the State of Florida.

3. <u>Developer's Obligations</u>.

A. <u>System Development Charges, Transmission Fees, Treatment Fees, and Capacity</u>.

1. <u>SDC Fees</u>.

a) The System Development Charge (SDC), when paid, refunds the City for the capital cost of the water and wastewater utility main lines and connection lines and purchases a hydraulic share in the water and wastewater infrastructure extending from the proposed development (the "Property") back to the nearest well facility (for water) and wastewater treatment plan (for wastewater). SDC Fees are based on the equivalent residential volumes, which are

300 gallons per day for water consumption and 250 gallons per day for wastewater treatment.

b) The water SDC Fee and its components shall be calculated using City Ordinances and Resolutions in effect at the time Developer pays the applicable SDC Fee. The calculations for the water SDC Fee components is shown on attached Exhibit “B”.

c) The wastewater SDC Fee shall be calculated using City Ordinances and Resolutions in effect at the time Developer pays the applicable SDC Fee. The calculations for the wastewater SDC Fee components is shown on attached Exhibit “B”.

d) Developer acknowledges and agrees that SDC Fees paid are non-refundable. However, the City acknowledges that should an unforeseen circumstance arise such that the City is unable to meet its obligation of service for any phase of development, or portion thereof, that the associated SDC fees will be refunded to the Developer.

e) SDC Fees are calculated by the City based on the number of Equivalent Residential Units (ERU’s) approved for a reservation of capacity as indicated on attached Exhibit “B”. One (1) SDC Fee is due for each connection (ERU) reserved. Developer acknowledges that no water or wastewater capacity reservation is created, or implied, without City receiving payment of the applicable fees in accordance with the terms of this Agreement. Reservation of water and wastewater capacity is subject to capacity availability.

f) SDC Fees shall be paid as follows: the water and wastewater SDC Fees for the first phase of development shall be paid upon execution of this Agreement as outlined below in Section 3.A.2; the water and wastewater SDC Fees for each subsequent phase of development shall be paid upon the commencement of construction of the applicable phase as outlined below in Section 3.A.2.

g) Developer understands that increases in capacity reserved, or any new purchase of capacity reservations, will result in additional SDC Fees being due from Developer to City.

2. <u>Payment Schedule</u>.

a) The water and wastewater SDC Fees shall be calculated according to the rate schedule adopted by City and in effect at the

time the Developer pays the applicable SDC Fee. The calculation of the SDC Fees for an Equivalent Residential Unit (ERU) based on the current rate schedule adopted by City is included in attached Exhibit "C."

b) Developer must proceed with due diligence toward the use of all connections.

c) SDC Fees are not reserved by City on speculation, and such reservation may be rescinded by the City if Significant Progress on construction of the applicable phase of Developer's project on the Property is not made within twenty four (24) months of the date the initial SDC Fee (or portion thereof) was paid by the Developer. The time for Significant Progress may be extended pursuant to the provisions of this Agreement concerning "Force Majeure".

d) The following actions must be completed by Developer prior to the reservation of water or wastewater ERU's:

3.A.2.d.1. Developer must complete and file the City's Concurrency Determination and Concurrency Reservation applications.

3.A.2.d.2. This Developer's Agreement, and all attachments, must be fully executed by Developer and City.

e) 50% of the SDC Fee for the Project shall be paid upon execution of this Agreement. The remaining 50% of the SDC Fee as it relates to each individual use shall be paid on issuance of each Construction Permit.

f) Capacity is reserved for a particular location, and assumes that City will be prepared to serve that capacity according to the agreed-upon availability schedule at that location and no other.

g) The City shall have the right, but not the obligation, to repurchase unused SDC fees by the Developer at the prevailing rate within seven (7) years of the effective date of this Agreement.

3. Until Developer provides City with payment for SDC Fees required by Developer for the applicable phase of development, as provided in Exhibit "D," and completes all other requirements of this Agreement, no permanent water or wastewater service will be provided to the Property. Construction water will be available to the Developer upon payment of the first 50% of the SDC Fee for the applicable portion of development.

4. City reserves the right to determine the number of ERU's it will allow Developer to purchase. The City has determined at the time of execution of this Agreement that the Developer may purchase 32.5 water ERU's and 32.5 wastewater ERU's. These will be available at the times listed on Exhibit "D".

5. Developer may not transfer any reserved water or wastewater capacity without written permission from the City. Any such transfer, unless approved by City, will void the capacity reservation, the ERU's will revert back to the City, and Developer will forfeit any right to any repayment of the fees paid. The City shall not unreasonably withhold permission for a transfer of capacity to another property or another project. As Developer develops the Property and sells portions thereof, such sales and transfers to facilitate such sales shall not be deemed a transfer prohibited by this Section.

6. The purchase of ERU's does not act to set the price for future purchases, but only as to purchases specifically set forth in this Agreement. Any future purchases not contemplated by this Agreement will be at the price set by City at time of payment.

7. The City shall have the right, but not the obligation, to repurchase unused SDC fees by the Developer at the prevailing rate within seven (7) years of the effective date of this Agreement.

4. <u>Developer's Responsibility</u>

A. After completion of construction of the water and wastewater systems and upon acceptance by the City, approval of as-builts, and receipt of all regulatory clearances, the Developer or property owner shall be responsible for the water service lines from the Developer's side of the water meter and for the wastewater service laterals from the right-of-way to the structure.

B. Developer or any Homeowner's/Property Owner's Association that may be created is responsible for ownership and maintenance of any and all stormwater management areas, buffers, and other common areas within the Property.

5. City's Responsibility.

A. After completion of the construction of the off-site sanitary sewer forcemain, and upon acceptance by the City, approval of as-builts, and receipt of all regulatory clearances, the City shall be responsible for ownership and maintenance of the sanitary sewer forcemain.

B. The City shall be responsible for costs associated with the recording of this document in the Sumter County Public Records.

6. <u>Miscellaneous Terms</u>.

A. City's Land Development Regulations require Florida Friendly landscaping, energy efficient construction, energy efficient appliances, and underground utilities. These Land Development Regulations will apply to Development of the Property.

B. Fire flow volumes and pressures are limited by City's potable water extension service infrastructure. The fire flow volumes and pressure flow which will be provided by City are appropriate for single family homes. City shall not reduce its fire flow volumes and pressures after Developer has commenced development of the Property.

C. Developer, any Homeowners Association created for the Property, and individual property owners of portions of the Property must comply with the City of Wildwood Residential Design Standards and any other applicable Ordinances or Land Development Regulations, the Planned Development Agreement, or as otherwise modified by variance.

D. Developer will be responsible for costs associated with the recording of this document in the Sumter County Public Records.

E. Specific utility easements containing main pipe utilities to be provided by Developer to City will be a minimum of twenty feet (20') wide. Utility easements to be provided by Developer to City for secondary pipe utilities and wire utilities will be ten feet (10') wide along front lot lines, seven and a half feet (7.5') wide along rear lot lines, and five feet (5') wide along side lot lines. All utility easements will be reflected and noted on the approved site plans and plats or deed restrictions as submitted by the Developer. If the Developer needs to relocate any existing utility main lines within the existing easement for any reason, the design and realignment must be approved by the City, and Developer must provide any additional easement required, which must be executed and recorded. All costs of the relocated utility lines will be the responsibility of the Developer including, but not limited to, design, review, permitting, materials, labor and equipment. A complete set of as-built drawings for the relocated utility mains must be provided to the City prior to the issuance of the final Certificate of Occupancy.

7. <u>General Provisions</u>.

A. **<u>Notices</u>.** With respect to any Notices required to be given under the terms of this Agreement, such Notices shall be deemed given and effective:

1. Three (3) calendar days after the date they are deposited in the United States Mail, postage prepaid, return receipt requested, addressed to the Parties at the following respective addresses or such other address as provided by a Party pursuant to this Section; or

2. The date of actual delivery by hand or by a recognized national overnight delivery service such as Federal Express, UPS, or Express Mail, addressed to the parties at the following respective addresses or such other address as provided by a party pursuant to this Section:

AS TO THE CITY:	City of Wildwood Attn: Melanie Peavy Development Services Director 100 N. Main Street Wildwood, FL 34785
With Copy To:	Ashley S. Hunt, Esq. Hunt Law Firm, P.A. 109 E. Main Street Leesburg, FL 34748
With Copy To:	City of Wildwood Attn: Mark Odell Utilities Director 100 N. Main Street Wildwood, FL 34785
AS TO DEVELOPER:	Sumter Horizon LLC Attn: Mr. Nicholas Chimienti Managing Member 510 C-466, Suite 207 Lake Lake, FL 32159

Any party may modify the address for notices set forth above by providing notice of the change of address to all parties to this Agreement, which notice is to be provided in accordance with the requirements of this Section.

B. **Negation of Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership by or among Developer or City in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprises. Each Party shall be considered a separate Party, no Party shall have the right to act as an agent for another Party and no Party shall the right to act as an agent for another Party unless expressly authorized to do so in this Agreement.

C. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public, or for any public use or purpose whatsoever. Any portion of the Property which may under the terms of this Agreement later may be designated for public use or purposes shall be conveyed by Developer to City, as applicable. Except as herein specifically provided no right, privileges of immunities of any Party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.

D. **Default Provisions.**

1. The terms of this Agreement shall not entitle any Party to cancel, rescind, or otherwise terminate this Agreement. However, such limitations shall not affect in any manner any other rights or remedies which a Party may have hereunder or under applicable law by reason of any such breach.

2. All easements, rights and covenants contained herein shall be enforceable by suit for specific performance and mandatory injunctive relief, in addition to any other remedy provided by law or equity.

3. No Party shall be entitled to pursue any action for specific performance, injunctive relief, or any other available remedy arising out of a default under this Agreement until the non-defaulting Party has provided to the Party alleged to be in default a written Default Notice (with, if applicable, a copy to any other Party to this Agreement) specifying the specific nature of the default, and the alleged defaulting Party has failed to cure the default within thirty (30) days of the effective date of the Default Notice. In the event the cure of a default reasonably requires greater than the thirty (30) day time period specified, the grace period granted herein shall, if the defaulting Party has initiated cure of the default within the thirty (30) day time period and is continuing to pursue completion of the cure with due diligence, extend the reasonable time period required for the cure of the default.

4. In the event of a material default by Developer with respect to its obligations to City under this Agreement, and failure of Developer to cure the default within the grace period set forth above, in addition to any other remedies available to them under the terms of this Agreement City

shall be entitled to withhold issuance of additional development permits or authorizations until the default has been cured. If Developer has, prior to the occurrence of the default, conveyed some or all of the Property to unrelated third parties (such parcel or parcels then becoming a "Third Party Parcel") and the default of Owner is not with respect to, or impact City obligations regarding, a Third Party Parcel, the right of City to withhold Permits upon a default by Owner shall not extend to City Permits pending or to be issued with respect to a successor owner of such Third Party Parcel.

E. <u>Estoppel Statements</u>.

1. Each Party agrees that upon written request from time to time of any other Party it will timely issue at no charge to a current or prospective lender to such Party, or to a current or prospective purchaser or successor party to such other Party, or to another governmental entity requesting or requiring the same, an Estoppel Statement stating:

a) Whether the Party to whom the request has been directed knows of any default by any Party under this Agreement, and if there are known defaults, specifying the nature thereof.

b) Whether this Agreement has been assigned, modified or amended in any way by such Party (and if it has, stating the nature thereof).

c) That to the best of the requested Party's knowledge this Agreement, as of the Estoppel Statement date, is in full force and effect.

d) That (if known by the requested Party, if not known by the requested Party that Party shall reply only with respect to any monies owed to it) to the best of the requested Party's knowledge there are not any monies currently owed by any Party to another Party under the terms of this Agreement, or if there are monies owed, the amount and details of all monies owed.

e) That, as to the Project or as to a specific parcel therein (as applicable, based upon the request) there are no moratoriums or suspensions of the right to procure Development Orders,

Building Permits, or Certificate of Occupancy or other development approvals in effect as of the date of the Estoppel Statement.

Such written statement shall act as a waiver of any claim by the Party furnishing it to the extent such claim is based on facts contrary to those asserted against a bona fide mortgagee or purchaser for value without knowledge of facts to the contrary of those contained in the Estoppel Certificate who has acted in reasonable reliance upon the statement; however, such statement shall in no event suggest the Party furnishing it to any liability whatsoever, notwithstanding the negligent or other inadvertent failure of such Party to disclose correct and/or relevant information.

F. **Litigation.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred with respect to such litigation, including reasonable attorneys' fees, and including reimbursement for such reasonable attorneys' fees and costs incurred with respect to any bankruptcy, appellate or post-judgment proceeding related thereto.

G. **Binding Effect.** The parties to this Agreement represent to each other that each party fully understands the facts surrounding this Agreement and each is signing this Agreement fully and voluntarily, intending to be bound by it. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective spouses, heirs, executors, administrators and assigns. There are no representations or warranties other than those set forth herein.

H. **Headings.** The headings contained within this Agreement are for identification purposes only, and shall not be construed to amend, modify, or alter the terms of the Agreement.

I. **Severability.** Except as otherwise set forth herein, in the event any provision or section of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.

J. **Survival of Representations and Warranties.** All representations and warranties contained herein are made in writing by the parties in connection herewith shall survive the execution and delivery of this Agreement.

K. Successors and Assigns.

1. All covenants and agreements in this Agreement made by or on behalf of any Parties hereto shall bind and inure to the benefit of the respective successors and assigns of the Parties hereto, whether so expressed or not.

2. Upon a sale or other transfer of a Parcel or a portion thereof, the terms and provisions of this Agreement, as applicable, shall remain in full force and effect as to the Parcel or a portion of the Parcel.

L. Applicable Law. This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Agreement shall be Sumter County, Florida.

M. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

N. Amendment of Agreement. This Agreement cannot be changed, modified or released orally, but only by an agreement in writing signed by the parties against whom enforcement of said change, modification or discharge is sought.

O. Gender. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural, and the plural shall include the singular as the context may require.

P. Effective Date. This Agreement shall become effective upon completion of its execution by all Parties, and the recordation of the Agreement in the Public Records of Sumter County, Florida.

IN WITNESS WHEREOF the Parties have executed this Developer's Agreement on the day and year set forth below their respective signatures.

DEVELOPER'S AGREEMENT
BETWEEN CITY OF WILDWOOD AND SUMTER HORIZON LLC

CITY OF WILDWOOD, FLORIDA, a Florida Municipal Corporation

By: _____

Title: _____

Date: _____, 2022

APPROVED AS TO FORM AND LEGALITY:

_____

CITY ATTORNEY

ATTEST:

_____

, CITY CLERK

APPROVED BY THE WILDWOOD CITY COMMISSION ON _____, 2022.

SUMTER HORIZON LLC, a Florida
limited liability company

By:_____
Nicholas Chimienti, Managing Member

Date: _____, 2022

STATE OF FLORIDA
COUNTY OF _____

The foregoing DEVELOPER'S AGREEMENT was acknowledged before me by Nicholas Chimienti, as Managing Member of SUMTER HORIZON LLC, a Florida limited liability company, who is:

_____ Personally known by me, OR
_____ Produced a driver's license as identification.

Dated: this _____ day of _____, 2022.

Print Name: _____
Notary Public, State of Florida
Commission number: _____
Commission expires: _____

SCHEDULE OF EXHIBITS

EXHIBIT	REFERENCE	DESCRIPTION
A	Recital C	Legal – Property
B	3.A.1	Calculation – Water and Wastewater TIE Fees
C	3.A.2	Calculation – Connection Fees
D	3.A.4	Utility Connection Availability Schedule

EXHIBIT __B___

City of Wildwood

100 N. Main Street

Wildwood, FL 34785 – 352-330-1330

DEVELOPER UTILITY CONCURRENCY SYSTEM DEVELOPMENT CHARGES DUE

PROJECT NAME: FREEDOM PLAZA

1) WATER:

a) One (1) water SDC due for every water connection ERU reserved

b) Number of water ERU's reserved = 32.5

c) Number of water SDC's due = 32.5

d) Charge per water SDC for this project = $ 1,888.00

e) TOTAL water SDC charges due

$1,888.00 X 32.5 = $ 61,360.00

---

2) WASTEWATER:

a) One (1) wastewater SDC due for every wastewater connection ERU reserved

b) Number of water ERU's reserved = 32.5

c) Number of water SDC's due = 32.5

d) Charge per wastewater SDC for this project = $ 3,298.00

e) TOTAL water SDC charges due

$ 3,298.00 X 32.5 = $ 107,185.00

---

3) TOTAL SDC DUE (WATER AND WASTEWATER):

$ 61,360 + $ 107,185 = **$ 168,545**

Development Authority: _____ _____ _____

Printed Name Signature Date

Agreement to Provide: _____ _____ _____

Jason McHugh (City Manager) Signature Date

This commitment expires after _____ days without the execution of a Developer's Agreement

EXHIBIT ___C__

City of Wildwood

100 N. Main Street
Wildwood, FL 34785 – 352-330-1330

DEVELOPER UTILITY CONCURRENCY SYSTEM DEVELOPMENT CHARGE FEES:

PROJECT NAME: SUMTER HORIZON LLC / FREEDOM PLAZA PHASE 1

WATER SDC FEE: Check One

a) Inside City, or, Pre-Annexation	$ 1,888.00	☐
or b) Outside City, NO Pre-Annexation		☐

One (1) water ERU = 300 gallons per day

Number of water connections (ERU's) requested = 23

TOTAL water SDC fee = $1,888.00 x 23 = **$ 43,424**

DUE SCHEDULE:

First 50%	$ 21,712
Second 50%	$ 21,712
	TOTAL $ 43,424

WASTEWATER SDC FEE: Check One

a) Inside City, or, Pre-Annexation	$ 3,298.00	☐
or b) Outside City, NO Pre-Annexation		☐

One (1) wastewater ERU = 250 gallons per day

Number of wastewater connections (ERU's) requested = 23

TOTAL wastewater SDC fee = $ 3,298.00 x 23 = **$ 75,854**

DUE SCHEDULE:

First 50%	$ 37,927
Second 50%	$ 37,927
	TOTAL $ 75,854

Development Authority: _____ _____ _____
Printed Name Signature Date

Agreement to Provide: _____ _____ _____
Jason McHugh (City Manager) Signature Date

This commitment expires after _____ days without the execution of a Developer's Agreement

EXHIBIT ___C__

City of Wildwood

100 N. Main Street
Wildwood, FL 34785 – 352-330-1330

DEVELOPER UTILITY CONCURRENCY SYSTEM DEVELOPMENT CHARGE FEES:

PROJECT NAME: SUMTER HORIZON LLC / FREEDOM PLAZA PHASE 2

WATER SDC FEE: Check One

a) Inside City, or, Pre-Annexation $ 1,888.00 ☐

or b) Outside City, NO Pre-Annexation ☐

One (1) water ERU = 300 gallons per day

Number of water connections (ERU's) requested = 9.5

TOTAL water SDC fee = $1,888.00 x 9.5 = **$ 17,936**

DUE SCHEDULE:

First 50% $ 8,968

Second 50% $ 8,968

TOTAL $ 17,936

WASTEWATER SDC FEE: Check One

a) Inside City, or, Pre-Annexation $ 3,298.00 ☐

or b) Outside City, NO Pre-Annexation ☐

One (1) wastewater ERU = 250 gallons per day

Number of wastewater connections (ERU's) requested = 23

TOTAL wastewater SDC fee = $ 3,298.00 x 23 = **$ 31,331**

DUE SCHEDULE:

First 50% $ 15,665.50

Second 50% $ 15,665.50

TOTAL $ 31,331

Development Authority: _____ _____ _____
Printed Name Signature Date

Agreement to Provide: _____ _____ _____
Jason McHugh (City Manager) Signature Date

This commitment expires after _____ days without the execution of a Developer's Agreement

City of Wildwood

100 N. Main Street

Wildwood, FL 34785 – 352-330-1330

Exhibit D

DEVELOPER UTILITY CONCURRENCY
REQUESTED UTILITY CONNECTION AVAILABILITY SCHEDULE

PROJECT NAME: **Sumter Horizon LLC / Freedom Plaza**

YEAR 2017	1st Qtr. ERU's Needed	2nd Qtr. ERU's Needed	3rd Qtr. ERU's Needed	4th Qtr. ERU's Needed
WATER	23 (paid)			
WASTEWATER				
REUSE				

YEAR 2022	1st Qtr. ERU's Needed	2nd Qtr. ERU's Needed	3rd Qtr. ERU's Needed	4th Qtr. ERU's Needed
WATER			9.5	
WASTEWATER			9.5	
REUSE				

YEAR 2023	1st Qtr. ERU's Needed	2nd Qtr. ERU's Needed	3rd Qtr. ERU's Needed	4th Qtr. ERU's Needed
WATER				
WASTEWATER				
REUSE				

YEAR 2024	1st Qtr. ERU's Needed	2nd Qtr. ERU's Needed	3rd Qtr. ERU's Needed	4th Qtr. ERU's Needed
WATER				
WASTEWATER				
REUSE				

YEAR 2025	1st Qtr. ERU's Needed	2nd Qtr. ERU's Needed	3rd Qtr. ERU's Needed	4th Qtr. ERU's Needed
WATER				
WASTEWATER				
REUSE				

Development Authority: _____ Printed Name _____ Signature _____ Date

Authorized City Representative: _____ Printed Name _____ Signature _____ Date

This commitment expires after ____ days without the execution of a Developer's Agreement

ALL SEPARATE COMMERCIAL UNITS REQUIRE A MINIMUM OF ONE (1) FULL ERU

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Wildwood Villages Apartments - Pioneering Agreement**

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity:

Effective Date: Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The City and developer have agreed to additional terms in relation to the Developer's Agreement between the City of Wildwood and Wildwood Village Apartments, LLC (F/K/A Peppertree Apartments) dated July 26,2021.

A significant increase in the cost of materials has burdened the developer with an additional $500,000 investment in the extension of a 12" water main to serve the project. The attached agreement provides an avenue for reimbursement of the actual cost of construction through future water connections.

FIRST AMENDMENT TO DEVELOPER'S AGREEMENT
BETWEEN THE CITY OF WILDWOOD
AND WILDWOOD VILLAGE APARTMENTS, LLC

This First Amendment to Developer's Agreement, effective this _____ day of _____, 2022, made and entered into by and between the City of Wildwood, Florida, a Florida municipal corporation (hereinafter called "City"), and WILDWOOD VILLAGE APARTMENTS, LLC, a Florida limited liability company (hereinafter called "Developer").

RECITALS

WHEREAS, the City and the Developer entered into that certain Developer's Agreement between the City of Wildwood and Wildwood Village Apartments, LLC, dated July 26, 2021 (the "Agreement");

WHEREAS, City and Developer have agreed to additional terms in relation to the above referenced Agreement as provided herein and wish to amend the Agreement to reflect the same.

NOW THEREFORE, in consideration of the mutual covenants and undertakings of City and Developer and other good and valuable considerations, these parties covenant and agree with each other as follows:

1. Section 5 of the Agreement is deleted in its entirety and replaced with the following:

5. <u>Water Main Off-Site Improvements – Pioneer Agreement</u>.

A. The Developer shall design, permit, and construct off-site improvements (hereinafter referred to as the "Improvements") as follows:

1. A 12" diameter water main from the north side of Pepper Tree Lane to the south side of County Road 472, approximately 3,900 LF.

2. The Developer shall be responsible for the restoration of any sidewalks, landscaping, grass, or pavement that may be destroyed or damaged because of the construction of the Improvements.

B. The parties have agreed that the Developer is entitled to receive a credit to be applied against the City SDC Fees for water equal to the cost associated with the construction of the Improvements.

1. The parties acknowledge that the Developer has and will incur certain soft costs related to the Improvements, including, but not limited to, surveying, geotechnical testing, and design), the total cost of which is currently estimated to be $100,000.00 (the "Improvements Soft Cost").

2. The parties acknowledge that the Developer solicited bids for the construction of the Improvements, the low bid for which is $848,242.00 (the "Improvements Hard Cost"). A true and correct copy of the bid documents is attached hereto as Exhibit "A".

3. The "Improvements Soft Costs" together with the "Improvements Hard Costs" are hereby defined as the "Improvements Construction Cost" which is currently estimated to be $948,242.00.

C. The Developer's Improvements Construction Cost exceeds the amount of SDC Fees for water paid by the Developer to the City. The City and the Developer have agreed that the Developer is entitled to receive credits to be applied against the City SDC Fees for water equal to the actual Improvements Construction Cost incurred by the Developer. The City will issue credits for City SDC Fees for water to the Developer based on the following schedule:

1. The current City SDC Fee rate for one (1) ERU of water is $1,888.00, which when applied to the Improvements Construction Cost equals 502.2 ERUs ($948,242.00 divided by $1,888.00).

2. The City will issue City SDC Fee credits for water for the Property in the amount of 502.2 ERUs (said City SDC Fee credits to be adjusted up or down based on the actual Improvements Construction Cost incurred by the Developer).

3. Actual Improvements Construction Cost will include expenditures encompassing costs of design, permitting, surveying, subsurface investigations, testing and construction management services necessary for, landscaping, materials and including project close-out documentation.

   a) The Developer has obtained bids for construction of the water main. The selected bid has been attached hereto as Exhibit "A". The Developer will provide copies of approved pay applications to the City. The contractor for the project has a State of Florida Under Ground Utility Contractors License. Change Order requests will be provided to the City for approval prior to authorizing the contractor to proceed with the requested Change Order improvements.

b) In order to receive the credits for City SDC Fees for water, the Developer will provide appropriate documentation (e.g., receipts and invoices) showing actual expenditures in order to verify the actual Improvements Construction Cost.

4. The Developer needs an estimated 205.2 ERUs for its multifamily housing project; the extra 297 ERUs will be known as "Pioneer Credits." The City agrees to reimburse the Developer for its Pioneer Credits from City SDC Fees for water collected from water utility customers located along the routes of the Improvements that connect to and are directly benefited by the Improvements. The City's obligation to reimburse the Developer of its Pioneer Credits shall terminate ten (10) years from the date of execution of this Agreement.

5. Any additional ERUs above the 502.2 (as adjusted) will require payment of the City SDC Fees for water in effect at the time of acquisition.

6. City SDC Fees for wastewater are not subject to the reimbursement.

7. The City's obligation to reimburse the Developer, or any authorized successors or assigns, for any non-reimbursed funds shall terminate ten (10) years from the date of execution of this Agreement.

2. General Provisions

A. Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.

B. Except as amended hereby, the Agreement shall remain in full force and effect. No further amendment, addendum or modification of the Agreement or this First Amendment shall be deemed effective unless and until executed in writing by all of the Parties hereto. In the event of any conflict between the provisions of the Agreement and the provisions of this First Amendment, the provisions of this First Amendment shall govern.

C. This First Amendment may be executed by facsimile signatures and in any number of counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

IN WITNESS WHEREOF the Parties have executed this First Amendment to Developer's Agreement on the day and year set forth below their respective signatures.

FIRST AMENDMENT TO DEVELOPER'S AGREEMENT
BETWEEN CITY OF WILDWOOD
AND WILDWOOD VILLAGE APARTMENTS, LLC

CITY OF WILDWOOD, FLORIDA, a Florida Municipal Corporation

By: _____

Title: _____

Date: _____, 2022

APPROVED AS TO FORM AND LEGALITY:

_____
CITY ATTORNEY

ATTEST:

_____
Susan Patterson, CITY CLERK

APPROVED BY THE WILDWOOD CITY COMMISSION ON _____, 2022.

WILDWOOD VILLAGE APARTMENTS, LLC, a Florida limited liability company

By:_____

_____

Date: _____, 2022

STATE OF FLORIDA

COUNTY OF _____

The foregoing DEVELOPER'S AGREEMENT was acknowledged before me by means of _ physical presence or _ online notarization by _____, as _____ of WILDWOOD VILLAGE APARTMENTS, LLC, a Florida limited liability company, who is:

_____Personally known by me, OR
_____Produced a driver's license as identification.

Dated: this _____day of _____, 2022.

Print Name: _____
Notary Public, State of Florida
Commission number: _____
Commission expires: _____

EXHIBIT “A”
(BID DOCUMENTS)

MILLER PIPELINE
AN ARTERA COMPANY

4260 NE 35th Street, Ocala, FL 34479
Office: (352) 236-3355
Fax: (352) 236-0038
Project No: **FL-XXX**

ATTN: Troy Thurston
Cullison-Wright Corporation
112 NE 12th Street
Ocala, FL 34470

December 8, 2021

EMAIL: TThurston@cullisonwright.com

RE: SR 35 (US HWY 301) Water Main Extension - Pepper Tree Lane to CR 472

WE PROPOSE THE FOLLOWING:

DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
WATER				
6" PVC Water Main - DR18	40	LF	35.00	1,400.00
12" PVC Water Main - DR18	3800	LF	102.00	387,600.00
12" DIP Water Main - CL350	60	LF	100.00	6,000.00
6" x 90° M.J.D.I. Bend	4	EA	420.00	1,680.00
12" M.J.D.I. Sleeve	1	EA	905.00	905.00
12" x 22.5° M.J.D.I. Bend	3	EA	900.00	2,700.00
12" x 45° M.J.D.I. Bend	12	EA	900.00	10,800.00
12" Gate Valve and Valve Box	2	EA	4075.00	8,150.00
Air Release Valve Assy. - Above Ground Over Mai	1	EA	4630.00	4,630.00
12" Gripper Gaskets	1	EA	265.00	265.00
12" Pipe Joint Restraint	30	EA	285.00	8,550.00
Fire Hydrant Assembly w/ 6" Gate Valve & Box	5	EA	4450.00	22,250.00
12" x 12" x 6" M.J.D.I. Hydrant Tee	5	EA	1010.00	5,050.00
12" x 12" Tapping Saddle w/Valve & Box	1	EA	10625.00	10,625.00
Bore & Jack 24" Casing - 12" Carrier	125	LF	955.00	119,375.00
Connect New 12" Main To Existing 12" Main	2	EA	3750.00	7,500.00
Water Sample Point	4	EA	525.00	2,100.00
Bacteriological & Disinfection	1	LS	1850.00	1,850.00
Hydrostatic Pressure Testing	1	LS	1850.00	1,850.00
Temporary Jumper Connection	1	EA	2250.00	2,250.00
			Total	**605,530.00**

GENERAL CONSTRUCTION				
Density Testing	1	LS	4625.00	4,625.00
Erosion Control - Inlet Protection	14	EA	300.00	4,200.00
Erosion Control - Silt Fence	4000	LF	2.00	8,000.00
General Conditions	1	LS	25000.00	25,000.00
Mobilization	1	EA	5225.00	5,225.00
MOT - Traffic Control w/ Signs and Barricades	45	DAY	600.00	27,000.00
Surveying - Certified As-builts	1	LS	5050.00	5,050.00
Surveying - Construction Layout	1	LS	6500.00	6,500.00
Clearing and Grubbing	1	LS	15000.00	15,000.00
Excavation - Remove Unsuitable Material	1	LS	10000.00	10,000.00

DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
Trench Width Asphalt Pavement Removal and Replacement	170	SY	89.00	15,130.00
Sod - Bahia (R/W Only)	10440	SY	3.45	36,018.00
Traffic Control Sign - Remove & Reinstall	2	EA	100.00	200.00
			Total	**161,948.00**

TOTAL PROPOSAL:	**$767,478.00**

EXCLUSIONS:
Permits, Rock Removal, Remove and Replace Unsuitables, Concrete, Fencing, Irrigation, & Landscaping.

NOTES:

1) All MJDI Pressure Fittings Include Restraint.
2) **Due to the unstable cost of materials this quote is subject to pricing adjustments at time of material shipping.**
3) Proposal based on plans dated 11-19-21.

APPROVAL:
All work offered under this agreement is with Miller Pipeline LLC, and is expressly conditioned upon the terms and conditions attached hereto. Any additional or different terms which are not specifically agreed to in writing by Miller Pipeline LLC, are objected to.

ACCEPTANCE: The submitted pricing, scope of work, specifications, and conditions are satisfactory and are hereby accepted. Authorization is given to proceed with the work and order materials

Sincerely,

Charles D. Bell, P.E.
Engineering Manager

Signature Date

Name Printed

MILLER PIPELINE. LLC GENERAL TERMS AND CONDITIONS

1. **Entire Agreement**. This Quote, together with these Terms and Conditions and any documents referenced herein represent the entire agreement between Miller Pipeline, LLC ("Miller Pipeline") and Customer (collectively, the "Purchase Order"). These Terms and Conditions supersede any previous oral or written representation including any Purchase Order, Quotation or other similar document. Any modification to these terms must be agreed to, in writing, by both parties. Miller Pipeline's commencement of performance hereunder shall in all cases constitute Customer's unqualified acceptance of the Terms and Conditions herein.

2. **Warranties**. Miller Pipeline warrants that its services will be performed in a workmanlike manner and that any goods purchased from Miller Pipeline will be of good quality consistent with industry standards and materials and equipment agreed upon to be utilized. UNDER NO CIRCUMSTANCES SHALL MILLER PIPELINE HAVE ANY LIABILITY WHATSOEVER FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, such as, but not limited to, loss of profit or revenue; cost of capital; or claims resulting from contracts between Customer and its customers and/or suppliers. Unless expressly provided for herein, in no event shall Miller Pipeline or any affiliate of Miller Pipeline assume responsibility or liability for (a) penalties, penalty clauses or liquidated damages clauses of any description, (b) certifications or (c) indemnification of Customer or others for costs, damages or expenses arising out of or related to the products or services to be provided hereunder.

3. **Payment.** Miller Pipeline has the right to apply any monies paid by Customer towards any outstanding sums which Customer or any of Customer's affiliates owe to Miller Pipeline. Payment by Customer of invoiced amount(s) shall be due thirty (30) days from the order date. Miller Pipeline shall invoice Customer in arrears for all accepted modifications. The amount(s) owed are non-refundable, not subject to set-off and do not include any taxes, tariffs, duties or other governmental charges or expenses imposed in connection with this transaction. All amounts not paid pursuant to the agreed upon payment schedule shall be subjected to a late fee of 10% and shall bear interest at a rate of 2% per month, or such lower rate or rates as may be the maximum allowable by law. If Customer defaults in any payment when due under this Purchase Order or any other order, Miller Pipeline at its option without prejudice to its other lawful remedies, may suspend this order, defer delivery or cancel this contract.

Any and all additions, changes, alterations, deviations, and/or extras from the specifications provided on this Purchase Order shall be executed by Customer only upon written orders, and will become an extra charge over and above the price detailed on the Purchase Order. Customer shall have the authority to order minor changes in the work, not inconsistent with the intent of the Purchase Order, should such changes be reasonably necessary to render the proposal practicable.

4. **Default, Insolvency, etc.** If Customer shall default in any respect, including, but not limited to, the failure to make any payment when due to Miller Pipeline or non-performance of any obligations, become insolvent, make an assignment for the benefit of creditors, or if a petition in bankruptcy or insolvency is filed by or against such party under state or federal law, Miller Pipeline reserves the right to terminate and cancel the Purchase Order or any portion hereof in Miller Pipeline's sole discretion.

5. **Termination**. If Miller Pipeline's performance under the Purchase Order is stopped for a period of fourteen (14) days pursuant to force majeure, the order of any court or public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making performance unfeasible, through no act or fault of Customer, or if Customer fails to make payment to Miller Pipeline thirty (30) days from Miller Pipeline's invoice date or as provided in writing by Miller Pipeline, then Miller Pipeline may, without prejudice to any other rights or remedies of Miller Pipeline, terminate the Purchase Order.

6. **Force Majeure**. Miller Pipeline shall not be liable for any delays in delivery and/or the failure to perform due to causes beyond the reasonable control of Miller Pipeline, which causes shall include, without limitation, acts of God, acts or omission of Customer, acts of civil, governmental or military authorities, fire, labor problems (including lockouts, strikes and slowdowns), power surges or outages, epidemics, quarantine restrictions, flood, earthquakes, riot, terrorism, war, natural disasters, windstorms, delays in transportation or inability to obtain necessary labor, materials or supplies, and any other unpredictable causes.

7. **Governing Law and Jurisdiction**. This Purchase Order and/or agreement shall be governed by and construed in accordance with the laws of the State of Indiana without regard to conflicts of law principles. Customer, acting for itself and its successors and assigns, hereby expressly and irrevocably consents to the exclusive jurisdiction of the state and federal courts located in Marion County, Indiana, for any litigation which may arise out of or be related to the Purchase Order. Customer waives any objection based on *forum non conveniens* or any objection to venue of any such action.

8. **Indemnification**. Customer shall indemnify and hold harmless Miller Pipeline, its successors, assigns and agents from and against all losses, liabilities or claims for bodily injury, property damage or otherwise (including, but not limited to, professional and attorneys' fees), in any manner arising out of or resulting from the action or inaction of Customer, its agents, employees and/or subcontractors (other than Miller Pipeline).

9. **Attorneys' Fees**. In the event any collection effort is initiated by Miller Pipeline for a default hereunder or to recover any amount due to Miller Pipeline, or if any suit or action to enforce or to interpret any of the Terms and Conditions herein, or to recover damages as a result of breach of any provision of this Purchase Order, or any effort to complete collection, Miller Pipeline shall be entitled to recover from Customer all costs and expenses, including but not limited to, reasonable attorneys' fees, court costs, traveling and lodging expenses, costs of investigation and defense, accrued interest, consequential damages and any other reasonable expenses incurred by Miller Pipeline in initiating any collection efforts, prosecuting or defending such action and any appeal taken there from.

10. **Assignment/Amendment**. Customer shall not assign this Agreement without the written consent of the Miller Pipeline. Any amendment to this Agreement must be in writing and signed by both parties.

11. **Severability**. If any provision of this Purchase Order is declared invalid, the remaining provisions of this Purchase Order shall not be effected. The invalidity or unenforceability of any particular provision of this Purchase Order shall not affect the other provisions of the Purchase Order.

12. **Counterparts**. This Purchase Order may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same agreement, and may be executed and delivered by facsimile or electronic signature, which shall be considered an original.

KD IM-7646711 1.DOC

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Pay Application No. 1 for Downtown Municipal Parking Lot in the Amount of $64,536.30**

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity: Professional Services Group, LLC

Effective Date: Termination Date:

Managing Division/Department: DSD

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Improvements to the downtown municipal parking lot were approved by the City Commission in April, 2022 via WA 20 through Kimley-Horn & Associates. The contractor, Professional Services Group, LLC has submitted pay application number 1 in the amount of $64,536.30.

The project is budgeted through capital improvements.

Kimley»Horn

June 23, 2022

Jason McHugh
City Manager
City of Wildwood
100 North Main Street
Wildwood, FL 34785

RE: ***Downtown Wildwood Parking – Pay Application #1***
Kimley-Horn Project No. 142173396

Dear Mr. McHugh:

At this time, we received and reviewed 1 invoice submitted to us by Professional Services Group, LLC. Attached is the subject Application for Full and Final Payment in the amount of $64,536.30 as submitted to us. We recommend payment of this amount, and attest, based on our on-site observations and our review of the Application, that to the best of our knowledge and belief:

1. The Work has progressed to the point indicated.
2. The quality of the Work is predominantly in accordance with the Contract Documents, subject to:
    a. An evaluation of the Work as a functioning whole prior to or upon substantial completion;
    b. Any other qualifications stated in this recommendation.
3. The Contractor appears to have fulfilled the conditions precedent to being entitled to payment, insofar as it is our responsibility to observe the Work.

By making this recommendation, we do <u>not</u> attest that:

1. We have made exhaustive, continuous, or detailed on-site inspections to check the quality or quantity of the Work (beyond our responsibilities as specifically assigned in the Contract Documents);
2. We have made any examination as to how the Contractor has used any monies paid on account of the Contract Price, or to determine that title to any Work, materials, or equipment has passed to you free and clear of any lien, claim, security interest, or encumbrance.

Sincerely,

Mohammed N. Murad, P.E.
MNM/lws

Attachments: 1 Application for Payment

Cc: Jeremy Hockenbury, City of Wildwood
Melanie Peavy, City of Wildwood

K:\OCA_Civil\142173396-Downtown Wildwood Parking\CPS\payapplication\pay app 1\Ljm20220621mnm_#1 Revised.docx

CONSTRUCTION
SUBCONTRACTOR PAYMENT REQUISITION

FROM Marion Rock, Inc
5979 SE Maricamp Rd
Ocala, Fl, 34472
352-687-2023
nicole.marionrock@gmail.com

DATE 06/20/22
REQUISITION NO 1
PROJECT: Downtown Wildwood Parking Lot
PERIOD FROM 06/01/22 TO 06/20/22

EXECUTED CHANGE ORDERS

NO.	DATE	ADD (DEDUCT)	AMOUNT
Net Amount of Change Orders			$0.00

Original Contract Amount		$154,697.00
Net Amount of Change Orders		$0.00
Contract Sum To Date		$154,697.00
Completed to Date	(B)	$71,707.00
Material Stored	(B)	$0.00
Total Completed / Stored		$71,707.00
Retainage 10.00%		$7,170.70
Total Earned Less Retainage		$64,536.30
Less Previous Requisitions		
This Requisition		$64,536.30

(B) Attach documentation for accounts claimed

STATE OF FLORIDA
COUNTY OF Marion }

BEFORE ME, the undersigned authority, personally appeared Ryan Boutwell as V President of Marion Rock, Inc. who, after being dully sworn, deposes and says:

1. That for and in consideration of the payment of this subcontractor payment requisition, the undersigned hereby releases all liens, lien rights, claims, debts or demands of any kind or nature whatsoever which the undersigned now or might hereafter have against Owner, the building, property and/or premises described above, on account of all work, labor and materials furnished to the date hereof by or for the undersigned and used in and about the construction of any building situated on the above described property or any part thereof, or in improving the above described property or any part thereof. That the undersigned or at the direction of the undersigned, has paid for all work, labor performed and materials used on the above property by the undersigned to the date hereof, and this statement is given under oath to enable the undersigned to obtain partial payment from Owner; that all persons contracting directly with, or directly employed by the undersigned , or in connection with said improvements, and under and in connection with this contract between Owner and the undersigned regarding the premises, have been paid in full to date.
2. That in the event the undersigned is a corporation or partnership the undersigned represents and warrants that he is duly authorized to execute this Affidavit and Lien Release on behalf of such organization.

DATED this 20th day of June, 20 22

FEDERAL. ID# 59-3402323

Marion Rock, Inc.
Subcontractor

By Ryan Boutwell

SWORN TO and subscribed before this 20th day of June, 20 22

Nicole Almanza
Notary Public

Notary Public State of Florida
Nicole L Almanza
My Commission GG 290493
Expires 02/17/2023

rev. 05-03-11

Continuation Sheet (similar to G703)

A	B	C	D	E	F	G		H	I
			Work Completed						
Item No.	Description of Work	Scheduled Value	From Previous Applications (D + E)	This Period	Materials Presently Stored (Not in D or E)	Total Completed and Stored to Date (D + E + F)	% Complete (G / C)	Balance to Finish (C - G)	Retainage (10%)
1	Mobilization	7,250.00		7,250.00		7,250.00	100%	-	725.00
2	MOT per FDOT standards	7,875.00		4,000.00		4,000.00	51%	3,875.00	400.00
3	Roadway materials testing	4,125.00		2,000.00		2,000.00	48%	2,125.00	200.00
4	Erosion control, silt fence and inlet protection	9,525.00		9,525.00		9,525.00	100%	-	952.50
5	Demolition of existing asphalt and limerock base	10,397.00		10,397.00		10,397.00	100%	-	1,039.70
6	Remove existing handicap sigr	500.00		500.00		500.00	100%	-	50.00
7	Remove sidewalk (100SY $14.00)	1,400.00				-	0%	1,400.00	-
8	Sawcut and remove curb (85FT $12.00)	1,020.00				-	0%	1,020.00	-
9	Relocate existing light poles (2EA $3375.00)	6,750.00		6,750.00		6,750.00	100%	-	675.00
10	Relocate existing power poles and coordinate with power service provider (2EA $6480.00)	12,960.00		12,960.00		12,960.00	100%	-	1,296.00
11	10" Stab subgrade (600SY $14.75)	8,850.00		8,850.00		8,850.00	100%	-	885.00
12	Base group 8" double course limerock (LBR 100) max 6" lifts with 98% density (600SY $18.00)	10,800.00				-	0%	10,800.00	-
13	Superpave asphaltic concrete, traffic level C, high polmer SP 9.5 and superpave asphaltic concrete traffic level C, high polymer (1.50") SP 12.5 (600SY $43.00)	25,800.00				-	0%	25,800.00	-

Continuation Sheet (similar to G703)

14	Concrete flared driveway per FDOT index 522-003	8,785.00				-	0%	8,785.00	-
15	Concrete sidewalk 4" thick per FDOT index 522-001 (200SY $60.00)	12,000.00				-	0%	12,000.00	-
16	Type F curb per FDOT index 520-001 (40LF $40.00)	1,600.00				-	0%	1,600.00	-
17	Concrete wheel stop (16EA $85.00)	1,360.00				-	0%	1,360.00	-
18	Single post sign (Stop sign,ADA sign, no parking sign) (3EA $600.00)	1,800.00				-	0%	1,800.00	-
19	Painted pavement markings-parking (white) (6") (575LF $2.00)	1,150.00				-	0%	1,150.00	-
20	Painted pavement markings-parking (white) (disabled symbol)	165.00				-	0%	165.00	-
21	Painted pavement markings-parking (blue)(60LF $5.00)	300.00				-	0%	300.00	-
22	Thermoplastic pavement marking-stop bar (white) (24") (12LF $55.00)	660.00				-	0%	660.00	-
23	Performance turf (sod)(550sy $4.00)	2,200.00				-	0%	2,200.00	-
24	4' #57 stone (200 sy $27.00)	5,400.00				-	0%	5,400.00	-
25	Construction stakeout and certified asbuilts	6,550.00		4,000.00		4,000.00	61%	2,550.00	400.00
26	Performance bond	5,475.00		5,475.00		5,475.00	100%	-	547.50
						-			
						-			
						-			
						-			
						-			
						-			
						-			
						-			

Continuation Sheet (similar to G703)

	Totals	$ 154,697.00	$ -	$ 71,707.00	$ -	71707		$ 82,990.00	$ 7,170.70

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Owner Direct Purchase Control Panel & Equipment for Ashley WTP Well 2 for $65,680.00**

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity: Smart Energy Solutions

Effective Date: 6/14/2022 Termination Date:

Managing Division/Department: Utility Department Water Division

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The construction at the Ashley WTP is a Commission-approved project in the Utility 21/22 fiscal year budget. In an effort to reduce costs, the City will owner direct purchase the major equipment for the project. This purchase request is for the well control panel, VT SCADA upgrades and programming, and the miscellaneous components.

Staff recommends the direct purchase of equipment from Smart Energy Solutions (the City's VT SCADA and Controls provider) for the amount of $65,680.00. Funds are available in account 404-533-70-7352 (Ashley WTP Construction) with an outstanding balance of 380,000.00.

June 6, 2022

City of Wildwood
1290 Unit B Industrial Dr
Wildwood, FL 34785

Re: Wildwood Ashlie WTP Well #2 Addition

Dear Mr. Mark Odell

In accordance with the attached Terms and Conditions, Smart Energy Solutions is pleased to offer the following materials and services for the above referenced project. Your signature on this agreement will serve as your letter of intent. Smart Energy Solutions will proceed upon receipt of an official purchase order Our scope of work will include the following:

Well #2 Pump Control Panel, 480 Vac, 3 phase, 65 KAIC Rated
Nema type 12 painted steel with back panel
Incoming power surge arrestor, 480 Vac 3 Phase
Phase monitor
Main circuit breaker with disconnect operator
(1) Reduced voltage soft starter, 65 amperes minimum 480 Vac 3 phase
(3) RVSS fuses
(1) Isolation contactor
(1) Bypass contactor
(1) Motor contactor
Control power transformer with primary/secondary fuses
Motor heater circuit, 120 Vac
24 Vdc power supply
(1) Selector switch, Well #2, H-O-A
(1) Pushbutton, Reset
(1) Pilot Light, Well #2 Run
(1) Pilot Light, Well #2 Fail
(1) Pilot Light, Well #2 Over Temperature
(1) Run time meter
(AR)Time delay relays
(AR) Control relays
(AR) Fuse holders and terminals
Misc. panel components, nameplates, wire duct, terminals, etc.

5700 NW 60TH PL • PARKLAND, FL • 33067
PHONE: 248-252-2408

Field Equipment

(2) Pipe mount surge arrestor, 4-20 mA (PIT)
(1) Submersible pressure transmitter, 0-50 psi 125' cable
(1) Flowmeter with transmitter, 8"
(1) Nema 4X 304 SS operator station, Off – Remote
(1) Nema 4X 304 SS Motor termination junction box
Pressure switch, to be mounted and wired into existing Pressure Control Panel

Spare Parts

DC power supply
(2) Analog surge arrestors
(2) AC surge arrestor
(2) Pipe mount surge arrestor, 4-20mA
(5) Fuses each type used
(5) Indicator bulbs, each type used
(10) Corrosion inhibitor
(3) RVSS fuses
(2) Relays/Timers, each type used

Services:

1. Engineering associated with the equipment and materials listed above.
2. PLC/HMI programming associated with the equipment and materials listed above.
3. Start-up and training associated with the equipment and materials listed above.

Deliverables:

1. SUBMITTAL FOR APPROVAL: Submittal shall be submitted for approval within 6 weeks after acceptable purchase Agreement is received in the Office of Smart Energy Solutions.

2. DELIVERY: Equipment and Materials shall be delivered to the project site within _12 to 16 weeks after complete and acceptable approval is received in the Office of Smart Energy Solutions.

3. SERVICES: Services as outlined above.

Our scope of work shall be as outlined above. Our fee shall be $ 65,680.00 , lump sum and shall be based om the following:

1. Twenty-five (25%) payable at the time of approval of submittals and/or prior to release of equipment to manufacturing.

2. Balance of material payable upon shipment of equipment and materials to the job site.

3. Remaining percentage to be billed monthly based on percentage of completion.

Upon receipt of a Tax Exemption Certificate, the Sales Tax will be eliminated from said invoice.

Retainage is neither offered nor accepted.

Very truly yours,

Ron Robinette

ACCEPTED_____DATE_____

Smart Energy Solutions

Terms and Conditions

ACCEPTANCE: This proposal is an invitation for an offer and will become a binding contract when accepted.

LIMITATION OF PROPOSAL: The prices and terms quoted in this proposal are subject to acceptance by the Purchaser within a period of (30) calendar days from the date herein.

EXCLUSIONS: This proposal is based solely and completely on specifications submitted to Smart Energy Solutions LLC (SES) at the time of the writing of the proposal. General plans and specification not actually submitted shall not apply. This proposal, together with all annexed specifications, when accepted, shall be the complete agreement between the parties; and any alternations or unusual and undisclosed conditions or deviations from the above specifications involving extra costs shall be agreed upon in writing by both parties and shall become an additional charge over and above the proposal price set forth herein. Delays or impossibility of performance by SES because of strikes, accidents, or other reasons beyond the control of SES shall relieve us from all liability herein.

SHIPMENT: Time of shipment shall be as stated in the proposal after receipt of order and acceptance and final approval of all drawings and submittal.

TERMS OF PAYMENT: Terms are Net 30 days, with approved credit. Otherwise, alternate arrangements must be made. These terms and conditions have control over any terms presented by Buyer, through a purchase order or otherwise. We reserve the right to cancel the contract or cease work if payments thereon are not received when due. 1.5% per month shall be charged on all unpaid balances.

TAXES: The Purchaser shall pay any local, state or federal sales, excise or use tax imposed on the equipment in addition to the prices quoted.
Intellectual Property (programs, drawings) remains the property of SES and will grant the end user a lifetime license for their use. End user agrees to not share with a third party said property without written authorization by SES.

WARRANTY LIMITATION: There are no warranties that extend beyond the warranties herein after expressed.

WARRANTIES: All work shall be done in a workmanlike manner according to standard practices. We warrant performance against defects in materials and workmanship for a period of twelve (12) months from the date of shipment from SES. We agree to pass on to the Purchaser such warranties, if any, as may be extended by the manufacturer for material supplied. Labor for replacing defective materials shall not be provided by us unless it is specifically spelled out in the proposal. We shall not be responsible for materials damaged, lost or stolen after delivery, through no fault of ours, or for failure to deliver and perform because of reasons beyond our control.

EXCLUSIVE REMEDIES: Remedies are limited to the repair or replacement at FOB point of delivery. Consequential damages are excluded. In no event shall SES be responsible for consequential damages of any such defective material or workmanship including, but not limited to, the Purchaser's loss of material or profits, increased expenses of operation, downtime or reconstruction of the work, and in no event shall SES's obligation under this warranty exceed the original contract price of the defective item. It is agreed that any action for breach of express or implied warranty shall be initiated within fifteen (15) months of the date of shipment by SES and only those defects that are documented to have occurred within twelve (12) months from the date of the equipment's start-up and acceptance or (18) eighteen months from the date of SES's shipment will be covered by the warranty.

DISCLAIMER: SES will not be responsible for damage to equipment or materials through improper installation, storage, improper services, or through attempts to operate it in excess of its rated capacity or recommended use, intentional or otherwise, by parties other than SES or its authorized representatives.

CONDITIONS OF SALE: Prices quoted are those now in effect. Seller reserves the right to bill at the prices in effect at the time of shipment if the proposal is not accepted in writing within thirty (30) days, unless a longer term of validity is in writing on the proposal.

LIMITATIONS OF LIABILITY

A. Neither Seller nor its suppliers of any tier will be liable to Purchaser, whether in contract, in tort (including negligence and strict liability), under any warranty or otherwise, for any special, indirect, incidental, or consequential loss or damage whatsoever, or for loss of or to the plant, loss of use of equipment or power system, cost of capital, loss of profits or revenue or the loss of use thereof, cost of environmental damage or clean-up, or claims of customers of Purchaser. The remedies set forth herein are exclusive, and the total cumulative liability of seller and it suppliers under any purchase order or any act or omission in connection therewith or related thereto, whether in contract, in tort (including negligence and strict liability), under any warranty, or otherwise, will be limited to the price of the contract.

B. The provisions of this Article shall survive termination, cancellation or expiration of the purchase order and shall apply, notwithstanding any other provisions of this Agreement or any related document thereto, to the fullest extent permitted by law. Prior to the transfer of any equipment or material furnished or for which work is furnished hereunder from the project site (except temporarily for repair work or permanently for disposal), or the transfer of any interest therein or in the plant, Purchaser shall obtain for Seller written assurances from the transferee of limitation of and protection against liability following the proposed transfer at least equivalent to that afforded seller and its suppliers under the purchase order.

SMART ENERGY SOLUTIONS

June 23, 2022

Mark Odell
City of Wildwood
100 N. Main Street
Wildwood Fl 34785

Reference: Ashlie WTP Well #2 Addition

Mr. Odell as we discussed on the phone Smart Energy Solutions is the sole source provider for TCP panels in Florida.

TPC was the original manufacture of the control system and made provisions for a future Well pump to be programmed into the system so to ensure seamless function the modifications should be by the original programmers and suppliers.

If you have any additional questions, please call me at any time.

Ron Robinette

Ron Robinette VP of Sales
Smart Energy Solutions
3398 SE 20th Lane
Sumterville, FL 33585
Cell 321 229-7643 **ron@smartenergy1.com**

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Sanitary Gravity Sewer Pipe Lining for Jackson Street for $204,898.00**

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity: Envirowaste Services Group, Inc.

Effective Date: 6/21/2022 Termination Date:

Managing Division/Department: Utility Department Wastewater Division

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The Public Works Department has identified Jackson Street in its Pavement Management Plan for road and stormwater improvements. The City has an existing 8-inch gravity sewer line which is old and made of clay pipe material. The construction activities and the heavy equipment used will damage the old line. In an effort to minimize the impact and interruption of service to our customers, staff is requesting to have a new PE/PVC liner installed inside the pipe. This project will need to be completed before the road and stormwater improvements are started. Envirowaste Services Group, Inc. has provided the City with a "Piggyback" contract from the Broward County Board of County Commissioners. (See Attached). Staff requested quotes from multiple other vendors, with no responses.

Staff recommends that Envirowaste Services Group, Inc. perform the relining of the 8-inch gravity sewer main on Jackson Street for $204,898.00. The project will be charged to the Jackson St Improvements line item of the Capital Improvement Fund (301-541-60-6307).

Solicitation OPN2118843B1

Gravity Sewer Main Point Repairs

Bid Designation: Public

BROWARD COUNTY
FLORIDA
Purchasing Division
www.broward.org/purchasing

Broward County Board of County Commissioners

Bid OPN2118843B1
Gravity Sewer Main Point Repairs

Bid Number	OPN2118843B1
Bid Title	Gravity Sewer Main Point Repairs
Bid Start Date	May 22, 2019 1:36:38 PM EDT
Bid End Date	Jun 17, 2019 2:00:00 PM EDT
Question & Answer End Date	Jun 3, 2019 5:00:00 PM EDT
Bid Contact	Amy Almanzar Purchasing aalmanzar@broward.org
Contract Duration	1 year
Contract Renewal	4 annual renewals
Prices Good for	120 days
Pre-Bid Conference	May 30, 2019 3:00:00 PM EDT Attendance is optional Location: Broward County Water and Wastewater Services 2555 West Copans Road Building 2, 1st Floor Training Room Pompano Beach, FL 33069 Attendance at the pre-bid conference is optional. This information session presents an opportunity for vendors to clarify any concerns regarding the bid requirements. The vendor is cautioned that, although the site visit/pre-bid conference is optional, no modification or any changes will be allowed in the pricing because of the failure of the vendor(s) to have visited the site or to have attended the conference. If you require any auxiliary aids for communication, please call 954-357-6066 so that arrangements can be made in advance.
Bid Comments	**Scope:** **Scope includes, but is not limited to, the furnishing of all labor, materials, equipment, services and incidentals for Gravity Sewer Main Point Repairs.** **Goal Participation:** **This solicitation includes participation goals for Broward County certified County Business Enterprises. Refer to Special Instructions and the Office of Economic and Small Business Development Requirements section for additional information.** **County/State License Requirements: In order to be considered a responsive and responsible Vendor for the scope of work set forth in this solicitation, the Vendor must possess a specified license at the time of submittal (refer to Special Instructions for requirements).** **Bid Guaranty: Each submittal shall be accompanied by a bid guaranty in an amount equal to five percent (5%) of the bid amount (refer to Bid Guaranty, Performance and Payment Guaranties, and Qualifications of Surety Requirements).** **Questions and Answers: The County provides a specified time for Vendors to ask questions and seek clarification regarding the requirements of the solicitation. All questions or clarification inquiries must be submitted through BidSync by the date and time referenced in the solicitation document (including any**

addenda). The County will respond to all questions via Bid Sync.

Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync. Refer to the Purchasing Division website or contact BidSync for submittal instructions. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through BidSync, immediately notify the Purchasing Agent and then contact BidSync for technical assistance.

This is a group bid. A bidder must bid on all items within the group to be considered for award of that group. Bidder to indicate "no charge" for those items that are included at no additional charge.

The bid allowance amount of $65,000 will be added automatically to each vendor's bid in Bidsync. Refer to Special Instructions to Vendors, Section K, Pass Thru Allowances for additional information.

Item Response Form

Item	OPN2118843B1--01-01 - Group 1: Urgent Call Out, mobilization/demobilization
Lot Description	Group 1
Quantity	2 each
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 Qty 2

Description
Urgent Call Out, mobilization/demobilization

Item	OPN2118843B1--01-02 - Group 1: Sewer Cleaning and Video Taping
Lot Description	Group 1
Quantity	400 linear foot
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 Qty 400

Description
Sewer Cleaning and Video Taping

Item	OPN2118843B1--01-03 - Group 1: Sewer Video Taping Only
Lot Description	Group 1
Quantity	200 linear foot
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A

envirowaste services group, Inc

Bid Contact julio fojon
eddy.barba@envirowastesg.com
Ph 305-637-9665

Address 18001 old cutler road
#554
miami, FL 33157

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
OPN2118843B1--01-01	Group 1: Urgent Call Out, mobilization/demobilization	Supplier Product Code:	First Offer - $1,500.00	2 / each	$3,000.00	Y	Y
OPN2118843B1--01-02	Group 1: Sewer Cleaning and Video Taping	Supplier Product Code:	First Offer - $4.00	400 / linear foot	$1,600.00		Y
OPN2118843B1--01-03	Group 1: Sewer Video Taping Only	Supplier Product Code:	First Offer - $3.00	200 / linear foot	$600.00		Y
OPN2118843B1--01-04	Group 1: Sewer Cleaning Only	Supplier Product Code:	First Offer - $3.00	600 / linear foot	$1,800.00		Y
OPN2118843B1--01-05	Group 1: Grout Leaking Joints in 6 to 12 inch pipe	Supplier Product Code:	First Offer - $100.00	5 / each	$500.00		Y
OPN2118843B1--01-06	Group 1: Grout Leaking Joints in 14 to 20 inch pipe	Supplier Product Code:	First Offer - $100.00	5 / each	$500.00		Y
OPN2118843B1--01-07	Group 1: Grout Leaking Joints in 24 to 30 inch pipe	Supplier Product Code:	First Offer - $150.00	2 / each	$300.00		Y
OPN2118843B1--01-08	Group 1: Grout Leaking (MAS) 0 to 6-foot deep	Supplier Product Code:	First Offer - $1,500.00	2 / each	$3,000.00		Y
OPN2118843B1--01-09	Group 1: Grout Leaking (MAS) 6 to 12-foot deep	Supplier Product Code:	First Offer - $1,750.00	1 / each	$1,750.00		Y
OPN2118843B1--01-10	Group 1: Grout Leaking (MAS) 12-foot deep and deeper	Supplier Product Code:	First Offer - $2,000.00	1 / each	$2,000.00		Y
OPN2118843B1--01-11	Group 1: Grout Leaking Lateral (up to 5 feet from main)	Supplier Product Code:	First Offer - $350.00	5 / each	$1,750.00		Y
OPN2118843B1--01-12	Group 1: Grout Leaking Lateral (up to 20 feet from main)	Supplier Product Code:	First Offer - $500.00	5 / each	$2,500.00		Y
OPN2118843B1--01-13	Group 1: Grout Leaking Lateral from cleanout	Supplier Product Code:	First Offer - $500.00	5 / each	$2,500.00		Y
OPN2118843B1--01-14	Group 1: Grout pipe in place for abandonment 6-inch	Supplier Product Code:	First Offer - $10.00	200 / linear foot	$2,000.00		Y

OPN2118843B1--01-15	Group 1: Grout pipe in place for abandonment 8-inch	Supplier Product Code:	First Offer - $12.00	200 / linear foot	$2,400.00	Y
OPN2118843B1--01-16	Group 1: Grout pipe in place for abandonment 10-inch	Supplier Product Code:	First Offer - $15.00	200 / linear foot	$3,000.00	Y
OPN2118843B1--01-17	Group 1: Grout pipe in place for abandonment 12-inch	Supplier Product Code:	First Offer - $18.00	200 / linear foot	$3,600.00	Y
OPN2118843B1--01-18	Group 1: Jet Vacuum Cleaning Sewer Pipe - 8 to 24 inch	Supplier Product Code:	First Offer - $6.00	100 / linear foot	$600.00	Y
OPN2118843B1--01-19	Group 1: Jet Vacuum Cleaning Sewer Pipe - 27 to 36 inch	Supplier Product Code:	First Offer - $10.00	50 / linear foot	$500.00	Y
OPN2118843B1--01-20	Group 1: Furnish and Install 8 inch Diameter PVC/PE Liner	Supplier Product Code:	First Offer - $38.00	100 / linear foot	$3,800.00	Y
OPN2118843B1--01-21	Group 1: Furnish and Install 10 inch Diameter PVC/PE Liner	Supplier Product Code:	First Offer - $42.00	100 / linear foot	$4,200.00	Y
OPN2118843B1--01-22	Group 1: Furnish and Install 12 inch Diameter PVC/PE Liner	Supplier Product Code:	First Offer - $47.00	100 / linear foot	$4,700.00	Y
OPN2118843B1--01-23	Group 1: Furnish and Install 15 inch Diameter PVC/PE Liner	Supplier Product Code:	First Offer - $55.00	100 / linear foot	$5,500.00	Y
OPN2118843B1--01-24	Group 1: Furnish and Install 16 to 18 inch Diameter PVC/PE Liner	Supplier Product Code:	First Offer - $65.00	100 / linear foot	$6,500.00	Y
OPN2118843B1--01-25	Group 1: Furnish and Install 20 to 24 inch Diameter PVC/PE Liner	Supplier Product Code:	First Offer - $115.00	50 / linear foot	$5,750.00	Y
OPN2118843B1--01-26	Group 1: Furnish and Install 30 inch Diameter PVC/PE Liner	Supplier Product Code:	First Offer - $190.00	50 / linear foot	$9,500.00	Y
OPN2118843B1--01-27	Group 1: Furnish and Install 6 to 8 inch Diameter Cure in Place Pipe liner up to 8 feet i	Supplier Product Code:	First Offer - $3,000.00	2 / each	$6,000.00	Y
OPN2118843B1--01-28	Group 1: Furnish and Install 10 inch Diameter Cure in Place Pipe liner up to 8 feet in l	Supplier Product Code:	First Offer - $3,250.00	2 / each	$6,500.00	Y
OPN2118843B1--01-29	Group 1: Furnish and Install 12 inch Diameter Cure in Place Pipe liner up to 8 feet in l	Supplier Product Code:	First Offer - $3,500.00	2 / each	$7,000.00	Y
OPN2118843B1--01-30	Group 1: Furnish and Install 14 to 16 inch Diameter Cure in Place Pipe	Supplier Product Code:	First Offer - $4,000.00	2 / each	$8,000.00	Y

	liner up to 8 fee					
OPN2118843B1--01-31	Group 1: Furnish and Install 18 inch Diameter Cure in Place Pipe liner up to 8 feet in l	Supplier Product Code:	First Offer - $4,500.00	1 / each	$4,500.00	Y
OPN2118843B1--01-32	Group 1: Furnish and Install 20 to 24 inch Diameter Cure in Place Pipe liner up to 8 fee	Supplier Product Code:	First Offer - $5,000.00	1 / each	$5,000.00	Y
OPN2118843B1--01-33	Group 1: Furnish and Install 30 inch Diameter Cure in Place Pipe liner up to 8 feet in l	Supplier Product Code:	First Offer - $7,000.00	1 / each	$7,000.00	Y
OPN2118843B1--01-34	Group 1: Tankering	Supplier Product Code:	First Offer - $200.00	30 / hour	$6,000.00	Y
OPN2118843B1--01-35	Group 1: Vacuum Truck	Supplier Product Code:	First Offer - $200.00	40 / hour	$8,000.00	Y
OPN2118843B1--01-36	Group 1: By-pass pumping of sewage	Supplier Product Code:	First Offer - $100.00	40 / hour	$4,000.00	Y
OPN2118843B1--01-37	Group 1: Well Point Equipment, 6 inch pump	Supplier Product Code:	First Offer - $200.00	40 / hour	$8,000.00	Y
OPN2118843B1--01-38	Group 1: Excavation Safety	Supplier Product Code:	First Offer - $50.00	20 / cubic yard	$1,000.00	Y
OPN2118843B1--01-39	Group 1: Flag Person	Supplier Product Code:	First Offer - $50.00	30 / hour	$1,500.00	Y
OPN2118843B1--01-40	Group 1: Work Zone Signs	Supplier Product Code:	First Offer - $10.00	40 / each	$400.00	Y
OPN2118843B1--01-41	Group 1: Plastic Water-Filled Barrier Wall	Supplier Product Code:	First Offer - $25.00	15 / each	$375.00	Y
OPN2118843B1--01-42	Group 1: Barricades Type I, II, III, Drums	Supplier Product Code:	First Offer - $25.00	50 / day	$1,250.00	Y
OPN2118843B1--01-43	Group 1: Advance Warning Arrow	Supplier Product Code:	First Offer - $100.00	10 / day	$1,000.00	Y
OPN2118843B1--01-44	Group 1: High Intensity Flashing Lights	Supplier Product Code:	First Offer - $20.00	10 / day	$200.00	Y
OPN2118843B1--01-45	Group 1: Furnish and Install Sod	Supplier Product Code:	First Offer - $1.00	1000 / square foot	$1,000.00	Y
OPN2118843B1--01-46	Group 1: Temporary Cold Patch Asphalt 2 inch depth	Supplier Product	First Offer - $40.00	20 / square yard	$800.00	Y

		Code:				
OPN2118843B1--01-47	Group 1: 2 inch Asphaltic Concrete w/8 inch lime rock base	Supplier Product Code:	First Offer - $50.00	100 / square yard	$5,000.00	Y
OPN2118843B1--01-48	Group 1: 1 inch Asphaltic Concrete w/16 inch lime rock base	Supplier Product Code:	First Offer - $50.00	200 / square yard	$10,000.00	Y
OPN2118843B1--01-49	Group 1: 2 inch Asphaltic Concrete w/16 inch lime rock base	Supplier Product Code:	First Offer - $60.00	10 / square yard	$600.00	Y
OPN2118843B1--01-50	Group 1: 4 inch Asphaltic Concrete w/24 inch lime rock base	Supplier Product Code:	First Offer - $80.00	10 / square yard	$800.00	Y
OPN2118843B1--01-51	Group 1: Replacement of 6 inch Concrete Sidewalk	Supplier Product Code:	First Offer - $100.00	15 / square yard	$1,500.00	Y
OPN2118843B1--01-52	Group 1: Concrete 3,500 psi	Supplier Product Code:	First Offer - $200.00	20 / cubic yard	$4,000.00	Y
OPN2118843B1--01-53	Group 1: Superintendent	Supplier Product Code:	First Offer - $70.00	40 / hour	$2,800.00	Y
OPN2118843B1--01-54	Group 1: Foreman	Supplier Product Code:	First Offer - $10.00	240 / hour	$2,400.00	Y
OPN2118843B1--01-55	Group 1: Pipe layer	Supplier Product Code:	First Offer - $10.00	600 / hour	$6,000.00	Y
OPN2118843B1--01-56	Group 1: Laborer	Supplier Product Code:	First Offer - $10.00	640 / hour	$6,400.00	Y
OPN2118843B1--01-57	Group 1: Excavator/ Backhoe CAT 225 or Equal	Supplier Product Code:	First Offer - $250.00	70 / hour	$17,500.00	Y
OPN2118843B1--01-58	Group 1: Wheel Loader CAT 926 or Equal	Supplier Product Code:	First Offer - $200.00	70 / hour	$14,000.00	Y
OPN2118843B1--01-59	Group 1: Backhoe Loader CAT 416 or Equal	Supplier Product Code:	First Offer - $250.00	60 / hour	$15,000.00	Y
OPN2118843B1--01-60	Group 1: Bulldozer CAT D-3 or Equal	Supplier Product Code:	First Offer - $150.00	30 / hour	$4,500.00	Y
OPN2118843B1--01-61	Group 1: Double Drum Compactor, Wacker W74 or Equal	Supplier Product Code:	First Offer - $75.00	40 / hour	$3,000.00	Y
OPN2118843B1--01-62	Group 1: Vibratory Plate Compactor, VPR 1740 or Equal	Supplier Product Code:	First Offer - $200.00	40 / hour	$8,000.00	Y
OPN2118843B1--01-63	Group 1: 19 Yard Dump	Supplier	First Offer - $200.00	50 / hour	$10,000.00	Y

	Truck	Product Code:				
OPN2118843B1--01-64	Group 1: CFM Air Compressor w/hose and hammer	Supplier Product Code:	First Offer - $200.00	20 / hour	$4,000.00	Y
OPN2118843B1--01-65	Group 1: 4 inch Centrifugal Pump with 50 ft discharge	Supplier Product Code:	First Offer - $200.00	30 / hour	$6,000.00	Y
OPN2118843B1--01-66	Group 1: 4 inch Diaphragm Pump with 50 ft discharge	Supplier Product Code:	First Offer - $200.00	30 / hour	$6,000.00	Y
OPN2118843B1--01-67	Group 1: 6 inch hydraulic pump with 50 ft discharge hose	Supplier Product Code:	First Offer - $200.00	30 / hour	$6,000.00	Y
OPN2118843B1--01-68	Group 1: 8 inch hydraulic pump with 50 ft discharge hose	Supplier Product Code:	First Offer - $200.00	20 / hour	$4,000.00	Y
OPN2118843B1--01-69	Group 1: 7 inch Self Priming Silent Pump	Supplier Product Code:	First Offer - $200.00	20 / hour	$4,000.00	Y
OPN2118843B1--01-70	Group 1: Ride-On Sweeper	Supplier Product Code:	First Offer - $100.00	20 / hour	$2,000.00	Y
OPN2118843B1--01-71	Group 1: Skid Steer Track Loader	Supplier Product Code:	First Offer - $250.00	20 / hour	$5,000.00	Y
Bid Allowance			$65,000.00			

Lot Total **$299,875.00**

Supplier Total **$299,875.00**

BROWARD COUNTY FLORIDA
Finance and Administration Services Department
PURCHASING DIVISION
115 S. Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6066 | FAX 954-357-8535 | broward.org/Purchasing
Hours of Operation: Monday through Friday 8:30 a.m. to 5:00 p.m.

AWARD MEMORANDUM CHECKLIST

Date: August 5, 2019

Agent: Amy Almanzar, Purchasing Agent, Senior

AMY ALMANZAR Digitally signed by AMY ALMANZAR DN: dc=city, dc=broward, dc=bc, ou=Organization, ou=BCC, ou=PU, ou=Users, cn=AMY ALMANZAR Date: 2019.08.05 11:59:48 -04'00'

CHRISTINE CALHOUN Digitally signed by CHRISTINE CALHOUN Date: 2019.09.04 16:14:54 -04'00'

Solicitation No. and Title: OPN2118843B1, Gravity Sewer Main Point Repairs

1. AWARD INFORMATION: **CLEAN LOW BID AWARD**
   ☒ Open End

   Vendor: Envirowaste Services Group, Inc.
   Vendor Number: VC00039189
   Award: $364,875
   Master Agreement Total Five Year Potential Estimated Contract Amount: $1,824,375
   MA No.: OPN2118843B1

2. CONTRACT PERIODS (if open-end):

Initial Term:	Date of Award	to	One Year Later
Renewal No.1:	One Year from Date of Award	to	One Year Later
Renewal No.2:	Two Years from Date of Award	to	One Year Later
Renewal No.3:	Three Years from Date of Award	to	One Year Later
Renewal No.4:	Four Years from Date of Award	to	One Year Later

3. BASIS FOR AWARD: ☒ Low ☐ Single ☐ Responsive ☐ Responsible
   ☐ Waive:
   ☐ Clarification:
   ☒ Price Analysis/Justification: Prices deemed fair and reasonable. Refer to Price Analysis.

4. REJECT INFORMATION: Not Applicable

5. SOLICITATION INFORMATION:
   RQM No.: WWO0002707
   Folder No.: 2118843
   Client Agency: Water & Wastewater Services
   ☒ Unclassified/Not Assigned (Open Market)
   ☐ Addenda: [Insert Number]
   ☐ Price Escalation (Describe):

   The solicitation posted on May 22, 2019 and opened on June 17, 2019 with three (3) responses received and no declinations.

A Service of the Broward County Board of County Commissioners
Excellence in Public Procurement – Our Best, Nothing Less.

6. Office of Economic and Small Business Development (OESBD):

☒ OESBD has reviewed this solicitation and this firm meets the County Business Enterprise (CBE) goal requirements, and therefore is considered a responsive and responsible bidder under the OESBD provisions of this contract.

7. ATTACHMENTS:

☒ PAR ☒ Bid Tab ☒ OESBD Memo ☒ Using Agency Concurrence

☒ Other: Price Analysis

8. ADDITIONAL INFORMATION AND/OR SUMMARY:

The purpose of this contract is for repairing gravity sewer mains throughout Broward County which includes video inspection of mains and laterals, grouting, lining, excavate and replacement of pipe and access structures. These services could be provided in all Commission Districts.

There is no previous contract for these services. Previous purchases were completed via various contracts.

Two vendor performance evaluations have been completed for Envirowaste Services Group, Inc.; they have an overall rating of 2.93 out of a possible rating of 5.0.

The Recommendation for Award will be posted once approved.

A low bid report will be sent to the Board of County Commissioners.

Award will be contingent on no protests received or Board pulls.

9. APPROVE:

☒ In accordance with the Broward County Procurement Code Section 21.14.d, award bids up to $500,000, provided that more than one bidder has submitted a response; and award bids in **any** amount over $500,000, provided that no bidder has been determined to be nonresponsive or nonresponsible.

10. ALL AWARDS will be contingent upon no protests, no Board pull, receipt of bonds, and receipt of insurance as applicable.

APPROVAL AUTHORITY FOR LOW BID AWARDS
Per Requirements of 9.2

☑ APPROVE ☐ DISAPPROVE

BRENDA BILLINGSLEY Digitally signed by BRENDA BILLINGSLEY Date: 2019.09.27 13:45:36 -04'00'

Brenda J. Billingsley, Director
Purchasing Division

Date

A Service of the Broward County Board of County Commissioners
Excellence in Public Procurement – Our Best. Nothing Less.

ENVIROWASTE SERVICES GROUP, INC.

SPECIFIC WORK ORDER
BETWEEN
ENVIROWASTE SERVICES GROUP, INC.
(THE "CONSULTANT")
AND
CITY OF WILDWOOD
CIPP Lining Services FY21-22
JACKSON STREET (Kilgore St. to Wilson St.)
Attn: Jason Martin
P/D #3322

The parties to this Specific Work Order are parties to this Professional Services dated June 13th, 2022, (the "Agreement"). The parties hereto agree that all of the terms and conditions set forth in the Agreement are in full force and effect and incorporated herein by reference. The terms and conditions of the Agreement shall govern and control over any inconsistent terms or conditions contained in this Specific Work Order except as to the scope of work to be performed and the fees for such work which are set forth herein and which shall control. Capitalized terms used in this Specific Work Order that are not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

RE: Proposal to Perform Sewer Cleaning & Video Taping, Furnish & Install an estimated 3,694' of PVC/PE Liner & Reinstate 58 Service Laterals as per Broward County - Bid #OPN2118843B1- Gravity Sewer Main Point Repairs.

Line Item	Description	Unit of Measure	Pipe Size	Quantity	Unit Price	Extended Price
1.1	Group 1: Mobilization	EA	n/a	1	$1,500.00	**$1,500.00**
1.4	Group 1: Sewer Cleaning & Video Taping	LF	8"	3,694	$4.00	**$14,776.00**
1.12	Group 1: Grout Leaking Lateral (service re-instatement)	EA	8"	58	$500.00	**$29,000.00**
1.20	Group 1: Furnish & Install 8-inch Diameter PVC/PE Liner	LF	8"	3,694	$38.00	**$140,372.00**
1.39	Group 1: Flag Person	HR	all	45	$50.00	**$2,250.00**
1.67	Group1: 6-inch Hydraulic Pump w/ 50' hose	HR	all	85	$200.00	**$17,000.00**
TOTAL						**$204,898.00**

***The City of Wildwood shall provide a place to dump the solids & the liquids shall be de-canted back into the system. **Linear Footage was wheeled off estimate from center lid to center lid. Actual lined linear footage will be invoiced for.**

SERVICE CHARGE: IF ANY PAYMENT DUE HEREUNDER OR PURSUANT TO ANY SPECIFIC WORK ORDER IS NOT RECEIVED BY THE CONSULTANT WITHIN THIRTY (30) DAYS AFTER ITS DUE DATE, A SERVICE CHARGE IN THE AMOUNT OF ONE AND ONE-HALF PERCENT (1.5%) OF THE UNPAID BALANCE WILL BE CHARGED TO THE CLIENT (THE "SERVICE CHARGE"). THE SERVICE CHARGE SHALL BE APPLIED MONTHLY AND ANY PREVIOUSLY UNPAID SERVICE CHARGE WILL BE ADDED TO THE UNPAID BALANCE. The Client hereby authorizes the Consultant to commence the work (commencement date) required under this Specific Work Order on _____. **IN WITNESS WHEREOF,** the parties have duly executed this Specific Work Order as of the day and year first above written. The fees, cost or prices for the work proposed shall expire thirty (30) days from the date first above written.

GENERAL TERMS AND CONDITIONS

General Conditions: These general conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by EWSG for the Customer. EWSG will always follow Customer's instructions both verbal and written.

Customer Provided Labor: Where the Customer provides labor for EWSG, the Customer will indemnify EWSG for liability, loss or expense for work related injuries to those laborers not provided by EWSG. The Customer agrees to waive all rights to subrogation against EWSG arising out of the work in the Agreement.

Customers Responsibilities: Customer will provide mechanical services. Operation and control of Customer's equipment is the Customer's responsibility. If EWSG cannot continue its work due to circumstance caused or allowed by Customer and of which EWSG was not apprised prior to starting the work, an hourly fee will be charged.

Damage Limitations: Under no circumstances will EWSG be responsible for indirect, incidental or consequential damages. EWSG also is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services.

ENVIRO
WASTE SERVICES GROUP

MIAMI – ORLANDO – TAMPA – FT. LAUDERDALE – GEORGIA – NORTH CAROLINA
EWSG.COM | 18001 OLD CUTLER ROAD, MIAMI, FLORIDA 33157 | 877.637.9665
MARTIN WHITT | C. 786.971.9041 | MARTINWHITT@EWSG.COM

Pre-existing Conditions: EWSG will not be responsible for liability, loss or expense (including damage caused by the backup of basement sewers or the use of fire hydrants) where the primary cause of the claim or damage is pre-existing conditions including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of EWSG's work. Customer is responsible for loss of service equipment caused by the pre-existing conditions on the job site.

Environmental Conditions: The debris is represented to EWSG to be non-hazardous, requiring no manifesting or special permitting. The Customer will be responsible for any additional costs or claims associated with treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project.

Indemnification: The Customer and EWSG will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Customer also will indemnify EWSG for liability, loss and expense resulting from EWSG's services if EWSG is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer.

Credit Policy: Regular Terms.... Customers shall be required to remit payment to EWSG within 10 days of customer receiving payment for EWSG's completion of job and scope of work for this project and or PO.

Sectional Installation: Customer acknowledges the installation of a Sectional Liner for the purpose of rehabilitating a damaged pipeline does not guarantee additional repair work will not be required even with proper installation. Should it be determined additional repair work will be required EWSG will provide additional services as agreed upon with the Customer. Such costs for additional services will be born by the customer and agreed upon in writing prior to the initiation of additional work.

Entire Agreement: This proposal together with any written documents which may be incorporated by specific reference herein constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by EWSG of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition or provision hereof.

"CLIENT"	"CONSULTANT" **ENVIROWASTE SERVICES GROUP, INC,** A Florida Corporation
_____ BY	Martin Whitt EnviroWaste Services Group, Inc
_____ TITLE	Business Development Manager TITLE
_____ DATED	6/13/22 DATE

ENVIRO
WASTE SERVICES GROUP

MIAMI – ORLANDO – TAMPA – FT. LAUDERDALE – GEORGIA – NORTH CAROLINA
EWSG.COM | 18001 OLD CUTLER ROAD, MIAMI, FLORIDA 33157 | 877.637.9665
MARTIN WHITT | C. 786.971.9041 | MARTINWHITT@EWSG.COM

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **City Hall HVAC Renovation Pay App #3 in the Amount of $150,602.15**

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity:

Effective Date: Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Air Mechanical & Services Corporation (AMSCO) was awarded the project bid to renovate the HVAC system at City Hall. AMSCO is requesting payment #3 in the amount of $150,602.15. The payment is for completed work less retainage through April 29th, 2022. The amount requested has been reviewed and approved by the City's project architect.

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF PAGES

TO OWNER: CITY OF WILDWOOD
100 NORTH MAIN STREET
WILDWOOD, FL 34785

PROJECT: WILDWOOD CITY HALL
CHILLER,CHLR LOOP,PIPING,CTRLS
100 N MAIN ST
WILDWOOD, FL 34785

APPLICATION NO.: 3
PERIOD TO: 4/29/22
PROJECT NOS.: 22-00164

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM CONTRACTOR: AIR MECHANICAL & SERVICE CORP
4311 W. IDA STREET
TAMPA, FL 33614

VIA ARCHITECT:

CONTRACT DATE: 11/18/21
INVOICE NO: 113242

CONTRACT FOR: WILDWOOD CITY HALL

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. **ORIGINAL CONTRACT SUM** ..... $ 400,317.00
2. **Net change by Change Orders** ..... $ -54,463.00
3. **CONTRACT SUM TO DATE** (Line 1 ± 2) ..... $ 345,854.00
4. **TOTAL COMPLETED & STORED TO DATE** ..... $ 259,596.00
   (Column G on G703)
5. **RETAINAGE:**
   a. 10 % of Completed Work $ 25,959.60
   (Columns D + E on G703)
   b. 0 % of Stored Material $ 0.00
   (Column F on G703)
   Total Retainage (Line 5a + 5b or
   Total in Column I of G703) ..... $ 25,959.60
6. **TOTAL EARNED LESS RETAINAGE** ..... $ 233,636.40
   (Line 4 less Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT**
   (Line 6 from prior Certificate) ..... $ 83,034.25
8. **CURRENT PAYMENT DUE** ..... $ 150,602.15
9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
   (Line 3 less Line 6) $ 112,217.60

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	0.00	54,463.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	54,463.00
	-54,463.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: AIR MECHANICAL & SERVICE CORP

By: _____ Date: 6/6/22

State of: Florida
County of: Hillsborough
Subscribed and sworn to before me this 6th day of June 2022

Notary Public: _____
My Commission expires: 4/22/2023

Notary Public State of Florida
Teri B McMinn
My Commission GG 287769
Expires 04/22/2023

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 150,602.15

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: _____ Date: 6/16/2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 • APPLICATION AND CERTIFICATE FOR PAYMENT • 1992 EDITION • AIA® • ©1992 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 • **WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.**

G702-1992

CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 3
APPLICATION DATE: 6/6/2022
PERIOD TO: 4/29/2022
ARCHITECT'S PROJECT NO.: 22-00164

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (IF VARIABLE) RATE)
1	EQUIPMENT (CHILLER, PUMPS UVC)	95,123.00	61,638.28	33,484.72	0.00	95,123.00	100	0.00	9,512.30
2	PIPING MATERIALS & LABOR	29,236.00	14,618.00	14,618.00	0.00	29,236.00	100	0.00	2,923.60
3	HYDRONICS & LABOR	19,744.00	9,872.00	9,872.00	0.00	19,744.00	100	0.00	1,974.40
4	DIRECTIONAL BORING & MATERIALS	23,805.00	23,805.00	0.00	0.00	23,805.00	100	0.00	2,380.50
5	TEMP CHILLER	12,890.00	6,445.00	3,224.00	0.00	9,669.00	75	3,221.00	966.90
6	PIPE INSULATION MATERIALS & LABOR	18,360.00	0.00	18,360.00	0.00	18,360.00	100	0.00	1,836.00
7	RENTAL EQUIPMENT	24,940.00	12,245.00	6,695.00	0.00	18,940.00	76	6,000.00	1,894.00
8	ELECTRICAL	54,955.00	0.00	13,740.00	0.00	13,740.00	25	41,215.00	1,374.00
9	CONTROLS	43,470.00	0.00	10,868.00	0.00	10,868.00	25	32,602.00	1,086.80
10	DUCT CLEANING	41,342.00	0.00	41,342.00	0.00	41,342.00	100	0.00	4,134.20
11	SUPERVISION	17,250.00	8,600.00	6,925.00	0.00	15,525.00	90	1,725.00	1,552.50
12	TEST & BALANCE	1,495.00	0.00	0.00	0.00	0.00	0	1,495.00	0.00
13	CGC WORK (CONCRETE & EXCAVATING)	17,707.00	9,500.00	8,207.00	0.00	17,707.00	100	0.00	1,770.70
14	CHANGE ORDER #1 ODP (CHILLER)	-54,463.00	-54,463.00	0.00	0.00	-54,463.00	100	0.00	-5,446.30
		345,854.00	92,260.28	167,335.72	0.00	259,596.00	75	86,258.00	25,959.60

AIA DOCUMENT G703 • CONTINUATION SHEET FOR G702 • 1992 EDITION • AIA® • ©1992 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 • **WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.**

CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

AIR MECHANICAL & SERVICE CORP.

WAIVER AND RELEASE OF LIEN
UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of $ 150,602.15 hereby waives and releases its lien and right to claim a lien in labor, services, or materials invoiced through 6/6/22 on the job Chiller, Loop, Piping & Controls Replacement to City of Wildwood on the following described property:

Wildwood City Hall
100 n. Main St.
Wildwood, FL 34785

This waiver and release does not cover any retention or labor, services or material furnished after the date specified.

Dated on this 6th day of June, 2022

Lienor's Name: Air Mechanical & Service Corp.

Address: 4311 West Ida Street

By: _____
Title: Vice President

State of Florida
County of Hillsborough
Sworn & Subscribed to before me by means of [x] physical presence or [ ] online notarization
This 6th day of June, 2022

_____
Notary Public, State of Florida
My Commission expires: 04/22/2023

Notary Public State of Florida
Teri B McMinn
My Commission GG 287769
Expires 04/22/2023

NOTE: This is a statutory form prescribed by Section 713.20. Florida Statues (1996). Effective October 1, 1996 a person may not require a lienor to furnish a waiver or release of lien that is different from statutory form.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **City Hall HVAC Renovation Pay App #4 in the Amount of $58,274.10**

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity:

Effective Date: Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Air Mechanical & Services Corporation (AMSCO) was awarded the project bid to renovate the HVAC system at City Hall. AMSCO is requesting payment #4 in the amount of $58,274.10. The payment is for completed work less retainage through June 7th, 2022. The amount requested has been reviewed and approved by the City's project architect.

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF PAGES

TO OWNER: CITY OF WILDWOOD
100 NORTH MAIN STREET
WILDWOOD, FL 34785

PROJECT: WILDWOOD CITY HALL
CHILLER,CHLR LOOP,PIPING,CTRLS
100 N MAIN ST
WILDWOOD, FL 34785

APPLICATION NO.: 4
PERIOD TO: 6/7/22
PROJECT NOS.: 22-00164

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM CONTRACTOR: AIR MECHANICAL & SERVICE CORP
4311 W. IDA STREET
TAMPA, FL 33614

VIA ARCHITECT:

CONTRACT DATE: 11/18/21
INVOICE NO: 113245

CONTRACT FOR: WILDWOOD CITY HALL

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. **ORIGINAL CONTRACT SUM** ..... $ 400,317.00
2. **Net change by Change Orders** ..... $ -54,463.00
3. **CONTRACT SUM TO DATE** (Line 1 ± 2) ..... $ 345,854.00
4. **TOTAL COMPLETED & STORED TO DATE** ..... $ 324,345.00
   (Column G on G703)
5. **RETAINAGE:**
   a. 10 % of Completed Work $ 32,434.50
   (Columns D + E on G703)
   b. 0 % of Stored Material $ 0.00
   (Column F on G703)
   Total Retainage (Line 5a + 5b or Total in Column I of G703) ..... $ 32,434.50
6. **TOTAL EARNED LESS RETAINAGE** ..... $ 291,910.50
   (Line 4 less Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT**
   (Line 6 from prior Certificate) ..... $ 233,636.40
8. **CURRENT PAYMENT DUE** ..... $ 58,274.10
9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
   (Line 3 less Line 6) $ 53,943.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	54,463.00
Total approved this Month	0.00	0.00
TOTALS	0.00	54,463.00
NET CHANGES by Change Order	-54,463.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: AIR MECHANICAL & SERVICE CORP

By: [signature] Date: 6/7/22

State of: Florida
County of: Hillsborough
Subscribed and sworn to before me this 7th day of June 2022

Notary Public: [signature]
My Commission expires: 4/22/2023

Notary Public State of Florida
Teri B McMinn
My Commission GG 287769
Expires 04/22/2023

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 58,274.10

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: [signature] Date: 6/16/2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 • APPLICATION AND CERTIFICATE FOR PAYMENT • 1992 EDITION • AIA® • ©1992 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 • **WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.**

CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 4
APPLICATION DATE: 6/7/2022
PERIOD TO: 6/7/2022
ARCHITECT'S PROJECT NO.: 22-00164

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (IF VARIABLE) RATE)
1	EQUIPMENT (CHILLER, PUMPS UVC)	95,123.00	95,123.00	0.00	0.00	95,123.00	100	0.00	9,512.30
2	PIPING MATERIALS & LABOR	29,236.00	29,236.00	0.00	0.00	29,236.00	100	0.00	2,923.60
3	HYDRONICS & LABOR	19,744.00	19,744.00	0.00	0.00	19,744.00	100	0.00	1,974.40
4	DIRECTIONAL BORING & MATERIALS	23,805.00	23,805.00	0.00	0.00	23,805.00	100	0.00	2,380.50
5	TEMP CHILLER	12,890.00	9,669.00	1,932.00	0.00	11,601.00	90	1,289.00	1,160.10
6	PIPE INSULATION MATERIALS & LABOR	18,360.00	18,360.00	0.00	0.00	18,360.00	100	0.00	1,836.00
7	RENTAL EQUIPMENT	24,940.00	18,940.00	6,000.00	0.00	24,940.00	100	0.00	2,494.00
8	ELECTRICAL	54,955.00	13,740.00	41,215.00	0.00	54,955.00	100	0.00	5,495.50
9	CONTROLS	43,470.00	10,868.00	15,602.00	0.00	26,470.00	61	17,000.00	2,647.00
10	DUCT CLEANING	41,342.00	41,342.00	0.00	0.00	41,342.00	100	0.00	4,134.20
11	SUPERVISION	17,250.00	15,525.00	0.00	0.00	15,525.00	90	1,725.00	1,552.50
12	TEST & BALANCE	1,495.00	0.00	0.00	0.00	0.00	0	1,495.00	0.00
13	CGC WORK (CONCRETE & EXCAVATING)	17,707.00	17,707.00	0.00	0.00	17,707.00	100	0.00	1,770.70
14	CHANGE ORDER #1 ODP (CHILLER)	-54,463.00	-54,463.00	0.00	0.00	-54,463.00	100	0.00	-5,446.30
		345,854.00	259,596.00	64,749.00	0.00	324,345.00	94	21,509.00	32,434.50

AIA DOCUMENT G703 • CONTINUATION SHEET FOR G702 • 1992 EDITION • AIA® • ©1992 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 • **WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.**

CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

AIR MECHANICAL & SERVICE CORP.

WAIVER AND RELEASE OF LIEN
UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of $ 58,274.10 hereby waives and releases its lien and right to claim a lien in labor, services, or materials invoiced through 6/7/22 on the job Chiller, Loop, Piping & Controls Replacement to City of Wildwood on the following described property:

Wildwood City Hall
100 n. Main St.
Wildwood, FL 34785

This waiver and release does not cover any retention or labor, services or material furnished after the date specified.

Dated on this 7th day of June, 2022

Lienor's Name: Air Mechanical & Service Corp.

Address: 4311 West Ida Street

By: _____
Title: Vice President

State of Florida
County of Hillsborough
Sworn & Subscribed to before me by means of [x] physical presence or [ ] online notarization
This 7th day of June, 2022

_____
Notary Public, State of Florida
My Commission expires: 04/22/2023

Notary Public State of Florida
Teri B McMinn
My Commission GG 287769
Expires 04/22/2023

NOTE: This is a statutory form prescribed by Section 713.20. Florida Statues (1996). Effective October 1, 1996 a person may not require a lienor to furnish a waiver or release of lien that is different from statutory form.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Code Enforcement - Request for Lien Release - 401 Martin Luther King Jr., Avenue**

REQUESTED ACTION: Staff recommends approval of lien release.

CONTRACT: Vendor/Entity:

Effective Date: Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The property had been overgrown with an accumulation of trash, junk, and debris. The property owner never responded to the City's request for compliance and daily fines of $25.00 per day were issued and recorded against the property as a lien.

The property was foreclosed in February 2022. There were no surplus funds available to cover the fines. The new owners have asked for a reduction in the fines and costs associated with the file.

At the June 7, 2022 Code Enforcement Hearing, the Special Magistrate, after hearing the testimony and review of the facts, recommended that the $28,204.32 fine be reduced to $500.00 and, after payment is received, recommended the lien be released to the Sumter County Clerk of Courts.

The new property owner, Juprel Properties LLC, immediately paid $500.00 that day.

The City of Wildwood, Florida
Development Services Department
Code Compliance
100 North Main Street, Wildwood, Florida 34785
(352) 661-6067

MEMO

Date: June 16, 2022

To: City Commission and Joshua Bills, City Attorney

From: Tara N. Tradd, Code Enforcement Officer

RE: ***Case# 1803-0006, Release of Lien, 401 Martin Luther King Jr Avenue***

On July 3, 2018, an Order of Enforcement with fines and costs associated with the file was issued to the property owner for having a residential property in violation of the Exterior Building Maintenance Code for an overgrown property with an accumulation of trash, junk and debris.

The Order of Enforcement was recorded with the Sumter County Clerk of Courts as a lien.

On July 31, 2021, violations were cleared. On February 2022, the property was foreclosed with no surplus funds available to satisfy the fines and case costs.

On June 7, 2022, Special Magistrate Holt recommends that the fines and costs associated with this file be reduced to $500.00 and a Release of Lien be signed and recorded with the Sumter County Clerk of Courts.

The new property owner Aprel Gordon and Ronnie Holloman of Juprel Properties LLC paid the reduced fine and costs of $500.00 on June 7, 2022.

☐	CITY OF WILDWOOD	HEATH CHARLENE	07/12/2018	LIEN	SUMTER	201860025282	3438/159	3	6-19-23G06J034 View Image

HIGH ST
G06J034
G06J042
TIN LUTHER KING JR AVE

prepared by and Return To:
Code Enforcement
City of Wildwood
100 North Main Street
Wildwood, FL 34785
352-661-6067

RELEASE OF CODE ENFORCEMENT LIENS

Witnesseth: That the City of Wildwood, the holder of specific Orders of Fine, which is recorded in the Public Records of Sumter County, Florida as follows:

Order of Fine dated July 3, 2018, and recorded in O.R. Book 3438, Pages 159; and

constitute code enforcement liens against the following described land, to-wit:

BEG AT NE COR OF BLK H PETTYS ADD PB 1 PG 81 RUN N 67 DEG W 209 FT S 11 DEG & 30 MIN W 53 FT S 67 D EG E 198.5 FT TO WBDY OF ST N 23 DEG E ALONG W SIDE ST 52 1/2 FT TO POB

Parcel ID Number: G06J034 / 401 Martin Luther King Jr. Avenue / Charlene Heath and Juprel Properties LLC.

Hereby acknowledge(s) release of said code enforcement lien as to the specific parcel/lot described above, and surrender(s) the same as canceled, and hereby direct(s) the Clerk of said Circuit Court to cancel the same of record.

Witness my/our hand(s) and seal(s) on the _____day of _____, 2022.

Signed, sealed and delivered in our presence:

WITNESSES:

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

_____
(Witness Signature)

_____
Ed Wolf, Mayor

_____
(Witness Printed Name)

_____
(Witness Signature)

_____
(Witness Printed Name)

State of: FLORIDA
County of: SUMTER

The foregoing instrument was acknowledged before me on the _____ day of _____, 2022, by Ed Wolf, Mayor of the City of Wildwood, being personally known to me or having produced _____ as identification.

[Notary Seal]

_____
Notary Public

_____
Name Printed

Inst:201860025282 Date:7/12/2018 Time:12:27 PM
DC,Gloria R. Hayward,Sumter County Page 1 of 3 B:3438 P:159

Prepared by and Return To:
Code Enforcement
City of Wildwood
100 North Main Street
Wildwood, FL 34785

BEFORE THE SPECIAL MAGISTRATE
CITY OF WILDWOOD, FLORIDA

CITY OF WILDWOOD, FL.
Petitioner

City of Wildwood Case #: 1803-0006

vs.

Charlene Heath
Respondent(s).
_____/

ORDER OF FINE

This cause having come on for Hearing on the 3rd day of July, 2018, before the Special Magistrate of the City of Wildwood, Florida upon the petition of the City of Wildwood Code Enforcement Officer, and Special Magistrate having heard the testimony of the respective parties present and the evidence presented, the following Findings of Fact and Conclusions of Law are made:

Findings of Fact

1 - That Respondent Charlene Heath, 118921 NW 12th Avenue, Miami, FL 33169 was properly served notice of these proceedings at least ten (10) days prior to the hearing herein.

2 - The violation which is the subject of this proceeding occurred on real property located in the City of Wildwood, Sumter County, Florida described as: 401 Martin Luther King Jr. Avenue, Parcel #G06J034; Begin at NE comer of Block H. KILGORE ADDITION to City of Wildwood Florida in SW 1/4 of SE 1/4 of Sec 6, Township 19 S, Range 23 E, and N 67 Deg. W along South side of Oak Street 209 feet: thence South 11 Deg. and 30' West 53 feet; thence South 67 Deg. East 198.5 feet to West boundary of Main Street; thence North 23 Deg. East along West side of Main Street 52 1/2 feet to point of beginning.

3 – On or before March 7, 2018, Respondent has had an overgrown property with tree debris and limbs around the property, as well as a privacy fence in disrepair;

4 – Respondent has had in excess of 118 days to bring the property into compliance with the City of Wildwood Code of Ordinances.

5 - At the May 1, 2018, Code Enforcement Hearing the **Special Magistrate** signed an Order of Enforcement which required the Respondent to mow and maintain the property, remove all uprooted trees and tree limbs that have fallen on the property, and make appropriate repairs or to remove privacy fence in its entirety within thirty (30) days, or return for the next Code Enforcement Hearing on a date certain of July 3, 2018.

6 – Respondent was not present for the May 1, 2018 Hearing.

7 - Site re-inspection conducted and observed that the property has not been mowed and maintained, while privacy fence is still in disrepair with tree limbs and uprooted trees still on the property. The property is still not in compliance.

8 – Respondent was / was not present for the July 3, 2018, Hearing.

Conclusions of Law

1 – The Respondent has violated the provisions of City of Wildwood Code of Ordinances, Section(s): 15-71, 15-72, 15-79, 15-80, 9-1, 9-30, 9-10, 13-151, 13-15 , as well as any other Codes and Ordinances that may apply.

2 – The respondent has failed to bring the property into compliance as required by the Order of Enforcement signed and dated May 1, 2018.

3 – Based upon the facts and evidence presented, and Order of Fine is warranted.

Inst:201860025282 Date:7/12/2018 Time:12:27 PM
_____DC,Gloria R. Hayward,Sumter County Page 3 of 3 B:3438 P:161

ORDER OF FINE

Orders

1 - Respondent shall pay a fine in the amount of $25.00 commencing July 3, 2018. Said fines shall accrue at the rate of $25.00 per day until such time all of the violations have been satisfactorily brought into compliance.

2 - Respondent shall the City of Wildwood Code Enforcement office at (352) 330-1334 to advise that the property has been brought into compliance and request an inspection to verify same

3 - Respondent shall pay costs associated with the file in the amount of **$193.55** within **thirty (30) days** of the signed date of the Order of Fine.

4 - All costs shall be paid to the City of Wildwood, Development Services Department, 100 North Main Street, Wildwood, FL 34785.

DONE and ORDERED at City of Wildwood, Sumter County, Florida this 3rd day of July, 2018.

SPECIAL MAGISTRATE OF THE
CITY OF WILDWOOD

W. Grant Watson

PURSUANT TO SECTION 286.0105, FLORIDA STATUES, IF ANY PERSON DESIRES TO APPEAL ANY DECISION WITH RESPECT TO A MATTER CONSIDERED AT A PUBLIC MEETING OR HEARING OF THE SPECIAL MAGISTRATE, CITY OF WILDWOOD, FLORIDA, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD FOR SUCH PURPOSE IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED.

PURSUANT TO SECTION 162.11, FLORIDA STATUES, EITHER THE CITY OF WILDWOOD OR THE RESPONDENT MAY APPEAL A FINAL ADMINISTRATIVE ORDER OF THE SPECIAL MAGISTRATE TO THE CIRCUIT COURT IN SUMTER COUNTY, FLORIDA, SUCH AN APPEAL SHALL BE FILED WITHIN THIRTY (30) DAYS OF THE EXECUTION OF THE ORDER TO BE APPEALED.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Use of Fourth Street Outreach Center**

REQUESTED ACTION: Authorization to Send Attached Letter to Gene Baker

CONTRACT: Vendor/Entity:

Effective Date: 7/1/2022 Termination Date: 1/1/2023

Managing Division/Department: Parks and Recreation

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Mid Florida Community Services has leased 602 Fourth Street from the City to provide a variety of services to our community for many years. However, the lease has expired, and Mid Florida Community Services does not wish to utilize the building at this time.

The City Manager has negotiated an arrangement with Gene Baker so that his organization may operate out of the building on Tuesday and Thursday afternoons to provide services as described in the attached letter. Mr. Baker leads S.P.I.R.I.T. AND L.O.V.E. Outreach Ministries, a 501(c)(3) non-profit organization whose vision is to bring positive change to the community.

June 20, 2022

Gene Baker
S.P.R.I.T. AND L.O.V.E Ministries
PO Box 951
Wildwood, Florida 34785

RE: Use of Fourth Street Outreach Center

Dear Mr. Baker:

This correspondence is in reference to your requested use of the City of Wildwood's building located at 602 Fourth Street. It is my understanding that you intend to offer services consistent with the mission of your non-profit 501(c)(3) organization S.P.R.I.T. AND L.O.V.E Ministries. The City acknowledges the positive impacts your organization has brought to our community and hereby grants you free use of the building pursuant to the following terms:

Hours of Operation.

- S.P.R.I.T. AND L.O.V.E Ministries shall have access to the facility on Tuesdays and Thursdays between the hours of 3pm and 9pm.
- The City may utilize the building for other purposes in the future. Therefore, the City's Parks and Recreation Department shall be notified if access to the building is needed outside of the times listed above to avoid potential conflicts.

Services Provided.

S.P.R.I.T. AND L.O.V.E Ministries will offer the following services to the community at no charge:

- Youth intervention
- Tutoring and education enhancement
- GED preparation services
- Mental health counseling
- Substance abuse counseling
- Gang awareness
- Other similar services

Term.

- This arrangement will be terminated on January 1, 2023, but may be extended by the City in writing.

Please contact me with any questions or concerns you may have regarding this arrangement. I look forward to the continued success of your organization and the positive impact it has had on the community.

Regards,

Jason F. McHugh, CPM, AICP
City Manager

CC: Wildwood City Commission
Amanda Salazar, Parks and Recreation Director

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Construction Projects Update**

REQUESTED ACTION: For Information Only

CONTRACT: Vendor/Entity:

Effective Date: Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Please see the attached update.

Local Infrastructure Projects
Construction Update
June 23, 2022

Updates Shown in Red
Commitment

1. **City Water Projects**

   a. *CR 209 Water Main Extension – Phase 1 (SR 44 to CR 44A)*
      i. Bid awarded to Hartman Civil for $1,347,788
         a. Notice to Proceed issued on December 6, 2021
         b. Substantial Completion: June 14, 2022
         c. Final Completion: July 14, 2022
      ii. Change Order No. 1 (Deduct) approved January 10, 2022
      iii. Pay App No. 2 in the amount of $342,033.91 approved at the February 28, 2022 Commission meeting
      iv. Contractor will resume work after completing CR 229 project
      v. Change Order forthcoming to extend contract timeframe due to delays

   b. *Ashley Well and Water Use Permit Modification*
      i. Permitting:
         a. Finalizing Water Use Permit with SWFWMD
      ii. Well Construction:
         a. Awarded to Citrus Well Drilling
         b. Coordination schedule with contract; dependent upon WUP being issued
         c. Owner-Direct purchasing of equipment

   c. *CR 229 Utilities*
      i. Hartman Civil to complete the relocation activities through Change Order with CR 209 Water Main Extension project
      ii. Commission approved the Change Order at the March 14, 2022 Commission meeting
      iii. Construction has begun

   d. *Coleman WTP- Iron Filtration and High Service Pump Upgrades*
      i. Construction Plans for iron filtration, electrical upgrades, and pump upgrades completed
         a. ON HOLD (will not be Bid) due to cost concerns and re-evaluation of need.

2. City Wastewater Projects

a. *Wastewater Treatment Plant Renewal and Expansion Activities*
   i. Expansion to 6 MGD identified in the Facility Planning document
      a. Workshop with City Commission – August 22, 2022
      b. City of Coleman approved a Resolution to negotiate wastewater provision
         i. Drafted Interlocal Agreement to establish Utility Service Areas
         ii. Coleman City Council to consider Agreement
      c. CPH working on scope to begin design services to rectify "choke point" issue and improve current plant capacity to meet immediate demands

b. *Millennium Park Reclaimed Water Line Extension*
   i. $100,000 appropriation awarded in state FY 20 budget
      a. Grant Agreement with FDEP approved
   ii. Pump Station design at RIBS site - 60% complete
   iii. Reclaimed line design – 40% complete
      a. Coordinating route and tie-in to Millennium Park
   iv. Project identified for American Rescue Plan funds
      a. ARP Agreement with FDEM ($3.6 million) approved at the August 23, 2021 Commission meeting – <u>Preferred Option.</u>
         i. City has received first installment (50%)

c. *Switcher Street Lift Station*
   i. Property acquisition at a standstill
   ii. Exploring other alternatives

d. *Chitty Chatty Bridge (Continental Country Club)*
   i. Coordinating permitting activities with FDEP
   ii. Bid Opening – June 15, 2022
   iii. CCI was the only bidder - $607,730
   iv. Commission to consider bid award at the July 11, 2022 Commission meeting

e. *SR 44 Forcemain – Decommissioning of the Continental Country Club WWTF*
   i. Western Portion of Forcemain (Near Bonita Plaza)
      a. Art Walker Construction - $329,470
      b. Substantial Completion: July 12, 2022
      c. Final Completion: August 11, 2022
      d. Project closeout underway
   ii. Buena Vista Boulevard Forcemain (South of SR 44)
      a. Included in the Sumter County roadway project for $307,970
      b. Contractor – Watson Civil
      c. Construction started

        d. Construction to be complete prior to November 2022
    iii. Buena Vista Boulevard Lift Station
        a. Agreement to swap properties with The Villages® approved at the September 27, 2021 Commission meeting
        b. ODP of equipment has been ordered
        c. Project awarded to Marion Rock of $519,954
            i. Mid-April start time; awaiting equipment delivery
            ii. Easement finalized with SECO
    iv. West SR 44 Component and CCC Lift Station conversion:
        a. Plans are at 80% completion
        b. Need to coordinate with FDOT during permitting; plans may conflict with sidewalk project

3. City Projects (Other)

a. Millennium Park Phase 1
    i. Design awarded to CPH
    ii. 60% documents forthcoming
    iii. Coordination with Parkview for Stormwater/Reuse pond:
        a. Developer's Agreement approved at the 9/27/2021 Commission meeting
        b. SWFWMD permit received
        c. Mass grading permit approved; soils have been brought in from the MSC project

b. Main Street Parking Lot Improvements (Near Bargains and Blessings)
    i. Bid award to Marion Rock in the amount of $154,697
    ii. Under construction

c. Trailwinds Entrance Signage
    i. Sign is complete
    ii. Fountain installation – Scope of Work for design needed

d. Downtown Master Plan Related
    i. Commission approved the Downtown Master Plan on November 15, 2021
        a. CSX property acquisition (Ayres)
            i. Coordination ongoing
            ii. Acquisition of "Y" property looks promising
        b. US 301 Linear Park (Ayres)
            i. Arborist site visit next week
            ii. Conceptual design underway
        c. Coordination with Ayres and Tangent Media to implement branding concepts
            i. Reviewing concepts

        d. Coordinating with LSMPO and FDOT on Complete Streets Project
    ii. Main Street Buildings
        a. MOU with G3 Development Approved. City to advertise notice of intent to enter into Comprehensive Agreement
        b. Coordinating with CSX on design elements

e. Baker House Improvements
    i. Commission selected bathroom design
    ii. Coordinating delivery schedule

~~*f. Lake Deaton Bathrooms*~~
    ~~*i.* Septic tank improvements and bathroom installation approved; coordinating with contractor for installation~~
    ~~*ii.* Received the requested Boater Improvement Funds from BOCC~~
    ~~*iii.* Bathrooms installed~~
    ~~*iv.* Project complete.~~

g. Municipal Services Complex (Old North Sumter Primary School)
    i. Interior, Exterior, and Site Improvements
        a. CMAR (Scorpio)
            i. GMP - $3,855,341.11
            ii. Pay App No. 12 and 13 approved at June 9, 2022 City Commission meeting
            iii. Monument sign contractor selected at the March 14, 2022 Commission meeting; Notice to Proceed issued
            iv. Substantial Completion – May 6, 2022 (contract extension needed)

4. City Road and Drainage Projects

a. FY 22 Pavement Activities
    i. Commission approved projects within the FY 2022 Pavement Management Plan
        a. Contractor completing the work
    ii. Rejuvenation activities with The Villages:
        a. Authorization for funding not to exceed $300,00 on the March 28, 2022 Commission meeting
        b. First Phase to occur in April/May ($146,043.20) for roads that have been accepted by the City since last application (summer of 2021)
        c. Second Phase to occur in August/September for additional roads that have been accepted by the City

b. *Signature Drive and Clay Drain Road*
    i. PES adopted by the City Commission on October 11, 2021
    ii. Work Authorization for Design and Permitting approved the April 11, 2022 Commission meeting
    iii. Notice to property owners sent out

c. *Pleasantdale Drive Improvements (Road, Utilities, and Drainage)*
    i. KHA design contract approved at April 26, 2021 meeting
    ii. Design and permitting wrapping up
    iii. Easement received for stormwater pipe

d. *Broken Oak Traffic Study*
    i. Commission approved one-way consideration (westbound) from St. Claire to Woodlane Avenue (western access)
    ii. Improvement to facilitate two-way travel from Powell Road to Woodlane Ave (western access)
    iii. Public meeting to be scheduled after design completion

e. *Jackson Street (Utilities, Roadway, and Drainage)*
    i. KHA design work approved at the November 22, 2021 Commission meeting
    ii. Right-of-Way by Maintenance Survey needed

f. *St. Claire/Huey/Barwick (Utilities, Roadway, and Drainage)*
    i. KHA design contract approved at the April 26, 2021 Commission meeting
    ii. Geotechnical work ongoing
    iii. Design underway
    iv. Crafting agreement with the Sumter County School Board for property acquisition

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Utility Department Quarterly Report January-March 2022**

REQUESTED ACTION: For informational purposes only.

CONTRACT: Vendor/Entity:

Effective Date: Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Please see the attached quarterly report from the Utility Department covering January through March 2022.

Utility Department

Quarterly Update Jan-Mar 2022

Water/Wastewater

1) Water Division Projects

   a. CR501 Iron Filter Treatment

      i. This project is placed on hold as such a time the City deems necessary to implement the designed plans and as funding becomes available.

   b. CR209 Water Main Extension

      i. Work Authorization no. 4 from Kimley Horn & Associates was approved in the amount of $351,680.00 and later updated to the total contract price of $475,000.00 with additional services approved by the state. (September 23rd, 2019)

      ii. Melanie Peavy, & KH&A working on the remaining easements necessary along the route. Ongoing through Executive Department and City Attorney for sketch and legal documents.

      iii. Apparent lowest Bidder is Hartman Civil Construction Co., Inc. for $1,347,788.00. Award of the project was approved by Commission on September 29th, 2021.

      iv. Easement coordination is ongoing with Sumter, LLC, Girl Scouts, and discussions to obtain easements for phases II & III.

      v. KH&A work Authorization # 29, for construction administrative services for $75,300.00.

      vi. Construction is held up on CR 219 due to the graveyard site. Waiting on direction from the state. The city will need to hire an anthropologist to certify the site to continue construction.

      vii. Change order #2 was approved by City Commission on 3/14/22 for $213,180.00 for the additional work required to relocate the existing 12” water main on CR 229 due to Sumter County Road realignment project.

      viii. City received the final report from “SEARCH”. The archeologist included GPS & GRS coordinates of all grave sites with recommendations for the City.

   c. Ashley Well & WUP Modification

      i. In the 2019 Utility Master Plan, the City intends to construct a new upper Floridian aquifer well to meet demands at the Ashley WTP.

ii. On May 11th, 2020, the City Commission approved IPO#10 for KH&A to perform permit modifications, respond to RAI from SWFWMD, prepare construction plans, specifications, bid administration, and construction services in the amount of $86,200.00.

iii. Kimley Horn & City Staff are still waiting for a response from SWFWMD for the Water Use Permit modification that has been submitted. The modifications will include combining the Continental Country Club and the existing City's W.U.P. into one permit and installing a new well at the WTP. SWFWMD has not approved the well permit due to the EMP not having been completed yet.

iv. KH&A has provided 100% plans and submitted them to FDEP for the construction permit. Received an RAI from FDEP, KH&A addressing comments and resubmitting the application.

v. KH&A moving forward with the bid process, developing specifications for review, and will coordinate bid dates with City. (Ongoing)

vi. Pre-Bid meeting 03/03/22.

1. No contractors showed up for the pre-bid meeting. KH&A stated that several contractors did have the plans to bid on.
2. 3/17/22 No contractors made a formal bid on the new well project.
3. KH&A to reach out to Citrus Well for a proposal to drill a new well.

vii. City Commission approved Citrus Well Drilling to install well #2 on 3.31.22 for $184,376.00.

viii. SWFWMD Info & Classification form filled out 4.15.22

d. 10 Year Meter Replacement Program

i. This budget year 21/22, the water division will be starting over on its first 10-year cycle within the city.

ii. All 5/8" thru 2" meters are being evaluated in areas where this program initially started. The meters in those subdivisions will start to be replaced during this budget year.

iii. Meter sizes and numbers have been confirmed. Staff will bring approval to Commission to purchase.

e. 10 Year Water Supply Plan Update

i. Started the Water Supply Plan update completion with Kimley Horn & Associates. **(Ongoing)** KH&A is currently updating the data received from DSD and finance.

2) Wastewater Division Projects

a. GPS Gravity Sewer System

i. The Utility Department budgeted and purchased a Trimble GPS unit for updating our system maps. Staff is waiting to purchase the new unit because it will have current and up-to-date software. (new model).

ii. Water/Wastewater Staff has set aside one full day a week to start GPS on the gravity sewer system. Crews go out in a selected part of the City and collect coordinates for each manhole and gravity line.

iii. After review of the maps from KH&A and considering the cost for the Engineer to review the shapefiles and plug them into our mapping system, it was determined that this could be done in-house by City staff more efficiently. The Utility department purchased Diamond Maps software which is GIS-based and compatible with our system.

iv. Staff has been updating water and sewer infrastructure and placing it on the Diamond Maps system in a timely manner. – (Ongoing) as time and staffing allow.

b. SR-44 Forcemain

i. On May 11th, 2020, City Commission approved Work Order No.6 for Kimley Horn and Associates to complete the SR44 Forcemain design for $58,500.00.

ii. Based on the KH&A review of submissions, Art Walker Construction, Inc, of Lowell appears to be the lowest responsive bidder with a bid in the amount of $329,470.00. Commission date for approval is 10.11.21.

iii. Notice to proceed will be January 3rd, 2022, substantial completion of July 12th, 2022, and final completion of August 11th, 2022.

iv. Pay app #1 – Art Walker – $241,335.00 approved by commission 2.28.22.

v. Project has been completed. A final walk-through and punch list will be generated for final completion.

vi. FDEP Sewer Clearance application submitted 3.23.22.

vii. Final walk-through and punch list completed. Project has been completed and will be removed.

c. Decommissioning the CCC WWTP

i. The City Utility Master Plan identifies the decommission of the existing wastewater treatment facility within the Continental Country Club Development. This approved project is funded in the 2020 wastewater budget and will provide for a sanitary sewer forcemain along SR 44 from the Buena Vista Boulevard to near the entrance of Lake Okahumpka Park.

ii. The forcemain is necessary for future commercial and residential development of the SR 44 corridor and to complete the decommissioning of the CCC WWTP.

iii. KH&A has provided the City with 60% plans for review for the master lift station. **Ongoing** for plan review and comments

d. Buena Vista Forcemain

i. Sumter County has the bid results for the forcemain portion of the project and has received the cost estimate of $307,970.00 for the project.

ii. KH&A has verified the quantities for materials for the project. Notice to proceed will be January 10th, 2022, Substantial Completion of November 5th, 2022, and Final Completion of November 19th, 2022.

iii. City Commission approved Work Authorization # 35 For Kimley Horn & Associates for $36,500.00, construction management services, on January 10, 2022. Project ongoing with installation.

e. Wildwood Country Resort Lift Station Relocation

i. KH&A -Wildwood Country Resort (WW Estates) lift station relocation – Bid Opening scheduled for November 11, 2021, at 4:00 pm. The BIDS were received and there were four responsive Bidders for the project. The apparent low bidder is Marion Rock with a bid amount of $519,954.00. The Intent to Award will be scheduled for the December 13th Commission Meeting for approval.

ii. Staff has direct purchased major equipment for long lead times and for tax savings. The control panels, generator, and pumps have all been ordered. -Staff is waiting for the delivery of materials.

iii. Received SECO service application 4.5.21

f. Manhole Rehabilitation

i. Utility staff has researched and collected data on the gravity system where we are experiencing inflow and infiltration issues as well as degradation of infrastructure.

ii. Staff has identified and budgeted projects within the system that required reconstruction/sealing of manholes throughout the system.

iii. The work is contracted out to Utility Technicians with staff provided new ring & covers for the manholes.

iv. City Commission approved on 1/24/22 $46,935.50 for Utility Technicians to rehab the first 23 manholes. Work is being scheduled for completion.

v. Project has started but not completed.

g. Chitty Chatty Bridge

    i. The Continental Country Club Organization is planning to repair some portions of the Chitty Chatty Bridge.

    ii. The city currently owns the water and wastewater infrastructure that is attached to the bridge structure. The existing lines are all PVC, exposed to the elements, and are very old and brittle. It is the City's desire to remove those lines from the bridge and build a new separate supporting structure over the Chitty Chatty Creek.

    iii. On February 22nd, 2021, City Commission approved Work Authorization no. 19 with KH&A to do the survey, design, construction plans, and construction management for $36,400.00.

    iv. KH&A has received the final geotechnical report for the addition piling samples. The structural Engineer is now ready to finish the final design.

    v. KH&A has provided a Bid set of plans. Staff has received and provided comments.

    vi. City applied for FDEP construction to relocate utilities from the existing bridge over to the newly constructed creek crossing on 3/11/22.

    vii. FDEP application to construct sewer submitted on 3/23/22.

    viii. FDEP permit to construct sewer issued 04.01.22.

h. Millennium Park Reclaimed Water Line Extension

    i. KH&A and City Staff have been meeting to discuss strategies for the application for CDG grant and submission.

    ii. KH&A has prepared the supporting documents necessary for the grant submittal.

    iii. KH&A has provided preliminary reuse pump station design plans to staff for review and comment.

i. Woodlane Meadows Retention Pond

    i. Completed. Will remove for next report

j. Wildwood WWTP – Headworks Structural Condition Assessment

    i. Wastewater staff during routine maintenance on the headworks drum screen noticed some concrete deterioration within the main flow channel.

    ii. On July 20, 2021, KH&A performed a field visit and observed deterioration on the inside faces of headworks channel and corrosion of reinforcement.

iii. On July 28, 2021, KH& A provided a “Technical Report” after their evaluation of the Headworks.

iv. KH&A (Work Authorization #31, $20,100.00) Approved by Commission 11/22/21 -Headworks Scope of services:

1. KH&A will perform follow-up visit to review the western end of the channel that was covered with steel plates during the initial visit.

2. KH&A will design a repair for the concrete and exposed reinforcement on the inside face of the headworks channel as well as prepare construction plans and specs for the headworks deck and channel. (Ongoing)

3. KH&A will prepare bid packages, advertisement of bid notification, to include technical language, conduct a pre-bid meeting at the project site with prospective bidders, administer the distribution of the bid packages, respond to RFI’s, prepare addendums as necessary, review bid responses and tabulate results to provide to the City. (Ongoing)

3) Utility Department Water/Wastewater Divisions

a. Water Distribution Division

i. 6993 (on average) water meters were read throughout the City and Unincorporated City limits each month for a 3-month time period including re-reads.

ii. Performed 174 stop, lock, and go for non-payment.

iii. 20 water main and/or service lines leaks were repaired.

iv. Performed 4197 water/sewer utility line locates.

v. Dead-end line flushing for water quality used 918,943.00 gallons of water.

vi. Performed 70 certificates of occupancy inspections.

vii. Installed 80 new water meters throughout the system.

b. Wastewater Collections Division

i. Responded to 21 customer service calls for sewer backup/cleanouts, etc.

ii. Responded to 17 lift stations and facility issues, repaired pumps, and control panel alarms.

iii. 450 site visits for maintenance checks and/or repairs for lift stations.

c. Water Treatment Division

i. Performed 576 required FDEP Water Treatment Plant site visits for the 3-month period.

ii. Collected 110 required FDEP routine bacteriological samples for treated Water effluent and 7 samples per month of raw water.

iii. Responded to 77 Water plant malfunctions including high/low pressure, high/low chlorine, high/low ground storage tank levels, and others.

d. Wastewater Treatment Division

i. Performed 224 required FDEP Wastewater Treatment Plant site visits for the City's main WWTP as well as CCC WWTP.

ii. Completed daily routine in-house Laboratory samples including Total Suspended Solids, Fecal Coliform, CBOD, and MLSS for normal plant operations.

iii. For the 3-month period, staff collected 510 Industrial Waste samples from businesses within the city for compliance with the City's Sewer Use Fat, Oil, and Grease Ordinance. The process includes in-house testing of TSS, and CBOD records keeping and reporting to FDEP as well.

e. Utility Department

i. Currently the Utility Department is tracking, inspecting, and managing 41 approved projects inside and outside the city limits. Which is approximately 820 meetings and site visits per month in a 3-month period.

ii. Plans are reviewed, commented on and developer resubmits based on comments and makes corrections as needed. Attend Bi-weekly PRC Meetings.

iii. Utility Inspectors make routine site visits to each project daily and weekly.