



PLANNING & ZONING BOARD - CITY OF WILDWOOD

Special Magistrate – Lindsay C.T. Holt

Agenda

Regular Meeting

March 7, 2023 2:15 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.

I. CALL TO ORDER: Planning & Zoning Board

II. APPROVAL OF SUMMARY MINUTES

- 1. Planning and Zoning Board/Special Magistrate - Regular Meeting February 7, 2023, at 2:15 pm**

III. OLD BUSINESS

IV. NEW BUSINESS

- 1. RZ 2302-001 RMC Wildwood Ready Mix Plant
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.

Parcel(s) D32-172

The applicant seeks a favorable recommendation from the Planning and Zoning Board/Special Magistrate for a Zoning Map Amendment to change the zoning M-1 (City) to M-2 (City) for the parcels listed above on 7.4 acres MOL. **Staff Recommends Approval**

2. SP 2104-001 Dr. Heydari Medical Office

Parcel G05-143

The applicant is seeking a favorable recommendation from the Planning and Zoning Board/Special Magistrate for the construction of a three thousand seven hundred eighteen (3,718) sq ft medical office building on 1.38 acres MOL. **Staff recommends approval.**

3. SP 2203-011 Sunstop #351 - Wildwood

Parcel D30D001

The applicant is seeking a favorable recommendation from the Planning and Zoning Board/Special Magistrate for the construction of a twelve thousand four hundred ten (12,410) SQ FT convenience store with a fuel station on 2.21 acres MOL. **Staff recommends approval.**

4. SP 2204-006 Self Storage Wildwood

Parcels D18-044 & D18-215

The applicant is seeking a favorable recommendation from the Planning and Zoning Board/Special Magistrate for the construction of an eighty-nine thousand six hundred three (89,603) sq ft self-storage facility consisting of eight (8) storage buildings and an office building on 10.2277 acres MOL. **Staff recommends approval.**

5. SE 2301-001 Mister Car Wash

Parcel(s) G04LCO-011

The applicant is seeking Special Exception approval from the City of Wildwood Planning and Zoning Board/Special Magistrate for the Mister Car Wash on a property zoned CMU. Mister Car Wash is a national commercial chain that utilizes a conveyor system to provide customers with a quick and efficient car wash. The proposed structure will be approximately 5430 SF, with twenty-two (22) available parking spaces including one (1) ADA space. **Staff recommends approval of the Special Exception**

V. ADJOURNMENT

APPEAL: NECESSITY OF RECORD. In order to appeal the Board/Special

Magistrate's decision of this matter, a verbatim record of the proceedings is required. The Board/Special Magistrate assumes no responsibility for furnishing said record.

March 7, 2023 2:15 PM

PLANNING & ZONING BOARD
CITY OF WILDWOOD, FLORIDA
REGULAR MEETING
February 7, 2023 2:15 PM
CITY HALL COMMISSION CHAMBER

(meeting taped)

I. CALL TO ORDER: Planning & Zoning Board

ATTENDANCE	TITLE	STATUS
Lindsey C.T. Holt	Special Magistrate	Present
Terri O'Neal	Planning Manager	Present
Amanda Bush	City Planner	Present
Shaun Raja	City Planner	Present
Susan Patterson	City Clerk	Present

Special Magistrate Holt brought the meeting to order, followed by the swearing-in of city staff and audience members.

II. APPROVAL OF SUMMARY MINUTES

1. Planning and Zoning Board/Special Magistrate - Regular Meeting - January 10, 2023, at 2:15 pm

The Summary of Minutes from the January 10, 2023, meeting was approved by Special Magistrate Holt.

RESULT:	Adopted
MOVER:	Special Magistrate Holt
SECONDER:	None
AYES:	Special Magistrate Holt

III. OLD BUSINESS

1. RZ 2211-001 SWC Multi-family Huey Street

Special Magistrate Holt read the title of RZ 2211-001 SWC Multi-Family Huey Street. Special Magistrate Holt stated that she received a letter from Brian and Casey Costello stating that they were against the project. The applicant is seeking a 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-3 and R-5 (City) to R-5 (City) for the parcel G05-148, G05-151, G05-157 & G05M001 on 21.59 acres MOL resulting in a net increase in allowable residential units of 56. Rob Batsel, a representative for the applicant, Southern Waters Capital, was present for any questions. No comments were offered or received.

RESULT:	Recommends Approval
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MOVER:	Special Magistrate Holt
SECONDER:	None
AYES:	Special Magistrate Holt

2. RZ 2212-002 6083 County Rd Wildwood

Special Magistrate Holt read the title of RZ 2212-002 6083 County Road Wildwood. The applicant seeks a favorable recommendation from the Planning and Zoning Board /Special Magistrate for a Zoning Map Amendment to change the zoning RR5 (Sumter County) to C-3 (City) for the parcels G15-012 on 5 acres MOL. Clay Gilman, a representative for the applicant was present for any questions. No comments were offered or received.

RESULT:	Recommends Approval
MOVER:	Special Magistrate Holt
SECONDER:	None
AYES:	Special Magistrate Holt

IV. NEW BUSINESS

1. RZ 2212-003 Pointe Grande Wildwood

Special Magistrate Holt read the title of RZ 2212-003 Pointe Grande Wildwood. Special Magistrate Holt stated that she had received a letter from Scott Bower in support of the project as long as the plans that were presented on December 28, 2022, did not change. The applicant seeks a favorable recommendation from the Planning and Zoning Board/Special Magistrate for a Zoning Map Amendment to change the zoning A10C (Sumter County) to R-3 (City) for parcel G33-105 on 20 acres MOL. Tara Tedrow was present for the owner/applicant for any questions. No comments were offered or received.

RESULT:	Recommends Approval
MOVER:	Special Magistrate Holt
SECONDER:	None
AYES:	Special Magistrate Holt

2. PLAT 2205-001 Twisted Oaks Improvement Plan

Special Magistrate Holt read the title of Plat 2205-001 Twisted Oaks Improvement Plan. The applicant is seeking a favorable recommendation for an improvement plan from the Planning and Zoning Board/Special Magistrate for the Twisted Oaks subdivision consisting of 734 single-family units, townhome units, multi-family units, amenities, and commercial lots. No comments were offered or received.

RESULT:	Recommends Approval
MOVER:	Special Magistrate Holt
SECONDER:	None
AYES:	Special Magistrate Holt

V. ADJOURNMENT

The meeting was adjourned at 2:31 p.m. No comments were offered or received.

RESULT:	Adjourned
MOVER:	Special Magistrate Holt
SECONDER:	None
AYES:	Special Magistrate Holt

APPEAL: NECESSITY OF RECORD.

PLANNING & ZONING BOARD
CITY OF WILDWOOD, FLORIDA

SEAL

Date

Lindsay C.T. Holt,
Special Magistrate
City of Wildwood, Florida

PLANNING & ZONING BOARD OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: RZ 2302-001 RMC Wildwood Ready Mix Plant

REQUESTED ACTION: Staff Recommends Approval

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case #	RZ 2302-001 RMC Wildwood Ready Mix Plant
Ordinance #	O2023-8
Applicant	Adam Freeman
Owner	RMC Wildwood LLC
Property Location	Located west along the intersection of NE 82 nd Ave and NE 44 th Dr, approximately 0.25 miles east of N US 301
Parcel Number(s)	D32-172
Date	02/27/2023

The applicant seeks a favorable recommendation from the Planning and Zoning Board/Special Magistrate for a Zoning Map Amendment to change the zoning M-1 (City) to M-2 (City) for the parcels listed above on 7.4 acres MOL.

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

(a) Whether the proposed change is consistent with the comprehensive plan:

The proposed amendment is consistent with the policies of the Comprehensive Plan. The Industrial (M-2) zoning designation within the 2050 Comprehensive Plan is intended to accommodate a wide range of industrial uses. As a non-residential land use under FLU Policy 1.1.1.c. any Industrial development is granted a maximum intensity of 0.5 FAR (floor area ratio) or 70% ISR (impervious surface ratio). Policy 1.2.8.I. states that land uses must “maintain compatibility with adjacent land uses through the use of design standards to make uses compatible with one another”. As the existing land use is already Industrial, and the desired zoning change is from light industrial (M-1) to heavier industrial (M-2), there will be little change to the existing property but allow applicant access to a wider range of permitted uses. This directly relates to FLU Objective 1.4 of the 2050 Comprehensive Plan, which states “The city shall cultivate an environment which fosters, supports, and champions economic growth and development activities”. The applicant’s proposed use of the property will assist in providing the raw materials that feed future economic growth within and around the city, as stated in the language of Objective 1.4.

The proposed zoning change is minimal, changing the already existing zoning to allow for additional uses. This change is unlikely to affect the surrounding parcels which are of similar

land uses but will help achieve economic growth objectives set forth within the 2050 Comprehensive plan.

(b) The existing land use pattern of the surrounding area;

The proposed rezoning to M-2 is compatible with the existing land use pattern in this area and would abide by Policies 1.2.8.I., and 1.2.8.a. which covers the need to maintain compatibility with adjacent land uses and would contribute to a mix of land uses which are compatible. The proposed development states that it will encompass approximately 7.4 acres, for the purposes of constructing a concrete batch plant. With the applicant's parcel bordering existing industrial parcels both to the east, west, and north.

(c) The possibility of adversely affecting public facilities such as schools, utilities, streets, etc.;

Schools: The development is projected to not add any students to Wildwood Schools.

Potable Water & Sewer: The subject properties are in an existing demand service area according to the 2019 Utility Master Plan. The applicant/owner will need to work with City utilities at the site plan stage to connect to City water and sewer.

Streets: Access to the site is proposed via NE 82nd Ave.

(d) Whether changed or changing conditions make the passage of the proposed amendment necessary;

The surrounding area is primarily made up of existing industrial developments. The subject parcel possesses a city zoning designation of M-1, similar to that of nearby parcels. This change would conform with Policy 1.2.8.I. and Objective 1.4 of the 2050 Comprehensive Plan in the Future Land Use Element section. 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.

(e) Whether the proposed change will create or excessively increase traffic congestion or otherwise be a detriment to public safety;

The proposed rezoning to M-2 is estimated to generate approximately 3.37 average daily trips. Similar to the estimated 4.87 daily trips per 1,000 sf that exists under the current M-1 designation. The difference in traffic due to the zoning change is anticipated to have no significant impact on traffic generated from this parcel, or as a detriment to public safety.

(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. Parcels along NE 44th Dr and NE 82nd Ave are of a similar zoning designation, primarily industrial land uses within the city jurisdiction. Separately, properties that remain in Sumter County's jurisdiction are allowed to develop according to their jurisdiction's future land use and zoning designations.

ZONING DESIGNATION
SURROUNDING PROPERTIES

NORTH	M-1 (CITY)
SOUTH	RR1 & R2M (COUNTY) M-1 (CITY)
EAST	M-1 (CITY)
WEST	M-1 (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, Design District Standards, and Planned Development Agreement.

Staff recommends approval and favorable recommendation of Ordinance Number O2023-8.



Shaun Raja,
Planner I, Development Services

ORDINANCE NO. O2023-8

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:

Parcel(s) D32-172
RMC Wildwood LLC (Owner)
7.4 Acres +/-

LEGAL DESCRIPTION:

A parcel of land lying and being in the Southwest 1/4 of Section 32, Township 18 South, Range 23 East, Sumter County, Florida, being more particularly described as follows:

BEGIN at a point marking the Northwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 32, Township 18 South, Range 23 East, Sumter County, Florida; thence coincident with the North boundary of the Southeast 1/4 of the Southwest 1/4 of said Section 32, N 89°58'31" E a distance of 460.22 feet to the Northerly boundary of lands described in Official Records Book 2327, Page 732 of the Public Records of Sumter County, Florida; thence departing said North boundary, coincident with said Northerly boundary the following two (2) courses: 1.) S 00°07'11" W a distance of 710.53 feet; 2.) thence S 89°54'11" W a distance of 460.15 feet to a point coincident with the West boundary of the Southeast 1/4 of the Southwest 1/4 of said Section 32; thence departing said Northerly boundary, coincident with said West boundary, N 00°06'52" E a distance of 711.12 feet to the POINT OF BEGINNING.

Non-Exclusive Easement Interest Parcel 1: Appurtenant Easement recorded in O.R. Book 2136, Page 453, Public Records of Sumter County, Florida, more particularly described as follows:

That land lying in Section 32, Township 18 South, Range 23 East, Sumter County, Florida, described as follows: From the Northeast corner of the Southwest 1/4 of said Section 32, run N 89°41'28" W, along the North line of said Southwest 1/4 a distance of 799.52 feet to the Easterly boundary of an easement as described in Official Records Book 1227, Page 648, Public Records of Sumter County, Florida; thence along said Easterly boundary the following courses: S 00°30'34" W, 6.60 feet; thence S 03°09'17" W, 95.04 feet; thence S 00°30'03" W, 520.20 feet to the Southeast corner of said easement and the Point of Beginning; thence departing said Easterly boundary, continue S 00°30'03" W, 655.54 feet to the point of curvature of a curve concave Northeasterly and having a radius of 25.00 feet; thence Southeasterly along the arc thereof through a central angle of 90°00'00" a distance of 39.27 feet; thence S 89°29'57" E, 234.23 feet to the point of curvature of a curve concave Northwesterly and along a radius of 25.00 feet; thence Northeasterly along the arc thereof through a central angle of 49°42'31", a distance of 21.69 feet to the point of reverse curvature of a curve concave Westerly and having a radius of 60.00 feet; thence Southerly along the arc of said curve through a central angle of 279°21'34", a distance of 292.54 feet to the point of reverse curvature of a curve concave Southwesterly and having a radius of 25.00 feet; thence Northwesterly along the arc of said curve through a central angle of 49°39'04", a distance of 21.66 feet; thence N 89°29'57" W, 234.28 feet to the point of curvature of curve concave Southeasterly and having a radius of 25.00 feet; thence Southwesterly along the arc thereof through a central angle of 90°00'00", a distance of 39.27 feet; thence S 00°30'03" W, 50.00 feet; thence N 89°29'57" W, 60.00 feet; thence N 00°30'03" E, 815.54 feet; thence S 89°29'57" E, 60.00 feet to the Point of Beginning.

Non-Exclusive Easement Interest Parcel 2:

Together with the non-exclusive easement rights as described in that certain Private Road and Utility Easement Agreement recorded in Official Records Book 1116, Page 231, of the Public Records of Sumter County, Florida, more particularly described as follows:

A 60.00 foot wide strip of land lying in the NW1/4 of Section 32, Township 18 South, Range 23 East, Sumter County, Florida, said strip being bounded on the North by the South Right-of-Way line of County Road No. 462 and bounded on the South by the South line of said NW1/4 of Section 32, the centerline of said strip being described as follows:

Commence at the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 32; thence N 89°59'11" W, along the North line of the Southeast 1/4 of the Northwest 1/4 of said Section 32, a distance of 630.81 feet; thence S 02°11'48" E, 15.07

feet to a point on the Southerly Right-of-Way line of Highway S-462, formerly known as State Road No. C-462 per State of Florida Department of Transportation Right-of-Way Map Section 18505-2601; thence run N 88°25'00" W along said Southerly Right-of-Way line a distance of 108.72 feet to a point of curvature, said curve being concave Southerly with a radius of 2831.93 feet; thence run an arc distance of 161.08 feet along said Southerly Right-of-Way line, said arc having a central angle of 03°15'32", a tangent distance of 80.56 feet, a chord distance of 161.06 feet and a chord bearing of S 89°57'13" W; thence continue along said curve, through a central angle of 00°11'58", an arc distance of 9.85 feet; thence S 88°07'30" W, 20.14 feet to the point of beginning of the centerline of aforesaid 60.00 foot wide strip of land; thence S 00°09'12" W, along a line 30.00 feet West of and parallel with the East line, and its Southerly extension, of that land described in Official Records Book 988, Page 708, of the Public Records of Sumter County, Florida, 594.25 feet to the point of curvature of a curve concave Easterly and having a radius of 500.00 feet; thence Southerly along the arc of said curve through a central angle of 25°53'49", an arc distance of 225.99 feet to the point of reverse curvature of a curve concave Westerly and having a radius of 500.00 feet; thence Southerly along the arc of said curve through a central angle of 25°53'49", an arc distance of 225.99 feet to a point 30.00 feet (by perpendicular measurement) West of the West line of those lands described in Official Records Book 535, Page 273, Public Records of Sumter County, Florida; thence S 00°09'12" W, parallel with said West line 273.59 feet to a point on the South line of the NW1/4 of said Section 32, said point also being the point of terminus of this centerline description

Non-Exclusive Easement Interest Parcel 3:

Together with the non-exclusive easement rights as described in that certain Grant of Appurtenant Easement Agreement recorded in Official Records Book 1690, Page 104, of the Public Records of Sumter County, Florida, more particularly described as follows:

That portion of the North 35.00 feet of the Northeast 1/4 of the Southwest 1/4 lying East of the Westerly line of that 60.00 foot strip of land described in Official Records Book 1227, Page 659, Public Records of Sumter County, Florida, LESS the East 626.13 feet thereof. All being in Section 32, Township 16 South, Range 23 East, Sumter County, Florida.

Non-Exclusive Easement Interest Parcel 4:

Together with the non-exclusive easement rights as described in that certain Grant of Appurtenant Easement Agreement recorded in Official Records Book 1227, Page 648, of the Public Records of Sumter County, Florida, more particularly described as follows:

Retention Pond Tract: A parcel of land lying in the Southwest 1/4 of Section 32, Township 18 South, Range 23 East, Sumter County, Florida, being described as follows:

Begin at the Northeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 32; thence S 89°39'01" E, along the North line of the Southeast 1/4, of the Southwest 1/4 of said Section 32, a distance of 25.42 feet; thence S 04°31'00" E, 219.15 feet; thence S 05°26'24" E, 414.68 feet; thence S 89°31'07" E, 24.84 feet; thence S 00°31'50" E, 89.01 feet; thence S 89°47'49" E, 346.11 feet; thence S 00°30'03" W, 258.20 feet; thence S 89°29'57" E, 60.00 feet; thence N 00°30'03" E, 232.03 feet; thence S 89°36'56" E, 733.40 feet; thence S 00°30'55" W, 205.32 feet; thence N 89°36'31" W, 145.16 feet; thence S 00°25'25" W, 147.93 feet; thence N 89°36'56" W, 86.73 feet; thence S 87°52'01" W, 502.19 feet; thence N 00°30'03" E, 103.26 feet; thence N 89°29'57" W, 60.00 feet; thence S 00°30'03" W, 237.35 feet; thence N 89°41'00" W, 100.58 feet; thence S 00°23'30" W, 65.75 feet to the South line of the Southwest 1/4 of said Section 32; thence N 89°16'30" W, along said South line 359.16 feet to the West line of the East 1/2 of the Southwest 1/4 of said Section 32; thence N 00°28'53" E along said West line 1,320.19 feet to the Point of Beginning.

LESS

Commence at the Northeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 32; thence S 89°39'10" E, along the North line of the Southeast 1/4, of the Southwest 1/4 of said Section 32, a distance of 25.42 feet; thence S 04°31'00" E, 219.15 feet; thence S 05°26'24" E, 414.68 feet; thence S 89°31'07" E, 24.84 feet; thence S 00°31'50" E, 89.01 feet; thence S 89°47'49" E, 346.11 feet; thence S 00°30'03" W, 258.20 feet to the Point of Beginning; thence S 89°29'57" E, 60.00 feet; thence S 00°30'03" W, 40.00 feet; thence N 89°29'57" W, 60.00 feet; thence N 00°30'03" E, 40.00' to the Point of Beginning.

Easement No 1: Easement for ingress, egress, utilities and drainage over, across and upon the following described lands:

A parcel of land being a portion of Section 32, Township 18 South, Range 23 East, Sumter County, Florida, being described as follows:

Commence at the Northeast corner of the Southwest 1/4 of said Section 32; thence N 89°41'28" W, along the North line of the said Southwest 1/4 a distance of 799.52 feet to the Point of Beginning; thence departing said North line run S 00°30'34" W, 5.60 feet; thence S 03°09'17" W, 95.04 feet; thence S 00°30'03" W, 520.20 feet; thence N

89°29'57" W, 60.00 feet; thence N 00°30'03" E, 521.59 feet; thence N 03°09'17" E, 95.04 feet; thence N 00°30'34" E, 5.00 feet to a point on the aforesaid North line; thence S 89°41'28" E, along the said North line a distance of 60.00 feet to the Point of Beginning.

Drainage Easement No 4: A parcel of land lying in the Southwest 1/4 of Section 32, Township 18 South, Range 23 East, Sumter County, Florida, being described as follows:

Commencing at the Northeast corner of the said Southwest 1/4; thence N 89°41'28" W, along the North line of the Southwest 1/4 of said Section 32 a distance of 799.52 feet; thence departing said North line, S 00°30'34" W, 6.60 feet; thence S 03°09'17" W, 95.04 feet; thence S 00°30'03" W, 2,196.64 feet to the Point of Beginning; thence continue S 00°30'03" W along said line, a distance of 40.00 feet; thence N 89°29'57" W, 60.00 feet; thence N 00°30'03" E, 40.00 feet; thence S 89°29'57" E, 60.00 feet to the Point of Beginning.

THE ABOVE PARCEL CONTAINS 7.4 ACRES MORE OR LESS.

This property is to be reclassified from M-1 (City) to M-2 (City) containing 7.4 acres, more or less;

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 _____, 2023, by the City Commission of the City of Wildwood, Florida.

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

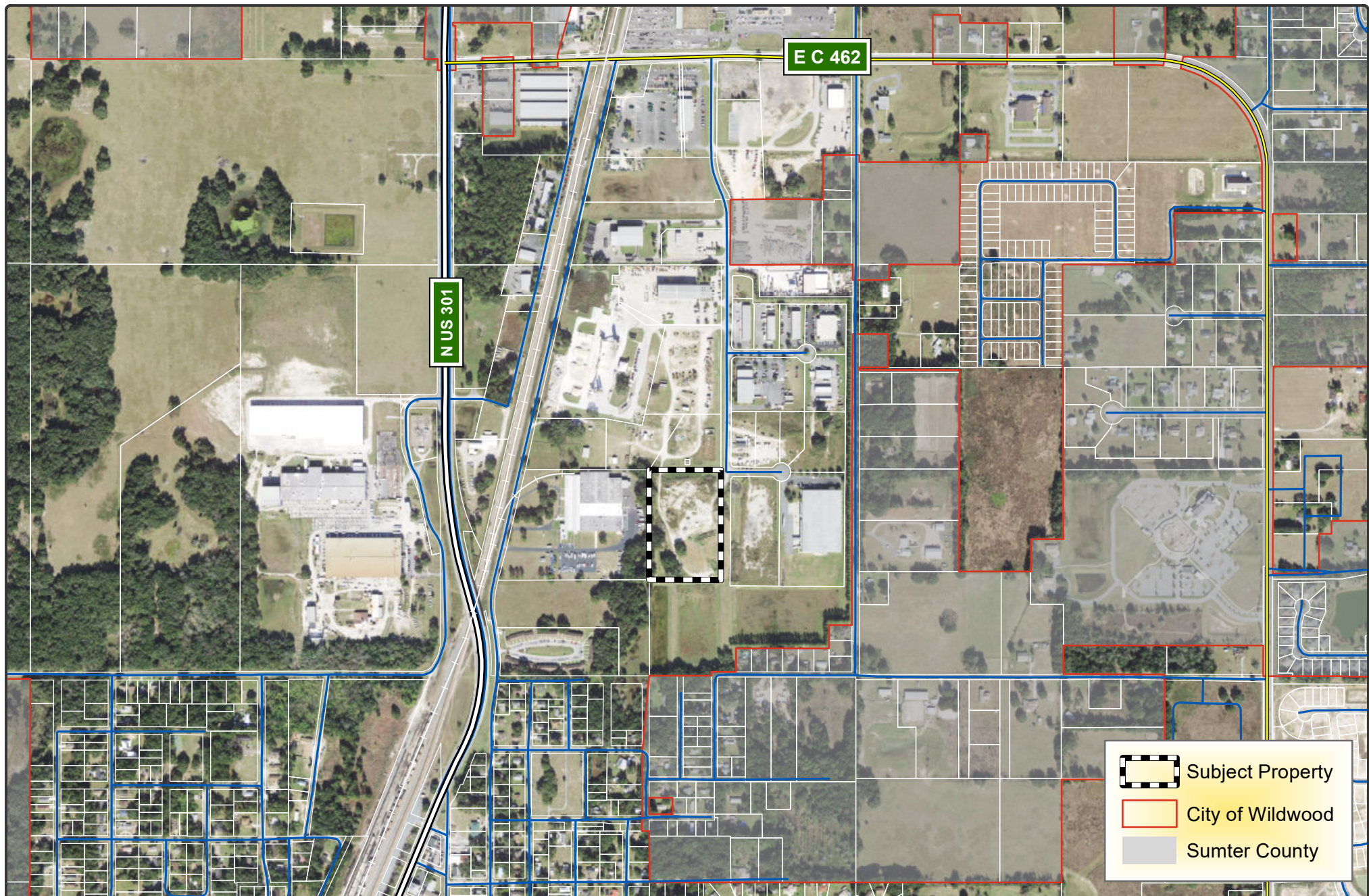
ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

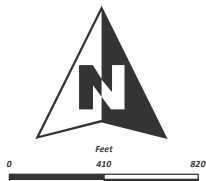
Approved as to form:

City Attorney



**CITY OF
WILDWOOD**

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



RZ 2302-001

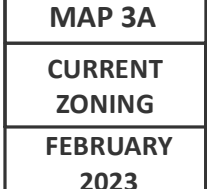
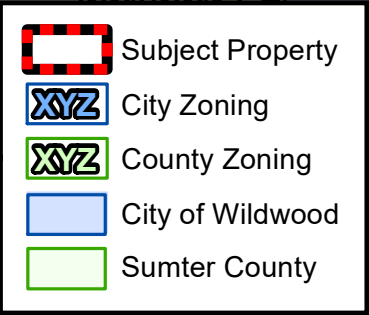
RMC WILDWOOD READY MIX PLANT

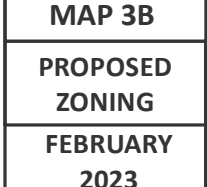
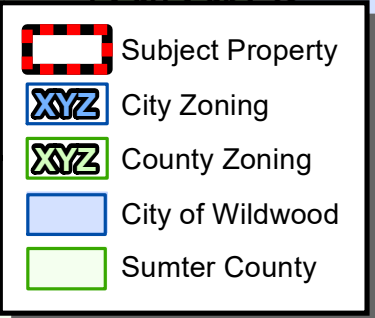
PARCEL D32-172

MAP 1B

**LOCATION
MAP**

**FEBRUARY
2023**





PLANNING & ZONING BOARD OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: SP 2104-001 Dr. Heydari Medical Office

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

CASE NUMBER SP 2104-001 Dr. Heydari Medical Office

PARCEL NUMBER G05-143

ACREAGE 1.38 +/-

PROPERTY LOCATION The subject property is generally located north along Cleveland Ave, approximately 0.26 miles west of E C 462 and approximately 0.85 miles east of N Main St.

OWNER/APPLICANT Heydari Holdings, LLC

The applicant is seeking a favorable recommendation from the Planning and Zoning Board/Special Magistrate for the construction of a three thousand seven hundred eighteen (3,718) sq ft medical office building.



DATED: 02/28/2023

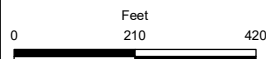
Amanda Bush

Planner, Development Services



CITY OF WILDWOOD

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



LOCATION MAP

SP 2104-001

DR. HEYDARI MEDICAL OFFICE

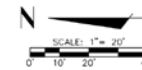
PARCEL G05-143

APRIL 2021

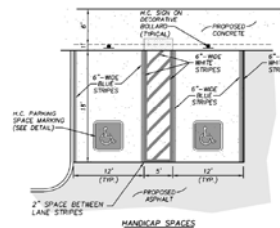
MAP 1B

[illegible]

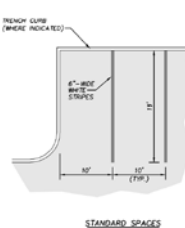
- [illegible]



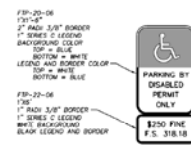
H.C. SPACE MARKING
* STROKE WIDTH TO BE 4 INCHES
(STRIPING BY SITE CONTRACTOR)



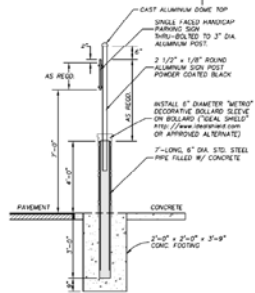
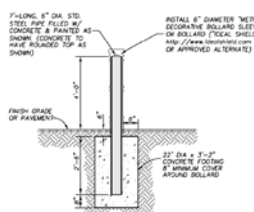
PARKING SPACE DETAILS
(NOT TO SCALE)
STIPING TO BE BY SITE CONTRACTOR



STANDARD SPACES



HANDICAP SIGN & POST SUPPORT
NOT TO SCALE

ROLLARD DETAIL

LAYOUT PLAN					
DR. HEYDARI MEDICAL OFFICE					
DATE	12-05-98				
SCALE	1" = 3'				
DRAWN-BY	SU				
CHECKED BY:	DR. HEYDARI MEDICAL OFFICE				
C003	0				
SHEET NO.	VERSION				

MASTROBERG ENGINEERING,
INC.
CIVIL • ENVIRONMENTAL •
170 BE 32ND PLACE
OCALA, FL 34671
PH: (352) 433-2185
FAX: (352) 433-2188
WWW.MASTROBERG.COM
P.E. CERT. #A174, ERII-195

PAGLO MASTROBERG, P.A.
FL REG. #58691

THIS IS A PARTIAL SET OF PLANS IN COMPLIANCE WITH THE F.L. PERMITTING ACT.

PERM CITY REVIEW
PERB DMSR REVIEW
PERM CITY REVIEW
PERMITTING ISSUE
NO.

DATE _____

REVISION

12-1-92
10-1-92
03-2-97
04-26-97

PLANNING & ZONING BOARD OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: SP 2203-011 Sunstop #351 - Wildwood

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

CASE NUMBER SP 2203-011 Sunstop #351 - Wildwood

PARCEL NUMBER D30D001

ACREAGE 2.21 +/-

PROPERTY LOCATION The subject property is generally located on the northwest corner of N US 301 and Pepper Tree Lane, approximately 0.19 miles south of CR 222.

OWNER Southwest Georgia Oil Company, Inc

APPLICANT Darryl Boyett - Inland Stores

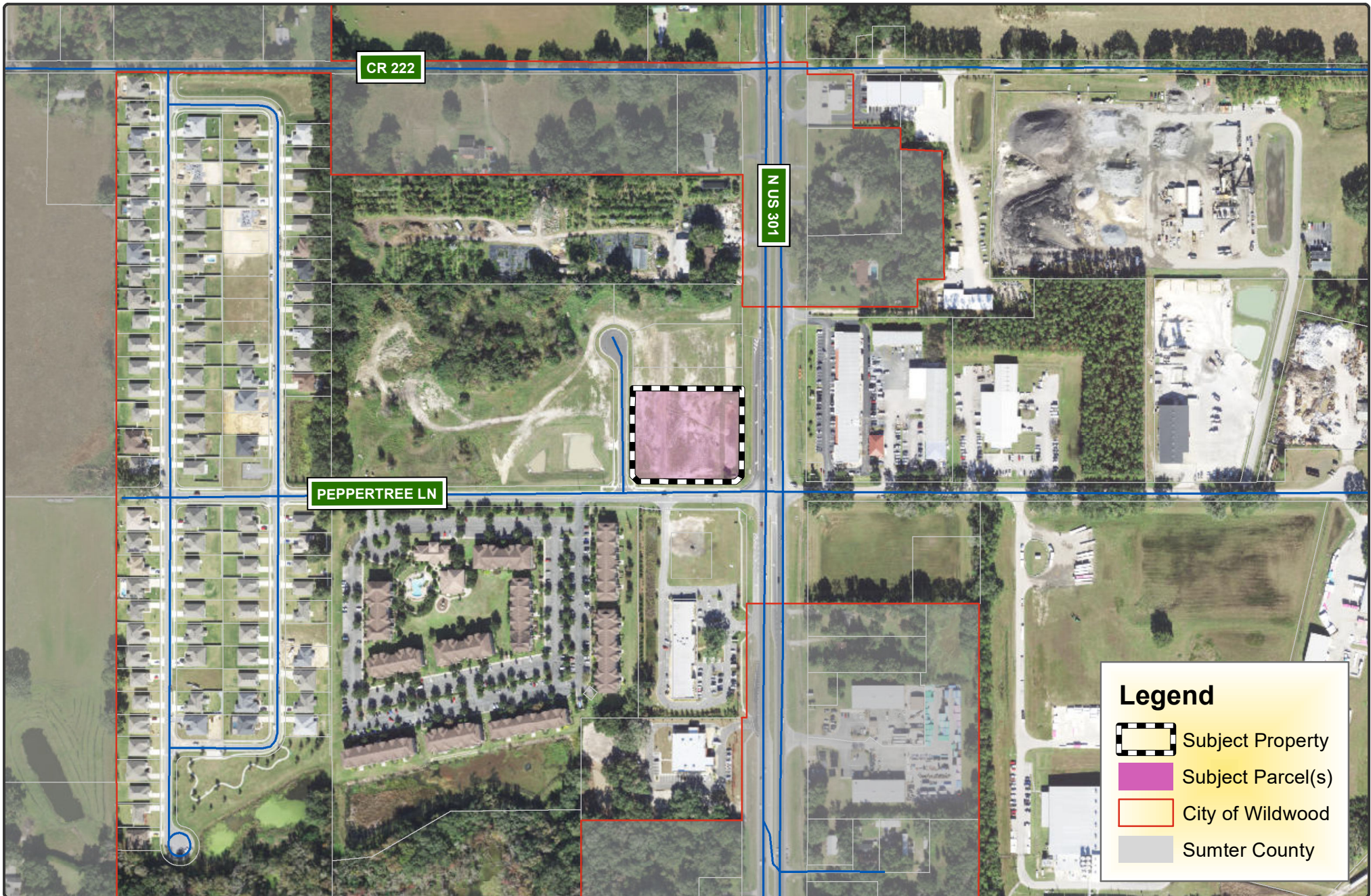
The applicant is seeking a favorable recommendation from the Planning and Zoning Board/Special Magistrate for the construction of a twelve thousand four hundred ten (12,410) sq ft convenience store with a fuel station.



DATED: 02/28/2023

Amanda Bush

Planner, Development Services



**CITY OF
WILDWOOD**

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



SP 2203-011

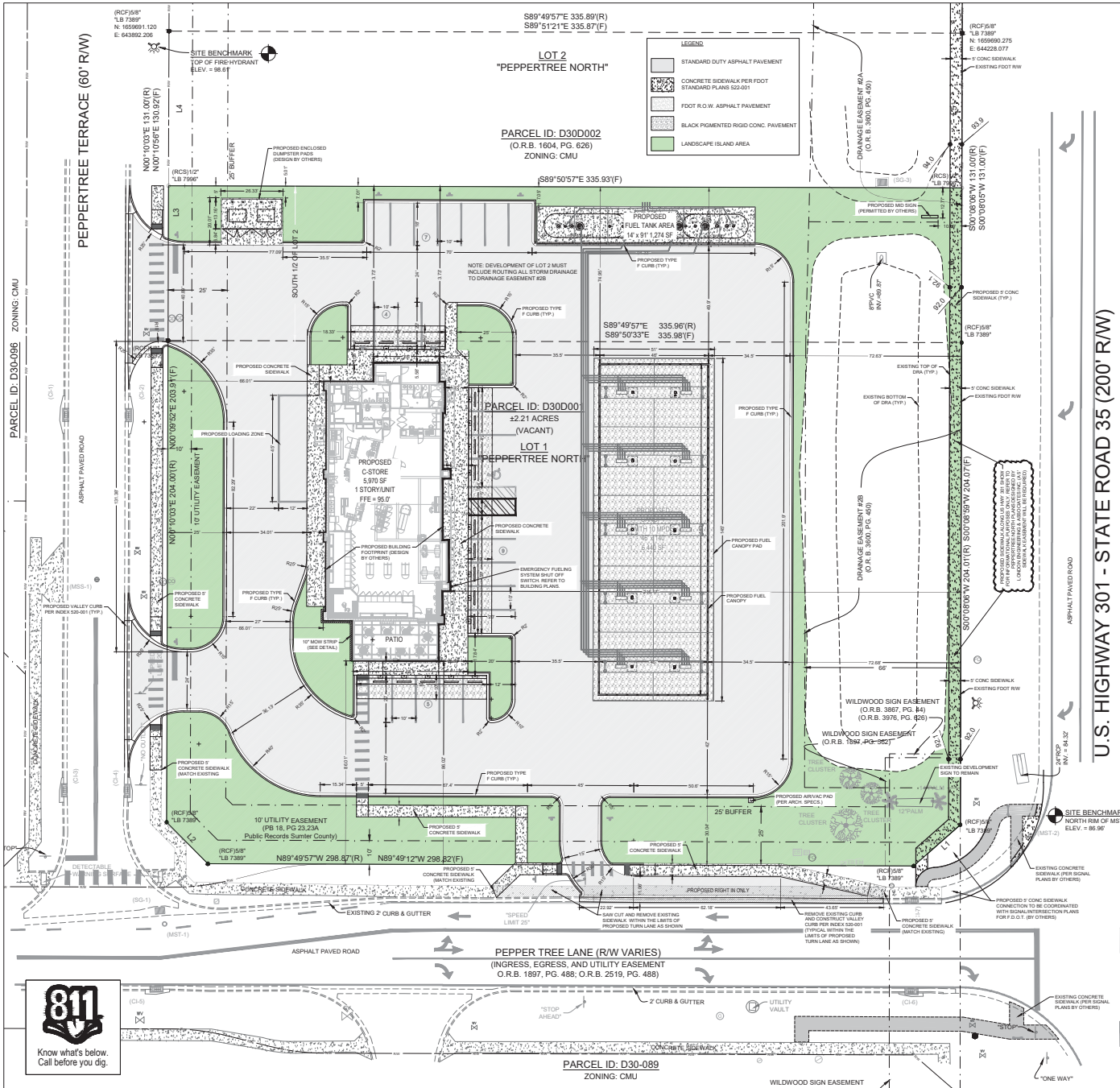
SUNSTOP #351 - WILDWOOD

PARCEL D30D001

MAP 1B

**LOCATION
MAP**

**MARCH
2022**

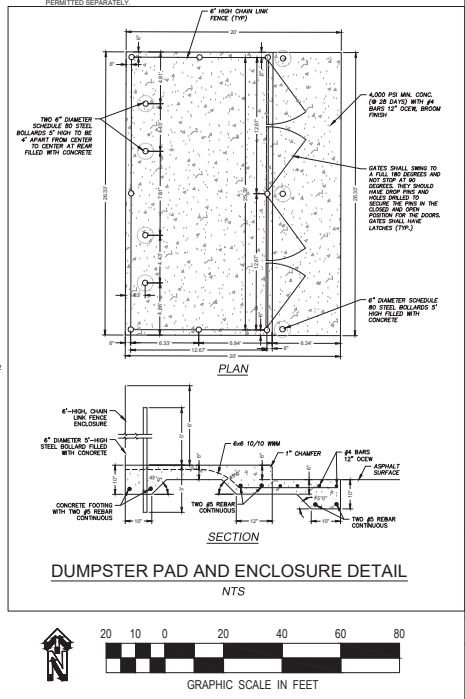


SITE DATA:

- PROJECT NAME: SUN STOP #551 - WILWOOD
- SITE ADDRESS: 1711 S SHOTWELL STREET, SANDROCK, GEORGIA 31819 (229) 246-1553
- CONTACT: GLENNE BENCH
- PARCEL I.D.: D300001
- LAND USE: CENTRAL MIXED USE
- EXISTING ZONING: CMU
- DESIGN DISTRICT: HIGHWAY
- SITE AREA: 24.42 AC (2.21 AC)
- DEVELOPED USE: CONVENIENCE STORE WITH FUEL STATION
- PROPOSED BUILDING INFORMATION:
 - 1. BUILDING F.A.R.: 0.13
 - 2. SITE I.R.: 0.83
 - 3. BUILDING SETBACKS:
 - FRONT: 10 FT
 - REAR: 0 FT
 - SIDE: 0 FT
- SITE AREAS DOES NOT INCLUDE PROJECT AREAS:
 - STORE BUILDING: 5,870 SF, 6.21%
 - FUEL CANOPY PAD: 7,365 SF, 7.76%
 - VEHICULAR USE AREA: 39,310 SF, 45.81%
 - CONCRETE CURBSIDEWALK: 5,477 SF, 5.64%
 - CONCRETE FUEL TANK PAD: 1,274 SF, 1.32%
 - DUMPTER PAD: 507 SF, 0.55%
 - TOTAL IMPERVIOUS AREA: 59,893 SF, 62.35%
 - SITE AREA: 96,007 SF, 100.00%
- OPEN SPACE CALCULATION: PER CITY OF WILWOOD LDR TABLE 3-4. DENSITY, INTENSITY, AND LOT STANDARDS. REQUIRED OPEN SPACE: 22,815 SF, 23.74%. PROVIDED OPEN SPACE: 22,815 SF, 23.74%.
- PARKING DATA:
 - RETAIL USE: LESS THAN 100,000 SF GFA: REQUIRED: 4 SPACES PER 1,000 GFA EQUALS 5,870 SF / 1,000 X 4 = 24 SPACES. PROVIDED: 17 REGULAR, 7 COMPACT AND 1 HIC SPACES = 25 SPACES TOTAL (25% OF REQUIRED PARKING IS COMPACT).
 - OTHER: 4 SPACES PER 1,000 GFA EQUALS 1,274 SF / 1,000 X 4 = 5 SPACES. PROVIDED: 17 REGULAR, 7 COMPACT AND 1 HIC SPACES = 25 SPACES TOTAL (25% OF REQUIRED PARKING IS COMPACT).
- THERE ARE NO ENVIRONMENTALLY SENSITIVE AREAS ON THIS SITE.
- ALL MECHANICAL EQUIPMENT SHALL BE SCREENED IN ACCORDANCE WITH CITY OF WILWOOD LAND DEVELOPMENT REGULATIONS REQUIREMENTS.
- EMPLOYEES TOTAL 30, WITH TWO 24-HOUR SHIFTS. THE ADDITIONAL 4 ARE AS NEEDED.

PROPOSED DEVELOPMENT:

- THE PROPOSED CONSTRUCTION SHALL INCLUDE: PAVEMENT CONSTRUCTION, ALL UNDERGROUND AND OVERHEAD UTILITIES, SIGNING AND STRIPING AND DRAINAGE CONVEYANCE SYSTEMS. ALL IMPROVEMENTS IN THIS DEVELOPMENT PLAN SHALL BE CONSTRUCTED, AS-BUILT, AND SUBMITTED TO THE PROJECT ENGINEER AND APPLICABLE AGENCIES FOR FINAL APPROVAL.
- MAXIMUM BUILDING HEIGHT SHALL BE 60 FT.
- COMMON AREAS AND PRESERVED AREAS WILL BE PROVIDED ON-SITE.
- WATER AND SEWER SERVICES ARE CONNECTED TO EXISTING CITY FACILITIES. PROPOSED WATER AND SEWER SERVICES TO BE PROVIDED AND MAINTAINED BY THE OWNER.
- ALL FINISH FLOOR ELEVATIONS OF THE PROPOSED BUILDINGS SHALL BE SET AT 1 FT ABOVE THE 100YR24HR POST STORM ELEVATION.
- ELECTRICAL UTILITIES PROVIDED BY SECO ENERGY.
- PROPOSED SIGN WILL REQUIRE A SEPARATE PERMIT. THE SIGN WILL BE PERMITTED SEPARATELY.



ENGINEERS CERTIFICATION:		DATE:	REVISION DESCRIPTION:
DESIGNED BY: PM	DATE: 05-13-22	9-13-22	RESPONSE TO CITY & FOOT RAI #1
DRAWN BY: WPD	DATE: 05-13-22	10-13-22	RESPONSE TO CITY & FOOT RAI #2
CHECKED BY: PM	DATE: 05-13-22	12-14-22	RESPONSE TO CITY & FOOT RAI #3
DATE: 05-13-22			
PROJECT: SUN STOP #551 - WILWOOD, SITE PLAN			
CITY OF WILWOOD, SUMTER COUNTY, FL SEC. 30, TWP. 18, RGE. 23			
TITLE: SITE & GEOMETRY PLAN			
SCALE: 1" = 20'			
JOB#: 22-01			
SHEET C4 OF 8			

PLANNING & ZONING BOARD OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: SP 2204-006 Self Storage Wildwood

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

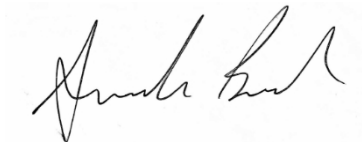
Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

CASE NUMBER	SP 2204-006 Self Storage Wildwood
PARCELS	D18-044 & D18-215
ACREAGE	10.2277 +/-
PROPERTY LOCATION	The subject property is generally located north along CR 214, approximately 0.12 miles west of N US 301 and approximately 0.63 miles south of E C 466.
OWNER/APPLICANT	K2M Properties, LLC & Oxford Storage, LLLP

The applicant is seeking a favorable recommendation from the Planning and Zoning Board/Special Magistrate for the construction of an eighty-nine thousand six hundred three (89,603) sq ft self-storage facility consisting of eight (8) storage buildings and an office building.



DATED: 02/28/2023
Amanda Bush
Planner, Development Services



WILDWOOD

FLORIDA

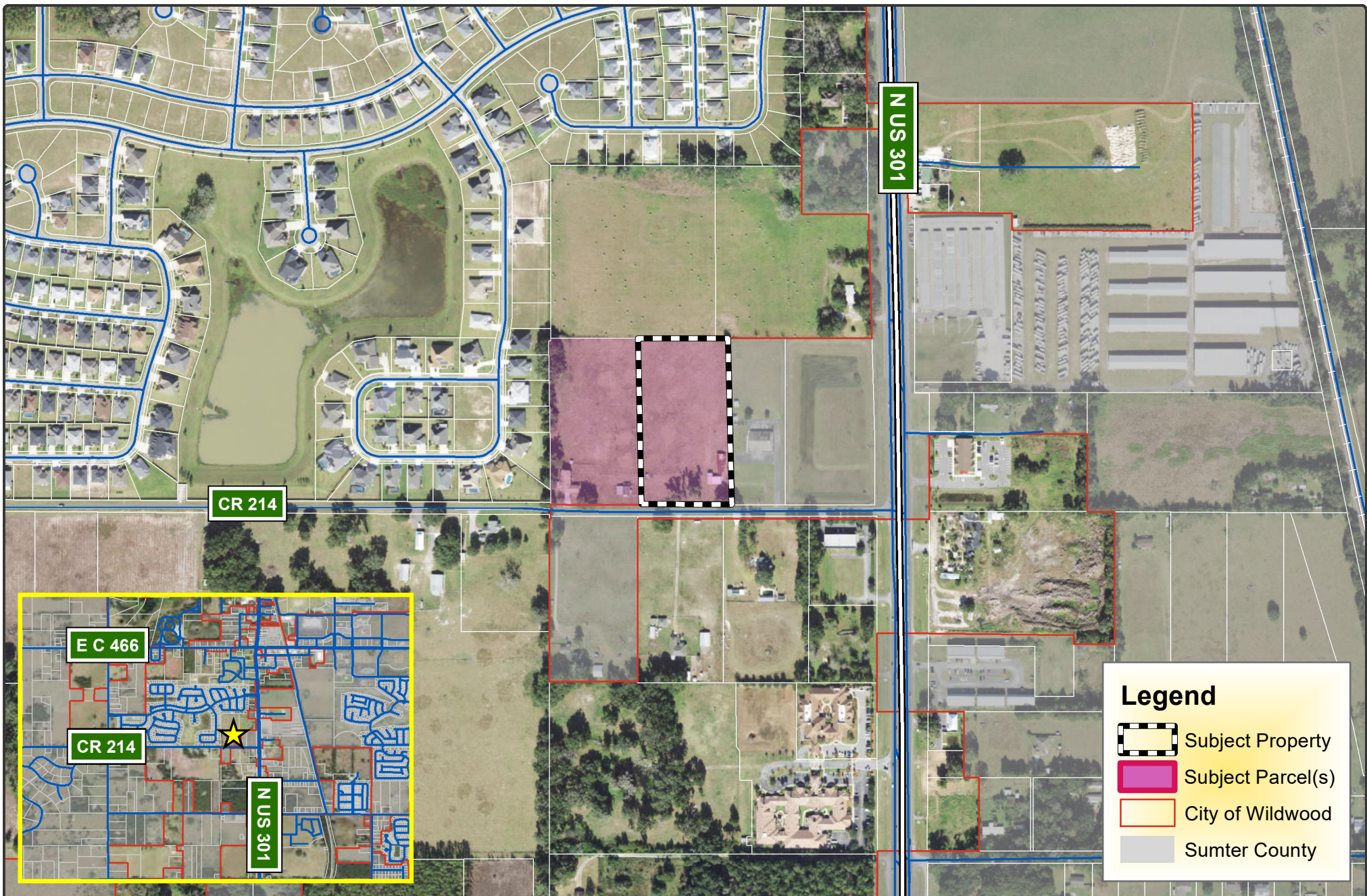
City of Wildwood

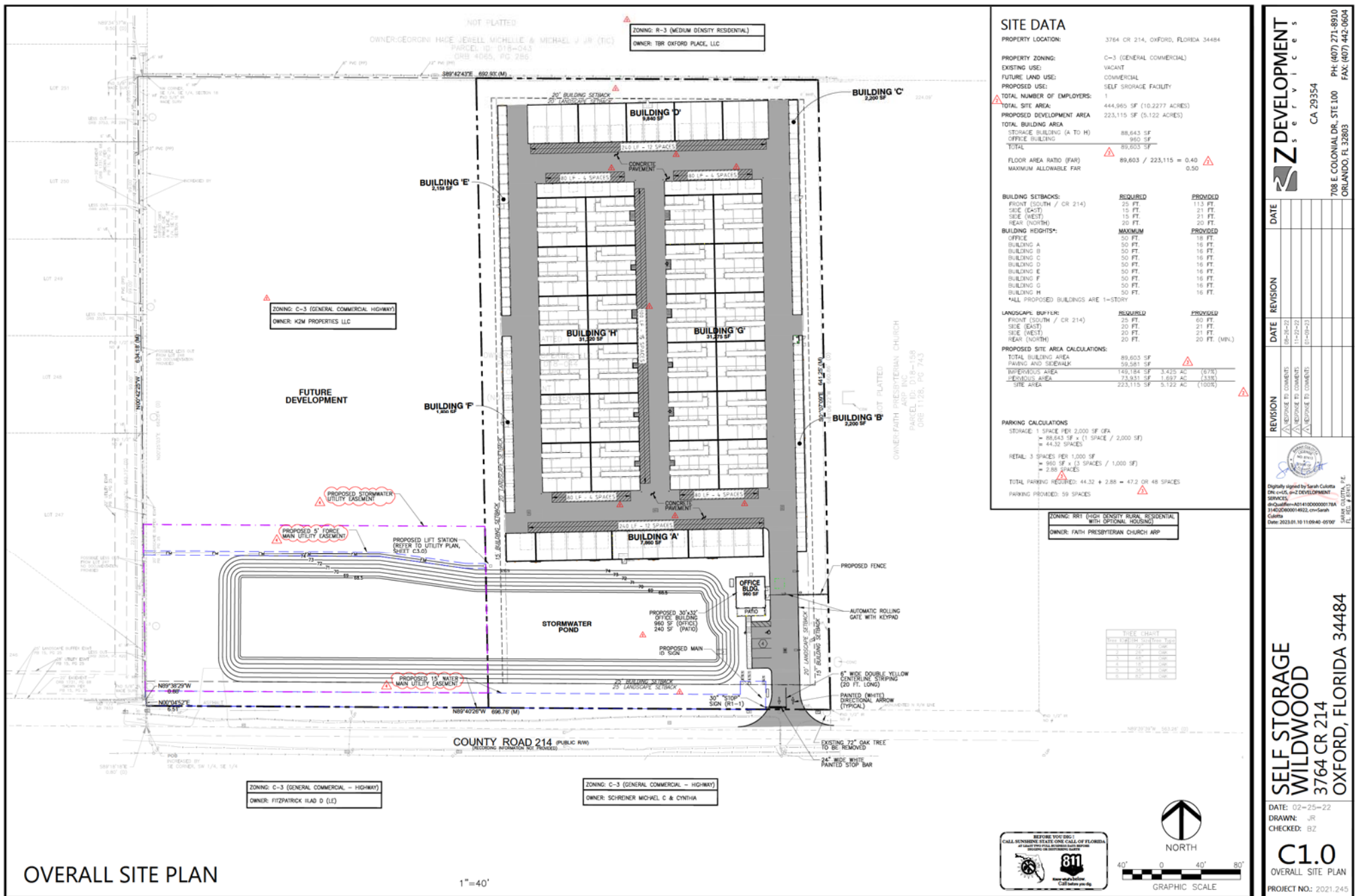
Project Name: SP 2204-006 Self Storage Wildwood (FKA All Aboard
Storage)

Representative: K2M Properties, LLC

CITY ATTORNEY

1. Provide utility easement for water line and sewer line crossing K2M property to Oxford Storage property.





Prepared by and Return to:
Chad A. Shimel, Esq.
Shimel Law, P.A.
1190 Business Center Drive, Suite 2000
Lake Mary, Florida 32746

RECIPROCAL EASEMENT AGREEMENT

26th THIS RECIPROCAL EASEMENT AGREEMENT ("Agreement") is entered into this day of January, 2023, between **Oxford Storage, LLLP**, a Florida limited liability limited partnership ("Oxford"), and **K2M Properties, LLC**, a Florida limited liability company ("K2M"). Together Oxford and K2M shall be referred to as the "Parties".

RECITALS

WHEREAS, Oxford is the owner of the real property and improvements located at north of CR214 and directly east of 3764 CR 214, Oxford, Florida 34484 and further described in Exhibit "A" attached hereto and incorporated herein by reference (the "Oxford Property"); and

WHEREAS, K2M is the owner of the real property and improvements located at the 3764 CR 214, Oxford, Florida 34484 and as further described in Exhibit "B" attached hereto and incorporated herein by reference (the "Peppertree North Property"); and

WHEREAS, Oxford and K2M desire to grant to each other a reciprocal and perpetual non-exclusive easement for the construction, modification, operation and maintenance of drainage and stormwater retention easement for the purpose of the stormwater runoff of the respective properties, (the "Drainage Easement") including lines and related facilities, drainage retention, overflow, spillways and other related facilities (collectively the "Drainage Facilities"), on that respective portion of the Oxford Property and K2M Property described in Exhibit "D" attached hereto and incorporated herein by reference (the "Drainage Area"); and

WHEREAS, Oxford Storage and K2M have agreed that the Drainage Easement, Drainage Facilities, and Drainage Area shall serve both the Oxford Property and K2M Property; and

WHEREAS, the parties desire to formalize the intent of the parties pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties agree as follows:

AGREEMENT

1. Incorporation of Recitals and Exhibits. The recitals set forth above are true and correct, and together with all exhibits attached hereto, are incorporated by reference herein and made a part of this Agreement.

2. Parties; Successors and Assigns; Recordation. Oxford and K2M are the initial parties to this Agreement, as the fee simple owners of the respective parcels of land which are benefited and encumbered by this Agreement. The respective successors and assigns of the parties shall be bound by the terms of this Agreement, without exception. This Agreement shall be recorded in the public records of Sumter County, Florida. This Agreement shall be deemed a covenant running with the land under Florida law as to both the Oxford Property and K2M Property.

3. Drainage.

a) Easement. Oxford does hereby grant, convey and establish in favor of K2M, and K2M does hereby grant, convey and establish in favor of Oxford, a non-exclusive, perpetual easement for the drainage and retention of surface water over, across, under and through the Drainage Area. Oxford shall permit, maintain, and repair all pipes, equipment and facilities that lead to the Drainage Area which are for the use and benefit of the Oxford Property leading and are located on the Oxford Property. K2M shall permit, maintain and repair all pipes, equipment and facilities that lead to the Drainage Area which are for the use and benefit of WVA Property.

b) Expansion of Drainage Improvements. Oxford shall modify, enlarge, obtain permits or otherwise amend the Drainage Facilities to allow for sufficient capacity in connection with the development plans for the Oxford Property, over and above the current capacity reserved for use by the K2M Property in its sole and absolute discretion, all at the sole cost and expense of Oxford. Oxford shall not reduce the capacity of the Drainage Facilities without first obtaining the written consent of K2M, which can be withheld or withdrawn in K2M's sole discretion, in connection with any modification to the Drainage Facilities before making such modifications.

c) Expenses. Other than the cost of any expansion of the Drainage Facilities, which shall be the sole responsibility of Oxford, the cost and expenses with respect to the maintenance and upkeep of the Drainage Facilities will be divided equally between the owners of the Oxford Property and K2M Property. Oxford will keep a record of the cost and expenses incurred in connection with the maintenance, inspections, records and operation of the Drainage Facilities and will submit an invoice to K2M, on the first day of each calendar quarter. K2M shall pay to Oxford the amount shown on each such invoice within thirty (30) days of the date delivered by Oxford, the failure of which shall immediately constitute a default under this Agreement, subject to the remedies set forth in Section 13 hereinbelow.

4. Benefit of Easements. The easements created and granted by this Agreement shall be covenants running with the land and shall inure to the benefit of, and be binding upon the Parties, and their respective heirs, successors and assigns, and all persons claiming under them, including but without limitation, their respective, agents, customers, invitees, licensees, tenants, employees, and guests.

5. Indemnity. Each of Oxford and K2M hereby indemnifies and holds the other harmless from any and all liabilities, damages, expenses, causes of action, suits, claims or judgments, including reasonable attorney's fees, arising from personal injury, death or property damage occurring on the Easement Area, except if caused by the act or negligence of the other party, its officers, contractors, invitees, tenants, guests, agents, employees, successors and assigns.

6. Insurance. Each of Oxford and K2M are responsible for maintaining casualty and liability insurance as to each of their respective property, and neither Oxford nor K2M is responsible for insuring the property of the other.

7. Notices. Any notice required under this Agreement shall be in writing and shall be either hand delivered or transmitted by certified or registered mail, postage prepaid with return receipt requested, and with such writing to be addressed to the parties as follows:

To Oxford:

Oxford Storage, LLLP
Attn: Jake Schrimsher
600 East Colonial Drive, Suite 100
Orland, FL 32803

With copy to:

Shimel Law, P.A.
Attn: Chad Shimel, Esq.
1190 Business Center Drive, Suite 2000
Lake Mary, FL 32746

To K2M Properties LLC:

Attn: Kacey Caruthers
1439 NE 134th Road
Oxford, FL 34484

With copy to:

Fredrick K. Ramsey
Attn:
2263 Foggy Brook Loop
The Villages, FL 32162

The above addresses may be changed by the applicable party to this Agreement, including any successor assign of such party, as to such party, by providing the other party with notice of any such address change in the same manner provided above. In the event that written notice, demand or request is made as provided in this Section 8, then in the event that such notice is returned to the sender by the U.S. Postal System because of insufficient address, or the party moved or otherwise, such writing shall be deemed to have been received by the party to whom it was addressed on the date that such was initially placed in the U.S. Postal System by sender.

8. Modification. There are no other agreements, promises or undertakings, whether written or oral, between the parties with respect to the subject matter hereof except as specifically set forth herein. No alterations, changes, modifications, or amendments shall be made to this Agreement except in writing and signed by the parties hereto.

9. Jurisdiction. This Agreement shall be deemed a Florida contract and construed according to the laws of such state, regardless of whether this Agreement is being executed by any of the parties hereto in other states or otherwise.

10. No Termination for Breach. The breach of this Agreement shall not entitle any party to cancel, rescind or otherwise terminate this Agreement, or any conditions, covenants, easements or restrictions hereunder.

11. Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person or entity, by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person, entity or circumstance; and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

12. Lender's Consent. The consent of any lender holding a mortgage on any portion of the Oxford or K2M may be attached to this Agreement and shall be incorporated herein by this reference.

13. Assessment Lien. Any claim for reimbursement and all costs and expenses including reasonable attorneys' fees awarded to any Party in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting Party in favor of the enforcing party and shall constitute a lien (the "Assessment Lien") against the parcel of the defaulting Party until paid, effective upon the recording of a notice of lien with respect thereto in the Public Records of Sumter County, Florida; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Public Records of Sumter County, Florida prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Party of any default for which a notice of lien was recorded, the party recording same shall promptly record an appropriate release of such notice of lien and Assessment Lien.

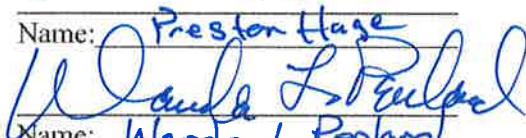
[Remainder of Page Left Intentionally Blank; Signatures to Follow]

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year written.

Signed, sealed and delivered in the presence of:

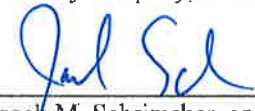
WITNESSESS:

Oxford:


Name: Preston Hage

Name: Wanda L. Penland

OXFORD STORAGE, LLLP, a Florida limited liability limited partnership

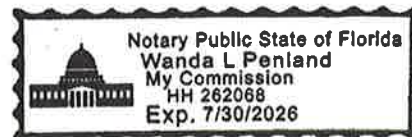
By: JPK Partners, LLC, a Florida limited liability company, as Sole General Partner


By: Jacob M. Schrimsher, as President

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 27th day of January, 2023, by Jacob M. Schrimsher, as President of JPK Partners, LLC, a Florida limited liability company, as Sole General Partner of OXFORD STORAGE, LLLP, a Florida limited liability limited partnership, on behalf of the partnership. He ☒ is personally known to me or ☐ has produced as identification.

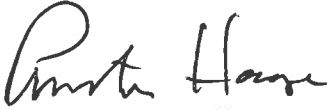
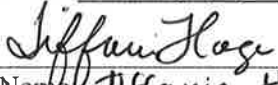

Notary Public
Name: _____
My Commission Expires: _____



Signed, sealed and delivered in the
Presence of:

WITNESSES:

K2M Properties, LLC, a Florida limited
liability company


Name: Preston Hage

Name: Tiffanie Hage

By: 
Print Name: Kacey Caruthers
Print Title: Manager

By: 
Print Name: Frederick K. Ramsey
Title: Manager

STATE OF FLORIDA)
COUNTY OF Sumter)

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, on this 26th day of January, 2023, by Kacey Caruthers and
Frederick K. Ramsey, as Managers of K2M Properties, LLC, a Florida limited liability company.
They ☒ are personally known to me or ☐ have produced _____ as
identification.




Notary Public
Name: Sara Merritt
My Commission Expires: 02/16/2024

EXHIBIT "A"

Legal Description of the Oxford Property
Parcel ID: D18-215

A portion of the South 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 18, Township 18 South, Range 23 East, Sumter County, Florida, described as follows:

Commence at the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 18, Township 18 South, Range 23 East, Sumter County, Florida; run thence N 00°04'52" E, along the West line of said Southeast 1/4 of the Southeast 1/4 of Section 18, a distance of 20.96 feet to the monumented North Right-of-Way line of County Road 214; thence S 89°40'26" E, along said monumented North Right-of-Way line, a distance of 348.65 feet for a Point of Beginning; thence N 01°07'11" W a distance of 641.02 feet to the North line of the South 1/2 of said Southeast 1/4 of the Southeast 1/4 of Section 18; thence S 89°42'43" E, along said North line a distance of 348.11 feet to the West line of the lands described in Official Records Book 1128, Page 743, Public Records of Sumter County, Florida; thence S 01°07'09" E, along said West line, a distance of 641.25 feet to a point on said monumented North Right-of-Way line of County Road 214; thence N 89°40'26" W, along said monumented North Right-of-Way line, a distance of 348.11 feet to the Point of Beginning.

EXHIBIT "B"

Legal Description of the K2M Property

Parcel ID: D18-044

The South½ of the Southeast 1/4 of the Southeast 1/4 of Section 18, Township 18 South, Range 23 East, LESS AND EXCEPT US Highway 301 Right of Way, LESS AND EXCEPT C.R. 214, Sumter County, Florida.

LESS AND EXCEPT that property described in O.R. Book 1128, Page 743, described as follows: From the Southeast corner of Section 18, Township 18 South, Range 23 East, Sumter County, Florida, run N 89 Degrees, 39' 39" W along south boundary of the Southeast 1/4 of said Section 18, a distance of 67.93 feet, to the west right-of-way of United States Highway 301, and Point of Beginning of the following described parcel of land; From said Point of Beginning, continue N 89 degrees 39' 39" W along the aforesaid south boundary of the Southeast 1/4 of Section 18, a distance of 563.26 feet; then N 01 degrees 06' 22" W, a distance of 660.86 feet, to the north boundary of the South½ of the Southeast 1/4 of the Southeast 1/4 of the aforesaid Section 18; thence S 89 degrees 40' 00" E, along said north boundary, a distance of 561.46 feet, to a point on the west right-of-way of the aforementioned United States Highway 301; thence S 01 degrees 18' 29" E along said west right-of-way, a distance of 550.09 feet, to the Point of curvature of a curve concaved westerly and having a radius of 11391.20 feet; thence southerly, along the arc of said curve, through a central angle of 00 degrees 33' 28", an arc distance of 110.88 feet, to the Point of Beginning and end of this description. Subject to road right-of-way on the south for County Road 214, if any.

INCREASED BY that portion of the Southwest 1/4 of the Southeast 1/4 of Section 18, Township 18 South, Range 23 East, Sumter County, Florida, also being a portion of that land platted as OXFORD OAKS PHASE ONE, lying in the City of Wildwood, Florida, according to the Plat thereof recorded in Plat Book 15, Page 25, of the Public Records of Sumter County, Florida, described as follows:

Begin at the Southeast Corner of the said Southwest 1/4 of the Southeast 1/4; from said Point of Beginning, run N 0 degrees 25' 03" E along the East line thereof for 662.07 feet to the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 18; thence N 89 degrees 34' 57" W for 9.50 feet; thence S 0 degrees 20' 08" E, 662.12 feet to the South line of said Section 18, thence S 89 degrees 18' 18" E, 0.80 feet to the Point of Beginning; less any portion of the above described property lying in Tract B of the aforesaid OXFORD OAKS PHASE ONE.

AND LESS AND EXCEPT:

A portion of the South 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 18, Township 18 South, Range 23 East, Sumter County, Florida, described as follows:

Commence at the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 18, Township 18 South, Range 23 East, Sumter County, Florida; run thence N 00°04'52" E, along the West line of said Southeast 1/4 of the Southeast 1/4 of Section 18, a distance of 20.96 feet to the monumented North Right-of-Way line of County Road 214; thence S 89°40'26" E, along said monumented North Right-of-Way line, a distance of 348.65 feet for a Point of Beginning; thence N 01°07'11" W a distance of 641.02 feet to the North line of the South 1/2 of said Southeast 1/4 of the Southeast 1/4 of Section 18; thence S 89°42'43" E, along said North line a distance of 348.11 feet to the West line of the lands described in Official Records Book 1128, Page 743, Public Records of Sumter County, Florida; thence S 01°07'09" E, along said West line, a distance of 641.25 feet to a point on said monumented North Right-of-Way line of County Road 214; thence N 89°40'26" W, along said monumented North Right-of-Way line, a distance of 348.11 feet to the Point of Beginning.

EXHIBIT "C"

Legal Description of the Drainage Easement and Drainage Area

[Insert sketch and description with legal]

**SKETCH OF DESCRIPTION
SELF STORAGE WILDWOOD
STORMWATER EASEMENT**

SECTION 18, TOWNSHIP 18 SOUTH, RANGE 23 EAST
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA

Exhibit "C"

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 18, TOWNSHIP 18 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4248, PAGE 257, AND OFFICIAL RECORDS BOOK 4305, PAGE 270, BOTH OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 18; THENCE ALONG THE WEST LINE OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 18, N00°07'01"E, A DISTANCE OF 20.96 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 214 (VARIABLE-WIDTH RIGHT OF WAY); THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, S89°38'17"E, A DISTANCE OF 348.65 FEET TO THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4248, PAGE 257; THENCE ALONG SAID EAST LINE, N01°07'38"W, A DISTANCE OF 15.01 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID EAST LINE, N89°38'17"W, A DISTANCE OF 349.33 FEET TO THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4248, PAGE 257; THENCE ALONG SAID WEST LINE, N00°40'16"W, A DISTANCE OF 169.97 FEET; THENCE DEPARTING SAID WEST LINE, S89°38'17"E, A DISTANCE OF 347.98 FEET TO THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4248, PAGE 257; THENCE ALONG SAID EAST LINE, S01°07'38"E, A DISTANCE OF 44.85 FEET; THENCE DEPARTING SAID EAST LINE, S89°38'36"E, A DISTANCE OF 247.00 FEET; THENCE S01°07'09"E, A DISTANCE OF 16.64 FEET; THENCE N88°52'51"E, A DISTANCE OF 6.00 FEET; THENCE S01°07'09"E, A DISTANCE OF 29.00 FEET; THENCE N88°52'52"E, A DISTANCE OF 2.50 FEET; THENCE S01°07'09"E, A DISTANCE OF 79.27 FEET; THENCE N89°44'49"W, A DISTANCE OF 255.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.088 ACRES (90,944 SQUARE FEET) OF LAND, MORE OR LESS.

SURVEYOR'S NOTES

1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO PROVIDE A LEGAL DESCRIPTION FOR A STORMWATER EASEMENT.
2. THIS IS NOT A SURVEY.
3. THE BASIS OF BEARINGS FOR THIS SKETCH IS GRID NORTH, STATE PLANE COORDINATE SYSTEM, FLORIDA WEST, NAD 83, NGS ADJUSTMENT OF 2011. THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 214 BEARS S89°38'17"E.
4. THE PROPERTY DEPICTED ON THIS SKETCH IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
5. THIS LEGAL DESCRIPTION IS INCOMPLETE UNLESS ACCOMPANIED BY A SKETCH OF THE PROPERTY DESCRIBED HEREIN.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

 LEADING EDGE LAND SERVICES INCORPORATED 8802 EXCHANGE DRIVE ORLANDO, FLORIDA 32809 PHONE: (407) 351-6730 FAX: (407) 351-9691 WEB: www.leadingedges.com FLORIDA LICENSED BUSINESS NUMBER LB 6846	SKETCH OF DESCRIPTION FOR OXFORD STORAGE, LLLP	DATE OF DRAWING: 26 JAN 2023	
	SURVEYOR'S CERTIFICATION I, THE UNDERSIGNED, FLORIDA LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SKETCH IN ACCORDANCE WITH FLORIDA ADMINISTRATIVE RULE 5J-17 STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS.  MIKE BAERHOLD PROFESSIONAL SURVEYOR AND MAPPER NUMBER 5575	MANAGER: MAB CADD: EAC PROJECT NUMBER: 521-22017 FIELD BOOK NUMBER: N/A LAST FIELD WORK: N/A CREW CHIEF(S): N/A COMPUTER FILE: 521017ESMT1.DWG SCALE: 1" = 100' SHEET 1 OF 2	

SECTION 18, TOWNSHIP 18 SOUTH, RANGE 23 EAST
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA

LINE TABLE

LINE	BEARING	DISTANCE
L1	N00°07'01"E	20.96'
L2	S89°38'17"E	348.65'
L3	N01°07'38"W	15.01'
L4	S01°07'38"E	44.85'
L5	S01°07'09"E	16.64'
L6	N88°52'51"E	6.00'
L7	S01°07'09"E	29.00'
L8	N88°52'52"E	2.50'
L9	S01°07'09"E	79.27'

EAST LINE - O.R. 4305, PG. 270

- P.O.B. NORTH R/W LINE (BASIS OF BEARINGS)

SW CORNER
SE 1/4 - SE 1/4
SECTION 18, T18S, R23E

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
O.R.	OFFICIAL RECORDS BOOK
PG.	PAGE
R/W	RIGHT OF WAY
T	TOWNSHIP
R	RANGE
LB	LICENSED BUSINESS
PSM	PROFESSIONAL SURVEYOR & MAPPER

GRAPHIC SCALE 1"=100'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**LEADING EDGE
LAND SERVICES
INCORPORATED**

**8802 EXCHANGE DRIVE
ORLANDO, FLORIDA 32809**
PHONE: (407) 351-6730
FAX: (407) 351-9691
WEB: www.leadingedges.com

FLORIDA LICENSED BUSINESS NUMBER LB 6846

**SKETCH OF DESCRIPTION
FOR
OXFORD STORAGE, LLLP**

THIS IS NOT
A SURVEY

DATE OF DRAWING: 26 JAN 2023

MANAGER: MAB	CADD: EAC
--------------	-----------

PROJECT NUMBER: 521-22017

FIELD BOOK NUMBER: N/A

LAST FIELD WORK: N/A

CREW CHIEF(S): N/A

COMPUTER FILE: 521017ESMT1.DWG

SCALE: 1" = 100'	SHEET 2 OF 2
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Prepared by and Return to:
Chad A. Shimel, Esq.
Shimel Law, P.A.
1190 Business Center Drive, Suite 2000
Lake Mary, Florida 32746

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (“Agreement”) is entered into this 31 day of January, 2023, between **Oxford Storage, LLLP**, a Florida limited liability limited partnership (“Oxford”), and **K2M Properties, LLC**, a Florida limited liability company (“K2M”). Together Oxford and K2M shall be referred to as the “Parties”.

RECITALS

WHEREAS, Oxford is the owner of the real property and improvements located at north of CR214 and directly east of 3764 CR 214, Oxford, Florida 34484 and further described in Exhibit “A” attached hereto and incorporated herein by reference (the “Oxford Property”); and

WHEREAS, K2M is the owner of the real property and improvements located at the 3764 CR 214, Oxford, Florida 34484 and as further described in Exhibit “B” attached hereto and incorporated herein by reference (the “K2M Property”); and

WHEREAS, Oxford and K2M desire to grant to each other a reciprocal and perpetual non-exclusive easement for the access, construction, modification, operation and maintenance of certain utilities for the purpose of providing utility services over the utility easement areas, (the “Utility Easement”) including but not limited to water, sewer, and force main lines and related facilities, (collectively the “Utility Facilities”), on that respective portion of the Oxford Property and K2M Property described in Exhibit “C” attached hereto and incorporated herein by reference (the “Utility Area”); and

WHEREAS, Oxford Storage and K2M have agreed that the Utility Easement, Utility Facilities, and Utility Area shall serve both the Oxford Property and K2M Property; and

WHEREAS, the parties desire to formalize the intent of the parties pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties agree as follows:

AGREEMENT

1. Incorporation of Recitals and Exhibits. The recitals set forth above are true and correct, and together with all exhibits attached hereto, are incorporated by reference herein and made a part of this Agreement.

2. Parties; Successors and Assigns; Recordation. Oxford and K2M are the initial parties to this Agreement, as the fee simple owners of the respective parcels of land which are benefited and encumbered by this Agreement. The respective successors and assigns of the parties shall be bound by the terms of this Agreement, without exception. This Agreement shall be recorded in the public records of Sumter County, Florida. This Agreement shall be deemed a covenant running with the land under Florida law as to both the Oxford Property and K2M Property.

3. Utilities.

a) Easement. Oxford does hereby grant, convey and establish in favor of K2M, and K2M does hereby grant, convey and establish in favor of Oxford, a non-exclusive, perpetual easement for the utility services over, across, under and through the Utilities Area. Oxford shall permit, install, maintain, and repair all lines, equipment and facilities which are for the use and benefit of the Oxford Property. K2M shall permit, install, maintain, and repair all lines, equipment and facilities which are for the use and benefit of the K2M Property. Notwithstanding, nothing herein shall prevent either party from maintaining and repairing all lines, equipment and facilities that are located in the Utility Easement Area.

b) Expenses. The cost of the initial installation of any Utility Facilities that are required for the development of the Oxford Property, shall be the sole responsibility of Oxford, along with the cost and expenses with respect to the maintenance, repair, and upkeep of the Utilities Facilities that benefit the Oxford Property. To the extent that the owner of the K2M Property should cause any damage to the Utility Facilities located on the K2M Property such expenses related thereto shall be paid by said owner. In the event K2M elects to utilize the Utility Facilities for the benefit of the K2M Property then the Parties shall keep a record of the cost and expenses incurred in connection with the maintenance, inspections, records and operation of the Utilities Facilities and Utilities Area and will submit an invoice to the other, on the first day of each calendar quarter, for any costs incurred related to same which are for the benefit of the other owner. Said invoices shall be paid in the amount shown on each such invoice within thirty (30) days of the date delivered, the failure of which shall immediately constitute a default under this Agreement, subject to the remedies set forth in Section 13 hereinbelow.

4. Benefit of Easements. The easements created and granted by this Agreement shall be covenants running with the land and shall inure to the benefit of, and be binding upon the Parties, and their respective heirs, successors and assigns, and all persons claiming under them, including but without limitation, their respective, agents, customers, invitees, licensees, tenants, employees, and guests.

5. Indemnity. Each of Oxford and K2M hereby indemnifies and holds the other harmless from any and all liabilities, damages, expenses, causes of action, suits, claims or judgments, including reasonable attorney's fees, arising from personal injury, death or property damage occurring on the Easement Area, except if caused by the act or negligence of the other party, its officers, contractors, invitees, tenants, guests, agents, employees, successors and assigns.

6. Insurance. Each of Oxford and K2M are responsible for maintaining casualty and liability insurance as to each of their respective property, and neither Oxford nor K2M is responsible for insuring the property of the other.

7. Notices. Any notice required under this Agreement shall be in writing and shall be either hand delivered or transmitted by certified or registered mail, postage prepaid with return receipt requested, and with such writing to be addressed to the parties as follows:

To Oxford:

Oxford Storage, LLLP
Attn: Jake Schrimsher
600 East Colonial Drive, Suite 100
Orland, FL 32803

With copy to:

Shimel Law, P.A.
Attn: Chad Shimel, Esq.
1190 Business Center Drive, Suite 2000
Lake Mary, FL 32746

To K2M Properties LLC:

Attn: Kacey Caruthers
1439 NE 134th Road
Oxford, FL 34484

With copy to:

Fredrick K. Ramsey
2263 Foggy Brook Loop
The Villages, FL 32162

The above addresses may be changed by the applicable party to this Agreement, including any successor assign of such party, as to such party, by providing the other party with notice of any such address change in the same manner provided above. In the event that written notice, demand or request is made as provided in this Section 8, then in the event that such notice is returned to the sender by the U.S. Postal System because of insufficient address, or the party moved or otherwise, such writing shall be deemed to have been received by the party to whom it was addressed on the date that such was initially placed in the U.S. Postal System by sender.

8. Modification. There are no other agreements, promises or undertakings, whether written or oral, between the parties with respect to the subject matter hereof except as specifically set forth herein. No alterations, changes, modifications, or amendments shall be made to this Agreement except in writing and signed by the parties hereto.

9. Jurisdiction. This Agreement shall be deemed a Florida contract and construed according to the laws of such state, regardless of whether this Agreement is being executed by any of the parties hereto in other states or otherwise.

10. No Termination for Breach. The breach of this Agreement shall not entitle any party to cancel, rescind or otherwise terminate this Agreement, or any conditions, covenants, easements or restrictions hereunder.

11. Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person or entity, by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person, entity or circumstance; and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

12. Lender's Consent. The consent of any lender holding a mortgage on any portion of the Oxford or K2M may be attached to this Agreement and shall be incorporated herein by this reference.

13. Assessment Lien. Any claim for reimbursement and all costs and expenses including reasonable attorneys' fees awarded to any Party in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting Party in favor of the enforcing party and shall constitute a lien (the "Assessment Lien") against the parcel of the defaulting Party until paid, effective upon the recording of a notice of lien with respect thereto in the Public Records of Sumter County, Florida; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Public Records of Sumter County, Florida prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Party of any default for which a notice of lien was recorded, the party recording same shall promptly record an appropriate release of such notice of lien and Assessment Lien.

[Remainder of Page Left Intentionally Blank; Signatures to Follow]

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year written.

Signed, sealed and delivered in the presence of:

WITNESSESS:

OXFORD STORAGE, LLLP, a Florida limited liability limited partnership

Preston Hage
Name: Preston Hage

By: JPK Partners, LLC, a Florida limited liability company, as Sole General Partner

By: Jacob M. Schrimsher
Jacob M. Schrimsher, as President

Wanda L. Penland
Name: Wanda L. Penland

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 31st day of January, 2023, by Jacob M. Schrimsher, as President of JPK Partners, LLC, a Florida limited liability company, as Sole General Partner of OXFORD STORAGE, LLLP, a Florida limited liability limited partnership, on behalf of the partnership. He ☒ is personally known to me or ☐ has produced as identification.

Wanda L. Penland

Notary Public

Name: _____

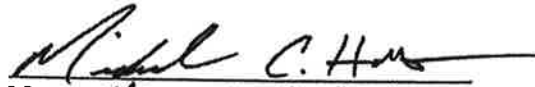
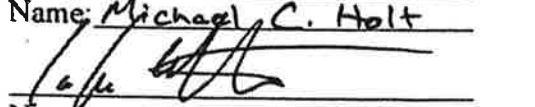
My Commission Expires: _____

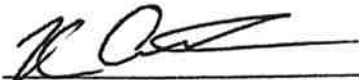


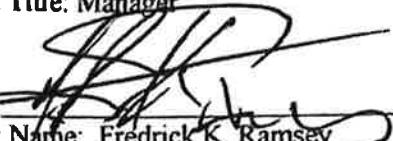
Signed, sealed and delivered in the Presence of:

WITNESSES:

K2M Properties, LLC, a Florida limited liability company


Name: Michael C. Holt

Name: William C. Mitchum

By: 
Print Name: Kacey Caruthers
Print Title: Manager

By: 
Print Name: Fredrick K. Ramsey
Title: Manager

STATE OF FLORIDA)
COUNTY OF Sumter)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on this 31st day of January, 2023, by Kacey Caruthers and Frederick K. Ramsey, as Managers of K2M Properties, LLC, a Florida limited liability company. They ☒ are personally known to me or ☐ have produced _____ as identification.



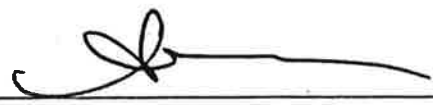

Notary Public
Name: Sara Merritt
My Commission Expires: 02/18/2024

EXHIBIT "A"

Legal Description of the Oxford Property
Parcel ID: D18-215

A portion of the South 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 18, Township 18 South, Range 23 East, Sumter County, Florida, described as follows:

Commence at the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 18, Township 18 South, Range 23 East, Sumter County, Florida; run thence N 00°04'52" E, along the West line of said Southeast 1/4 of the Southeast 1/4 of Section 18, a distance of 20.96 feet to the monumented North Right-of-Way line of County Road 214; thence S 89°40'26" E, along said monumented North Right-of-Way line, a distance of 348.65 feet for a Point of Beginning; thence N 01°07'11" W a distance of 641.02 feet to the North line of the South 1/2 of said Southeast 1/4 of the Southeast 1/4 of Section 18; thence S 89°42'43" E, along said North line a distance of 348.11 feet to the West line of the lands described in Official Records Book 1128, Page 743, Public Records of Sumter County, Florida; thence S 01°07'09" E, along said West line, a distance of 641.25 feet to a point on said monumented North Right-of-Way line of County Road 214; thence N 89°40'26" W, along said monumented North Right-of-Way line, a distance of 348.11 feet to the Point of Beginning.

EXHIBIT "B"

Legal Description of the K2M Property

Parcel ID: D18-044

The South½ of the Southeast 1/4 of the Southeast 1/4 of Section 18, Township 18 South, Range 23 East, LESS AND EXCEPT US Highway 301 Right of Way, LESS AND EXCEPT C.R. 214, Sumter County, Florida.

LESS AND EXCEPT that property described in O.R. Book 1128, Page 743, described as follows: From the Southeast corner of Section 18, Township 18 South, Range 23 East, Sumter County, Florida, run N 89 Degrees, 39' 39" W along south boundary of the Southeast 1/4 of said Section 18, a distance of 67.93 feet, to the west right-of-way of United States Highway 301, and Point of Beginning of the following described parcel of land; From said Point of Beginning, continue N 89 degrees 39' 39" W along the aforesaid south boundary of the Southeast 1/4 of Section 18, a distance of 563.26 feet; then N 01 degrees 06' 22" W, a distance of 660.86 feet, to the north boundary of the South½ of the Southeast 1/4 of the Southeast 1/4 of the aforesaid Section 18; thence S 89 degrees 40' 00" E, along said north boundary, a distance of 561.46 feet, to a point on the west right-of-way of the aforementioned United States Highway 301; thence S 01 degrees 18' 29" E along said west right-of-way, a distance of 550.09 feet, to the Point of curvature of a curve concaved westerly and having a radius of 11391.20 feet; thence southerly, along the arc of said curve, through a central angle of 00 degrees 33' 28", an arc distance of 110.88 feet, to the Point of Beginning and end of this description. Subject to road right-of-way on the south for County Road 214, if any.

INCREASED BY that portion of the Southwest 1/4 of the Southeast 1/4 of Section 18, Township 18 South, Range 23 East, Sumter County, Florida, also being a portion of that land platted as OXFORD OAKS PHASE ONE, lying in the City of Wildwood, Florida, according to the Plat thereof recorded in Plat Book 15, Page 25, of the Public Records of Sumter County, Florida, described as follows:

Begin at the Southeast Corner of the said Southwest 1/4 of the Southeast 1/4; from said Point of Beginning, run N 0 degrees 25' 03" E along the East line thereof for 662.07 feet to the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 18; thence N 89 degrees 34' 57" W for 9.50 feet; thence S 0 degrees 20' 08" E, 662.12 feet to the South line of said Section 18, thence S 89 degrees 18' 18" E, 0.80 feet to the Point of Beginning; less any portion of the above described property lying in Tract B of the aforesaid OXFORD OAKS PHASE ONE.

AND LESS AND EXCEPT:

A portion of the South 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 18, Township 18 South, Range 23 East, Sumter County, Florida, described as follows:

Commence at the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 18, Township 18 South, Range 23 East, Sumter County, Florida; run thence N 00°04'52" E, along the West line of said Southeast 1/4 of the Southeast 1/4 of Section 18, a distance of 20.96 feet to the monumented North Right-of-Way line of County Road 214; thence S 89°40'26" E, along said monumented North Right-of-Way line, a distance of 348.65 feet for a Point of Beginning; thence N 01°07'11" W a distance of 641.02 feet to the North line of the South 1/2 of said Southeast 1/4 of the Southeast 1/4 of Section 18; thence S 89°42'43" E, along said North line a distance of 348.11 feet to the West line of the lands described in Official Records Book 1128, Page 743, Public Records of Sumter County, Florida; thence S 01°07'09" E, along said West line, a distance of 641.25 feet to a point on said monumented North Right-of-Way line of County Road 214; thence N 89°40'26" W, along said monumented North Right-of-Way line, a distance of 348.11 feet to the Point of Beginning.

EXHIBIT "C"

Legal Description of the Utility Easement and Utilities Area

[Insert sketch and description with legal]

SKETCH OF DESCRIPTION SELF STORAGE WILDWOOD UTILITY EASEMENT

LOCATED IN SECTION 18, TOWNSHIP 18 SOUTH, RANGE 23
EAST CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 18, TOWNSHIP 18 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4305, PAGE 270, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 18; THENCE ALONG THE WEST LINE OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 18, N00°07'01"E, A DISTANCE OF 20.96 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 214 (VARIABLE-WIDTH RIGHT OF WAY); THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, S89°38'17"E, A DISTANCE OF 348.65 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4305, PAGE 270 AND THE POINT OF BEGINNING;

THENCE ALONG THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4305, PAGE 270, N01°07'38"W, A DISTANCE OF 15.01 FEET; THENCE DEPARTING SAID WEST LINE, S89°44'49"E, A DISTANCE OF 256.55 FEET; THENCE N00°15'11"E, A DISTANCE OF 14.00 FEET; THENCE S89°44'49"E, A DISTANCE OF 26.00 FEET; THENCE S00°15'11"W, A DISTANCE OF 29.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 214; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, N89°44'49"W, A DISTANCE OF 282.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.106 ACRES (4600 SQUARE FEET) OF LAND, MORE OR LESS.

SURVEYOR'S NOTES

1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO PROVIDE A LEGAL DESCRIPTION FOR A UTILITY EASEMENT.
2. THIS IS NOT A SURVEY.
3. THE BASIS OF BEARINGS FOR THIS SKETCH IS GRID NORTH, STATE PLANE COORDINATE SYSTEM, FLORIDA WEST, NAD 83, NGS ADJUSTMENT OF 2011. THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 214 BEARS S89°38'17"E.
4. THE PROPERTY DEPICTED ON THIS SKETCH IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
5. THIS LEGAL DESCRIPTION IS INCOMPLETE UNLESS ACCOMPANIED BY A SKETCH OF THE PROPERTY DESCRIBED HEREIN.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

 LEADING EDGE LAND SERVICES INCORPORATED 8802 EXCHANGE DRIVE ORLANDO, FLORIDA 32809 PHONE: (407) 351-6730 FAX: (407) 351-9691 WEB: www.leadingedge.com	SKETCH OF DESCRIPTION FOR OXFORD STORAGE, LLLP		DATE OF DRAWING: 27 JAN 2023	
	SURVEYOR'S CERTIFICATION I, THE UNDERSIGNED FLORIDA LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SKETCH IN ACCORDANCE WITH FLORIDA ADMINISTRATIVE RULE 5J-17 STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS. <i>Mike Baerhold</i> DATE: 1-31-2023 MIKE BAERHOLD PROFESSIONAL SURVEYOR AND MAPPER NUMBER 5575		MANAGER: MAB CADD: EAC PROJECT NUMBER: 521-22017 FIELD BOOK NUMBER: N/A LAST FIELD WORK: N/A CREW CHIEF(S): N/A COMPUTER FILE: 521017ESMT3.DWG SCALE: 1" = 60' SHEET 1 OF 2	

SKETCH OF DESCRIPTION SELF STORAGE WILDWOOD UTILITY EASEMENT

LOCATED IN SECTION 18, TOWNSHIP 18 SOUTH, RANGE 23
EAST CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 18, TOWNSHIP 18 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4248, PAGE 257, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 18; THENCE ALONG THE WEST LINE OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 18, N00°07'01"E, A DISTANCE OF 20.96 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4248, PAGE 257 AND NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 214 (VARIABLE-WIDTH RIGHT OF WAY) AND THE POINT OF BEGINNING;

THENCE ALONG THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4248, PAGE 257 THE FOLLOWING THREE (3) COURSES: 1) N00°07'01"E, A DISTANCE OF 6.51 FEET; 2) N89°36'20"W, A DISTANCE OF 0.88 FEET; 3) N00°40'16"W, A DISTANCE OF 8.49 FEET; THENCE DEPARTING SAID WEST LINE, S89°38'17"E, A DISTANCE OF 349.33 FEET TO THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4248, PAGE 257; THENCE ALONG SAID EAST LINE, S01°07'38"E, A DISTANCE OF 15.01 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 214; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, N89°38'17"W, A DISTANCE OF 348.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.120 ACRES (5235 SQUARE FEET) OF LAND, MORE OR LESS.

SURVEYOR'S NOTES

1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO PROVIDE A LEGAL DESCRIPTION FOR A UTILITY EASEMENT.
2. THIS IS NOT A SURVEY.
3. THE BASIS OF BEARINGS FOR THIS SKETCH IS GRID NORTH, STATE PLANE COORDINATE SYSTEM, FLORIDA WEST, NAD 83, NGS ADJUSTMENT OF 2011. THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 214 BEARS S89°38'17"E.
4. THE PROPERTY DEPICTED ON THIS SKETCH IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
5. THIS LEGAL DESCRIPTION IS INCOMPLETE UNLESS ACCOMPANIED BY A SKETCH OF THE PROPERTY DESCRIBED HEREIN.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

 LEADING EDGE LAND SERVICES INCORPORATED 8802 EXCHANGE DRIVE ORLANDO, FLORIDA 32809 PHONE: (407) 351-6730 FAX: (407) 351-9691 WEB: www.leadingedgeis.com	SKETCH OF DESCRIPTION FOR OXFORD STORAGE, LLLP	DATE OF DRAWING: 27 JAN 2023
	SURVEYOR'S CERTIFICATION I, THE UNDERSIGNED FLORIDA LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SKETCH IN ACCORDANCE WITH FLORIDA ADMINISTRATIVE RULE 5J-17 STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS. <i>Mike Baerhold</i> DATE: 1-31-2023 MIKE BAERHOLD PROFESSIONAL SURVEYOR AND MAPPER NUMBER 5575	MANAGER: MAB CADD: EAC PROJECT NUMBER: 521-22017 FIELD BOOK NUMBER: N/A LAST FIELD WORK: N/A CREW CHIEF(S): N/A COMPUTER FILE: 521017ESMT2.DWG SCALE: 1" = 60' SHEET 1 OF 2

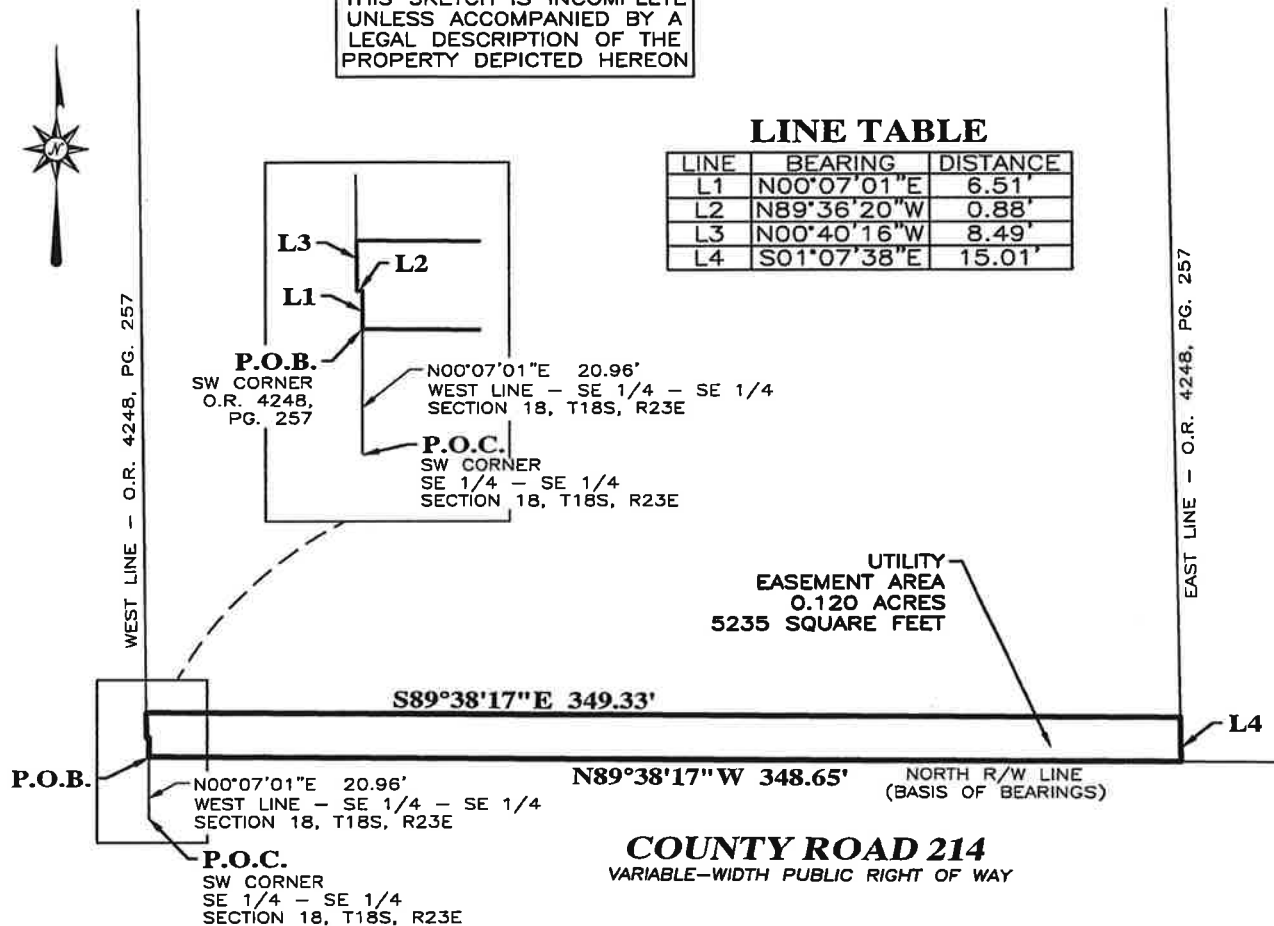
SKETCH OF DESCRIPTION SELF STORAGE WILDWOOD UTILITY EASEMENT

LOCATED IN SECTION 18, TOWNSHIP 18 SOUTH, RANGE 23
EAST CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA

THIS SKETCH IS INCOMPLETE
UNLESS ACCOMPANIED BY A
LEGAL DESCRIPTION OF THE
PROPERTY DEPICTED HEREON

LINE TABLE

LINE	BEARING	DISTANCE
L1	N00°07'01"E	6.51'
L2	N89°36'20"W	0.88'
L3	N00°40'16"W	8.49'
L4	S01°07'38"E	15.01'



LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
O.R.	OFFICIAL RECORDS BOOK
PG.	PAGE
R/W	RIGHT OF WAY
T	TOWNSHIP
R	RANGE
LB	LICENSED BUSINESS
PSM	PROFESSIONAL SURVEYOR & MAPPER

0 60 120

GRAPHIC SCALE 1"=60'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



FLORIDA LICENSED BUSINESS NUMBER LB 6848

**SKETCH OF DESCRIPTION
FOR
OXFORD STORAGE, LLLP**

THIS IS NOT
A SURVEY

DATE OF DRAWING: 27 JAN 2023

MANAGER: MAB	CADD: EAC
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PROJECT NUMBER: 521-22017

FIELD BOOK NUMBER: N/A

LAST FIELD WORK: N/A

CREW CHIEF(S): N/A

COMPUTER FILE: 521017ESMT2.DWG

SCALE: 1" = 60'	SHEET 2 OF 2
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SKETCH OF DESCRIPTION SELF STORAGE WILDWOOD FORCE MAIN EASEMENT

SECTION 18, TOWNSHIP 18 SOUTH, RANGE 23 EAST
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 18, TOWNSHIP 18 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4248, PAGE 257, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 18; THENCE ALONG THE WEST LINE OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 18, N00°07'01"E, A DISTANCE OF 20.96 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 214 (VARIABLE-WIDTH RIGHT OF WAY); THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, S89°38'17"E, A DISTANCE OF 348.65 FEET TO THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4248, PAGE 257; THENCE ALONG SAID EAST LINE, N01°07'38"W, A DISTANCE OF 141.48 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID EAST LINE, N89°39'10"W, A DISTANCE OF 20.92 FEET; THENCE N82°08'04"W, A DISTANCE OF 88.95 FEET; THENCE N89°40'55"W, A DISTANCE OF 239.42 FEET TO THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4248, PAGE 257; THENCE ALONG SAID WEST LINE, N00°40'16"W, A DISTANCE OF 5.00 FEET; THENCE DEPARTING SAID WEST LINE, S89°40'55"E, A DISTANCE OF 239.84 FEET; THENCE S82°08'04"E, A DISTANCE OF 88.95 FEET; THENCE S89°39'10"E, A DISTANCE OF 20.46 FEET TO THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4248, PAGE 257; THENCE ALONG SAID EAST LINE, S01°07'38"E, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.040 ACRES (1746 SQUARE FEET) OF LAND, MORE OR LESS.

SURVEYOR'S NOTES

1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO PROVIDE A LEGAL DESCRIPTION FOR A FORCE MAIN EASEMENT.
2. THIS IS NOT A SURVEY.
3. THE BASIS OF BEARINGS FOR THIS SKETCH IS GRID NORTH, STATE PLANE COORDINATE SYSTEM, FLORIDA WEST, NAD 83, NGS ADJUSTMENT OF 2011. THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 214 BEARS S89°38'17"E.
4. THE PROPERTY DEPICTED ON THIS SKETCH IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
5. THIS LEGAL DESCRIPTION IS INCOMPLETE UNLESS ACCOMPANIED BY A SKETCH OF THE PROPERTY DESCRIBED HEREIN.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

 LEADING EDGE LAND SERVICES INCORPORATED 8802 EXCHANGE DRIVE ORLANDO, FLORIDA 32809 PHONE: (407) 351-6730 FAX: (407) 351-9691 WEB: www.leadingedgels.com FLORIDA LICENSED BUSINESS NUMBER LB 6846	SKETCH OF DESCRIPTION FOR OXFORD STORAGE, LLLP		DATE OF DRAWING: 6 FEB 2023	
	SURVEYOR'S CERTIFICATION		MANAGER: MAB CADD: EAC	
	I, THE UNDERSIGNED, FLORIDA LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SKETCH IN ACCORDANCE WITH FLORIDA ADMINISTRATIVE RULE 5J-17 STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS.		PROJECT NUMBER: 521-22017	
	<i>MAB</i> DATE: 2-07-2023		FIELD BOOK NUMBER: N/A	
	MIKE BAERHOLD PROFESSIONAL SURVEYOR AND MAPPER NUMBER 5575		LAST FIELD WORK: N/A	
		CREW CHIEF(S): N/A		
		COMPUTER FILE: 521017ESMT4.DWG		
		SCALE: 1" = 60' SHEET 1 OF 2		

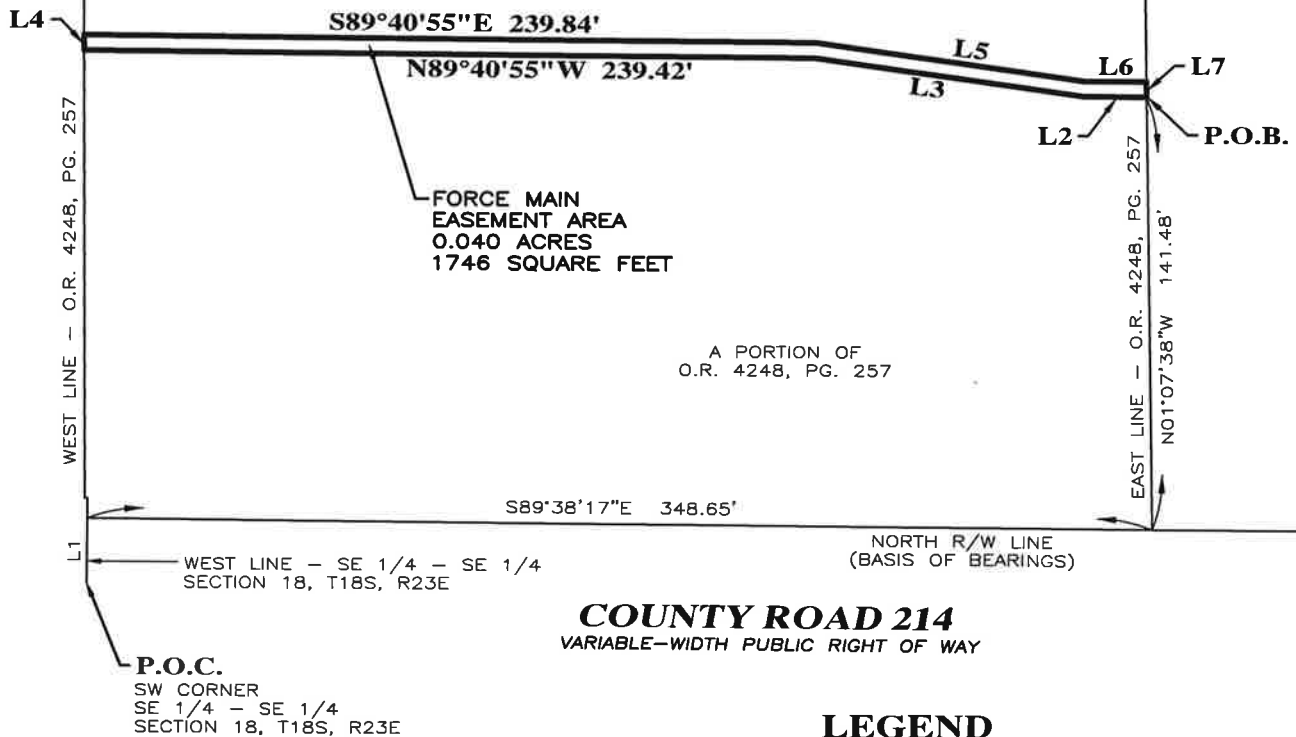
SKETCH OF DESCRIPTION SELF STORAGE WILDWOOD FORCE MAIN EASEMENT

SECTION 18, TOWNSHIP 18 SOUTH, RANGE 23 EAST
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA

LINE TABLE

LINE	BEARING	DISTANCE
L1	N00°07'01"E	20.96'
L2	N89°39'10"W	20.92'
L3	N82°08'04"W	88.95'
L4	N00°40'16"W	5.00'
L5	S82°08'04"E	88.95'
L6	S89°39'10"E	20.46'
L7	S01°07'38"E	5.00'

THIS SKETCH IS INCOMPLETE
UNLESS ACCOMPANIED BY A
LEGAL DESCRIPTION OF THE
PROPERTY DEPICTED HEREON



COUNTY ROAD 214 VARIABLE-WIDTH PUBLIC RIGHT OF WAY

LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
O.R.	OFFICIAL RECORDS BOOK
PG.	PAGE
R/W	RIGHT OF WAY
T	TOWNSHIP
R	RANGE
LB	LICENSED BUSINESS
PSM	PROFESSIONAL SURVEYOR & MAPPER

**LEADING EDGE
LAND SERVICES
INCORPORATED**

8802 EXCHANGE DRIVE
ORLANDO, FLORIDA 32809

PHONE: (407) 351-6730
FAX: (407) 351-9691
WEB: www.leadingedgeels.com

FLORIDA LICENSED BUSINESS NUMBER LB 6846

SKETCH OF DESCRIPTION
FOR
OXFORD STORAGE, LLLP

THIS IS NOT
A SURVEY

DATE OF DRAWING: 6 FEB 2023

MANAGER: MAB CADD: EAC

PROJECT NUMBER: 521-22017

FIELD BOOK NUMBER: N/A

LAST FIELD WORK: N/A

CREW CHIEF(S): N/A

COMPUTER FILE: 521017ESMT4.DWG

SCALE: 1" = 60' SHEET 2 OF 2

Prepared by and
after recording return to:

Shimel Law, P.A.
Chad A. Shimel, Esq.
1190 Business Center Drive, Suite 2000
Lake Mary, Florida 32746

AGREEMENT FOR THE FUTURE INSTALLATION OF PEDESTRIAN SIDEWALK

This Agreement for the Future Installation of Pedestrian Sidewalk ("Agreement") is made and entered into this 13 day of February 2023, between **OXFORD STORAGE, LLLP** ("Oxford Storage"), a Florida limited liability limited partnership or its successors and/or assigns, with its current address at 600 East Colonial Drive, Suite 100, Orlando, Florida 32803 and the **CITY OF WILDWOOD** ("City"), a Florida municipal corporation, with its current address at 100 North Main Street, Wildwood, Florida 34785.

WITNESSETH:

WHEREAS, Oxford Storage is the owner of that certain parcel of real estate located in Sumter County as particularly identified in Exhibit "A" (hereinafter referred to as the "Property").

WHEREAS, City is the owner of that public right-of-way along County Road 214 lying directly south and parallel to the Property (hereinafter referred to as the "Right-of-Way").

WHEREAS, the City has requested that Oxford Storage, its successors and/or assigns, agree to install a standard five-foot (5') pedestrian sidewalk in the public Right-of-Way which is parallel to the southern Three Hundred and Forty-Eight feet of the Property ("herein after the "Sidewalk"), at such time in the future as the City determines that the surrounding development warrants installation of the Sidewalk.

NOW, THEREFORE, in consideration of the following mutual covenants and promises, the sufficiency of same being acknowledged, the parties hereto agree as follows:

1. The recitals above are true and correct and are incorporated herein by this reference.
2. Oxford Storage agrees that it will install the Sidewalk parallel to the southern Three Hundred and Forty-Eight feet (348') of the Property, at such time as the City determines that the surrounding development warrants installation of the Sidewalk. There shall be no obligation for Oxford Storage to install additional sidewalk beyond the east to west boundary lines of the Property.
3. The City agrees to provide Oxford Storage, its successors and/or assigns, written notice of its request for installation of the Sidewalk, upon receipt of which the owner of the Property shall have a commercially reasonable time to complete installation of the Sidewalk.
4. Installation of the Sidewalk shall be made in accordance with the applicable city and county laws, rules, standards, and regulations, and Oxford Storage shall obtain any and all governmental permits and/or approvals required to consummate the installation of the Sidewalk.
5. It is mutually understood by the parties that the Sidewalk shall only be required at such time that the need for the Sidewalk arises based on the surrounding development, as determined by the City.
6. The terms of this Agreement shall run with the land and be binding upon the future owners, heirs, executors, administrators, and assigns of the Property unless the Sidewalk has been install.

7. Upon installation of the Sidewalk this Agreement shall automatically terminate but the City agrees to execute and record a notice of satisfaction and termination of the Agreement in the public records of Sumter County, Florida, if so requested by any future owner of the Property.
8. All notices, requests, consents, and other communications hereunder shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service (e.g., Federal Express or UPS), to the other party, at the address set forth in the first paragraph of this Agreement, or such other address as the parties may specify by notice to the other party from time-to-time.
9. This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.
10. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

[The rest of this page is intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year written above.

Oxford Storage, LLLP, a Florida limited liability limited partnership

By: JPK Partners, LLC, a Florida limited liability company, as Sole General Partner

By: [Signature]
Jacob M. Schrimsher, President

State of Florida
County of Orange

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 20th day of January, 2023 by Jacob M. Schrimsher, President of JPK Partners, LLC, a Florida limited liability company, as Sole General Partner, of Oxford Storage, LLLP, a Florida limited liability limited partnership on behalf of the corporation and the partnership. He/she ☒ is personally known to me or ☐ has produced a driver's license as identification.

[Notary Seal]

[Signature]
Notary Public

Printed Name: Wanda L. Penland

My Commission Expires: _____

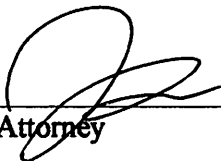


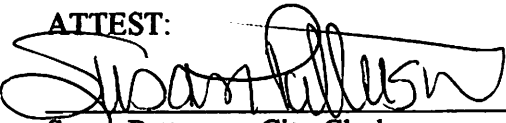
IN WITNESS WHEREOF, the parties have executed this instrument on the day and year written above.

**CITY OF WILDWOOD, FLORIDA, a
Florida Municipal Corporation**

By: 
Title: Mayor
Date: 2-13, 2023

APPROVED AS TO FORM AND LEGALITY:


City Attorney

ATTEST:

Susan Patterson, City Clerk

APPROVED BY THE WILDWOOD CITY COMMISSION ON February 13, 2023

EXHIBIT A

Legal Description of the Property

A portion of the South 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 18, Township 18 South, Range 23 East, Sumter County, Florida, described as follows:

Commence at the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 18, Township 18 South, Range 23 East, Sumter County, Florida; run thence N 00°04'52" E, along the West line of said Southeast 1/4 of the Southeast 1/4 of Section 18, a distance of 20.96 feet to the monumented North Right-of-Way line of County Road 214; thence S 89°40'26" E, along said monumented North Right-of-Way line, a distance of 348.65 feet for a Point of Beginning; thence N 01°07'11" W a distance of 641.02 feet to the North line of the South 1/2 of said Southeast 1/4 of the Southeast 1/4 of Section 18; thence S 89°42'43" E, along said North line a distance of 348.11 feet to the West line of the lands described in Official Records Book 1128, Page 743, Public Records of Sumter County, Florida; thence S 01°07'09" E, along said West line, a distance of 641.25 feet to a point on said monumented North Right-of-Way line of County Road 214; thence N 89°40'26" W, along said monumented North Right-of-Way line, a distance of 348.11 feet to the Point of Beginning.

PLANNING & ZONING BOARD OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: SE 2301-001 Mister Car Wash

REQUESTED ACTION: Staff recommends approval of the Special Exception

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case No: SE 2301-001 Mister Car Wash

Parcel Number(s): G04LCO-011

Property Location: Generally located along Long Key Dr, between CR 466A and Seven Mile Dr.

Owner: Word Family LLC

Applicant: Boos Development

The applicant is seeking Special Exception approval from the City of Wildwood Planning and Zoning Board/Special Magistrate for the Mister Car Wash on a property zoned CMU. Mister Car Wash is a national commercial chain that utilizes a conveyor system to provide customers with a quick and efficient car wash. The proposed structure will be approximately 5430 SF, with twenty-two (22) available parking spaces including one (1) ADA space.

The City's Land Development Regulations, Chapter 3, Table 3-6 allows "Car Wash and Auto detailing facilities" as a Special Exception use in the CMU zoning district.

Analysis/Justification: The Planning and Zoning Board/Special Magistrate shall consider the following requirements and criteria:

1) The proposed use must comply with the Comprehensive Plan;

Comprehensive Plan Policy 1.1.1 Central Mixed Use (CMU) is Intended to accommodate a mix of residential and nonresidential uses.

The proposed use complies with the Comprehensive Plan Policy 1.1.1 by providing a commercial service to residential developments in the nearby area. The proposed development provides a needed service in an area where a mix of uses exists.

2) Size location or number of special exception uses in the area shall be limited so as to maintain the overall character of the district as intended by this Code;

There are no other special exceptions in the immediate vicinity. The closest special exception is approximately 0.83 miles (4,382 ft) to the west.

3) Justification has been presented as to why the special exception should be granted;

The current land use of CMU requires a mix of residential and nonresidential use. The proposed development is desirable to the existing sets of land uses which encompass residential communities and commercial developments. The addition of this development will satisfy both components of the Comprehensive Plan Policy 1.1.1. within the Planned Development.

4) The uses of other property in the neighborhood for purposes already established will not be substantially impaired or diminished

The proposed special exception will not impair or diminish the use of neighboring properties. A special exception approval on the subject property will not interfere with the surrounding property owners' use of their own property in accordance with the zoning district.

5) Consideration has been given to surrounding property values.

The property is currently vacant, and there is no existing structure present. The proposed structure and associated improvements will provide appropriate buffers along the main thoroughfare, per planned development requirements.

(D) 1) Special exceptions may run with the property and the ownership of a special exception use may be transferred to another party.

The special exception should run with the property and may be transferred to another party.

Based on the requirements of the Land Development Regulations along with supporting data and justification provided by the applicant, staff recommends approval of the special exception.

This office has duly noticed this meeting as prescribed by City of Wildwood Code for Public Notices have been posted on the property. A notice of this meeting was published in a newspaper of general circulation (Daily Sun) on October 21, 2022.

DATED: 2/27/2023



Shaun Raja
Planner, Development Services Department

To: City of Wildwood

From: Mister Car Wash

Date: February 13, 2023

Subj: Mister Car Wash – Wildwood, FL

Legal Description:

LOT CO-11, TRAILWINDS REPLAT ONE, ACCORDING TO THE MAP
OR PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE(S) 44,
OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA

Narrative:

The proposed development will consist of a conveyor-type stand-alone express car wash building. Additionally, the site redevelopment is proposed to include construction of parking, landscaping, utilities, stormwater management, vacuum equipment, signage, and lighting to support the proposed development.

Regarding the operations of the Car Wash, it is anticipated that vehicles will enter the drive lane and continue towards the point-of-sale canopy where customers are greeted by a Customer Service Attendant. The Mister Car Wash business model is unique in that the majority of its customers are Unlimited Wash Club members. All members have an RFID sticker on their windshield that is automatically scanned as they pull into the designated member lanes. This system efficiently keeps vehicles moving through the site as members are not stopping to pay during each visit – this ultimately reduces wait times and queuing. Non-member customers are assisted by the Customer Service Attendant to select a wash and help to efficiently keep the queue moving forward. Once past the point-of-sale, vehicles travel around the loop and are guided into the car wash tunnel. Mister Car Wash operates conveyor tunnels that are designed to wash multiple cars at any given time allowing for a constant stream of customers moving through. Once through the car wash tunnel, customers have the choice of continuing to the interior self-serve vacuum stalls or exiting the site. In general, this is a quick-serve express car wash, and there are typically two or three employees on-site at any given time.

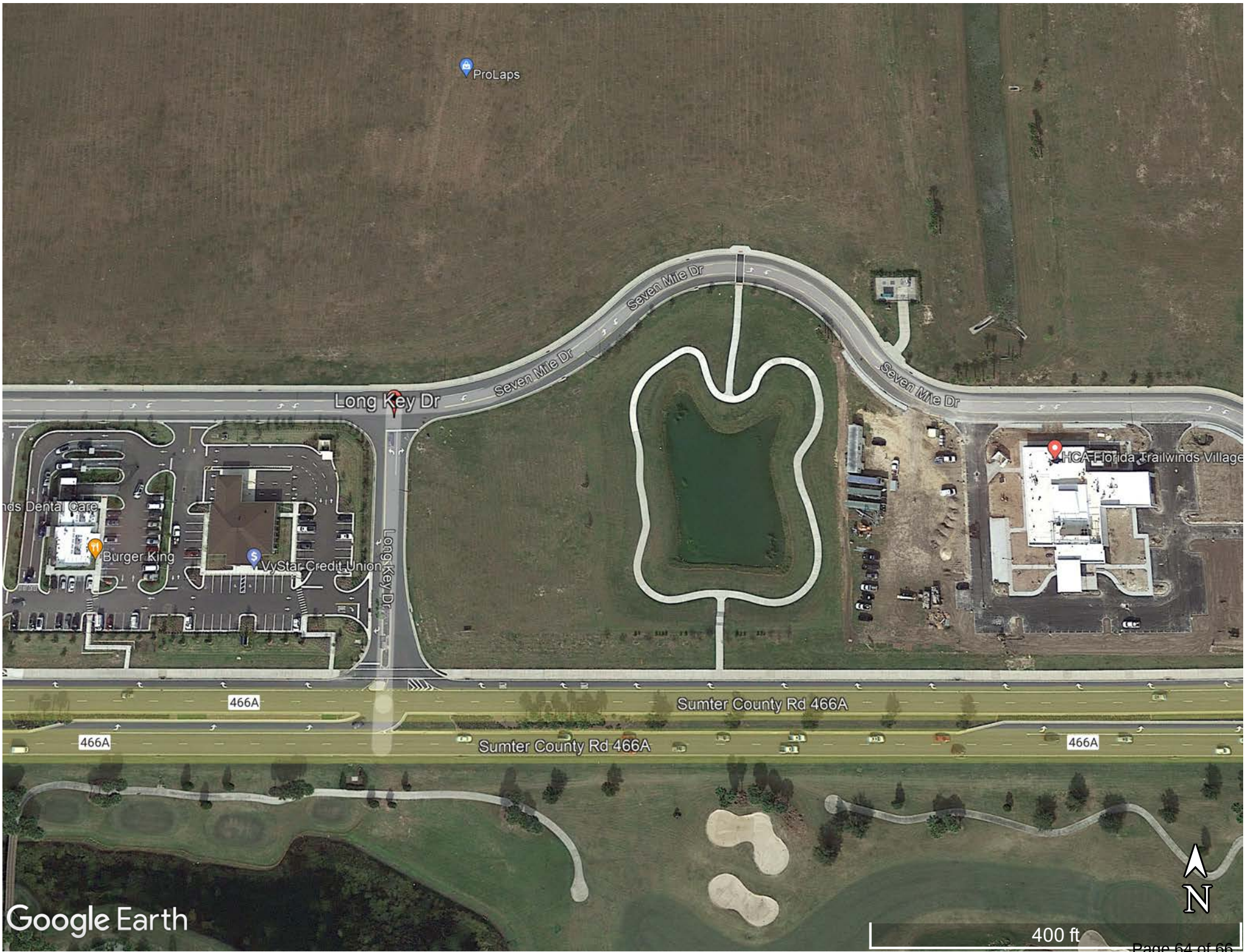
Please contact me at (713) 449-9447 if you have any questions.

Sincerely,

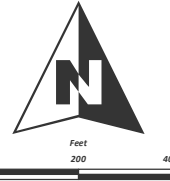
Mister Car Wash

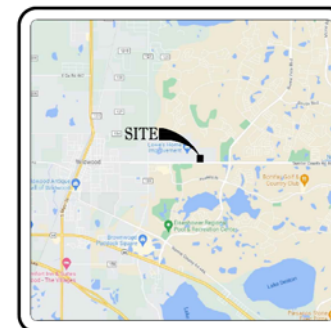
Lauren Smith

Lauren Smith, Project Manager





 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 Feet 0 200 400	SE 2301-001 MISTER CAR WASH PARCEL G04LCO-011	MAP 1B LOCATION MAP FEBRUARY 2023
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SITE DATA

1. ALL DIMENSIONS SHOWN ARE SHOWN AT FACE OF CURB, UNLESS OTHERWISE NOTED. "N/A" INDICATES DIMENSION IS TO BACK OF CURB.
2. ALL FACE DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
3. ALL PAVEMENT MARKINGS AND SIGNS SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, STREET LIGHTS AND SIGNS, LATEST EDITION AND SUMMIT COUNTY LAND DEVELOPMENT CODE.
4. FEE STANDING SIGNAGE SHOWN ONLY FOR REPRESENTATIONAL PURPOSES, AND NOT TO BE USED FOR ANY OTHER PURPOSES.
5. A MAINTENANCE EASEMENT WILL BE PROVIDED TO THE CURB FOR THE PORTION OF SIDEWALK ON PRIVATE PROPERTY.
6. PAVEMENT FOR DRIVE AND WALKWAYS AREAS WILL NOT BE FENCED, UNLESS REQUIRED BY ANOTHER REVIEWING AGENCY.
7. ALL WORK WITHIN THE FOOT R.O.W. SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION (2018 EDITION) AND MAINTENANCE PLANS (2018 EDITION).
8. MAINTENANCE OF TRAFFIC PLAN FOR WORK ZONES SHALL BE IN CONFORMANCE WITH THE MINIMUM REQUIREMENTS FOR TRAFFIC CONTROL AND SIGNS ACCORDING TO THE TYPE OF ROADWAY AND TYPE OF WORK BEING PERFORMED.
9. STANDARD PLANS INCLUDE A MINIMUM 4' SIDEWALK FOR PEDESTRIAN CONTROL, CLOSURE OF SIDEWALKS.
10. ANY DAMAGED SIDEWALK ON CURB WITHIN THE FOOT R.O.W. SHALL BE REMOVED AND REPLACED WITHIN 10 BUSINESS DAYS.
11. ALL SIDEWALKS WITHIN THE FOOT R.O.W. SHALL COMPLY WITH FOOT STANDARD PLANS RIDE 002 AND BE CONSTRUCTED OF A MINIMUM 4" THICK FOCK CLASS 3000 PORTLAND CEMENT CONCRETE. SIDEWALKS SHALL BE CONSTRUCTED TO THE STANDARD PLANS RIDE 002 PER FOOT STANDARD PLANS RIDE 002.02.
12. ALL WORK REQUIRING LAND CLOSURES SHALL BE PERFORMED DURING DARKNESS AND WITH THE PROTECTION OF FLAGMEN.
13. ALL DISTURBED AREAS WITHIN THE FOOT R.O.W. WILL BE SOODED.

LOT CO-11, TRAILWINDS REPLAT ONE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE(S) 44, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

THE PARCEL APPEARS TO FALL WITHIN FLOOD ZONE "X", AS SHOWN ON THE FLOOD INSURANCE RATE MAP 12119C, COMMUNITY PANEL NUMBER 0132 D, MAP REVISED 09/27/2013.

ELEVATIONS DEPICTED HEREON BASED UPON N.A. V.D. 88 DATUM PER NGS CONTROL POINT *SUMTER 41. SITE BENCHMARKS ARE AS DEPICTED HEREON.

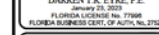
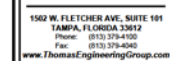
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AND LONG KEY DR
SUMTER COUNTY



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