MOUNT DORA CITY COUNCIL MEETING
June 21, 2016, 6:00 p.m.
City Hall Board Room, 510 N. Baker Street

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENT (Please limit comments to 3 minutes)

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. Approval of City Council Minutes dated June 7, 2016 03

PRESENTATIONS

1. Website Refresh 09

PUBLIC HEARINGS

ORDINANCES

1. First Reading of Ordinance No. 2016-04; Proposed Amendment to the Mount Dora Land Development Code Updating the Employment Center Zoning District 17

OLD BUSINESS

1. Britt Road Utilities – Booth, Ern, Straughan & Hiott (BESH) Addendum #4 for Revised Design and Easement Acquisition Services 26
2. Proposal for Engineering Master Plan for Utilities along the Round Lake Corridor south of SR 46 and within the Innovation District  

3. Florida Department of Transportation (FDOT) Utility Preliminary Engineering Agreements for the Wekiva Parkway Sections 3A & 3B  

4. First Baptist Church Shelter Agreement  

NEW BUSINESS  

1. Consideration to Approve the 2016 Mount Dora Seafood Festival  

CITY ATTORNEY UPDATE  

CITY MANAGER UPDATE  

CITY COUNCIL COMMENTS  

ADJOURNMENT  

NOTICE: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person 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.  

NOTICE: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Gwen Johns, City Clerk, no later than seven (7) days prior to the proceedings. Telephone (352) 735-7126 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.  

City Council meetings will be recorded and under the State of Florida General Records Schedule, Audio Recordings are retained on file for two (2) anniversary years after adoption of the official minutes. Recent audio recordings available at http://www.ci.mount-dora.fl.us/Archive.aspx?AMID=70  

NOTICE: In accordance with a policy placed by the City Council of the City of Mount Dora, citizens are advised that the City Council may take action and vote on any item that is brought up at a City Council Meeting.
Having been duly advertised as required by law, Mayor Nick Girone called the Regular City Council meeting to order at 6:00 p.m.

Mayor Girone called for a moment of silence and Pledge of Allegiance to the Flag.

**Members Present**
Nick Girone, Mayor  
Ed Rowlett, Vice-Mayor  
Laurie Tillett, District 1  
Mark Slaby, At-Large  
Cal Rolfson, District 2  
Marc Crail, District 4  
Marie Rich, At-Large

**Also Present**
Kim Leinbach, Interim City Manager  
Lonnie Groot, City Attorney  
Jenna Theierl, Recording Clerk

**PUBLIC COMMENTS**

William Waddell, 831 N. Grandview St, discussed the need to enforce property standards on Grandview St between 7th and 9th Avenues.

Joe Gillespie, 2022 Sunset Rd, asked how much had been spent on biosolids thus far.

Rozann Abato, 541 E. 1st Ave, invited everyone to a short veteran’s memorial and wreath laying ceremony at noon on Flag Day, June 14, at 5th Avenue and Donnelly Street.

Renee Milota, 1701 Lakeshore Drive, talked about the upcoming concert by local band 1U, who will be playing at the community building on June 25 at 7 p.m.

Don Stuart, 1622 Normandy Drive, spoke about the upcoming multi award winning documentary "For The Bible Tells Me So" playing at the Community Building June 24 at 6 p.m.

**APPROVAL OF AGENDA**

*Motion was made by Councilmember Rolfson to approve the agenda; Councilmember Rowlett seconded the motion. The motion was approved by a unanimous voice vote.*

**APPROVAL OF MINUTES**

1. Approval of City Council minutes dated May 3, 2016  
2. Approval of Capital Improvement Plan (CIP) minutes dated May 12, 2016  
3. Approval of City Council minutes dated May 17, 2016
Mr. Rowlett requested one typo correction to the May 17, 2016 minutes. On page 2, the vote for Ordinance 2016-18 by Mr. Rowlett was “YES” not “EYS”.

Motion was made by Councilmember Rowlett to approve the minutes for May 3, 2016; May 12, 2016 and May 17, 2016 as transcribed with the one above mentioned correction; Councilmember Crail seconded the motion. The motion was approved by unanimous voice vote.

PRESENTATIONS
1. Code Enforcement Overview

PUBLIC HEARINGS
RESOLUTION
1. Approval of Resolution 2016-24, Municipal Election 2016

Lonnie Groot, City Attorney, read Resolution 2016-24 by title only.

RESOLUTION 2016-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, CALLING FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD TUESDAY, NOVEMBER 8, 2016, AND IF DEEMED NECESSARY UNDER THE CITY CHARTER, A RUN-OFF ELECTION WOULD BE HELD SUBSEQUENTLY BASED ON CONSENT OBTAINED FROM THE LAKE COUNTY SUPERVISOR OF ELECTIONS AS TO A DATE WHEN THE REGISTRATION BOOKS CAN BE AVAILABLE (F.S. 100.151); FOR THE PURPOSE OF ELECTING COUNCIL SEATS AT-LARGE EVEN, DISTRICT 2 AND DISTRICT 3 FOR TWO YEAR TERMS; REQUESTING THE LAKE COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE ELECTION; DESIGNATING POLLING LOCATIONS; NAMING THE CANVASSING BOARD; ESTABLISHING ELECTION PROCEDURES; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Motion was made by Councilmember Rolfson to approve Resolution 2016-24; Councilmember Tillett seconded the motion. The motion was approved by roll call vote of 7-0.

Mr. Rolfson YES
Ms. Tillett YES
Mr. Rowlett YES
Mr. Slaby YES
Ms. Rich YES
Mr. Crail YES
Mayor Girone YES
2. Approval of Resolution 2016-16, re-imposition of fire assessment fee describing method of assessment to property and initial rate.

Lonnie Groot, City Attorney, read Ordinance 2016-16 by title only.

RESOLUTION 2016-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, RELATING TO THE RE-IMPOSITION OF THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS; PROVIDING AUTHORITY, PURPOSE, AND DEFINITIONS; PROVIDING LEGISLATIVE FINDINGS; DESCRIBING THE METHOD OF ASSESSING FIRE SERVICES ASSESSMENT COSTS AGAINST PROPERTIES WITHIN THE CITY OF MOUNT DORA; DETERMINING THE FIRE ASSESSMENT COST AND INITIAL FIRE SERVICE ASSESSMENTS; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC NOTICE THEREFORE; PROVIDING SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Motion was made by Councilmember Crail to approve Resolution 2016-16; Councilmember Rich seconded the motion. The motion was approved by roll call vote of 6-1.

Mr. Crail YES
Ms. Rich YES
Mr. Rolfson YES
Ms. Tillett YES
Mr. Rowlett NO
Mr. Slaby YES
Mayor Girone YES

NEW BUSINESS

1. Approval to purchase two new fire apparatus from Pierce Manufacturing.

Motion was made by Councilmember Rolfson for the purchase of two new fire trucks; Councilmember Rich seconded the motion. The motion was approved by roll call vote of 7-0.

Mr. Rolfson YES
Ms. Rich YES
Mr. Crail YES
Ms. Tillett YES
Mr. Rowlett YES
Mr. Slaby YES
Mayor Girone YES
2. Approval to grant a five foot easement to the City of Leesburg for installation of a new fiber optic cable to fire station #35.

Motion was made by Councilmember Rolfson to grant the five foot easement to the City of Leesburg; Councilmember Rich seconded the motion. The motion was approved by roll call vote of 7-0.

<table>
<thead>
<tr>
<th>Name</th>
<th>Vote</th>
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<tbody>
<tr>
<td>Mr. Rowlett</td>
<td>YES</td>
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<tr>
<td>Mr. Rolfson</td>
<td>YES</td>
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<td>Ms. Rich</td>
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<td>Mr. Crail</td>
<td>YES</td>
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<td>Ms. Tillett</td>
<td>YES</td>
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<td>Mr. Slaby</td>
<td>YES</td>
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<tr>
<td>Mayor Girone</td>
<td>YES</td>
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</tbody>
</table>

3. Interlocal agreement with Lake County for the paving of 5th Avenue.

Council unanimously agreed the interlocal agreement provided was not in the best interest of the City due to the unknown conditions under the asphalt. Council tabled this item and asked staff to attempt further negotiations to the agreement with Lake County.

BOARD APPLICATIONS/APPOINTMENTS

Mayor Girone appointed Anthony Sabatini as an alternate on the Library Advisory Board; Councilmember Rowlett seconded the motion. The motion was approved by unanimous voice vote.

CITY ATTORNEY UPDATE

None

CITY MANAGER UPDATE

Mr. Slavin will be at the July 5, 2016 meeting with applications and recommendations for the City Manager position.

Florida League of Cities needs a voting delegate for the City at the next conference. Mayor Girone advised he would be attending and could vote on behalf of the City. Council agreed.

Motion was made by Councilmember Tillett to appoint Mayor Girone voting delegate at the upcoming Florida League of Cities conference; Councilmember Rowlett seconded the motion. The motion was approved by unanimous voice vote.
CITY COUNCIL COMMENTS

Mr. Crail thanked Chief Kerkhof for resolving an issue with EMS calls being routed incorrectly due to a phone carrier issue.

Ms. Rich reflected on her time served with and memories of former Councilman Michael Tedder.

Mr. Slaby felt council should keep parking issues and talk of street closures in mind during the planning process.

Mr. Slaby felt the following items should be discussed in more detail at the next council meeting:

- More in depth CIP budget discussion. Mr. Leinbach advised there will be future CIP meetings at the end of July/early August.

- Review documents and discuss whether the City Clerk should be a chartered position or remain as is. This is a time sensitive matter considering if a Charter amendment is necessary, an ordinance would have to be prepared with language for the November election ballot.

Motion was made by Councilmember Slaby to discuss whether the City Clerk position should be a charter position; Councilmember Tillett seconded the motion. The motion was approved by roll call vote of 4-3.

Mr. Slaby YES
Ms. Tillett YES
Mr. Rolfson NO
Ms. Rich NO
Mr. Crail NO
Mr. Rowlett YES
Mayor Girone YES

- Purchasing policies and agreements. Mr. Crail suggested Mr. Leinbach, Mr. Groot and maybe Mayor Girone meet to discuss the policies first then bring recommendations to Council for consideration.

Mr. Slaby commented that there should be one designated spokesperson for the City, like the Mayor, to avoid negative publicity.

Mr. Rolfson thanked Mr. Leinbach for his service and always being open and available. Mr. Rolfson went on to praise the wonderful staff that serves the City.

Ms. Tillett asked staff to look into if there is a City policy that only allows one council member to attend conferences.
Ms. Tillett asked that the council tables be reconfigured so that councilmembers can see each other.

Mr. Girone also thanked staff and was optimistic about the applicants for the City Manager position.

**ADJOURNMENT**

The City Council meeting was adjourned at approximately 9:16 pm.

___________________________________________________________
Nick Girone, Mayor

Gwen Keough-Johns, MMC
City Clerk

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WEB SITE REFRESH INTRODUCTION

• Per the City of Mount Dora’s contract with current website hosting platform and CMS, Civic Plus, after four years a FREE website refresh is offered.

• The refresh includes migration of content to Civic Plus’ latest platform and an update of the look and feel of the site in its entirety.

• This presentation will walk you through the update and how it addresses concerns of the current website.

• Please keep in mind, there are not many creative liberties the City can take with the options offered by Civic Plus; however, we feel that many of the problems commonly mentioned about our current website are addressed through this refresh.
2016 WEBSITE STATISTICS

Average page views per month: 80,000

Average visits per month: 34,000

Average duration on website: 5 minutes
MOST VISITED PAGES

1. Homepage
2. Online Bill Pay
3. Special Events/Calendar
4. Employment Opportunities
5. Facilities (Parks & Rec)
6. Code Red
7. Directory
EVENTS

AUGUST

Sun  Mon  Tue  Wed  Thu  Fri  Sat
1    2    3    4    5    6    7
8    9   10   11   12   13   14
15   16   17   18   19   20   21
22   23   24   25   26   27   28
29   30   31   1    2    3    4

Sun, August 1
This is an example of an event.

Tue, August 10
This is an example of an event.

Tue, August 17
This is an example of an event.

Fri, August 20
This is an example of an event.
This is an example of an interior page.

Subhead One
Lorem ipsum is simply dummy text of the printing and typesetting industry. Lorem ipsum has been the industry's standard dummy text ever since the 1960s. It is a long established fact that a reader will be distracted by the readable content of a page when looking at its layout. The point of using Lorem Ipsum is that it has a more-or-less normal distribution of letters, making it look like readable English.

Subhead Two
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CONCERNS ADDRESSED WITH REFRESH

1. Calendar update
2. Aesthetics
3. Connection to BS&A
4. Homepage Navigation
5. Department characterization ability
6. Content update (through process of redesign)
DATE:       June 21, 2016

TO:         Mayor and City Council

FROM:       Vince Sandersfeld, Interim Planning Director

VIA:        Kim Leinbach, Interim City Manager

RE:         First Reading of Ordinance No. 2016-04 Proposed Amendment to the Mount Dora Land Development Code Updating the Employment Center Zoning District; Determine to Hold Hearing for Second Reading and Adoption.

SUMMARY OF RECOMMENDATION:

Staff recommends City Council approve Ordinance No. 2016-04 on first reading to amend the Mount Dora Land Development Code updating the Employment Center Zoning District as follows: Limited multi-family residential uses may be allowed as a Conditional Use Permit and/or within a Planned Unit Development (PUD); prohibit single-family uses; and allow hospitals as a permitted use (by right). Upon approval of first reading, the City Council would hold a hearing for second reading and adoption.

The sequence of events leading to presentation to City Council is as follows:

The Planning and Zoning Commission at their regularly scheduled meeting on May 18, 2016, recommended amendments to the City’s Land Development Code to update the Employment Center Zoning District as contained in the attached ordinance, with clarification to the PUD cross-reference to list “Section 3.4.5.2.b LDC.”

REFERENCES/SUPPORT:

Section 3.4.15, LDC
Section 3.4.5.2.b, LDC

ANALYSIS:

On April 18, 2016, the City Council adopted text amendments to the City's Comprehensive Plan. These amendments updated the Employment Center land use category, as follows: Limited multi-family residential uses may be allowed as a Conditional Use Permit and/or within a Planned Unit Development (PUD); prohibit single-family uses; and allow hospitals as a permitted use (by right). These changes are consistent with the recently adopted Comprehensive Plan [Policy 4.g(12)]. For consistency, the Land Development Code is being updated to reflect these changes to the Employment Center zoning district accordingly.
The intent of the EC Zoning District is to allow for logical development of land for major office complexes and light clean industrial in attractively designed park-type settings, and to assure adequate design in order to maintain the integrity of existing or future nearby residential areas.

As part of the permitted use changes to the EC Zoning District, limited multiple family residential uses may be allowed, on a case-by-case, to ensure flexibility in the development and timing of residential uses.

As shown in new text (underlined) on page 2 of the proposed Ordinance No. 2016-04 Conditional Uses/PUD, letter “h” cross-referenced limited multi-family PUD Section 3.4.5.2.b of the City’s Land Development Code. In cases where the City received development requests for limited multi-family, there is a cap on the amount of residential land at 25% of the land area that can be considered. Proposed PUD/CUP projects can be negotiated, but not guaranteed, for limited multi-family residential. Plus, the timing of uses can be designed in each project proposal. The updated EC Zoning District reflects these strategies.

These code sections are attached to this staff report for clarification.

**ATTACHMENTS:**

Ordinance No. 2016-04
EC Zoning District
PUD Zoning District – Permitted Uses
ORDINANCE NO: 2016-04

AN ORDINANCE OF THE CITY OF MOUNT DORA, LAKE COUNTY, FLORIDA, AMENDING SECTION 3.4.15 OF THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE BY REVISING THE EMPLOYMENT CENTER ZONING DISTRICT BY REVISING THE PERMITTED, CONDITIONAL, AND PROHIBITED USES; PROVIDING FOR LEGISLATIVE FINDINGS, IMPLEMENTING ADMINISTRATIVE ACTIONS, A SAVINGS PROVISION, CONFLICTS, SEVERABILITY, CODIFICATION AND SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora regulates site standards by exercising its home rule powers in the best interest of the health, safety, welfare, and enjoyment of its citizens; and

WHEREAS, the City Council from time to time provides updates and amendments to the Land Development Code and Code of Ordinances, City of Mount Dora, Florida; and

WHEREAS, the City Council on April 19, 2016, adopted Mount Dora Comprehensive Plan Amendments which necessitated various updates to the permitted, conditional, and prohibited uses within the Employment Center zoning district as set forth in the City's Land Development Code; and

WHEREAS, the City Council is desirous to clarify and update zoning district in order to regulate and restrict intensity of uses and to ensure consistency between the provisions of the Mount Dora Comprehensive Plan Amendments and the City's Land Development Code; and

WHEREAS, the City Council of the City of Mount Dora hereby finds and determines that the provisions of this Ordinance advance a legitimate public purpose and promote and protect the public health, safety, morals and welfare of the public.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mount Dora, Florida, as follows:

SECTION 1: LEGISLATIVE FINDINGS. The recitals set forth above are hereby adopted as legislative findings of the City Council of the City of Mount Dora.

SECTION 2: AMENDMENT OF THE CITY’S LAND DEVELOPMENT CODE.
Section 3.4.15 of the EC Employment Center District of the City of Mount Dora Land Development Code is hereby revised as follows:

Section 3.4 Establishment of Zoning Districts
***
Section 3.4.15 EC Employment Center District

2. Permitted uses:
Ordinance No. 2016-04

a. Medical and pharmaceutical research complexes.
b. General office buildings.
c. Professional offices.
d. Financial offices.
e. Telephone and utility business offices.
f. Public uses.
g. Banking centers.
h. Technology based research and development.
i. Hospitals.

3. Conditional uses (see section 2.5.1.5 for criteria) and certain uses permitted within properties assigned the Planned Unit Development (PUD) District:

a. Commercial parking facilities.
b. Public and private schools, colleges and universities.
c. Hospitals and nursing homes.
d. Day care centers associated with another use.
e. Telecommunication towers (subject to subsection 3.5.21).
f. Manufacturing, warehousing and distribution centers associated with corporate headquarters or research and development facilities.
g. Retail uses associated with another use so long as such use occupies no more than ten percent of the space available for use.
h. Limited multi-family residential subject to compliance with the standards of subsection 3.4.5.2.b pertaining to the Planned Units Development (PUD) District (planned commercial/office centers).
i. Other similar uses if determined to be compatible by the planning and zoning commission.

4. Prohibited uses:

a. Medical marijuana dispensaries.
b. Non-medical marijuana sales.
c. Cannabis farms.
d. Single-family residential.

SECTION 3: IMPLEMENTING ADMINISTRATIVE ACTIONS. The staff of the Mount Dora Planning and Development Department is hereby authorized and directed to take such actions as may be necessary and appropriate in order to implement the provisions of this Ordinance.

SECTION 4: SAVINGS PROVISION. All prior actions of the City of Mount Dora Land Development Code in terms of the adoption and implementation of the Mount Dora Land Development Code, as well as any and all projects, programs and matters relating thereto, are hereby ratified and affirmed.

Underlined words constitute additions while strikethrough constitutes deletions, and asterisks (*** ) indicate an omission from the existing text which is intended to remain unchanged.
SECTION 5: CONFLICTS. All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 6: SEVERABILITY. If any section or portions of a section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Ordinance.

SECTION 7: CODIFICATION; SCRIVENER'S ERRORS.

(a). The provisions of this Ordinance shall be codified as and become and be made a part of the Land Development Code of the City of Mount Dora.

(b). The sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the Code codifier.

(c). Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected without the need for a public hearing.

SECTION 8: EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption.

PASSED AND ORDAINED this ___ day of ______2016, by the City Council of the City of Mount Dora, Florida.

ATTEST: __________________________  __________________________
Gwen Johns, City Clerk    Nick Girone, Mayor
City of Mount Dora     City of Mount Dora

Date of First Reading: __________________________
Date of Second Reading: __________________________
Duly Advertised: __________________________

Approved as to form and legality:

Lonnie N. Groot, City Attorney
City of Mount Dora

Underlined words constitute additions while strikethrough constitutes deletions, and asterisks (***)) indicate an omission from the existing text which is intended to remain unchanged.
3.4.15. **EC Employment Center District.**

1. *Description of district.* The intent of the EC Employment Center District is to promote orderly and logical development of land for major office complexes and light, clean industrial development in attractively designed, park-type settings, and to assure adequate design in order to maintain the integrity of existing or future nearby residential areas. The ultimate site must be large enough to meet the standards set forth herein while retaining a well-landscaped image so as to readily blend with nearby residential areas. It is intended that a minimum number of points of ingress and egress be utilized in order to reduce the traffic impact on adjacent streets and thus enhance traffic movement. The district is most generally located on, or having access to, arterial or collector roadways. Areas of the city appropriate for this district are included in the "office" designations on the future land use map of the comprehensive plan and within the "employment center" of the Lake County/Mount Dora Joint Planning Area.

2. *Permitted uses:*
   a. Medical and pharmaceutical research complexes.
   b. General office buildings.
   c. Professional offices.
   d. Financial offices.
   e. Telephone and utility business offices.
   f. Public uses.
   g. Banking centers.
   h. Technology based research and development

3. *Conditional uses (See section 2.5.1.5):*
   a. Commercial parking facilities.
   b. Public and private schools, colleges and universities.
   c. Hospitals and nursing homes.
   d. Day care centers associated with another use.
   e. Telecommunication towers (subject to subsection 3.5.21).
   f. Manufacturing, warehousing and distribution centers associated with corporate headquarters or research and development facilities.
   g. Retail uses associated with another use so long as such use occupies no more than ten percent of the space available for use
   h. Other similar uses if determined to be compatible by the planning and zoning commission.

4. *Prohibited uses:*
   a. Medical marijuana dispensaries.
   b. Non-medical marijuana sales.
   c. Cannabis farms.
5. **Other requirements.** In addition to the requirements of section 2.5 for the conditional uses set forth above, the planning and zoning commission shall determine that there are adequate systems to prevent ground, air or noise pollution, that the required setback requirements of the EC district are adequate for the proposed conditional use, and that the facility shall conform to the standards set in the description of the EC district in subsection 3.4.15.1 above.

6. **Site development standards:**

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<tr>
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<th>Minimum building setbacks (ft.)</th>
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<tr>
<td>a.</td>
<td>Front yard</td>
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<td>Side yard</td>
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<td>Rear yard</td>
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<td>From any street</td>
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<td>b.</td>
<td>Minimum lot size (sq. ft.)</td>
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<td>c.</td>
<td>Minimum lot width (ft.)</td>
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<td>d.</td>
<td>Maximum building height (ft.)</td>
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<tr>
<td>e.</td>
<td>Parking</td>
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<tr>
<td>f.</td>
<td>Landscaping/buffers</td>
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<tr>
<td>g.</td>
<td>Signs</td>
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<tr>
<td>h.</td>
<td>Access</td>
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*C-3 standard shall apply*
3.4.5. PUD Planned Unit Development District:

1. Description of district. This district is established to:

   a. Provide for planned residential communities containing a variety of residential structures and a diversity of building arrangements, with complementary and compatible commercial or industrial uses or both; planned commercial centers with complementary and compatible residential or industrial uses or both; or planned industrial parks with complementary and compatible residential or commercial uses or both developed in accordance with an approved final development plan.

   b. Allow diversification of uses, structures and open spaces in a manner compatible with existing and permitted land uses on abutting properties.

   c. Reduce improvement costs through a more efficient use of land and a smaller network of utilities and streets than is possible through the application of other zoning districts.

   d. Ensure that development will occur according to the limitations of use, design, density, coverage and phasing stipulated on an approved final development plan.

   e. Preserve the natural amenities and environmental assets of the land by encouraging the preservation and improvement of scenic and functional open areas.

   f. Encourage an increase in the amount of usable open space areas by permitting a more economical and concentrated use of building areas than would be possible through conventional subdivision practices.

   g. Provide the maximum opportunity for the application of innovative concepts of site planning in the creation of aesthetically pleasing living, shopping and working environments on properties of adequate size, shape and location. The Planned Unit Development district is permitted within all land use categories shown on the future land use map of the comprehensive plan.

2. Permitted uses:

   a. Planned residential communities: Complementary and compatible commercial/office uses may be included if they are compatibly and harmoniously designed into the total residential community within a planned unit development district. Nonresidential uses may comprise no more than 25 percent of the total land area.

   b. Planned commercial/office center: Complementary and compatible residential and industrial uses may be included if properly designed into the total commercial center within a planned unit development district. Residential and industrial uses may comprise no more than 25 percent of the land respectively.
c. Planned industrial parks: Complementary and compatible residential and commercial/office uses may be included if properly related to the total industrial park within a planned unit development district. Residential and commercial/office uses may comprise no more than 25 percent of the land respectively.

d. Any other private, public or semipublic use complementary to, and compatible with, planned residential, commercial or industrial developments.

3. Prohibited uses:
   
a. Medical marijuana dispensaries.

b. Non-medical marijuana sales.

c. Cannabis farms.
DATE: June 21, 2016

TO: Mayor and City Council

FROM: John Peters, Public Works & Utilities Director

VIA: Kim Leinbach, Interim City Manager

RE: Britt Road Utilities – Booth, Ern , Straughan & Hiott (BESH ) Addendum #4 for Revised Design and Easement Acquisition Services

**Recommendation:** Staff requests that City Council approve addendum # 4 to the BESH contract for design of utilities on Britt Road and SR 44. The contract addendum is for $ 47,565 to provide additional design and additional easement acquisition services along Britt Road. The current contract price is $ 456,810.00. The new total contract price will be $ 504,375.00. Funding is available in Account 563.00-00, Improvement other than buildings.

**References/Support:** N/A

**Background/Information:** Utilities are proposed to be constructed up Britt Road and along SR 44. Due to the financial implications of the County conditions within the right of way, the utilities along Britt Road will be constructed in private easements that will be purchased by the City.

As part of the new easement acquisition policy, a specialty survey for easement acquisition purposes will be performed. These surveys cost more but they do identify other potential issues that may cause title problems with the easement.

Other additional services include utility re-design and permitting and revision of the bid documents with some additional project administration fees. Task #8 for construction administration services is not included in this change order and will be brought back to City Council when the utility construction contract is awarded.

**Attachments:** See Contract Addendum #4 from BESH
The services specified below are required in order to complete the above-referenced project, as requested by the City of Mount Dora. The services below are as requested by the City, and are necessary to complete the project redesign. As discussed, the project redesign will now utilize proposed utility easements located outside the Lake County r/w along the east side of Britt Road. A total of 26 properties will require easements and the redesign will include placement of the proposed utilities within these easements. Easement acquisition services for the proposed easements were included in the Previous Contract Addendum #3 to be provided by Ed Barfield. The City Attorney shall provide Title Work for each of the 26 parcels slated for easement acquisition. We have outlined each individual task that is required to complete this work. Your signature below will constitute approval of said Contract Addendum.

ADDITIONAL SERVICES:

TASK 0015 PREPARE EASEMENT SURVEYS

 BESH shall conduct field surveys of the 26 parcels proposed for easements, identifying all existing above-grade improvements, topography and trees. BESH shall delineate the easement corners with an iron rod at all corners of the proposed easements, and surveys for each parcel shall utilize Title Searches provided by the City Attorney and identify all encumbrances found within the Title Searches. Final surveys of the proposed easements shall be provided to Ed Barfield for his use in negotiations for purchase of easements. BESH shall also field stake said easements one time to illustrate the limits of the proposed easements to the property owners. It is anticipated that all easements shall be staked at once, not in multiple visits.

Fee: $25,565.00

TASK 0016 UTILITY ENGINEERING RE-DESIGN

 BESH shall prepare final revised engineering drawings for the proposed water main, reclaimed water main and sanitary force mains along the routes described above. Utility lines shall be designed to meet all FDEP design requirements, making connections to existing utilities as possible along the route. In addition, a new reclaimed water main and a new water main shall be extended across SR44 at Thrill Hill Road for future use. 

Fee: $8,000.00
**TASK 0017  UTILITY PERMITTING**

BESH shall prepare the required permit applications and make submittal to the following agencies as necessary to properly permit the utility extensions:

1. Prepare the FDEP water supply system permit application for the water main extension.
2. Prepare the FDEP wastewater permit application for the force main extension.
3. Prepare the Lake County Right-of-Way Utilization Permit Application for Britt Road
4. Prepare the Lake County Right-of-Way Utilization Permit Application for Wolf Branch Road
5. Prepare the Lake County Right-of-Way Utilization Permit Application for Evergreen Court
6. Prepare the Lake County Right-of-Way Utilization Permit Application for Orange Court
7. Prepare the Lake County Right-of-Way Utilization Permit Application for Horse Ranch Road
8. Prepare the FDOT Utility Permit for SR44 Improvements

**Fee: $7,000.00**

**TASK 0018  CONSTRUCTION BID DOCUMENTS**

Services to include preparation of construction contract bid documents and specifications. Booth, Ern, Straughan & Hiott, Inc., shall coordinate with all qualified bidders during bid process and prepare final bid evaluations with recommendations to client. Booth, Ern, Straughan & Hiott, Inc., shall also prepare final contract documents between Owner and Contractor.

**FEE: $4,500.00**

**TASK 0019  PROJECT ADMINISTRATION**

The scope of services shall include administrative services necessary to coordinate all aspects of the project through the planning, design and permitting phase. These services shall include project scheduling with all regulatory agencies and public utility companies during the design and permitting phase of the project.

**FEE: $2,500.00**

**TASK 008  CONSTRUCTION ADMINISTRATION SERVICES**

Booth, Ern, Straughan & Hiott, Inc., will advise and consult with Owner and act as its representative during construction. Booth, Ern, Straughan & Hiott, Inc., will make regular visits to the site to observe the progress and quality of the executed site work and to determine in general if the work is proceeding
in accordance with the construction drawings. Booth, Ern, Straughan & Hiott, Inc., will review and approve shop drawings, results of tests and inspections and other data that the contractor is required to submit.

Based upon the on-site observations and signed/sealed survey as-built to be provided by Contractor, Booth, Ern, Straughan & Hiott, Inc., shall prepare and submit certifications of completions to the following State and local agencies as required:

1. City of Mount Dora
2. Florida Department of Environmental Protection.
3. Lake County Public Works
4. Florida Department of Transportation

FEE: $23,200.00

Services requested by Paul Lahr.

THIS PURCHASE ORDER ACCEPTED THIS _____DAY OF__________, 2016.

CITY OF MOUNT DORA

By: ___________________________  TITLE: ___________________________

BOOTH, ERN, STRAUGHAN & HIOTT, INC.

By: ___________________________  TITLE:  Vice President

Robert A. Ern, Jr., P.E.
DATE:       June 21, 2016

TO:         Mayor and City Council

FROM:       John Peters, Public Works & Utilities Director

VIA:        Kim Leinbach, Interim City Manager

RE:         Proposal for Engineering Master Plan for Utilities along the Round Lake Corridor south of SR 46 and within the Innovation District

**Recommendation:** Staff recommends that the proposal from BESH Engineering for master planning the utilities along Round Lake Road be approved and a contract be authorized in the amount of $26,200.00.

**Budgetary Impact:** Funding to come from 2014 bond sale.

**References/Support:** N/A

**Background/Information:** The area near Round Lake Road is expected to experience impressive growth once the Wekiva Parkway is completed. This master planning for the utilities that will be needed in this area will help to foster the expected growth and allow for a more orderly and cost effective expansion of the City’s Utility System.

In addition, this area will require a lift station to dispose of sewage generated by the Innovation District and new developments that will be constructed. Locating the lift station in the best possible location will allow sensible development utilizing gravity sewer as opposed to each development building its own lift station(s). Since the City will ultimately end up operating and maintaining the lift stations, reducing the number of stations will reduce the City’s costs.

**Attachments:** Proposal from BESH Engineering
CIVIL ENGINEERING SERVICES PROPOSAL/AGREEMENT

FOR

CITY OF MOUNT DORA
LAKE COUNTY, FLORIDA
FOR
WATER, RECLAIMED WATER AND SEWER MASTER PLANNING
ROUND LAKE ROAD, SR46 TO SULLIVAN RANCH CLUB
& LIFT STATION MASTER PLANNING FOR INNOVATION DISTRICT

ENGINEERS:

BOOTH, ERN, STRAUGHAN & HIOTT, INC.
902 North Sinclair Avenue
Tavares, Florida 32778
(352) 343-8481 - Phone
(352) 343-8495 - Fax
Contact: Robert A. Ern, Jr., P.E.
rern@besandh.com

CLIENT:

CITY OF MOUNT DORA
3787 Lake Center Drive
Mount Dora, Florida 32757
(352) 735-7151 - Phone
(352) 735-1539 - Fax
John Peters, Public Works Director
petersj@ci.mount-dora.fl.us
CIVIL ENGINEERING SERVICES PROPOSAL/AGREEMENT

SCOPE: Booth, Ern, Straughan & Hiott, Inc., is pleased to submit this proposal for utility master planning for Round Lake Road from SR46 to Sullivan Ranch Club. In addition, BESH shall provide master planning for a Capital Lift Station to be located on Round Lake Road south of SR46, which shall be intended to serve the proposed Innovation District. The work shall include recommendations for looping of the water and reclaimed water systems along Round Lake Road from SR46 to Sullivan Ranch Club. BESH shall utilize the previously completed report titled Planning Study for Water, Wastewater and Reclaimed Water Facilities in the Eastern Service Area and SW Portion of Mt. Plymouth-Sorrento Study Area, as prepared by Boyle Engineering, dated July 17, 2007, as well as input from the City Utility Department and City Planning Department.

TASK 001 UTILITY SYSTEM MASTER PLANNING - ROUND LAKE ROAD, SR46 TO SULLIVAN RANCH CLUB

BESH shall provide utility master planning for the proposed, future water and reclaimed water system on Round Lake Road, from SR46 to the entrance of Sullivan Ranch Club, in order to provide looping of said utilities, as well as to serve the large parcel located to the east of Round Lake Road. The final report shall recommend line sizing, shall provide initial research into existing rights-of-way as identified on the Lake County GIS site, and shall provide for limited hydraulic modeling of the lines based upon anticipated flows in each of the lines from anticipated developments along the route.

FEE: $16,800.00

TASK 002 CAPITAL LIFT STATION MASTER PLANNING

BESH shall provide master planning for the proposed, future capital lift station to be located approximately at the intersection of SR46 and Round Lake Road. Said lift station shall be master planned to provide service to the proposed Innovation District, as well as any other properties located along Round Lake Road. The topography shall be evaluated to determine the potential service area of gravity sewer extensions from the proposed station, as well as identifying potential sites for said station for acquisition by the City. Recommendations shall be made for sizing of the station, including wet well size, pump size and horsepower, and related appurtenances for said station. Sizing shall utilize the population projection results of the report titled Planning Study for Water, Wastewater and Reclaimed Water Facilities in the Eastern Service Area and SW Portion of Mt. Plymouth-Sorrento Study Area, as prepared by Boyle Engineering, dated July 17, 2007, as well as input from the City Utility Department and City Planning Department.

FEE: $8,400.00
TASK 999  REIMBURSIBLES

Costs for reimbursibles, including printing, copying, blueprints, binding, mileage, etc, shall be billed at the rates shown in the attached Rate Schedule, or at cost.

FEE: $1,000.00
## SUMMARY FEE SCHEDULE

<table>
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<tr>
<th>TASK</th>
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<tr>
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<tr>
<td>TASK 002</td>
<td>$8,400.00</td>
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<tr>
<td>TASK 999</td>
<td>$1,000.00</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$26,200.00</strong></td>
</tr>
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### THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

1. Environmental Assessments
2. Geotechnical Investigations
3. Final Engineering Design
4. Easement or Property Acquisition Services
5. Reimbursibles (to be billed at cost)
AUTHORIZATION TO PROCEED

PROPOSAL FOR ENGINEERING SERVICES
AS DESCRIBED IN THE ATTACHED PROPOSAL

To acknowledge your agreement with the terms and conditions set forth in this Agreement (consisting of the Proposal for Services, the Terms and Conditions, the Hourly Rate Schedule and this Authorization to Proceed), and to provide Booth, Ern, Straughan & Hiott, Inc. (BESH) with Client’s authorization to proceed with the work described in the Agreement, please fill out and sign the Authorization to Proceed below and return it to our office. We will schedule the work upon receipt of the executed Authorization to Proceed. The contract prices, hourly rates, and costs for printing and similar expenses set forth in this Agreement shall be valid for ninety (90) days from the date of this proposal. If this Agreement is not accepted by Client within said period of ninety (90) days, BESH reserves the right to modify any and all of the contract prices, hourly rates and cost figures set forth herein.

Retainer Amount:
$

________________________

________________________

________________________

________________________

Booth, Ern, Straughan & Hiott, Inc.

Client

By: ________________________________
Title: ________________________________

THIS PROPOSAL/AGREEMENT ACCEPTED THIS _____ DAY OF ________, 2016.

________________________

________________________

________________________

________________________

By: ________________________________
Title: ________________________________
DATE: June 21, 2016

TO: Mayor and City Council

FROM: John Peters, Public Works & Utilities Director

VIA: Kim Leinbach, Interim City Manager

RE: Florida Department of Transportation (FDOT) Utility Preliminary Engineering Agreements for the Wekiva Parkway Sections 3A & 3B
    FDOT Subordination Requests for City Acquired Easements for Wekiva Parkway Sections 3A & 3B

Recommendation: Staff recommends that the FDOT Utility Preliminary Engineering Agreements for Wekiva Sections 3A & 3B be approved. The agreement for FDOT project finance number 238275-2-36-01 is for Wekiva Section 3B (from west of US 441 to east of Vista View Lane) and FDOT will reimburse the City up to $61,605.00 for Utility Engineering Design Costs. The agreement for FDOT project finance number 238275-3-36-01 is for Wekiva Section 3A (from east of Vista View Lane to east of Round Lake Road) and FDOT will reimburse the City up to $184,815.00 for Utility Engineering Design Costs.

As part of the Utility Agreements, FDOT is requesting that the City subordinate the existing easements along SR 46 and part of Round Lake Road that the City previously obtained. Staff recommends that the subordination of easements by approved.

Budgetary Impact: Funding to come from FDOT.

References/Support: N/A

Background/Information: The Florida Department of Transportation (FDOT) is moving ahead with the design and right of way acquisition of the Wekiva Parkway. The next section of the Wekiva Parkway from SR 46 intersection to Round Lake Road (Wekiva Sections 3A and 3B) are currently in the right of way acquisition process by the FDOT. The City previously purchased easements along SR 46 and along Round Lake Road for the installation of utilities for the future Innovation Way development.
FDOT is requesting that the City subordinate the previously acquired easements to construct the road right of way. The subordination request includes easements for Parcels 108, 113, 114, 800, 116, 117, 101, 103, 104, 105 and 109. As part of granting FDOT the subordination requests, the City will have the right to install utilities within the FDOT right of way with the understanding that if the utilities ever have to be moved, FDOT would pay to move them.

As part of these agreements, the FDOT is paying for the engineering redesign of the utilities within the right of way instead of City easements. As the utilities will have to be installed prior to the road construction, FDOT will pay for the clearing and grubbing of the right of way and also pay for additional grading costs that are required to install the utilities. The City will pay for the actual utility installation.

**Attachments:** Utility Preliminary Engineering Agreements for Wekiva Sections 3A & 3B, FDOT subordination packets for each parcel easement with Resolutions for each easement. Maps of proposed easement subordinations
UTILITY PRELIMINARY ENGINEERING AGREEMENT

This Utility Preliminary Engineering Agreement ("Agreement") is entered into this _____ day of __________, 20___, between State of Florida, Department of Transportation ("FDOT"), and City of Mount Dora.

FDOT AGREEMENT TO REIMBURSE CITY OF MOUNT DORA

1. CITY OF MOUNT DORA will perform engineering services in coordinating with FDOT concerning FDOT's project in Lake County, Florida, FDOT FIN No. 238275 3 36 01 ("Project") and CITY OF MOUNT DORA's facilities affected or potentially affected by FDOT's Project ("Preliminary Engineering") which for this project is defined as:

   Engineering Analysis and prepare engineering plans for the relocation and adjustment of CITY OF MOUNT DORA facilities on SR 46 From East of Vista View Lane to East of Round Lake Road.

   Develop a schedule for the finalization of design plans and permits.

   Establish a final construction estimate that includes all procurement costs.

2. Subject to the limitations of the terms and conditions of this Agreement, FDOT agrees to reimburse CITY OF MOUNT DORA for the actual costs of the Preliminary Engineering not to exceed the amount of $184,815.00.

Invoice Procedures

3. The following terms and conditions apply to all invoices submitted pursuant to this Agreement for reimbursement by FDOT:

   a. CITY OF MOUNT DORA may at monthly intervals submit progress invoices for all costs incurred for the period covered by the invoice.

   b. CITY OF MOUNT DORA shall submit a final invoice to FDOT for payment of all Preliminary Engineering within one hundred and eighty (180) days after written notification from FDOT of final acceptance of the Preliminary Engineering.

   c. All invoices shall be submitted in triplicate. Invoices shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Invoices for any travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes. All cost records and accounts shall be maintained in the auditable condition for a period of five years after final payment is received by CITY OF MOUNT DORA and shall be subject to audit by a representative of FDOT at any reasonable time during this five year period.
d. Upon receipt of an invoice, FDOT has twenty (20) days to approve the invoice and to deliver a request for payment (voucher) to the Department of Financial Services or to return the invoice to CITY OF MOUNT DORA.

e. If a warrant in payment of an invoice is not issued within forty (40) days from the date the invoice is received a separate interest penalty, as established pursuant to Section 215.422, Florida Statutes, will be due and payable in addition to the invoice amount, to CITY OF MOUNT DORA. Interest penalties of less than one (1) dollar will not be enforced unless CITY OF MOUNT DORA requests payment. Invoices which have to be returned to CITY OF MOUNT DORA because of CITY OF MOUNT DORA's preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to FDOT. In the event of a bona fide dispute, FDOT's voucher shall contain a statement of the dispute and authorize payment only of the undisputed amount.

f. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

g. CITY OF MOUNT DORA agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

h. In accordance with the Florida Statutes, FDOT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. FDOT shall require a statement from the comptroller of FDOT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of FDOT which are for an amount in excess of $25,000.00 and which have a term for a period of more than one (1) year. For this purpose, the individual work orders shall be considered to be the binding commitment of funds.
Miscellaneous Provisions

4. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto.

5. This Agreement shall be governed by the laws of the State of Florida. The exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Leon County, Florida. In any such action, the parties waive any right to jury trial.

6. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof to the extent provided by Florida law.

7. Notices required to be given to another party under the provisions of this Agreement may be given to such party by any one or more of the following methods: prepaid U.S. certified mail, return receipt requested, overnight next day courier service, facsimile or email transmission or by delivery in person.

FDOT: Florida Department of Transportation
Name of contact: Staci Nester
Telephone No.: (386) 943-5250
Fax No.:
Email address: staci.nester@dot.state.fl.us

CITY OF MOUNT DORA
Name of contact: John A. Peters, III PE
Telephone No.: (352) 735-7155
Fax No.:
Email address: petersj@cityofmountdora.com

Either party to this Agreement may, from time to time, change the contact information set forth above by giving notice of such change by any one or more of the methods specified.

8. Either FDOT or CITY OF MOUNT DORA may terminate this Agreement at any time without penalty by giving the other party written notice at least thirty (30) days prior to the effective date of said termination; provided, however, that the termination shall not relieve FDOT of the responsibility to reimburse CITY OF MOUNT DORA for costs incurred or services performed before the effective date of the termination.
WHEREAS, the State of Florida Department of Transportation, hereinafter referred to as the FDOT, proposes to construct or reconstruct a transportation facility identified above, hereinafter referred to as the Project; and

WHEREAS, in order for the FDOT to proceed with the Project, it is necessary for City of Mount Dora, hereinafter referred to as the UAO, to execute and deliver to the FDOT the agreement identified as Utility Preliminary Engineering Agreement, hereinafter referred to as the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE UAO:

That (Name) __________________________, (Title) __________________________ be hereby authorized and directed to execute and deliver the Agreement to the FDOT.

A certified copy of this Resolution shall be forwarded to the FDOT along with the executed Agreement.

ON MOTION of __________________________, seconded by __________________________, the above resolution was introduced and passed by the UAO on the __ day of ____________, 20__.

NAME: __________________________
Title: __________________________

ATTEST: __________________________
Title: __________________________
UTILITY PRELIMINARY ENGINEERING AGREEMENT

This Utility Preliminary Engineering Agreement ("Agreement") is entered into this _____ day of __________, 20____, between State of Florida, Department of Transportation ("FDOT"), and City of Mount Dora.

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   Develop a schedule for the finalization of design plans and permits.

   Establish a final construction estimate that includes all procurement costs.

2. Subject to the limitations of the terms and conditions of this Agreement, FDOT agrees to reimburse CITY OF MOUNT DORA for the actual costs of the Preliminary Engineering not to exceed the amount of $61,605.00.

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   b. CITY OF MOUNT DORA shall submit a final invoice to FDOT for payment of all Preliminary Engineering within one hundred and eighty (180) days after written notification from FDOT of final acceptance of the Preliminary Engineering.

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g. CITY OF MOUNT DORA agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

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Miscellaneous Provisions

4. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto.

5. This Agreement shall be governed by the laws of the State of Florida. The exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Leon County, Florida. In any such action, the parties waive any right to jury trial.

6. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof to the extent provided by Florida law.

7. Notices required to be given to another party under the provisions of this Agreement may be given to such party by any one or more of the following methods: prepaid U.S. certified mail, return receipt requested, overnight next day courier service, facsimile or email transmission or by delivery in person.

FDOT: Florida Department of Transportation
Name of contact: Staci Nester
Telephone No.: (386) 943-5250
Fax No.: 
Email address: staci.nester@dot.state.fl.us

CITY OF MOUNT DORA
Name of contact: John A. Peters, III PE
Telephone No.: (352) 735-7155
Fax No.: 
Email address: petersj@cityofmountdora.com

Either party to this Agreement may, from time to time, change the contact information set forth above by giving notice of such change by any one or more of the methods specified.

8. Either FDOT or CITY OF MOUNT DORA may terminate this Agreement at any time without penalty by giving the other party written notice at least thirty (30) days prior to the effective date of said termination; provided, however, that the termination shall not relieve FDOT of the responsibility to reimburse CITY OF MOUNT DORA for costs incurred or services performed before the effective date of the termination.
WHEREAS, the State of Florida Department of Transportation, hereinafter referred to as the FDOT, proposes to construct or reconstruct a transportation facility identified above, hereinafter referred to as the Project; and

WHEREAS, in order for the FDOT to proceed with the Project, it is necessary for City of Mount Dora, hereinafter referred to as the UAO, to execute and deliver to the FDOT the agreement identified as Utility Preliminary Engineering Agreement, hereinafter referred to as the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE UAO:

That (Name) ____________________________, (Title) _______________________ be hereby authorized and directed to execute and deliver the Agreement to the FDOT.

A certified copy of this Resolution shall be forwarded to the FDOT along with the executed Agreement.

ON MOTION of ____________________________, seconded by _______________________, the above resolution was introduced and passed by the UAO on the __ day of ________, 20__

NAME: ____________________________________________

Title: ____________________________________________

ATTEST: ____________________________________________

Title: ____________________________________________
This Agreement, entered into this _____ day of ____________, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and City of Mount Dora, a Florida municipal corporation, hereinafter called City.

WITNESSETH:

WHEREAS, the City presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by City to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the City's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, City and F.D.O.T. agree as follows:

City hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL 108

That part of:

A parcel of land lying within the Northwest 1/4 of Section 33, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows: Commence at the Northwest corner of the Northwest 1/4 of Section 33, Township 19 South, Range 27 East, Lake County, Florida, thence along the North line of said Northwest 1/4, South 89°53'42" E, a distance of 950.07 feet to the Point of Beginning; thence continue along the North line of said Northwest 1/4 South 89°53'42" E, a distance of 1038.76 feet, thence South 00°09'33" W, a distance of 722.36 feet to the northerly right of way line of State Road No. 48, thence along said northerly right of way line the following four (4) courses: (1) S 58°55'38" W a distance of 933.23 feet; (2) N31°04'31" W a distance of 27.00 feet; (3) S 63°17'57" W a distance of 90.35 feet; (4) S 83°31'31" W a distance of 143.16 feet; thence N 00°12'35" W, a distance of 1239.55 feet to the Point of Beginning."

(Being the lands described in Official Records Book 2498, Page 724 of the Public Records of Lake County, Florida.)
Described as follows:

COMMENCE at a 3" diameter Concrete Monument with a nail and disk marked "RLS 1916" marking the Southwest Corner of the Northwest Quarter of Section 33, Township 19 South, Range 27 East, Lake County, Florida, as shown on Florida Department of Transportation Right of Way Map, Section 11130, FP No 238275-2; thence North 89°48'50" East, along the South line of the Northwest 1/4 of said Section 33, a distance of 248.74 feet to a point on the Centerline of Survey of State Road 500 at Station 1269+04.13, as shown on said Right of Way Map; thence departing said South line, North 01°40'44" West along said Centerline, 1328.61 feet to the intersection with the Centerline of Survey of State Road 46, Station 35+74.01, as shown on said Right of Way Map; thence departing said Centerline of State Road 500 North 89°51'34" East along said Centerline of State Road 46, a distance of 684.47 to Station 42+58.48 and the beginning of a curve, concave Northwesterly, having a radius of 573.36 feet, a central angle of 04°39'26", a chord bearing of North 87°31'59" East and a chord distance of 46.60 feet; thence along said Centerline and Easterly along the arc of said curve, 46.81 feet to the intersection of a Southerly projection of the West line of Lot "A", Veranda Subdivision, per map recorded in Plat Book 51, Page 79 of said Public Records; thence departing said Centerline, North 00°13'15" West along said Southern extension, 78.25 feet to a point on the Existing R/W Line of State Road 46, as shown on said Right of Way Map, said point being the POINT OF BEGINNING; thence departing said Existing R/W Line, continue North 00°13'15" West along said West lot line 29.83 feet to a point on a curve, concave Northwesterly and having a radius of 1369.39 feet, a central angle of 15°04'05", a chord bearing of North 67°16'40" East and a chord distance of 359.10 feet; thence departing said West lot line and from a tangent bearing of North 74°48'34" East, run Northeasterly along the arc of said curve, 360.14 feet; thence North 02°57'35" East, 13.46 feet to a point at Station 47+32.48, offset 111.00 feet left from said Centerline; thence North 58°55'04" East along a line 111.00 feet left of and parallel to said centerline, 76.58 feet to a point located North 31°01'53" West, 111.00 feet from said Centerline at Point of Intersection Station 48+08.96; thence North 59°59'01" East, continuing along a line 111.00 feet left of and parallel to said Centerline, 245.19 feet; thence departing said parallel line, North 71°07'46" East, 9.53 feet to a point at Station 50+63.37, offset 109.00 feet left from said Centerline; thence North 59°01'09" East, along a line 109.00 feet left of and parallel to said Centerline, 488.68 feet to a point on the East line of Lot "A" of said Veranda Subdivision; thence departing said parallel line, South 00°08'21" East along said East Lot line, 87.13 feet to a point on said Existing Right of Way Line; thence departing said East Lot line run along said Existing Right of Way line the following six (6) courses, South 58°55'11", 358.49 feet; thence North 31°04'49" West, 12.00 feet; thence South 58°55'11" West, 574.57 feet; thence North 31°07'10" West, 14.98 feet; thence South 63°18'18" West, 90.34 feet; thence South 83°33'02" West, 142.94 feet to the POINT OF BEGINNING.

CONTAINING 1.728 acres, more or less.

This legal description prepared under the direction of:
Joseph C. Di Benedetto, P.L.S.
Florida Professional Land Surveyor No. 5181
McKim & Creed, Inc.
115 East Indiana Ave.
DeLand, Florida, 32724
Provided that the City has the following rights:

1. The City shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the City or require the City to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.

4. The City agrees to repair any damage caused by the City to F.D.O.T. facilities and to indemnify to the extent permitted under Florida law the F.D.O.T. against any loss or damage resulting from the City exercising its rights outlined in Paragraphs 1 and 3 above.
IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered in the presence of witnesses:

SIGNATURE LINE
PRINT/TYPED NAME: __________________________

SIGNATURE LINE
PRINT/TYPED NAME: __________________________

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By: __________________________
Frank J. O'Dea, P.E.
District Director of Transportation Development for District Five
719 S. Woodland Blvd.
Deland, Florida 32720

Legal Review

By: __________________________
Office of the General Counsel

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of __________________________, 2016, by Frank J. O'Dea, P.E., District Director of Transportation Development for District Five, who is personally known to me or who has produced __________________________ as identification.

PRINT/TYPED NAME: __________________________
Notary Public in and for the County and State last aforesaid.
My Commission Expires: __________________________
Serial No., if any: __________________________
IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

CITY OF MOUNT DORA, FLORIDA,
By its Board of City Commissioners

By __________________________
Its Chairperson (or Vice-Chairperson)

ATTEST: __________________________
Clerk (or Deputy Clerk)

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this ______ day of ________, ________, by __________________________, Chairperson (or Vice-Chairperson), who is personally known to me or who has produced __________________________ as identification.

PRINT/TYPING NAME: __________________________
Notary Public in and for the County and State last aforesaid.
My Commission Expires: __________________________
Serial No., if any: __________________________
March 7, 2016
This instrument prepared by
LORETTA A. WILLMITCH
Under the direction of
FREDRICK W. LOOSE, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 108.7
SECTION 11130
F.P. NO. 238275-2
STATE ROAD 46
COUNTY LAKE

RESOLUTION

ON MOTION of Commissioner __________________________, seconded by Commissioner __________________________, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 46, Section No. 11130, F.P. No. 238275-2, in Lake County, Florida: and

WHEREAS, it is necessary that certain easement rights now owned by the City of Mount Dora, Florida, be subordinate to the rights of the State of Florida Department of Transportation: and

WHEREAS, said subordination is in the best interest of the City: and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Mount Dora, Florida, that the application of the State of Florida Department of Transportation for a subordination of utility interest, or interests, is for transportation purposes which are in the public or community interest and for public welfare; that a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, in DeLand, Florida, should be drawn and executed by __________________________, on behalf of this Board of City Commissioners.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 719 South Woodland Blvd., DeLand, Florida, 32720-8834.

STATE OF FLORIDA
COUNTY OF LAKE
I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of City Commissioners of the City of Mount Dora, Florida, at a meeting held on the _____ day of

____________________

____________________

Clerk, Board of City Commissioners
City of Mount Dora, Florida
VERANDA SUBDIVISION
PLATTED SUBDIVISION WITH NO IMPROVEMENTS
SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST
CITY OF MOUNT DORA
LAKE COUNTY, FLORIDA

DESCRIPTION:
A parcel of land lying within the northeast 1/4 of Section 33,
Towndship 19 South, Range 27 East, Lake County, Florida;

Commence at the northeast corner of the southeast 1/4 of Section 33,
Towndship 19 South, Range 27 East, Lake County, Florida

Along the south line of Section 33, 300.00 feet.

Thence East, a distance of 300.00 feet.

Thence South, a distance of 300.00 feet.

Thence West, a distance of 300.00 feet.

Thence North, a distance of 300.00 feet.

Thence East, a distance of 300.00 feet.

Thence South, a distance of 300.00 feet.

Thence West, a distance of 300.00 feet.

Thence North, a distance of 300.00 feet.

Comprising 10 Acre, more or less.

Surveyor's Notes:
1. The bearings and quantities shown herein are based on the Florida
State Plane Coordinate System, East Zone, 1923 North American Datum
1983 adjustment, starting a bearing of 5°09'13.47" E along the south
line of Section 33, Township 19 South, Range 27 East, Lake County, Florida.
2. There may be additional restrictions that are not recorded on this plat
but may be found in the Public Records of Lake County, Florida.
3. This plat, as recorded in its graphic form, is the official depiction of the
subdivided land described herein and will in no circumstances be
accepted in evidence by any other graphic or digital form of this plat.
There may be additional restrictions that are not recorded on this plat
that may be found in the public records of Lake County, Florida.
4. Subdivision plat by no means represents a determination of whether
properties will or will not flood. Land within the boundaries of this plat
may or may not be subject to flooding.
5. All plotted utility easements shall provide that such easements shall also
be easements for the construction, installation, maintenance, and operation
of cable television services provided, however, no such construction,
installation, maintenance, and operation of cable television services shall
interfere with the facilities and services of any electric, telephone, gas,
or other public utility.

NOTICE TO OWNER:
Cases have been filed in the 10th Judicial Circuit Court

City of Mount Dora
108.7

City of

MOUNT DORA

108.7

City of

MOUNT DORA
April 22, 2015
This instrument prepared by
LORETTA A. WILLMITCH
Under the direction of
FREDRICK W. LOOSE, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 113.3
SECTION 11130
F.P. NO. 238275-2
STATE ROAD 46
COUNTY LAKE

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT, entered into this ___ day of __________, __________, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and City of Mount Dora, a Florida municipal corporation, hereinafter called City.

WITNESSETH:

WHEREAS, the City presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by City to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the City’s facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, City and F.D.O.T. agree as follows:

City hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL 113

That part of:

"PHASE 1:

Parcel 1:

A parcel of land lying in Sections 28 and 33, Township 19 South, Range 27 East, Lake County, Florida.

Being more particularly described as follows:

Begin at the Northwest corner of the Northeast 1/4 of aforesaid Section 33; thence run North 89°50'39" West along the South line of the Southeast 1/4 of the Southwest 1/4 of aforesaid Section 28 for a distance of 1319.11 feet to the Southwest corner of said Southeast 1/4 of the Southwest 1/4; thence departing said South line run North 01°02'26" West along the West line of said Southeast 1/4 of the Southwest 1/4 for a distance of 1333.81 feet to the Northwest corner of said Southeast 1/4 of the Southwest 1/4; thence departing said West line run South 89°48'41" East along the North line of said Southeast 1/4 of the Southwest 1/4 for a distance of 1333.61 feet to the Northeast corner of said Southeast 1/4 of the Southwest 1/4; thence departing said North line run North 00°38'02" West along the...
PARCEL NO. 113.3  
SECTION 11130  
F.P. NO. 238275-2  
PAGE 2

North / South centerline of said Section 28 for a distance of 1001.29 feet; thence departing said centerline run North 89°21'24" East for a distance of 1330.30 feet to a point on the West line of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 28; thence run South 00°38'02" East along said West line for a distance of 353.96 feet to a point on the North line of the Southwest 1/4 of the Northeast 1/4 of said Southeast 1/4 of said Section 28; thence departing said West line run South 89°37'05" East along said North line for a distance of 656.18 feet to the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of aforesaid Southeast 1/4 of Section 28; thence departing said North line run South 00°38'02" East along the East line of said Southwest 1/4 for a distance of 665.99 feet to the Southeast corner of said Southwest 1/4 of the Northeast 1/4 of said Southeast 1/4 of said Section 28; thence departing said East line run North 89°37'05" West along the South line of said Southwest 1/4 of the Northeast 1/4 of said Southeast 1/4 of said Section 28 for a distance of 400.00 feet; thence departing said South line run South 00°21'26" East for a distance of 1301.68 feet to a point on a line parallel with and 33.00 feet North of the South line of the Southeast 1/4 of the Southeast 1/4 of Section 28, also being a point on the Northerly right-of-way line of State Road 46; thence run North 89°50'39" West for a distance of 170.15 feet to a point of curvature of a curve concave Southeasterly and having a radius of 2894.77 feet; thence continuing along said Northerly right-of-way line run Southwesterly along said curve through a central angle of 28°50'14" for an arc distance of 1456.95 feet to a point on the West line of the Northeast 1/4 of aforesaid Section 33; thence departing said Northerly right-of-way line run North 00°38'01" West for a distance of 329.00 feet to aforesaid POINT OF BEGINNING.

LESS: All of Summerbrooke Phase 1, according to the plat thereof, recorded in Plat Book 58, Pages 1 through 10, of the Public Records of Lake County, Florida.

LESS AND EXCEPT that parcel conveyed by Warranty Deed recorded in Official Records Book 3551, Page 1912, Public Records of Lake County, Florida.

(Being a portion of the lands described in Official Records Book 3715, Page 1453 of the Public Records of Lake County, Florida.)

PART A

Described as follows:

COMMENCE at a 3 1/2" x 3" Concrete Monument with a drill hole in the center marking the Northeast Corner of the Northwest Quarter of Section 33, Township 19 South, Range 27 East, Lake County, Florida, as shown on Florida Department of Transportation Right of Way Map, Section 11130, FP No 238275-2; thence South 00°07'22" East along the East line of said Northwest Quarter, 365.75 feet to a point at Station 62+57.76 on the Centerline of Survey of State Road 46, as shown on said Right of Way Map; thence departing said Centerline, North 00°07'22" West along said East line of the Northwest Quarter, 34.17 feet to the POINT OF BEGINNING, said point being on the Existing Right of Way Line of State Road 46, as shown on said Right of Way Map; thence departing said Existing Right of Way line, continue North 00°07'22" West along said East line of the Northwest Quarter 122.27 feet to a point on a curve, concave Southerly and having a radius of 2965.88 feet, a central angle of 01°42'35", a chord bearing of North 82°41'52" East and a chord distance of 88.50 feet; thence departing said East line of the Northwest Quarter and from a tangent bearing of North 61°50'34" East, run Northeastally along the arc of said curve, 88.50 feet to a point of non-tangency; thence departing said curve North 84°25'38" East, 100.85 feet to a point on a curve, concave Southerly and having a radius of 2931.48 feet, a central angle 01°03'19", a chord bearing of North 65°55'20" East and a chord distance of 54.00 feet; thence from a tangent bearing of North 65°23'41" East, run along the arc of said curve, 54.00 feet to a point on the West line of Tract "D" of Summerbrooke Phase 1, per map recorded in Plat Book 58, Page 2 of said Public Records; thence departing said curve, South 30°36'03" East along said West line of Tract "D," 43.91 feet; thence South 27°01'45" East along said West line of Tract "D"
PARCEL NO. 113.3  
SECTION 11130  
F.P. NO. 238275-2  
PAGE 3

and along the West line of Tract "J" of said Summerbrooke Phase 1, 30.99 feet to a point on said Existing Right of Way Line; thence departing said West line of Tract "J" run along said Existing Right of Way line the following five (5) courses; (1) South 64°31'42" West, 222.82 feet; (2) North 27°09'03" East, 3.00 feet; (3) South 62°35'57" West, 25.29 feet; (4) South 27°39'03" East, 3.00 feet to a point on a curve, concave Northerly and having a radius of 2895.06 feet, a central angle of 00°55'03", a chord bearing of South 86°19'58" West and a chord distance of 1456.04 feet; (5) thence from a tangent bearing of South 62°20'57" West, run Westerly along the arc of said curve, 46.36 feet to the POINT OF BEGINNING.

CONTAINING 0.585 acres, more or less.

TOGETHER WITH

PART B

COMMENCE at a 3 1/2" x 3" Concrete Monument with a drill hole in the center marking the Northwest Corner of the Northeast Quarter of Section 33, Township 19 South, Range 27 East, Lake County, Florida, as shown on Florida Department of Transportation Right of Way Map, Section 11130, F.P No 238275-2; thence South 00°07'22" East along the West line of said Northeast Quarter, 365.75 feet to a point on a curve at Station 62+57.76 on the Centerline of Survey of State Road 46, as shown on said Right of Way Map, said curve concave Northwesterly and having a radius of 2865.06 feet, a central angle of 29°26'27", a chord bearing of North 75°49'35 East and a chord distance of 1456.04 feet; thence departing said West line of the Northeast Quarter and from a tangent bearing of North 61°06'22" East, run along said Centerline and along the arc of said course, 1472.18 feet to the point of tangency at Station 77+29.94; thence continue along said Centerline South 89°27'11" East, 74.62 feet to Station 78+04.56 at an intersection with a Southerly projection of the East line of Tract "J" of Summerbrooke Phase 1, per map recorded in Plat Book 58, Page 1 of said Public Records; thence departing said Centerline, North 02°28'40" West along said East line of Tract "J" and a Southerly projection thereof, 32.07 feet to the Existing Right of Way line of State Road 46 as shown on said Right of Way Map and the POINT OF BEGINNING; thence continue North 02°28'40" West along said East line of Tract "J" and said Existing Right of Way Line, 3.96 feet; thence North 86°10'23" West along said East line and said Existing Right of Way line, 48.24 feet; thence North 39°08'52" West along said East line and said Existing Right of Way line, 14.24 feet to the Southeast corner of Tract "C" per said Summerbrooke Phase 1, thence departing said East line of Tract "J" and said Existing Right of Way Line, continue North 39°08'52" West along said East line of Tract "C," 69.46 feet; thence North 25°22'07" East along said East line of Tract "C," 33.66 feet to a point on a curve, concave Southerly and having a radius of 2948.79, a central angle of 00°17'52", a chord bearing of South 89°52'15" East and a chord distance of 15.32 feet; thence departing said East line of Tract "C" and from a tangent bearing of North 89°58'49" East, run Easterly along the arc of said curve, 15.32 feet to the point of tangency; thence South 89°43'19" East, 163.82 feet to a point on the West line of lands described in Official Records Book 3152, Page 1315; thence South 00°25'28" East along said West line, 99.76 feet to a point on said Existing Right of Way Line; thence departing said West line, South 88°49'40" West along said Existing Right of Way line, 93.16 feet to the POINT OF BEGINNING.

CONTAINING 17,136 Square feet, more or less.

Containing in the aggregate 0.979 acres, more or less

This legal description prepared under the direction of:  
Joseph C. Di Benedetto, P.L.S.  
Florida Professional Land Surveyor No. 5181  
McKim & Creed, Inc.  
115 East Indiana Ave.  
DeLand, Florida, 32724
RECORDED

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PROVIDED that the City has the following rights:

1. The City shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.’s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the City or require the City to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.’s facilities.

4. The City agrees to repair any damage caused by the City to F.D.O.T. facilities and to indemnify to the extent permitted under Florida law the F.D.O.T. against any loss or damage resulting from the City exercising its rights outlined in Paragraphs 1 and 3 above.
IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By:

Frank J. O'Dea, P.E.
District Director of Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

Legal Review

By: Office of the General Counsel

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this day of
by Frank J. O'Dea, P.E., District Director of Transportation Development for District Five, who is personally known to me or who has produced as identification.

PRINT/TYPE NAME:
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:
Serial No., if any:_________
IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

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

CITY OF MOUNT DORA, FLORIDA,

By its Board of City Commissioners

By: ________________________________

its Chairperson
(or Vice-Chairperson)

ATTEST: ________________________________

Clerk (or Deputy Clerk)

STATE OF FLORIDA
COUNTY OF LAKE
The foregoing instrument was acknowledged before me this ______ day of __________, ____, by ____________________________, Chairperson (or Vice-Chairperson), who is personally known to me or who has produced ____________________________ as identification.

PRINT/TYME NAME: ________________________________
Notary Public in and for the County and State last aforesaid.
My Commission Expires: ________________________________
Serial No., if any: ________________________________
RESOLUTION

ON MOTION of Commissioner ___________________________ , seconded by Commissioner ___________________________ , the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 46, Section No. 11130, F.P. No. 238275-2, in Lake County, Florida: and

WHEREAS, it is necessary that certain easement rights now owned by the City of Mount Dora, Florida, be subordinate to the rights of the State of Florida Department of Transportation: and

WHEREAS, said subordination is in the best interest of the City: and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Mount Dora, Florida, that the application of the State of Florida Department of Transportation for a subordination of utility interest, or interests, is for transportation purposes which are in the public or community interest and for public welfare; that a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, in DeLand, Florida, should be drawn and executed by ___________________________ , on behalf of this Board of City Commissioners.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 719 South Woodland Blvd., DeLand, Florida, 32720-6834.

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of City Commissioners of the City of Mount Dora, Florida, at a meeting held on the _____ day of ___________________, 2016.

______________________________
Clerk, Board of City Commissioners
City of Mount Dora, Florida
UTILITY AGREEMENT

THIS AGREEMENT is entered into as of the 22nd day of September, 2006 between THE CITY OF MOUNT DORA, FLORIDA, a Florida municipal corporation, whose address is 510 North Baker Street, Mount Dora, Florida 32757 (the "Utility", or the "City"), and PARK SQUARE ENTERPRISES, INC., a Florida corporation, and/or its successors or assigns, whose address is 5200 Vineland Road, Suite 200, Orlando, Florida 32811 (the "Developer").

The terms and conditions of this Agreement shall run with the real property as such is described in Exhibit “A”.

BACKGROUND

Developer is the current record owner of that certain real property more particularly described on Exhibit “A” attached hereto (collectively, the “Property”). In order to develop the Property, Developer will be required to construct on-site and off-site water lines, wastewater lines, reuse water lines and related on-site and off-site facilities of sufficient capacity to serve the development planned for the Property (the “Project”). The Utility wishes to have the Developer construct lines and related facilities of a greater capacity than would otherwise be required so that the Utility can serve other developments. The Developer is willing to construct the greater capacity lines and related facilities upon its acquisition of the Property so long as Utility pays the difference in cost of materials therefor.

This Agreement shall not be personal to the Developer, but shall run with the Property until terminated as herein provided.

PRIOR AGREEMENTS

This Agreement represents the full and complete agreement and understanding between the parties regarding the cost sharing for the construction of the aforementioned lines and related facilities. All prior written or oral agreements regarding the cost sharing for the construction of the aforementioned lines and related facilities between the parties, or their predecessors in interest, are hereby declared to be null and void.
In consideration of the foregoing and of the parties’ respective rights and obligations set forth herein, the Developer and the Utility agree as follows:


   A. Developer’s Obligations. Developer shall bear the cost of (except as hereinafter provided) and construct the aforementioned transmission/distribution systems of sufficient size to furnish water, wastewater, and reuse water service to the Property in the quantities necessary to serve the Project at buildout prior to receiving any certificates of occupancy for any portion of the Property, which the parties hereby agree includes line sizes of eight inches for water, six inches for wastewater, and eight, ten and twelve inches for those respective reuse water lines shown in that certain table attached hereto in Exhibit “B.” At the Utility’s request, Developer has agreed to oversize the lines to the sizes specified on Exhibit “B” on the terms and subject to the conditions contained in this Agreement. Developer shall be reimbursed for the cost of the excess capacity within thirty (30) days after delivery by Developer to Utility of documentary evidence of clearance of such lines by the Florida Department of Environmental Protection and upon acceptance of the system by Utility in accordance with Subsections 2 and 3 of Section 5.3.5 of the Land Development Code of the City of Mount Dora. Such reimbursement shall be limited to the cost of the oversizing as specified on Exhibit “B” attached hereto. The cost of oversizing specified on Exhibit “B” is calculated as the difference between the cost of materials for line sizes set forth above and the cost of materials for the size lines being installed at Utility’s request. In order to be eligible to be reimbursed hereunder, Developer must construct the transmission/distribution systems in accordance with construction plans therefor which have received approval from Utility prior to commencement of construction, subject to such changes as are approved and/or directed by the Utility, which approval shall not be unreasonably withheld, delayed or conditioned.

   B. Utility’s Obligations. Utility shall bear the cost of and construct the off-site wastewater line and related off-site facilities within U.S. Highway 441 which are specified on Exhibit “C” attached hereto, in the capacities specified on Exhibit “C,” such that the same shall be completed and available for use by the Project on or before the date by which the Utility’s failure to do so would interfere with the availability of sanitary sewer service to the Project at a reasonable acceptable level of service based on the sewer capacity required to serve the Project from time to time as it is developed. In consideration of Utility’s agreement to construct such off-site wastewater line and related off-site facilities within U.S. Highway 441, Developer has this date paid to Utility a fixed contribution in the sum of FORTY-NINE THOUSAND EIGHT HUNDRED EIGHTY AND NO/100 DOLLARS ($49,880.00), receipt and sufficiency of which are hereby acknowledged by Utility.

2. Waiver. No waiver or any provision hereof shall be effective unless executed in writing by the party alleged to have made the waiver. No waiver of a provision hereof shall constitute a continuing waiver unless designated as such. A party’s forbearance to enforce any available rights or to exercise any available remedy, or to insist upon strict compliance herewith, shall not be deemed a waiver or forfeiture of such rights, remedies or strict compliance. Such forbearance shall not estop that party from exercising all available rights and remedies, or from requiring strict compliance in the future.
3. **Severability.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable, that provision shall be deleted from this Agreement without affecting in any respect whatsoever the validity of the remainder of this Agreement.

4. **Cumulative Remedies.** In the event of any party's breach of this Agreement, the other parties shall be entitled to exercise any remedies available in equity or at law, including but not limited to the remedies of specific performance, injunctive relief and monetary damages. Remedies provided to the parties by this Agreement, by law and by any instrument or document executed pursuant to this Agreement, are cumulative. No remedy shall be exclusive of any other remedies allowed to the parties by this Agreement, in equity, by law and by any instrument or document executed pursuant hereto, or by any other source. A party's exercise of any particular remedy shall not preclude that party from exercising one or more additional or alternative remedies.

5. **Assignability.** Developer may assign this Agreement or any of Developer's rights hereunder to subsequent transferees of the Property or portions thereof.

6. **Attorney's Fees.** If it becomes necessary for either party to take action, including legal action, to enforce this Agreement, then the nonprevailing party in such action shall pay the reasonable costs and attorney’s fees, including reasonable costs and attorney’s fees of appellate proceedings, incurred by the prevailing party in such action.

7. **Persons Bound.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors-in-interest or assigns.

8. **Captions.** The captions to the provisions of this Agreement are for convenience and reference only, and are not intended to limit, explain, augment, or otherwise affect the substance or scope of the provisions, nor to imply the parties' intent.

9. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall be in Lake County, Florida.

10. **Construction.** Whenever the context permits or requires, the use of the singular in this Agreement shall include the plural, and the plural shall include the singular. Any reference herein to one gender shall likewise apply to the other gender and the neuter; and any reference herein to the neuter shall refer likewise to one or both genders. Any reference herein to a person shall include trusts, partnerships, corporations, and any other entity as appropriate.

11. **Force Majeure.** If the performance required of either party under this Agreement is, without fault of that party, delayed by act of God, civil commotion, federal, state or judicial actions, strikes, lock-outs, labor disputes, the conduct of any person not a party hereto, or any other cause without fault to and beyond the control of the obligated party (financial inability excepted), then that party shall be excused from such performance for the period of the occurrence causing the delay, but shall promptly remedy any such condition.

12. **Effective Date.** The effective date of this Agreement shall be the last date of execution of the signatures required hereunder.
13. Amendments. Any amendment to this Agreement is not effective unless the amendment is in writing and signed by both parties.

14. Term. This Agreement shall be for a period of 30 years, except as hereinafter provided. The term of this Agreement may be extended pursuant to Paragraph 13 of this Agreement and by mutual consent of the Utility and Developer. At such time as the purposes of this Agreement and the obligations of the parties hereunder have been fulfilled, any party may request that this Agreement be terminated in writing, whereupon the parties shall do so and either party may record such written termination among the Public Records of Lake County, Florida, in order to evidence same.

15. Notices. Any notices hereunder shall be deemed effective (i) three (3) days after mailing if delivered via U.S. mail, return receipt requested, or (ii) upon delivery if delivered personally by hand-delivery, courier or recognized delivery service, or (iii) at time of transmission if delivered by fax, with receipt acknowledged electronically at time of transmission, and addressed to the parties as follows:

To Utility:  City of Mount Dora
            Public Services
            1250 N. Highland Street
            Mount Dora, FL 32757
            Phone: (352) 735-7151
            Fax: (352) 735-1539
            Attn: Paul Lahr

            With copy to: City of Mount Dora
                            Legal Department
                            1250 N. Highland Street
                            Mount Dora, FL 32757
                            Phone: (352) 735-7175
                            Fax: (352) 383-4801
                            Attn: Gary Cooney, Esquire

To Developer: Park Square Enterprises, Inc.
              5200 Vineland Road, Suite 200
              Orlando, FL 32811
              Phone: (407) 529-3000
              Fax: (407) 529-3106
              Attn: Jeff Porter

            With copy to: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
                            215 North Eola Drive
                            Orlando, FL 32801
                            Phone: (407) 843-4600
                            Fax: (407) 843-4444
                            Attn: Gary M. Kaleita, Esq.
16. **Estoppel Certificates.** In the event that any party or its successors or assigns shall desire to inquire as to the status of another party's performance of, payment of or compliance with any obligations imposed in this Agreement, the inquiring party shall be entitled to receive from the other party within fifteen (15) days following written request, an estoppel certificate which states whether any party hereto is in default of its obligations hereunder and whether, when, and to what extent any monies may be due from one party to another hereunder.

17. **Subordination of Mortgage.** If and to the extent that any mortgage encumbers the Property or any portion thereof, the owner has obtained and attached hereto as Exhibit "D" a Subordination of Mortgage to this Agreement from the mortgagee.

**City of Mount Dora**

Attest: ____________________________  
By: _______________________________  
As: City Clerk  
Date: 9/24/06, 2006  
Date: 9/21/06, 2006

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

The foregoing instrument was acknowledged before me this 31st day of September, 2006, by JAMES E. YATSUK, as Mayor of the CITY OF MOUNT DORA, a Florida municipal corporation, on behalf of the corporation. He is personally known to me or has produced ___________________________ as identification.

(Name of Notary)

**NOTARY SEAL**

__________________________  
Gwendolen A. Keough  
Notary Public, State of Florida  
Print: Gwendolen A. Keough  
My Commission Expires: 5/31/2008
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 22nd day of September, 2006, by SURESH K. GUPTA, as President of PARK SQUARE ENTERPRISES, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced as identification.

(NOTARY SEAL)

Notary Public; State of Florida
Print: Shawn Jackson
My Commission Expires: June 07, 2009
EXHIBIT “A-1”

DESCRIPTION OF PROPERTY
OWNED BY PARK SQUARE ENTERPRISES, INC.

Parcel 1:

A parcel of land lying in Sections 28 and 33, Township 19 South, Range 27 East, Lake County, Florida.

Being more particularly described as follows:

BEGIN at the Northwest corner of the Northeast ¼ of aforesaid Section 33; thence run North 89°50'39" West along the South line of the Southeast ¼ of the Southwest ¼ of aforesaid Section 28 for a distance of 1319.11 feet to the Southwest corner of said Southeast ¼ of the Southwest ¼; thence departing said South line run North 01°02'29" West along the West line of said Southeast ¼ of the Southwest ¼ of for a distance of 1333.81 feet to the Northwest corner of said Southeast ¼ of the Southwest ¼; thence departing said West line run South 89°48'41" East along the North line of said Southeast ¼ of the Southwest ¼ for a distance of 1328.61 feet to the Northeast corner of said Southeast ¼ of the Southwest ¼; thence departing said North line run North 00°38'02" East along the East line of said Southeast ¼ of the North ¼ of said Southeast ¼ of Section 28; thence run South 00°38'02" East along said West line for a distance of 353.96 feet to a point on the North line of the Southwest ¼ of the Northeast ¼ of said Southeast ¼ of said Section 28; thence departing said West line run South 89°37'05" East along said North line for a distance of 656.18 feet to the Northeast corner of the Southwest ¼ of the Northeast ¼ of aforesaid Southeast ¼ of Section 28; thence departing said North line run South 00°38'02" East along the East line of said Southwest ¼ for a distance of 665.99 feet to the Southeast corner of said Southwest ¼ of the Northeast ¼ of said Southeast ¼ of said Section 28; thence departing said East line run North 89°37'05" West along the South line of said Southwest ¼ of the Northeast ¼ of said Southeast ¼ of said Section 28 for a distance of 400.00 feet; thence departing said South line run South 00°21'26" East for a distance of 1301.68 feet to a point on a line parallel with and 33.00 feet North of the South line of the Southeast ¼ of the Southwest ¼ of Section 28, also being a point on the Northerly right-of-way line of State Road 46; thence run North 89°50'39" West for a distance of 179.15 feet to a point of curvature of a curve concave Southeasterly and having a radius of 2894.77 feet; thence continuing along said Northerly right-of-way line run Southerly along said curve through a central angle of 28°50'14" for an arc distance of 1456.95 feet to a point on the West line of the Northeast ¼ of aforesaid Section 33; thence departing said Northerly right-of-way line run North 00°38'01" West for a distance of 329.00 feet to aforesaid POINT OF BEGINNING.

Contains 132.517 acres more or less.
Parcel 2:

A parcel of land lying in Section 28, Township 19 South, Range 27 East, Lake County, Florida.

Being more particularly described as follows:

COMMENCE at the Northwest corner of the Northeast ¼ of aforesaid Section 33; thence run North 89°50'39" West along the South line of the Southeast ¼ of the Southwest ¼ of aforesaid Section 28 for a distance of 1319.11 feet to the Southwest corner of said Southeast ¼ of the Southwest ¼; thence departing said South line run North 01°02'29" West along the West line of said Southeast ¼ of the Southwest ¼ of for a distance of 664.95 feet to a point on the South line of the North 100.00 feet of the South 776.20 feet of the Southwest ¼ of the Southwest ¼ of said Section 28 to the POINT OF BEGINNING; thence run North 89°33'14" West along said South line for a distance of 990.21 feet to a point on the Easterly right-of-way line of State Road 500; thence departing said South line run North 01°42'05" West along said Easterly right-of-way line for a distance of 110.08 feet; thence departing said Easterly right-of-way line run South 89°33'14" East along the North line of said Section 28 to the POINT OF BEGINNING.

Contains 2.5 acres more or less.

Parcel 3:

A parcel of land lying within a portion of Section 28, Township 19 South, Range 27 East, Lake County, Florida. Being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 28; thence run South 00°32'54" East along the East line of the West 1/2 of the Northeast 1/4 for a distance of 30.00 feet to a point along the Southerly right of way line of Wolf Branch Road and the POINT OF BEGINNING; thence continue South 00°32'54" East along said East line of the West 1/2 of the Northeast 1/4 for a distance of 2634.89 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 28; thence departing said East line of the West 1/2 of the Northeast 1/4 run South 00°31'33" East along the East line of the Northwest 1/4 of said Section 28 for a distance of 309.03 feet to the North line of Parcel 1 as described in Official Records Book 2692, Page 1108 of the Public Records of Lake County, Florida; thence departing said East line of the Northwest 1/4 of the Southeast 1/4 run South 89°21'24" West along said North line of Parcel 1 for a distance of 1322.48 feet to a point along the West line of the East 1/2 of the said Section 28; thence departing said North line of Parcel 1 run North 00°38'36" West along said West line of the East 1/2 for a distance of 2471.65 feet to a point along a line parallel to and 524.00 feet South of the North line of the Northwest 1/4 of said Section 28; thence departing said West line of the East 1/2 run South 89°42'10" East along said line parallel to and 524.00 feet South of the North line of the Northwest 1/4 of the Northeast 1/4 for a distance of 320.04 feet to a point along a line parallel and 320.00 feet East of the West line of the Northwest 1/4 of the Northeast 1/4 of said Section 28; thence departing said line parallel to and 524.00 feet South of the North line of the Northwest.
1/4 of the Northeast 1/4 run North 00°38'36" West along said line parallel and 320.00 feet East of the West line of the Northwest 1/4 of the Northeast 1/4 for a distance of 504.07 feet to a point along the aforesaid Southerly right of way line of Wolf Branch Road; thence departing said line parallel and 320.00 feet East of the West line of the Northwest 1/4 of the Northeast 1/4 run the following three (3) courses and distances along said Southerly right of way line: run South 89°42'10" East for a distance of 38.47 feet; thence run South 00°17'50" West for a distance of 10.00 feet; thence run South 89°42'10" East for a distance of 969.31 feet to the aforesaid POINT OF BEGINNING.

Said parcel contains 86.262 acres, more or less.
EXHIBIT “B”

DESCRIPTION OF WATER, WASTEWATER AND RE-USE WATER LINES TO BE INSTALLED BY DEVELOPER
**EXHIBIT B**

**SUMMERBROOKE POTABLE UPSIZING**  
(Based on Two Point Connection)  
(Revised 3/3/06)

<table>
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<tr>
<th>Location</th>
<th>Min. Diameter</th>
<th>City Upsize Diameter</th>
<th>Cost/LF</th>
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**SUMMERBROOKE RECLAIM UPSIZING**  
(Based on Two Point Connection)

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**Grand Total**  
$164,453.74

Source: Potable Water, Effluent Reuse and Sewage Lift Station Design Report by Florida Land Design, Inc., Dated February 2005

**SUMMERBROOKE FORCE MAIN UPSIZING**  
(Based on Revised Force Main Route)

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<th>Min. Diameter</th>
<th>Cost/LF*</th>
<th>City Upsize Diameter</th>
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<td><strong>Total</strong></td>
<td>4098</td>
<td>$180,138.36</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note*: Cost/LF is based on the cost of a typical 500 LF segment of pipe, which includes 4 bends, 6 restraints and 1 gate valve, then averaged to generate a per foot cost.

The total amount of reimbursement is $537,791.26
### Exhibit C

Description of Off-Site Wastewater Line/Facilities within U.S. Highway 441 to be installed by Utility

<table>
<thead>
<tr>
<th>Location</th>
<th>Diameter Required</th>
<th>Cost / LF</th>
<th>Length (ft)</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parallel to US 441 ending at SR 46</td>
<td>16</td>
<td>62.35</td>
<td>800</td>
<td>$49,880.00</td>
</tr>
</tbody>
</table>


KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, BANK OF AMERICA, N.A., a national banking association, ("Mortgagor"), is the owner and holder of those certain Mortgages executed by PARK SQUARE ENTERPRISES, INC., a Florida corporation ("Mortgagor"), to and in favor of Mortgagee described in and consolidated and restated by that certain Receipt for Future Advance and Mortgage Modification, Spreader, Consolidation and Restatement Agreement dated August 6, 1998 and recorded August 11, 1998 in Official Records Book 1634, Page 1159; as modified by that certain Receipt for Future Advance and Mortgage Modification Agreement dated May 1, 2000 and recorded May 12, 2000 in Official Records Book 1821, Page 924; as further modified by that certain Receipt for Future Advance and Mortgage Modification Agreement dated October 1, 2001 and recorded December 27, 2001 in Official Records Book 2047, Page 176; as further modified by that Receipt for Future Advance and Mortgage Modification Agreement dated January 22, 2002 and recorded March 26, 2002 in Official Records Book 2089, Page 826; as further modified by that Receipt for Future Advance and Mortgage Modification agreement dated February 1, 2004 and recorded February 12, 2004 in Official Records Book 2505, Page 842; as further modified by that Receipt for Future Advance and Mortgage Modification Agreement dated March 5, 2004 and recorded March 16, 2004 in Official Records Book 2525, Page 1322; as further modified by that Receipt for Future Advance and Mortgage Modification Agreement dated May 24, 2004 and recorded June 1, 2004 in Official Records Book 2584, Page 1913, all in the Public Records of Lake County, Florida, and by various other Mortgage Spreader Agreements and Mortgage Modification Agreements recorded in the public records (said mortgages, as so spread, modified, consolidated and restated, being hereinafter collectively referred to as the "Mortgage"); and

WHEREAS, the Mortgage encumbers a portion of the Property described in the within and foregoing Utility Agreement executed by Mortgagor, Donald Stephens and the City of Mount Dora, to which this Subordination is attached and of which it forms a part; and

WHEREAS, the parties to the Utility Agreement have requested Mortgagee to join in and consent to the Utility Agreement for the purpose of subordinating the lien and encumbrance of the Mortgage to the Utility Agreement;

NOW THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee hereby consents to the Utility Agreement, subordinates the lien and encumbrance of the Mortgage to the Utility Agreement, and agrees that the Utility Agreement shall survive any foreclosure of the Mortgage.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, Mortgagee has caused these presents to be executed in manner and form sufficient to bind it as of the date of the Utility Agreement.

Signed, sealed and delivered in the presence of:

BANK OF AMERICA, N.A., a national banking association

Name: Catherine Campbell

By: Angelika Meredith

Name: Angelika Meredith

Title: Senior Vice President

Address: 250 Park Avenue South, Suite 400
Winter Park, Florida 32789
Attention: Home Builder Division

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 21st day of September, 2006 by Angelika Meredith, as SVP of BANK OF AMERICA, N.A., a national banking association, on behalf of the Mortgagee. He/she is personally known to me or has produced ______________________ as identification and did not take an oath.

(NOTARY SEAL)

Notary Public
Name Printed: Christine Clifford
Commission No.: ______________________
My Commission Expires: ______________________

00381061096768827495
INSTRUMENT#2012090869 OR BK 4207 PG 1119 PAGES: 5 8/30/2012 4:01:58 PM
NEIL KELLY, LAKE COUNTY CLERK OF THE CIRCUIT COURT
REC FEES: $44.00 DEED DOC:$0.70

This instrument prepared by
and return to:
U. Andrew Smith, III
Shepard, Smith & Cassidy, P.A.
2300 Mallard Center Parkway, Suite 100
Maitland, Florida 32751

PARCEL NO.: 19 (Alt. Key 1124549)
COUNTY: Lake

PERPETUAL UTILITY EASEMENT

THIS EASEMENT made this ___ day of ___ , 2012, by Chunial D.
Haria (hereinafter “Grantor”), whose mailing address is 510
North Baker Street, Mount Dora, FL 32757, its successors and assigns, (hereinafter “Grantee”).

WITNESSETH: That the Grantor, for and in consideration of the sum of One Dollar, and
other valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby
acknowledged, hereby grants unto the Grantee, its successors, assigns; licensees, a non-
exclusive perpetual easement, as described and illustrated below, (“Easement”), which is on, over,
under, upon, through and across the property situated in Lake County, Florida, more particularly
described as:

See attached Legal Description and Sketch of Description
attached as Exhibit “A” (“Easement Area”)

for underground potable water, reclaimed water, and sanitary sewer line facilities, including but not
limited to, the right to clear, excavate, construct, operate, inspect, maintain, repair, replace and/or
remove said facilities hereafter within said Easement Area, such Easement to include the right of
ingress and egress over and across said Easement Area for the purposes of constructing,
installing, and maintaining said facilities and other incidents which the Grantee may deem
necessary or convenient in connection therewith.

The Grantor retains all other rights to the use of the area subject to the Easement granted
hereby, which is not inconsistent with the use of the Easement Area by the Grantee for the
purposes granted hereby. The Easement is subject to all matters of record, the retained rights of
the Grantor and whatever other easements, rights, licenses, or grants that are contemporaneous
herewith or subsequent hereto, may be granted, or otherwise created by the Grantor, provided
that any subsequently created interest does not prevent Grantee from utilizing this Easement for
its intended purpose, and Grantor consults in advance with Grantee before granting an easement
to any other party over the easement herein.

Mortgagees, if any, holding prior liens on the property shall be required to release such
liens, subordinate their positions or join in any conveyance, grant or dedication of the Easement or
give to Grantee assurance, by way of a “subordination of mortgage agreement”, that in the event
of foreclosure, mortgagee would continue to recognize the ownership and easement rights of
Grantee.

TO HAVE AND TO HOLD the same unto said Grantee and its successors and assigns
forever and, except as provided herein, the Grantor will defend the title to said lands against all
persons claiming by, through or under said Grantor.

CITY OF MOUNT DORA
1250 N HIGHLAND STREET
ATTN ROBERTA STEGEMERTEN
MOUNT DORA FL 32757
IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

GRANTOR
C. D. Hania, by Ablin & Dvorak

Chunilal D. Hania

Mailing Address:
5200 Wisconsin Blk Ste 200
Orlando FL 32811

WITNESSES:

Carolyn Treadwell
(print name)
(signature)

Linda Kesper
(print name)
(signature)

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 7th day of August, 2012, by Ablin & Dvorak (check one) or who is personally known to me or who produced as identification and who did (did not) take an oath.

Notary Public
Print Name: Carolyn Treadwell
My Commission expires:

CITY OF MT. DORA, FLORIDA

By: Mayor

ATTEST:

City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this ______ day of ________, 2012, by Mayor (check one) who is personally known to me or who produced as identification.

Notary Public
Print Name: __________________________
My Commission expires: 2
A parcel of land lying in Sections 28 and 33, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Begin at the Northwest corner of the Northeast 1/4 of the aforesaid Section 33; thence run North 89°20'39" West along the South line of the Southeast 1/4 of the Southwest 1/4 of aforesaid Section 28 for a distance of 1319.11 feet to the Southwest corner of said Southeast 1/4 of the Southwest 1/4; thence departing said South line run North 01°01'28" West along the West line of said Southwest 1/4 of the Southwest 1/4 for a distance of 1353.81 feet to the Northwest corner of said Southwest 1/4 of the Southwest 1/4; thence departing said West line run South 89°48'41" East along the North line of said Southwest 1/4 of the Southwest 1/4 for a distance of 1238.61 feet to the Northwest corner of said Southwest 1/4 of the Southwest 1/4; thence departing said North line run North 02°36'22" West along the North/South centerline of said Section 28 for a distance of 1001.23 feet; thence departing said centerline run North 89°21'24" East for a distance of 1330.30 feet to a point on the West line of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of said Section 28; thence departing said East line run South 89°37'05" West along the South line of said Southwest 1/4 of the Southwest 1/4 of said Section 28 for a distance of 460.00 feet; thence departing said South line run South 00°02'29" East for a distance of 1301.88 feet to a point on a line parallel with and 33.00 feet North of the South line of the Southwest 1/4 of the Southwest 1/4 of Section 28, also being a point on the Northernly right-of-way line of State Road 48; thence run North 89°05'28" West for a distance of 1579.25 feet to a point of curvature of a curve tangente Southwesterly and having a radius of 2694.77 feet; thence continuing along said Northernly right-of-way line run Southwesterly along said curve through a central angle of 2650'14" for an arc distance of 1458.95 feet to a point on the West line of the Northeast 1/4 of aforesaid Section 33; thence departing said Northernly right-of-way line run North 00°26'01" West for a distance of 369.00 feet to aforesaid POINT OF BEGINNING.

DESCRIPTION:

Lying within the following described parcel:

The North 25.06 feet of the South 88.00 feet of the Southeast 1/4 of Section 28, Township 19 South, Range 27 East, Lake County, Florida.

CERTIFIED TO:

CITY OF MOUNT DORA

DATE:

SHERIDAN K. MILES, PROFESSIONAL SURVEYOR & MAPPER

FLORIDA REGISTRATION NO. 6059
SKETCH OF DESCRIPTION
(NOT A FIELD SURVEY)

Detail of area between the S. line of the easement & the N. line of the R/W.

NOTES:
1. THE SURVEY (AND/OR) REPORT OR THE COPIES THEREOF ARE NOT VALID UNLESS THEY BEAR THE SIGNATURE AND ORIGINAL RATED SEAL OF A FLORIDA LICENSED SURVEYOR AND Mapper.
2. CERTIFICATION IS LIMITED TO PARTIES NAMED HEREON.
3. THE LEGAL DESCRIPTION WAS PREPARED BY THIS SURVEYOR WITH INSTRUCTION PROVIDED BY THE CLIENT.
4. THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 54-17.052 FAC.
5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, OWNERSHIP OR OTHER MATTERS OF RECORD BY THIS SURVEYOR.
6. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.
7. THIS SKETCH CONTAINS 2 SHEETS AND IS NOT CONSIDERED FULL AND COMPLETE WITHOUT BOTH SHEETS.

Revised to show area between Easement & R/W. 8/10/11
LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, CHUNILAL D. HARIA, ("Grantor"), of P.O. Box 40491, Nairobi, Kenya, does hereby make, constitute and appoint ABHINAV DWIVEDI, of 113 North Econlockhatchee Trail, Orlando Florida 32825, as Grantor’s true and lawful attorney-in-fact for Grantor and in Grantor’s name, place and stead, and on Grantor’s behalf, and for Grantor’s use and benefit to do the following:

Execute and deliver all documents and instruments in connection with Grantor’s purchase, sale and management of certain real property more particularly described on Exhibit “A” attached hereto.

AND FOR NO OTHER PURPOSE OR USE WHATSOEVER.

GRANTOR DOES HEREBY GRANT to said attorney-in-fact full power and authority to do, take and perform all and every act and thing whatsoever requisite, proper or necessary to be done in the exercise of any of the rights and powers herein granted, hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done by virtue of this Limited Power of Attorney and the rights and powers herein granted.

THIS INSTRUMENT is a Limited Power of Attorney authorized by the provisions of Section 709.08 of the Florida Statutes, as they may be amended. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to said attorney-in-fact.

THIS LIMITED POWER OF ATTORNEY shall be effective as of and from the date it is executed, and until such time as Grantor shall die, revoke this power in writing, or be adjudged incompetent. This Limited Power of Attorney shall not be affected by Grantor’s disability or incapacity except as provided by statute. The powers conferred on Grantor’s attorney-in-fact in this instrument shall be non-delegable, and any acts done pursuant thereto during any period of Grantor’s disability or incompetence shall have the same effect and inure to the benefit of and bind Grantor and Grantor’s heirs, devisees and personal representatives, as if Grantor were competent and not disabled.
IN WITNESS WHEREOF, Grantor has executed this Limited Power of Attorney as of 22nd December 2008.

Witnesses:

CHUNILAL D. SHARMA

CHUNILAL D. HARIA

Print Name: CHANDRAJAL SHARMA

Print Name: CHUNILAL D. SHARMA

COUNTRY OF KENYA
CITY OF NAIROBI

The foregoing instrument was acknowledged before me this 22nd day of December, 2008, by CHUNILAL D. HARIA. He is personally known to me or has produced as identification.

(NOTARY SEAL)

Signature of Notary Public
EXHIBIT “A”

PHASE 1:

Parcel 1:
A parcel of land lying in Sections 28 and 33, Township 19 South, Range 27 East, Lake County, Florida.

Being more particularly described as follows:
Begin at the Northwest corner of the Northeast 1/4 of aforesaid Section 33; thence run North 89°50'39" West along the South line of the Southeast 1/4 of the Southwest 1/4 of aforesaid Section 28 for a distance of 1319.11 feet to the Southwest corner of said Southeast 1/4 of the Southwest 1/4; thence departing said South line run North 01°02'29" West along the West line of said Southeast 1/4 of the Southwest 1/4 for a distance of 1333.81 feet to the Northwest corner of said Southeast 1/4 of the Southwest 1/4; thence departing said West line run South 89°48'41" East along the North line of said Southeast 1/4 of the Southwest 1/4 for a distance of 1328.61 feet to the Northeast corner of said Southeast 1/4 of the Southwest 1/4; thence departing said North line run North 00°38'02" West along the North / South centerline of said Section 28 for a distance of 1001.29 feet; thence departing said centerline run North 89°21'24" East for a distance of 1330.30 feet to a point on the West line of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 for a distance of 353.96 feet to a point on the North line of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 for a distance of 33.00 feet North of the South line of the Southeast 1/4 of the Northeast 1/4 of said Section 28; thence run South 00°38'02" East along said West line for a distance of 1301.68 feet to a point on a line parallel with and 33.00 feet North of the South line of the Southeast 1/4 of the Northeast 1/4 of said Section 28, also being a point on the Northerly right-of-way line of State Road 46; thence run North 89°50'39" West for a distance of 179.15 feet to a point of curvature of a curve concave Southeasterly and having a radius of 2894.77 feet; thence continuing along said Northerly right-of-way line run Southwesterly along said curve through a central angle of 28°50'14" for an arc distance of 1456.95 feet to a point on the West line of the Northeast 1/4 of aforesaid Section 33, thence departing said Northerly right-of-way line run North 00°38'01" West for a distance of 329.00 feet to aforesaid POINT OF BEGINNING.

AND

Parcel 2:
A parcel of land lying in Section 28, Township 19 South, Range 27 East, Lake County, Florida.

Being more particularly described as follows:
Commence at the Northwest corner of the Northeast 1/4 of aforesaid Section 33; thence run North 89°50'39" West along the South line of the Southeast 1/4 of the Southwest 1/4 of aforesaid Section 28 for a distance of 1319.11 feet to the Southwest corner of said Southeast 1/4 of the Southwest 1/4; thence departing said South line run North 01°02'29" West along the West line of said Southeast 1/4 of the Southwest 1/4 for a distance of 1333.81 feet to the Northwest corner of said Southeast 1/4 of the Southwest 1/4; thence departing said West line run South 89°48'41" East along the North line of said Southeast 1/4 of the Southwest 1/4 for a distance of 1328.61 feet to the Northeast corner of said Southeast 1/4 of the Southwest 1/4; thence departing said North line run North 00°38'02" West along the North / South centerline of said Section 28 for a distance of 1001.29 feet; thence departing said centerline run North 89°21'24" East for a distance of 1330.30 feet to a point on the West line of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 for a distance of 353.96 feet to a point on the North line of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 for a distance of 33.00 feet North of the South line of the Southeast 1/4 of the Northeast 1/4 of said Section 28; thence run South 00°38'02" East along said West line for a distance of 1301.68 feet to a point on a line parallel with and 33.00 feet North of the South line of the Southeast 1/4 of the Northeast 1/4 of said Section 28, also being a point on the Northerly right-of-way line of State Road 46; thence run North 89°50'39" West for a distance of 179.15 feet to a point of curvature of a curve concave Southeasterly and having a radius of 2894.77 feet; thence continuing along said Northerly right-of-way line run Southwesterly along said curve through a central angle of 28°50'14" for an arc distance of 1456.95 feet to a point on the West line of the Northeast 1/4 of aforesaid Section 33, thence departing said Northerly right-of-way line run North 00°38'01" West for a distance of 329.00 feet to aforesaid POINT OF BEGINNING.
Commence at the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 28; thence run South 00°32'54" East along the East line of the West 1/2 of the Northeast 1/4 for a distance of 30.00 feet to a point along the Southerly right-of-way line of Wolf Branch Road and the POINT OF BEGINNING; thence continue South 00°32'54" East along said East line of the West 1/2 of the Northeast 1/4 for a distance of 2634.89 feet to the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 28; thence departing said East line of the West 1/2 of the Northeast 1/4 run South 00°31'33" East along the East line of the Northwest 1/4 of the Northeast 1/4 of said Section 28 for a distance of 991.48 feet to a point on aforesaid West line of said Southeast 1/4 of the Southwest 1/4 of said Section 28; thence departing said North line run South 01°02'29" East along said West line for a distance of 110.04 feet to aforesaid POINT OF BEGINNING.

LESS: All of Summerbrooke Phase 1, according to the plat thereof, recorded in Plat Book 58, Pages 1 through 10, of the Public Records of Lake County, Florida.

LESS AND EXCEPT that parcel conveyed by Warranty Deed recorded in Official Records Book 3551, Page 1912, Public Records of Lake County, Florida.

Phase 2:
A parcel of land lying within a portion of Section 28, Township 19 South, Range 27 East, Lake County, Florida. Being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 28; thence run North 89°33'14" West along said North line for a distance of 990.21 feet to a point on the Easterly right-of-way line of State Road 500; thence departing said South line run North 01°42'05" West along said Easterly right-of-way line for a distance of 110.08 feet; thence departing said Easterly right-of-way line run South 89°33'14" East along the North line of said Section 776.20 feet of the Southwest 1/4 of the Southwest 1/4 of said Section 28 for a distance of 991.48 feet to a point on aforesaid West line of said Southeast 1/4 of the Southwest 1/4 of Section 28; thence departing said North line run South 01°02'29" East along said West line for a distance of 110.04 feet to aforesaid POINT OF BEGINNING.

LESS: All of Summerbrooke Phase 1, according to the plat thereof, recorded in Plat Book 58, Pages 1 through 10, of the Public Records of Lake County, Florida.

LESS AND EXCEPT that parcel conveyed by Warranty Deed recorded in Official Records Book 3551, Page 1912, Public Records of Lake County, Florida.
WHEREAS, the City presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by City to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the City's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, City and F.D.O.T. agree as follows:

City hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL 114

That part of:

"TRACTS A, B, C, D, E, F, G, AND H, SUMMERBROOKE PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 58, PAGES 1 THROUGH 10, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AS SUPPLEMENTED BY SURVEYOR'S AFFIDAVIT RECORDED IN OFFICIAL RECORDS BOOK 03437, PAGE 1449, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA."

(Being the lands described in Official Records Book 3715, Page 1486 of the Public Records of Lake County, Florida.)

PART A

Described as follows:

COMMENCE at a 3 1/2" x 3" Concrete Monument with a drill hole in the center marking the Northwest Corner of the Northeast Quarter of Section 33, Township 19 South, Range 27 East, Lake County, Florida, as shown on Florida Department of Transportation Right of Way Map, Section 11130, FP No 238275-2; thence South 00°07'22" East along said West line of said

Subordination of City Utility Interests
PARCEL NO. 114.2
SECTION 11130
F.P. NO. 238275-2
PAGE 2

Northeast Quarter, 365.75 feet to a point on a curve at Station 62+57.76 on the Centerline of Survey of State Road 46, as shown on said Right of Way Map, said curve being concave Southeasterly and having a radius of 2865.06 feet, a central angle of 06°12'22", a chord bearing of North 64°12'22" East and a chord distance of 308.69 feet; thence departing said West line of the Northeast Quarter and from a tangent bearing of North 61°06'22" East, run Northeasternly along said Centerline and the arc of said curve, 310.04 feet to Station 65+97.80 at an intersection with a Southerly projection of the West line of Tract "J" of Summerbrooke Phase 1, per map recorded in Plat Book 58, Page 1 of said Public Records; thence departing said Centerline and said curve, North 27°01'45" West along said Southerly projection, 44.17 feet to the Northwest corner of said Tract "J" and the POINT OF BEGINNING; thence departing said West line of Tract "J" continue North 27°01'45" West along the West line of Tract "D" of said Summerbrooke Phase 1, a distance of 18.95 feet; thence North 30°38'03" West along said West line of Tract "D," 43.91 feet to a point on a curve, concave Southerly and having a radius of 2931.46 feet, a central angle of 18°36'45", a chord bearing of North 75°45'22" East and a chord distance of 948.10; thence departing said West line of Tract "D" and from a tangent bearing of North 66°27'00" East, run Easterly along the arc of said curve, 952.28 feet to the beginning of a reverse curve concave Northwesterly and having a radius of 34.33 feet (through which a radial line bears North 04°56'15" West), a chord bearing of North 58°45'47" East and a chord distance of 30.42 feet; then run Northeasternly along the arc of said curve, 31.52 feet; thence North 86°28'34" East, 9.29 feet to a point on the West line of Sebastian Street of said Summerbrooke Phase 1; thence South 03°31'26" East along said West line, 1.93 feet; thence South 86°28'34" West along said West line, 5.00 feet; thence South 03°31'26" East along said West line, 83.10 feet to a point on said Existing Right of Way Line, said point being on a curve, concave Southerly and having a radius of 2906.77 feet, a central angle of 18°47'34", a chord bearing of South 76°39'07" West and a chord distance of 949.15 feet; thence departing said West line and from a tangent bearing of South 86°02'54" West, run Southwesterly along said Existing Right of Way line and the arc of said curve, 953.42 feet to the POINT OF BEGINNING.

CONTAINING 1.501 acres, more or less.

TOGETHER WITH

PART B

COMMENCE at a 3 1/2" x 3" Concrete Monument with a drill hole in the center marking the Northwest Corner of the Northeast Quarter of Section 33, Township 19 South, Range 27 East, Lake County, Florida, as shown on Florida Department of Transportation Right of Way Map, Section 11130, FP No 238275-2; thence South 00°07'22" East along the West line of said Northeast Quarter, 365.75 feet to a point on a curve at Station 62+57.76 on the Centerline of Survey of State Road 46, as shown on said Right of Way Map, said curve concave Northwesterly and having a radius of 2865.06 feet, a central angle of 29°26'27", a chord bearing of North 75°49'35 East and a chord distance of 1456.04 feet; thence departing said West line of the Northeast Quarter and from a tangent bearing of North 61°06'22" East, run along said Centerline and along the arc of said curve, 1472.18 feet to the point of tangency at Station 77+29.94; thence continue along said Centerline South 69°27'11" East, 74.62 feet to Station 78+04.56 at an intersection with a Southerly projection of the East line of Tract "J" of Summerbrooke Phase 1, per map recorded in Plat Book 58, Page 1 of said Public Records; thence departing said Centerline, North 02°28'40" West along said Southerly projection thereof, 32.07 feet to the Existing Right of Way Line of State Road 46 as shown on said Right of Way map; thence continue North 02°28'40" West along said East line of Tract "J" and said Existing Right of Way Line, 3.96 feet; thence North 86°10'23" West along said East line and said Existing Right of Way Line, 48.24 feet; thence North 39°08'52" West along said East line and said Existing Right of Way Line, 14.24 feet to the Southeast corner of Tract "C" per said Summerbrooke Phase 1 and the POINT OF BEGINNING; thence departing said East line of Tract "C", North 89°46'50" West along said Existing Right of Way Line, 33.74 feet to the beginning of a curve, concave Southerly and having a radius of 2912.77 feet, a central angle of 02°59'23", a chord bearing of South 88°43'28" West and a chord distance of 151.86 feet; thence Westerly along said Existing Right of Way Line and along the arc of said curve, 152.00 feet to a point on the East line of Sebastian Street, per said plat; thence departing said Existing Right of Way Line, North 03°31'26" West along said West line, 77.26 feet;
PARCEL NO. 114.2
SECTION 11130
F.P. NO. 238275-2
PAGE 3

thence South 86°28'34" West along said West line, 5.00 feet; thence North 03°31'26" West along said West line, 1.94 feet to the Southwest corner of Lot 94, per said plat, thence departing said West line; North 86°28'34" East along the South line of said Lot 94, 120.00 feet to the Southeast corner of said Lot; thence North 03°31'26" West along the East line of said Lot, 1.04 feet to a point on a curve, concave Southerly and having a radius of 2948.79 feet, a central angle of 00°54'06", a chord bearing of North 89°31'46" East and a chord distance of 46.40 feet; thence departing said East Lot line and from a tangent bearing of North 89°04'43" East, run Easterly along the arc of said curve, 46.40 feet to a point on the East line of said Tract "C"; thence departing said curve, South 25°22'07" West along the East line of said Tract, 33.66 feet; thence South 39°08'52" East along the East line of said Tract, 69.46 feet to the POINT OF BEGINNING.

CONTAINING 13,157 square feet, more or less.

Containing in the aggregate 1.803 acres, more or less

This legal description prepared under the direction of:
Joseph C. DiBenedetto, P.L.S.
Florida Professional Land Surveyor No. 5181
McKim & Creed, Inc.
115 East Indiana Ave.
DeLand, Florida, 32724

RECORDED

<table>
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<th>INSTRUMENT</th>
<th>DATE</th>
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<th>O.R. BOOK/PAGE</th>
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<td>Easement</td>
<td>09/22/06</td>
<td>Park Square Enterprises, LLC, f/k/a Park Square Enterprises, Inc.</td>
<td>City of Mount Dora, a Florida municipal corporation</td>
<td>3282 / 436</td>
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| Bill of Sale | 11/05/07 | Park Square Enterprises, Inc. | " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " " 

PROVIDED that the City has the following rights:

1. The City shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the City or require the City to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided
that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.

4. The City agrees to repair any damage caused by the City to F.D.O.T. facilities and to indemnify to the extent permitted under Florida law the F.D.O.T. against any loss or damage resulting from the City exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By:________________________
Frank J. O'Dea, P.E.
District Director of Transportation Development for District Five
719 S. Woodland Blvd.
Deland, Florida 32740

Legal Review
By:________________________
Office of the General Counsel

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ______ day of ______, ______, by Frank J. O'Dea, P.E., District Director of Transportation Development for District Five, who is personally known to me or who has produced ______________________ as identification.

PRINT/TYPR NAME:________________________
Notary Public in and for the County and State last aforesaid.
My Commission Expires:________________________
Serial No., if any:________________________
IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

CITY OF MOUNT DORA, FLORIDA,
By its Board of City Commissioners

By: ____________________________
   Its Chairperson
   (or Vice-Chairperson)

ATTEST: _________________________
   Clerk (or Deputy Clerk)

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this ______ day of ____________, ______, by __________________________, Chairperson (or Vice-Chairperson), who is personally known to me or who has produced _________________________ as identification.

PRINT/TYPER NAME: ________________
Notary Public in and for the County and State last aforesaid.
My Commission Expires: ______________
Serial No., if any: ____________________
RESOLUTION

ON MOTION of Commissioner ____________________________, seconded by Commissioner ____________________________, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 46, Section No. 11130, F.P. No. 238275-2, in Lake County, Florida; and

WHEREAS, it is necessary that certain easement rights now owned by the City of Mount Dora, Florida, be subordinate to the rights of the State of Florida Department of Transportation; and

WHEREAS, said subordination is in the best interest of the City; and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Mount Dora, Florida, that the application of the State of Florida Department of Transportation for a subordination of utility interest, or interests, is for transportation purposes which are in the public or community interest and for public welfare; that a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, in DeLand, Florida, should be drawn and executed by ____________________________, on behalf of this Board of City Commissioners.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 719 South Woodland Blvd., DeLand, Florida, 32720-6834.

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of City Commissioners of City of Mount Dora, Florida, at a meeting held on the ______ day of ________.

__________________________
Clerk, Board of City Commissioners
City of Mount Dora, Florida
UTILITY AGREEMENT

THIS AGREEMENT is entered into as of the 23rd day of September, 2006 between THE CITY OF MOUNT DORA, FLORIDA, a Florida municipal corporation, whose address is 510 North Baker Street, Mount Dora, Florida 32757 (the “Utility”, or the “City”), and PARK SQUARE ENTERPRISES, INC., a Florida corporation, and/or its successors or assigns, whose address is 5200 Vineland Road, Suite 200, Orlando, Florida 32811 (the “Developer”).

The terms and conditions of this Agreement shall run with the real property as such is described in Exhibit “A”.

BACKGROUND

Developer is the current record owner of that certain real property more particularly described on Exhibit “A” attached hereto (collectively, the “Property”). In order to develop the Property, Developer will be required to construct on-site and off-site water lines, wastewater lines, reuse water lines and related on-site and off-site facilities of sufficient capacity to serve the development planned for the Property (the “Project”). The Utility wishes to have the Developer construct lines and related facilities of a greater capacity than would otherwise be required so that the Utility can serve other developments. The Developer is willing to construct the greater capacity lines and related facilities upon its acquisition of the Property so long as Utility pays the difference in cost of materials therefor.

This Agreement shall not be personal to the Developer, but shall run with the Property until terminated as herein provided.

PRIOR AGREEMENTS

This Agreement represents the full and complete agreement and understanding between the parties regarding the cost sharing for the construction of the aforementioned lines and related facilities. All prior written or oral agreements regarding the cost sharing for the construction of the aforementioned lines and related facilities between the parties, or their predecessors in interest, are hereby declared to be null and void.
In consideration of the foregoing and of the parties' respective rights and obligations set forth herein, the Developer and the Utility agree as follows:

1. **Construction of Transmission/Distribution System.**

   A. **Developer's Obligations.** Developer shall bear the cost of (except as hereinafter provided) and construct the aforementioned transmission/distribution systems of sufficient size to furnish water, wastewater, and reuse water service to the Property in the quantities necessary to serve the Project at buildout prior to receiving any certificates of occupancy for any portion of the Property, which the parties hereby agree includes line sizes of eight inches for water, six inches for wastewater, and eight, ten and twelve inches for those respective reuse water lines shown in that certain table attached hereto in Exhibit "B." At Utility's request, Developer has agreed to oversize the lines to the sizes specified on Exhibit "B" on the terms and subject to the conditions contained in this Agreement. Developer shall be reimbursed for the cost of the excess capacity within thirty (30) days after delivery by Developer to Utility of documentary evidence of clearance of such lines by the Florida Department of Environmental Protection and upon acceptance of the system by Utility in accordance with Subsections 2 and 3 of Section 5.3.5 of the Land Development Code of the City of Mount Dora. Such reimbursement shall be limited to the cost of the oversizing as specified on Exhibit "B" attached hereto. The cost of oversizing specified on Exhibit "B" is calculated as the difference between the cost of materials for line sizes set forth above and the cost of materials for the size lines being installed at Utility's request. In order to be eligible to be reimbursed hereunder, Developer must construct the transmission/distribution systems in accordance with construction plans therefor which have received approval from Utility prior to commencement of construction, subject to such changes as are approved and/or directed by the Utility, which approval shall not be unreasonably withheld, delayed or conditioned.

   B. **Utility’s Obligations.** Utility shall bear the cost of and construct the off-site wastewater line and related off-site facilities within U.S. Highway 441 which are specified on Exhibit “C” attached hereto, in the capacities specified on Exhibit “C,” such that the same shall be completed and available for use by the Project on or before the date by which the Utility’s failure to do so would interfere with the availability of sanitary sewer service to the Project at a reasonable acceptable level of service based on the sewer capacity required to serve the Project from time to time as it is developed. In consideration of Utility’s agreement to construct such off-site wastewater line and related off-site facilities within U.S. Highway 441, Developer has this date paid to Utility a fixed contribution in the sum of FORTY-NINE THOUSAND EIGHT HUNDRED EIGHTY AND NO/100 DOLLARS ($49,880.00), receipt and sufficiency of which are hereby acknowledged by Utility.

2. **Waiver.** No waiver or any provision hereof shall be effective unless executed in writing by the party alleged to have made the waiver. No waiver of a provision hereof shall constitute a continuing waiver unless designated as such. A party’s forbearance to enforce any available rights or to exercise any available remedy, or to insist upon strict compliance herewith, shall not be deemed a waiver or forfeiture of such rights, remedies or strict compliance. Such forbearance shall not estop that party from exercising all available rights and remedies, or from requiring strict compliance in the future.
3. **Severability.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable, that provision shall be deleted from this Agreement without affecting in any respect whatsoever the validity of the remainder of this Agreement.

4. **Cumulative Remedies.** In the event of any party's breach of this Agreement, the other parties shall be entitled to exercise any remedies available in equity or at law, including but not limited to the remedies of specific performance, injunctive relief and monetary damages. Remedies provided to the parties by this Agreement, by law and by any instrument or document executed pursuant to this Agreement, are cumulative. No remedy shall be exclusive of any other remedies allowed to the parties by this Agreement, in equity, by law and by any instrument or document executed pursuant hereto, or by any other source. A party's exercise of any particular remedy shall not preclude that party from exercising one or more additional or alternative remedies.

5. **Assignability.** Developer may assign this Agreement or any of Developer's rights hereunder to subsequent transferees of the Property or portions thereof.

6. **Attorney's Fees.** If it becomes necessary for either party to take action, including legal action, to enforce this Agreement, then the nonprevailing party in such action shall pay the reasonable costs and attorney's fees, including reasonable costs and attorney's fees of appellate proceedings, incurred by the prevailing party in such action.

7. **Persons Bound.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors-in-interest or assigns.

8. **Captions.** The captions to the provisions of this Agreement are for convenience and reference only, and are not intended to limit, explain, augment, or otherwise affect the substance or scope of the provisions, nor to imply the parties' intent.

9. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall be in Lake County, Florida.

10. **Construction.** Whenever the context permits or requires, the use of the singular in this Agreement shall include the plural, and the plural shall include the singular. Any reference herein to one gender shall likewise apply to the other gender and the neuter; and any reference herein to the neuter shall refer likewise to one or both genders. Any reference herein to a person shall include trusts, partnerships, corporations, and any other entity as appropriate.

11. **Force Majeure.** If the performance required of either party under this Agreement is, without fault of that party, delayed by act of God, civil commotion, federal, state or judicial actions, strikes, lock-outs, labor disputes, the conduct of any person not a party hereto, or any other cause without fault to and beyond the control of the obligated party (financial inability excepted), then that party shall be excused from such performance for the period of the occurrence causing the delay, but shall promptly remedy any such condition.

12. **Effective Date.** The effective date of this Agreement shall be the last date of execution of the signatures required hereunder.
13. **Amendments.** Any amendment to this Agreement is not effective unless the amendment is in writing and signed by both parties.

14. **Term.** This Agreement shall be for a period of 30 years, except as hereinafter provided. The term of this Agreement may be extended pursuant to Paragraph 13 of this Agreement and by mutual consent of the Utility and Developer. At such time as the purposes of this Agreement and the obligations of the parties hereunder have been fulfilled, any party may request that this Agreement be terminated in writing, whereupon the parties shall do so and either party may record such written termination among the Public Records of Lake County, Florida, in order to evidence same.

15. **Notices.** Any notices hereunder shall be deemed effective (i) three (3) days after mailing if delivered via U.S. mail, return receipt requested, or (ii) upon delivery if delivered personally by hand-delivery, courier or recognized delivery service, or (iii) at time of transmission if delivered by fax, with receipt acknowledged electronically at time of transmission, and addressed to the parties as follows:

To Utility:  
City of Mount Dora  
Public Services  
1250 N. Highland Street  
Mount Dora, FL 32757  
Phone: (352) 735-7151  
Fax: (352) 735-1539  
Attn: Paul Lahr

With copy to:  
City of Mount Dora  
Legal Department  
1250 N. Highland Street  
Mount Dora, FL 32757  
Phone: (352) 735-7175  
Fax: (352) 383-4801  
Attn: Gary Cooney, Esquire

To Developer:  
Park Square Enterprises, Inc.  
5200 Vineland Road, Suite 200  
Orlando, FL 32811  
Phone: (407) 529-3000  
Fax: (407) 529-3106  
Attn: Jeff Porter

With copy to:  
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.  
215 North Bola Drive  
Orlando, FL 32801  
Phone: (407) 843-4600  
Fax: (407) 843-4444  
Attn: Gary M. Kaleita, Esq.
16. Estoppel Certificates. In the event that any party or its successors or assigns shall desire to inquire as to the status of another party's performance of, payment of or compliance with any obligations imposed in this Agreement, the inquiring party shall be entitled to receive from the other party within fifteen (15) days following written request, an estoppel certificate which states whether any party hereto is in default of its obligations hereunder and whether, when, and to what extent any monies may be due from one party to another hereunder.

17. Subordination of Mortgage. If and to the extent that any mortgage encumbers the Property or any portion thereof, the owner has obtained and attached hereto as Exhibit “D” a Subordination of Mortgage to this Agreement from the mortgagee.

City of Mount Dora

Attest: Michael Pinn
As: City Clerk
Date: 9/21/06, 2006

By: James E. Yatsuk
As: Mayor
Date: 9/21/06, 2006

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 21st day of September 2006, by JAMES E. YATSUK, as Mayor of the CITY OF MOUNT DORA, a Florida municipal corporation, on behalf of the corporation. He is personally known to me or has produced as identification.

(NO T A RY S E A L)

GWENDOLEN A. KEOUGH
Notary Public; State of Florida
Print: GWENDOLEN A. KEOUGH
My Commission Expires: 5/31/2009

00381061096708827495
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 22nd day of September, 2006, by SURESH K. GUPTA, as President of PARK SQUARE ENTERPRISES, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced as identification.

(SIGNATURE)

Suresh K. Gupta, President

By: [Signature]

Michele Ryder

Date: September 22, 2006

(SIGNATURE)

Michele Ryder

Printed Name of Witness

Printed Name of Witness

(STATE SEAL)

Notary Public; State of Florida
Print: Shawn Jackson
My Commission Expires: June 07, 2009
EXHIBIT "A-1"

DESCRIPTION OF PROPERTY
OWNED BY PARK SQUARE ENTERPRISES, INC.

Parcel 1:

A parcel of land lying in Sections 28 and 33, Township 19 South, Range 27 East, Lake County, Florida.

Being more particularly described as follows:

BEGIN at the Northwest corner of the Northeast ¼ of aforesaid Section 33; thence run North 89°50'39" West along the South line of the Southwest ¼ of the Northwest ¼ of aforesaid Section 28 for a distance of 1319.11 feet to the Southwest corner of said Southwest ¼ of the Southwest ¼; thence departing said South line run North 01°02'29" West along the West line of said Southwest ¼ of the Northwest ¼ for a distance of 1333.81 feet to the Northwest corner of said Southwest ¼ of the Northwest ¼; thence departing said West line run South 89°48'41" East along the North line of said Southwest ¼ of the Northwest ¼ for a distance of 1328.61 feet to the Northeast corner of said Southeast ¼ of the Southwest ¼; thence departing said North line run North 00°38'02" West along the North/South centerline of said Section 28 for a distance of 1001.29 feet; thence departing said centerline run North 89°21'24" East for a distance of 1330.30 feet to a point on the West line of the Northwest ¼ of the Northeast ¼ of the Southeast ¼ of said Section 28; thence run South 00°38'02" East along said West line for a distance of 353.96 feet to a point on the North line of the Southwest ¼ of the Northeast ¼ of said Southeast ¼ of said Section 28; thence departing said South line run South 89°37'05" East along said North line for a distance of 656.18 feet to the Northeast corner of the Southwest ¼ of the Northeast ¼ of aforesaid Southeast ¼ of Section 28; thence departing said North line run South 00°38'02" East along the East line of said Southwest ¼ for a distance of 665.99 feet to the Southeast corner of said Southwest ¼ of the Northeast ¼ of said Southeast ¼ of said Section 28; thence departing said East line run North 89°37'05" West along the South line of said Southwest ¼ of the Northeast ¼ of said Southeast ¼ of said Section 28 for a distance of 400.00 feet; thence departing said South line run South 00°21'26" East for a distance of 1301.68 feet to a point on a line parallel with and 33.00 feet North of the South line of the Southeast ¼ of the Southeast ¼ of Section 28, also being a point on the Northerly right-of-way line of State Road 46; thence run North 89°50'39" West for a distance of 179.15 feet to a point of curvature of a curve concave Southeasterly and having a radius of 2894.77 feet; thence continuing along said Northerly right-of-way line run Southwesterly along said curve through a central angle of 28°50'14" for an arc distance of 1456.95 feet to a point on the West line of the Northeast ¼ of aforesaid Section 33; thence departing said Northerly right-of-way line run North 00°38'01" West for a distance of 329.00 feet to aforesaid POINT OF BEGINNING.

Contains 132.517 acres more or less.
Parcel 2:

A parcel of land lying in Section 28, Township 19 South, Range 27 East, Lake County, Florida.

Being more particularly described as follows:

COMMENCE at the Northwest corner of the Northeast ¼ of aforesaid Section 33; thence run North 89°50’39” West along the South line of the Southeast ¼ of the Southwest ¼ of aforesaid Section 28 for a distance of 1319.11 feet to the Southwest corner of said Southeast ¼ of the Southwest ¼; thence departing said South line run North 01°02’29” West along the West line of said Southeast ¼ of the Southwest ¼ of for a distance of 664.95 feet to a point on the South line of the North 100.00 feet of the South 776.20 feet of the Southwest ¼ of the Southwest ¼ of said Section 28 to the POINT OF BEGINNING; thence run North 89°33’14” West along said South line for a distance of 990.21 feet to a point on the Easterly right-of-way line of State Road 500; thence departing said South line run North 01°42’05” West along said Easterly right-of-way line for a distance of 110.08 feet; thence departing said Easterly right-of-way line run South 89°33’14” East along the North line of said South 776.20 feet of the Southwest ¼ of the Southwest ¼ of said Section 28 for a distance of 991.48 feet to a point on aforesaid West line of said Southeast ¼ of the Southwest ¼ of Section 28; thence departing said South line run South 01°02’29” East along said West line for a distance of 110.04 feet to aforesaid POINT OF BEGINNING.

Contains 2.5 acres more or less.

 Parcel 3:

A parcel of land lying within a portion of Section 28, Township 19 South, Range 27 East, Lake County, Florida. Being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 28; thence run South 00°32’54” East along the East line of the West 1/2 of the Northeast 1/4 for a distance of 30.00 feet to a point along the Southerly right of way line of Wolf Branch Road and the POINT OF BEGINNING; thence continue South 00°32’54” East along said East line of the West 1/2 of the Northeast 1/4 for a distance of 2634.89 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 28; thence departing said East line of the West 1/2 of the Northeast 1/4 run South 00°31’33” East along the East line of the Northwest 1/4 of the Southwest 1/4 of said Section 28 for a distance of 309.03 feet to the North line of Parcel 1 as described in Official Records Book 2692, Page 1108 of the Public Records of Lake County, Florida; thence departing said East line of the Northwest 1/4 of the Northeast 1/4 run South 89°21’24” West along said North line of Parcel 1 for a distance of 1322.48 feet to a point along the West line of the East 1/2 of the said Section 28; thence departing said North line of Parcel 1 run North 00°38’36” West along said West line of the East 1/2 for a distance of 2471.65 feet to a point along a line parallel to and 524.00 feet South of the North line of the Northwest 1/4 of the Northeast 1/4 of said Section 28; thence departing said West line of the East 1/2 run South 89°42’10” East along said line parallel to and 524.00 feet South of the North line of the Northwest 1/4 of the Northeast 1/4 for a distance of 320.04 feet to a point along a line parallel and 320.00 feet East of the West line of the Northwest 1/4 of the Northeast 1/4 of said Section 28; thence departing said line parallel to and 524.00 feet South of the North line of the Northwest
1/4 of the Northeast 1/4 run North 00°38'36" West along said line parallel and 320.00 feet East of the West line of the Northwest 1/4 of the Northeast 1/4 for a distance of 504.07 feet to a point along the aforesaid Southerly right of way line of Wolf Branch Road; thence departing said line parallel and 320.00 feet East of the West line of the Northwest 1/4 of the Northeast 1/4 run the following three (3) courses and distances along said Southerly right of way line: run South 89°42'10" East for a distance of 38.47 feet; thence run South 00°17'50" West for a distance of 10.00 feet; thence run South 89°42'10" East for a distance of 969.31 feet to the aforesaid POINT OF BEGINNING.

Said parcel contains 86.262 acres, more or less.
EXHIBIT "B"

DESCRIPTION OF WATER, WASTEWATER AND RE-USE WATER LINES TO BE INSTALLED BY DEVELOPER
EXHIBIT B
SUMMERBROOKE POTABLE UPSIZING
(Based on Two Point Connection)
(Revised 3/3/06)

<table>
<thead>
<tr>
<th>Location</th>
<th>Min. Diameter</th>
<th>City Upsize Diameter</th>
<th>Difference/</th>
<th>Length</th>
<th>Cost Difference</th>
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SUMMERBROOKE RECLAIM UPSIZING
(Based on Two Point Connection)

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<td>$32,787.70</td>
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### Grand Total

| Grand Total |     |        |       |       |       |     | $164,453.74 |

Source: Potable Water, Effluent Reuse and Sewage Lift Station Design Report by Florida Land Design, Inc., Dated February 2005

**SUMMERBROOKE FORCE MAIN UPSIZING**

(Based on Revised Force Main Route)

<table>
<thead>
<tr>
<th>Location</th>
<th>Min. Diameter</th>
<th>Cost/ LF*</th>
<th>City Upsize Diameter</th>
<th>Cost/ LF*</th>
<th>Difference/ LF</th>
<th>Length (Feet)</th>
<th>Cost Difference</th>
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<td>US 441 to L.S.</td>
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<td>$180,138.36</td>
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Note*: Cost/LF is based on the cost of a typical 500 LF segment of pipe, which includes 4 bends, 6 restraints and 1 gate valve, then averaged to generate a per foot cost.

The total amount of reimbursement is $537,791.26
Exhibit C

Description of Off-Site Wastewater Line/Facilities within U.S. Highway 441 to be installed by Utility

<table>
<thead>
<tr>
<th>Location</th>
<th>Diameter Required</th>
<th>Cost / LF</th>
<th>Length (ft)</th>
<th>Cost</th>
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<td>Parallel to US 441 ending at SR 46</td>
<td>16</td>
<td>62.35</td>
<td>800</td>
<td>$49,880.00</td>
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</table>
EXHIBIT "D"

SUBORDINATION OF MORTGAGE TO UTILITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, BANK OF AMERICA, N.A., a national banking association, ("Mortgagee"), is the owner and holder of those certain Mortgages executed by PARK SQUARE ENTERPRISES, INC., a Florida corporation ("Mortgagor"), to and in favor of Mortgagee described in and consolidated and restated by that certain Receipt for Future Advance and Mortgage Modification Agreement, Spreader, Consolidation and Restatement Agreement dated August 6, 1998 and recorded August 11, 1998 in Official Records Book 1634, Page 1159; as modified by that certain Receipt for Future Advance and Mortgage Modification Agreement dated May 1, 2000 and recorded May 12, 2000 in Official Records Book 1821, Page 924; as further modified by that certain Receipt for Future Advance and Mortgage Modification Agreement dated October 1, 2001 and recorded December 27, 2001 in Official Records Book 2047, Page 176; as further modified by that Receipt for Future Advance and Mortgage Modification Agreement dated January 22, 2002 and recorded March 26, 2002 in Official Records Book 2089, Page 826; as further modified by that Receipt for Future Advance and Mortgage Modification Agreement dated February 1, 2004 and recorded February 12, 2004 in Official Records Book 2505, Page 842; as further modified by that Receipt for Future Advance and Mortgage Modification Agreement dated March 5, 2004 and recorded March 16, 2004 in Official Records Book 2525, Page 1322; as further modified by that Receipt for Future Advance and Mortgage Modification Agreement dated May 24, 2004 and recorded June 1, 2004 in Official Records Book 2584, Page 1913, all in the Public Records of Lake County, Florida, and by various other Mortgage Spreader Agreements and Mortgage Modification Agreements recorded in the public records (said mortgages, as so spread, modified, consolidated and restated, being hereinafter collectively referred to as the "Mortgage"); and

WHEREAS, the Mortgage encumbers a portion of the Property described in the within and foregoing Utility Agreement executed by Mortgagor, Donald Stephens and the City of Mount Dora, to which this Subordination is attached and of which it forms a part; and

WHEREAS, the parties to the Utility Agreement have requested Mortgagee to join in and consent to the Utility Agreement for the purpose of subordinating the lien and encumbrance of the Mortgage to the Utility Agreement;

NOW THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee hereby consents to the Utility Agreement, subordinates the lien and encumbrance of the Mortgage to the Utility Agreement, and agrees that the Utility Agreement shall survive any foreclosure of the Mortgage.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, Mortgagee has caused these presents to be executed in manner and form sufficient to bind it as of the date of the Utility Agreement.

Signed, sealed and delivered in the presence of:

Catherine Campbell
Name: Catherine Campbell

Melinda Faldin
Name: Melinda Faldin

BANK OF AMERICA, N.A., a national banking association
By: Angela Mendel
Name: Angela Mendel
Title: Senior Vice President
Address: 250 Park Avenue South, Suite 400
Winter Park, Florida 32789
Attention: Home Builder Division

STATE OF FLORIDA
COUNTRY OF Orange

The foregoing instrument was acknowledged before me this 21st day of September, 2006 by Angela Mendel, as SVP of BANK OF AMERICA, N.A., a national banking association, on behalf of the Mortgagee. He/she is personally known to me or has produced __________________________ as identification and did not take an oath.

(Notary Seal)
Notary Public
Name Printed: Christine Clifford
Commission No.: __________________________
My Commission Expires: __________________________
BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That Park Square Enterprises, Inc., a Corporation, organized and existing under and by virtue of the laws of the State of Florida, having its principal place of business in the City of Orlando, and County of Orange in the State of Florida, party of the first part, for and in consideration of the sum of Ten Dollars ($10.00), and for other good and valuable considerations paid by the CITY OF MOUNT DORA, party of the second part, the sufficiency and receipt of which is hereby acknowledged by it, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the CITY OF MOUNT DORA, the roadways, storm drains, potable water mains, reclaimed water mains, sanitary sewer gravity mains, sanitary sewer lift station, and sanitary sewer force mains, and assigns all those certain goods and chattels, described as follows:

<table>
<thead>
<tr>
<th>Summerbrooke Phase 1</th>
<th>Lake</th>
<th>See Exhibit &quot;A&quot; attached hereto</th>
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</thead>
<tbody>
<tr>
<td>Project Name</td>
<td>County</td>
<td>System Connecting To and Location:</td>
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LIST OF MATERIALS (See Note 1)

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
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</thead>
<tbody>
<tr>
<td>1)</td>
<td>See Exhibit 'A'</td>
<td></td>
</tr>
<tr>
<td>2)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CITY OF MOUNT DORA shall have all rights and title to the goods in itself and its assigns forever.

And the party of the first part, for itself and its successors, hereby covenants to and with the CITY OF MOUNT DORA, that it is the lawful owner of the said goods and chattels; that they are free from all liens and encumbrances; that it has good right to sell the same as aforesaid, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed by its officer, hereunto duly authorized, this 5th day of November, 2007.

PARK SQUARE ENTERPRISES, INC.

By: SURESH GUPTA, President

Signed, sealed and delivered in the presence of:

Witnesses: 

Print Name: 

State of Florida )
County of Orange )

The foregoing instrument was acknowledged before me this 5th day of Nov., 2007, by SURESH GUPTA, as President of PARK SQUARE ENTERPRISES, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced (Type of identification), as identification.

MARGARET R. ACREE
Notary Public, State of Florida
Print: Margaret R. Acree
My Commission Expires: June 19, 2010
Project: Summerbrooke Phase 1

EXHIBIT "A"

The utility improvements listed in this Bill of Sale have been installed in utility easements, Tracts dedicated to the City of Mount Dora, and common areas to be owned by the Summerbrooke Master Homeowners Association, Inc. located within the subdivision known as Summerbrooke Phase 1, according to the Plat thereof as recorded in Plat Book 58, Pages 1 through 10, Public Records of Lake County, Florida (the "Property"), and utility easements and rights-of-way located outside the Property in order to facilitate the connections to the City of Mount Dora's potable water, reclaimed water and sanitary force main utility systems connecting at the intersection of U.S. Highway 441 and Natoma Boulevard and extending through and along the roadways with the Summerbrooke property to the intersection of State Road 46 and Sebastian Street. Roadways include Natoma Boulevard, Sebastian Street, Haring Lane, Chacall Loop and Pico Lane, including intersection connection at U.S. Highway 441 and Natoma Boulevard and the intersection connection at State Road 46 and Sebastian Street.
USE AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of November, 2007, by and between SUMMERBROOKE MASTER HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is 5200 Vineland Road, Suite 200, Orlando, Florida 32801 (hereinafter the “Association”) and CITY OF MOUNT DORA, a Florida municipal corporation, whose address is 510 North Baker Street, Mount Dora, Florida 32757 (hereinafter the “City”).

RECITALS

WHEREAS, a mixed residential project consisting of single-family and multi-family residences has been constructed on a parcel of real property more particularly described as follows (hereinafter “Summerbrooke”), to wit:

Lots 1 through 221, and Tracts A, B, C, D, E, F, G, and H, SUMMERBROOKE PHASE 1 according to the Plat thereof as recorded in Plat Book 58, Pages 1 through 10, Public Records of Lake County, Florida; and

WHEREAS, there may hereafter be incorporated into Summerbrooke other platted Lots and Tracts located in future phases thereof, as evidenced by the recording of one or more Plats for such future phases, accompanied by one or more Supplements to the Declaration of Covenants, Conditions and Restrictions of Summerbrooke recorded in Official Records Book 3344, Page 1327, as amended by Amendment to Declaration recorded in Official Records Book 3437, Page 1444, all in the Public Records of Lake County, Florida (Summerbrooke and all Lots and Tracts hereafter incorporated therein being hereinafter collectively referred to as the “Property”); and

WHEREAS, Association, whose members are or will be the owners of the Property, has been formed to assure the perpetual and continuous maintenance of certain common property and entrance way areas located on and adjacent to the Property; and

WHEREAS, PARK SQUARE ENTERPRISES, INC., as Developer of Summerbrooke, has installed and constructed certain improvements and the Association desires to repair and maintain those certain improvements consisting of concrete pavers, decorative walls, landscaping and irrigation and related improvements (hereinafter the “Improvements”) in
the road, median, parkway, and/or drainage areas located within the rights-of-way adjacent to the
Property and/or located within those areas which have been, or will be, dedicated to public use
(hereinafter collectively referred to as the "Dedicated Areas"), said Dedicated Areas being within
the boundaries or, or adjacent to, the Property; and

WHEREAS, City requires that Association undertake certain commitments and
covenants to assure the perpetual and continuous maintenance of any such Improvements.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions
set forth herein, the parties agree as follows:

1. RECITALS. The foregoing recitals are true and form a material part of this
Agreement.

2. IMPROVEMENTS. The Improvements shall be established and maintained in
such a manner as will not interfere with the use of the Dedicated Areas by the public nor create a
safety hazard on such Dedicated Areas. If the City determines that the Improvements do present
a safety hazard, then Association, at its sole expense, shall relocate the Improvements in such a
manner so as to eliminate the hazard, to the satisfaction of the City.

3. REMOVAL/RELOCATION. If, in the opinion of the City, the
Improvements interfere with any construction, reconstruction, alteration or improvements which
the City desires to perform on, around, or under the Dedicated Areas, the Association, upon
receipt of a written notice from the City, shall remove or relocate the Improvements as requested
by the City within thirty (30) days of receipt of said notice. Any such relocation or removal of
the Improvements shall be at the sole expense of the Association.

4. MAINTENANCE. The Association shall be responsible for the maintenance of
the Improvements located in the Dedicated Areas. In the event the Association fails to perform
any maintenance of the Improvements within thirty (30) days after its receipt of written notice
requesting same from the City, at its option, the City may perform such maintenance as
necessary and recover the costs of said maintenance from the Association. If the Association
fails to reimburse such costs to the City within thirty (30) days following the receipt by the
Association of written notice requesting same (accompanied by documentary evidence of the
cost thereof), then the City shall be entitled to file a Claim of Lien therefor in the Public Records
of Lake County, Florida, with lien rights thereunder commencing with the date of the filing of
the Claim of Lien and not with the Effective Date of this Agreement. Such Claim of Lien shall
secure the costs to be reimbursed to the City as well as reasonable attorneys fees and costs
incurred to collect same, and may be foreclosed according to law.

4. INDEMNIFICATION. To the fullest extent permitted by law, Association
shall indemnify and hold harmless the City from and against all claims, damages, losses and
expenses, including reasonable attorney’s fees and costs, arising out of, or resulting from, the
performance of their options under this Agreement. Association shall indemnify and hold
harmless the County (and any governmental body or utility authority properly using the
Dedicated Areas) from and against all expenses, costs or claims for any damages to the
Improvements which may result from the use of the right-of-way by the City or other
governmental body or authority due to maintenance, construction, installation, or other proper use within the Dedicated Areas.

5. **INSURANCE.** Throughout the duration of this Agreement, including the initial period and any extensions thereto, Association shall obtain and possess Commercial General Liability coverage for all operations under this Agreement, including but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall not be less than $1,000,000 Combined Single Limit (CSL) or its equivalent. Prior to commencing operation under this Agreement, Association shall provide Certificates of Insurance to the City to verify coverage. The name of the development, subdivision or project in which the Improvements are to be installed and the type and amount of coverage provided, shall be clearly stated on the face of the Certificates of Insurance. The insurance coverage shall name City of Mount Dora as an additional insured, and shall contain a provision which forbids any cancellation, changes or material alterations, or renewal of coverage with providing thirty (30) days prior written notice to the City.

6. **RECORDING.** It is intended that this Agreement shall be recorded in the Public Records of Lake County, Florida.

7. **COVENANTS RUNNING WITH THE LAND.** It is intended that the provisions of this Agreement shall constitute covenants running with the land or an equitable servitude upon the land, as the case may be, applicable to all of the Property described herein or any portion thereof. It is further intended that this Agreement shall be binding on all parties having any right, title or interest in the Property described herein or any portion thereof, their heirs, personal representatives, successors and assigns. Association declares that the Property described in this Agreement and any portion thereof, shall be held, sold and conveyed subject to the provisions of this Agreement. This Agreement shall inure to the benefit of and be enforceable by the City, its respective legal representatives, successors and assigns.

8. **DURATION.** The provisions, restrictions and covenants of this Agreement shall run with and bind the land for a period of twenty-five (25) years from the date this Agreement is recorded in the Public Records of Lake County, Florida. Thereafter, this Agreement shall be automatically extended for successive periods of ten (10) years each, unless a written instrument agreeing to revoke said provisions, restrictions is approved by a majority of the City Council Members of the City of Mount Dora and either (1) the Association, or (2) by the then owners of not less than three-fourths (3/4) of the lots on the Property described herein. No such agreement revoke shall be effective until said written instrument has been signed, acknowledged and recorded in the Public Records of Lake County, Florida.

9. **AMENDMENT.** The provisions, restrictions and covenants of this Agreement shall not be modified or amended except in a written instrument approved by a majority of the City Council Members and either (1) Association; or (2) by the owners of not less than three-fourths (3/4) of the lots on the Property described herein. No such modification or amendment shall be effective until said written instrument has been signed, acknowledged and recorded in the Public Records of Lake County, Florida.
10. **COMPLIANCE WITH APPLICABLE LAWS.** Association shall comply with all applicable state laws and county ordinances, as well as all applicable City ordinances.

11. **DISCLAIMER OF CITY RESPONSIBILITY.** Nothing contained herein shall create any obligation on the part of the City to maintain or participate in the maintenance of the Improvements.

12. **EFFECTIVE DATE.** This Agreement shall take effective upon being recorded in the Public Records of Lake County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to made and executed as of the date first above written.

WITNESSES:

**SUMMER BROOKE MASTER HOMEOWNERS ASSOCIATION, INC.,**
a Florida not-for-profit corporation

By: **CHARLES F. CAVARETTA, President**

Print: **Margaret R. Acree**

Theresa Quellet
Print: **Theresa Quellet**

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN TO AND SUBSCRIBED before me this 13 day of November, 2007, by
CHARLES F. CAVARETTA, as President of SUMMER BROOKE MASTER HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation on behalf of the corporation, who is personally known to me or produced as identification:

(NOTARY SEAL)

**MARGARET R. ACREE**
Notary Public; State of Florida
Print: **Margaret R. Acree**
My Commission Expires: **June 19, 2010**

003810610967610866325
STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 28 day of November, 2007, by MELISSA DEMARCO, as Mayor of the CITY OF MOUNT DORA, a Florida municipal corporation, on behalf of the corporation. She is personally known to me or has produced __________________________ as identification.

(GNOTARY SEAL)

Gwendolen Keough Johns
Notary Public: State of Florida
Print: Gwendolen Keough Johns
My Commission Expires: 5-31-2009
SUBORDINATION OF MORTGAGE TO USE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, BANK OF AMERICA, N.A., a national banking association, ("Mortgagee"), is the owner and holder of those certain Mortgages executed by PARK SQUARE ENTERPRISES, INC., a Florida corporation ("Mortgagor"), to and in favor of Mortgagee described in and consolidated and restated by that certain Receipt for Future Advance and Mortgage Modification, Spreader, Consolidation and Restatement Agreement dated August 6, 1998 and recorded August 11, 1998 in Official Records Book 1634, Page 1159; as modified by that certain Receipt for Future Advance and Mortgage Modification Agreement dated May 1, 2000 and recorded May 12, 2000 in Official Records Book 1821, Page 924; as further modified by that certain Receipt for Future Advance and Mortgage Modification Agreement dated October 1, 2001 and recorded December 27, 2001 in Official Records Book 2047, Page 176; as further modified by that Receipt for Future Advance and Mortgage Modification Agreement dated January 22, 2002 and recorded March 26, 2002 in Official Records Book 2089, Page 826; as further modified by that Receipt for Future Advance and Mortgage Modification agreement dated February 1, 2004 and recorded February 12, 2004 in Official Records Book 2505, Page 842; as further modified by that Receipt for Future Advance and Mortgage Modification Agreement dated March 5, 2004 and recorded March 16, 2004 in Official Records Book 2525, Page 1322; as further modified by that Receipt for Future Advance and Mortgage Modification Agreement dated May 24, 2004 and recorded June 1, 2004 in Official Records Book 2584, Page 1913, all in the Public Records of Lake County, Florida, and by various other Mortgage Spreader Agreements and Mortgage Modification Agreements recorded in the public records (said mortgages, as so spread, modified, consolidated and restated, being hereinafter collectively referred to as the "Mortgage"); and

WHEREAS, the Mortgage encumbers a portion of the Property described in the within and foregoing Use Agreement executed by Mortgagor, Donald Stephens and the City of Mount Dora, to which this Subordination is attached and of which it forms a part; and

WHEREAS, the parties to the Use Agreement have requested Mortgagee to join in and consent to the Use Agreement for the purpose of subordinating the lien and encumbrance of the Mortgage to the Use Agreement;

NOW THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee hereby consents to the Use Agreement, subordinates the lien and encumbrance of the Mortgage to the Use Agreement, and agrees that the Use Agreement shall survive any foreclosure of the Mortgage.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, Mortgagee has caused these presents to be executed in manner and form sufficient to bind it as of the date of the Use Agreement.

Signed, sealed and delivered in the presence of:

BANK OF AMERICA, N.A., a national banking association

By: [Signature]
Name: Philip Kubko
Title: VP

Address: 250 Park Avenue South, Suite 400
Winter Park, Florida 32789
Attention: Home Builder Division

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 20th day of November, 2007, by Philip Kubko, as VP of BANK OF AMERICA, N.A., a national banking association, on behalf of the Mortgagee. He/she is personally known to me or has produced as identification and did not take an oath.

(Notary Seal)

Notary Public; State of Florida
Print: Christine Clifford
My Commission Expires:

[Notary Seal]

[Notary Seal]

- 7 -
INSTRUMENT #: 2012097510 OR BK 4215 PG 48
PAGES: 4  9/18/2012 12:38:04 PM
NEIL KELLY, LAKE COUNTY CLERK OF THE CIRCUIT COURT
REC FEES: $35.50  DEED DOC: $0.70

This Instrument prepared by
and Solicitors:
O. Andrew Smith, III
Shepard, Smith & Cassady, P.A.
2300 Mallard Center Parkway, Suite 100
Maitland, Florida 32751

PARCEL NO.: 20 (Alt. Key 384158)
COUNTY: Lake

PERPETUAL UTILITY EASEMENT

THIS EASEMENT made this 25 day of July, 2012, by SUMMERBROOKE MASTER HOMEOWNERS' ASSOCIATION, INC. (hereinafter "Grantor"), whose mailing address is 510 North Baker Street, Mount Dora, FL 32757, its successors and assigns, (hereinafter "Grantee").

WITNESSETH: That the Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, its successors, assigns, licensees, a non-exclusive perpetual easement, as described and illustrated below, ("Easement"), which is on, over, under, upon, through and across the property situated in Lake County, Florida, more particularly described as:

See attached Legal Description and Sketch of Description attached as Exhibit "A" ("Easement Area")

for underground potable water, reclaimed water, and sanitary sewer line facilities, including but not limited to, the right to clear, excavate, construct, operate, inspect, maintain, repair, replace and/or remove said facilities, hereafter within said Easement Area, such Easement to include the right of ingress and egress over and across said Easement Area for the purposes of constructing, installing, and maintaining said facilities and other incidents which the Grantee may deem necessary or convenient in connection therewith.

The Grantor retains all other rights to the use of the area subject to the Easement granted hereby, which is not inconsistent with the use of the Easement Area by the Grantee for the purposes granted hereby. The Easement is subject to all matters of record, the retained rights of the Grantor and whatever other easements, rights, licensees, or grants that are contemporaneous herewith or subsequent hereto, may be granted, or otherwise created by the Grantor, provided that any subsequently created interest does not prevent Grantee from utilizing this Easement for its intended purpose, and Grantor consults in advance with Grantee before granting an easement to any other party over the easement herein.

Mortgagors, if any, holding prior liens on the property shall be required to release such liens, subordinate their positions or join in any conveyance, grant or dedication of the Easement or give to Grantee assurance, by way of a "subordination of mortgage agreement", that in the event of foreclosure, mortgagee would continue to recognize the ownership and easement rights of Grantee.

TO HAVE AND TO HOLD the same unto said Grantee and its successors and assigns forever and, except as provided herein, the Grantor will defend the title to said lands against all persons claiming by, through or under said Grantor.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

CITY OF MOUNT DORA PUBLIC WORKS & UTILITIES DEPT
ATTN: ROBERTA J STEGEMERTEN
1250 NORTH HIGHLAND STREET
MOUNT DORA FL 32757
PARCEL NO. 20
PAGE 2

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 25 day of July, 2012, by Suresh Gupta of Summerbrooke Master Homeowners' Association, Inc., (check one) who is/are personally known to me or who produced as identification and who did (did not) take an oath.

Notary Public

Print Name: Judith Stark
My Commission expires: 01-01-2017
EXHIBIT "A"

SKETCH OF DESCRIPTION
(NOT A FIELD SURVEY)

LEGAL DESCRIPTION:
Alternate Key Number 361056
A 20.00 feet wide easement for the construction, maintenance and
repair of utilities described as below:
That part of the following described property:
Tract "G", SUMMERBROOK PHASE I, according to the the plat there of
as described in Plat Book 58, Pages 1 through 10, Public Records of
Lake County, Florida.
lying within the following described parcel:
The North 20.00 feet of the South 88.00 feet of the East, 1288.00 feet
of the Southeast 1/4 of Section 28, Township 19 South, Range 27 East,
Lake County, Florida.

NOTES:
1. THE SURVEY (AND/OR) REPORT OR THE COPIES THEREOF ARE NOT
VALID UNLESS THEY BEAR THE SIGNATURE AND ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. CERTIFICATION IS LIMITED TO PARTIES NAMED THEREON.
3. THE LEGAL DESCRIPTION WAS PREPARED BY THIS SURVEYOR WITH
INSTRUCTION PROVIDED BY THE CLIENT.
4. THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF
THE FLORIDA MINIMUM TECHNICAL STANDARDS AS
CONTAINED IN CHAPTER 54-17.002 FAC.
5. LANDS SHOWN HEREIN ARE NOT ABSTRACTED FOR EASEMENTS,
RIGHTS OF WAY, INTEREST OR OTHER MATTERS OF RECORD BY
THIS FIRM.
6. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF
1/40 OR SMALLER.
7. HORIZONTAL DATUM SHOWN HEREIN IS IN U.S. FEET.
8. THIS SKETCH CONTAINS 2 SHEETS AND IS NOT CONSIDERED FULL
AND COMPLETE WITHOUT BOTH SHEETS.

CERTIFIED TO:

CITY OF MOUNT DORA

DATE:

FLORIDA REGISTRATION NO. 4319
SKETCH OF DESCRIPTION

(Not a Field Survey)

CONTAINING 667± SQ. FT

ALTERNATE KEY NUMBER
TRANSFORMER ELECTRIC INVESTMENTS ASSN INC
5255 WASHINGTON BLVD SUITE 200
CHICAGO, ILLINOIS 60625
CIRCA 1970

LEGEND

LP—LOCATED PROPERTY
PSW—PROFESSIONAL SURVEYOR AND MAPPER
EG—PROPERTY IDENTIFICATION
EGO—EDGE OF PROPERTY
EGD—OFFICIAL RECORD BOOK
PG—PAGE
PGL—PROPERTY LINE
PIL—POINT OF IMPEACHMENT
PO—PROPERTY ORIGIN
AC—ALSO CHOWNED AS
—EC—SURVEYED ELECTRIC
—SWM—SURVEYED SENSOR
—EDW—EDGE OF WATER

1 inch = 40 ft.

GRAPHIC SCALE

Sheet 2 of 2
subordination of city utility interests

This agreement, entered into this _____ day of __________, ______, by and between the state of Florida department of transportation, hereinafter called the F.D.O.T., and City of Mount Dora, a municipality of the State of Florida, hereinafter called City.

WITNESSETH:

WHEREAS, the City presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by City to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the City's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, City and F.D.O.T. agree as follows:

City hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

Parcel 116

That part of:

*A parcel of land lying within a portion of Section 28, Township 19 South, Range 27 East, Lake County, Florida, described as follows:

Begin at the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 28, run thence North 89°37'05" West along the South line of said Southwest 1/4 of the Northeast 1/4 of said Southeast 1/4 of said Section 28 for a distance of 400.00 feet; thence departing said South line run South 00°21'26" East for a distance of 1334.68 feet, more or less, to a point on the South line of the Southeast 1/4 of the Southeast 1/4 of Section 28, run thence East along said South line to the Southeast corner of said Section 28, run thence North along the East line of said Section 28 to the Southeast corner of the Northeast 1/4 of the Southeast 1/4, run thence West along the South line of the Northeast 1/4 of the Southeast 1/4 to the Point of Beginning.

LESS:

From the Northeast corner of the Southeast one-quarter (SE 1/4) of the Southeast one-quarter (SE 1/4) of Section 28, Township 19 South, Range 27 East, run South 495 feet for a Point of Beginning on the East line of said Section; thence run West
PARCEL NO. 116.2  
SECTION 11130  
F.P. NO. 238275-2  
PAGE 2

210 feet; thence South 210 feet; thence East 210 feet to a point on the East line of said Section; thence North along the East line of said Section for 210 feet to the Point of Beginning."

(Being the lands described in Official Records Book 3152, Page 1315 of the Public Records of Lake County, Florida.)

Described as follows:

COMMENCE at a 3 1/2" x 3" Concrete Monument with a drill hole in the center marking the Southwest Corner of the Southeast 1/4 of Section 28, Township 19 South, Range 27 East, Lake County, Florida, as shown on Florida Department of Transportation Right of Way Map, Section 11130, F.P. No. 238275-2; thence South 89°40’03” East along the South line of the Southeast 1/4 of said Section 28, a distance of 2539.02 feet to the Southeast corner of the Southeast 1/4 of said Section 28, said corner being located North 00°01’01” East along the East line of the Northeast 1/4 of Section 33, Township 19 South, Range 27 East, 3.12 feet from the Centerline of State Road 46 at Station 89+57.36 as shown on said Right of Way Map; thence North 00’24’36” West along the East line of the Southeast 1/4 of said Section 28, a distance of 26.96 feet to a point on the Existing Right of Way Line of State Road 46 as shown on said Right of Way Map and the POINT OF BEGINNING; thence departing said East line of the Southeast 1/4 of said Section 28, South 89°21’06” West along said Existing Right of Way Line, 411.39 feet to a point located North 00°22’21” East, 24.00 feet from a non-curve Point of Intersection on said Centerline at Station 85+45.64; thence North 89°27’11” West along said Existing Right of Way Line, 627.32 feet, thence, North 00°32’49” East along said Existing Right of Way Line, 11.49 feet, thence South 88°49’40” West along said Existing Right of Way Line, 22.25 feet to a point on the West line of lands described in Official Records Book 3152, Page 1315 of said Public Records; thence departing said Existing Right of Way Line, North 00°25’28” West along said West line, 99.76 feet; thence departing said West line, South 89°43’19” East, 111.95 feet; thence North 17°14’33” East, 85.24 feet; thence South 89°43’19” East, 62.73 feet; thence North 17°14’33” East, 241.53 feet; thence North 33°30’10” East, 209.11 feet; thence South 64°11’39” East, 308.08 feet; thence South 20°05’24” West, 121.02 feet; thence South 04°59’21” West, 226.02 feet to a point offset 153.00 feet left of said Centerline at Station 84+97.26; thence South 89°27’11” East along a line 153.00 north of and parallel to said Centerline, 47.92 feet to a point located North 00°22’21” East, 153.00 feet from said non-curve Point of Intersection on said Centerline at Station 85+45.64; thence South 89°48’08” East along a line 153.00 feet left of and parallel to said Centerline, 279.11 feet; thence departing said parallel line North 87°56’31” East, 130.58 feet to a point on said East line of the Southeast 1/4 of Section 28; thence South 00°24’36” East along said East, 128.07 feet to the POINT OF BEGINNING.

CONTAINING 6.743 acres, more or less.

This legal description prepared under the direction of:  
Joseph C. Di Benedetto, P.L.S.  
Florida Professional Land Surveyor No. 5181  
McKim & Creed, Inc.  
115 East Indiana Ave.  
DeLand, Florida, 32724

RECORDED

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<th>INSTRUMENT</th>
<th>DATE</th>
<th>FROM</th>
<th>TO</th>
<th>O.R. BOOK/PAGE</th>
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<td>Easement</td>
<td>09/06/12</td>
<td>Donald E. Stephens and Carol S. Stephens, as Trustees</td>
<td>City of Mount Dora, a Florida municipal corporation</td>
<td>4215 / 44</td>
</tr>
</tbody>
</table>
PARCEL NO. 116.2
SECTION 11130
F.P. NO. 238275-2
PAGE 3

PROVIDED that the City has the following rights:

1. The City shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the City or require the City to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.

4. The City agrees to repair any damage caused by the City to F.D.O.T. facilities and to indemnify to the extent permitted under Florida law the F.D.O.T. against any loss or damage resulting from the City exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered in the presence of witnesses:

__________________________
SIGNATURE LINE
PRINT/TYPE NAME:__________________________

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By:__________________________
Frank J. O'Dea, P.E.
District Director Of Transportation Development
for District Five
719 S. Woodland Blvd.
Deland, Florida 32720

Legal Review

By:__________________________
Office of the General Counsel

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ________ day of __________, ________, by Frank J. O'Dea, P.E., District Director of Transportation Development for District Five, who is personally known to me or who has produced ____________________ as identification.

__________________________
PRINT/TYPE NAME:__________________________
Notary Public In and for the
County and State last aforesaid.
My Commission Expires:__________________________
Serial No., if any:__________________________
IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

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

CITY OF MOUNT DORA, FLORIDA,
By Its Board of City Commissioners

By:___________________________
Its Chairperson
(or Vice-Chairperson)

ATTEST:______________________
Clerk (or Deputy Clerk)

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this ______ day of ______, ______ by ______________________, Chairperson (or Vice-Chairperson), who is personally known to me or who has produced ______________________ as identification.

PRINT/TYPE NAME:_____________________
Notary Public in and for the County and State last aforesaid.
My Commission Expires:_________________________
Serial No., if any:_________________________
RESOLUTION

ON MOTION of Commissioner ______________________, seconded by Commissioner ______________________, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 46, Section No. 11130, F.P. No. 238275-2, in Lake County, Florida; and

WHEREAS, it is necessary that certain easement rights now owned by the City of Mount Dora, Florida, be subordinate to the rights of the State of Florida Department of Transportation; and

WHEREAS, said subordination is in the best interest of the City; and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Mount Dora, Florida, that the application of the State of Florida Department of Transportation for a subordination of utility interest, or interests, is for transportation purposes which are in the public or community interest and for public welfare; that a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, in DeLand, Florida, should be drawn and executed by ______________________, on behalf of this Board of City Commissioners.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 719 South Woodland Blvd., DeLand, Florida, 32720-6834.

STATE OF FLORIDA

COUNTY OF LAKE

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of City Commissioners of ________, Florida, at a meeting held on the ______ day of

________________, 2016.

________________

Clerk, Board of City Commissioners
City of Mount Dora, Florida
This instrument prepared by
Andrew Smith, III
Shepard, Smith & Cassady, P.A.
2000 Maitland Center Parkway, Suite 100
Maitland, Florida 32751

PARCEL NO.: 18 (Alt Key 3832741)
COUNTY: Lake

PERPETUAL UTILITY EASEMENT

THIS EASEMENT made this 6th day of September, 2012, by Donald E. Stephens, as Trustee of the Donald E. Stephens Family Trust, whose mailing address is 1000 Lakeside Drive, Dania, FL 33312, and Carol S. Stephens, as Trustee of the Carol S. Stephens Family Trust, whose mailing address is 1000 Lakeside Drive, Dania, FL 33312, hereinafter collectively referred to as “Grantors”) to the City of Mount Dora, a political subdivision of the State of Florida, whose address is 510 North Baker Street, Mount Dora, FL 32757, its successors and assigns, (hereinafter “Grantee”).

WITNESSETH: That the Grantors, for and in consideration of the sum of One Dollar, and other valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, its successors, assigns, licensees, a non-exclusive perpetual easement, as described and illustrated below, (“Easement”), which is on, over, under, upon, through and across the property situated in Lake County, Florida, more particularly described as:

See attached Legal Description and Sketch of Description attached as Exhibit “A” (“Easement Area”)

for underground potable water, reclaimed water, and sanitary sewer line facilities, including but not limited to, the right to clear, excavate, construct, operate, inspect, maintain, repair, replace and/or remove said facilities, hereafter within said Easement Area, such Easement to include the right of ingress and egress over and across said Easement Area for the purposes of constructing, installing, and maintaining said facilities and other incidents which the Grantee may deem necessary or convenient in connection therewith.

The Grantors retain all other rights to the use of the area subject to the Easement granted hereby, which is not inconsistent with the use of the Easement Area by the Grantee for the purposes granted hereby. The Easement is subject to all matters of record, the retained rights of the Grantors and whatever other easements, rights, licenses, or grants that are contemporaneous herewith or subsequent hereto, may be granted, or otherwise created by the Grantors, provided that any subsequently created interest does not prevent Grantee from utilizing this Easement for its intended purpose, and Grantors consults in advance with Grantee before granting an easement to any other party over the easement herein.

Mortgagees, if any, holding prior liens on the property shall be required to release such liens, subordinate their positions or join in any conveyance, grant or dedication of the Easement or give to Grantee assurance, by way of a "non-disturbance agreement", that in the event of foreclosure, mortgagee would continue to recognize the ownership and easement rights of Grantee.

TO HAVE AND TO HOLD the same unto said Grantee and its successors and assigns forever and, except as provided herein, the Grantors will defend the title to said lands against all persons claiming by, through or under said Grantor.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.
PARCEL NO. 18
PAGE 2

WITNESSES:

DONALD E. STEPHENS, as Trustee for
DONALD E. STEPHENS FAMILY TRUST

(signature)
Donald E. Stephens

(merge)

Thomas P. Calle

(print name)

(merge)

Edwin R. Barfield

(print name)

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 6th day of September, 2012, by DONALD E. STEPHENS, as Trustee for the DONALD E. STEPHENS FAMILY TRUST (check one) o who is/are personally known to me or x who produced F.L. Driver's License, as identification and who did (did not) take an oath.

EDWIN R. BARFIELD
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION NO. EE 145521
MY COMMISSION EXPIRES NOV. 13, 2015

Notary Public

Print Name: Edwin R. Barfield
My Commission expires:

WITNESSES:

CAROL S. STEPHENS, as Trustee for
CAROL S. STEPHENS FAMILY TRUST

(merge)

(merge)

Edwin R. Barfield

(print name)

(print name)

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 6th day of September, 2012, by CAROL S. STEPHENS, as Trustee for CAROL S. STEPHENS FAMILY TRUST (check one) o who is/are personally known to me or x who produced F.L. Driver's License, as identification and who did (did not) take an oath.

EDWIN R. BARFIELD
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION NO. EE 145521
MY COMMISSION EXPIRES NOV. 13, 2015

Notary Public

Print Name: Edwin R. Barfield
My Commission expires:
SKETCH OF DESCRIPTION
(NOT A FIELD SURVEY)

LEGAL DESCRIPTION:

A parcel of land lying within a portion of Section 28, Township 19 South, Range 27 East, Lake County, Florida, described as follows:

Begin at the Southeast corner of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 26, run thence North 89° 17' 05" West along the South line of said Southeast 1/4 of the Northeast 1/4 of said Section 28 for a distance of 400.00 feet; thence deerting said South line run South 00° 21' 30" East for a distance of 133.48 feet, more or less, to a point on the South line of the Southeast 1/4 of the Southeast 1/4 of said Section 28, run thence East along said South line to the Southeast corner of said Section 28; run thence North along the East line of said Section 28 to the Southeast corner of the Northeast 1/4 of the Southeast 1/4, run thence West along the South line of the Northeast 1/4 of the Southeast 1/4 to the Point of Beginning.

Lying within the following described parcels:

The Northeast 25.00 feet of the South 68.00 feet of the Southeast 1/4 of Section 28, Township 19 South, Range 27 East, Lake County, Florida;

AND

That part of the West 25.00 feet of the East 991.98 feet of the South 43.00 feet of the Southeast 1/4 of Section 28, Township 19 South, Range 27 East, Lake County, Florida, lying Northly of the North line of the right of way of State Road 46.

NOTES:

1. THE SURVEY (400/00) REPORT ON THE COPIES THEREOF ARE NOT VALID UNLESS THEY BEAR THE SIGNATURE AND ORIGINAL RAPID SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

2. CERTIFICATION IS LIMITED TO PARTIES MAKES HEREON.

3. THE LEGAL DESCRIPTION WAS PREPARED BY THIS SURVEYOR WITH INSTRUCTION PROVIDED BY THE CLIENT.

4. THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA SURVEYING TECHNICAL STANDARDS AS CONTAINED IN COMMISSION 10-175-0.

5. LAYERS SHOWN HEREIN WERE NOT ADJUSTED FOR EASEMENTS, RIGHTS OF WAY, OWNERSHIP OR OTHER INTERESTS SHOWN HEREIN.

6. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1/100 OR SMALLER.

7. HORIZONTAL DISTANCE SHOWN HEREIN IS IN U.S. FEET.

8. THIS SKETCH CONTAINS 2 SHEETS AND IS NOT CONSIDERED FULL AND COMPLETE WITHOUT BOTH SHEETS.

CERTIFIED TO:

City of Mount Dora

[Seal]

BEAVER K. BEASLY, PROFESSIONAL SURVEYOR & MAPPERS
FLORIDA REGISTRATION 7291

[Signature]

[Date]

INSTRUMENT # 2012097509 OR BOOK 4215/PAGE 46 PAGE 3 of 4

City Council Agenda Packet - June 21, 2016 Page 137 of 259
From: Nester, Staci <Staci.Nester@dot.state.fl.us>
Sent: Monday, May 02, 2016 3:10 PM
To: Peters, John; Lahr, Paul
Cc: Hassan, Medhat
Subject: RE: 238275 2 and 238275 3 City of Mount Dora - Preliminary Engineering Costs
Attachments: Utility Estimate Summary 238275 3 36 01.doc; Utility Estimate Summary 238275 2 36 01.doc

John/Paul:

I just realized why you weren't answering my emails, because I was sending it to the wrong John Peters. Oops, sorry about that. Can you please fill out the attached estimate summaries and submit them back to me so we can get the funds loaded. Also, can you let me know when you anticipate having the City execute the subordination documents. Below is a list of the subordination documents we need from the City of Mount Dora.

<table>
<thead>
<tr>
<th>FPN No</th>
<th>Utility Mgr</th>
<th>Section No</th>
<th>SR</th>
<th>Company</th>
<th>Parcel No</th>
<th>Rev.</th>
<th>R/W Maps Sent</th>
<th>Date Sent</th>
<th>Date Due</th>
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<td>46</td>
<td>Wekiva Parkway</td>
<td>City of Mount Dora</td>
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<td>7/31/2015</td>
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<td>5/5/2015</td>
<td>7/31/2015</td>
</tr>
</tbody>
</table>
Sorry for the confusion. Please give me a call if you have any questions or need additional information. I will be out of the office from Wednesday May 4th - Tuesday May 10th.

Thanks
Staci

Staci L. Nester
D5 Senior Utility Project Manager
719 S. Woodland Boulevard MS 2-546
Deland, FL 32720
(386) 943-5250
Office Hours: Monday - Thursday 7:00 - 5:30; Off on Fridays

From: Nester, Staci
Sent: Wednesday, April 20, 2016 3:45 PM
To: 'John Peters (jpeterson@longwoodfl.org)'
Cc: Hassan, Medhat
Subject: RE: 238275 2 and 238275 3 City of Mount Dora - Preliminary Engineering Costs

John:

Good Afternoon. Can you please let me know the status? I still have not received your preliminary engineering costs. Also, when do you think the City will be executing the subordination documents?

Thanks
Staci

Staci L. Nester
D5 Senior Utility Project Manager
719 S. Woodland Boulevard MS 2-546
Deland, FL 32720
(386) 943-5250
Office Hours: Monday - Thursday 7:00 - 5:30; Off on Fridays

From: Nester, Staci
Sent: Tuesday, April 12, 2016 10:35 AM
To: 'John Peters (jpeterson@longwoodfl.org)'
Cc: Hassan, Medhat
Subject: FW: 238275 2 and 238275 3 City of Mount Dora - Preliminary Engineering Costs

John:

Can you please let me know the status? Also, what is the status of the subordinations being executed? Our right of way department is trying to close on these parcels and cannot do so without the outstanding subordination.
Thanks
Staci

Staci L. Nester
DS Senior Utility Project Manager
719 S. Woodland Boulevard MS 2-546
Deland, FL 32720
(386) 943-5250
Office Hours: Monday - Thursday 7:00 - 5:30; Off on Fridays

From: Nester, Staci
Sent: Wednesday, March 16, 2016 9:00 AM
To: Peters, John
Cc: Garner, Ty; Hassan, Medhat
Subject: 238275 2 and 238275 3 City of Mount Dora - Preliminary Engineering Costs

John:

As per our meeting this morning, attached are the Utility Estimate Summary forms for each project. Please fill out each of these with the respective dollar amounts for preliminary engineering costs for each project and submit it back to me. Once you have submitted these to me I can load the funds and get the agreements prepared to send to you for your Council approval.

Please give me a call if you have any questions or need additional information.

Thanks
Staci

Staci L. Nester
DS Senior Utility Project Manager
719 S. Woodland Boulevard MS 2-546
Deland, FL 32720
(386) 943-5250
Office Hours: Monday - Thursday 7:00 - 5:30; Off on Fridays
23-UTL04-10/11
April 27, 2015
This instrument prepared by
LORETTA A. WILLMITCH
Under the direction of
FREDRICK W. LOOSE, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 117.4
SECTION 11130
F.P. NO. 238275-2
STATE ROAD 46
COUNTY LAKE

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of __________, ______, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and City of Mount Dora, a municipality of the State of Florida, hereinafter called City.

WITNESSETH:

WHEREAS, the City presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by City to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the City's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, City and F.D.O.T. agree as follows:

City hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL 117
SECTION 11130
F.P. No. 238275-2

That part of:

"The Southwest 1/4 of the Southwest 1/4 of Section 27, Township 19 South, Range 27 East, Lake County, Florida, less road right-of-way of State Road No. 46, which property is also described as a portion of Section 27, Township 19 South, Range 27 East, more particularly described as follows: commence at the Southwest corner of said Section 27; thence North 00°23'59" West, a distance of 33.00 feet to the point of beginning; thence continue along the West line of the Southwest 1/4 of said Section 27, North 00°23'56" West, a distance of 1296.30 feet, to a point on the North line of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence North 89°54'34" East, along said line a distance of 1313.48 feet to the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence South 00°36'53" East, along said line a distance of 1296.28 feet to a point on the North right-of-way line of State Road No. 46 as shown on the Florida Department of Transportation maintenance map recorded in Map Book 7, Page 64 of the Public Records of Lake County, Florida; thence South 89°54'27" West, along said line a distance of 1318.15 feet to the point of beginning."

(Being the lands described in Official Records Book 3775, Page 1785 of the Public Records of Lake County, Florida.)
Described as follows:

COMMENCE at a 3 1/2" x 3" Concrete Monument with a drill hole in the center marking the Southwest Corner of the Southeast 1/4 of Section 28, Township 19 South, Range 27 East, Lake County, Florida, as shown on Florida Department of Transportation Right of Way Map, Section 11130, FP No 238275-2; thence South 86°40'03" East along the South line of the Southeast 1/4 of said Section 28, a distance of 2639.92 feet to the Southeast corner of the Southeast 1/4 of said Section 28, said corner being located North 00°01'01" East along the East line of the Northeast 1/4 of Section 33, Township 19 South, Range 27 East, 3.12 feet from the Centerline of Survey of State Road 46 at Station 89+57.36 as shown on said Right of Way Map; thence North 00°24'36" West along the East line of the Southeast 1/4 of said Section 28, a distance of 26.96 feet to a point on the Existing Right of Way Line of State Road 46 as shown on said Right of Way Map and the POINT OF BEGINNING; thence departing said Existing Right of Way Line, North 00°24'36" West along said East line, 128.07 feet; thence departing said East line North 87°56'31" East, 112.98 feet; thence North 33°16'03" East 168.56 feet; thence North 89°35'46" East, 278.87 feet; thence South 06°36'12" East, 195.38 feet; thence South 09°36'46" West, 72.85 feet to a point on a line 142.00 feet left of and parallel to said Centerline; thence South 89°48'08" East along said parallel line, 83.69 feet; thence departing said parallel line South 00°11'52" West, 10.00 feet to a point on a line 132.00 feet left of and parallel to said Centerline; thence South 89°48'08" East along said parallel line, 139.99 feet; thence departing said parallel line North 00°11'52" East, 10.00 feet to a point on a line 142.00 feet left of and parallel to said Centerline; thence South 89°48'08" East along said parallel line, 110.01 feet; thence departing said parallel line North 00°11'52" East, 5.00 feet to a point on a line 147.00 feet left of and parallel to said Centerline; thence South 89°48'08" East along said parallel line, 87.19 feet to a point located North 00°00'19" West, 147.00 feet from a non-curve point of intersection on said Centerline at Station 59+04.88; thence departing said parallel line, South 89°40'11" East, 212.81 feet; thence departing said parallel line North 66°36'04" East, 54.60 feet; thence South 77°22'47" East, 56.30 feet; thence South 59°50'50" East. 59.37 feet to a point on the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence South 00°36'38 East along said East line, 84.57 feet to a point on said Existing Right of Way Line; thence departing said East line and along said Existing Right of Way line the following four (4) courses, South 89°48'32 West, 255.18 feet; thence South 00°12'20" East, 7.50 feet; thence South 89°47'31" West, 114.93 feet; thence North 89°55'07" West, 947.70 feet to the POINT OF BEGINNING.

CONTAINING 5.500 acres, more or less.

This legal description prepared under the direction of:
Joseph C. Di Benedetto, P.L.S.
Florida Professional Land Surveyor No. 5181
McKim & Creed, Inc.
115 East Indiana Ave.
DeLand, Florida, 32724

RECORDED

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<th>FROM</th>
<th>TO</th>
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<td>09/06/12</td>
<td>Route 46 Properties LLC</td>
<td>City of Mount Dora, a Florida municipal corporation</td>
<td>4215 / 39</td>
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PROVIDED that the City has the following rights:

1. The City shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the
PARCEL NO. 117.4  
SECTION 11130  
F.P. NO. 238275-2  
PAGE 3

time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the City or require the City to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.

4. The City agrees to repair any damage caused by the City to F.D.O.T. facilities and to indemnify to the extent permitted under Florida law the F.D.O.T. against any loss or damage resulting from the City exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT  
OF TRANSPORTATION  

By: ____________________________  
Frank J. O'Dea, P.E.  
District Director Of  
Transportation Development  
for District Five  
719 S. Woodland Blvd.  
Deland, Florida 32720

Legal Review  

By: ____________________________  
Office of the General Counsel

STATE OF FLORIDA  
COUNTY OF VOLUSIA  

The foregoing instrument was acknowledged before me this ________ day of __________,  
by Frank J. O’Dea, P.E., District Director of Transportation Development for District Five, who is personally known to me or who has produced __________________________ as identification.

PRINT/TYPE NAME: ____________________________  
Notary Public in and for the  
County and State last aforesaid.  
My Commission Expires: ____________________________  
Serial No., if any: ____________________________
IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

CITY OF MOUNT DORA, FLORIDA,
By its Board of City Commissioners

By:_________________________
   Its Chairperson
   (or Vice-Chairperson)

ATTEST:_____________________
   Clerk (or Deputy Clerk)

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this ______ day of ____________, ______, by ________, Chairperson (or Vice-Chairperson), who is personally known to me or who has produced ______________________ as identification.

PRINT/TYP"E NAME:_____________________
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:__________________
Serial No., if any:_______________________
WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 46, Section No. 11130, F.P. No. 238275-2, in Lake County, Florida: and

WHEREAS, it is necessary that certain easement rights now owned by the City of Mount Dora, Florida, be subordinate to the rights of the State of Florida Department of Transportation: and

WHEREAS, said subordination is in the best interest of the City: and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Mount Dora, Florida, that the application of the State of Florida Department of Transportation for a subordination of utility interest, or interests, is for transportation purposes which are in the public or community interest and for public welfare; that a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, in Deland, Florida, should be drawn and executed by ________________________, on behalf of this Board of City Commissioners.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 719 South Woodland Blvd., DeLand, Florida, 32720-6834.

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of City Commissioners of ______, Florida, at a meeting held on the _____ day of ______.

Clerk, Board of City Commissioners
City of Mount Dora, Florida
This instrument prepared by
D. Andrew Smith, III
Shephard, Smith & Cassady, P.A.
2300 Mallard Center Parkway, Suite 100
Maitland, Florida 32751

PARCEL NO.: 17 (Alt. Key 3932741)
COUNTY: Lake

PERPETUAL UTILITY EASEMENT

THIS EASEMENT made this 6th day of September, 2012, by Route 46 Properties, LLC, whose mailing address is 2300 Mallard Center Parkway, Suite 100, Maitland, Florida 32751, to the City of Mount Dora, a political subdivision of the State of Florida, whose address is 510 North Baker Street, Mount Dora, FL 32757, its successors and assigns, (hereinafter “Grantee”).

WITNESSETH: That the Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, its successors, assigns, licensees, a non-exclusive perpetual easement, as described and illustrated below, (“Easement”), which is on, over, under, upon, through and across the property situated in Lake County, Florida, more particularly described as:

See attached Legal Description and Sketch of Description
attached as Exhibit “A” (“Easement Area”)

for underground potable water, reclaimed water, and sanitary sewer line facilities, including but not limited to, the right to clear, excavate, construct, operate, inspect, maintain, repair, replace and/or remove said facilities, hereinafter within said Easement Area, such Easement to include the right of ingress and egress over and across said Easement Area for the purposes of constructing, installing, and maintaining said facilities and other incidents which the Grantee may deem necessary or convenient in connection therewith.

The Grantor retains all other rights to the use of the area subject to the Easement granted hereby, which is not inconsistent with the use of the Easement Area by the Grantee for the purposes granted hereby. The Easement is subject to all matters of record, the retained rights of the Grantor and whatever other easements, rights, licenses, or grants that are contemporaneous herewith or subsequent hereto, may be granted, or otherwise created by the Grantor, provided that any subsequently created interest does not prevent Grantee from utilizing this Easement for its intended purpose, and Grantor consults in advance with Grantee before granting an easement to any other party over the easement herein.

Mortgagees, if any, holding prior liens on the property shall be required to release such liens, subordinate their positions or join in any conveyance, grant or dedication of the Easement or give to Grantee assurance, by way of a “non-disturbance agreement”, that in the event of foreclosure, mortgagee would continue to recognize the ownership and easement rights of Grantee.

TO HAVE AND TO HOLD the same unto said Grantee and its successors and assigns forever and, except as provided herein, the Grantor will defend the title to said lands against all persons claiming by, through or under said Grantor.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

CITY OF MOUNT DORA PUBLIC WORKS & UTILITIES DEPT

ATTN: ROBERTA J STEGEMERTEN
1250 NORTH HIGHLAND STREET
MOUNT DORA FL 32757
PARCEL NO. 17

WITNESSES:

Jae P. Celle
(signature)

Thomas P. Callan
(print name)

Edwin R. Barfield
(signature)

ROUTE 48 PROPERTIES, LLC

By: David A. Crowe x

Print name: David A. Crowe x

Its: President x

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 6th day of September, 2012, by David A. Crowe, as President of Route 48 Properties, LLC (check one) who is/are personally known to me or who produced (signature) as identification and who did (did not) take an oath.

EDWIN R. BARFIELD
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION NO. EE 145521
MY COMMISSION EXPIRES NOV. 13, 2015

Print Name: Edwin R. Barfield
My Commission expires:
EXHIBIT "A"

SKETCH OF DESCRIPTION
(NOT A FIELD SURVEY)

LEGAL DESCRIPTION:

Parcel No. 17
Page 3

CERTIFIED TO:

MARGERY E. WILDE, PROFESSIONAL ENGINEER & MAPPER

CERTIFICATE OF COMPLIANCE
IN BLOCK 30, LOT 19, CITY OF MOUNT DORA, FLORIDA

INSTRUMENT# 2012097508 OR BOOK 4215/PAGE 41 PAGE 3 of 5

City Council Agenda Packet - June 21, 2016 Page 151 of 259
This instrument prepared by
LORETTA A. WILLMITCH
Under the direction of
FREDRICK W. LOOSE, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 800.2
SECTION 11130
F.P. NO. 238275-2
STATE ROAD 46
COUNTY LAKE

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT, entered into this day of , 2015, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and City of Mount Dora, a municipality of the State of Florida, hereinafter called City.

WITNESSETH:

WHEREAS, the City presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by City to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the City's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, City and F.D.O.T. agree as follows:

City hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL 800

That part of:

"A parcel of land lying within a portion of Section 28, Township 19 South, Range 27 East, Lake County, Florida, described as follows:

Begin at the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 28, run thence North 89°37'05" West along the South line of said Southwest 1/4 of the Northeast 1/4 of said Southeast 1/4 of said Section 28 for a distance of 400.00 feet; thence departing said South line run South 00°21'26" East for a distance of 1334.68 feet, more or less, to a point on the South line of the Southeast 1/4 of the Northeast 1/4 of Section 28, run thence East along said South line to the Southeast corner of said Section 28, run thence North along the East line of said Section 28 to the Southeast corner of the Northeast 1/4 of the Southeast 1/4, run thence West along the South line of the Northeast 1/4 of the Southeast 1/4 to the Point of Beginning.

LESS:

From the Northeast corner of the Southeast one-quarter (SE 1/4) of the Southeast one-quarter (SE 1/4) of Section 28, Township 19 South, Range 27 East, run South 495 feet for a Point of Beginning on the East line of said Section; thence run West 210 feet; thence South 210 feet; thence East 210 feet to a point on the East line of
said Section; thence North along the East line of said Section for 210 feet to the Point of Beginning.*

(Being the lands described in Official Records Book 3152, Page 1315 of the Public Records of Lake County, Florida.)

Described as follows:

COMMENCE at a 3 1/2" x 3" Concrete Monument with a drill hole in the center marking the Southwest Corner of the Southeast 1/4 of Section 28, Township 19 South, Range 27 East, Lake County, Florida, as shown on Florida Department of Transportation Right of Way Map, Section 11130, FP No 238275-2; thence South 89°40'03" East along the South line of the Southeast 1/4 of said Section 28, a distance of 2639.92 feet to the Southeast corner of the Southeast 1/4 of said Section 28, said corner being located North 00°01'01" East along the East line of the Northeast 1/4 of Section 33, Township 19 South, Range 27 East, 3.12 feet from the Centerline of Survey of State Road 46 at Station 89+57.36 as shown on said Right of Way Map; thence North 00°24'36" West along the East line of the Southeast 1/4 of said Section 28, a distance of 26.96 feet to a point on the Existing Right of Way Line of State Road 46 as shown on said Right of Way Map; thence departing said East line of the Southeast 1/4 of said Section 28, South 89°21'06" West along said Existing Right of Way Line, 411.39 feet to a point located North 00°22'21" East, 24.00 feet from a non-curve Point of Intersection on said Centerline at Station 85+45.64; thence North 89°27'11" West along said Existing Right of Way Line, 627.32 feet, thence, North 00°32'49" East along said Existing Right of Way Line, 11.49 feet, thence South 88°49'40" West along said Existing Right of Way Line, 22.25 feet to a point on the West line of lands described in Official Records Book 3152, Page 1315 of said Public Records; thence departing said Existing Right of Way Line, North 00°25'28" West along said West line, 99.76 feet to the POINT OF BEGINNING; thence continue North 00°25'28" West along said West line, 843.87 feet; thence departing said West line South 89°59'32" East, 292.21 feet; thence South 30°00'32" East, 142.74 feet; thence South 39°55'48" West, 284.19 feet; thence South 48°27'47" East, 127.26 feet; thence South 33°30'10" West, 96.76 feet; thence South 17°14'33" West, 353.65 feet; thence North 89°43'19" West, 111.95 feet to the POINT OF BEGINNING.

CONTAINING 4.461 acres, more or less.

This legal description prepared under the direction of:
Joseph C. Di Benedetto, P.L.S.
Florida Professional Land Surveyor No. 5181
McKim & Creed, Inc.
115 East Indiana Ave.
DeLand, Florida, 32724

RECORDED

<table>
<thead>
<tr>
<th>INSTRUMENT</th>
<th>DATE</th>
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<th>O.R. BOOK/PAGE</th>
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</thead>
<tbody>
<tr>
<td>Easement</td>
<td>09/06/12</td>
<td>Donald E. Stephens and Carol S. Stephens, as Trustees</td>
<td>City of Mount Dora, a Florida municipal corporation</td>
<td>4215 / 44</td>
</tr>
</tbody>
</table>

PROVIDED that the City has the following rights:

1. The City shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the
F.D.O.T. fail to approve any new construction or relocation of facilities by the City or require the City to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.

4. The City agrees to repair any damage caused by the City to F.D.O.T. facilities and to indemnify to the extent permitted under Florida law the F.D.O.T. against any loss or damage resulting from the City exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: ____________________________
Frank J. O'Dea, P.E.
District Director of Transportation Development for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

Legal Review

By: ____________________________
Office of the General Counsel

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this __ day of ____________, __________, by Frank J. O'Dea, P.E., District Director of Transportation Development for District Five, who is personally known to me or who has produced ______________________ as identification.

PRINT/TYPEx NAME: ____________________________
Notary Public in and for the County and State last aforesaid.
My Commission Expires: ________________________
Serial No., if any: ____________________________
IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

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

CITY OF MOUNT DORA, FLORIDA,
By its Board of City Commissioners

By: ____________________________
   Its Chairperson
   (or Vice-Chairperson)

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this ______ day of ____________, ______, by ____________________________, Chairperson (or Vice-Chairperson), who is personally known to me or who has produced ____________________________, as identification.

PRINT/TYPE NAME: ____________________________
Notary Public in and for the County and State last aforesaid.
My Commission Expires: ____________________________
Serial No., if any: ____________________________
RESOLUTION

ON MOTION of Commissioner ____________________________, seconded by Commissioner ____________________________, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 46, Section No. 11130, F.P. No. 238275-2, in Lake County, Florida; and

WHEREAS, it is necessary that certain easement rights now owned by the City of Mount Dora, Florida, be subordinate to the rights of the State of Florida Department of Transportation; and

WHEREAS, said subordination is in the best interest of the City; and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Mount Dora, Florida, that the application of the State of Florida Department of Transportation for a subordination of utility interest, or interests, is for transportation purposes which are in the public or community interest and for public welfare; that a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, in Deland, Florida, should be drawn and executed by ____________________________, on behalf of this Board of City Commissioners.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 719 South Woodland Blvd., DeLand, Florida, 32720-6834.

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of City Commissioners of ________, Florida, at a meeting held on the _____ day of __________________, 2016.

__________________________
Clerk, Board of City Commissioners
City of Mount Dora, Florida
INSTRUMENT#: 2012097509 OR BK 4215 PG 44 PAGES: 4 9/18/2012 12:38:04 PM
NEIL KELLY, LAKE COUNTY CLERK OF THE CIRCUIT COURT
REC FEES: $35.50 DEED DOC:$0.70

This instrument prepared by
and (attorney)
D. Andrew Smith, III
Shepard, Smith & Cassady, P.A.
2300 Mailand Center Parkway, Suite 100
Mailand, Florida 32751

PARCEL NO.: 18 (Alt. Key 3832741)
COUNTY: Lake

PERPETUAL UTILITY EASEMENT

THIS EASEMENT made this 6th day of September, 2012, by Donald E.
Stephens, as Trustee of the Donald E. Stephens Family Trust, whose mailing address is
P.O. Box 724, Mt. Dora, FL 32757, and Carol S. Stephens, as Trustee of the Carol S.
Stephens Family Trust, whose mailing address is P.O. Box 724, Mt. Dora, FL 32757 (hereinafter
collectively referred to as "Grantors") to the City of Mount Dora, a political subdivision of the State
of Florida, whose address is 510 North Baker Street, Mount Dora, FL 32757, its successors and
assigns, (hereinafter "Grantee").

WITNESSETH: That the Grantors, for and in consideration of the sum of One Dollar, and
other valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby
acknowledged, hereby grants unto the Grantee, its successors, assigns, licensees, a non-
exclusive perpetual easement, as described and illustrated below, ("Easement"), which is on, over,
under, upon, through and across the property situated in Lake County, Florida, more particularly
described as:

See attached Legal Description and Sketch of Description
attached as Exhibit "A" ("Easement Area")

for underground potable water, reclaimed water, and sanitary sewer line facilities, including but not
limited to, the right to clear, excavate, construct, operate, inspect, maintain, repair, replace and/or
remove said facilities, hereafter within said Easement Area, such Easement to include the right of
ingress and egress over and across said Easement Area for the purposes of constructing,
installing, and maintaining said facilities and other incidents which the Grantee may deem
necessary or convenient in connection therewith.

The Grantors retain all other rights to the use of the area subject to the Easement granted
hereby, which is not inconsistent with the use of the Easement Area by the Grantee for the
purposes granted hereby. The Easement is subject to all matters of record, the retained rights of
the Grantors and whatever other easements, rights, licenses, or grants that are contemporaneous
herewith or subsequent hereto, may be granted, or otherwise created by the Grantors, provided
that any subsequently created interest does not prevent Grantee from utilizing this Easement for
its intended purpose, and Grantors consults in advance with Grantee before granting an
easement to any other party over the easement herein.

Mortgagees, if any, holding prior liens on the property shall be required to release such
liens, subordinate their positions or join in any conveyance, grant or dedication of the Easement or
give to Grantee assurance, by way of a "non-disturbance agreement", that in the event of
foreclosure, mortgagee would continue to recognize the ownership and easement rights of
Grantee.

TO HAVE AND TO HOLD the same unto said Grantee and its successors and assigns
forever and, except as provided herein, the Grantors will defend the title to said lands against all
persons claiming by, through or under said Grantor.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the
day and year first above written.

CITY OF MOUNT DORA PUBLIC WORKS &
UTILITIES DEPT
ATTN: ROBERTA J STEGEMERTEN
1250 NORTH HIGHLAND STREET
MOUNT DORA FL 32757
INSTRUMENT# 2012097509  OR BOOK 4215/PAGE 45  PAGE 2 of 4

PARCEL NO. 18
PAGE 2

WITNESSES:

DONALD E. STEPHENS, as Trustee for DONALD E. STEPHENS FAMILY TRUST

Thomas F. Callan

(print name)

Edwin R. Barfield

(print name)

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 6th day of September, 2012, by DONALD E. STEPHENS, as Trustee for the DONALD E. STEPHENS FAMILY TRUST (check one) a who is/are personally known to me or b who produced FL driver's license, as identification and who did (did not) take an oath.

EDWIN R. BARFIELD
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION NO. EE 145521
MY COMMISSION EXPIRES NOV. 13, 2015

Print Name: Edwin R. Barfield
My Commission expires:

WITNESSES:

CAROL S. STEPHENS, as Trustee for CAROL S. STEPHENS FAMILY TRUST

(print name)

Edwin R. Barfield

(print name)

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 6th day of September, 2012, by CAROL S. STEPHENS, as Trustee for CAROL S. STEPHENS FAMILY TRUST (check one) a who is/are personally known to me or b who produced FL driver's license, as identification and who did (did not) take an oath.

EDWIN R. BARFIELD
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION NO. EE 145521
MY COMMISSION EXPIRES NOV. 13, 2015

Print Name: Edwin R. Barfield
My Commission expires:
EXHIBIT "A"

SKETCH OF DESCRIPTION
(NOT A FIELD SURVEY)

LEGAL DESCRIPTION:

A tract or land, as described in the plat, and the legal description as follows:

That part of the following described land:

A parcel of land lying within a portion of Section 28, Township 19 South, Range 27 East, Lake County, Florida, described as follows:

Begins at the Southeast corner of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 28, run thence North 46° 24' 32" East along the South line of said Southeast 1/4 of the Northeast 1/4 of said Southeast 1/4 of said Section 28 for a distance of 450.00 feet; then run west along South line of said South 1/4 for a distance of 1333.68 feet, more or less, to a point on the South line of the Southeast 1/4 of the Southeast 1/4 of Section 28, run thence North along the East line of said Section 28 to the Southeast corner of said Section 28, run thence South along the West line of said Section 28 to the Southeast corner of the Northeast 1/4 of the Southeast 1/4, run thence West along the South line at the Northeast 1/4 of the Southeast 1/4 to the Point of Beginning.

Lying within the following described parcels:

The North 25.00 feet of the South 50.00 feet of the Southeast 1/4 of Section 28, Township 19 South, Range 27 East, Lake County, Florida;

AND

That part of the West 25.00 feet of the East 90.00 feet of the South 45.00 feet of Southeast 1/4 of Section 28, Township 19 South, Range 27 East, Lake County, Florida, lying northerly of the North line of the right of way of State Road 46.

NOTES:

1. THE SURVEY (2012-097509) REPORT ON THE COPY THEREOF IS NOT VALID UNLESS IT BEAR THE SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

2. CERTIFICATION IS LIMITED TO PREPARE SURVEY.

3. THE SURVEY WAS PREPARED BY THIS SURVEYOR WITH INSTRUCTION PROVIDED BY THE GNSS.

4. THIS SURVEY HONORS ALL APPLICABLE GOVERNMENTS OF THE FLORIDA MINIMUM TECHNICAL STANDARDS AS CURVED IN CHARTER IN 1:100 SCALE.

5. CLOSING SURVEY IS NOT APPROPRIATE FOR LANDS PHYSICAL OF YEARS OF USE, Ownership OR OCCUPANCY OF RECORD BY THE PARTY.

6. THE MAP IS INTENDED TO BE DISPLAYED AS A SCALE OF 1/2" OR SMALLER.

7. LAND DESCRIPTIONS COVERED BY THIS MAP ARE NOT TO SCALE.

8. CLOSING SURVEY IS NOT APPROPRIATE FOR LANDS PHYSICAL OF YEARS OF USE, Ownership OR OCCUPANCY OF RECORD BY THE PARTY.

9. THE MAP IS INTENDED TO BE DISPLAYED AS A SCALE OF 1/2" OR SMALLER.

10. THE MAP IS INTENDED TO BE DISPLAYED AS A SCALE OF 1/2" OR SMALLER.

CERTIFIED TO:

SECRETARY OF CITY OF SOUTH DAKOTA
SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT, entered into this ______ day of __________, ______, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and CITY OF MOUNT DORA, a political subdivision of the State of Florida, hereinafter called City.

WITNESSETH:

WHEREAS, the City presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by City to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the City's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, City and F.D.O.T. agree as follows:

City hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL 104

All of:


(Also being the lands described in Official Records Book 4382, Page 241, of the Public Records of Lake County, Florida.)

RECORDED

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<th>INSTRUMENT</th>
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<th>O.R. BOOK/PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Easement</td>
<td>10/07/13</td>
<td>James Robert Loomis</td>
<td>City of Mount Dora, a political subdivision of the State of Florida</td>
<td>4389/1197</td>
</tr>
</tbody>
</table>
Provided that the City has the following rights:

1. The City shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the City or require the City to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.

4. The City agrees to repair any damage caused by the City to F.D.O.T facilities and to indemnify to the extent permitted under Florida law the F.D.O.T. against any loss or damage resulting from the City exercising its rights outlined in Paragraphs 1 and 3 above.

In witness whereof, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: ________________

Frank J. O'Dea, P.E.
District Director Of Transportation Development for District Five
719 S. Woodland Blvd.
Deland, Florida 32720

Legal Review

By: _______________________

Office of the General Counsel

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ______ day of ______, 20____, by Frank J. O'Dea, P.E., District Director of Transportation Development for District Five, who is personally known to me or who has produced __________________________ as identification.

PRINT/TYPPE NAME: _______________________
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _______________________
Serial No., if any: _______________________

Page 169 of 259
IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

CITY OF MOUNT DORA, FLORIDA,
By Its Board of City Commissioners

By: __________________________
   Its Chairperson
   (or Vice-Chairperson)

SIGNATURE LINE
PRINT/TYPING NAME: __________________________

SIGNATURE LINE
PRINT/TYPING NAME: __________________________

ATTEST: __________________________
          Clerk (or Deputy Clerk)

STATE OF FLORIDA
COUNTY OF __________________________

The foregoing instrument was acknowledged before me this ______ day of ________, ______, by
________________________, Chairperson (or Vice-Chairperson), who is personally known to me or who has
produced __________________________ as identification.

PRINT/TYPING NAME: __________________________
Notary Public in and for the County and State last aforesaid.
My Commission Expires: __________________________
Serial No., if any: __________________________
ON MOTION of Commissioner _____________________________, seconded by Commissioner _____________________________, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 46, Section No. 11130, F.P. No. 238275 3, in Lake County, Florida: and

WHEREAS, it is necessary that certain easement rights now owned by the City of Mount Dora, Florida, be subordinate to the rights of the State of Florida Department of Transportation: and

WHEREAS, said subordination is in the best interest of the City: and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Mount Dora, Florida, that the application of the State of Florida Department of Transportation for a subordination of utility interest, or interests, is for transportation purposes which are in the public or community interest and for public welfare; that a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, in Deland, Florida, should be drawn and executed by _____________________________, on behalf of this Board of City Commissioners.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 719 South Woodland Blvd., DeLand, Florida, 32720-6834.

STATE OF FLORIDA

COUNTY OF ________

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of City Commissioners of ________, Florida, at a meeting held on the ____ day of __________, ______.

Clerk, Board of City Commissioners
City of Mount Dora, Florida
This instrument prepared by
and return to:
D. Andrew Smith, III
Shepard, Smith & Cassady, P.A.:
2200 Mallard Center Parkway, Suite 100
Maitland, Florida 32751

PARCEL NO.: 15 (Alt. Key 1708940)
COUNTY: Lake

PERPETUAL UTILITY EASEMENT

THIS EASEMENT made this 7th day of October, 2013, James Robert Loomis, (the
"Grantor"), whose mailing address is 420 West Main Street, Apopka, FL 32712, to the City of
Mount Dora, a political subdivision of the State of Florida, whose address is 510 North Baker
Street, Mount Dora, FL 32757, its successors and assigns, (hereinafter "Grantee").

WITNESSETH: That the Grantor, for and in consideration of the sum of One Dollar, and
other valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby
acknowledged, hereby grant unto the Grantee, its successors, assigns, licensees, a non-
exclusive perpetual easement, as described and illustrated below, ("Easement"), which is on, over,
under, upon, through and across the property situated in Lake County, Florida, more particularly
described as:

See attached Legal Description and Sketch of Description
attached as Exhibit "A" ("Easement Area")

for underground potable water, reclaimed water, and sanitary sewer line facilities, including but not
limited to, the right to clear, excavate, construct, operate, inspect, maintain, repair, replace and/or
remove said facilities, hereafter within said Easement Area, such Easement to include the right of
ingress and egress over and across said Easement Area for the purposes of constructing,
installing, and maintaining said facilities and other incidents which the Grantee may deem
necessary or convenient in connection therewith.

The Grantor retains all other rights to the use of the area subject to the Easement granted
hereby, which is not inconsistent with the use of the Easement Area by the Grantee for the
purposes granted hereby. The Easement is subject to all matters of record, the retained rights of
the Grantor and whatever other easements, rights, licenses, or grants that are contemporaneous
herewith or subsequent hereto, may be granted, or otherwise created by the Grantor, provided
that any subsequently created interest does not prevent Grantee from utilizing this Easement for
its intended purpose, and Grantor consults in advance with Grantee before granting an easement
to any other party over the easement herein.

TO HAVE AND TO HOLD the same unto said Grantee and its successors and assigns
forever and, except as provided herein, the Grantor will defend the title to said lands against all
persons claiming by, through or under said Grantor.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day
and year first above written.

WITNESSES:

Edwin R. Barfield

James Robert Loomis

CITY OF MOUNT DORA
ATTN ROBERTA STEGEMERTEN
1250 N HIGHLAND ST
MOUNT DORA FL 32757
PARCEL NO. 15
PAGE 2

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 7th day of October, 2013,
by James Robert Loomis, (check one) a who is/are personally known to me or a who
produced [ ] ID [ ] [ ] [ ] as identification and who did (did not) take an oath.

[Signature]

Notary Public

EDWIN R. BARFIELD
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION NO. EE 145521
MY COMMISSION EXPIRES NOV. 13, 2015

Print Name: Edwin R. Barfield
My Commission expires: 11/13/15
SKETCH OF DESCRIPTION
(NOT A FIELD SURVEY)

LEGAL DESCRIPTION:

Alternate Key Number 1708940

A 25.00 feet wide easement for the construction, maintenance and repair of utilities described as follows:

That part of the following described land:

The East 100 feet of the South 330 feet of the West 1/2 of the Southwest 1/4 of the Southeast 1/4; and

The West 210 feet of the South 330 feet of the East 1/2 of the Southwest 1/4 of the Southeast 1/4.

All of the above lying and being in Section 27, Township 19 South, Range 27 East, in Lake County, Florida, less and except road right-of-way.

Lying within the following described parcels:

The North 25.00 feet of the South 60.00 feet of the Southeast 1/4 of Section 27, Township 19 South, Range 27 East, Lake County, Florida;

AND

That part of the East 25.00 feet of the West 723.29 feet of the South 43.00 feet of Southeast 1/4 of Section 27, Township 19 South, Range 27 East, Lake County, Florida, lying Northerly of the North line of the right of way of State Road 46.

NOTES:

1. THE SURVEY (AND/OR) REPORT OR THE COPIES THEREOF ARE NOT VALID UNLESS THEY BEAR THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

2. CERTIFICATION IS LIMITED TO PARTIES NAMED HEREON.

3. THE LEGAL DESCRIPTION WAS PREPARED BY THIS SURVEYOR WITH INSTRUCTION PROVIDED BY THE CLIENT.

4. THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER SJ-17.052 FAC.

5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, OWNERSHIP OR OTHER MATTERS OF RECORD BY THIS FIRM.

6. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1/60 OR SMALLER.

7. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

8. THIS SKETCH CONTAINS 2 SHEETS AND IS NOT CONSIDERED FULL AND COMPLETE WITHOUT BOTH SHEETS.

CERTIFIED TO:

CITY OF MOUNT DORA

DATE:
SKETCH OF DESCRIPTION
(NOT A FIELD SURVEY)

CONTAINING 7990± SQ. FT

ALTERNATE KEY #1708940
BROWN DAVID L & ELIZABETH GAIL
RD BX 356
MOUNT DORA, FL 32755-0256
ORB 2085, PG 2246

100' S 25° OF E, 68'
210'

CONTAINING 1230 SQ. FT. 10'x123'±

LEGEND

LB LICENSED BUSINESS

PSM PROFESSIONAL SURVEYOR AND MAPPER

PROPERTY LINE

UTILITY EASEMENT

EDGE OF PAVEMENT

OFFICIAL RECORD BOOK

PAGE

POINT OF CURVATURE

POINT OF TANGENCY

BACK OF CURB

AKA ALSO KNOWN AS

BE BURIED ELECTRIC

SAN SANITARY SEWER

EOW EDGE OF WATER

1 inch = 60 ft

GRAPHIC SCALE

Revised to show area between Easement & R/W. 8/10/11

SHEET 2 OF 2

CITY OF MOUNT DORA
CITY OF MOUNT DORA

SKETCH OF DESCRIPTION
IN SECTION 21, TOWNSHIP 23 NORTH RANGE 27 EAST
LAKE COUNTY, FLORIDA.

LEGEND

PROPERTY LINE

UTILITY EASEMENT

EDGE OF PAVEMENT

OFFICIAL RECORD BOOK

PAGE

POINT OF CURVATURE

POINT OF TANGENCY

BACK OF CURB

AKA ALSO KNOWN AS

BE BURIED ELECTRIC

SAN SANITARY SEWER

EOW EDGE OF WATER

Revised to show area between Easement & R/W. 8/10/11

SHEET 2 OF 2

CITY OF MOUNT DORA
CITY OF MOUNT DORA

SKETCH OF DESCRIPTION
IN SECTION 21, TOWNSHIP 23 NORTH RANGE 27 EAST
LAKE COUNTY, FLORIDA.
March 6, 2015
This instrument prepared by
MARIKA TREMBLAY
Under the direction of
FREDRICK W. LOOSE, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 101.3
SECTION 11130
F.P. NO. 238275 3
STATE ROAD 46
COUNTY LAKE

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT, entered into this ___ day of __________, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and CITY OF MOUNT DORA, a political subdivision of the State of Florida, hereinafter called City.

WITNESSETH:

WHEREAS, the City presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by City to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the City's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, City and F.D.O.T. agree as follows:

City hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL 101 A

That part of:

"The South ½ of the North ½ of the South ½ of the Northeast ¼ of the Southwest ¼, less the West 65 feet thereof, in Section 27, Township 19 South, Range 27 East, Lake County, Florida. Also, an undivided interest in: Begin at the Northeast corner of the Northwest ¼ of the Southwest ¼ of Section 27, Township 19 South, Range 27 East, run North 89°38' West 164.1 feet, thence South 50 feet, thence South 89°38' East 164.23 feet, thence North 50 feet to the Point of Beginning. Also an undivided interest in the East 50 feet of the West 65 feet of the Northeast ¼ of the Southwest ¼ and the West 15 feet of the North 50 feet of the Northeast ¼ of the Southwest ¼ of Section 27, Township 19 South, Range 27 East.

AND

The West ¼ of the Southeast ¼ of the Southwest ¼ of Section 27, Township 19 South, Range 27 East, Lake County, Florida, less the North 50 feet of the West 150 feet of the above described property and the East 50 feet of the West 53 feet of the above described property. Less right-of-way for State Road No. 46.

AND

The South ¼ of the Northeast ¼ of the Southwest ¼ in Section 27, Township 19 South, Range 27 East, Lake County, Florida, less the West 65 feet thereof. And the North 50 feet of the West 150 feet of the Southeast ¼ of the Southwest ¼ in Section 27, Township 19 South, Range 27 East, Lake County, Florida. Also, an undivided interest in the East 50 feet of the West 65 feet of the Northeast ¼ of the
PARCEL NO. 101.3
SECTION 11130
F.P. NO. 238275 3
PAGE 2

Southwest 1/4 in Section 27, Township 19 South, Range 27 East and an undivided interest in: Begin at the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 27, Township 19 South, Range 27 East, run West 164.1 feet, South 50 feet, East 179.23 feet, North to point East of Point of Beginning, West to Point of Beginning."

(Being the lands described in Official Records Book 3193, Page 2487, of the Public Records of Lake County, Florida.)

Being described as follows:

COMMENCE at a found nail and disk with no identification marking the Northeast corner of Section 27, Township 19 South, Range 27 East, Lake County, Florida, as shown on the Florida Department of Transportation Right of Way Maps for State Road 46, Section 11130, Financial Project Number 238275-3; thence South 01°57'55" East along the East line of said Section 27, a distance of 2622.62 feet to a rail road spike at the East 1/4 Corner of said Section 27 and the West 1/4 Corner of Section 28, Township 19 South, Range 27 East; thence South 00°23'00" East along said East line 2646.05 feet to a nail and disk stamped "FDOT LB 7917" at Point of intersection Station 142+69.46 on the centerline of said State Road 46, said point also being the Southeast Corner of said Section 27; thence departing said East line, South 89°36'18" West along said centerline and the Southerly line of the Southeast 1/4 of said Section 27, a distance of 2676.19 feet, to a nail and disk stamped "FDOT LB 7917" at the South 1/4 Corner of said Section 27 and Point of Intersection Station 115+93.27; thence departing the South line of said Section 27, South 89°36'40" West along said centerline, 1315.96 feet to Point of Intersection at Station 102+77.31; thence South 89°47'31" West along said centerline, 201.0 feet to Station 102+75.30, being on the East line of the Southwest 1/4 of Section 27 1/4 of said Section 27; thence departing said centerline, North 00°36'38" West along said East line, 39.42 feet to the Existing Right of Way line of State Road 46, as shown on said Right of Way Map and the POINT OF BEGINNING; thence continue along said East line of the Southwest 1/4 of the Southwest 1/4, North 00° 36' 38" West, 84.67 feet to a point on a line 124.00 feet North of and parallel to said centerline; thence departing said East line of the Southwest 1/4 of the Southwest 1/4, North 89° 36' 40" East along said parallel line, 3.00 feet; thence departing said parallel line, South 00°36'38" East, parallel with said East line of the Southwest 1/4 of the Southwest 1/4, a distance of 84.58 feet to said Existing Right of Way; thence departing said parallel line, South 89° 48' 32" West along said Existing Right of Way, 3.00 feet to the POINT OF BEGINNING.

CONTAINING 254 square feet, more or less.

PARCEL 101 B

That part of:

"The South 1/4 of the North 1/4 of the Northeast 1/4 of the Southwest 1/4, less the West 65 feet thereof, in Section 27, Township 19 South, Range 27 East, Lake County, Florida. Also, an undivided interest in: Begin at the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 27, Township 19 South, Range 27 East, run North 89°38' West 164.1 feet, thence South 50 feet, thence South 89°38' East 164.23 feet, thence North 50 feet to the Point of Beginning. Also an undivided interest in the East 50 feet of the West 65 feet of the Northeast 1/4 of the Southwest 1/4 and the West 15 feet of the North 50 feet of the Northeast 1/4 of the Southwest 1/4 of Section 27, Township 19 South, Range 27 East.

AND

The West 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 27, Township 19 South, Range 27 East, Lake County, Florida, less the North 50 feet of the West 150 feet of the above described property and the East 50 feet of the West 53 feet of the above described property. Less right-of-way for State Road No. 46.

AND

The South 1/4 of the Northeast 1/4 of the Southwest 1/4 in Section 27, Township 19 South, Range 27 East, Lake County, Florida, less the West 65 feet thereof. And the North 50 feet of the West 150 feet of the Southeast 1/4 of the Southwest 1/4 in
Section 27, Township 19 South, Range 27 East, Lake County, Florida. Also, an undivided interest in the East 50 feet of the West 65 feet of the Northeast ¼ of the Southwest ¼ in Section 27, Township 19 South, Range 27 East and an undivided interest in: Begin at the Northeast corner of the Northwest ¼ of the Southwest ¼ of Section 27, Township 19 South, Range 27 East, run West 164.1 feet, South 50 feet, East 178.23 feet, North to point East of Point of Beginning, West to Point of Beginning."

(Being the lands described in Official Records Book 3193, Page 2487, of the Public Records of Lake County, Florida.)

Being described as follows:

COMMENCE at a found nail and disk with no identification marking the Northeast corner of Section 27, Township 19 South, Range 27 East, Lake County, Florida, as shown on the Florida Department of Transportation Right of Way Maps for State Road 46, Section 11130, Financial Project Number 238275-3; thence South 01°57'55" East along the East line of said Section 27, a distance of 2622.62 feet to a rail road spike at the East 1/4 Corner of said Section 27 and the West 1/4 Corner of Section 26, Township 19 South, Range 27 East; thence South 00°23'00" East along said East line 2646.05 feet to a nail and disk stamped "FDOT LB 7917" at Point of Intersection Station 142+69.46 on the centerline of said State Road 46, said point also being the Southeast Corner of said Section 27; thence departing said East line, South 89°36'16" West along said centerline and the Southerly line of the Southeast 1/4 of said Section 27, a distance of 2676.19 feet, to a nail and disk stamped "FDOT LB 7917" at the South 1/4 Corner of said Section 27 and Point of Intersection Station 115+93.27; thence departing the South line of said Section 27, South 89°36'40" West along said centerline, 968.41 feet to Station 106+04.86, being on the East line of the West 1/4 of the Southeast 1/4 of the Southwest 1/4 of said Section 27; thence departing said centerline, North 00°39'38" West, along said East line, 38.29 feet to the Existing Right of Way line of State Road 46, as shown on said Right of Way Map and the POINT OFBEGINNING; thence departing said East line, South 89°54'32" West along said Existing Right of Way line, 0.21 feet; thence South 89°48'32" West along said Existing Right of Way line, 276.24 feet to a point on a line lying 53.00 feet East of and parallel to the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence departing said Existing Right of Way line, North 00°36'38" West along said parallel line, 84.75 feet to a point on a line lying 124.00 feet North of and parallel to said centerline; thence North 89° 36' 40" East along said parallel line, 276.37 feet to a point on said East line of the West 1/4 of the Southeast 1/4 of the Southwest 1/4; thence departing said parallel line, South 00°39'38" East along said East line, 85.71 feet to the POINT OFBEGINNING.

CONTAINING 0.541 Acres, more or less.

This legal description prepared under the direction of:
Joseph C. Di Benedetto, P.L.S.
Florida Professional Land Surveyor No. 5181
McKim & Creed, Inc.
115 East Indiana Ave.
DeLand, Florida, 32724

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<tr>
<th>INSTRUMENT</th>
<th>DATE</th>
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<th>TO</th>
<th>O.R. BOOK/PAGE</th>
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<td>08/17/12</td>
<td>Wekiva Ridge, LLC</td>
<td>City of Mount Dora, a</td>
<td>4204/404</td>
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<td>the State of Florida</td>
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</table>

PROVIDED that the City has the following rights:
1. The City shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the City or require the City to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.

4. The City agrees to repair any damage caused by the City to F.D.O.T. facilities and to indemnify to the extent permitted under Florida law the F.D.O.T. against any loss or damage resulting from the City exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: ____________________________
Frank J. O'Dea, P.E.
District Director Of Transportation Development for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

Legal Review

By: ____________________________
Office of the General Counsel

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this __ day of __________, by Frank J. O'Dea, P.E., District Director of Transportation Development for District Five, who is personally known to me or who has produced ______________________ as identification.

PRINT/TYPE NAME: ____________________________
Notary Public in and for the County and State last aforesaid.
My Commission Expires: _______________________
Serial No., if any: ____________________________
IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

CITY OF MOUNT DORA, FLORIDA,
By its Board of City Commissioners

By: __________________________
    Its Chairperson
    (or Vice-Chairperson)

ATTEST: _______________________
    Clerk (or Deputy Clerk)

STATE OF FLORIDA
COUNTY OF _______________________

The foregoing instrument was acknowledged before me this ___ day of ____________, __________, by __________________________, Chairperson (or Vice-Chairperson), who is personally known to me or who has produced __________________________ as identification.

PRINT/TYPE NAME: __________________________
Notary Public in and for the County and State last aforesaid.
My Commission Expires: __________________________
Serial No., if any: __________________________
RESOLUTION

ON MOTION of Commissioner ____________________________, seconded by Commissioner ____________________________, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 46, Section No. 11130, F.P. No. 238275 3, in Lake County, Florida: and

WHEREAS, it is necessary that certain easement rights now owned by the City of Mount Dora, Florida, be subordinate to the rights of the State of Florida Department of Transportation: and

WHEREAS, said subordination is in the best interest of the City: and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Mount Dora, Florida, that the application of the State of Florida Department of Transportation for a subordination of utility interest, or interests, is for transportation purposes which are in the public or community interest and for public welfare; that a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, in Deland, Florida, should be drawn and executed by ____________________________, on behalf of this Board of City Commissioners.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 719 South Woodland Blvd., DeLand, Florida, 32720-6834.

STATE OF FLORIDA

COUNTY OF ______

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of City Commissioners of ______, Florida, at a meeting held on the _____ day of ________________________.

______________________________
Clerk, Board of City Commissioners
City of Mount Dora, Florida
This instrument prepared by
and return to:
D. Andrew Smith, III
Shepard, Smith & Cassady, P.A.
2300 Maitland Center Parkway, Suite 100
Maitland, Florida 32751

PARCEL NO.: 16 (Alt. Key 1125413)
COUNTY: Lake

PERPETUAL UTILITY EASEMENT

THIS EASEMENT made this 17th day of August, 2012, by Wakiva
Ridge, LLC, whose mailing address is 832 Courtland Street, Orlando, FL 32804, to the City of
Mount Dora, a political subdivision of the State of Florida, whose address is 510 North Baker
Street, Mount Dora, FL 32757, its successors and assigns, (hereinafter "Grantee").

WITNESSETH: That the Grantor, for and in consideration of the sum of One Dollar, and
other valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby
acknowledged, hereby grants unto the Grantee, its successors, assigns, licensees, a non-
exclusive perpetual easement, as described and illustrated below, ("Easement"), which is on, over,
under, upon, through and across the property situated in Lake County, Florida, more particularly
described as:

See attached Legal Description and Sketch of Description
attached as Exhibit "A" ("Easement Area")

for underground potable water, reclaimed water, and sanitary sewer line facilities, including but not
limited to, the right to clear, excavate, construct, operate, inspect, maintain, repair, replace and/or
remove said facilities, hereafter within said Easement Area, such Easement to include the right of
ingress and egress over and across said Easement Area for the purposes of constructing,
installing, and maintaining said facilities and other incidents which the Grantee may deem
necessary or convenient in connection therewith.

The Grantor retains all other rights to the use of the area subject to the Easement granted
hereby, which is not inconsistent with the use of the Easement Area by the Grantee for the
purposes granted hereby. The Easement is subject to all matters of record, the retained rights of
the Grantor and whatever other easements, rights, licenses, or grants that are contemporaneous
herewith or subsequent hereto, may be granted, or otherwise created by the Grantor, provided
that any subsequently created interest does not prevent Grantee from utilizing this Easement for
Its intended purpose, and Grantor consults in advance with Grantee before granting an easement
to any other party over the easement herein.

Mortgagees, if any, holding prior liens on the property shall be required to release such
liens, subordinate their positions or join in any conveyance, grant or dedication of the Easement or
give to Grantee assurance, by way of a "non-disturbance agreement", that in the event of
foreclosure, mortgagee would continue to recognize the ownership and easement rights of
Grantee.

TO HAVE AND TO HOLD the same unto said Grantee and its successors and assigns
forever and, except as provided herein, the Grantor will defend the title to said lands against all
persons claiming by, through or under said Grantor.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day
and year first above written.
INSTRUMENT# 2012088096 OR BOOK 4204/PAGE 405 PAGE 2 of 4

PARCEL NO. 16
PAGE 2

WITNESSES:

Edwin R. Barfield
(print name)

Kenneth Schwartz
(print name)

WEKIVA RIDGE, LLC

By: Hugh W. Harling, Jr.
(print name)

Its: Managing Partner

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 17th day of August, 2012, by Hugh Harling, as Managing Partner of Wekiva Ridge, LLC (check one) by who is/are personally known to me or who produced the Florida driver's license as identification and who did (did not) take an oath.

EDWIN R. BARFIELD
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION NO. EE 146521
MY COMMISSION EXPIRES NOV. 13, 2015
SKETCH OF DESCRIPTION

NOTES:

1. THE SURVEY (AND/OR) REPORT OR THE COPIES THEREOF ARE NOT VALID UNLESS THEY BEAR THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

2. CERTIFICATION IS LIMITED TO PARTIES NAMED HEREON.

3. THE LEGAL DESCRIPTION WAS PREPARED BY THIS SURVEYOR WITH INSTRUCTION PROVIDED BY THE CLIENT.

4. THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 5J-17.052 FAC.

5. LANDS SHOWN HEREIN WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, OWNERSHIP OR OTHER MATTERS OF RECORD BY THIS FIRM.

6. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1/80 OR SMALLER.

7. HORIZONTAL DATUM SHOWN HEREIN IS IN U.S. ETT.

8. THIS SKETCH CONTAINS 2 SHEETS AND IS NOT CONSIDERED FULL AND COMPLETE WITHOUT BOTH SHEETS.

CERTIFIED TO:

CITY OF MOUNT DORA

Dated:

BRADLEY K. MINNW, PROFESSIONAL SURVEYOR & MAPPER

FLORIDA REGISTRATION NO. 4539

Page 185 of 259
SKETCH OF DESCRIPTION
(NOT A FIELD SURVEY)

W 1/4 OF SE 1/4
OF SW 1/4
SEC 27-19-27

CONTAINING
8,502± SQ. FT

ALTERNATE KEY #125413
WEKIVA RIDGE LLC
832 COURTLAND ST
ORLANDO, FL 32804
ORB 3193, PG 2487

N 25' OF S 68'

309'4

STATE ROAD 46

EXISTING R/W PER
FDO/Maint. Map

South 68.00 feet of
the Southwest 1/4 of
Sec 27-19-27

SOUTH LINE SW 1/4
SEC. 27-19-27

Detail of area between the S. line of the easement & the N. line of the R/W.

89 SQ. FT. 10.6'x8.3'±

LEGEND

LB LICENSED BUSINESS
PSM PROFESSIONAL SURVEYOR AND MAPPER
UTILITY EASEMENT
P PROPERTY LINE
EOP EDGE OF PAVEMENT
ORB OFFICIAL RECORD BOOK
PG PAGE
P.C. POINT OF CURVATURE
P.T. POINT OF TANGENCY
BG BACK OF CURB
AKA ALSO KNOWN AS
BE BURIED ELECTRIC
SAN SANITARY SEWER
EOW EDGE OF WATER

1 inch = 60 ft.

GRAPHIC SCALE

Revised to show area between Easement & R/W. 8/10/11
23-UTL04-10/11
March 6, 2015
This instrument prepared by
MARIKA TREMBLAY
Under the direction of
FREDRICK W. LOOSE, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 103.2
SECTION 11130
F.P. NO. 238275-3
STATE ROAD 46
COUNTY LAKE

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of __________, ______, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and CITY OF MOUNT DORA, a political subdivision of the State of Florida, hereinafter called City.

WITNESSETH:

WHEREAS, the City presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by City to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the City's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, City and F.D.O.T. agree as follows:

City hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL 103

That part of:

"The East % of the Southeast % of the Southwest 1/4; the West % of the Southwest % of the Southeast %, less the East 20.00 feet and less the West 80.00 feet of the East 100.00 feet of the South 718.00 feet thereof; all being in Section 27, Township 19 South, Range 27 East, Lake County, Florida, and all being subject to right of way for State Road No. 46 over the South 33.00 feet thereof.*

(Also being the lands described in Official Records Book 3762, Page 715, of the Public Records of Lake County, Florida.)

Being described as follows:

COMMENCE at a found nail and disk with no identification marking the Northeast corner of Section 27, Township 19 South, Range 27 East, Lake County, Florida, as shown on the Florida Department of Transportation Right of Way Maps for State Road 46, Section 11130, Financial Project Number 238275-3; thence South 01°57'55" East along the East line of said Section 27, a distance of 2622.62 feet to a rail road spike at the East 1/4 Corner of said Section 27 and the West 1/4 Corner of Section 28, Township 19 South, Range 27 East; thence South 00°23'00" East along said East line 2646.05 feet to a nail and disk stamped "FDOT LB 7917" at Point of Intersection Station 142+69.46 on the centerline of said State Road 46, said point also being the Southeast Corner of said Section 27; thence departing said East line, South 89°36'18" West
PARCEL NO. 103.2  
SECTION 11130  
F.P. NO. 238275 3  
PAGE 2

along said centerline and the Southerly line of the Southeast 1/4 of said Section 27, a distance of 2676.19 feet, to a nail and disk stamped "FDOT LB 7917" at the South 1/4 Corner of said Section 27 and Point of Intersection Station 115+93.27; thence departing the South line of said Section 27, South 89°36'40" West along said centerline, 988.41 feet to Station 106+04.86, being on the East line of the West 1/4 of the Southeast 1/4 of the Southwest 1/4 of said Section 27; thence departing said centerline, North 00°39'38" West, along said East line, 38.29 feet to the Existing Right of Way line of State Road 46, as shown on said Right of Way Map and the POINT OF BEGINNING; thence continue along said East line, North 00° 39' 38" West, 85.71 feet to a point on a line lying 124.00 feet North of and parallel with said centerline; thence North 89°36'40" East along said parallel line, 63.18 feet; thence departing said parallel line, South 00°23'20" East a distance of 4.00 feet to a point on a line lying 120.00 feet North of and parallel to said centerline; thence North 89°36'40" East along said parallel line, 800.01 feet; thence departing said parallel line, North 00°23'20" West, 5.00 feet to a point on a line lying 125.00 feet North of and parallel to said centerline; thence North 89°36'40" East along said parallel line, 124.89 feet to a point on the West line of the Southeast 1/4 of said Section 27; thence continue along said parallel line, North 89°36'40" East, 76.28 feet; thence departing said parallel line, North 83°53'46" East, a distance of 150.80 feet, to a point on a line lying 140.00 feet North of and parallel to said centerline; thence North 89°36'18" East along said parallel line, 343.05 feet to a point on the Monumented West line of the Southeast 1/4 of said Section 27; thence continue along said parallel line, North 89°36'40" East, 106.94 feet to said Existing Right of Way line; thence South 89°36'20" West along said Existing Right of Way line, 569.29 feet to a point on the West line of the Southeast 1/4 of said Section 27; thence continue along said Existing Right of Way line, South 89°54'50" West, 988.37 feet to the POINT OF BEGINNING.

CONTAINING 3.279 Acres, more or less.

This legal description prepared under the direction of:
Joseph C. DiBenedetto, P.L.S.
Florida Professional Land Surveyor No. 5181
McKim & Creed, Inc.
115 East Indiana Ave.
DeLand, Florida, 32724

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| Easement     | 06/14/12| Sunset Hill grove, LLC| City of Mount Dora, a political subdivision of the State of Florida | 4176/1705      

PROVIDED that the City has the following rights:

1. The City shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the City or require the City to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.
3. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.

4. The City agrees to repair any damage caused by the City to F.D.O.T. facilities and to indemnify to the extent permitted under Florida law the F.D.O.T. against any loss or damage resulting from the City exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: ____________________________
Frank J. O'Dea, P.E.
District Director of Transportation Development for District Five
710 S. Woodland Blvd.
Deland, Florida 32720

Legal Review

By: ____________________________
Office of the General Counsel

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this __________ day of __________, __________, by Frank J. O'Dea, P.E., District Director of Transportation Development for District Five, who is personally known to me or who has produced __________________________ as identification.

PRINT/TYPE NAME:
Notary Public in and for the County and State last aforesaid.
My Commission Expires: __________________________
Serial No., if any: __________________________
IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

CITY OF MOUNT DORA, FLORIDA,
By its Board of City Commissioners

by: __________________________
Its Chairperson
(or Vice-Chairperson)

ATTEST:
__________________________
Clerk (or Deputy Clerk)

STATE OF FLORIDA
COUNTY OF _____________

The foregoing instrument was acknowledged before me this _______ day of ____________, ______, by ____________________, Chairperson (or Vice-Chairperson), who is personally known to me or who has produced ________________________________ as identification.

PRINT/TYPE NAME: __________________________
Notary Public in and for the County and State last aforesaid.
My Commission Expires: __________________________
Serial No., if any: __________________________
RESOLUTION

ON MOTION of Commissioner ________________________________, seconded by Commissioner ________________________________, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 46, Section No. 11130, F.P. No. 238275 3, in Lake County, Florida; and

WHEREAS, it is necessary that certain easement rights now owned by the City of Mount Dora, Florida, be subordinate to the rights of the State of Florida Department of Transportation; and

WHEREAS, said subordination is in the best interest of the City; and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Mount Dora, Florida, that the application of the State of Florida Department of Transportation for a subordination of utility interest, or interests, is for transportation purposes which are in the public or community interest and for public welfare; that a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, in DeLand, Florida, should be drawn and executed by ________________________________, on behalf of this Board of City Commissioners.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 719 South Woodland Blvd., DeLand, Florida, 32720-6834.

STATE OF FLORIDA

COUNTY OF ________

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of City Commissioners of ________, Florida, at a meeting held on the _____ day of ____________, ______.

                                      ________________________________
                                      Clerk, Board of City Commissioners
                                      City of Mount Dora, Florida
This instrument prepared by and return to:
D. Andrew Smith, P.A.
Shepard, Smith & Cassady, P.A.
2300 Maitland Center Parkway, Suite 100
Maitland, Florida 32751

PARCEL NO.: 14A (Alt. Key 3834164)
COUNTY: Lake

CITY OF MOUNT DORA
1250 N HIGHLAND ST
ATTN: ROBERTA STEGEMERTEN
MOUNT DORA FL 32756

PERPETUAL UTILITY EASEMENT

THIS EASEMENT made this 14th day of June, 2012 by Sunset Hill Grove, LLC, (hereinafter “Grantor”), whose mailing address is 617 N. Wymore Road, Winter Park, Florida 32789, to the City of Mount Dora, a political subdivision of the State of Florida, whose address is 510 North Baker Street, Mount Dora, FL 32757, its successors and assigns, (hereinafter “Grantee”).

WITNESSETH: That the Grantor, for and in consideration of the sum of One Dollar, and other valuable considerations paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, its successors, assigns, licensees, a non-exclusive perpetual easement, as described and illustrated below, ("Easement"), which is on, over, under, upon, through and across the property situated in Lake County, Florida, more particularly described as:

See attached Legal Description and Sketch of Description attached as Exhibit "A" ("Easement Area") for underground potable water, reclaimed water, and sanitary sewer line facilities, including but not limited to, the right to clear, excavate, construct, operate, inspect, maintain, repair, replace and/or remove said facilities, hereafter within said Easement Area, such Easement to include the right of ingress and egress over and across said Easement Area for the purposes of constructing, installing, and maintaining said facilities which the Grantee may deem necessary or convenient in connection therewith. Grantee shall maintain five (5) feet of cover over these underground facilities for the duration of this easement.

The Grantor retains all other rights to the use of the area subject to the Easement granted hereby, which is not inconsistent with the use of the Easement Area by the Grantee for the purposes granted hereby. The Easement is subject to all matters of record, the retained rights of Grantors and whatever other easements, rights, licenses, or grants that are contemporaneous herewith or subsequent hereto, may be granted, or otherwise created by Grantors, provided that any subsequently created interest does not prevent Grantee from utilizing this Easement for its intended purpose.

Mortgagees, if any, holding prior liens on the property shall be required to release such liens, subordinate their positions or join in any conveyance, grant or dedication of the Easement or give to Grantee assurance, by way of a “non-disturbance agreement”, that in the event of foreclosure, mortgagee would continue to recognize the ownership and easement rights of Grantee.

TO HAVE AND TO HOLD the same unto said Grantee and its successors and assigns forever and, except as provided herein, the Grantor will defend the title to said lands against all persons claiming by, through or under said Grantor.
IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

Kurt H. Darl
(signature)
Kurt H. Garber
(print name)

Edwin R. Bartfield
(signature)
(print name)

Sunset Hill Grove, LLC
By: Cole W. Clayston
Print name: Cole W. CLAYTON
Title: Manager
Mailing Address:
9711 N. Wymore Road
Winter Park FL 32789

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 14th day of June, 2012, by Cole W. Clayston, the Manager of Sunset Hill Grove, LLC. (check one) ☐ who is personally known to me or ☐ who produced identification.

Kristine K. Wedig
Notary Public
Print Name: Kristine K. Wendig
My Commission expires: 11/26/2013
EXHIBIT
"A"
INSTRUMENT# 2012063980 OR BOOK 4176/PAGE 1708 PAGE 4 of 5

PARCEL NO. 14A PAGE 5

SKETCH OF DESCRIPTION
(NOT A FIELD SURVEY)

LEGAL DESCRIPTION:
ALTERNATE KEY NUMBER 3824164
A 25.00 FOR THE CONSTRUCTION, MAINTENANCE AND REPAIR OF UTILITIES DESCRIBED AS FOLLOWS:

THAT PART OF THE FOLLOWING DESCRIBED LAND:

THE EAST 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, LESS THE EAST 20.00 FEET AND LESS THE WEST 80,000 FEET OF THE WEST 718,000 FEET THEREOF; ALL BEING IN SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, AND ALL BEING SUBJECT TO RIGHT OF WAY FOR STATE ROAD NO. 46 OVER THE SOUTH 33,000 FEET THEREOF.

LYING WITHIN THE FOLLOWING DESCRIBED PARCELS:

THE NORTH 25.00 FEET OF THE SOUTH 68.00 FEET OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA;

AND

THE NORTH 25.00 FEET OF THE SOUTH 68.00 FEET OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA;

AND

THAT PART OF THE EAST 25.00 FEET OF THE WEST 105.24 FEET OF THE SOUTH 43.00 FEET OF SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LYING NORTHERLY OF THE NORTH LINE OF THE RIGHT OF WAY OF STATE ROAD 46;

AND

THAT PART OF THE WEST 25.00 FEET OF THE EAST 782.05 FEET OF THE SOUTH 43.00 FEET OF SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LYING NORTHERLY OF THE NORTH LINE OF THE RIGHT OF WAY OF STATE ROAD 46;

NOTES:
1. THE SURVEY (AND/OR) REPORT OR THE COPIES THEREOF ARE NOT VALID UNLESS THEY BEAR THE SIGNATURE AND ORIGNAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. CERTIFICATION IS LIMITED TO PARTIES NAMED HEREON.
3. THE LEGAL DESCRIPTION WAS PREPARED BY THIS SURVEYOR WITH INSTRUCTION PROVIDED BY THE CLIENT.
4. THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 5J-17.052 FAC.
5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, OWNERSHIP OR OTHER MATTERS OF RECORD BY THIS FIRM.
6. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1/100 OR SMALLER.
7. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.
8. THIS SKETCH CONTAINS 2 SHEETS AND IS NOT CONSIDERED FULL AND COMPLETE WITHOUT BOTH SHEETS.

CERTIFIED TO:
CITY OF MOUNT DORA

DATE:
BRADLEY K. WHITK, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4309

City Council Agenda Packet - June 21, 2016
SKETCH OF DESCRIPTION
(NOT A FIELD SURVEY)

1 inch = 150 ft.

PARCEL NO. 14A
PAGE 6

LEGEND

INSTRUMENT# 2012063980 OR BOOK 4176/PAGE 1709 PAGE 5 of 5
SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT, entered into this ___ day of __________, ____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and CITY OF MOUNT DORA, a political subdivision of the State of Florida, hereinafter called City.

WITNESSETH:

WHEREAS, the City presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by City to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the City's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, City and F.D.O.T. agree as follows:

City hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL 103  
SECTION 11130  
F.P. No. 238275-3

That part of:

"The East ¾ of the Southeast ¼ of the Southwest ¼; the West ¾ of the Southwest ¼ of the Southeast ¼, less the East 20.00 feet and less the West 80.00 feet of the East 100.00 feet of the South 718.00 feet thereof; all being in Section 27, Township 19 South, Range 27 East, Lake County, Florida, and all being subject to right of way for State Road No. 46 over the South 33.00 feet thereof."

(Also being the lands described in Official Records Book 3762, Page 715, of the Public Records of Lake County, Florida.)

Being described as follows:

COMMENCE at a found nail and disk with no identification marking the Northeast corner of
Section 27, Township 19 South, Range 27 East, Lake County, Florida, as shown on the Florida Department of Transportation Right of Way Maps for State Road 46, Section 11130, Financial Project Number 238275-3; thence South 01°57'55" East along the East line of said Section 27, a distance of 2622.62 feet to a rail road spike at the East 1/4 Corner of said Section 27 and the West 1/4 Corner of Section 26, Township 19 South, Range 27 East; thence South 00°23'00" East along said East line 2646.05 feet to a nail and disk stamped "FDOT LB 7917" at Point of Intersection Station 142+69.46 on the centerline of said State Road 46, said point also being the Southeast Corner of said Section 27; thence departing said East line, South 89°36'18" West
PARCEL NO. 103.2  
SECTION 11130  
F.P. NO. 238275 3  

along said centerline and the Southerly line of the Southeast 1/4 of said Section 27, a distance of 2678.19 feet, to a nail and disk stamped "FDOT LB 7917" at the South 1/4 Corner of said Section 27 and Point of Intersection Station 115+93.27; thence departing the South line of said Section 27, South 89°36'40" West along said centerline, 988.41 feet to Station 106+04.86, being on the East line of the West 1/4 of the Southeast 1/4 of said Section 27; thence departing said centerline, North 00°39'38" West, along said East line, 38.29 feet to the Existing Right of Way line of State Road 46, as shown on said Right of Way Map and the POINT OF BEGINNING; thence continue along said East line, North 00°39'38" West, 85.71 feet to a point on a line lying 124.00 feet North of and parallel with said centerline; thence North 89°36'40" East along said parallel line, 83.18 feet; thence departing said parallel line, South 00°23'20" East a distance of 4.00 feet to a point on a line lying 120.00 feet North of and parallel to said centerline; thence North 89°36'40" East along said parallel line, 800.01 feet; thence departing said parallel line, North 00°23'20" West, 5.00 feet to a point on a line lying 125.00 feet North of and parallel to said centerline; thence North 89°36'40" East along said parallel line, 124.89 feet to a point on the West line of the Southeast 1/4 of said Section 27; thence continue along said parallel line, North 89°36'40" East, 76.28 feet; thence departing said parallel line, North 83°53'46" East, a distance of 150.00 feet, to a point on a line lying 140.00 feet North of and parallel to said centerline; thence North 89°36'16" East along said parallel line, 343.05 feet to a point on the Monumented West line of the West 80.00 feet of the East 100.00 feet of the South 718.00 feet of the Southwest 1/4 of the Southeast 1/4 of said Section 27; thence departing said parallel line, South 00°42'16" East along said Monumented West line, 106.94 feet to said Existing Right of Way line; thence South 89°36'20" West along said Existing Right of Way line, 569.29 feet to a point on the West line of the Southeast 1/4 of said Section 27; thence continue along said Existing Right of Way line, South 89°54'50" West, 988.37 feet to the POINT OF BEGINNING.

CONTAINING 3.279 Acres, more or less.

This legal description prepared under the direction of:
Joseph C. Di Benedetto, P.L.S.
Florida Professional Land Surveyor No. 5181
McKim & Creed, Inc.
115 East Indiana Ave.
DeLand, Florida, 32724

<table>
<thead>
<tr>
<th>INSTRUMENT</th>
<th>DATE</th>
<th>FROM</th>
<th>TO</th>
<th>O.R. BOOK/PAGE</th>
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<td>Easement</td>
<td>06/14/12</td>
<td>Sunset Hill grove, LLC</td>
<td>City of Mount Dora, a political subdivision of the State of Florida</td>
<td>4178/1705</td>
</tr>
</tbody>
</table>

PROVIDED that the City has the following rights:

1. The City shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the City or require the City to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.
3. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.

4. The City agrees to repair any damage caused by the City to F.D.O.T. facilities and to indemnify to the extent permitted under Florida law the F.D.O.T. against any loss or damage resulting from the City exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
By:

Frank J. O'Dea, P.E.
District Director of Transportation Development for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

Legal Review
By:
Office of the General Counsel

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Instrument was acknowledged before me this _ day of __ , __ , by Frank J. O'Dea, P.E., District Director of Transportation Development for District Five, who is personally known to me or who has produced __________________________ as identification.

PRINT/TYPE NAME: __________________________
Notary Public in and for the County and State last aforesaid.
My Commission Expires: __________________________
Serial No., if any: __________________________
IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

__________________________
SIGNATURE LINE
PRINT/TYPING NAME:

__________________________
SIGNATURE LINE
PRINT/TYPING NAME:

CITY OF MOUNT DORA, FLORIDA, By its Board of City Commissioners

By: ____________________________
Its Chairperson (or Vice-Chairperson)

ATTEST: ____________________________
Clerk (or Deputy Clerk)

STATE OF FLORIDA
COUNTY OF __________

The foregoing instrument was acknowledged before me this ___ day of __________, 20___, by ____________________________, Chairperson (or Vice-Chairperson), who is personally known to me or who has produced ____________________________ as identification.

PRINT/TYPING NAME:
Notary Public in and for the County and State last aforesaid.
My Commission Expires: ____________________________
Serial No., if any: ____________________________
RESOLUTION

ON MOTION of Commissioner _______________________________, seconded by Commissioner ______________________________, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 46, Section No. 11130, F.P. No. 238275 3, in Lake County, Florida: and

WHEREAS, it is necessary that certain easement rights now owned by the City of Mount Dora, Florida, be subordinate to the rights of the State of Florida Department of Transportation: and

WHEREAS, said subordination is in the best interest of the City: and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Mount Dora, Florida, that the application of the State of Florida Department of Transportation for a subordination of utility interest, or interests, is for transportation purposes which are in the public or community interest and for public welfare; that a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, in Deland, Florida, should be drawn and executed by ___________________________ on behalf of this Board of City Commissioners.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 719 South Woodland Blvd., DeLand, Florida, 32720-6834.

STATE OF FLORIDA

COUNTY OF ________

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of City Commissioners of ________, Florida, at a meeting held on the ______ day of ________, 2015.

__________________________
Clerk, Board of City Commissioners
City of Mount Dora, Florida
PERPETUALUTILITY EASEMENT

This EASEMENT made this 14th day of January, 2013, by Sunset Hill Grove, LLC (hereinafter “Grantor”), whose mailing address is 617 North Wymore Road, Winter Park, Florida 32789, to the City of Mount Dora, a political subdivision of the State of Florida, whose address is 510 North Baker Street, Mount Dora, Fl 32757, its successors and assigns, (hereinafter “Grantee”).

WITNESSETH: That the Grantor, for and in consideration of the sum of One Dollar, and other valuable considerations paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, its successors, assigns, licensees, a non-exclusive perpetual easement, as described and illustrated below, (“Easement”), which is on, over, under, upon, through and across the property situated in Lake County, Florida, more particularly described as:

See attached Legal Description and Sketch of Description attached as Exhibit “A” (“Easement Area”)

for underground potable water, reclaimed water, and sanitary sewer line facilities, including but not limited to, the right to clear, excavate, construct, operate, inspect, maintain, repair, replace and/or remove said facilities, hereafter within said Easement Area, such Easement to include the right of ingress and egress over and across said Easement Area for the purposes of constructing, installing, and maintaining said facilities which the Grantee may deem necessary or convenient in connection therewith. Grantee shall maintain five (5) feet of cover over these underground facilities for the duration of this easement.

The Grantor retains all other rights to the use of the area subject to the Easement granted hereby, which is not inconsistent with the use of the Easement Area by the Grantee for the purposes granted hereby. The Easement is subject to all matters of record, the retained rights of Grantors and whatever other easements, rights, licenses, or grants that are contemporaneous herewith or subsequent hereto, may be granted, or otherwise created by Grantors, provided that any subsequently created interest does not prevent Grantee from utilizing this Easement for its intended purpose.

Mortgagees, if any, holding prior liens on the property shall be required to release such liens, subordinate their positions or join in any conveyance, grant or dedication of the Easement or give to Grantee assurance, by way of a “non-disturbance agreement”, that in the event of foreclosure, mortgagee would continue to recognize the ownership and easement rights of Grantee.

TO HAVE AND TO HOLD the same unto said Grantee and its successors and assigns forever and, except as provided herein, the Grantor will defend the title to said lands against all persons claiming by, through or under said Grantor.
IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

[Kurt H. Deal]
(signature)
Kurt H. Garber
(print name)

[Edwin R. Bartfield]
(signature)

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 14th day of June, 2012, by Cole W. Clayton, the Manager of Sunset Hill Grove LLC, who is personally known to me or a who produced identification.

Notary Public
Print Name: Kristine K. Wendig
My Commission expires: 1/28/2013
LEGAL DESCRIPTION:
ALTERNATE KEY NUMBER 3834164
A 25.00 FOR THE CONSTRUCTION, MAINTENANCE AND REPAIR OF UTILITIES DESCRIBED AS FOLLOWS:
THAT PART OF THE FOLLOWING DESCRIBED LAND:
THE EAST 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, LESS THE EAST 20.00 FEET AND LESS THE WEST 80.00 FEET OF THE EAST 100.00 FEET OF THE SOUTH 718.00 FEET THEREOF; ALL BEING IN SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, AND ALL BEING SUBJECT TO RIGHT OF WAY FOR STATE ROAD NO. 46 OVER THE SOUTH 33.00 FEET THEREOF.
LYING WITHIN THE FOLLOWING DESCRIBED PARCELS:
THE NORTH 25.00 FEET OF THE SOUTH 68.00 FEET OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA;
AND
THE NORTH 25.00 FEET OF THE SOUTH 68.00 FEET OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA;
AND
THAT PART OF THE EAST 25.00 FEET OF THE WEST 105.24 FEET OF THE SOUTH 43.00 FEET OF SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA;
LYING NORTHERLY OF THE NORTH LINE OF THE RIGHT OF WAY OF STATE ROAD 48;
AND
THAT PART OF THE WEST 25.00 FEET OF THE EAST 782.05 FEET OF THE SOUTH 43.00 FEET OF SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA;

NOTES:
1. THE SURVEY (AND/OR) REPORT OR THE COPIES THEREOF ARE NOT VALID UNLESS THEY BEAR THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. CERTIFICATION IS LIMITED TO PARTIES NAMED HEREON.
3. THE LEGAL DESCRIPTION WAS PREPARED BY THIS SURVEYOR WITH INSTRUCTION PROVIDED BY THE CLIENT.
4. THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER SJ-17.052 FAC.
5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, OWNERSHIP OR OTHER MATTERS OF RECORD BY THIS FIRM.
6. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1/100 OR SMALLER.
7. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.
8. THIS SKETCH CONTAINS 2 SHEETS AND IS NOT CONSIDERED FULL AND COMPLETE WITHOUT BOTH SHEETS.

CERTIFIED TO:
CITY OF MOUNT DORA

DATE:
BRENNER K. MANNIX, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 43009
THIS AGREEMENT, entered into this ___ day of __________, ______, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and CITY OF MOUNT DORA, a political subdivision of the State of Florida, hereinafter called City.

WHEREAS, the City presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by City to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the City's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, City and F.D.O.T. agree as follows:

City hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL 105

SECTION 11130
F.P. No. 238275-3

That part of:

*The East ¼ of the Southeast ¼ of the Southwest ¼;
The West ½ of the Southwest ¼ of the Southeast ¼, less the East 100 feet of the South 330 feet of the West ½ of the Southwest ¼ of the Southeast ¼;
The East 100 feet of the South 330 feet of the West ½ of the Southwest ¼ of the Southeast ¼;
The West 210 feet of the South 330 feet of the East ½ of the Southwest ¼ of the Southeast ¼;
The North 990 feet of the West 210 feet of the East ½ of the Southwest ¼ of the Southeast ¼;
The East 450 feet of the East ½ of the Southwest ¼ of the Southeast ¼;
The West ¼ of the Southeast ¼ of the Southwest ¼;
The East ½ of the Southeast ¼ of the Southwest ¼, less the South 100 feet of the East 150 feet thereof;
The South 100 feet of the East 150 feet of the Southeast ¼, less the South 50 feet thereof and less the East 50 feet thereof;
All of the above lying and being in Section 27, Township 19 South, Range 27 East, in Lake County, Florida, less and except road right-of-way.*

(Also being the lands described in Official Records Book 1404, Page 2029, of the Public Records of Lake County, Florida.)
PARCEL NO. 105.3  
SECTION 11130  
F.P. NO. 238275 3  
PAGE 2


Being described as follows:

COMMENCE at a found nail and disk with no identification marking the Northeast corner of Section 27, Township 19 South, Range 27 East, Lake County, Florida, as shown on the Florida Department of Transportation Right of Way Maps for State Road 46, Section 11130, Financial Project Number 238275-3; thence South 01°57'55" East along the East line of said Section 27, a distance of 2622.62 feet to a rail road spike at the East 1/4 Corner of said Section 27 and the West 1/4 Corner of Section 26, Township 19 South, Range 27 East; thence South 00°23'00" East along said East line 2646.05 feet to a nail and disk stamped "FDOT LB 7517" at Point of Intersection Station 142+69.46 on the centerline of said State Road 46, said point also being the Southeast Corner of said Section 27; thence departing said East line, South 89°36'18" West along said centerline and the Southerly line of the Southeast 1/4 of said Section 27, a distance of 1796.89 feet to a point on the Monumented East line of the West 210.00 feet of the South 330.00 feet of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 27 at Station 124+72.47 of said centerline; thence departing said centerline, North 00°42'16" West along said Monumented East line, 33.08 feet to the Existing Right of Way line of State Road 46, as shown on said Right of Way Map and the POINT OF BEGINNING; thence continue North 00°42'16" East along said Monumented East line, 101.92 feet to a point on a line lying 135.00 feet North of and parallel to centerline; thence departing said Monumented line, North 89°36'18" East along said parallel line, 425.81 feet; thence departing said parallel line, North 00°23'20" West, 15.00 feet to a point on a line lying 150.00 feet North of and parallel to said centerline; thence North 89°36'18" East along said parallel line, 460.00 feet; thence departing said parallel line, South 00°23'20" East, 20.00 feet to a point on a line lying 130.00 feet North of and parallel to said centerline; thence North 89°36'18" East along said parallel line, 460.00 feet; thence departing said parallel line, North 00°23'20" West, 5.00 feet to a point on a line lying 135.00 feet north of and parallel to said centerline; thence, North 89°36'18" East along said parallel line, 354.94 feet to a point on a line lying 97.00 feet West of and parallel to the East line of the Southeast 1/4 of said Section 27; thence departing said parallel line, North 00°23'00" West along said parallel line, 395.78 feet; thence departing said parallel line, North 89°37'00" East, 23.00 feet to a point on a line lying 74.00 feet West of and parallel to said East line of the Southeast 1/4 of Section 27; thence North 00°23'00" West along said parallel line, 131.03 feet; thence departing said parallel line, North 04°07'09" East, 1.30 feet to a point on the Southerly limits of the lands described in Official Records Book 1577, Page 560, recorded in the Public Records of Lake County, Florida; thence North 89°45'22" East along said Southerly limits, 33.90 feet to a point on the Existing Right of Way line of Round Lake Road, as shown on said Right of Way Map; thence South 00°23'00" East along said Existing Right of Way line, 563.01 feet; thence South 89°36'18" West along said Existing Right of Way line, 10.00 feet; thence South 00°23'00" East along said Existing Right of Way line, 40.00 feet to a point on the Existing Right of Way line of State Road 46, as shown on Right of Way Map; thence, run Westerly along said line 85.00 feet along said Existing Right of Way the following Five (5), courses: South 89°36'18" West, 319.61 feet; thence South 83°35'38" West, 100.49 feet; thence South 89°36'18" West, 319.99 feet; thence South 00°23'42" West, 7.00 feet; thence South 89°36'18" West, 548.67 feet to a point on the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 27; thence South 00°35'51" East along said West line, 0.23 feet; thence departing said West line, run Westerly along said Existing Right of Way the following Three (3), courses: South 89°36'04" West, 431.32 feet, thence South 00°23'42" East, 9.68 feet; thence South 89°36'04" West, 27.60 feet to the POINT OF BEGINNING.

CONTAINING 4.230 Acres, more or less.

This legal description prepared under the direction of:
Joseph C. Di Benedetto, P.L.S.
Florida Professional Land Surveyor No. 5181
McKim & Creed, Inc.
115 East Indiana Ave.
DeLand, Florida, 32724
PARCEL NO. 105.3
SECTION 11130
F.P. NO. 238275 3
PAGE 3

RECORDED

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<th>INSTRUMENT</th>
<th>DATE</th>
<th>FROM</th>
<th>TO</th>
<th>O.R. BOOK/PAGE</th>
</tr>
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<tbody>
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<td>Easement</td>
<td>03/09/12</td>
<td>Sunset Hill Groves</td>
<td>City of Mount Dora, a political subdivision of the State of Florida</td>
<td>4136/866</td>
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</table>

PROVIDED that the City has the following rights:

1. The City shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the City or require the City to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.

4. The City agrees to repair any damage caused by the City to F.D.O.T. facilities and to indemnify to the extent permitted under Florida law the F.D.O.T. against any loss or damage resulting from the City exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By: Frank J. O'Dea, P.E.
District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

Legal Review

By: Office of the General Counsel
PARCEL NO. 105.3
SECTION 11130
F.P. NO. 238275 3
PAGE 4

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ___ day of ___________________, by Frank J. O'Dea, P.E., District Director of Transportation Development for District Five, who is personally known to me or who has produced ______________________ as identification.

PRINT/TITLE NAME: _______________________
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _______________
Serial No., if any: _______________

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

CITY OF MOUNT DORA, FLORIDA,
By its Board of City Commissioners

_________________________
By: _______________________
Its Chairperson
(or Vice-Chairperson)

_________________________
ATTEST: _______________________
Clerk (or Deputy Clerk)

STATE OF FLORIDA
COUNTY OF _____________________

The foregoing instrument was acknowledged before me this ___ day of ___________________, by _____________________, Chairperson (or Vice-Chairperson), who is personally known to me or who has produced ______________________ as identification.

PRINT/TITLE NAME: _______________________
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _______________
Serial No., if any: _______________
RESOLUTION

ON MOTION of Commissioner ____________________________, seconded by Commissioner ____________________________, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 46, Section No. 11130, F.P. No. 238275 3, in Lake County, Florida; and

WHEREAS, it is necessary that certain easement rights now owned by the City of Mount Dora, Florida, be subordinate to the rights of the State of Florida Department of Transportation; and

WHEREAS, said subordination is in the best interest of the City; and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Mount Dora, Florida, that the application of the State of Florida Department of Transportation for a subordination of utility interest, or interests, is for transportation purposes which are in the public or community interest and for public welfare; that a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, in Deland, Florida, should be drawn and executed by ____________________________, on behalf of this Board of City Commissioners.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 719 South Woodland Blvd., DeLand, Florida, 32720-6834.

STATE OF FLORIDA

COUNTY OF _________

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of City Commissioners of ________, Florida, at a meeting held on the ______ day of __________________, ________.

____________________________________
Clerk, Board of City Commissioners
City of Mount Dora, Florida
PERPETUAL UTILITY EASEMENT

THIS EASEMENT made this 9th day of March, 2012, by Sunset Hill Groves, a Florida General Partnership (hereinafter "Grantor"), whose mailing address is P.O. Box 256, Mount Dora, Florida 32756-0256, to the City of Mount Dora, a political subdivision of the State of Florida, whose address is 510 North Baker Street, Mount Dora, FL 32757, its successors and assigns, (hereinafter "Grantee").

WITNESSETH: That the Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, its successors, assigns, licensees, an exclusive perpetual easement, as described and illustrated below, ("Easement"), which is on, over, under, upon, through and across the property situated in Lake County, Florida, more particularly described as:

See attached Legal Description and Sketch of Description attached as Exhibit "A" ("Easement Area")

for underground potable water, reclaimed water, and sanitary sewer line facilities, including but not limited to, the right to clear, excavate, construct, operate, inspect, maintain, repair, replace and/or remove said facilities, hereafter within said Easement Area, such Easement to include the right of ingress and egress over and across said Easement Area for the purposes of constructing, installing, and maintaining said facilities and other incidents which the Grantee may deem necessary or convenient in connection therewith.

The Grantor retains all other rights to the use of the area subject to the Easement granted hereby, which is not inconsistent with the use of the Easement Area by the Grantee for the purposes granted hereby. The Easement is subject to all matters of record, the retained rights of the Grantor and whatever other easements, rights, licenses, or grants that are contemporaneous herewith or subsequent hereto, may be granted, or otherwise created by the Grantor, provided that any subsequently created interest does not prevent Grantee from utilizing this Easement for its intended purpose, and Grantor consults in advance with Grantee before granting an easement to any other party over the easement herein.

Mortgagees, if any, holding prior liens on the property shall be required to release such liens, subordinate their positions or join in any conveyance, grant or dedication of the Easement or give to Grantee assurance, by way of a "non-disturbance agreement", that in the event of foreclosure, mortgagee would continue to recognize the ownership and easement rights of Grantee.

TO HAVE AND TO HOLD the same unto said Grantee and its successors and assigns forever and, except as provided herein, the Grantor will defend the title to said lands against all persons claiming by, through or under said Grantor.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.
PARCEL NO. 14
PAGE 2

WITNESSES:

By: David L. Brown
Print name: David L. Brown
Title: Managing Partner

Mailing Address:
BOX 356
MIDDLEBURG, FL

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 9th day of March, 2012, by David L. Brown, the Managing Member of Sunset Hill Groves (check one) a person who is personally known to me or a who produced Florida drivers license as identification.

EDWIN R. BARFIELD
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION NO. 1034531
MY COMMISSION EXPIRES NOV. 15, 2015

Notary Public
Print Name: Edwin R. Barfield
My Commission expires:
Exhibit "A"

SKETCH OF DESCRIPTION
(Not a Field Survey)

LEGAL DESCRIPTION:
Alternate Key Number 1013411

An easement for the construction, maintenance and repair of utilities described as follows:

That part of the following described lands:
The South 100 feet of the East 150 feet of the Southeast 1/4,
less the South 50 feet thereof and less the East 50 feet thereof;

All of the above lying and being in Section 27, Township 19 South, Range 27 East, in Lake County, Florida,
less and except road right-of-way.

Lying within the following described parcel:
The North 25.00 feet of the South 68.00 feet of the Southeast 1/4 of Section Section 27, Township 19 South,
Range 27 East, Lake County, Florida;

AND

West 25.00 feet of the East 65.00 feet of the Southeast 1/4 of Section Section 27, Township 19 South,
Range 27 East, Lake County, Florida.

NOTES:

1. THE SURVEY (AND/OR) REPORT OR THE COPIES THEREOF ARE NOT VALID UNLESS THEY BEAR THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

2. CERTIFICATION IS LIMITED TO PARTIES NAMED HEREON.

3. THE LEGAL DESCRIPTION WAS PREPARED BY THIS SURVEYOR WITH INSTRUCTION PROVIDED BY THE CLIENT.

4. THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 5J-17.052 FAC.

5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, OWNERSHIP OR OTHER MATTERS OF RECORD BY THIS FIRM.

6. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1/40 OR SMALLER.

7. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

8. THIS SKETCH CONTAINS 2 SHEETS AND IS NOT CONSIDERED FULL AND COMPLETE WITHOUT BOTH SHEETS.

CERTIFIED TO:

BRADLEY K. MINNIX, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4409

DATE:

CITY OF MOUNT DORA
SKETCH OF DESCRIPTION
(NOT A FIELD SURVEY)

CONTAINING
2,281 sq. ft.

LEGEND

1B LICENSED BUSINESS
PSM PROFESSIONAL SURVEYOR AND Mapper

UTILITY EASEMENT
E PROPERTY LINE
EDG EDGE OF PAVEMENT
ODR Official Record Book
PG PAGE
P.C. POINT OF CURVATURE
P.T. POINT OF TANGENCY
BC BACK OF CURB
AKA ALSO KNOWN AS
--- DE DEDICATED ELECTRIC
--- SAN SANITARY SEWER
--- S Curv Curv Edge of Water

1 inch - 40 ft.

GRAPHIC SCALE

8/22/11

p. t. Point of Tangency

--- DE Dedicated Electric

--- SAN Sanitary Sewer

--- S Curv Curv Edge of Water

Revised to show approximate dimensions of Easement. 8/22/11
SKETCH OF DESCRIPTION
(NOT A FIELD SURVEY)

LEGAL DESCRIPTION:

Alternate Key Number 1039789

A 25.00 feet wide easement for the construction, maintenance and repair of utilities described as follows:

That part of the following described land:

The East 3/4 of the Southeast 1/4 of the Southeast 1/4; LESS: Commence at the NE corner of said SE 1/4 and run 300'03"E, along East line of the SE 1/4, a distance of 1323.12 feet to the NE corner of the SE 1/4 of the SE 1/4; Thence S89'45"W, along the North line of said SE 1/4 of the SE 1/4, a distance of 40.00 feet to a point on the West right of way of Round Lake Road, said point also being the POINT OF BEGINNING; thence 500'03"E, parallel to the East line of the SE 1/4 and along the West right of way line of Round Lake Road, 660.00 feet; thence 589'45"W, parallel to the North line of the SE 1/4 of the SE 1/4, a distance of 660.00 feet; thence 500'03"E, parallel to the East line of the SE 1/4, a distance of 660.00 feet to a point on the North line of the SE 1/4 of the SE 1/4; thence 589'45"E, along said North line of the SE 1/4 of the SE 1/4, a distance of 660.00 feet to the POINT OF BEGINNING; and LESS:

The South 100 feet of the East 150 feet of the Southeast 1/4, less the South 50 feet thereof and less the East 50 feet thereof. All of the above lying and being in Section 27, Township 19 South, Range 27 East, in Lake County, Florida, less and except road right-of-way.

Lying within the following described parcels:

The North 25.00 feet of the South 68.00 feet of the Southeast 1/4 of Section 27, Township 19 South, Range 27 East, Lake County, Florida;

AND

The West 25.00 feet of the East 85.00 feet of the Southeast 1/4 of Section 27, Township 19 South, Range 27 East, Lake County, Florida;

AND

That part of the West 25.00 feet of the East 572.57 feet of the South 43.00 feet of Southeast 1/4 of Section 27, Township 19 South, Range 27 East, Lake County, Florida, lying Northwesterly of the North line of the right of way of State Road 46.

CERTIFIED TO:

CITY OF MOUNT DORA

STANLEY C. MANN, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4559

DATE:

Page 222 of 259
**SKETCH OF DESCRIPTION**

**NOTES:**

1. THE SURVEY (AND/OR) REPORT OR THE COPIES THEREOF ARE NOT VALID UNLESS THEY BEAR THE SIGNATURE AND ORIGINAAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

2. CERTIFICATION IS LIMITED TO PARTIES NAMED HEREON.

3. THE LEGAL DESCRIPTION WAS PREPARED BY THIS SURVEYOR WITH INSTRUCTION PROVIDED BY THE CLIENT.

4. THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 6J-17.002 FAC.

5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, OWNERSHIP OR OTHER MATTERS OF RECORD BY THIS FIRM.

6. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1/100 OR SMALLER.

7. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

8. THIS SKETCH CONTAINS 2 SHEETS AND IS NOT CONSIDERED FULL AND COMPLETE WITHOUT BOTH SHEETS.

CONTAINING 35,683.1 SQ. FT (TOTAL)
SKETCH OF DESCRIPTION
(NOT A FIELD SURVEY)

LEGAL DESCRIPTION:

Alternate Key Number 1102189

A 25.00 foot wide easement for the construction, maintenance and repair of utilities described as follows:

That part of the following described land:

The East 450 feet of the East 1/2 of the Southwest 1/4 of the Southwest 1/4;
AND
The West 1/4 of the Southeast 1/4 of the Southeast 1/4;
All of the above lying and being in Section 27, Township 19 South, Range 27 East, in Lake County, Florida, less and except road right-of-way.

Lying within the following described parcels:

The North 25.00 feet of the South 68.00 feet of the Southeast 1/4 of Section 27, Township 19 South, Range 27 East, Lake County, Florida.

NOTES:

1. THE SURVEY (AND/OR) REPORT OR THE COPIES THEREOF ARE NOT VALID UNLESS THEY BEAR THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

2. CERTIFICATION IS LIMITED TO PARTIES NAMED HEREON.

3. THE LEGAL DESCRIPTION WAS PREPARED BY THIS SURVEYOR WITH INSTRUCTION PROVIDED BY THE CLIENT.

4. THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 5J-17.052 FAC.

5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, OWNERSHIP OR OTHER MATTERS OF RECORD BY THIS FIRM.

6. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1/120 OR SMALLER.

7. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

8. THIS SKETCH CONTAINS 2 SHEETS AND IS NOT CONSIDERED FULL AND COMPLETE WITHOUT BOTH SHEETS.

CERTIFIED TO:

CITY OF MOUNT DORA

BRADLEY K. MINNIX, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4599
23-UTL04-10/11
March 6, 2015

This instrument prepared by

MARIA TREMBLAY
Under the direction of

FREDRICK W. LOOSE, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 109.4
SECTION 11130
F.P. NO. 238275 3
STATE ROAD 46
COUNTY LAKE

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of __________, ______, by and
between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the
F.D.O.T., and CITY OF MOUNT DORA, a political subdivision of the State of Florida, hereinafter
called City.

WITNESSETH:

WHEREAS, the City presently has an interest in certain lands that have been determined
necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require
subordination of the interest claimed in such lands by City to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the City's facilities relocated if necessary
to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties
hereto, City and F.D.O.T. agree as follows:

City hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all
of its interest in the lands as follows, viz:

PARCEL 109
SECTION 11130
F.P. No. 238275-3

That part of:

*A parcel of land located in the SE 1/4 of Section 27, Township 19 South, Range 27
East, Lake County, Florida, being more particularly described as follows:
Commence at the NE corner of said SE 1/4 and run S 0 degrees 23' 03" E, along the
East line of the SE 1/4, a distance of 1323.12 feet to the NE corner of the SE 1/4 of
the SE 1/4; thence S 0 degrees 45' 08" W, along the North line of said SE 1/4 of the
SE 1/4, a distance of 40.00 feet to a point on the West right of way line of Round
Lake Road, said point also being the POINT OF BEGINNING; thence S 0 degrees
23' 03" W, parallel to the East line of the SE 1/4 and along the West right of way line
of Round Lake Road, 660.00 feet; thence S 89 degrees 45' 08" W, parallel to the
North line of the SE 1/4 of the SE 1/4, a distance of 660.05 feet; thence N 90 degrees
23' 03" W, parallel to the East line of the SE 1/4, a distance of 660.00 feet to a point
on the North line of the SE 1/4 of the SE 1/4; thence N 89 degrees 45' 08" E, along
said North line of the SE 1/4 of the SE 1/4, a distance of 660.05 feet to the POINT OF
BEGINNING; RESERVING UNTO THE GRANTOR HERIN AN INGRESS --
EGRESS EASEMENT described as follows: From the SW corner of the SE 1/4 of
the NE 1/4 of the SE 1/4 of said Section 27, said corner being the POINT OF
BEGINNING, run N 89 degrees 45' 08" E along the North line of the SE 1/4 of the SE
1/4, a distance of 20.00 feet; thence S 0 degrees 23' 03" E, parallel to the East line of
the SE 1/4 of Section 27, a distance of 25.00 feet; thence S 89 degrees 45' 08" W,
parallel to the North line of the SE 1/4 of the SE 1/4 a distance of 48.47 feet; thence N
PARCEL NO. 109.4
SECTION 11130
F.P. NO. 238275 3

0 degrees 23' 03" W 25.00 feet to a point on the North line of the SE ¼ of the SE ¼;
Thence N 88 degrees 45' 08" E along the North line of said SE ¼ of the SE ¼ a
distance of 29.47 feet to the POINT OF BEGINNING.

(Being the lands described in Official Records Book 1577, Page 562, of the Public
Records of Lake County, Florida.)

Being described as follows:

COMMENCE at a found nail and disk with no identification marking the Northeast corner of
Section 27, Township 19 South, Range 27 East, Lake County Florida, as shown on the Florida
Department of Transportation Right of Way Maps for State Road 46, Section 11130, Financial
Project Number 238275-3; thence run 01"57'55" East, along the East line of said Section 27,
distance of 2622.62 feet, to a rail road spike marking the East ¼ corner of said Section 27
and the West ¼ Corner of Section 28, Township 19 South, Range 27 East; thence South
00"23'00" East, along said East line, 1983.15 feet to a point on the Easterly projection of the
Southerly limits of the lands described on Official Records Book 1577, Page 563, recorded in the
Public Records of Lake County, Florida; thence departing said East line, South 89"45'22" West
along said Easterly projection, 40.00 feet to the Existing Westerly Right of Way line of Round
Lake Road as shown on said Right of Way Map and the POINT OF BEGINNING; thence continue
South 89"45'22" West along said Southerly limits, 33.90 feet; thence departing said Southerly
limits, North 04" 07' 09" East, 431.80 feet to said Existing Westerly Right of Way line; thence
South 00"23'00" East, along said Existing Westerly Right of Way line, 430.55 feet to the POINT
OF BEGINNING.

CONTAINING 7,297 square feet, more or less.

This legal description prepared under the direction of:
Joseph C. Di Benedetto, P.L.S.
Florida Professional Land Surveyor No. 5181
McKim & Creed, Inc.
115 East Indiana Ave.
Deland, Florida, 32724

RECORDED

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<td>Easement</td>
<td>07/18/12</td>
<td>Round Lake Christian Church, Inc.</td>
<td>City of Mount Dora, a political subdivision of the State of Florida</td>
<td>4195/1310</td>
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PROVIDED that the City has the following rights:

1. The City shall have the right to construct, operate, maintain, improve, add to,
upgrade, remove, and relocate facilities on, within, and upon the lands described
herein in accordance with the F.D.O.T.'s current minimum standards for such
facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the
time the agreement is executed. Any new construction or relocation of facilities
within the lands will be subject to prior approval by the F.D.O.T. Should the
F.D.O.T. fail to approve any new construction or relocation of facilities by the City or
require the City to alter, adjust, or relocate its facilities located within said lands, the
F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation,
including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall
supersede any contrary provisions, with the exception of the provision herein with
reimbursement rights.
3. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.

4. The City agrees to repair any damage caused by the City to F.D.O.T. facilities and to indemnify to the extent permitted under Florida law the F.D.O.T. against any loss or damage resulting from the City exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
By: ________________
Frank J. O'Dea, P.E.
District Director Of Transportation Development for District Five
719 S. Woodland Blvd
DeLand, Florida 32720

Legal Review
By: ________________
Office of the General Counsel

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this __ day of __________, ____, by Frank J. O'Dea, P.E., District Director of Transportation Development for District Five, who is personally known to me or who has produced ________________________________ as identification.

PRINT/TYPE NAME: __________________________
Notary Public in and for the County and State last aforesaid.
My Commission Expires: ________________________
Serial No., If any: __________________________
IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

CITY OF MOUNT DORA, FLORIDA,
By its Board of City Commissioners

By: ____________________________

Its Chairperson
(or Vice-Chairperson)

SIGNATURE LINE
PRINT/TYNE NAME: ____________________________

SIGNATURE LINE
PRINT/TYNE NAME: ____________________________

STATE OF FLORIDA
COUNTY OF ________________

The foregoing instrument was acknowledged before me this ___ day of __________, ____, by ____________________________, Chairperson (or Vice-Chairperson), who is personally known to me or who has produced ____________________________, as identification.

PRINT/TYNE NAME: ____________________________

Notary Public in and for the
County and State last aforesaid.
My Commission Expires: ____________________________
Serial No., if any: ____________________________
UTL05-09/01
March 6, 2015
This instrument prepared by
MARIKA TREMBLAY
Under the direction of
FREDRICK W. LOOSE, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 109.4
SECTION 11130
F.P. NO. 238275 3
STATE ROAD 46
COUNTY LAKE

RESOLUTION

ON MOTION of Commissioner ___________________________ , seconded by Commissioner ___________________________ , the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 46, Section No. 11130, F.P. No. 238275 3, in Lake County, Florida; and

WHEREAS, it is necessary that certain easement rights now owned by the City of Mount Dora, Florida, be subordinate to the rights of the State of Florida Department of Transportation; and

WHEREAS, said subordination is in the best interest of the City; and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Mount Dora, Florida, that the application of the State of Florida Department of Transportation for a subordination of utility interest, or interests, is for transportation purposes which are in the public or community interest and for public welfare; that a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, in Deland, Florida, should be drawn and executed by ___________________________ , on behalf of this Board of City Commissioners.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 719 South Woodland Blvd., DeLand, Florida, 32720-6834.

STATE OF FLORIDA
COUNTY OF ________

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of City Commissioners of ________, Florida, at a meeting held on the ______ day of ________.

______________________
Clerk, Board of City Commissioners
City of Mount Dora, Florida
CITY OF MOUNT DORA
PUBLIC WORKS
1250 N HIGHLAND ST
MOUNT DORA FL 32757

This instrument prepared by:
Edwin R. Barfield, LLC
Under the direction of:
Kalanit Oded
Shepard, Smith & Cassady, P.A.
2300 Maitland Center Pkwy
Suite 100
Maitland, Fl 32751

PARCEL NO.: 13 (Alt. Key 3777410)
COUNTY: Lake

PERPETUAL UTILITY EASEMENT

THIS EASEMENT made this 16th day of July, 2012 by Round Lake Christian
Church, Inc. (hereinafter “Grantor”), whose mailing address is 31205 Round Lake Road, Mount Dora,
Florida 32757, to the City of Mount Dora, a political subdivision of the State of Florida, whose address is
510 North Baker Street, Mount Dora, FL 32757, its successors and assigns, (hereinafter “Grantee”).

WITNESSETH: That the Grantor, for and in consideration of the sum of One Dollar, and other
valuable considerations paid by the Grantee, the receipt and sufficiency of which is hereby
acknowledged, hereby grants unto the Grantee, its successors, assigns, licensees, an exclusive perpetual
easement, as described and illustrated below, (“Easement”), which is on, over, under, upon, through
and across the property situated in Lake County, Florida, more particularly described as:

See attached Legal Description and Sketch of Description
attached as Exhibit “A” (“Easement Area”)

for underground potable water, reclaimed water, and sanitary sewer line facilities, including but not
limited to, the right to clear, excavate, construct, operate, inspect, maintain, repair, replace and/or
remove said facilities, hereafter within said Easement Area, such Easement to include the right of
ingress and egress over and across said Easement Area for the purposes of constructing, installing, and
maintaining said facilities and other incidents which the Grantee may deem necessary or convenient in
connection therewith.

This Grantor retains all other rights to the use of the area subject to the Easement granted
hereby, which is not inconsistent with the use of the Easement Area by the Grantee for the purposes
granted hereby. The Easement is subject to all matters of record, the retained rights of Grantors and
whatever other easements, rights, licenses, or grants that are contemporaneous herewith or
subsequent hereto, may be granted, or otherwise created by Grantors, provided that any subsequently
created interest does not prevent Grantee from utilizing this Easement for its intended purpose, and
Grantor consults in advance with Grantee before granting an easement to any other party over the
easement herein.

Mortgagees, if any, holding prior liens on the property shall be required to release such liens,
subordinate their positions or join in any conveyance, grant or dedication of the Easement or give to
Grantee assurance, by way of a “non-disturbance agreement”, that in the event of foreclosure,
mortgagee would continue to recognize the ownership and easement rights of Grantee.
TO HAVE AND TO HOLD the same unto said Grantee and its successors and assigns forever and, except as provided herein, the Grantor will defend the title to said lands against all persons claiming by, through or under said Grantor.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

Edwin R. Barfield
(print name)

Charles Robinson
(print name)

By: Wayne Boyd
Print name: Wayne Boyd
Title: chairman Elder

Mailing Address:
31205 Round Lake Rd
Mt. Dora, Fl 32757

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 18th day of July, 2012 by
Wayne C. Boyd, the Chairman of
Round Lake Christian Church (check one) who is personally known to me or who produced
FL Driver's license as identification.

EDWIN R. BARFIELD
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION NO. EE 145521
MY COMMISSION EXPIRES NOV. 13, 2015

Notary Public
Print Name: Edwin R. Barfield
My Commission expires: 11/13/15
EXHIBIT "A"

SKETCH OF DESCRIPTION
(NOT A FIELD SURVEY)

LEGAL DESCRIPTION:
Alternate Key Number 377410
A 25.00 foot wide easement for the construction, maintenance and repair of utilities described as follows:
That part of the following described land:
A parcel of land located in the SE 1/4 of Section 27, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:
Commence at the NE corner of said SE 1/4 and run 500'23'03"E, along East line of the SE 1/4, a distance of 1323.12 feet to the NE corner of the SE 1/4 of the SE 1/4; Thence 589'45"08"W, along the North line of said SE 1/4 of the SE 1/4, a distance of 40.00 feet to a point on the West Right of way of Round Lake Road; said point also being the POINT OF BEGINNING; thence 500'23'03"E, parallel to the East line of the SE 1/4 and along the West right of way line of Round Lake Road, 660.00 feet; thence 589'45"08"W, parallel to the North line of the SE 1/4 of the SE 1/4, a distance of 660.00 feet to a point on the North line of said SE 1/4 of the SE 1/4; thence 589'45"08"E, along said North line of the SE 1/4 of the SE 1/4, a distance of 660.05 feet to the POINT OF BEGINNING.
Lying within the following described parcel:
The West 25.00 feet of the East 65.00 feet of the Southeast 1/4 of Section 27, Township 19 South, Range 27 East, Lake County, Florida.

NOTES:
1. THE SURVEY (AND/OR) REPORT OR THE COPIES THEREOF ARE NOT VALID UNLESS THEY BEAR THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. CERTIFICATION IS LIMITED TO PARTIES NAMED HEREON.
3. THE LEGAL DESCRIPTION WAS PREPARED BY THIS SURVEYOR WITH INSTRUCTION PROVIDED BY THE CLIENT.
4. THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 5J-17.052 FAC.
5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, OWNERSHIP OR OTHER MATTERS OF RECORD BY THIS FIRM.
6. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1/100 OR SMALLER.
7. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.
8. THIS SKETCH CONTAINS 2 SHEETS AND IS NOT CONSIDERED FULL AND COMPLETE WITHOUT BOTH SHEETS.

CERTIFIED TO:

CITY OF MOUNT DORA

BRADLEY K. MINNIX, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4559

DATE:
SKETCH OF DESCRIPTION
(NOT A FIELD SURVEY)

CONTAINING
18,079.2 SQ. FT

ALTERNATE KEY #3777413
FIRST CHRISTIAN CHURCH OF MT. DORA INC.
3100 ROUND LAKE RD
MT DORA, FL 32757
OIN 1077, PG 0862

LEGEND

1. LICENSED BUSINESS
2. PROFESSIONAL SURVEYOR AND MAPPER
3. ELECTRIC/UTILITY EASEMENT
4. PROPERTY LINE
5. EDGE OF PAVEMENT
6. ORG OFFICIAL RECORD BOOK
7. PG PAGE
8. P.L. POINT OF CURVATURE
9. P.T. POINT OF TANGENCY
10. DC BACK OF CURB
11. AKA ALSO KNOWN AS
12. POB POINT OF BEGGINING
13. POC POINT OF COMMENCEMENT
14. (O) DESCRIPTION

GRAPHIC SCALE
1 inch = 100 ft

Revised to clarify a description tie on 40' line. 8/22/11

SHEET 2 OF 2
DATE:       June 21, 2016

TO:         Mayor and City Council

FROM:       John Peters, Public Works & Utilities Director

VIA:        Kim Leinbach, City Manager

RE:         First Baptist Church Shelter Agreement

Recommendation: Staff recommends that City Council approve the First Baptist Church Shelter Agreement so it can go into effect on June 21, 2016.

References/Support: N/A

Background/Information: The City entered into a shelter agreement with First Baptist Church (FBC) on June 20, 2006. Under the original agreement, the FBC will set aside a separate space for City personnel and their families in the Family Ministry Center building during emergency events such as a hurricane. In return, the City agreed to install and maintain a 200 kW generator on the building to supply power during outages. The FBC will provide common kitchen and restroom facilities and basic care to City employees. The original agreement had a five year term and was subsequently extended for an additional five years.

The attached First Baptist Church Shelter Agreement replaces the original agreement which expires on June 20, 2016. The new Shelter Agreement has the essentially the same provisions as the original agreement, but now allows the City to use the FBC parking lot for vehicles and equipment. The initial term would be five years with an option to renew for additional five year increments.

The Shelter Agreement is essential for the City to be able to provide a safe facility for its employees to work out of during and after a hurricane. Hurricane season started on June 1 and there have already been three named storms this year. Having the Shelter Agreement in place is especially important since the existing Public Works building on Highland Street is not suitable for housing or feeding employees.

Staff recommends timely approval. The Shelter Agreement has been agreed to by the First Baptist Church and has been reviewed by the City Attorney.

Attachments: First Baptist Church Shelter Agreement
AGREEMENT

THIS AGREEMENT is entered into as of the ____ day of ____________, 2016 between THE CITY OF MOUNT DORA, FLORIDA, a Florida municipal corporation, (the “City”), and THE FIRST BAPTIST CHURCH OF MOUNT DORA, INC., the owner of the real property which is subject of this Agreement (the “Owner”).

The terms and conditions of this Agreement shall run with the real property as such is described in Exhibit “A”.

BACKGROUND

Owner is the current record owner of that certain real property located in Lake County, Florida more particularly described in Exhibit “A” attached hereto and made a part hereof by reference (the “Property”). Owner uses the property as a sanctuary, learning, fellowship and recreational facility and plans to use the property for emergency shelter. City desires to use the property in times of emergency for the shelter of its employees and their families.

Owner and City are entering into this Agreement to set forth the terms and conditions under which Owner will allow City to use the Property in times of a declared emergency for the shelter of its employees and their families. The obligations set forth and provided for in this Agreement shall not be personal to the Owner, but shall run with the land.

PRIOR AGREEMENTS

This Agreement represents the full and complete agreement and understanding between the parties regarding the Property. All prior written or oral agreements regarding the Property between the parties, or their predecessors in interest, are hereby declared to be null and void.
In consideration of the foregoing and of the parties' respective rights and obligations set forth herein, Owner and City agree as follows:

**PROPERTY USE**

1. **Use of Shelter.** Owner shall allow City non-exclusive use of the Property as a secure facility shelter City employees and their families during times of a declared local state of emergency. In this regard, Owner will provide separate sleeping facilities for City employees and their families in the “Study Center” area of the shelter in its Family Ministry Center building. Owner will provide parking spaces for City vehicles and equipment during the emergency. The Owner will provide common kitchen and restroom facilities at the shelter and be responsible for providing basic care to City employees and their families. It is understood by the parties that the facility is not currently a certified Impact Red Cross Shelter.

2. **Supplies.** Owner will provide the necessary disposable supplies for the operation of the shelter.

3. **Generator.** City has installed a 200 kW generator and manual transfer switch for the Owner’s Family Ministry Center building. Nothing contained herein shall prevent Owner or City from providing or sharing resources to replace or upgrade any generator or transfer switch installed at the site. In the event a generator or transfer switch fails, City shall be under no obligation to replace the failed generator or transfer switch. Likewise, in the event a generator or transfer switch fails, Owner shall decide whether the facility will be operated as a shelter, and the extent of any such operation. City shall be responsible for the routine maintenance of any installed generator and transfer switch and the provision of fuel for its operation.

4. **Costs.** Owner shall be responsible for all operating costs of the shelter, and will not seek reimbursement from City for the same. However, the costs for any supplies or provisions
utilized or consumed by the City employee and family evacuees during the time of shelter that are not reimbursed through any applicable disaster assistance from Local, State or Federal agencies shall be reimbursed by City upon presentation of proper documentation.

5. **Post Event Planning.** In the event the property is used as a shelter under the terms of this agreement, Owner agrees to participate in City’s disaster event debriefing and to provide a written report on the impacts of sheltering the City employees and evacuees.

**GENERAL PROVISIONS**

6. **Incorporation of Exhibits.** All Exhibits attached to this Agreement are incorporated herein by references. Notwithstanding, should the terms of any Exhibit conflict with or be inconsistent with any term of this Agreement, the terms of this Agreement shall govern.

7. **Waiver.** No waiver or any provision hereof shall be effective unless executed in writing by the party alleged to have made the waiver. No waiver of a provision hereof shall constitute a continuing waiver unless designed as such. A party’s forbearance to enforce any available rights or to exercise any available remedy, or to insist upon strict compliance herewith, shall not be deemed a waiver or forfeiture of such rights, remedies or strict compliance. Such forbearance shall not estop that property from exercising all available rights and remedies, or from requiring strict compliance in the future.

8. **Severability.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable, that provision shall be deleted from this Agreement without affecting in any respect whatsoever the validity of the remainder of this Agreement.

9. **Cumulative Remedies.** Remedies provided to the parties by this Agreement, by law and by any instrument or document executed pursuant to the Agreement, are cumulative. No remedy shall be exclusive of any other remedies allowed to the parties by this Agreement, in
equity, by law, by any instrument or document executed pursuant hereto, or by any other source. A party’s exercise of any particular remedy shall not preclude that party from exercising one or more additional or alternative remedies.

10. **Contacts.** Each party shall designate a primary and secondary contact person for coordination and communication regarding this contract. Such designation shall be in writing.

11. **Assignability.** Owner may assign this Agreement or any of Owner’s rights hereunder to subsequent transferees of the Property or portions thereof. City may not assign its rights or obligations hereunder.

12. **Attorney’s Fees.** If it becomes necessary for either party to take action, including legal action, to enforce this Agreement, then the nonprevailing party in such action shall pay the reasonable costs and attorney’s fees, including reasonable costs and attorney’s fees of appellate proceedings, incurred by the prevailing party in such action.

13. **Persons Bound.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors-in-interest or assigns.

14. **Captions.** The captions to the provisions of this Agreement are for convenience and reference only, and are not intended to limit, explain, augment, or otherwise affect the substance or scope of the provisions, nor to imply the parties’ intent.

15. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall be in Lake County, Florida.

16. **Construction.** Whenever the context permits or requires, the use of the singular in this Agreement shall include the plural, and the plural shall include the singular. Any reference herein to one gender shall likewise apply to the other gender and the neuter; and any reference
herein to the neuter shall refer likewise to one or both genders. Any reference herein to a person shall include trusts, partnerships, corporations, and any other entity as appropriate.

17. **Force Majeure.** If the performance required of either party under this Agreement is, without fault of that party, delayed by act of God, civil commotion, federal, state or judicial actions, strikes, lock-outs, labor disputes, the conduct of any person not a party hereto, or any other cause without fault to and beyond the control of the obligated party (financial inability excepted), then that party shall be excused from such performance for the period of the occurrence causing the delay, but shall promptly remedy any such conditions.

18. **Effective Date.** The effective date of this Agreement shall be the last date of execution of the signatures required hereunder.

19. **Amendments.** Any amendment to this Agreement is not effective unless the amendment is in writing and signed by all parties.

20. **Term.** The initial term of this Agreement shall be for a period of 5 years, the option to renew for additional 5-year increments with the mutual consent of the parties. If an installed generator is replaced by City with a more reliable or better operating generator, then, in that event, the term then remaining, including an extensions, shall be increased by an additional 5 years.

21. **Indemnification.** Each party hereto, agrees with respect to any suit or claim for damages resulting from any and all acts, omissions, or conduct of such party’s own employees, agents or assigns, to hold harmless, defend, and indemnify the other participating parties and their employees, agents and assigns, subject to provisions of Section 768.28, Florida Statutes, where applicable. Provided, however, the indemnifying party shall have control of the defense of any suit or claim to which said duty to indemnify applies. Such indemnification shall be limited to the sum
of $100,000 to any one person and $200,000 for any and all claims or judgments arising out of the same incident or occurrence.

ATTEST:

Charles A. Holcomb,  
Secretary/ Director

Randy Mundt,  
Director

ATTEST:

Gwen Johns  
City Clerk

Nick Girone  
Mayor

For the use and reliance of City of Mount Dora only.  
Approved as to form and legal sufficiency.

Lonnie N. Groot, Esquire  
City Attorney
EXHIBIT A

BLOCK 338 AND BLOCK 337, TOWN OF MOUNT DORA, AS RECORDED IN PLAT BOOK 3, PAGES 37 – 43, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA

AND

THE WEST 155 FEET OF THE NORTH 185 FEET OF BLOCK 344, TOWN OF MOUNT DORA, AS RECORDED IN PLAT BOOK 3, PAGES 37 – 43, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA

AND

THE EAST 150 FEET OF THE SOUTH 102.5 FEET OF THE NORTH 185 FEET OF BLOCK 344, TOWN OF MOUNT DORA, AS RECORDED IN PLAT BOOK 3, PAGES 37 – 43, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA

AND

THE NORTH 180 FEET OF BLOCK 343, TOWNOF MOUNT DORA, AS RECORDED IN PLAT BOOK 3, PAGES 37 – 43, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA
DATE: June 21, 2016
TO: Mayor & City Council
VIA: Kim Leinbach, Interim City Manager
FROM: Roy Hughes, Parks & Recreation Director
RE: Consideration to Approve the 2016 Mount Dora Seafood Festival

Recommendation:
Move to approve the road closure of Edgerton Court for the 2nd Annual Mount Dora Seafood Festival on Friday, August 26th after 4 PM through Sunday the 28th of 2016.

Reference:
- Event Application
- Special Event Plan

Coordination:
City Manager
Finance
Fire
Library
Parks & Recreation
Utilities & Public Works

Budgetary Impact:
This event is produced by Visit Mount Dora. The applicant will reimburse the City for all services and fees associated.

Discussion:
This marks the second year for the Mount Dora Seafood Festival which will be produced by Visit Mount Dora. The event hours for the two day event would be: Saturday, August 27th from 11am to 9pm and Sunday, August 28th from 11am to 5pm. The event sponsor will once again feature vendors from the current market that offer seafood, beer and wine sales, and live entertainment for both days. The projected attendance for the weekend’s event would be over 5,000 for both days which should benefit the downtown merchants. Visit Mount Dora has also agreed to partner with Pisces Rising and the Island Grove Wine Company whom will provide full alcohol service that includes: liquor, beer and wine for both days.
Staff has met with the President of the Mount Dora Lawn Bowlers Association and has made arrangements to reserve the lower level of the Parking Garage for the organization’s bowlers on Saturday morning.

I respectfully submit for your consideration and approval for the 2016 Mount Dora Seafood Festival.

Cc: Stephanie Haimes, Library Director
    Skip Kerkhof, Fire Chief
    John O'Grady, Police Chief
    John Peters, Public Works & Utilities Director
    Mike Sheppard, Finance Director
**Special Event Application Form**

Submitted On: Apr 7, 2016 @ 12:58PM  Submitted By:

| Name of Event: | Mount Dora Seafood Festival |
| Set-Up Date: | 8/26/2016 |
| From (Time): | 5pm |
| To (Time): | 8pm |
| Event Location: | Simpson Cove, Edgerton Court & Evans Park |
| Event Day 1 - Date: | 8/27/2016 |
| From (Time): | 11am |
| To (Time): | 9pm |
| Event Day 2 - Date: | 8/28/2016 |
| From (Time): | 11am |
| To (Time): | 5pm |
| Event Day 3 - Date: | |
| From (Time): | |
| To (Time): | |
| Event Day 4 - Date: | |
| From (Time): | |
| To (Time): | |
| Break-Down Date: | 8/28/2016 |
| From (Time): | 5pm |
| To (Time): | 7pm |
| Estimate Number of Participants: | 100 |
| Estimate Number of Spectators: | 5,000 |
| Estimate Number of Vehicles: | 60 |
| Estimate Number of Vessels (For Boating Events Only): | |
| Sponsoring Organization's Name: | Visit Mount Dora, Inc. |
| **Address:** | PO Box 378  
Mount Dora  
FL  
32756 |
<table>
<thead>
<tr>
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<tbody>
<tr>
<td><strong>Type of Organization:</strong></td>
<td>Not For Profit</td>
</tr>
<tr>
<td><strong>Provide Federal Tax ID or Tax Exempt Number if you are a Profit or Not for Profit Organization:</strong></td>
<td>59-2968075</td>
</tr>
</tbody>
</table>
| **Primary Contact:** | Brian  
Young |
| **Phone Number:** | 3522175072 |
| **Primary Contact Email:** | ybr22@gmail.com |
| **Secondary Contact:** | Janet  
Gamache |
| **Phone Number:** | 3522178390 |
| **Secondary Contact Email:** | visitmountdora@gmail.com |
| **Is your event:** | Public |
| **What is the cost for the attendee:** | Free attendance with limited VIP tickets for concert Saturday night (300 tickets) |
| **A. How often will this event occur:** | Annually |
| **B. What kind of event are you hosting:** | Exhibit/Festival |
| **C. At your event, you will offer:** | Food Trucks *Permit Required  
Food Vendors Cooking *Permit Required  
Food/Beverage (Non-Cooking)  
Alcohol Sales *Permit Required  
Inflatable Devices  
Merchandize Sales  
Large trailers  
Lighting  
Sound equipment  
Tents  
Generator(s)  
Stages / Props/ Production Equipment |
| **D. Are you bringing in any special equipment such as:** | How much does your trailer weigh?:  
2500 lbs+  
What is the size of your tent(s)?:  
10x10  
How many generators?:  
6  
Potable water  
Connection(s) for electric power  
Trash Cans/Barrels |
| **E. Do you need the City to provide or make available, at additional fee(s), any of the following:** |
How many Trash Cans/Barrels are needed?: 
How many Special Event Garbage Boxes are needed?:

F. List any streets, parks or facilities requiring closure:

H. Please provide a detailed description of the event:
You may draw a sketch in this box:

What is your financial plan for covering all event costs?

How does your event benefit the general welfare of the City?

What is the media or publicity campaign planned for this event?

Signature Data:

Date: April 07, 2016 12:58 PM

TBD

Edgerton Court Elizabeth Evans Park Public Parking lot at Tremain St. and Baker St. (exhibitor parking)

2nd annual Mount Dora Seafood Festival featuring two days of seafood and entertainment. Event map pending. Potentially both sides of Edgerton Court will be used for exhibitors/vendors and food trucks and tents. We will also use the traffic circle for placement of food trucks and tents. Lakeside Inn may participate by hosting vendors/exhibitors on its private property.

Sponsorship, exhibitor booth fees and cash-on-hand.

Draws thousands of people to town during the month when visitors are most needed to stimulate the local economy.

Radio, television, print and Internet. The coverage area will be all of Central FL with a focus on Metro Orlando area.

Name:
First Name: Don
Last Name: Stuart

Email:
Email Address: visitmountdora@gmail.com

Don Stuart
Food Truck Permit

Submitted On: Apr 7, 2016 @ 12:50PM  Submitted By:

Event Sponsor: Visit Mount Dora, Inc.
Food Vendor Coordinator: Golden Gate Foods, Inc. - Felice Firestone
Business Address: C/O DEAN SCHUMM 1172 SW 30TH STREET
Suite 400
Palm City
FL
34990
Business Representative: Felice Firestone
Business Phone Number: 2489432626
Event Name: Mount Dora Seafood Festival
Event Date(s): 8/27/2016 & 8/28/2016

Please check all of the following items that will be used at the event:
Cooking Appliance(s)
Portable Generator(s): Gas/Propane/Diesel

Name:
First Name: Felice
Last Name: Firestone
Email:
Email Address:

Signature Data:

Felice Firestone
Mount Dora Seafood Festival
August 27, 2016  11AM-11PM
August 28, 2016  11AM-5PM

Site Manager Brian Young (352)217-5072
Exhibitor Coordinator Janet Gamache (352)217-8390
Food Vendor Coordinator Felice Firestone (248)943-2626
# Mount Dora Parks & Recreation Department
## Special Event Plan

### 2016 Mount Dora Village Market Seafood Festival

<table>
<thead>
<tr>
<th><strong>Type of Event:</strong></th>
<th>Seafood Festival</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Location of Event:</strong></td>
<td>Edgerton Court, Evans Park &amp; Simpson Cove</td>
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</table>
| **Duration of Event:**   | August 27, 2016 (Saturday): 11am to 9pm  
                          | August 28, 2016 (Sunday): 11am to 5pm                |
| **Alcohol Sales:**       | Beer and Liquor by Pisces Rising in Evans Park only  
                          | Wine by Island Grove Winery                           |
                          | Hours of sales:                                      |
                          | (Saturday) 11am – 8:30pm & (Sunday) 11am- 4:30pm     |
| **Food Trucks:**         | List provided to Fire Inspector.                      |
| **Special Hazards:**     | Increased pedestrian traffic                          |
| **Barricaded streets:**  | Edgerton Court                                        |
| **Designated one-way streets:** | N/A                                                  |
| **Detoured Traffic:**    | None                                                  |
| **Manned Traffic Control Points:** | Edgerton Court Road Closure                           |
| **Estimated pedestrian traffic:** | 5,000 (2 day event)                                   |
| **Special parking areas:** | Baker & Tremain Parking Lot (Reserved for Vendors)   |
| **Estimated spectator population:** | 5,000 (2 day event)                                  |
| **Estimated participants:** | 60                                                   |
| **Anticipated crime problems:** | No specific problems anticipated.                    |
| **Personnel requirements:** | Supervisor with (2) Police Officers & Code Enforcement  
                          | Fire Inspector & (1) Parks Employee.                  |
| **Designated no parking areas:** | Edgerton Court (Event Area)                           |
Mount Dora Parks & Recreation Department
Special Event Plan

Coordination with City Departments:

Police: (3) Police Officers/Code Enforcement.

Fire: EMS and Fire support from Station. A food vendor list will be provided four weeks out from the event. Sponsor will assure that inspections will all be met by participating food vendors. Fire Inspector will be needed for inspection of food vendors with tents.

Electric: Park Electricity provided at concrete pad and surrounding receptacles.

Parks & Recreation: Provide additional trash receptacles at Simpson Cove, Evans Park and on Edgerton Court. Treat event area for fire ants and tripping hazards. Stake “No Parking, After 2 PM” signs on 08/26/16; on Edgerton Court. Also stake “No Parking” signs on following streets:
• Grandview St, between 5th and Liberty Ave.
• Tremain St, between 5th and Liberty Ave.
• 3rd Ave, between Tremain and McDonald St.

Public Works: Have event area sprayed for mosquitos prior to event.

Coordination with other Agencies:
Contact will be made with the Lake County Sheriff’s Office & Lake Sumter EMS

Advising Event Sponsors of Personnel and Equipment Costs:
Projected costs outlay will be presented to event sponsor.

Furnishing Event Sponsors with Permits (Where Applicable):
A Special Event Application form has been completed and is Attached to the Event plan.