

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Second Amended and Restated Villages ARD Franchisees Ordinance

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity:
Effective Date: Termination Date:
Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

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

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

ORDINANCE NO. O2022-43

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 7. GRANT OF FRANCHISES.

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

For the Water System, Franchisee is authorized to:

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

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

For the Wastewater System, the Franchisee is authorized to:

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

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

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

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

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

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

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

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

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

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

For the Water System, Franchisee is authorized to:

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

For the Wastewater System, the Franchisee is authorized to:

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

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

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

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

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

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

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

For the Water System, Franchisee is authorized to:

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

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

For the Wastewater System, the Franchisee is authorized to:

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

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

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

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

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

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

SECTION 8. INDEMNIFICATION; INSURANCE.

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

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

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

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

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

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

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

SECTION 10. PAYMENTS TO THE CITY.

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

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

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

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

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

SECTION 12. RATES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As To Franchisees:

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

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

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

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

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

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

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

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

With Copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 25. EFFECTIVE DATE. This Ordinance granting a franchise to Franchisee shall take effect immediately upon becoming a law; provided, however, this Ordinance shall become effective only upon the written acceptance of Franchisee as all provided in Sections 15 and 16 hereinabove.

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

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

City Attorney

**FRANCHISE AREA
AMENDED & RESTATED
JUNE 2022**

PARCEL 1

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

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

ALSO LESS: THE EAST 420.00 FEET THEREOF;

TOGETHER WITH:

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

AND:

PARCEL 2

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

SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

AND:

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

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

AND:

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

AND:

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

LYING SOUTH OF STATE ROAD NO. 44;

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

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

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

LESS AND EXCEPT:

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

ALSO LESS AND EXCEPT:

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

AND:

PARCEL 3

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

AND:

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

AND:

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

AND:

PARCEL 4

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

AND:

PARCEL 5

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

AND LESS AND EXCEPT:

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

OF SUMTER COUNTY, FLORIDA.

SAID PROPERTIES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(LIFT STATION NO.1)

COMMENCE AT THE SOUTHWEST CORNER OF TRACT D, HEARTY HOST LAKE RESORT, AS RECORDED IN PLAT BOOK 3, PAGES 57 AND 57A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N89°38'01"E, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID TRACT D, A DISTANCE OF 158.08 FEET; TO THE POINT OF BEGINNING, SAID POINT BEING 1.0 FEET OUTSIDE OF A 4-FOOT TALL FIELD FENCE SURROUNDING LIFT STATION SITE AND IMPROVEMENTS; THENCE N09°29'23"W, PARALLEL TO SAID FENCE A DISTANCE OF 27.69 FEET; THENCE CONTINUE PARALLEL TO AND 1.0 FEET OUTSIDE OF THE PERIMETER FENCE THE FOLLOWING COURSES AND DISTANCES: N77°35'26"E, A DISTANCE OF 48.35 FEET; S21°59'07"E, A DISTANCE OF 49.47 FEET; S81°26'05"W, A DISTANCE OF 59.00 FEET; THENCE N09°29'23"W, A DISTANCE OF 17.20 FEET TO THE POINT OF BEGINNING.

AND:

(LIFT STATION NO. 2)

COMMENCE AT THE MOST WESTERLY CORNER OF LOT 13, BLOCK B, OF HEARTY HOST LAKE RESORT, AS RECORDED IN PLAT BOOK 3, PAGES 57 AND 57A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE S53°17'27"W, ALONG A SOUTHWESTERLY PROJECTION OF THE NORTHWESTERLY BOUNDARY OF SAID LOT 13, A DISTANCE OF 8.51 FEET TO THE POINT OF BEGINNING, SAID POINT BEING 1.0 FEET OUTSIDE OF A 6-FOOT TALL PRIVACY FENCE SURROUNDING LIFT STATION SITE AND IMPROVEMENTS; THENCE S35°18'00"E, PARALLEL TO SAID FENCE A DISTANCE OF 5.78 FEET; THENCE CONTINUE PARALLEL TO AND 1.0 FEET OUTSIDE OF THE PERIMETER FENCE THE FOLLOWING COURSES AND DISTANCES; S55°05'17"W, A DISTANCE OF 18.33 FEET; N34°23'34"W, A DISTANCE OF 13.88 FEET; N53°11'59"E, A DISTANCE OF 18.11 FEET; THENCE S35°18'00"E, A DISTANCE OF 8.69 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 6

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

AND:

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

AND:

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

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

AND:

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

AND:

PARCEL 7

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

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

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

AND:

PARCEL 8

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

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

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

AND:

PARCEL 9

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

AND:

PARCEL 10

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

AND:

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

AND:

PARCEL 11

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

AND:

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

AND:

PARCEL 12

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

AND:

PARCEL 13

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

AND:

PARCEL 14

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

AND:

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

AND:

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

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

AND:

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

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

AND:

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

AND:

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

AND:

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

AND:

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

LESS:

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

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

AND:

PARCEL 15

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

AND:

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

AND:

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

AND:

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

LESS:

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

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

TOGETHER WITH:

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

AND:

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

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

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

AND:

PARCEL 16

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

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

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

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

ALSO LESS COUNTY ROAD 470 RIGHT-OF-WAY.

TOGETHER WITH:

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

AND:

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

AND:

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

AND:

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

AND:

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

AND:

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

AND:

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

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

AND:

PARCEL 17

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

AND:

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

AND:

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

AND:

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

LESS:

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

AND TOGETHER WITH:

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

AND:

PARCEL 18

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

AND:

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

AND:

PARCEL 19

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

AND

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

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

TOGETHER WITH:

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

TOGETHER WITH:

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

AND:

PARCEL 20

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

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

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

AND:

PARCEL 21

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

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

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

SECTION 31: ALL

SECTION 32: ALL

SECTION 33: ALL

SECTION 34: ALL

SECTION 35: ALL

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

AND:

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

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

SECTION 3: ALL

SECTION 4: ALL

SECTION 5: ALL

SECTION 6: ALL

SECTION 7: ALL

SECTION 8: ALL

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

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

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

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

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

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

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

THE NW 1/4 OF THE NW 1/4

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

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

THE SE 1/4 OF THE NW 1/4

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

AND:

PARCEL 22

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

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

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

AND:

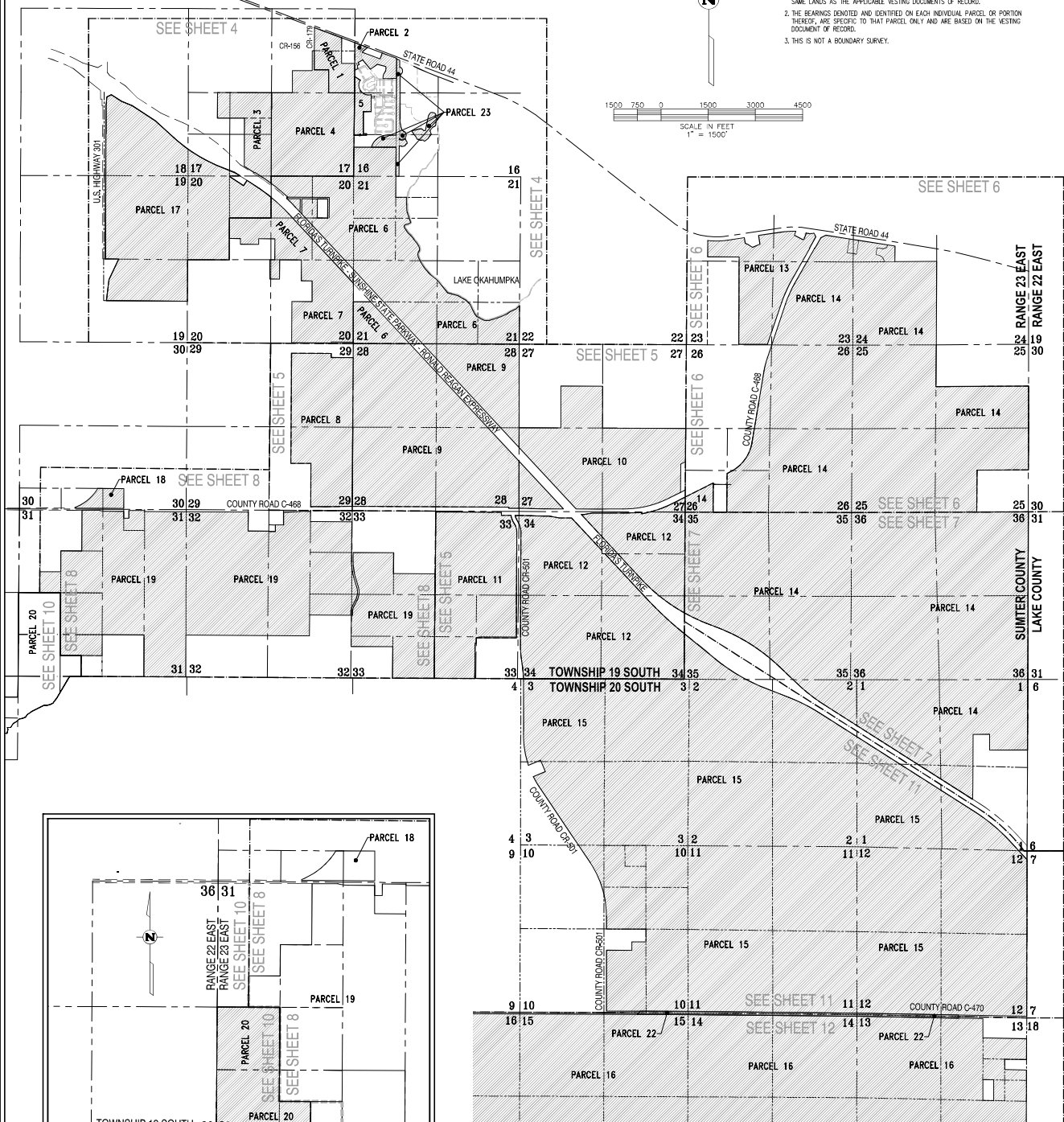
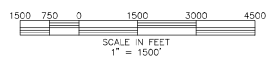
PARCEL 23

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

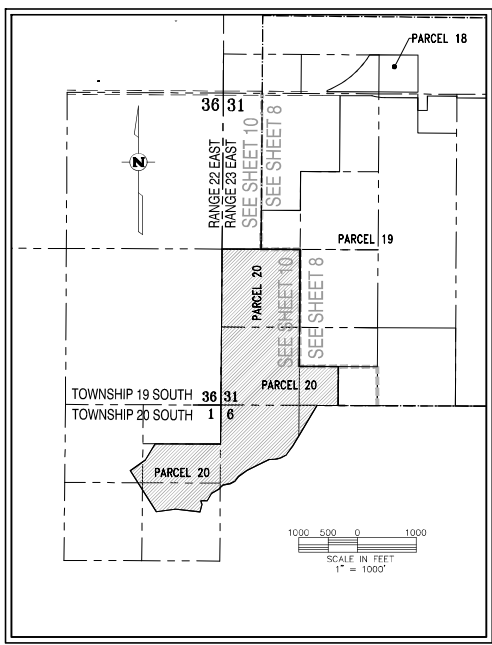
SKETCH OF DESCRIPTIONS

KEY MAP

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




KEY MAP CONTINUED ON SHEET 2



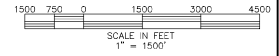
SHEET 1 OF 13	
SKETCH OF DESCRIPTIONS	
IN TOWNSHIP 19 SOUTH, RANGE 23 EAST, TOWNSHIP 20 SOUTH, RANGE 23 EAST AND TOWNSHIP 21 SOUTH, RANGE 23 EAST	
SUMMITER COUNTY, FLORIDA	
FRANCHISE AREA	
AMENDED AND RESTARTED	
CLIENT: VILLAGES LAND COMPANY, LLC.	DATE: 4/25/2022
JOB NO.: 31669.0897	DRAWN BY: BDH/SJW
CHECKED BY: WSB/DH	DATE:
ACAD FILE: APRIL 2022 FRANCHISE AREA ACQUISITIONS	
REVISIONS:	




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

04/20/2022
DATE

SKETCH OF DESCRIPTIONS



KEY MAP

KEY MAP CONTINUED ON SHEET 1

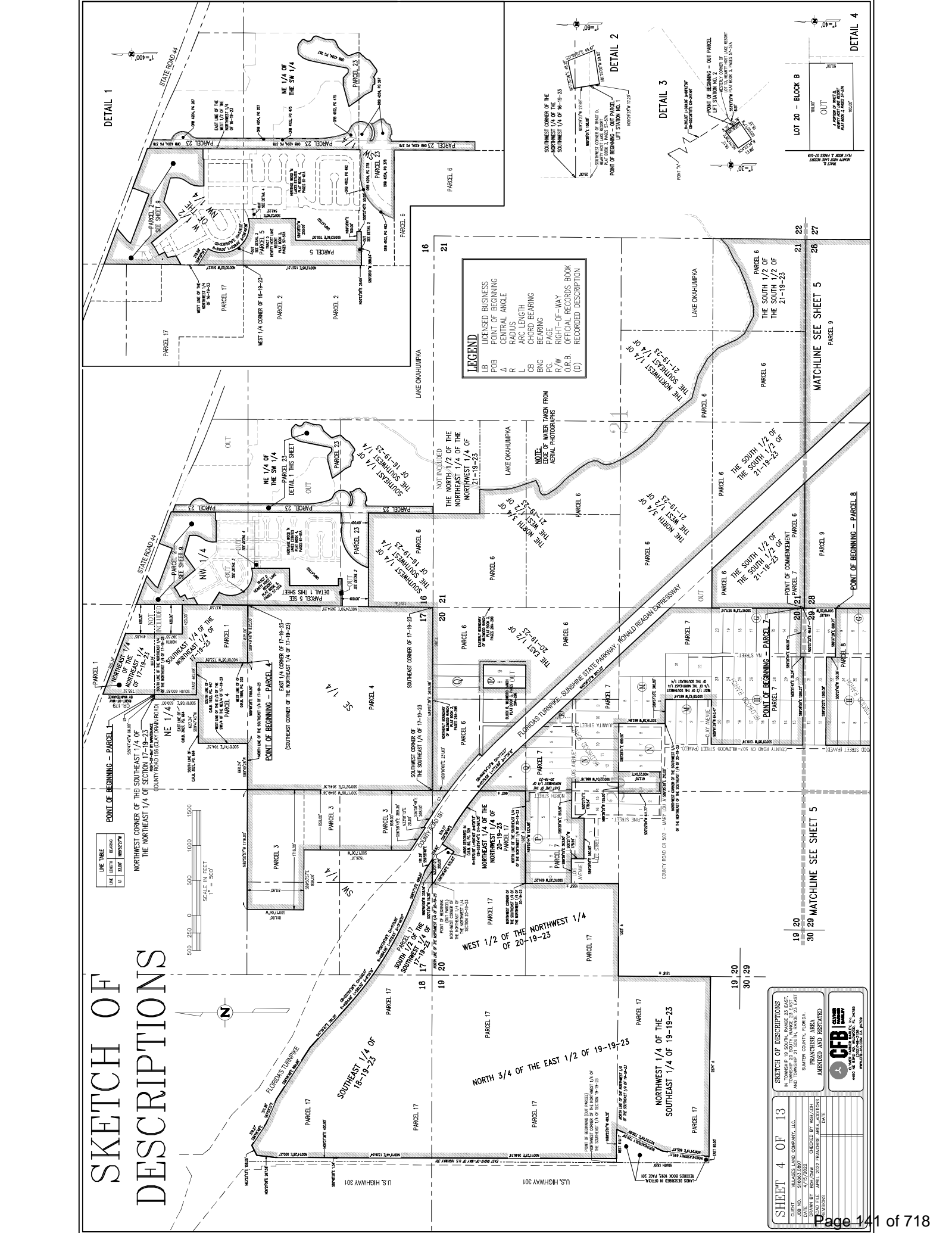


SHEET 2 OF 13		SKETCH OF DESCRIPTIONS	
IN TOWNSHIP 19 SOUTH, RANGE 23 EAST, TOWNSHIP 20 SOUTH, RANGE 23 EAST, AND TOWNSHIP 21 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.			
CLIENT	VILLAGES LAND COMPANY, LLC.	DATE	4/25/2022
JOB NO.	516063.0897	DRAWN BY	RCH/DMW
DATE	4/25/2022	CHECKED BY	WBL/DH
ACAD FILE	APRIL 2022 FRANCHISE AREA ADDITIONS	DATE	
REVISIONS			
		FRANCHISE AREA AMENDED AND RE-STATED	

SKETCH OF DESCRIPTIONS

LINE TABLE		
LINE LENGTH	BEARING	MARK
		LI
		MS
		WSP
		TR

SCALE IN FEET
1" = 500'



LEGEND

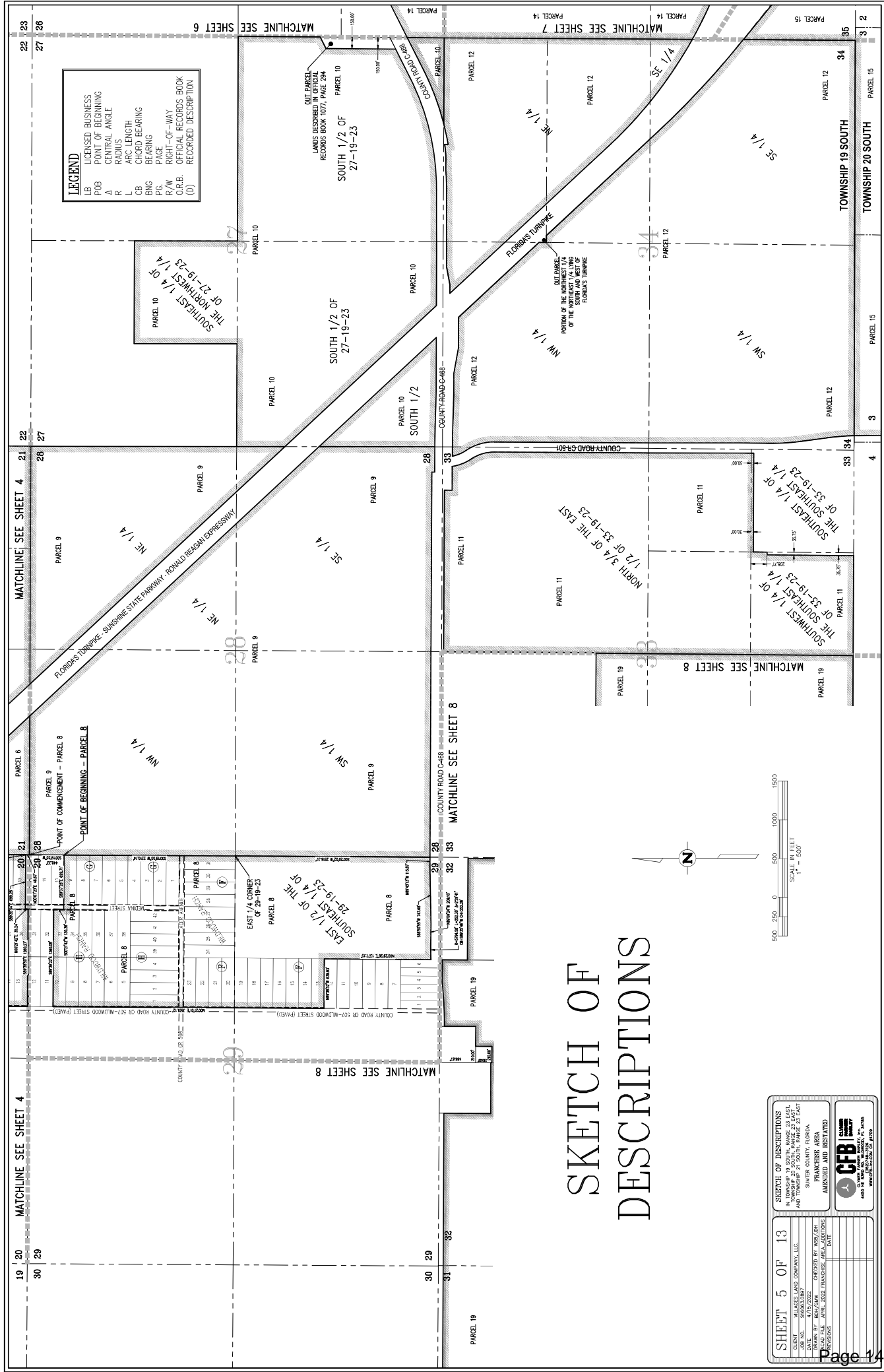
LB LICENSED BUSINESS
 POB POINT OF BEGINNING
 A CENTRAL ANGLE
 R RADIUS
 L ARC LENGTH
 CB CHORD BEARING
 PIG PAGE
 R/W RIGHT-OF-WAY
 O.R.B. OFFICIAL RECORDS BOOK
 (D) RECORDED DESCRIPTION

SHEET 4 OF 13

SKETCH OF DESCRIPTIONS
 IN TOWNSHIP 19 SOUTH, RANGE 23 EAST,
 COUNTY OF SUMNER, FLORIDA,
 SHANTER COUNTY, FLORIDA,
 AND TOWNSHIP 21 SOUTH, RANGE 23 EAST,
 FRANCHISE AREA
 AMENDED AND INSTATED

CLIENT:	VALDES LAND COMPANY, LLC.
DATE:	4/15/2022
DRAWN BY:	ARNA GONZALEZ
REVISIONS:	

CFB
 CHERRY TREE SURVEYING, INC.
 4400 W. STATE ROAD 14, SUITE 200, PALM BEACH GARDENS, FL 33418



LEGEND

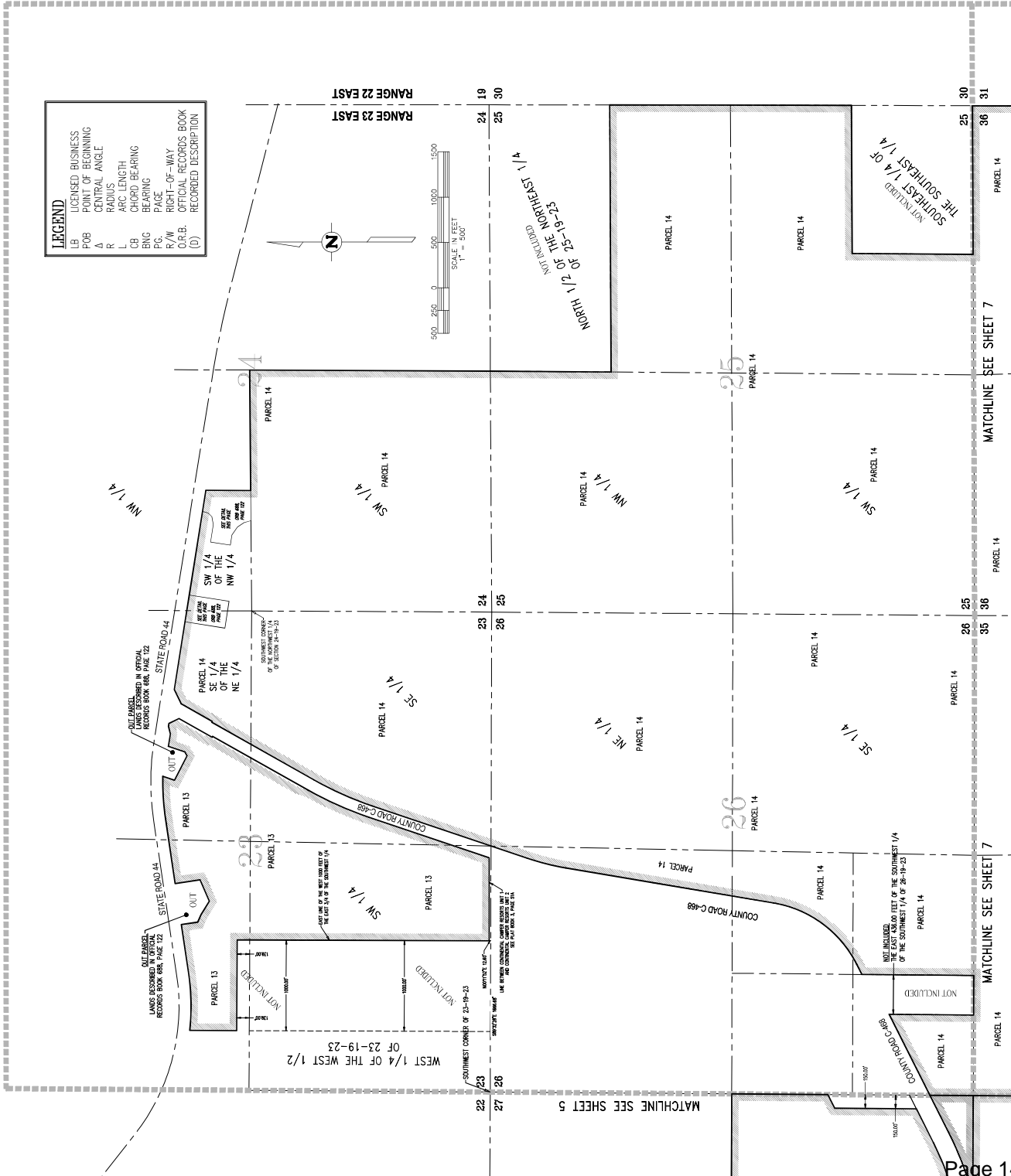
- LB LICENSED BUSINESS
- POB POINT OF BEGINNING
- A CENTRAL ANGLE
- R RADIUS
- L LENGTH
- CB CHANGE BEARING
- PL PLACE
- R/W RIGHT-OF-WAY
- O.R.B. OFFICIAL RECORDS BOOK
- (D) RECORDED DESCRIPTION

SKETCH OF DESCRIPTIONS

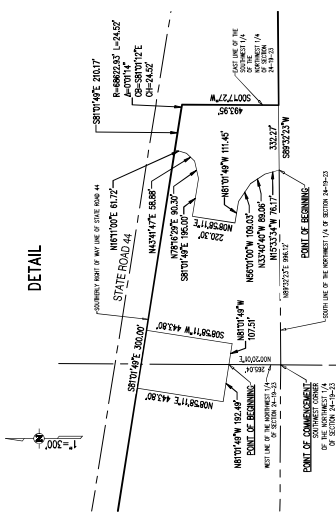
SHEET 5 OF 13		SKETCH OF DESCRIPTIONS	
MILKED LAND COMPANY, LLC.		IN TOWNSHIP 19 SOUTH, RANGE 23 EAST, AND TOWNSHIP 20 SOUTH, RANGE 24 EAST, FRANCHISE AREA, SOUTHERN COUNTY, FLORIDA.	
DATE: 4/15/2022	DESIGNED BY: JESSE	DRAWN BY: JESSE	
SCALE: AS SHOWN	DATE: 4/15/2022	REVISIONS:	
APPROVED BY: [Signature]		DATE: [Date]	
DATE: [Date]		DATE: [Date]	

SKETCH OF DESCRIPTIONS

LEGEND	
LB	LICENSED BUSINESS
POB	POINT OF BEGINNING
Δ	TRIANGLE
R	RADIUS
L	LENGTH
CB	CHORD BEARING
EB	BEARING
PC	PAGE
F/W	RIGHT-OF-WAY
O.E.B.	OFFICIAL RECORDS BOOK
(O)	RECORDED DESCRIPTION



DETAIL



SHEET 6 OF 13

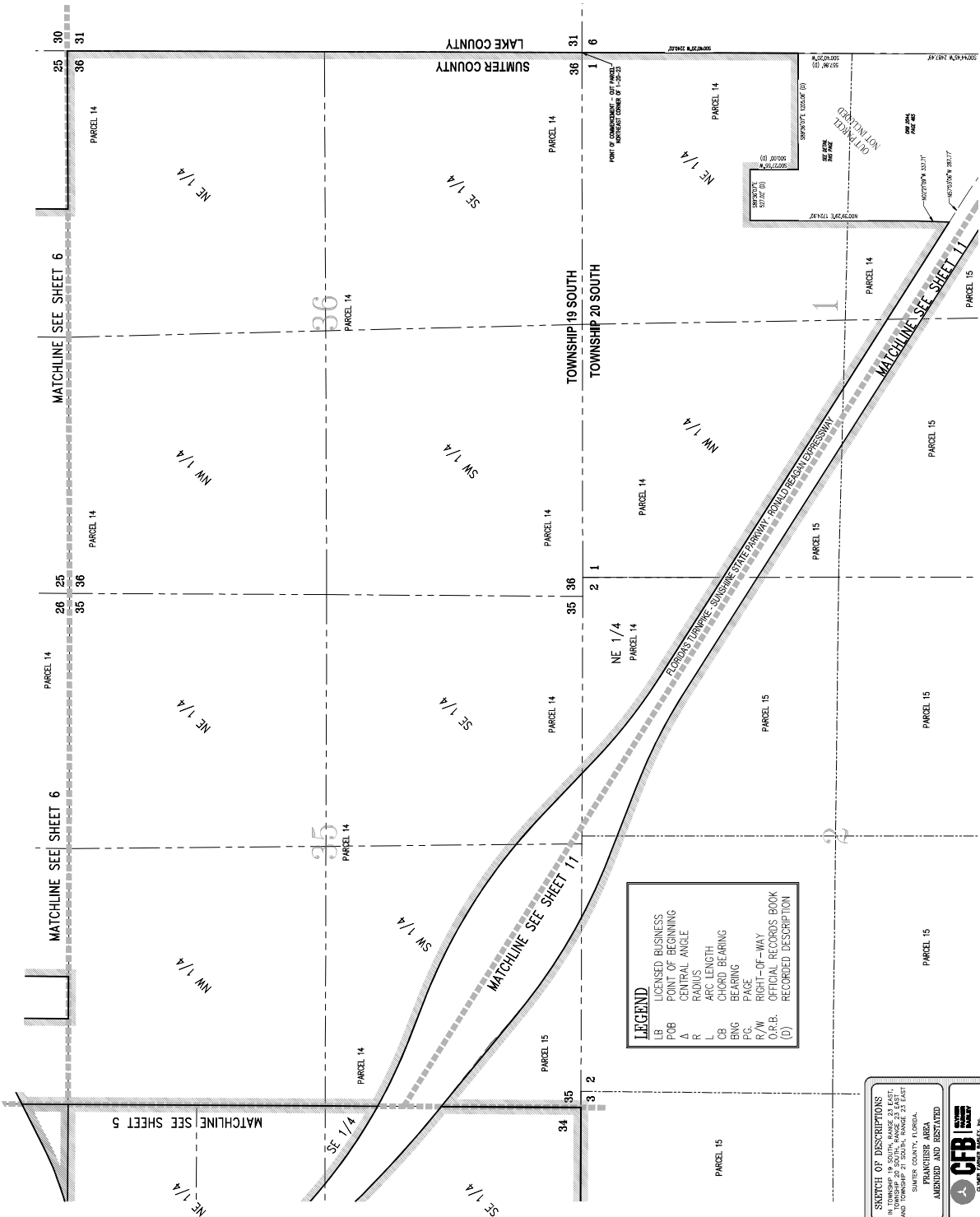
WILKINS LAND COMPANY, LLC
 CASE NO. 4710/2022
 DATE 4/10/2022
 REVISIONS

SKETCH OF DESCRIPTIONS
 N. TOWNSHIP 19 SOUTH, RANGE 23 EAST,
 AND TOWNSHIP 21 SOUTH, RANGE 23 EAST
 SUMNER COUNTY, FLORIDA
 FRANCHISE AREA
 AMENDED AND RESTATED

DATE: _____
 REVISIONS: _____

CFB
 4400 W. WEAVER ROAD, SUITE 100
 WINTER HAVEN, FL 33880
 WWW.CFBFLORIDA.COM

SKETCH OF DESCRIPTIONS

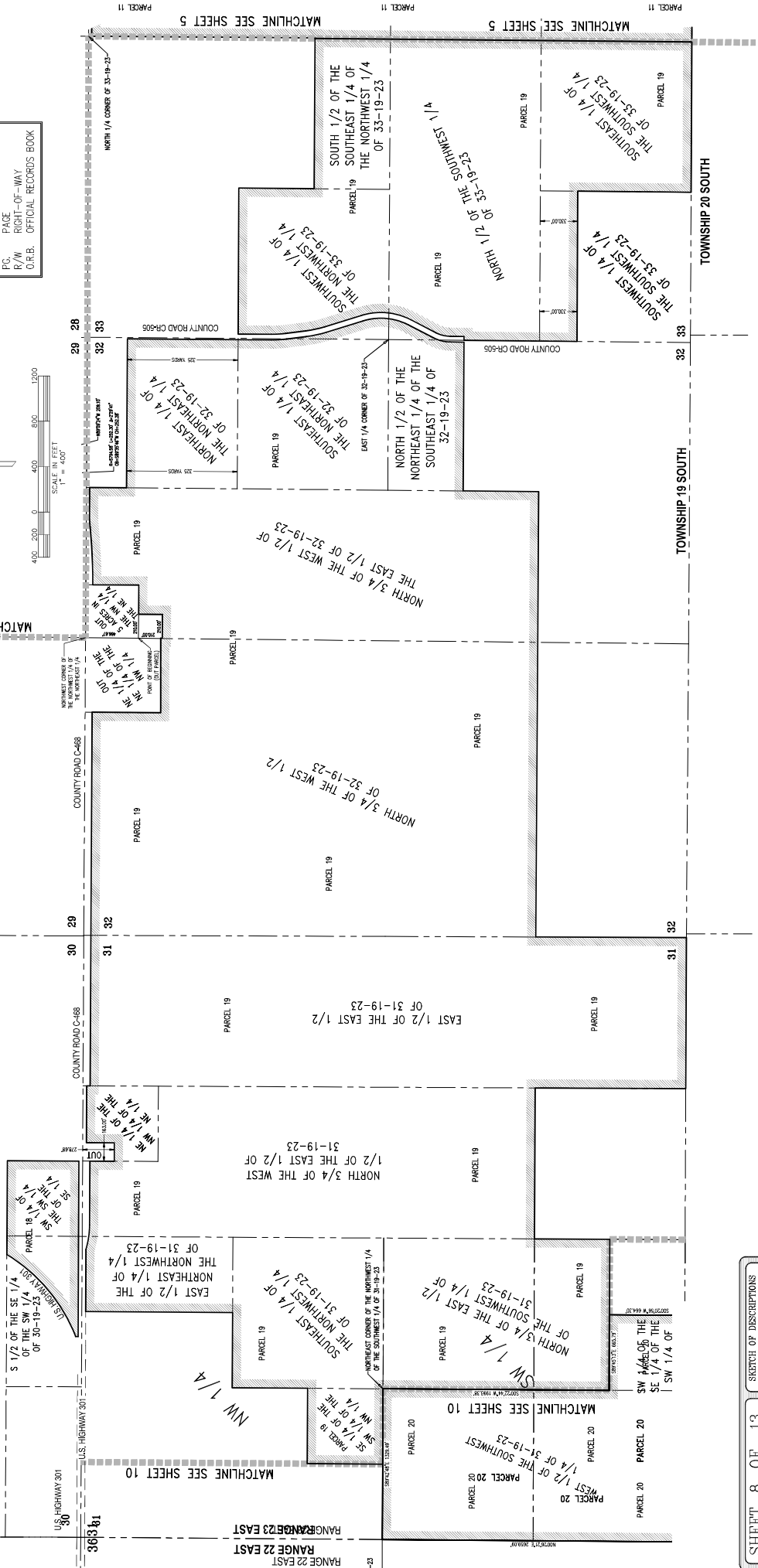
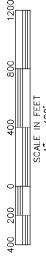
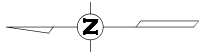


LEGEND
 LB LICENSED BUSINESS
 FOB POINT OF BEGINNING
 A CENTRAL ANGLE
 R RADIUS
 L ARC LENGTH
 CB CHORD BEARING
 BNG BEARING
 R/W RIGHT-OF-WAY
 O.R.B. OFFICIAL RECORDS BOOK
 (D) RECORDED DESCRIPTION

SKETCH OF DESCRIPTIONS	
IN TOWNSHIP 19 SOUTH, RANGE 23 EAST, AND TOWNSHIP 21 SOUTH, RANGE 23 EAST, SUMNER COUNTY, FLORIDA.	
FRANCHISE AREA AMENDED AND RE-ESTATED	
CFB CONCRETE FIELD BOOKS	4400 N. W. 10th St., Ft. Myers, FL 33909 www.cfb.com
SHEET 7 OF 13	DATE
OWNER: MARKEL LOG COMPANY, LLC	DATE
DATE: 4/15/2022	DATE
SCALE: 1" = 500'	DATE
BLANK FILE: APRIL 2022 FRANCHISE AREA ADDENDUM REVISIONS	DATE

SKETCH OF DESCRIPTIONS

LEGEND	
LB	LICENSED BUSINESS
POB	POINT OF BEGINNING
A	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
BNC	BEARING
PC	PAGE
R/W	RIGHT-OF-WAY
O.R.B.	OFFICIAL RECORDS BOOK



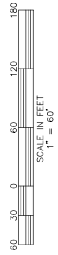
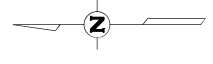
SHEET 8 OF 13

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

DATE: 4/12/2022
 BY: [Signature]
 FOR: [Signature]

CFB
 4400 W. STATE ROAD, SUITE 100, PALM BEACH, FL 33409
 WWW.CFBFLORIDA.COM

SKETCH OF DESCRIPTIONS

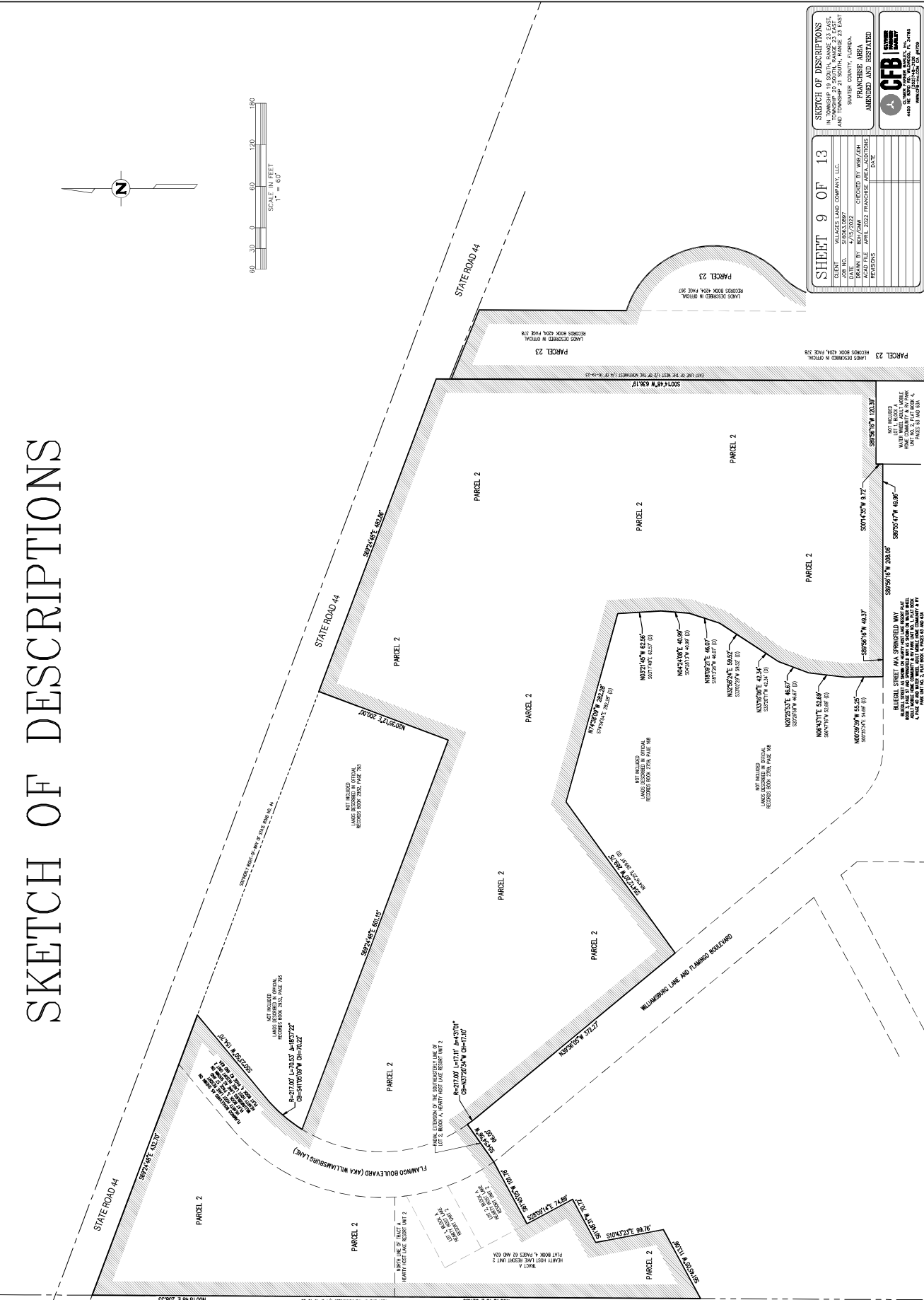


SKETCH OF DESCRIPTIONS
 IN TOWNSHIP 30 SOUTH, RANGE 23 EAST,
 AND TOWNSHIP 21 SOUTH, RANGE 23 EAST,
 SOUTHERN COUNTY, FLORIDA.
 UNDIVIDED AND UNREGISTERED

SHEET 9 OF 13

DATE: 4/17/2022
 DRAWN BY: JESSIE L. GIBSON
 CHECKED BY: JESSIE L. GIBSON
 ALIAS FILE: APRIL 2022 FRANCHISE AREA ALIENS
 REVISIONS: DATE

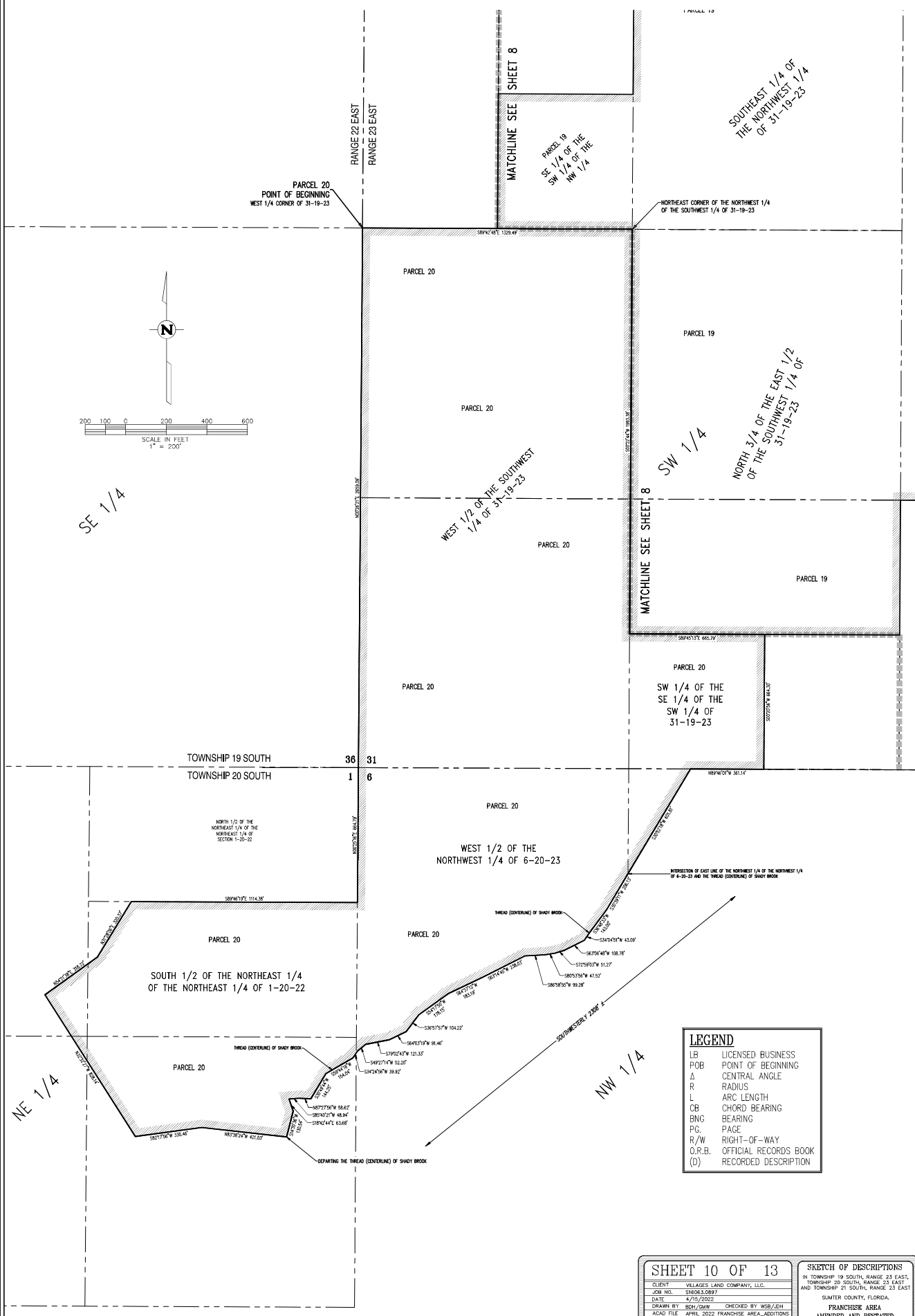
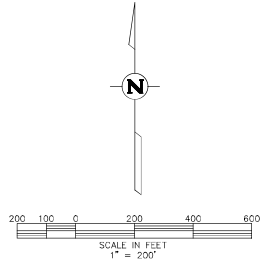
CFB
 4450 N. WINDYBROOK WAY, SUITE 200, FT. LAUDERDALE, FL 33309
 WWW.CFB.COM



LEGEND

- LB LICENSED BUSINESS
- POB POINT OF BEGINNING
- A CENTRAL ANGLE
- R RADIUS
- L ARC LENGTH
- CB CHORD BEARING
- CB BEARING
- CHORD BEARING
- PAGE
- RIGHT-OF-WAY
- OFFICIAL RECORDS BOOK
- RECORDED DESCRIPTION

SKETCH OF DESCRIPTIONS



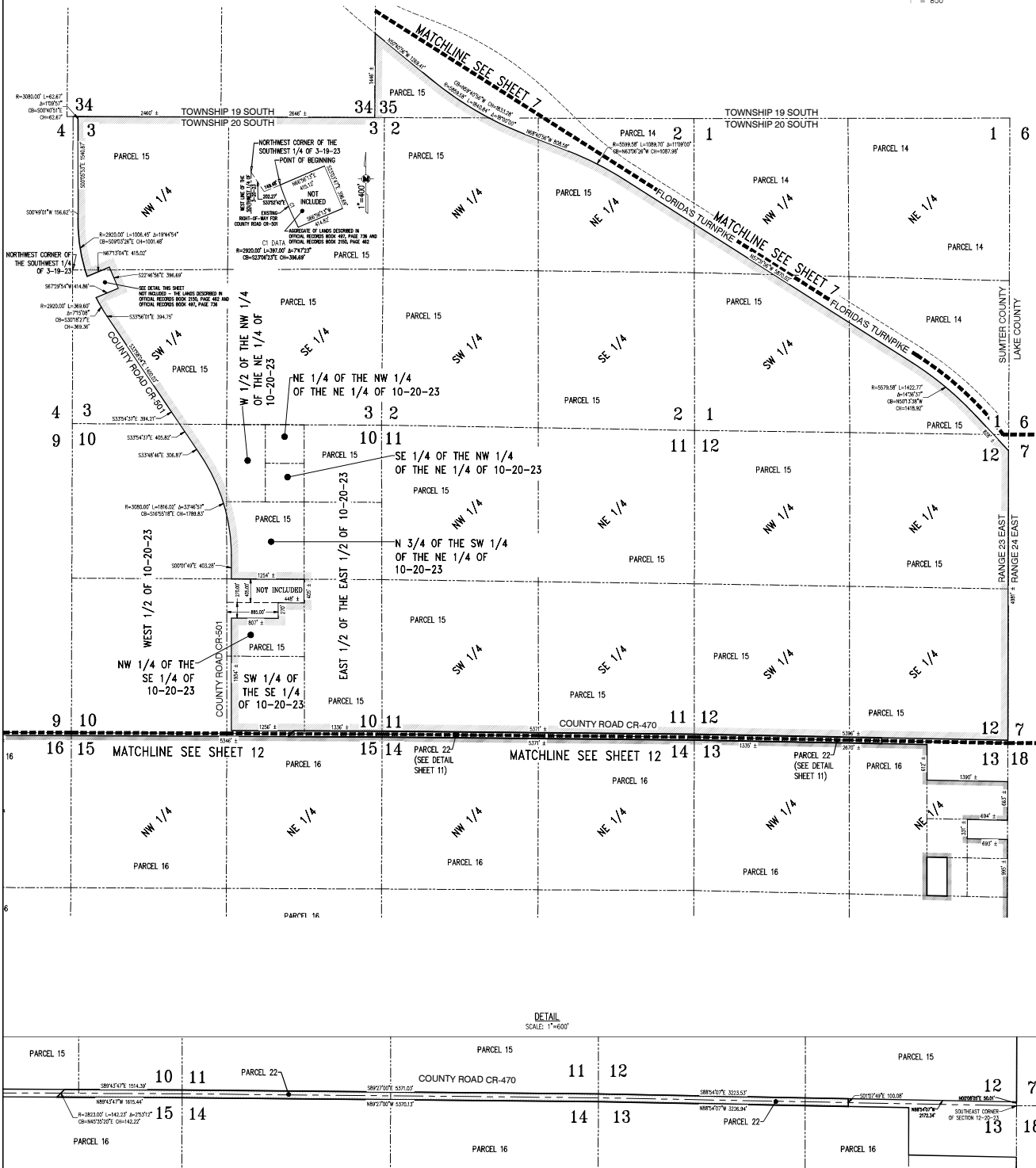
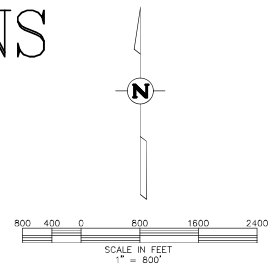
LEGEND	
LB	LICENSED BUSINESS
POB	POINT OF BEGINNING
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
BNG	BEARING
PG.	PAGE
R/W	RIGHT-OF-WAY
O.R.B.	OFFICIAL RECORDS BOOK
(D)	RECORDED DESCRIPTION

SHEET 10 OF 13	
CLIENT	VILLAGES LAND COMPANY, LLC.
JOB NO.	21656.3.0897
DATE	4/23/2022
DRAWN BY	BOH/DHW
CHECKED BY	WSB/JDH
ACAD FILE	APRIL 2022 FRANCHISE AREA ADDITIONS
REVISIONS	

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

I:\Projects\2022\21656.3.0897\21656.3.0897.dwg (11/11/2022 10:00:00 AM) PLOT: 21656.3.0897.dwg (11/11/2022 10:00:00 AM)

SKETCH OF DESCRIPTIONS



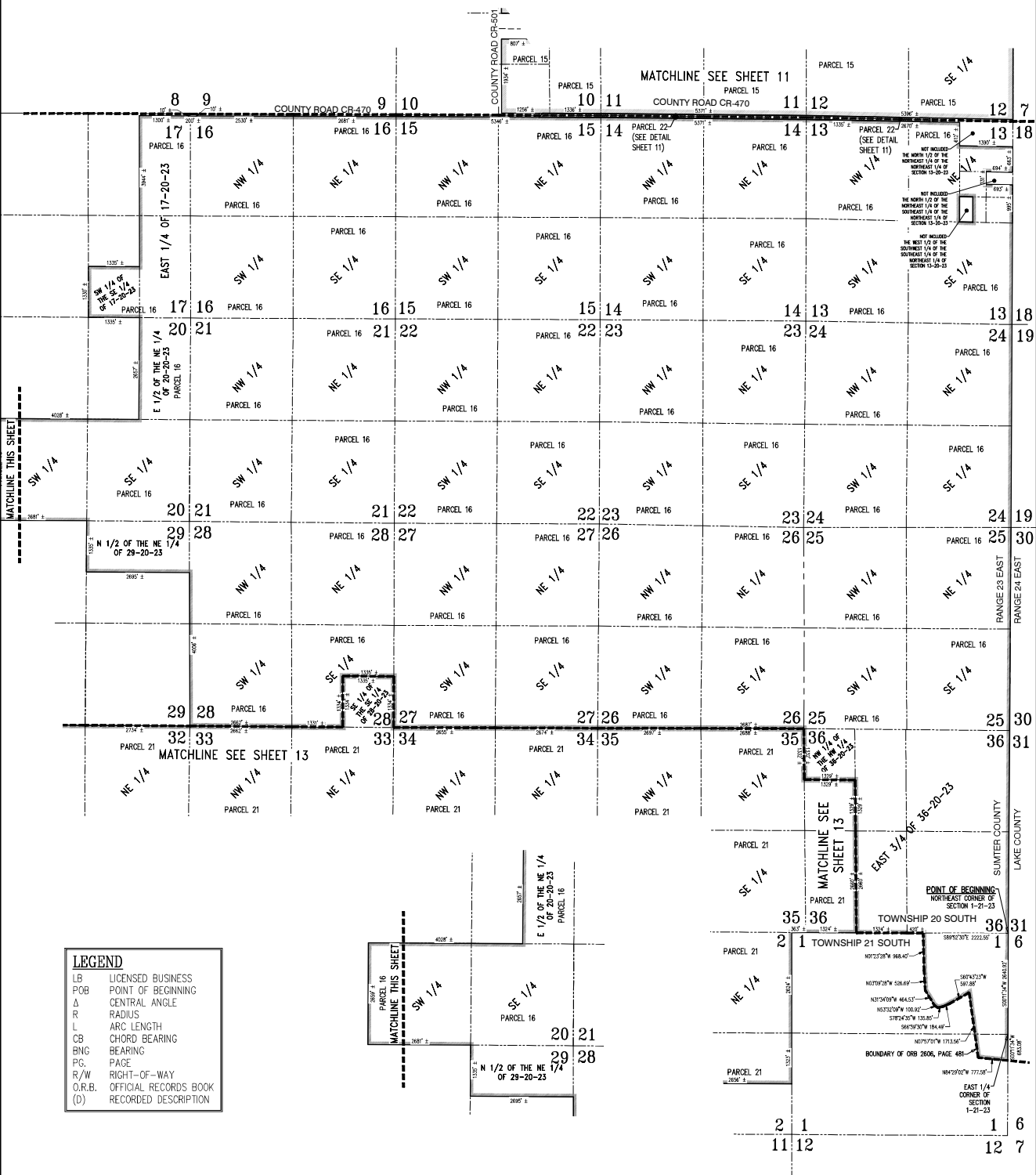
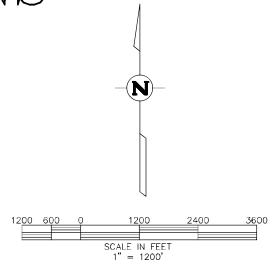
LEGEND	
LB	LICENSED BUSINESS
POB	POINT OF BEGINNING
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
BNG	BEARING
P.C.	PAGE
R/W	RIGHT-OF-WAY
O.R.B.	OFFICIAL RECORDS BOOK
(D)	RECORDED INSTRUMENT

SHEET 11 OF 13	
CLIENT	VILLAGE'S LAND COMPANY, LLC.
JOB NO.	3300015007
DATE	4/15/2022
DRAWN BY	BDH/GAW
CHECKED BY	WSE/GPH
ADDED FILE	APRIL 2022 FRANCHISE AREA SHEET 11-13
REVISIONS	DATE

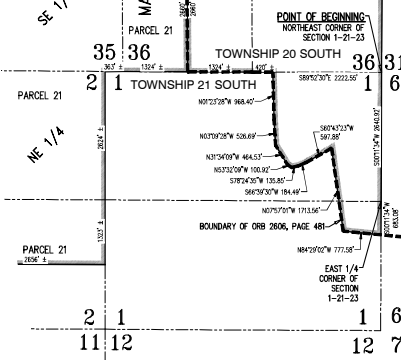
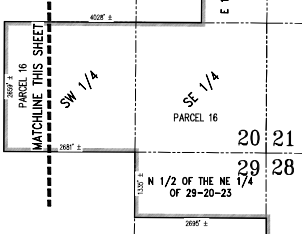
SKETCH OF DESCRIPTIONS
 IN TOWNSHIP 19 SOUTH, RANGE 23 EAST,
 TOWNSHIP 20 SOUTH, RANGE 23 EAST
 AND TOWNSHIP 21 SOUTH, RANGE 23 EAST
 SUMNER COUNTY, FLORIDA
 FRANCHISE AREA
 AMENDED AND RESTATED

CLYDE FARMER SURVEY, INC.
 4400 N. WINDY RIDGE BLVD., SUITE 31780
 ORLANDO, FLORIDA 32835
 WWW.CFB-SURVEY.COM

SKETCH OF DESCRIPTIONS



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



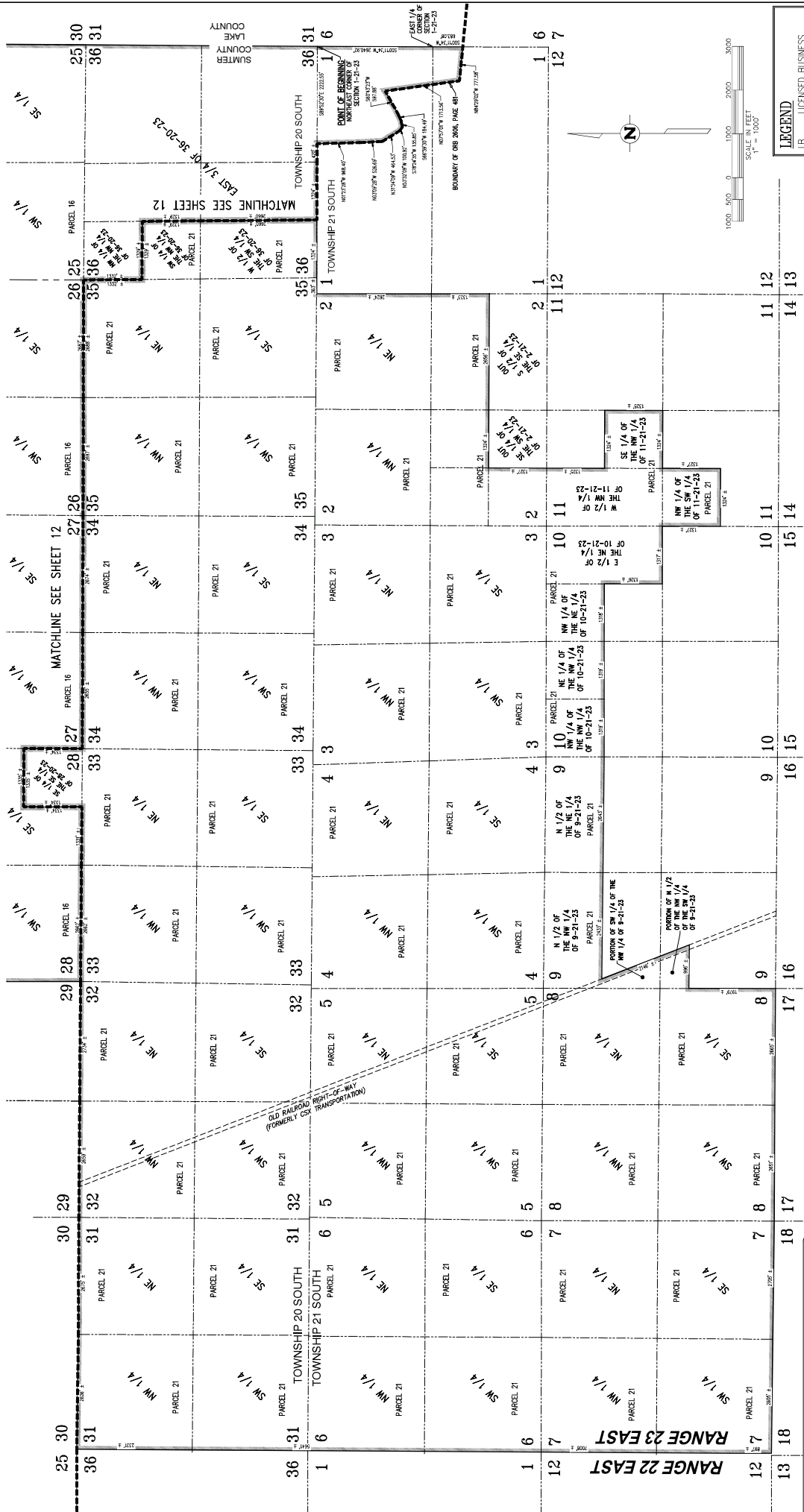
SHEET 12 OF 13	
CLIENT	VILLAGES LAND COMPANY, LLC.
JOB NO.	23060610007
DATE	4/15/2022
DRAWN BY	BGM/GMW
CHECKED BY	WSB/JDH
ACAD FILE	APRIL 2022 FRANCHISE AREA SHEET 11-13
REVISIONS	DATE

SKETCH OF DESCRIPTIONS
 IN TOWNSHIP 19 SOUTH, RANGE 23 EAST,
 TOWNSHIP 20 SOUTH, RANGE 23 EAST
 AND TOWNSHIP 21 SOUTH, RANGE 23 EAST
 SUMNER COUNTY, FLORIDA.

FRANCHISE AREA
 AMENDED AND RESTATED

OLIVER FRANK SURVEY, INC.
 4450 N. DRUM RD., WILMINGTON, N.C. 27405
 (704) 778-7279
 WWW.CFB-SURVEYING.COM #1709

SKETCH OF DESCRIPTIONS



LEGEND

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

SKETCH OF DESCRIPTIONS
 IN TOWNSHIP 20 SOUTH, RANGE 23 EAST,
 AND TOWNSHIP 21 SOUTH, RANGE 22 EAST,
 FRANKLIN COUNTY, FLORIDA.

MADE BY: [Name]
 DATE: 4/15/2022
 REVISIONS: [List]
 APPROVED AND INSTATED: [Signature]
 DATE: [Date]

CFB
 4400 W. STATE ROAD 11, SUITE 100
 TAMPA, FLORIDA 33607
 WWW.CFBFLORIDA.COM