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June 30, 2015

VIA E-MAIL

Clay Frankel  
Red Jacket Development Corporation  
625 Waltham Avenue  
Orlando, Florida 32809

Re: Comments from Ken Comia, Planner, City of Groveland, in his Memoranda to Red Jacket Development Corporation dated May 29, 2015 concerning Preliminary Plat Applications #2014-89 and #2014-90

Dear Clay:

This is a follow-up to our discussion yesterday concerning Ken Comia's reference to the engineer's comments referenced at paragraphs 11 and 13, respectively, on the second page of each of Mr. Comia's above-mentioned memoranda. The referenced language reads as follows:

"The Deed of Restrictive Covenants shall include language protecting the integrity of backyard swales that are part of the master drainage systems."

As we discussed, the requested language is already included in the last paragraph of subsection 3(a) of the Declaration, Grant and Reservation of Master Storm Water Drainage System Easements. For your convenience, I have reproduced all of subsection 3(a) on the attached Exhibit "A" and have bolded the last paragraph dealing with the integrity of backyard swales. The language was required to be added by the St. Johns River Water Management District. While it would, of course, be possible to reproduce this language as part of the Declaration of Restrictive Covenants, it seems superfluous to do so since both the Declaration, Grant and Reservation of Master Storm Water Drainage System Easements and the Declaration of Restrictive Covenants will be recorded in the Public Records of Lake County, Florida. For your convenience, I have attached a copy of the entire Declaration, Grant and Reservation of Master Storm Water Drainage Easements.

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It is my assumption that a similar comment was included in the response by Ken Comia relating to The Springs at Cherry Lake. Accordingly, I am furnishing a copy of this letter with attachments to Bill Ray and Dan Jensen so that they will have the benefit of our thinking and discussion yesterday concerning the matter discussed above.

Best regards.

Cordially,

*Steve*

Stephen J. Bozarth

SJB:gb  
Enclosures

cc: Lawrence E. White (w/enclosure) (via e-mail)  
Dan Jensen (w/enclosure) (via e-mail)  
Bill Ray (w/enclosure) (via e-mail)

EXHIBIT "A"

3. CONSTRUCTION, OPERATION, MAINTENANCE AND REPAIR OF THE MASTER STORM WATER DRAINAGE SYSTEM; NON-PERFORMING PARTIES.

(a) Construction, Operation, Maintenance and Repair of the Master Storm Water Drainage System. The St. Johns River Water Management District has issued the permits more particularly described on the attached Exhibit "J" (collectively, the "SJRWMD Permits") which, by their terms, are applicable to all or portions of the Master Storm Water Drainage System. As used herein, the term "SJRWMD Permits" is intended to refer to and include not only the permits referred to on the attached Exhibit "J" but also all amendments, extensions and renewals thereof as well as replacement and/or additional permits issued by the St. Johns River Water Management District pertaining to the Master Storm Water Drainage System or any part thereof. In accordance with the SJRWMD Permits and applicable statutes, rules and regulations pertaining to the St. Johns River Water Management District, the Grantors and the Parcel A Owners shall be jointly and severally liable to the St. Johns River Water Management District for and with respect to the construction, operation, relocation, reconfiguration, repair and maintenance of all portions of the Master Storm Water Drainage System in accordance with applicable provisions of the SJRWMD Permits and the statutes, rules and regulations pertaining to the St. Johns River Water Management District. However, as between themselves, and not in derogation of their joint and several liability to the St. Johns River Water Management District as aforesaid, Grantors and the Parcel A Owners have agreed that (i) all costs and expenses associated with the construction, operation, relocation, reconfiguration, repair and maintenance of the portion of the Master Storm Water Drainage System situated upon Parcel B shall be borne by L&D, and (ii) all costs and expenses associated with the construction, operation, relocation, reconfiguration, repair and maintenance of the portion of the Master Storm Water Drainage System situated upon Parcel A shall be borne by Cherry Lake Farms, in its capacity as Successor Trustee of the CLFTA2 Trust.

It is anticipated that Parcel 1 and Parcel 2 described on the attached Exhibit "A" and Parcel B described on the attached Exhibit "B" will, at some point, be platted and developed as separate, single-family, residential subdivisions. Moreover, it is anticipated that at or prior to the filing of one (1) or more plats in connection with such residential subdivisions, covenants and restrictions will be recorded in the Public Records of Lake County, Florida, and that non-profit corporations will be formed to function as property owners associations (collectively, the "Associations" and, singularly, an "Association"), which Associations will, among other things, collect from residential lot owners periodic assessments to be utilized for maintenance of common areas which will include the Master Storm Water Drainage System, and all portions thereof, including, without limitation, all surface water and storm water management systems together with retention areas, drainage structures and drainage easements. Once formed, (i) the Parcel B Association(s) shall have the primary responsibility for performing the maintenance and repairs in connection with the portion of the Master Storm Water Drainage System situated upon any portion of Parcel B, and (ii) the Parcel A Association(s) shall have the primary responsibility for performing the maintenance and repairs

in connection with the portion of the Master Storm Water Drainage System situated upon any portion of Parcel A. In addition to the Parcel A Association(s) and the Parcel B Association(s), the parties contemplate the formation of a Florida not-for-profit corporation (the "Master Association") having representative membership from each of the other Association(s). Unless otherwise specified, all references herein to "Associations" shall mean and include the Master Association together with the Parcel A Association(s) and the Parcel B Association(s).

All construction, maintenance, repair, relocation, reconfiguration and/or replacement activities shall be conducted at a time and in the manner calculated to minimize, to the extent reasonably possible, (i) the disruption of day-to-day activities upon Parcel A and Parcel B and (ii) failure by the Master Storm Water Drainage System to collect, detain, retain, attenuate, convey and discharge storm water drainage at the design capacity of the Master Storm Water Drainage System, and all such activities shall be consistent with the implementation and exercise of practices which allow the Master Storm Water Drainage System to provide drainage, water storage, conveyance or other storm water management capabilities as approved and permitted by the St. Johns River Water Management District. The initial plan for operation of the Master Storm Water Drainage System (the "Plan") is that it shall be operated in full compliance with all applicable provisions of the SJRWMD Permits as well as all other applicable Governmental Requirements . Any repair or reconstruction of the Master Storm Water Drainage System shall be as permitted or, if modified, as approved by the St. Johns River Water Management District. The Master Storm Water Drainage System shall be a part of the "Area of Common Responsibility" (as defined in the declaration of covenants, easements and restrictions creating and establishing the Master Association (the "Master Association Declaration")), and, as such, shall be maintained, operated and repaired by the Master Association in accordance with (i) this Declaration, (ii) the Master Association Declaration, and (iii) all applicable Governmental Requirements, including the SJRWMD Permits and the Plan, as SJRWMD Permits and/or the Plan may be amended from time to time with the consent and approval of the St. Johns River Water Management District. Such obligation of the Master Association for maintenance, operation and repair shall include, without limitation, compliance with all then applicable terms and conditions set forth in the Plan and/or the SJRWMD Permits issued with respect to the Master Storm Water Drainage System or any portion thereof by the St. Johns River Water Management District. The cost of the maintenance, operation and repair of the Master Storm Water Drainage System shall be borne by the persons and entities specified in this Section 3 and if not timely paid shall be and become the responsibility of the Master Association pursuant to applicable provisions of the Master Association Declaration. Such obligation of the Master Association for maintenance and repair shall include, without limitation, compliance with all terms and conditions set forth in the Plan and/or the SJRWMD Permits issued with respect to the Master Storm Water Drainage System, or any portion thereof, by the St. Johns River Water Management District. The obligation for maintenance and repair of all portions of the Master Storm Water Drainage System shall include the maintenance and repair of upland portions of any storm water pond and, in this regard, the owner(s), of record, of a platted lot (or lots) adjacent to a storm water pond shall be responsible for routine maintenance and repair of the upland portion of the storm water pond adjacent to such platted lot or lots. Moreover, the maintenance and repair of upland portions of any storm water pond shall include the control of immersed grasses,

plants and cattails, the control of grasses and plants, and the repair and restoration of any washouts. All such repair, maintenance and restoration activities shall be accomplished in a manner which maintains the upland portions in accordance with any and all requirements of the St. Johns River Water Management District. Notwithstanding the provisions of this Declaration requiring the Master Storm Water Drainage System to be repaired, operated and maintained in accordance with all then applicable provisions of the Plan and the SJRWMD Permit, in the event the persons and/or entities required to so repair, operate and maintain the Master Storm Water Drainage System fail or refuse to perform the repair, operation and/or maintenance responsibility as required herein or by the St. Johns River Water Management District, the Master Association shall have the right to perform such repair and maintenance and assess the cost thereof against all owners, of record, of platted lots as provided in the Master Association Declaration.

The Master Association is hereby granted a perpetual, non-exclusive easement over all portions of the Master Storm Water Drainage System for the purpose of operating, maintaining and repairing the same, together with a right of ingress and egress over, upon and across any tract, piece or parcel of land which is a part of the Master Storm Water Drainage System or any portion of the common area of the residential subdivisions hereafter platted upon any portion of Parcel A or Parcel B, at reasonable times and in a reasonable manner, for the purpose of effectuating the easement rights created under this section. The easement rights granted to the Master Association shall include, without limitation, the right to enter upon any portion of a platted lot which is part of the Master Storm Water Drainage System at any reasonable time and in any reasonable manner, to operate, maintain and/or repair the portion of the Master Storm Water Drainage System existing upon such platted lot, all as required by the then applicable provisions of the Plan and/or the SJRWMD Permits. Additionally, the Master Association, along with each of the other Associations, shall have a perpetual, non-exclusive easement for drainage over, upon and through all portions of the Master Storm Water Drainage System to any extent required to ensure compliance with all then applicable provisions of the Plan and the SJRWMD Permits. By virtue of the easement referred to in the preceding sentence, each of the Associations, including the Master Association, shall have a perpetual, non-exclusive easement over all portions of the Master Storm Water Drainage System for access to operate, maintain, repair, reconfigure and replace portions of the system. By this easement, each Association shall have the right to enter upon any portion of any lot which is a part of the Master Storm Water Drainage System, at a reasonable time and in a reasonable manner, to operate, maintain, repair, replace and/or reconfigure the surface water and/or storm water management system as required by the SJRWMD Permits, the Plan and/or then applicable Governmental Requirements.

**In the event one or more drainage swales exist from time to time upon the portion of any lot comprising any part of the Master Storm Water Drainage System for the purpose of managing and/or containing the flow of excess surface water, if any, found upon such lot from time to time, each lot owner, including builders, shall be responsible for the maintenance, operation, repair and restoration of such swales. As used herein, the terms “maintenance”, “operation”, “restoration” and “repair” shall mean and refer to the exercise of practices such as (but not limited to) mowing and erosion control which allow**

**the swales to provide drainage, water storage, conveyance or other storm water management functions as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the flow of storm water in swales is prohibited. No alteration of any drainage swale shall be authorized unless expressly permitted by the St. Johns River Water Management District. Any damage to any drainage swale, whether occasioned by natural or human-induced phenomena, shall be repaired and the drainage swale restored to its former condition by the record owners of the land upon which such swale is located. No person or entity shall alter the drainage flow of any portion of the Master Storm Water Drainage System, including buffer areas or swales, without the prior, written approval of the St. Johns River Water Management District.**