

RETURN

THIS INSTRUMENT PREPARED  
BY AND PLEASE RETURN TO:  
LEONARD H. BAIRD, JR.  
Attorney at Law  
P. O. Drawer 121066  
Clermont, Florida 34712-1066  
(352) 394-2114  
  
Property Appraisers Parcel No.:  
  
0122243801-001-00000,  
0122243801-017-00000,  
0122243905-008-00000,  
1522250002-000-02800, and  
1522250002-000-02900

**WARRANTY DEED**

*This Indenture*, Made this 31st day of December, 2013

Between, **R. E. OSWALT AND GLORIA L. OSWALT, HIS WIFE**  
of the County of **Lake**, State of **Florida**, parties of the first,  
and **HANOVER CYPRESS OAKS, LLC**,  
a Florida limited liability company  
of the County of **Orange**, State of **Florida**, whose post office  
address is: **2420 S. Lakemont Avenue, Suite 450, Orlando, FL 32814**  
party of the second part.

*Witnesseth*, That the said parties of the first part, for and in  
consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), to  
them in hand paid by the said party of the second part, the  
receipt whereof is hereby acknowledged, have granted, bargained,  
and sold to the said party of the second part, its heirs and  
assigns forever, the following described land, situate, and being  
in the County of **Lake**, State of **Florida**, to wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

SUBJECT TO general taxes and special taxes and assessments subsequent to the  
year 2013.

SUBJECT TO Easements of record, this reference to which shall not act to  
reimpose the same.

And the said parties of the first part do hereby fully warrant  
the title to said land, and will defend the same against the  
lawful claims of all persons whomsoever.

In Witness Whereof, The said parties of the first part have  
hereunto set their hands and seals the day and year first above  
written.

Signed, sealed and delivered  
in the presence of:

Witness#1 Signature

Leonard H. Baird, Jr.  
Witness#1 Printed Name

Witness#2 Signature

Rachel P. Eller  
Witness#2 Printed Name

STATE OF **FLORIDA** )  
                                  : SS.  
COUNTY OF **LAKE**     )

R. E. Oswalt  
R. E. OSWALT  
P. O. Box 120786  
Clermont, FL 34712

Gloria L. Oswalt  
GLORIA L. OSWALT  
P. O. Box 120786  
Clermont, FL 34712

I HEREBY CERTIFY that on this day, before me, an officer duly authorized  
to administer oaths and take acknowledgments, personally appeared **R. E. OSWALT  
AND GLORIA L. OSWALT, HIS WIFE**, known to me to be the persons described in and  
who executed the foregoing instrument, who acknowledged before me that they  
executed the same, who are personally known to me.

Witness my hand and official seal this 31st day of December, 2013.

Rachel P. Eller  
Notary Public



## EXHIBIT A

## Parcel I:

The NW 1/4 of the NW 1/4 of Section 15, Township 22 South, Range 25 East, being otherwise described as Tracts 1, 2, 15 and 16, Groveland Farms, a subdivision according to the plat thereof recorded at Plat Book 2, Pages 10 and 11, in the Public Records of Lake County, Florida.

## Parcel II:

Tracts 17 and 18, in Section 15, Township 22 South, Range 25 East, Groveland Farms, a subdivision according to the plat thereof recorded at Plat Book 2, Pages 10 and 11, in the Public Records of Lake County, Florida.

And

The fractional West 1/2 of the SE 1/4 of NW 1/4 lying North of the Seaboard Coastline Railroad (formerly Atlantic Coastline Railroad), in Section 15, Township 22 South, Range 25 East, Lake County, Florida.

And

That Part of the former Atlantic Coastline Railroad right of way line within the West 1/2 of the SE 1/4 of the NW 1/4 in Section 15, Township 22 South, Range 25 East, Lake County, Florida.

LESS AND EXCEPT that portion described in the Order of Taking recorded in Official Records Book 4255, Page 1994, Public Records of Lake County, Florida, being more particularly described as follows:

That portion of the Lands as described in Official Records Book 2486, Page 677, Public Records of Lake County, Florida, and lying in Section 15, Township 22 South, Range 25 East, Lake County, Florida, described as follows:

Commence at the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 15; Thence on a bearing related to Florida Grid East zone, run N00°13'38"E along the west line of said Southeast 1/4 of the Northwest 1/4, a distance of 5.49 feet for the Point of Beginning; Thence continue along said west line N00°13'38"E a distance of 60.58 feet to the Southerly pavement of Jack Underwood Road as it exists this date; Thence departing said west line run N52°36'58"E a distance of 145.94 feet to a non tangent curve concave southerly and having a radius of 45.77 feet and to which a radial line bears N35°38'55"W; thence run easterly along the arc of said curve and southerly edge of pavement through a central angle of 88°06'29" an arc distance of 70.39 feet; thence departing said southerly edge of pavement run S52°01'15"W a distance of 227.31 feet to the Point of beginning.

ALSO LESS AND EXCEPT that portion described in the Order of Taking recorded in Official Records Book 4255, Page 1994, Public Records of Lake County, Florida, being more particularly described as follows:

That portion of the Lands as described in Official Records Book 2486, Page 677, Public Records of Lake County, Florida, and lying in Section 15, Township 22 South, Range 25 East, Lake County, Florida, described as follows:

Commence at the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 15; Thence on a bearing related to Florida Grid East zone, run N00°13'38"E along the west line of said Southeast 1/4 of the Northwest 1/4, a distance of 5.49 feet; Thence departing said west line run N52°01'58"E a distance of 247.74 feet to the Easterly edge of pavement of Jack Underwood road as it exists this date, said point being the Point of Beginning; thence run along said Easterly edge of pavement the following six (6) courses, N42°18'15"W a distance of 4.45 feet; thence run N06°56'02"E a distance of 4.93 feet; thence run N45°02'04"W a distance of 14.85; Thence run S47°34'18"W a distance of 2.97 feet; Thence run N41°09'42"W a distance of 10.48 feet to the point of curvature of a curve concave easterly and having a radius of 10.79 feet; Thence run northerly along the arc of said curve through a central angle of 34°13'29" an arc distance of 6.45 feet; thence departing said Easterly edge of pavement run N52°15'04"E a distance of 317.97 feet to the point of curvature of a non-tangent curve concave southeasterly and having a radius of 2830.08 feet, to which a radial line bears N37°33'05"W; Thence run along the arc of said curve through a central angle of 5°54'38" an arc distance of 291.44 feet to the East line of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section 15; Thence run S00°12'28"W along said East line a distance of 46.38 feet, said point being situated on a non-tangent curve concave southeasterly and having a radius of 2839.93 feet and to which a radial line bears N31°54'55"W; Thence departing said East line run southwesterly along the arc of said curve through a central angle of 6°03'50" an arc distance of 300.56 feet to the point of tangency; Thence run S52°01'15"W a distance of 279.91 feet to the Point of Beginning.

## Parcel III

The East 1/2 (E1/2) of the Northeast Quarter (NE 1/4) of the Northeast (NE 1/4) of Section 16, Township 22 South Range 25 East in Lake County, Florida; being otherwise described as Tracts 8 and 9 of Section 16, Groveland Farms, a subdivision according to the plat thereof recorded at Plat Book 2, Pages 10 and 11, in the Public Records of Lake County, Florida.

And

## Parcel IV

The North twenty (20) acres of all that portion of the West 1/2 of the East 1/2 of the Northwest 1/4 of Section 15, Township 22 South, Range 25 East, lying North of the right of way of Atlantic Coast Line Railroad in Lake County, Florida.

This document was prepared by  
and should be returned to:

Andrew J. Orosz, Esquire  
LOWNDES, DROSDICK, DOSTER,  
KANTOR & REED, P.A.  
215 N. Eola Drive  
Orlando, Florida 32801

**THIS MORTGAGE SECURES A BALLOON PROMISSORY NOTE IN THE AMOUNT OF \$1,300,000.00. FLORIDA DOCUMENTARY STAMP TAX IN THE AMOUNT OF \$4,550.00 AND FLORIDA NON-RECURRING INTANGIBLE TAXES IN THE AMOUNT OF \$2,600.00 ARE BEING PAID UPON RECORDATION OF THIS INSTRUMENT.**

**THIS IS A BALLOON MORTGAGE SECURING A VARIABLE RATE OBLIGATION. ASSUMING THAT THE INITIAL RATE OF INTEREST WERE TO APPLY FOR THE ENTIRE TERM OF THE MORTGAGE, THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY WOULD BE APPROXIMATELY ONE MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,300,000.00), TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE. THE ACTUAL BALANCE DUE UPON MATURITY MAY VARY DEPENDING ON CHANGES IN THE RATE OF INTEREST.**

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") is made and executed this 10<sup>th</sup> day of October, 2014, by HANOVER CYPRESS OAKS, LLC, a Florida limited liability company, whose address is 2420 S. Lakemont Avenue, Suite 450, Orlando, Florida 32814 ("Mortgagor") to and in favor of HANOVER FUNDING, LLC, a Florida limited liability company, whose address is 2420 S. Lakemont Avenue, Suite 450, Orlando, Florida 32814 ("Mortgagee");

WITNESSETH:

WHEREAS, Mortgagor is justly indebted to Mortgagee in the principal sum of **ONE MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,300,000.00)**, which indebtedness is evidenced and represented by a certain Balloon Mortgage Note (the "Note") in that amount executed and delivered by Mortgagor of even date herewith which is payable, with interest, not later than December 1, 2017; and

WHEREAS, Mortgagee, as a condition precedent to the extension of credit or the making of the loan evidenced by the Note, has required that Mortgagor provide Mortgagee with security for the payment or repayment of the indebtedness represented by the Note as well as for the performance, observance and discharge by Mortgagor of the various covenants, stipulations and



agreements made by Mortgagor to, with, in favor and for the benefit of Mortgagee with respect to said indebtedness and such security;

NOW THEREFORE, in consideration of and in order to secure the payment or repayment of the indebtedness evidenced and represented by the Note, together with interest on such indebtedness, as well as the payment of all other sums of money secured hereby, as hereinafter provided, and also to secure the observance, performance and discharge by the Mortgagor of all covenants, stipulations and agreements set forth in the Note, this Mortgage and in all other documents and instruments executed and delivered by the Mortgagor to and in favor of Mortgagee for the purpose of further securing the payment or repayment of the indebtedness evidenced and represented by the Note, and in order to charge the properties, interests and rights hereinafter described with such payment, observance, performance and discharge, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey, assign, transfer, pledge, deliver, set over, hypothecate, warrant and confirm unto Mortgagee, its successors and assigns forever, the following described properties, rights and interests (collectively, the "Mortgaged Property"), to wit:

ALL THAT certain piece, parcel or tract of land or real property (the "Real Property") of which the Mortgagor is now seized and in actual or constructive possession, situate in Lake County, Florida, more particularly described on Exhibit "A" attached hereto;

TOGETHER WITH all buildings, structures and other improvements of any kind, nature, or description (collectively, the "Improvements") now or hereafter erected, constructed, placed or located upon said Real Property, including, without limitation, any and all additions to, substitutions for or replacements of such Improvements;

TOGETHER WITH all and singular, the tenements, hereditaments, strips and gores, rights-of-way, easements, privileges and other appurtenances now or hereafter belonging or in any way appertaining to the Real Property including, without limitation, all right, title, and interest of the Mortgagor in any after acquired right, title, interest, remainder or reversion, in and to the beds of any ways, streets, avenues, roads, alleys, passages and public places, open or proposed, in front of, running through, adjoining or adjacent to said Real Property (collectively, the "Appurtenances");

TOGETHER WITH any and all leases, rents, royalties, issues, revenues, profits, proceeds, income and other benefits, including accounts receivable, of, accruing to or derived from said Real Property, Improvements and Appurtenances (collectively, the "Rents");

AS WELL AS all fixtures, goods, chattels, construction materials, architectural and construction plans, drawings, shop drawings, furniture, furnishings, equipment, machinery, apparatus, appliances, and other items of personal property, whether tangible or intangible, of any kind, nature or description, whether now owned or hereafter acquired by the Mortgagor, which is, are or shall hereafter be located upon, attached or affixed to, or pertain or relate to, said Real Property and Improvements, including, without limitation, any and all licenses, permits or franchises, used or required in connection with the use, occupancy or operation thereof, together with any and all additions, replacements or substitutions thereto, thereof or therefor as well as the

proceeds thereof or therefrom regardless of form (collectively, the "Fixtures and Personal Property"). The Mortgagor hereby expressly grants to Mortgagee a present security interest in and lien and encumbrance upon said Fixtures and Personal Property;

TO HAVE AND TO HOLD all of the same unto the Mortgagee and its successors and assigns in fee simple forever;

AND the Mortgagor covenants and warrants with and to the Mortgagee that the Mortgagor is indefeasibly seized of the Mortgaged Property and has good right, full power, and lawful authority to convey and encumber all of the same as aforesaid; that the Mortgagor hereby fully warrants the title to the Mortgaged Property and will defend the same and the validity and priority of the lien and encumbrance of this Mortgage against the lawful claims of all persons whomsoever; and the Mortgagor further warrants that the Mortgaged Property is free and clear of all liens and encumbrances of any kind, nature or description; save and except only (with respect to said Real Property, Improvements and Appurtenances) for real property taxes for years subsequent to 2014 and valid easements, covenants, and restrictions of record, the reference to which shall not act to reimpose the same.

PROVIDED ALWAYS, however, that if the Mortgagor shall pay unto the Mortgagee the indebtedness evidenced and represented by the Note, and if the Mortgagor shall duly, promptly and fully perform, discharge, execute, effect, complete and comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of the Note, this Mortgage and all other documents and instruments executed as further evidence of or as security for indebtedness secured hereby, then this Mortgage and the estates and interests hereby granted and created shall cease, terminate and be null and void;

AND the Mortgagor, for the benefit of the Mortgagee, and its successors and assigns, does hereby expressly covenant and agree:

1. To pay the principal of the indebtedness evidenced and represented by the Note, together with all interest thereon, in accordance with the terms of the Note, promptly at the times, at the place, and in the manner that said principal and interest shall become due, and to promptly and punctually pay all other sums required to be paid by the Mortgagor pursuant to the terms of this Mortgage.

2. To perform, comply with and abide by each and every one of the covenants, stipulations, agreements and conditions contained and set forth in said Note, this Mortgage and any and all other documents and instruments executed and delivered by the Mortgagor to and in favor of the Mortgagee as security for, evidence of, or otherwise connected with or incidental to the loan transaction or extension of credit evidenced by the Note and secured by this Mortgage.

3. To pay all and singular such taxes, assessments and public charges as are already levied or assessed or that may be hereafter levied or assessed upon or against the Mortgaged Property, when the same shall become due and payable according to law, before they become delinquent, and before any interest or penalty shall attach thereto, and to deliver official receipts evidencing the payment of the same to the Mortgagee not later than thirty (30) days following the payment of the same or following Mortgagee's demand therefor.

4. To immediately pay and discharge from time to time when the same shall become due all lawful claims and demands of mechanics, materialmen, laborers, and others which, if unpaid, might result in, or permit the creation of, a lien, charge or encumbrance upon the Mortgaged Property or any part thereof, or on the rents, issues, income, revenues, profits and proceeds arising therefrom and, in general, to do or cause to be done everything necessary so that the lien of this Mortgage shall be fully preserved at the cost of the Mortgagor, without expense to the Mortgagee.

5. To immediately pay and discharge any claim, lien, imposition or encumbrance against the Mortgaged Property which is now or may become superior to this Mortgage and to permit no default or delinquency on any other lien, imposition, charge or encumbrance against the Mortgaged Property even though junior and inferior to the lien of this Mortgage.

6. To observe, abide by and comply with all statutes, ordinances, orders, requirements or decrees relating to the Mortgaged Property enacted, promulgated or issued by any federal, state or municipal authority or any agency or subdivision thereof, and to observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, but not limited to, zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions which are applicable to the Mortgaged Property or which have been granted to or contracted for by Mortgagor in connection with any existing, presently contemplated or future use of the Mortgaged Property.

7. To not erect, build or construct upon any portion of the Mortgaged Property, any building or structure of any kind whatsoever, the erection, building or construction of which has not been previously approved by Mortgagee. With respect to any building or structure hereafter erected or constructed upon the Real Property, with or without the consent of Mortgagee, Mortgagor shall maintain casualty insurance in the full replacement value of the same pursuant to a policy or policies issued on one or more insurance companies licensed to do business in the State of Florida, naming Mortgagee as an additional insured, and in the event of a casualty Mortgagee shall be entitled to receive the insurance proceeds with respect thereto and apply the same to reduce the indebtedness secured hereby in such order and manner as Mortgagee shall determine, in its discretion.

8. To do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers, assurances, and other instruments, including security agreements and financing statements, as the Mortgagee shall from time to time reasonably require, for the purpose of better assuring, conveying, assigning, transferring and confirming unto the Mortgagee the property and rights hereby encumbered, created, conveyed, assigned or intended now or hereafter so to be encumbered, created, conveyed or assigned or which the Mortgagor may now be or may hereafter become bound to encumber, create, convey, or assign to the Mortgagee, or for the purpose of carrying out the intention or facilitating the performance of the terms of this Mortgage, or for filing, registering or recording this Mortgage, and to pay all filing, registration or recording fees, and all taxes, costs and other expenses, including attorneys' fees, incident to the preparation, execution, acknowledgment delivery and recordation of any of the same.

9. That all right, title and interest of the Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Mortgaged Property hereinabove described, hereafter acquired by, or released to the Mortgagor, or constructed, assembled or placed by the Mortgagor on the Real Property, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by the Mortgagor, shall become subject to the lien of this Mortgage as fully and completely and with the same effect as though now owned by the Mortgagor and specifically described herein, but at any and all times the Mortgagor will execute and deliver to the Mortgagee any and all such further assurances, mortgages, conveyances, or assignments thereof or security interests therein as the Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Mortgage.

10. That should the Mortgagor fail to make payment of any taxes, assessments or public charges on or with respect to the Mortgaged Property before the same shall become delinquent, or shall fail to make payment of any insurance premiums or other charges, impositions or liens herein or elsewhere required to be paid by the Mortgagor, then the Mortgagee, at its option, may make payment or payments of the same, and also may redeem the Mortgaged Property from tax sale without any obligation to inquire into the validity of such taxes, assessments and tax sales. In the case of any such payment by the Mortgagee, the Mortgagor agrees to reimburse the Mortgagee, upon demand therefor, the amount of such payment with any fees and expenses attendant in making the same, together with interest thereon at the highest rate then allowed by the laws of the State of Florida, or, if controlling, the laws of the United States; and, until paid, such amounts and interest shall be added to and become part of the debt secured hereby to the same extent that this Mortgage secures the repayment of the indebtedness evidenced by the Note. Neither the right nor the exercise of the right herein granted unto the Mortgagee to make any such payments as aforesaid shall preclude the Mortgagee from exercising its option to cause the whole indebtedness secured hereby to become immediately due and payable by reason of the Mortgagor's default in making such payments as hereinabove required.

11. That the Mortgagee, in making any payment herein and hereby authorized in the place and stead of Mortgagor, relating to taxes, assessments and other governmental or municipal charges, fines, impositions or liens asserted against the Mortgaged Property, may do so according to any bill or statement procured from the appropriate public office without inquiry into the accuracy of the bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof, or relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim or charge. In making payments hereby authorized by the provisions of this paragraph, Mortgagee may do so whenever, in its reasonable judgment and discretion, such advance or advances are necessary or desirable to protect the full security intended to be afforded by this instrument.

12. That all awards and other compensation heretofore or hereafter to be made to Mortgagor and all subsequent owners of the Mortgaged Property in any taking by eminent domain, either permanent or temporary, of all or any part of the said property or any easement or any appurtenance thereto, including severance and consequential damages and change in grade

of any street, are hereby assigned to Mortgagee, and Mortgagor hereby appoints Mortgagee as its attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such attorney, at the option of said attorney, on behalf of Mortgagor, its successors and assigns, to adjust or compromise the claim for any such award and to alone collect and receive the proceeds thereof, to give proper receipts and acquittances therefor and, after deducting any expenses of collection, at its option, to apply the net proceeds as a credit upon any portion, as selected by Mortgagee, of the indebtedness secured hereby, notwithstanding the fact that the amount owing thereon may not then be due and payable or that the indebtedness is otherwise adequately secured. Mortgagor further covenants and agrees to give Mortgagee immediate notice of the actual or threatened commencement of any proceedings under eminent domain and will deliver to Mortgagee copies of any and all papers served in connection with any proceedings. Mortgagor further covenants and agrees to make, execute and deliver to Mortgagee, at any time or times, upon request, free, clear and discharged of any encumbrance of any kind whatsoever, any and all further assignments and/or other instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning all such awards and other compensation heretofore or hereafter to be made to Mortgagee (including the assignment of any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof).

13. That in the event that the Note secured hereby is placed in the hands of an attorney for collection, or in the event that the Mortgagee shall become a party either as plaintiff or as defendant, in any action, suit, appeal or legal proceeding (including, without limitation, foreclosure, condemnation, bankruptcy or administrative proceedings or any proceeding wherein proof of claim is by law required to be filed), hearing, motion or application before any Court or administrative body in relation to the property described or the lien and security interest granted or created hereby or herein, or for the recovery or protection of said indebtedness or said property, or for the foreclosure of this Mortgage, the Mortgagor shall save and hold the Mortgagee harmless from and against any and all costs and expenses incurred by the Mortgagee on account thereof, including, but not limited to, reasonable attorneys' fees, title searches and abstract and survey charges, and the Mortgagor shall repay, on demand, all such costs and expenses, together with all attorney's fees, costs and expenses incurred by the Mortgagee in connection with any bankruptcy proceeding involving any person liable hereunder or any person who might now have or hereafter acquire a record interest or other interest in the Mortgaged Property, whether or not there exists any default hereunder, including by way of example, but without limitation, all attorney's fees, costs, and expenses incurred in connection with motions for relief from the automatic stay and adequate protection, proofs of claim and objections thereto, motions to dismiss or convert bankruptcy cases, approval of disclosure statements and objections thereto, confirmation of plans of reorganization and objections thereto, litigation involving preference and other avoidance powers, motions to value collateral, objections to the sale or use of collateral, and any and all other matters pertaining to any bankruptcy case affecting the Note, this Mortgage, or any other document executed in connection with the loan contemplated thereby, or the enforcement of any of the foregoing described instruments and together with interest thereon until paid at the highest rate then allowed by the laws of the State of Florida, or, if controlling, the laws of the United States; all of which sums, if unpaid, shall be added to and become a part of the indebtedness secured hereby.



14. That any sums which shall not be paid within five (5) days following the date when due, whether maturing by lapse of time or by reason of acceleration under the provisions of the Note or this Mortgage, and whether principal, interest or money owing for advancements pursuant to the terms of this Mortgage or any other document or instrument executed as security for the Note shall bear interest from the due date until paid at the highest rate then allowed by the laws of the State of Florida, or, if controlling, the laws of the United States.

15. That in no event shall the amount of interest due or payment in the nature of interest payable under the Note or this Mortgage exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment is paid by the Mortgagor or received by the Mortgagee, then such excess sum shall be credited as a payment of principal, unless the Mortgagor shall notify the Mortgagee, in writing, that the Mortgagor elects to have such excess sum returned to it forthwith; and if any clauses or provisions herein contained operate or would prospectively operate to invalidate this Mortgage or the Note secured hereby in whole or in part, then, such clauses and provisions only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect.

16. That it shall be a default hereunder if the Mortgagor shall (a) consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of Mortgagor's assets, or (b) be adjudicated a bankrupt or insolvent, or file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they become due, or (c) make a general assignment for the benefit of creditors, or (d) file a petition or to take advantage of any insolvency law, or (e) file an answer admitting the material allegations of a petition filed against the Mortgagor in any bankruptcy, reorganization or insolvency proceeding, or (f) itself take action for the purpose of effecting any of the foregoing, or (g) if any order, judgment or decree shall be entered upon an application of a creditor or Mortgagor by a Court of competent jurisdiction approving a petition seeking appointment of a receiver or trustee of all or a substantial part of the Mortgagor's assets and such order, judgment or decree shall continue unstayed and in effect for a period of thirty (30) days.

17. That (i) if default be made in the payment of any installment of the Note, whether of principal or interest, or in the payment of any other sums of money referred to herein, promptly and fully when the same shall be due without notice or demand therefor, and such default shall not be cured within ten (10) days following the date on which such payment was due, or (ii) in the event a breach or default be made by the Mortgagor in any one of the stipulations, agreements, conditions and covenants of said Note, this Mortgage, or any other documents or instruments executed and delivered by the Mortgagor to and in favor of the Mortgagee as security for, evidence of or otherwise connected with or incidental to the loan transaction or extension of credit evidenced by the Note and secured by this Mortgage, or in the event that each and every one of said stipulations, agreements, conditions and covenants are not otherwise duly, promptly and fully discharged or performed, and the same cannot reasonably be cured within such period and the Mortgagor does not commence a cure within such period and thereafter diligently proceed to cure the same within thirty (30) days from the date of default); then and upon the occurrence of any one of such events, or upon the happening of any other event which, according to the terms of this Mortgage or the Note shall entitle the holder to accelerate the maturity of the indebtedness evidenced by the Note, the Mortgagee, at its option,

may thereupon or thereafter declare the indebtedness evidenced by the Note, as well as all other monies secured hereby, to be forthwith due and payable, whereupon the principal of and the interest accrued on the indebtedness evidenced and represented by the Note and all other sums secured by this Mortgage shall immediately become and be due and payable as if all of said sums of money were originally stipulated to be paid on such day, and thereupon, without notice or demand, the Mortgagee may avail itself of all rights and remedies provided by law and may prosecute a suit at law or in equity as if all monies secured hereby had matured prior to its institution, anything in this Mortgage or in the Note to the contrary notwithstanding. The Mortgagee may foreclose this Mortgage as to the amount so declared due and payable, and the Mortgaged Property shall be sold according to law to satisfy and pay the same together with all costs, expenses and allowances, including, without limitation, a reasonable fee for the Mortgagee's attorneys. The Mortgaged Property may be sold in one parcel, several parcels or groups of parcels, and the Mortgagee shall be entitled to bid at the sale and, if the highest bidder for the Mortgaged Property or any part or parts thereof, shall be entitled to purchase the same. The failure or omission on the part of the Mortgagee to exercise the option for acceleration of maturity and foreclosure of this Mortgage following any default as aforesaid or to exercise any other option granted hereunder to Mortgagee when entitled to do so in any one or more instances, or the acceptance by Mortgagee of partial payment of the indebtedness secured hereby, whether before or subsequent to Mortgagor's default hereunder, shall not constitute a waiver of any such default or the right to exercise any such option, but such option shall remain continuously in force. Acceleration of maturity, once claimed hereunder by Mortgagee, at the option of Mortgagee, may be rescinded by written acknowledgment to that effect by Mortgagee, but the tender and acceptance of partial payments alone shall not in any way affect or rescind such acceleration of maturity.

18. That at any time after default hereunder which is not cured within any applicable grace or cure period herein provided, the Mortgagee is authorized, without notice, in its sole discretion to enter upon and take possession of the Mortgaged Property or any part thereof and to perform any acts which the Mortgagee deems necessary or proper to conserve the security herein intended to be provided by said property, to operate any business or businesses conducted thereon and to collect and receive all rents, issues and profits thereof and therefrom, including those past due as well as those accruing thereafter.

19. That if, at any time after a default hereunder, in the opinion of the Mortgagee, a receivership may be necessary to protect the Mortgaged Property, or its rents, issues, revenue, profits or proceeds, whether before or after maturity of the indebtedness secured hereby and whether before or at the time of or after the institution of suit to collect such indebtedness, or to enforce this Mortgage, the Mortgagee, as a matter of strict right and regardless of the value of the Mortgaged Property or the amounts due hereunder or secured hereby, or of the solvency of any party bound for the payment of such indebtedness, shall have the right, upon ex parte application, without notice to anyone, and by any Court having jurisdiction, to the appointment of a receiver to take charge of, manage, preserve, protect and operate the Mortgaged Property, to collect the rents, issues, revenues, profits, proceeds and income thereof, to make all necessary and needful repairs, and to pay all taxes, assessments and charges against said property and all premiums for insurance thereon, and to do such other acts as may by such court be authorized and directed, and after payment of the expenses of the receivership and the management of the Mortgaged Property to apply the net proceeds of such receivership in reduction of the indebtedness secured

hereby or in such other manner as the Court shall direct. Such receivership shall, at the option of Mortgagee, continue until full payment of all sums hereby secured, or until title to the Mortgaged Property shall have passed by sale under this Mortgage. Mortgagor hereby specifically waives its right to object to the appointment of a receiver as aforesaid and hereby expressly agrees that such appointment shall be made as an admitted equity and as a matter of absolute right to the Mortgagee.

20. That the rights and remedies herein provided are cumulative and Mortgagee, as the holder of the Note and of every other obligation secured hereby, may recover judgment thereon, issue execution therefor and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby and no enumeration of special rights or powers by any provisions hereof shall be construed to limit any grant of general rights or powers, or to take away or limit any and all rights granted to or vested in Mortgagee by law, and Mortgagor further agrees that no delay or omission of the Mortgagee to exercise any rights or power accruing to it hereunder shall impair any such right or power or shall be construed to be a waiver of any such event of default hereunder or an acquiescence therein; and every right, power and remedy granted herein to the Mortgagee may be exercised from time to time as often as may be deemed expedient by the Mortgagee.

21. That Mortgagee, without notice and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any inferior mortgages or other liens thereon, may release any part of the security described herein or may release any person liable for any indebtedness secured hereby without in any way affecting the priority of this Mortgage, to the full extent of the indebtedness remaining unpaid hereunder, upon any part of the security not expressly released. Mortgagee may, at its option and within its sole discretion, also agree with any party obligated on said indebtedness, or having any interest in the security described herein, to extend the time for payment of any part or all of the indebtedness secured hereby, and such agreement shall not, in any way, release or impair this Mortgage, but shall extend the same as against the title of all parties having any interest in said security, which interest is subject to this Mortgage.

22. That in the event Mortgagee: (a) releases, as aforesaid, any part of the security described herein or any person liable for any indebtedness secured hereby, or (b) grants an extension of time on any payments of the indebtedness secured hereby, or (c) takes other or additional security for the payment thereof, or (d) waives or fails to exercise any rights granted herein or in said Note, any said act or omission shall not release Mortgagor, subsequent purchasers of the Mortgaged Property or any part thereof, or makers, sureties, endorsers or guarantors, if any, of the Note, from any obligation or any covenant of its Mortgage or of the said Note, nor preclude Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made, or any subsequent default.

23. That, without the prior written consent of the Mortgagee, the sale, transfer or conveyance of all or any portion of the Mortgaged Property or any interest therein, whether voluntarily or by operation of law, shall constitute a default under the terms of this Mortgage and entitle the Mortgagee, at its option, to accelerate all sums due on account of the Note secured hereby. In the event the ownership of the Mortgaged Property, or any part thereof, shall become

vested in a person other than the Mortgagor, whether with or without the prior written consent of the Mortgagee, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to the Mortgaged Property, this Mortgage and the Note secured hereby in the same manner and to the same extent as with the Mortgagor without in any way vitiating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. No sale, transfer or conveyance of the Mortgaged Property, no forbearance on the part of the Mortgagee and no extension of the time for the payment of the debt hereby secured given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor, either in whole or in part, unless expressly set forth in writing executed by the Mortgagee.

24. That so long as the Note secured hereby remains unpaid, the Mortgagor shall neither voluntarily nor involuntarily permit the Mortgaged Property or any part thereof to become subject to any secondary or other junior lien, mortgage, security interest or encumbrance of any kind whatsoever without the prior written consent of the Mortgagee, and the imposition of any such secondary or junior lien, mortgage, security interest or encumbrance shall constitute an event of default hereunder and entitle the Mortgagee, at its option, to declare all sums due on account of the Note to be and become immediately due and payable. In the event that Mortgagee shall hereafter give its written consent to the imposition of any such secondary or junior lien, mortgage, security interest or other encumbrance upon the Mortgaged Property, the Mortgagee, at its option, shall be entitled to accelerate the maturity of the indebtedness secured hereby and exercise any and all remedies provided and available to Mortgagee hereunder, in the event that the holder of any such secondary or junior lien or encumbrance shall institute foreclosure or other proceedings to enforce the same; it being understood and agreed that a default under any instrument or document evidencing, securing or secured by any such secondary or junior lien or encumbrance shall be and constitute an event of default hereunder.

25. That this Mortgage shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of the Mortgagee, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, but the total of such secured indebtedness shall not exceed at any one time a maximum principal amount equal to double the face amount of said Note plus interest, and any advances or disbursements made for the benefit or protection of or the payment of taxes, assessments, levies or insurance upon the Mortgaged Property with interest on such disbursements as provided herein.

26. That this Mortgage is and shall be deemed to create, grant, give and convey a mortgage of, a lien and encumbrance upon, and a present security interest in both real and personal property, including all fixtures, goods, chattels, construction materials, architectural and construction plans, drawings, shop drawings, furniture, furnishings, equipment, machinery, apparatus, appliances, and other items of personal property, whether tangible or intangible, of any kind, nature or description, whether now owned or hereafter acquired by the Mortgagor, hereinabove particularly or generally described and conveyed, whether now or hereafter affixed to, located upon, necessary for or used or useful, either directly or indirectly, in connection with the operation of the Mortgaged Premises, and this Mortgage shall also serve as a "Security Agreement" within the meaning of that term as used in the Uniform Commercial Code as

adopted and in force from time to time in the State of Florida, and shall be operative and effective as a Security Agreement in addition to, and not in substitution for, any other Security Agreement executed by the Mortgagor in connection with the extension of credit or loan transaction secured hereby. The Mortgagor agrees to and shall, upon the request of Mortgagee, execute and deliver to Mortgagee, in form satisfactory to Mortgagee, such "Financing Statements," descriptions of property and such further assurances as Mortgagee, in its sole discretion, may from time to time consider necessary to create, perfect, continue and preserve the lien and encumbrances hereof and the security interest granted herein upon and in such the real and personal property described herein including all fixtures, goods, chattels, construction materials, architectural and construction plans, drawings, shop drawings, furniture, furnishings, equipment, machinery, apparatus, appliances, and other items of personal property, whether tangible or intangible, of any kind, nature or description, whether now owned or hereafter acquired by the Mortgagor, herein specifically or generally described and intended to be the subject of the security interest, lien and encumbrance hereby created, granted and conveyed. The Mortgagee, at the expense of the Mortgagor, may or shall cause such statements, descriptions and assurances and this Mortgage to be recorded and re-recorded, filed and refiled, at such times and in such places as may be required or permitted by law to so create, perfect and preserve the lien and encumbrance hereof upon all of said property.

27. The provisions hereof shall be binding upon the Mortgagor and the heirs, devisees, personal representatives, successors and assigns of the Mortgagor, and inure to the benefit of Mortgagee and its successors and assigns. The words "Mortgagor" and "Mortgagee" shall be interpreted to mean singular, plural, feminine, masculine or neuter as the context shall require.

28. That Mortgagee, without notice and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any inferior mortgages or other liens thereon, may release any part of the security described herein or may release any person liable for any indebtedness secured hereby without in any way affecting the priority of this Mortgage, to the full extent of the indebtedness remaining unpaid hereunder, upon any part of the security not expressly released. Notwithstanding the foregoing, Mortgagee hereby agrees to release, and promptly execute and record or deliver to Mortgagor for recording, a release of such portion of the Real Property, from the lien of this Mortgage upon the request of Mortgagor and the payment by Mortgagor to Mortgagee of the sum in an amount equal to (i) in the case of platted lots, 100% of the initial principal amount set forth in the Note, divided by the total number of platted lots located or to be located in the project, times the number of lots that are the subject of such transaction, or (ii) in the case of unplatted / future development property, 100% of the net sales proceeds associated with the sale of such property (the "Release Price"), provided that Mortgagor is not in default hereunder at the time of such request(s). The remittance of the Release Price by Mortgagor to Mortgagee shall be allocated as follows: first to accrued fees authorized hereunder, then to accrued and unpaid interest, escrows (if any), and thereafter to the principal balance.

29. Mortgagor warrants and represents to Mortgagee that: (a) while Mortgagee has any interest in or lien upon the Mortgaged Property, the Mortgaged Property will be in full compliance with all federal, state and local environmental laws and regulations, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of

1980 ("CERCLA"), Public Law No. 96-510, 94 Stat. 2767, 42 USC 9601 et seq., and the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Public Law No. 99-499, 100 Stat. 1613, and (b) Mortgagor will promptly notify Mortgagee of any change in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Mortgaged Property or used in connection therewith, and will transmit to Mortgagee copies of any citations, orders, notices or other material governmental or other communication received with respect to any other hazardous materials, substances, wastes or other environmentally regulated substances affecting the Mortgaged Property. Mortgagor shall indemnify and hold Mortgagee harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against Mortgagee as a direct or indirect result of any warranty or representation made by Mortgagor in this paragraph being false or untrue in any material respect or any requirement under any law, regulation or ordinance, whether local, state or federal, which requires the elimination or removal from the Real Property of any hazardous materials, substances, wastes or other environmentally regulated substances except for those, if any, which affected the Real Property prior to the date hereof. Mortgagor's obligations hereunder shall not be limited to any extent by the term of the Note secured hereby, and, as to any act or occurrence prior to payment in full and satisfaction of said Note which gives rise to liability hereunder, shall continue, survive and remain in full force and effect notwithstanding payment in full and satisfaction of said Note and this Mortgage or foreclosure under this Mortgage, or delivery of a deed in lieu of foreclosure.

30. This instrument is to be governed by and construed in accordance with the laws of the State of Florida.

31. Notwithstanding anything to the contrary herein, the Note and Mortgage shall not be assigned by Lender to any third party except Edge Creek, LLC, a Florida limited liability company, pursuant to terms and conditions set forth in the Note.

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the said Mortgagor has caused these presents to be executed as of the day and year first above written.

**THIS IS A BALLOON MORTGAGE SECURING A VARIABLE RATE OBLIGATION. ASSUMING THAT THE INITIAL RATE OF INTEREST WERE TO APPLY FOR THE ENTIRE TERM OF THE MORTGAGE, THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY WOULD BE APPROXIMATELY ONE MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,300,000.00), TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE. THE ACTUAL BALANCE DUE UPON MATURITY MAY VARY DEPENDING ON CHANGES IN THE RATE OF INTEREST.**

Signed, sealed and delivered in the presence of:

HANOVER CYPRESS OAKS, LLC, a Florida limited liability company

Name: Margi Hernandez  
Marilyn Hernandez

By: Hanover Land Company, LLC, a Florida limited liability company, its Manager

Name: [Signature]  
Timothy Cassare

By: [Signature]  
Name: William S. Orosz, Jr.  
Title: President

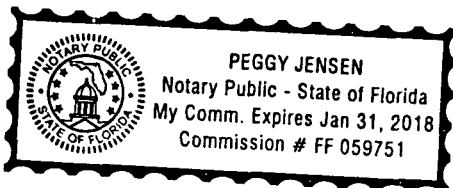
(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of October, 2014 by William S. Orosz as President of Hanover Land Company, LLC, a Florida limited liability company, the Manager of HANOVER CYPRESS OAKS, LLC, a Florida limited liability company. He is personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

[Signature]  
Notary Public Signature



Typed or Printed Notary Name \_\_\_\_\_  
Notary Public-State of \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

Legal Description

PARCEL I:

The NW 1/4 of the NW 1/4 of Section 15, Township 22 South, Range 25 East, being otherwise described as Tracts 1, 2, 15 and 16, Groveland Farms, a subdivision according to the plat thereof recorded at Plat Book 2, pages 10 and 11, in the Public Records of Lake County, Florida.

PARCEL II:

Tracts 17 and 18, in Section 15, Township 22 South, Range 25 East, Groveland Farms, a subdivision according to the plat thereof recorded at Plat Book 2, pages 10 and 11, in the Public Records of Lake County, Florida.

and

The fractional West 1/2 of the SE 1/4 of NW 1/4 lying North of the Seaboard Coastline Railroad (formerly Atlantic Coastline Railroad), in Section 15, Township 22 South, Range 25 East, Lake County, Florida.

and

That part of the former Atlantic Coastline Railroad right of way line within the West 1/2 of the SE 1/4 of the NW 1/4 in Section 15, Township 22 South, Range 25 East, Lake County, Florida.

LESS AND EXCEPT that portion described in the Order of Taking recorded in Official Records Book 4255, page 1994, Public Records of Lake County, Florida, being more particularly described as follows:

That portion of the lands as described in Official Records Book 2486, page 677, Public Records of Lake County, Florida, and lying in Section 15, Township 22 South, Range 25 East, Lake County, Florida, described as follows:

Commence at the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 15; thence on a bearing related to Florida Grid East zone, run N00°13'38"E along the West line of said Southeast 1/4 of the Northwest 1/4, a distance of 5.49 feet for the Point of Beginning; thence continue along said West line N00°13'38"E a distance of 60.58 feet to the Southerly pavement of Jack Underwood Road as it exists this date; thence departing said West line run N52°36'58"E a distance of 145.94 feet to a non tangent curve concave Southerly and having a radius of 45.77 feet and to which a radial line bears N35°38'55"W; thence run Easterly along the arc of said curve and Southerly edge of payment through a central angle of 88°06'29" an arc distance of 70.39 feet; thence departing said Southerly edge of payment run S52°01'15"W a distance of 227.31 feet to the Point of Beginning.



ALSO LESS AND EXCEPT that portion described in the Order of Taking recorded in Official Records Book 4255, page 1994, Public Records of Lake County, Florida, being more particularly described as follows:

That portion of the lands as described in Official Records Book 2486, page 677, Public Records of Lake County, Florida, and lying in Section 15, Township 22 South, Range 25 East, Lake County, Florida, described as follows:

Commence at the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 15; thence on a bearing related to Florida Grid East zone, run N00°13'38"E along the West line of said Southeast 1/4 of the Northwest 1/4, a distance of 5.49 feet; thence departing said West line run N52°01'58"E a distance of 247.74 feet to the Easterly edge of payment of Jack Underwood Road as it exists this date, said point being the Point of Beginning; thence run along said Easterly edge of payment the following six (6) courses, N42°18'15"W a distance of 4.45 feet; thence run N06°56'02"E a distance of 4.93 feet; thence run N45°02'04"W a distance of 14.85 feet; thence run S47°34'18"W a distance of 2.97 feet; thence run N41°09'42"W a distance of 10.48 feet to the point of curvature of a curve concave easterly and having a radius of 10.79 feet; thence run Northerly along the arc of said curve through a central angle of 34°13'29" an arc distance of 6.45 feet; thence departing said Easterly edge of payment run N52°15'04"E a distance of 317.97 feet to the point of curvature of a non-tangent curve concave Southeasterly and having a radius of 2830.08 feet, to which a radial line bears N37°33'05"W; thence run along the arc of said curve through a central angle of 5°54'38" an arc distance of 291.44 feet to the East line of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section 15; thence run S00°12'28"W along said East line a distance of 46.38 feet, said point being situated on a non-tangent curve concave Southeasterly and having a radius of 2839.93 feet and to which a radial line bears N31°54'55"W; thence departing said East line run Southwesterly along the arc of said curve through a central angle of 6°03'50" an arc distance of 300.56 feet to the point of tangency; thence run S52°01'15"W a distance of 279.91 feet to the Point of Beginning.

PARCEL III:

The East 1/2 (E 1/2) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 16, Township 22 South, Range 25 East, in Lake County, Florida, being otherwise described as Tracts 8 and 9 of Section 16, Groveland Farms, a subdivision according to the plat thereof recorded at Plat Book 2, pages 10 and 11, in the Public Records of Lake County, Florida.

PARCEL IV:

The North twenty (20) acres of all that portion of the West 1/2 of the East 1/2 of the Northwest 1/4 of Section 15, Township 22 South, Range 25 East, lying North of the right of way of Atlantic Coast Line Railroad in Lake County, Florida.



After recording, return to:  
Ben Snyder  
2420 Lakemont Ave., Suite 450  
Orlando, FL 32814  
Permit No.: Project No. T1402  
Tax Folio No.: 0122243801-001-00000

**Notice of Commencement**  
State of Florida | County of Lake

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. Description of the Property: (legal description of the property and street address if available)

Legal Description: A tract of land, being tracts 1.2.8.9.15 through 18, Groveland Farms, according to the plat thereof, as recorded in Plat Book 2, Pages 10 and 11 of said public records, lying in the Northwest 1/4 of Section 15 and the Northeast 1/4 of section 16, Township 21 South, Range 29 East.  
Street Address: SR 565A (North of), intersection of SR565A & Battleground Lake Rd.

2. General Description of Improvement

Infrastructure improvement including roads, utilities, grading, and stormwater systems for a residential community

3. Owner's Information or Lessee information if the lessee contracted for the improvement:

Name: Hanover Cypress Oaks, LLC.  
Address: 2420 S. Lakemonte Ave., Suite 450 Orlando, FL 32814  
Interest in Property: Owner  
Name & Address of fee simple titleholder (if different than owner):

4. Contractor Information

Name: Boykin Construction Phone No.: 352-394-5993  
Address: 116 W. Center Street Clermont, FL 34715

5. Surety (if applicable, a copy of the payment bond must be attached):

Name: N/A Phone No.:  
Address: Amount of Bond: \$

6. Lender Information:

Name: N/A Phone No.:  
Address:

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statutes:

Name: N/A Phone No.:  
Address:

8. In addition to himself or herself, Owner designates N/A of to receive a copy of the following Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes: Phone No.:

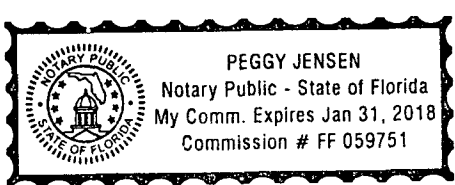
9. Expiration date of notice of commencement (the expiration date will be 1 year from the date of recording unless a different date is specified).

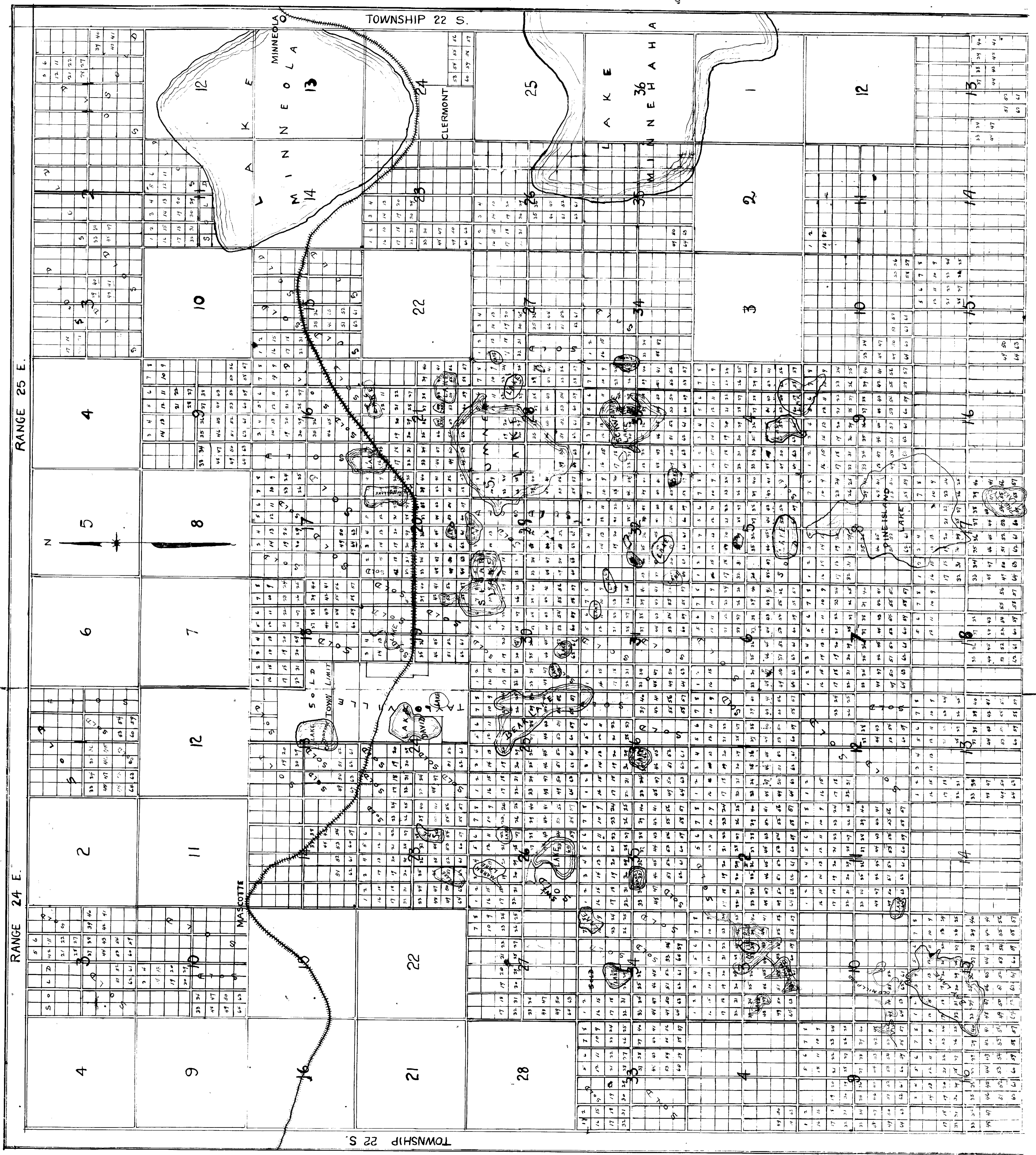
**WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.**

Signature of Owner or Lessee, or Owner's or Lessee's Authorized Officer/Director/Partner/Manager  
Vice President  
Signatory's Title/Office

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of March 20 15, by Stephen Orosz as Vice President for Hanover Cypress Oaks, LLC who is personally known or produced as type of identification.

Signature of Notary Public - State of Florida (print, type or stamp commissioned name of Notary Public)



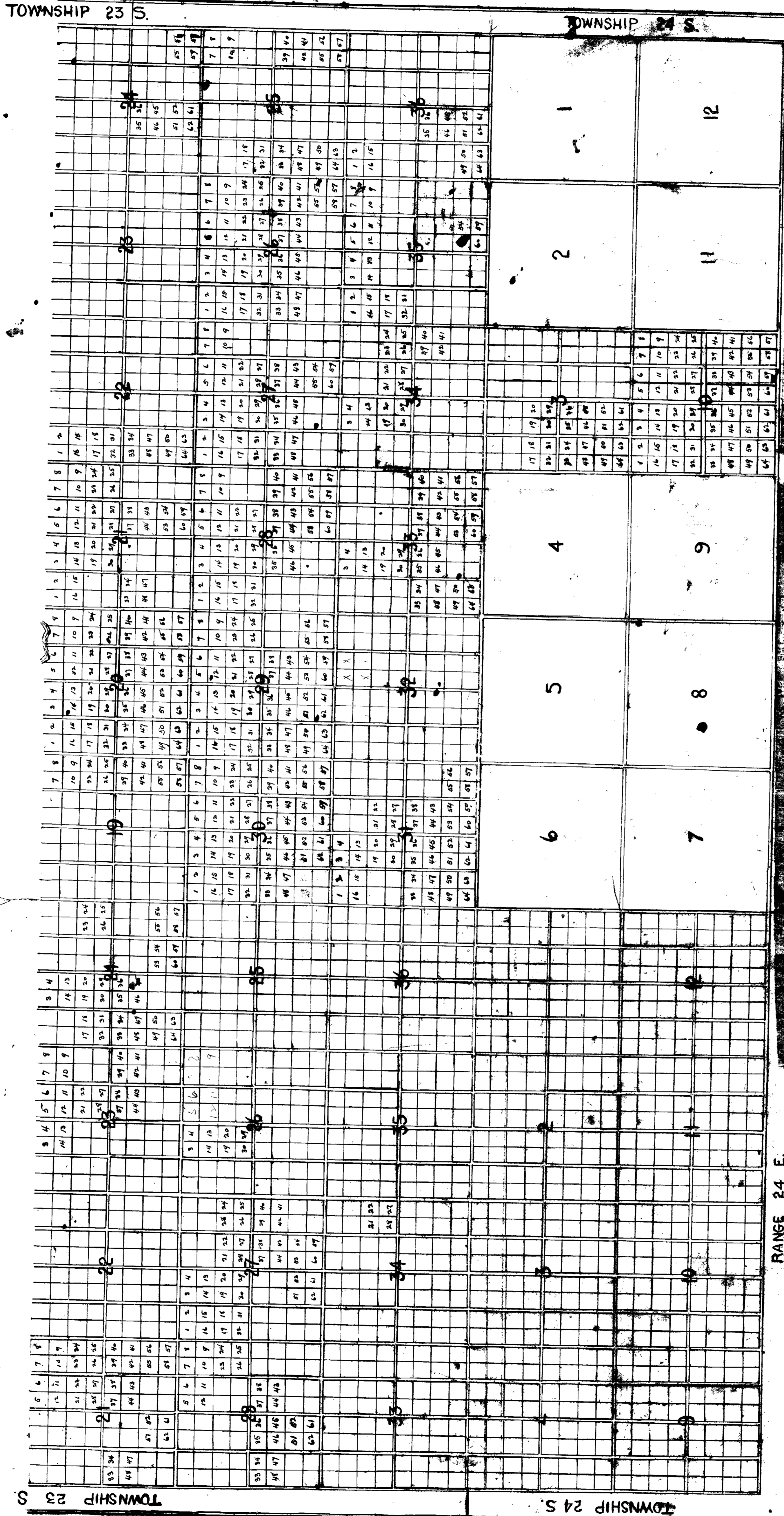


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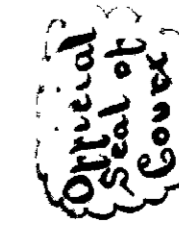
2

11



Presented through the map Sept. 26 1911  
 for record Florida Development Cor-  
 poration by each President and  
 spread upon 10 and 11 of Black Book  
 No. 2, in the office of the Clerk of the  
 Circuit Court of Lake County  
 State of Florida.

M. J. Duncan  
 Clerk Circuit Court  
 Lake Co. Fla.



MAP SHOWING LANDS  
 OF THE  
**FLORIDA DEVELOPMENT CORPORATION**  
 "GROVELAND FARMS"  
 LAKE COUNTY FLORIDA

Scale 1" = 2000  
 Home Office Suite 1111 Bldg. Chicago, Ill.  
 Branch Office  
 Tallahassee, Fla.

Jan. 24, 1911.

Filed & recorded this Sept. 26 1911,  
 and I certify the foregoing as shown  
 on pages 10 & 11 is a true copy of the  
 original.

M. J. Duncan  
 Clerk

signed, caused by the said company in maintaining or repairing said Electric Transmission line, shall be borne by said company, its successors and assigns.

WITNESS my hand and seal this 26th day of May A.D. 1926.

WITNESS:

Earl H. Shannon  
P. M. Lamoreaux.

Clarence F. Stevens (SEAL)

STATE OF FLORIDA  
SS  
COUNTY OF ORANGE

BE IT REMEMBERED, That on this 5th day of June in the year of our Lord, One Thousand Nine Hundred and twenty six before me the subscriber, Notary Public in and for the County aforesaid, personally appeared Clarence E. Stevens who, I am satisfied is the person mentioned in the within Indenture, to whom I first made known the content thereof and thereupon he acknowledged that he signed, sealed and delivered the same as his voluntarily act and deed, for the uses and purposes therein expressed.

F. M. Lamoreaux

Notary Public

Notary Public for the State of Florida at Large.

My Commission Expires May 10, 1929.

(Notarial Seal)

Filed for record and recorded this the 7th day of July A.D., 1926 and I hereby certify the foregoing is a true and correct copy of the original.

RECORD VERIFIED

*T. C. Smyth*

Clerk.

(0)

THE UNDERSIGNED, being the owner of a piece of land in the \_\_\_ of \_\_\_ in the County of Lake State of Florida, fronting on the street or highway known as \_\_\_ and bounded on the \_\_\_ by the land of \_\_\_ of the \_\_\_ by land of \_\_\_

In consideration of the sum of (\$1.00) Dollar received from the Florida Public Service Company, a Florida corporation, hereby gives and grants unto said company, its successors and assigns the right, privilege, and authority to construct, erect, operate and perpetually maintain a pole line with the necessary wires, cross, <sup>and</sup> guy wires and other usual fixtures and appurtenances used or adopted for the transmission of electric current for light, heat, power or any other purpose, on the said street or highway known as \_\_\_ or on my land described as follows: S.W. 1/4 of N.E. 1/4 and S.E. 1/4 of N. W. 1/4 Section 15-T22 R 25

Line enters my property from North Side of S.W. 1/4 " " " " along State Highway # 22 and runs in a North easterly direction through my entire property on the South side of the State highway to my property of C. F. Stevens.

Poles to be set on State Right of way.

Also the right, privilege, and authority to cut or trim trees along said line necessary to keep the wires thereof clear at least Twenty Five (25) feet.

PROVIDED, however, any damage (other than tree damage) to the property of the undersigned, caused by the said company in maintaining or repairing said Electric Transmission line shall be borne by said company, its successors and assigns.

WITNESS my hand and seal this 4th day of June, A.D. 1926.

WITNESS:

Geneva I. Sheridan  
Thos J. Sheridan

E. R. Powers (SEAL)

STATE OF FLORIDA

SS

COUNTY OF \_\_\_\_\_

BE IT REMEMBERED, That on this 4th day of June in the year of our Lord, One Thousand Nine Hundred and twenty-six before me the subscriber, Notary Public in and for the County aforesaid, personally appeared B. R. Powers who, I am satisfied is the person mentioned in the within Indenture, to whom I first made known the contents thereof and thereupon he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed.

Thos J. Sheridan

(Notarial Seal)

My Commission expires March 22nd, 1928. Notary Public

Filed for record and recorded this the 7th day of

July A.D. 1926 and I hereby certify the foregoing is a true and correct copy of the original.

*T.C. Smyth*

Clerk.

(0)

RECORD VERIFIED  
Groveland Farms Co.  
19

#####

THE UNDERSIGNED, being the owner of a piece of land in the \_\_\_\_\_ of \_\_\_\_\_ in the County of Lake State of Florida, fronting on the street or highway known as \_\_\_\_\_ and bounded on the \_\_\_\_\_ by the land of \_\_\_\_\_ on the \_\_\_\_\_ by land of \_\_\_\_\_

In consideration of the sum of One (\$1.00) Dollar received from the Florida Public Service Company, A Florida corporation, hereby gives and grants unto said company, its successors and assigns, the right, privilege, and authority to construct, erect, operate and perpetually maintain a pole line with the necessary wires, cross arms, guy wires and other usual fixtures and appurtenances used or adopted for the transmission of electric current for light, heat, power or any other purpose, on the said street or highway known as \_\_\_\_\_ or on my land described as follows:

NE 1/4 of SW 1/4 Section 15 along State Highway 22 on South side from Green Acres to E. R. Powers and NW 1/4 of NW 1/4 Sect 21 T-22-R 25 along State Highway 22 on South Side from property of Albert T. Powers Jr. to property of Mrs. L. E. Dow The poles to be set on road right of way.

Also the right, privilege, and authority to cut or trim trees along said line necessary to keep the wires thereof clear at least twenty five (25) feet.

PROVIDED, however, any damage (other than tree damage) to the property of the undersigned, caused by the said company in maintaining or repairing said Electric Transmission line shall be borne by said company, its successors and assigns.

WITNESS my hand and seal this 1st day of June A.D. 1926

WITNESS:

Earl H. Shannon  
F. N. Lamoreaux

(Corporate Seal)

Groveland Farms Co (SEAL)  
By J. W. Beach Pres (SEAL)

STATE OF FLORIDA

SS

COUNTY OF ORANGE

BE IT REMEMBERED, That on this 5th day of June, in the year of our Lord One Thousand

668

COUNTY OF LAKE DEED NO. 440

STATE OF FLORIDA

through the

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, GRANTOR

to

Wm. W. Boyd

(1) of the City of Clermont, County of Lake State of Florida, GRANTEE WITNESSETH:

WHEREAS, in pursuance of provisions of Section 9 of Chapter 18296, Laws of Florida, Acts of 1937, title to the lands hereinafter described vested in the State of Florida and the said State by said Section of said Chapter is authorized and empowered to sell said lands through the Trustees of the Internal Improvement Fund of the State of Florida; and

(2) WHEREAS, pursuant to NOTICE duly given by said Trustees of the Internal Improvement Fund, the land referred to by the Certificates hereinafter described was offered for sale on the 13 day of October, 1941, in the County of Lake, and bids were received, and the said Trustees having accepted the highest and best bid for said land, and having awarded the sale of the said land to the person making such bid, said person being the GRANTEE herein named; Therefore,

(3) KNOW ALL MEN BY THESE PRESENTS: That the State of Florida, through the Trustees of the Internal Improvement Fund of the State of Florida, under authority of Section 9 of Chapter 18296, Laws of Florida, Acts of 1937, for and in consideration of the amount of Seventy-five DOLLARS (\$ 75.00 ), to them in hand paid, the receipt of which is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey all of the right, title and interest of the State of Florida arising out of said Section 9 of Chapter 18296, unto the said GRANTEE, his heirs, successors and assigns, in and to the following described land, situate, lying and being in the County of Lake, State of Florida, as referred to, identified and described by State and County tax sale certificates, to-wit:

Table with 5 columns: (4) No., Date, DESCRIPTION, Sec. Tp. Rg. Ac., Amount Rec'd \$

FILED IN THE OFFICE OF THE CLERK OF CIRCUIT COURT NOV 28 1941 RECORDED IN Deed BOOK 195 PAGE 510 LAKE COUNTY, FLORIDA. RECORD VERIFIED.

Geo. J. Dyer CLERK CIRCUIT COURT

RESERVING unto the State of Florida easement for State Road Right of Way Two Hundred (200) feet wide, lying equally on each side of the center line of any State Road existing on the date of this deed through so much of any parcel herein described as is within One Hundred (100) feet of said center line.

(5) TO HAVE AND TO HOLD the above granted and described premises unto the said GRANTEE, and his heirs, successors and assigns forever, all in pursuance of Section 9 of Chapter 18296 aforesaid.

(6) IN TESTIMONY WHEREOF the said Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names and affixed the official seal of said Trustees, and have caused the seal of the Department of Agriculture of the State of Florida to be hereunto affixed, at the Capitol, in the City of Tallahassee,

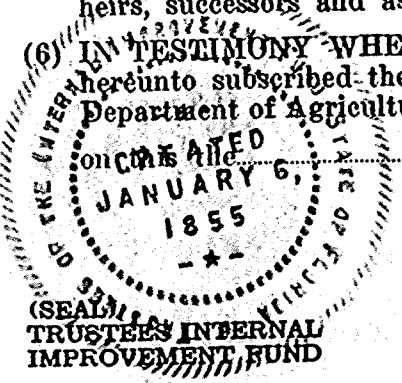
NOV 10 1941

STATE OF FLORIDA

BY:

Signatures and titles of Governor, Comptroller, Treasurer, Attorney General, and Commissioner of Agriculture.

As and Composing the TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA.



KNOW ALL MEN BY THESE PRESENTS, That the undersigned in consideration of the sum of One Dollar and other valuable considerations, the receipt of which is hereby acknowledged, grant and convey to FLORIDA POWER CORPORATION, its successors and assignees, the right, privilege and easement to construct, operate and maintain for such period of time as it may use the same or until the use thereof is abandoned, a single pole, ~~with cross arms~~ ~~with cross arms~~ line for the transmission and distribution of electricity, including necessary communication and other wires, poles, guys, anchors, ground connections, attachments, fixtures, equipment and accessories

desirable in connection therewith over, upon and across the following described land in Lake County, State of Florida, to wit:

NW $\frac{1}{4}$  of NW $\frac{1}{4}$ , Sec. 15, Twp. 22S, Rge. 25E;  
 E $\frac{1}{2}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$ , Sec. 16. Twp. 22S, Rge. 25E;

provided, however, that this easement is limited to the south 100 feet of the above property, and that fruit trees will not be trimmed, cut or removed.



together with the right to patrol, inspect, alter, improve, repair, rebuild or remove such lines, equipment and accessories, including the right to increase or decrease the number of wires and voltage, together with all rights and privileges reasonably necessary or convenient for the enjoyment or use thereof for the purposes above described, including the right to trim, cut and keep clear such trees, limbs and undergrowth along said lines, and all trees adjacent thereto that may endanger the proper operation of the same, and including the reasonable right to enter upon adjoining lands of the grantors for the purpose of exercising the rights herein granted.

The grantors covenant that they have the right to convey the said easement and that the grantee, its successors and assignees shall have quiet and peaceable possession, use and enjoyment of said easement.

IN WITNESS WHEREOF, the grantors have hereunto affixed their hands and seals this 23<sup>rd</sup> day of October, A. D. 1950

Signed, sealed and delivered in presence of:  
*H. C. B...*  
*Everett L. Farlow*

CONSIDERATION LESS THAN \$100.00  
*Harold L. Gore* (L. S.)  
 \_\_\_\_\_ (L. S.)  
 \_\_\_\_\_ (L. S.)  
 \_\_\_\_\_ (L. S.)

United States of America }  
 STATE OF FLORIDA } ss:  
 COUNTY OF CANAL ZONE }

I HEREBY CERTIFY that on this 23d day of October, A. D. 1950, before me the undersigned authority, personally appeared Harold L. Gore to me known to be the persons described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

Canal Zone  
 WITNESS my signature and official seal in said ~~City and State~~ the day and year last aforesaid.  
*Everett L. Farlow*  
 Notary Public

My Commission expires: September 14, 1953 FILED IN THE OFFICE OF THE CLERK OF CIRCUIT COURT 2<sup>d</sup> P. M. Jan 2 1951 RECORDED IN Deed BOOK, 306 PAGE 471 LAKE COUNTY, FLORIDA. RECORD VERIFIED

158 UNITED STATES OF AMERICA } ss: *Everett L. Farlow* CLERK CIRCUIT COURT  
 CANAL ZONE }

I, E. C. LOMBARD, Executive Secretary of The Panama Canal, in charge of the Seal of the Government of the Canal Zone,  
 Do Hereby Certify That Everett L. Farlow, by and before whom the acknowledgment or proof of the annexed instrument was taken, was, at the time of taking the same, a duly commissioned and sworn NOTARY PUBLIC in and for the Canal Zone, and was duly authorized by the laws of the Canal Zone to take the acknowledgment or proof; further, that I have charge of the official records of the appointment of said Notary Public, that I have a record of his signature, and that I am acquainted with his handwriting and verily believe that the signature to the certificate of acknowledgment or proof of the annexed instrument is his true and genuine signature; further, that the impression of the seal of the said Notary Public as affixed on said certificate has been compared with the original on file in this office and is verily believed to be true and genuine; and further, that the acknowledgment or proof was taken in accordance with the laws of the Canal Zone.

In Testimony Whereof, I have hereunto set my hand and affixed the Seal of the Government of the Canal Zone, at Balboa Heights, Canal Zone, this 24 day of October, 1950  
*E. C. Lombard*



KNOW ALL MEN BY THESE PRESENTS, That the undersigned in consideration of the sum of One Dollar and other valuable considerations, the receipt of which is hereby acknowledged, grant and convey to FLORIDA POWER CORPORATION, its successors and assigns, the right, privilege and easement to construct, operate and maintain for such period of time as it may use the same or until the use thereof is abandoned, a single pole, ~~frame and/or tower~~ line for the transmission and distribution of electricity, including necessary communication and other wires, poles, guys, anchors, ground connections, attachments, fixtures, equipment and accessories

desirable in connection therewith over, upon and across the following described land in Lake County, State of Florida, to wit:

N 1/2 of SE 1/4 of NW 1/4 - 1/2 of R. B. and N 1/2 of SW 1/4 of NW 1/4 of Sect. 15 - Twp 22 S - Rge 25 E provided that fruit trees will not be trimmed, cut or removed



together with the right to patrol, inspect, alter, improve, repair, rebuild or remove such lines, equipment and accessories, including the right to increase or decrease the number of wires and voltage, together with all rights and privileges reasonably necessary or convenient for the enjoyment or use thereof for the purposes above described, including the right to trim, cut and keep clear such trees, limbs and undergrowth along said lines, and all trees adjacent thereto that may endanger the proper operation of the same, and including the reasonable right to enter upon adjoining lands of the grantors for the purpose of exercising the rights herein granted.

The grantors covenant that they have the right to convey the said easement and that the grantee, its successors and assigns shall have quiet and peaceable possession, use and enjoyment of said easement.

IN WITNESS WHEREOF, the grantors have hereunto affixed their hands and seals this 25<sup>th</sup> day of Oct., A. D. 1950.

Signed, sealed and delivered in presence of:

John V. Crawford (L. S.)  
Helen M. Frisz (L. S.)  
F. G. Spillmeyer (L. S.)  
\_\_\_\_\_  
\_\_\_\_\_ (L. S.)

STATE OF FLORIDA

COUNTY OF Lake

I HEREBY CERTIFY that on this 25<sup>th</sup> day of Oct, A. D. 1950, before me the undersigned authority, personally appeared Helen M. Frisz widow to me known to be the persons described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

IN WITNESS my signature and official seal in said County and State, the day and year last aforesaid.

Notary Public, State of Florida at Large.  
My Commission Expires June 11, 1952.

F. G. Spillmeyer  
Notary Public

Lake County, Florida  
Filed this 2 day of Jan, 1951 at 3:40 o'clock P.M and recorded in Deed Book 306, Page 482 and duly verified this 2 day of Jan, 1951.

Geo. J. Dykes CLERK CIRCUIT COURT

By \_\_\_\_\_ D. C.

Camp Lake - Groveland 69kV  
(CLG-168A to CLG-174 (south circuit))  
15 & 16-22S-25E  
Hanover Cypress Oaks, LLC



**PARTIAL RELEASE OF EASEMENT AND  
AMENDMENT AND RESTATEMENT OF EASEMENT**

WHEREAS, by instrument dated October 23, 1950, Harold L. Gore, did grant and convey unto **FLORIDA POWER CORPORATION**, a Florida corporation, a right-of-way easement (the "Original Easement") subsequently recorded on January 2, 1951 in Deed Book 306 at Page 471, of the Public Records of Lake County, Florida, covering the lands in Lake County, Florida, described in the Original Easement; and

WHEREAS, by instrument dated October 25, 1950, Helen M. Frisz, did grant and convey unto **FLORIDA POWER CORPORATION**, a Florida corporation, a right-of-way easement (the "Original Easement") subsequently recorded on January 2, 1951 in Deed Book 306 at Page 482, of the Public Records of Lake County, Florida, covering the lands in Lake County, Florida, described in the Original Easement; and

WHEREAS, **HANOVER CYPRESS OAKS, LLC** is the fee simple owner of the following described lands in Lake County, Florida to wit:

**See Exhibit "A", attached hereto, incorporated herein, and by this reference made a part hereof.**

which property is hereinafter called the "Encumbered Property;" and

WHEREAS, **DUKE ENERGY FLORIDA, INC. d/b/a Duke Energy**, a Florida corporation, as successor in title to Florida Power Corporation, hereinafter known as Duke Energy, has been requested to release a portion of the Encumbered Property located in Lake County, Florida and Duke Energy is willing to release said portion in consideration for **HANOVER CYPRESS OAKS, LLC** amending and restating the Original Easements solely as they relate to the remainder of the Encumbered Property not expressly released hereunder.

NOW, THEREFORE, for and in consideration of the mutual covenants and benefits herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein and by reference.
2. Duke Energy has released and discharged and by these presents does release and discharge all of the right, title, interest, claim and demand which Duke Energy has under and by virtue of the Original Easements in and to, but only in and to the following-described land in Lake County, Florida, to wit:

**See Exhibit "A", attached hereto, incorporated herein, and by this reference made a part hereof LESS AND EXCEPTING THEREFROM AND RESERVING UNTO Duke Energy, its successors and assigns, a 100 foot wide easement area more specifically described on Exhibit "B", attached hereto, incorporated herein, and by this reference made a part hereof, which easement area Duke Energy is expressly retaining and not releasing by this instrument.**

This document prepared by: Kristy Parker  
Return to: Duke Energy Florida, Inc.  
Attn: Land & Facilities Support Services  
3300 Exchange Place, NP4A  
Lake Mary, FL 32746



**Tax Parcel ID:** 01-22-24-390500800000 (Alt Key 1061954); 01-22-24-380100100000 (Alt Key 1061946); 15-22-25-000200002800 (Alt Key 1025222); 15-22-25-000200002900 (Alt Key 1303320); 01-22-24-380101700000 (Alt Key 1762405)

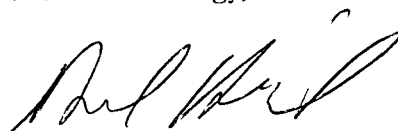
Provided, always, nevertheless, that nothing herein contained shall in anyway or manner impair, alter or diminish the rights, purpose, effect, encumbrance or provisions of the aforesaid easement on that portion of the remaining lands first above described and not hereby being released therefrom.

3. Duke Energy and **HANOVER CYPRESS OAKS, LLC** hereby amend and restate the Original Easements, but only as they relate to the remainder of the Encumbered Property not released hereby as part of the Released Property, in its entirety to read as set forth in **Exhibit "C"** attached hereto and made a part hereof (the "Amended and Restated Easement"); it being understood and agreed that the parties' rights with respect to the remainder of the Encumbered Property not released hereby shall be governed by the terms of the Amended and Restated Easement.

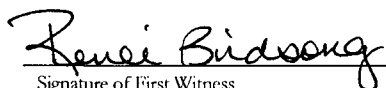
IN WITNESS WHEREOF, the parties have executed this Partial Release of Easement and Amendment and Restatement of Easement this 20<sup>th</sup> day of March, 2014.

**DUKE ENERGY FLORIDA, INC.**  
d/b/a Duke Energy, a Florida corporation

**SIGNED AND DELIVERED  
IN THE PRESENCE OF:**



Daniel Hendricks  
Manager, Land Services - Transactions



Signature of First Witness

Renee Birdsong

Print or Type Name of First Witness



Signature of Second Witness

Bruce Todd Boyer

Print or Type Name of Second Witness

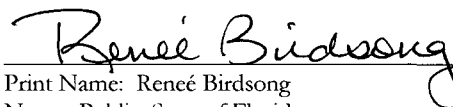
**Duke Energy's mailing address:**  
Attn: Land & Facilities Support Services  
3300 Exchange Place, NP4A  
Lake Mary, FL 32746



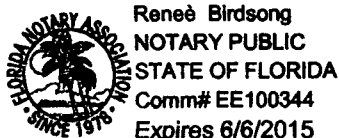
State of Florida )  
County of Seminole ) ss

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of February, 2014, by **Daniel Hendricks** as **Manager of Land Services - Transactions** of **DUKE ENERGY FLORIDA, INC. d/b/a Duke Energy**, a Florida corporation, on behalf of the corporation. He personally appeared before me at the time of notarization, and is personally known to me.

NOTARY SEAL

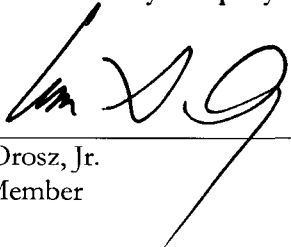


Print Name: Renee Birdsong  
Notary Public, State of Florida  
Commission No: EE100344  
My Commission Expires: 06/06/2015

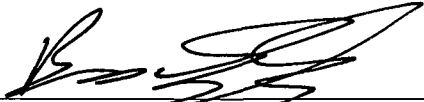


HANOVER CYPRESS OAKS, LLC  
a Florida limited liability company

SIGNED AND DELIVERED  
IN THE PRESENCE OF:



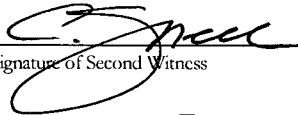
William S. Orosz, Jr.  
Managing Member



Signature of First Witness

Ben Snyder

Print or Type Name of First Witness



Signature of Second Witness

Crystal Snell

Print or Type Name of Second Witness

Hanover Cypress Oaks, LLC's mailing address:  
2420 S. Lakemont Avenue  
Suite 450  
Orlando, FL 32814

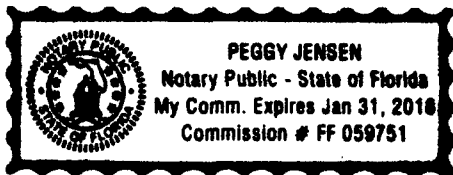
State of Florida )  
County of Orange ) ss

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of March, 2014, by **William S. Orosz, Jr.** as **Managing Member** of **Hanover Cypress Oaks, LLC**, a Florida limited liability company, on behalf of the company. He personally appeared before me at the time of notarization, and is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY SEAL



Print Name:  
Notary Public



**Exhibit "A"**

**(per Warranty Deed recorded in Official Records Book 4422, Page 2059-2060  
of the Public Records of Lake County, Florida)**

Parcel I:

The NW 1/4 of the NW 1/4 of Section 15, Township 22 South, Range 25 East being otherwise described as Tracts 1, 2, 15 and 16, Groveland Farms, a subdivision according to the plat thereof recorded at Plat Book 2, Pages 10 and 11, in the Public Records of Lake County, Florida.

Parcel II:

Tracts 17 and 18, in Section 15, Township 22 South, Range 25 East, Groveland Farms, a subdivision according to the plat thereof recorded at Plat Book 2, Pages 10 and 11, in the Public Records of Lake County, Florida.

And

The fractional West 1/2 of the SE 1/4 of NW 1/4 lying North of the Seaboard Coastline Railroad (formerly Atlantic Coastline Railroad), in Section 15, Township 22 South, Range 25 East, Lake County, Florida.

And

That Part of the former Atlantic Coastline Railroad right of way line within the West 1/2 of the SE 1/4 of the NW 1/4 in Section 15, Township 22 South, Range 25 East, Lake County, Florida.

LESS AND EXCEPT that portion described In the Order of Taking recorded in Official Records Book 4255, Page 1994, Public Records of Lake County, Florida, being more particularly described as follows:

That portion of the Lands as described in Official Records Book 2486, Page 677, Public Records of Lake County, Florida, and lying in Section 15, Township 22 South, Range 25 East, Lake County, Florida, described as follows:

Commence at the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 15; Thence on a bearing related to Florida Grid East zone, run N00°13'38"E along the west line of said Southeast 1/4 of the Northwest 1/4, a distance of 5.49 feet for the Point of Beginning; Thence continue along said west line N00°13'38"E a distance of 60.58 feet to the Southerly pavement of Jack Underwood Road as it exists this date; Thence departing said west line run N52°36'58"E a distance of 145.94 feet to a non-tangent curve concave southerly and having a radius of 45.77 feet and to which a radial line bears N35°38'55"W; thence run easterly along the arc of said curve and southerly edge of pavement through a central angle of 88°06'29" an arc distance of 70.39 feet; thence departing said southerly edge of pavement run S52°01'15"W a distance of 227.31 feet to the Point of beginning.

ALSO LESS AND EXCEPT that portion described in the Order of Taking recorded in Official Records Book 4255, Page 1994, Public Records of Lake County, Florida, being more particularly described as follows:

That portion of the Lands as described in Official Records Book 2486, Page 677, Public Records of Lake County, Florida, and lying in Section 15, Township 22 South, Range 25 East Lake County, Florida, described as follows:

Commence at the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 15, · Thence on a bearing related to Florida Grid East zone, run N00°13'38"E along the west line of said Southeast 1/4 of the Northwest 1/4, a distance of 5.49 feet; Thence departing said west line run N52°01'58"E a distance of 247.74 feet to the Easterly edge of pavement of Jack Underwood road as it exists this date, said point being the Point of Beginning; thence run along said Easterly edge of pavement the following six (6) courses. N42°18'15"W a distance of 4.45 feet; thence run N06°56'02"E a distance of 4.93 feet; thence run N45°02'04"W a distance of 14.85 feet; Thence run S47°34'18"W a distance of 2.97 feet; Thence run N41°09'42"W a distance of 10.48 feet to the point of curvature of a curve concave easterly and having a radius of 10.79 feet; Thence run northerly along the arc of said curve through a central angle of 34°13'29" on ore distance of 6.45 feet; thence departing said Easterly edge of pavement run N°52'15'04"E a distance of 317.97 feet to the point of curvature of a non-tangent curve concave southeasterly and having a radius of 2830.08 feet, to which a radial line bears N37°33'05"W; Thence run along the arc of said curve through a central angle of 5°54'38" on arc distance of 291.44 feet to the East line of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section 15; Thence run S00°12'28"W along said East line a distance of 46.38 feet, said point being situated on a non-tangent curve concave southeasterly and having a radius of 2839.93 feet and to which a radial line bears N31°54'55"W; Thence departing said East line run southwesterly along the arc of said curve through a central angle of 6°03'50" an arc distance of 300.56 feet to the point of tangency; Thence run S52°01'15"W a distance of 279.91 feet to the Point of Beginning.

#### Parcel III

The East 1/2 (E 1/2) of the Northeast Quarter (NE 1/4) of the Northeast (NE 1/4) of Section 16, Township 22 South, Range 25 East in Lake County, Florida; being otherwise described as Tracts 8 and 9 of Section 16, Groveland Farms, a subdivision according to the plat thereof recorded at Plat Book 2, Pages 10 and 11, in the Public Records of Lake County, Florida.

And

#### Parcel IV

The North twenty (20) acres of all that portion of the West 1/2 of the East 1/2 of the Northwest 1/4 of Section 15, Township 22 South, Range 25 East, lying North of the right of way of Atlantic Coast Line Railroad in Lake County, Florida.

## LEGAL DESCRIPTION EXHIBIT "B"

### LEGAL DESCRIPTION

A STRIP OF LAND LYING IN SECTIONS 15 & 16, TOWNSHIP 22 SOUTH, RANGE 25 EAST BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF MARSH HAMMOCK PHASE I, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 45, PAGES 10 AND 11, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA FOR A POINT OF REFERENCE; THENCE RUN SOUTH 00°13'30" WEST, ALONG THE WEST LINE OF SAID MARSH HAMMOCK PHASE I, A DISTANCE OF 110.07 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 00°13'30" WEST, ALONG SAID WEST LINE 100.00 FEET; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°42'35" WEST, 1764.95 FEET; THENCE RUN NORTH 84°33'39" WEST, 228.11 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER SECTION 15, TOWNSHIP 22 SOUTH, RANGE 25 EAST; THENCE RUN NORTH 00°15'40" EAST, ALONG SAID WEST LINE, 74.50 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER, OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 22 SOUTH, RANGE 25 EAST, ALSO BEING THE SOUTHEAST CORNER OF TRACT 9, GROVELAND FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 10 AND 11; THENCE RUN NORTH 89°47'26" WEST, ALONG THE SOUTH LINE OF SAID TRACT 9 AND THE SOUTH LINE OF THE NORTHEAST QUARTER, OF THE NORTHEAST QUARTER OF SAID SECTION 16 A DISTANCE OF 660.21 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 16 ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT 9; THENCE RUN NORTH 00°15'24" EAST, ALONG SAID WEST LINE 81.93 FEET; THENCE DEPARTING SAID WEST LINE RUN SOUTH 85°17'48" EAST, 341.46 FEET; THENCE RUN SOUTH 84°33'39" EAST, 553.77 FEET; THENCE RUN SOUTH 89°42'35" EAST, 1760.34 FEET TO THE POINT OF BEGINNING.

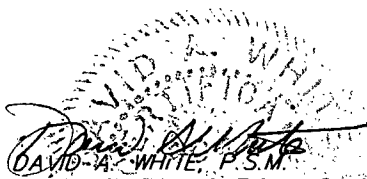
THE ABOVE DESCRIBED STRIP OF LAND LIES IN LAKE COUNTY, FLORIDA AND CONTAINS 5.409 ACRES MORE OR LESS.

### SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE WEST LINE OF MARSH HAMMOCK PHASE I, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 10 & 11, BEIN SOUTH 00°13'30" WEST.
- (4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
- (6) THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.
- (7) THE CLASSIFICATION USE OF THE LAND, PURSUANT TO THE MINIMUM TECHNICAL STANDARDS SET FORTH IN RULE CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, FLORIDA STATUTES 472.027, IS SUBURBAN. THE MINIMUM RELATIVE DISTANCE ACCURACY OF THIS MAP OF BOUNDARY SURVEY ACHIEVES OR EXCEEDS ONE FOOT IN 7,500 FEET.

(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

  
 DAVID A. WHITE, P.S.M.  
 FLORIDA REGISTRATION NO. 4044  
 PEC, SURVEYING AND MAPPING, LLC.  
 CERTIFICATE OF AUTHORIZATION L.B. #7808  
 DATE OF SIGNATURE: 02-13-2014

# PEC

## SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

WWW.PECONLINE.COM

### SECTION 15 & 16, TOWNSHIP 22 SOUTH, RANGE 25 EAST

DATE: DECEMBER 16, 2013

PREP BY: T.W.B.

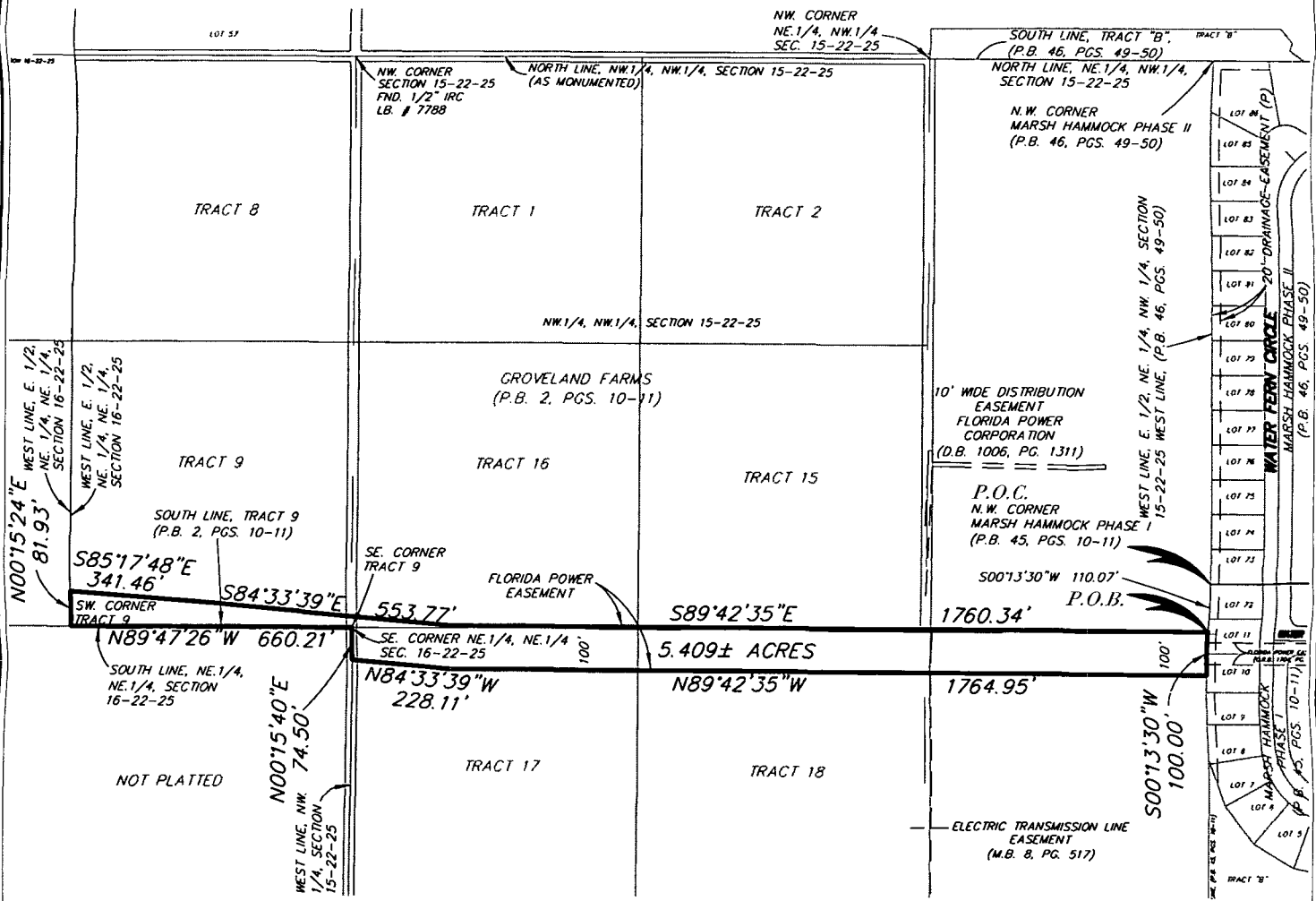
DRAWN BY: T.W.B.

JOB #: 13-106

# LEGAL DESCRIPTION EXHIBIT "B"



SCALE  
1" = 400'



(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

## PEC

## SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

WWW.PECONLINE.COM

SECTION 15 & 16, TOWNSHIP 22 SOUTH, RANGE 25 EAST

DATE: DECEMBER 16, 2013

PREP BY: T.W.B.

DRAWN BY: T.W.B.

JOB #: 13-106

O: 13-106 Cypress Oaks Boundary Survey 13-106-POWER EASEMENT.dwg Feb 13, 2014 - 2:51pm



**EXHIBIT "C"**  
**AMENDED AND RESTATED EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, **HANOVER CYPRESS OAKS, LLC**, their heirs, successors and assigns (GRANTOR herein), in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, grant and convey to **DUKE ENERGY FLORIDA, INC. d/b/a Duke Energy**, a Florida corporation, (GRANTEE herein) 3300 Exchange Place, NP4A, Lake Mary, FL 32746, its successors, assigns, lessees, licensees, transferees, permittees, and apportionees, the right, privilege and easement to construct, remove, reconstruct, operate, and maintain in perpetuity overhead or underground electric transmission and distribution lines, communication systems and related facilities for providing electric energy services, and communications services (including services to telecommunication providers and other customers) and the transmission of any and all present or future form of communication by any present or future means or method (including, with respect to all grants herein, supporting structures, communication and other wires, fiber optics, guys, anchors, attachments and accessories desirable in connection therewith) all of which may be installed or constructed over, under, upon, across, through and within the following described lands in Polk County, Florida, and referred to hereinafter as the Easement Area to wit:

**See Exhibit "B" attached hereto, incorporated herein, and by this reference made a part hereof**

Together with the right to construct, install, operate, utilize, patrol, inspect, alter, improve, repair, rebuild, relocate or remove such lines, systems and supporting structures (including poles) and related facilities, including the right to increase or decrease the number and type of supporting structures, poles, wires and voltage, and to build, maintain and protect such roadways as may reasonably be required for these purposes.

GRANTEE shall have all other rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance of said electric transmission and distribution lines, communication systems and related facilities, including (i) the right to trim, cut, remove and keep clear trees, limbs and undergrowth within said Easement Area and the right to cut down at any time and from time to time, in GRANTEE'S sole discretion, any dead, diseased, damaged or leaning tree standing outside the Easement Area (also known as a "danger tree") which may interfere with or endanger the transmission and distribution lines and related facilities, together with the right to cut and remove any limb or any part thereof of any tree standing outside the Easement Area when such limb, or any part thereof, protrudes or is likely to protrude into the Easement Area, and further including (ii) the reasonable right to enter upon adjoining lands of the Grantor by such route or routes, including private roads and ways then existing thereon, on foot or by conveyance, with materials, supplies, and equipment as may be desirable for the purpose of exercising all rights herein granted, and further including (iii) the right to install gates a minimum of sixteen (16) feet in width, along with GRANTEE'S lock linked with GRANTOR's lock and further including (iv) the right to relocate any listed or protected plant or animal species found within the Easement Area to another location within the Easement Area. As a result of said relocations, GRANTEE hereby agrees to restore the Easement Area to as near as practicable to the original condition.

GRANTOR covenants and agrees that no trees, buildings, structures, ponds or obstacles will be located or constructed within the Easement Area nor shall ground elevation be altered more than two (2) feet.

GRANTOR shall have all other rights in and to said Easement Area not inconsistent with (i) GRANTEE's right to the safe and efficient operation and maintenance of said electric transmission and distribution lines, communications systems and related facilities, including clear, continuous access within the Easement Area, (ii) GRANTEE'S right-of-way utilization or encroachment guidelines, or (iii) any federal, state, or local law, rule, or regulation; including, but not limited to, the right to utilize said Easement Area for (a) ingress and egress, (b) general farming and (c) construction, maintenance and travel over roads and streets across the Easement Area.

PROVIDED, HOWEVER, that as a condition precedent to the exercise of any such right other than ingress and egress, GRANTOR, covenants and agrees to obtain from GRANTEE ((800) 700-8744, [www.prgnprojectsolutions.com](http://www.prgnprojectsolutions.com), or P.O. Box 14042, St. Petersburg, Florida 33733, Attention: Asset Protection Specialist) a prior written determination that the exercise of such right is not inconsistent with the safe and efficient operation and maintenance of said electric transmission and distribution lines and communications systems or with any of the foregoing guidelines or laws.

GRANTOR warrants and covenants that they have the right to convey to GRANTEE this easement, and that GRANTEE shall have quiet and peaceful possession, use and enjoyment of same.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

REC 9.00  
DOC 55  
TF 1.50

89 17065



DISTRIBUTION EASEMENT

BOOK 1006 PAGE 1311

THIS EASEMENT, Made this day between Max W. Portin and William Howard Portin, Jr.

their heirs, successors and assigns ("GRANTOR"), and FLORIDA POWER CORPORATION, a Florida corporation, its successors, lessees and assigns ("GRANTEE");

WITNESSETH, That, for and in consideration of the mutual benefits, covenants and conditions herein contained, GRANTOR grants and conveys to GRANTEE an easement to install, operate and maintain in perpetuity or until the use thereof is abandoned, such facilities as may be necessary or desirable for providing electric energy and service and communication services; said facilities being located in the following described "Easement Area" within GRANTOR's premises in LAKE County, Florida, to wit:

A 10 foot wide Easement Area defined as ~~commencing~~ lying 5 feet on each side of the centerline of Grantee's facilities as designed and installed at mutually agreed upon locations on the following described property:

N-20 Acres All that portion of West half of the East Half of the NW 1/4 (W-1/2 of E-1/2 of NW-1/4 Section 15 Township 22-S Range 25 East) Laying North of the Right of Way of Atlantic Coast Line Rail Road in Lake Co. Florida:

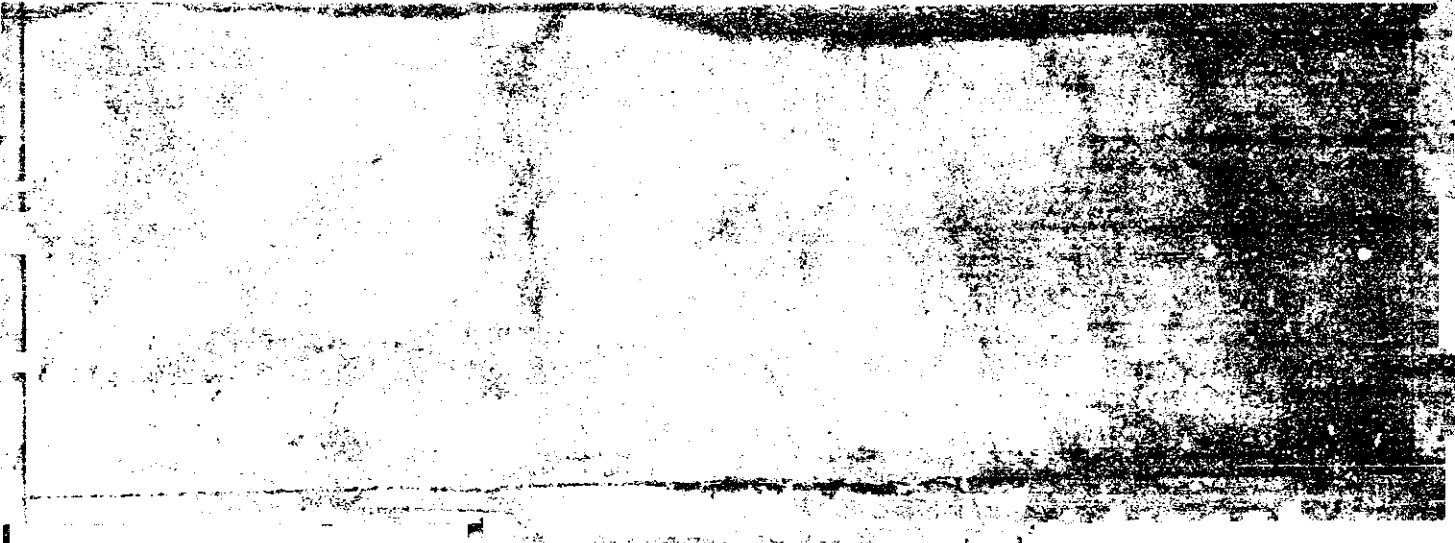
The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for GRANTEE to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; (b) the right for GRANTEE to increase or decrease the voltage and to change the quantity and type of facilities; (c) the right for GRANTEE to clear the Easement Area of trees, limbs, undergrowth and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; (d) the right for GRANTEE to trim or remove any timber adjacent to but outside the Easement Area which, in the opinion of GRANTEE, endangers or interferes with the safe and efficient installation, operation or maintenance of said facilities; (e) the reasonable right for GRANTEE to enter upon lands of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (f) all other rights and privileges reasonably necessary or convenient for GRANTEE's safe and efficient installation, operation and maintenance of said facilities and for the enjoyment and use of said easement for the purposes described above.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If fences are installed, they shall be placed so as to allow ready access to GRANTEE's facilities and provide a working space of not less than six feet (6') on the opening side and one foot (1') on the other three sides of any pad mounted transformer. If GRANTOR's future orderly development of the premises is in physical conflict with GRANTEE's facilities, GRANTEE

Section 15 Township 22 Range 25 County Lake  
Project Name: Citrus Production Primary extension C-89-0068  
APR 1 10 PM '89

STATE OF FLORIDA  
DOCUMENTARY STAMP TAX  
DEPT. OF REVENUE  
APR 7 1989  
00.55

This document prepared by H. A. EVERTZ III  
Returns to: Real Estate Dept., Fla. Power Corp.  
P.O. Box 14042, St. Petersburg, FL 33733



shall, within 60 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon Easement Area in GRANTOR's premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation.

GRANTOR covenants not to interfere with GRANTEE's facilities within the Easement Area in GRANTOR's premises, and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to persons or property, resulting from interference with GRANTEE's facilities by GRANTOR or by GRANTOR's agents or employees.

GRANTOR hereby warrants and covenants (a) that GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE, and (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the GRANTOR's hands and seals have been hereunto affixed this 23rd day of February, 19 89.

WITNESSES:

James S. Thompson Jr  
Edward C. Thompson

Mae W. Partin (L.S.)  
William Howard Partin, Jr. (S.O.A.S.)

OS T 0

SS' 0 STATE OF FLORIDA )

CO'S 0 COUNTY OF ORANGE ) ss.

The foregoing instrument was acknowledged before me this 23 day of February, 19 89.

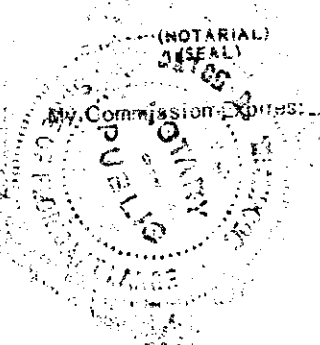
by MAE W. PARTIN  
WILLIAM HOWARD PARTIN, JR. as GRANTOR.

Alicia R. Thompson  
Notary Public

(NOTARIAL SEAL)

NOTARY PUBLIC STATE OF FLORIDA  
BY COMMISSION EXP. OCT. 1, 1990  
BONDED UNDER GENERAL INS. LAW.

My Commission Expires:



**Certified  
True and Correct  
Copy**

Record and Return To:  
City of Groveland  
Attn: City Clerk  
156 South Lake Ave  
Groveland, FL 34736

**ORDINANCE 2004-01-03**



**AN ORDINANCE EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GROVELAND, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 171.044; ANNEXING 80 +/- ACRES OF LAKE COUNTY THERETO A CERTAIN AREA OF LAND CONTIGUOUS TO AND NOT EMBRACED WITHIN THE PRESENT LIMITS OF THE CITY OF GROVELAND; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY, COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, R. E. Oswald and G. L. Oswald who are the property owners in an un-incorporated area proposed for annexation have petitioned the City Council, Groveland, Florida, to annex their property to the City of Groveland, and

WHEREAS, the City Council has determined that the area proposed for annexation is contiguous to the municipality and lies within the same county as the City of Groveland, now

THEREFORE, be it ordained, by the City Council of the City of Groveland, Florida, as follows:

**Section 1: Purpose and Intent.**

The corporate limits of the City of Groveland, Florida, are hereby extended and increased so as to include and embrace within the corporate limits of the City of Groveland, the area described as follows:

**Legal Description**

Tracts 8 and 9, Section 15, Township 22, Range 25, and Tracts 1, 2, 15 and 16, Section 15, township 22, Range 25, GROVELAND FARMS, according to the Plat thereof as recorded in Plat Book 2, Pages 10 and 11; AND the West ½ of the Northeast ¼ of the Northwest ¼ Section 15, Township 22, Range 25, all lying in Lake County, Florida.

and such area is hereby annexed and declared to be a part of the City of Groveland.

**Section 2: Applicability and Effect.**

The area annexed shall be subject to all laws, ordinances, and regulations enforced in the City of Groveland, and shall be entitled to the same privileges and benefits as other parts of the City of Groveland upon the effective date of the annexation.

The Lake County land use plan and county zoning shall remain in full force until the City of Groveland adopts a comprehensive plan amendment that includes the annexed area.

Certified copies of this Ordinance after approval shall be provided to the Clerk of the Circuit Court, the Lake County County Manager and the Secretary of State of the State of Florida.

**Section 3: Severability.**

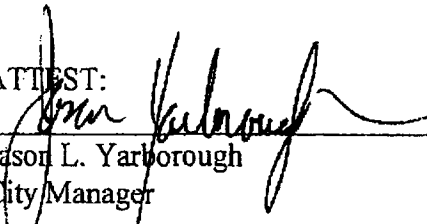
If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Section 4: Effective Date.**

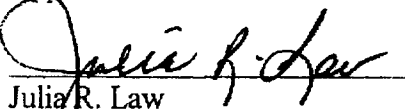
This Ordinance shall become effective immediately upon passage by the City Council of the City of Groveland.

PASSED AND ORDAINED in regular session of the City Council of the City of Groveland, Lake County, Florida, this 19<sup>th</sup> day of January, 2004.

  
HONORABLE CONNIE FLEETWOOD, MAYOR  
City of Groveland Florida

ATTEST:  
  
Jason L. Yarborough  
City Manager  
(SEAL)

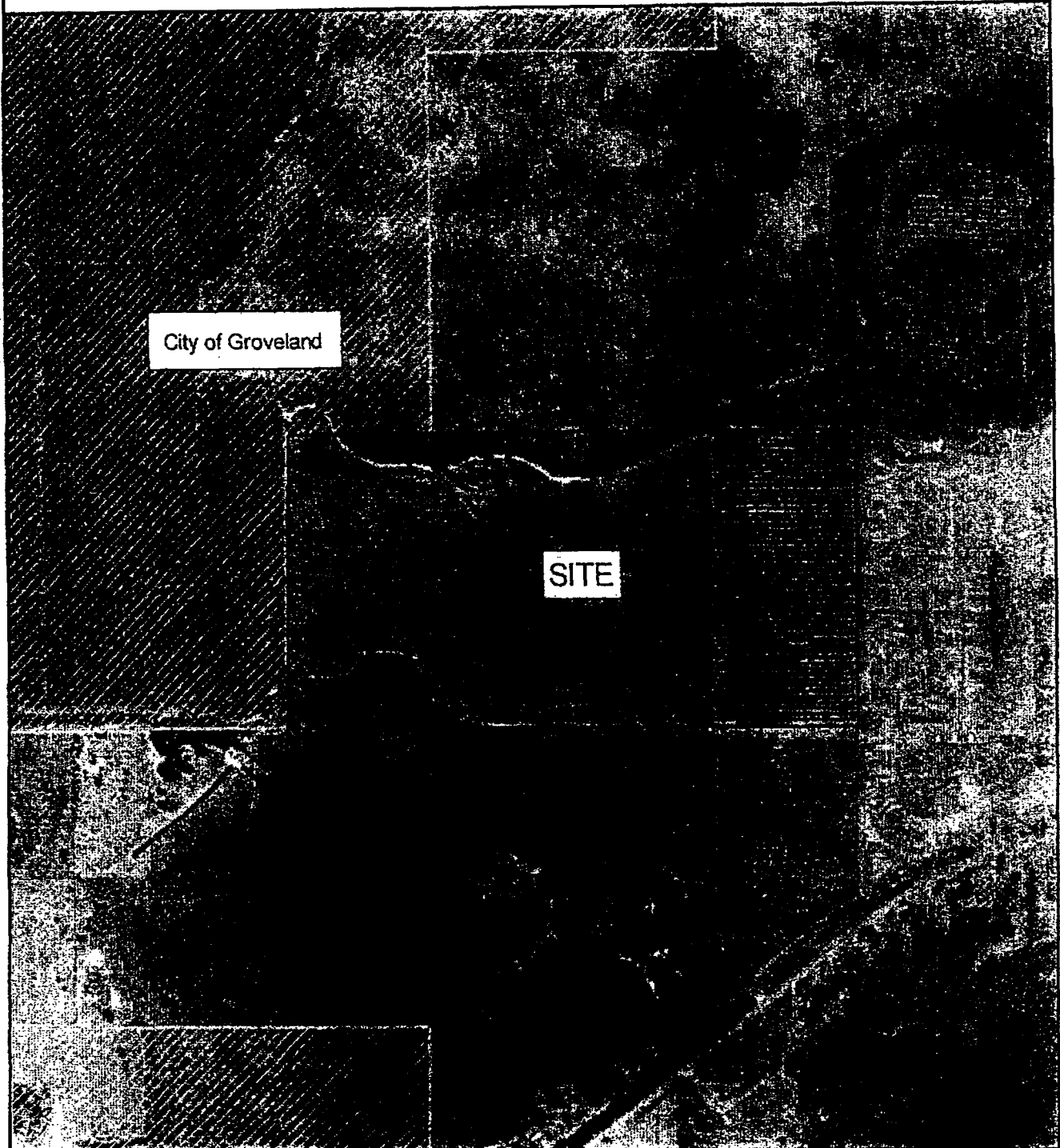
Approved as to Form:

  
Julia R. Law  
City Attorney

Passed First Reading 01/05/04

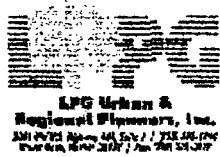
Passed Second Reading 01/20/04

City of Groveland  
Annexation - Ordinance 2004-01-03



City of Groveland

SITE



 Wetlands



SCALE 1" = 650'

**Certified  
True and Correct  
Copy**

Record and Return To:  
City of Groveland  
Attn: City Clerk  
156 South Lake Ave  
Groveland, FL 34736

**ORDINANCE 2004-01-04**



**AN ORDINANCE EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GROVELAND, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 171.044; ANNEXING 36 +/- ACRES OF LAKE COUNTY THERETO A CERTAIN AREA OF LAND CONTIGUOUS TO AND NOT EMBRACED WITHIN THE PRESENT LIMITS OF THE CITY OF GROVELAND; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY, COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Barbara Ann Frisz, as Trustee of the Barbara Ann Frisz Revocable Living Trust, who is the property owner in an un-incorporated area proposed for annexation has petitioned the City Council, Groveland, Florida, to annex her property to the City of Groveland, and

WHEREAS, the City Council has determined that the area proposed for annexation is contiguous to the municipality and lies within the same county as the City of Groveland, now

THEREFORE, be it ordained, by the City Council of the City of Groveland, Florida, as follows:

**Section 1: Purpose and Intent.**

The corporate limits of the City of Groveland, Florida, are hereby extended and increased so as to include and embrace within the corporate limits of the City of Groveland, the area described as follows:

**Legal Description**

Tracts 17 and 18, in Section 15, Township 22 South, Range 25 East, GROVELAND FARMS, according to the Plat thereof as recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida; AND the fractional West ½ of the Southeast ¼ of the Northwest ¼ lying North of the Seaboard Coastline Railroad (formerly Atlantic Coastline Railroad) in Section 15, Township 22 South, Range 25 East, Lake County, Florida; AND That part of the former Atlantic Coastline Railroad right of way lying within the West ½ of the Southeast ¼ of the northwest ¼ in Section 15, Township 22 South, Range 25 East, Lake County, Florida.

and such area is hereby annexed and declared to be a part of the City of Groveland.

**Section 2: Applicability and Effect.**

The area annexed shall be subject to all laws, ordinances, and regulations enforced in the City of Groveland, and shall be entitled to the same privileges and benefits as other parts of the City of Groveland upon the effective date of the annexation.

The Lake County land use plan and county zoning shall remain in full force until the City of Groveland adopts a comprehensive plan amendment that includes the annexed area.

Certified copies of this Ordinance after approval shall be provided to the Clerk of the Circuit Court, the Lake County County Manager and the Secretary of State of the State of Florida.

**Section 3: Severability.**

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Section 4: Effective Date.**

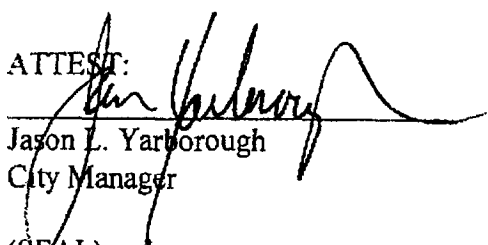
This Ordinance shall become effective immediately upon passage by the City Council of the City of Groveland.

PASSED AND ORDAINED in regular session of the City Council of the City of Groveland, Lake County, Florida, this 19<sup>th</sup> day of January, 2004.



HONORABLE CONNIE FLEETWOOD, MAYOR  
City of Groveland Florida

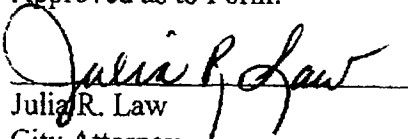
ATTEST:



Jason L. Yarborough  
City Manager

(SEAL)

Approved as to Form:



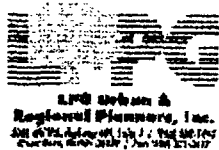
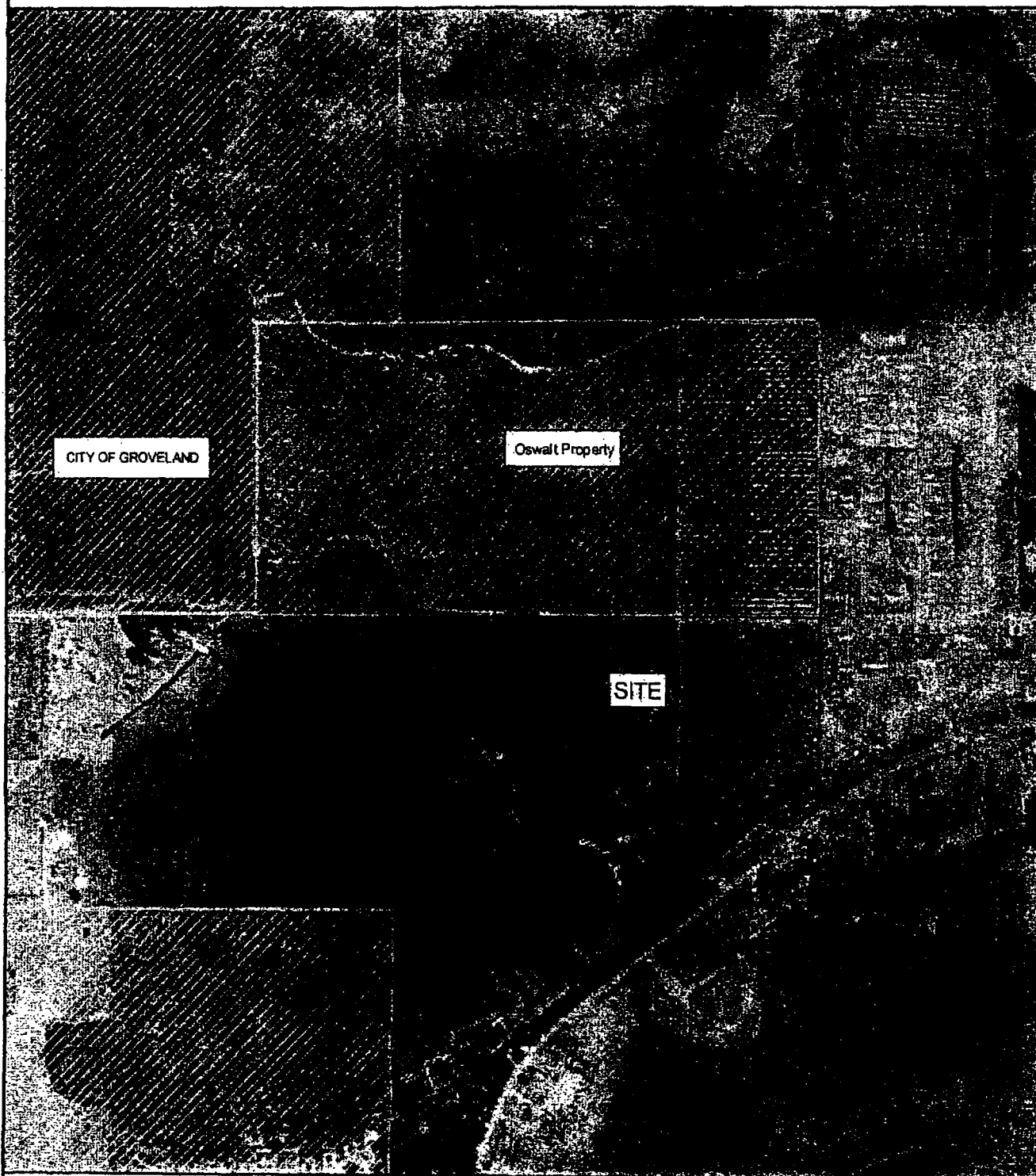
Julia R. Law  
City Attorney

Passed First Reading 01/05/04

Passed Second Reading 01/20/04



City of Groveland  
Annexation - Ordinance 2004-01-04



SCALE 1" = 650'

RETURN TO: Trudy Lovejoy

City of Groveland  
156 South Lake Ave  
Groveland, FL 34736

**ORDINANCE 2013-09-18**



**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA, REENACTING AND AMENDING THE PLANNED UNIT DEVELOPMENT OF THE CYPRESS OAKS SUBDIVISION AS ZONED IN ORDINANCE 2004-08-23; PROVIDING FOR CONDITIONS; PROVIDING FOR DIRECTIONS TO THE CITY MANAGER; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT HEREIN; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Cypress Oaks is located North of Jack Underwood Road and East of the Marina Del Rey subdivision (the "Subdivision"); and

**WHEREAS**, the property was zoned as a Planned Unit Development in Ordinance 2004-08-23 and gained preliminary plat approval in 2006 but Construction plans were never submitted and therefore the Planned Unit Development zoning classification expired; and

**WHEREAS**, Hanover Capital Partners, LLC (the "applicant") is requesting to reenact and extend the Planned Unit Development zoning classification as described in Ordinance 2004-08-23; and

**WHEREAS**, the applicant wishes to amend Ordinance 2004-08-23 to allow homeowners within the subdivision to construct walls or fences in landscape easements between rear yards;

**WHEREAS**, the applicant would like to eliminate the requirement in Sec. 133-67 of the City's Code of Ordinance which requires a landscape buffer between internal phases of a subdivision and is simultaneously seeking a variance; and

**WHEREAS**, the applicant desires to reduce the 15 feet or 20 feet landscaping Buffer B required between the property and adjacent properties to 10 feet in 25% of the required buffer, and is simultaneously seeking a variance;

**WHEREAS**, a PUD zoning is consistent with the future land use designation of the property.

**WHEREAS**, the City of Groveland Local Planning Agency recommended approval;

**WHEREAS**, the City of Groveland has advertised as required by law for two public hearings prior to adoption of this ordinance, and

**WHEREAS**, the City has held such public hearings and the records of the City provide that the owners of the land affected have been notified as required by law;

**NOW THEREFORE**, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA as follows:

**Section 1.     Zoning Classification.**

Pursuant to the application by R.E. Oswalt, the owner of the property hereinafter described, to reenact and extend the PUD zoning designation granted in Ordinance 2004-08-23 for the property located in the

City of Groveland, Lake County, Florida, more particularly described below is GRANTED as follows and subject to the special conditions set forth below:

Legal Description

Tracts 8 and 9, Section 15, Township 22, Range 25, and Tracts 1, 2, 15 and 16, Section 15, Township 22, Range 25, GROVELAND FARMS, according to the Plat thereof as recorded in Plat Book 2, pages 10 and 11; AND the West ½ of the Northeast ¼ of the Northwest ¼ Section 15, Township 22, Range 25; AND Tracts 17 and 18, in Section 15, Township 22 South, Range 25 East, GROVELAND FARMS, according to the Plat thereof as recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida; AND the fractional West ½ of the Southeast ¼ of the Northwest ¼ lying North of the Seaboard Coastline Railroad (formerly Atlantic Coastline Railroad) in Section 15, Township 22 South, Range 25 East, Lake County, Florida; AND That part of the former Atlantic Coastline Railroad right of way lying within the West ½ of the southeast ¼ of the Northwest ¼ in Section 15, Township 22 South, Range 25, all lying in Lake County, Florida. (the "Property").

**Section 2. Landscaping Requirements.** A variance from Chapter 133 of the Code of the City of Groveland is GRANTED. The paragraph entitled Landscaping Requirements in Ordinance 2004-08-23 is hereby amended to read as follows:

All landscaping shall be in accordance with the City's Land Development Regulations.

All lots which back onto other lots shall have a 10 ft landscape easement across the rear property boundary. Two of the required lot trees per home shall be placed within this easement. Fencing and walls may be constructed in the landscape easements between rear yards.

**Section 3. Expiration of PUD.** The paragraph entitled Expiration of PUD in Ordinance 2004-08-23 is hereby deleted.

**Section 4: Transportation.** The roads shall be developed in compliance with the City's Land Development Regulations in effect at the time this Ordinance is adopted which require 24 foot pavement widths for two lane roads and 14 foot pavement width for one lane roads (Sec. 149-134 (a)).

**Section 5: Special Conditions.**

The approvals granted herein are contingent on the following special conditions:

- a. Council approval of the variances requested by the applicant as provided for above relating to landscaping.

**Section 6. Expiration of PUD and Construction Plans.** Actual construction consistent with the PUD approvals (including construction plan approval) must begin within the Property within 3 years of the Effective Date of this ordinance without a lapse of construction. Lapse of construction means a period of 12 consecutive months with no construction. However, a period of 24 months or less between each of the three phases with no construction is permitted. If actual construction fails to begin as required

herein or construction commences but lapses at any time within 3 years of the Effective Date of this ordinance or thereafter, this PUD and any approvals including constructions plans shall be considered expired and of no further force or effect. If actual construction has not begun as required or began but lapsed, any vesting which may be claimed thereby shall be void. The applicant may request a twelve month extension prior to expiration.

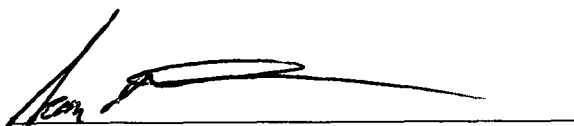
**Section 7. Directions.** The City Manager, or designee, is hereby directed to amend, alter, and implement the official zoning maps of the City of Groveland, Florida, to include said designation consistent with this Ordinance.

**Section 8. Severability.** That if any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Section 9: Conflict.** That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

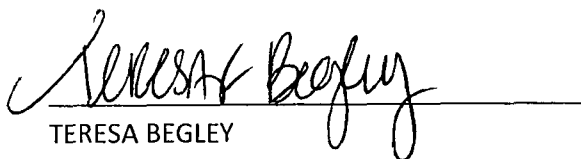
**Section 10. Effective Date.** This ordinance shall be effective immediately upon adoption by the City Council of the City of Groveland.

PASSED and ORDAINED at a regular meeting of the City Council of the City of Groveland, Lake County, Florida, this 7TH day of OCTOBER, 2013.



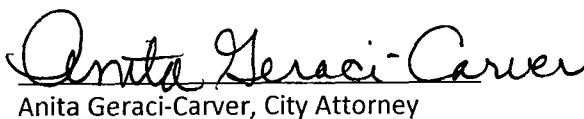
HONORABLE JAMES GEARHART, MAYOR  
City of Groveland, Florida

Attest:



TERESA BEGLEY  
City Clerk

Approved as to form and legality:



Anita Geraci-Carver, City Attorney

First Reading: 09/03/2013  
Second Reading: 10/07/2013

Council Member JOHN GRIFFIN moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Council Member TIM LOUCKS and upon roll call on the motion the vote was as follows:

	YEA	NAY
James Gearhart	✓	
John Griffin	✓	
Tim Loucks	✓	
Jared Mincey	✓	
James Smith	✓	

RETURN TO: Trudy Lovejoy

City of Groveland  
156 South Lake Ave  
Groveland, FL 34736

**ORDINANCE 2014-01-01**



**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA, AMENDING THE PLANNED UNIT DEVELOPMENT OF THE CYPRESS OAKS SUBDIVISION AS ZONED IN ORDINANCE 2004-08-23 AND THEREAFTER AMENDED; GRANTING A WAIVER FROM CITY OF GROVELAND CODE OF ORDINANCES SECTIONS 137-76(B) AND 145-47(D)(2) WHICH REQUIRE FRONT PORCHES ON 25% OF HOMES CONSTRUCTED IN A SUBDIVISION; GRANTING A WAIVER FROM CITY OF GROVELAND CODE OF ORDINANCES SECTIONS 137-77 AND 145-47(D)(3) WHICH REQUIRE RECESSED GARAGES ON 25% OF HOMES CONSTRUCTED IN A SUBDIVISION; AMENDING SETBACK REQUIREMENTS; GRANTING A VARIANCE FROM SECTION 133-127 OF THE CITY OF GROVELAND LANDSCAPING CODE TO ALLOW REMOVAL OF PROTECTED TREES UNDER 8 INCHES IN DIAMETER AS WELL AS PROTECTED TREES 8 INCHES IN DIAMETER AND OVER UNDER CERTAIN CONDITIONS; REQUIRING ADDITIONAL TREES TO BE PLANTED WITHIN THE PROPERTY; PROVIDING FOR CONDITIONS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT HEREIN; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Cypress Oaks is located North of Jack Underwood Road and East of the Marina Del Rey subdivision (the "Subdivision"); and

**WHEREAS**, Cypress Oaks was recently reenacted and amended in Ordinance 2013-09-18; and

**WHEREAS**, Ben Snyder (the "applicant") on behalf of the owner, Hanover Cypress Oaks, LLC, is requesting to amend the Planned Unit Development established in ordinance 2004-08-23 and thereafter amended in Ordinance 2013-09-18; and

**WHEREAS**, the applicant wishes to amend the Building Design section of Ordinance 2004-08-23 to eliminate the requirement of 25% of homes to have front porches and eliminate the verbiage dictating that a front porch shall be 80 square feet with a minimum depth of 6 feet; and

**WHEREAS**, City of Groveland Code of Ordinances Sections 137-76(b) and 145-47(d)(2) require 25% of homes constructed in a new subdivision include front porches having 80 square feet and a minimum depth of 6 feet; City of Groveland Code of Ordinances Sections 137-77 and 145-47(d)(3) require 25% of the homes constructed in a new subdivision have garages which are recessed from the front façade of the house; however, Section 137-79 and Sec. 145-47(e) allows applicants the option of submitting plans which do not include front porches and recessed garages if they offer both innovative design and sufficient additional amenities; and

**WHEREAS**, Ordinance 2004-08-23 requires a variety of architectural details or model types to avoid a monotonous appearance; and

**WHEREAS**, the applicant and owner have submitted floor plans to be constructed which offer innovative design and sufficient additional amenities; and

**WHEREAS**, the applicant and owner desires to amend the setback requirements set forth in Ordinance 2004-08-23 to include a category for rear setbacks applicable for pools and pool decks; and to revise the side yard setback to 5 feet for all lots except corner lots, which will have a 10 foot side yard setback for the side street and eliminate the requirement to maintain a minimum of 15' between homes; and

**WHEREAS**, the applicant and owner is simultaneously seeking a variance under Section 133-6 from Sec. 133-127 of the City of Groveland Code of Ordinances which generally requires protected trees, unless exempt from Chapter 117, Article II, and trees greater than three inches in diameter to be preserved unless exempt or unless within the areas required for access, infrastructure, building footprint or within a five-foot offset of the footprint for the residence; and

**WHEREAS**, a variance is also needed from Sec. 117-21(16) to allow any required substitute tree to be planted either on the lot or in the common areas; and

**WHEREAS**, the City Council has considered the application in accordance with standards for granting variances contained in Section 133-6, City of Groveland Code of Ordinances and finds there is competent, substantial evidence to support the requested variance;

**WHEREAS**, a PUD zoning is consistent with the future land use designation of the property; and

**WHEREAS**, the City of Groveland has advertised as required by law for two public hearings no less than 10 days prior to Council's adoption of this ordinance and property owners within 150 feet of the subject site were timely provided written notice delivered by U.S. Mail, Return Receipt Requested;

**WHEREAS**, the LPA has recommended approval of this ordinance; and

**NOW THEREFORE**, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA as follows:

**Section 1. Zoning Classification.**

The application by Ben Snyder on behalf of Hanover Cypress Oaks, LLC, the owner of the property hereinafter described, to amend the PUD zoning designation granted in Ordinance 2004-08-23 as thereafter amended in Ordinance 2013-09-18 for the property located in the City of Groveland, Lake County, Florida, more particularly described below is GRANTED as follows and subject to the special conditions set forth below:

### Legal Description

Tracts 8 and 9, Section 15, Township 22, Range 25, and Tracts 1, 2, 15 and 16, Section 15, Township 22, Range 25, GROVELAND FARMS, according to the Plat thereof as recorded in Plat Book 2, pages 10 and 11; AND the West ½ of the Northeast ¼ of the Northwest ¼ Section 15, Township 22, Range 25; AND Tracts 17 and 18, in Section 15, Township 22 South, Range 25 East, GROVELAND FARMS, according to the Plat thereof as recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida; AND the fractional West ½ of the Southeast ¼ of the Northwest ¼ lying North of the Seaboard Coastline Railroad (formerly Atlantic Coastline Railroad) in Section 15, Township 22 South, Range 25 East, Lake County, Florida; AND That part of the former Atlantic Coastline Railroad right of way lying within the West ½ of the southeast ¼ of the Northwest ¼ in Section 15, Township 22 South, Range 25, all lying in Lake County, Florida. (the "Property").

**Section 2. Building Design.** A waiver from Section 137-76(b), Section 145-47(d)(2), Section 137-77, and Section 145-47(d)(3) of the City of Groveland Code of Ordinances, Land Use and Development Ordinances is granted. Additionally, the provision entitled Building Design in Ordinance 2004-08-23 is amended to delete the requirement that a minimum of 25% of the dwellings have front porches, and to delete the requirement that front porches be of a minimum size and depth. The provision is amended to read as follows:

The following principals seek to promote a high quality development that will create a sense of place and community through the development of the site. These designs principals are illustrated in **Exhibit B**.

- A diversity of housing styles, shapes and materials is required in order to create variety in the streetscape
- The different housing types shall be integrated architecturally in order to give the development a harmonious appearance
- Exterior wall materials may include stucco, wood clapboarding (including vinyl or aluminum) imitation clapboard siding, or brick of a shape, color and texture similar to that found in the City.
- The creation of visual richness should be considered when choosing materials and details. Local characteristics are encouraged
- Side entrances for garages are encouraged
- A variety of roof heights, pitches and materials will be encouraged
- Landscaping should be incorporated into the overall design as a means of linking the development areas with open space

The floor plans and elevations submitted and depicted in **Exhibit B** display both an innovative design and sufficient additional amenities that will ensure a high quality development. Design principals demonstrated by the submitted plans include a diversity of elevations and architectural



features and may include front porches, shutters, stone accents, a variety of color schemes, and minimum 5:12 pitch roof.

### **Section 3. Special Conditions**

An identical home will not be built on a directly adjacent lot or directly across the street.

### **Section 4. Setbacks**

The setback requirements set forth in Ordinance 2004-08-23 are amended as follows:

Front: 20 feet

15 feet if dwelling has covered front porch

Rear: 10 feet, except 5 feet for pool and pool deck

Side: 5 feet, except 10 feet for corner lots at street side

The requirement to maintain a minimum of 15' between homes is deleted.

### **Section 5. Landscape requirements**

A variance from Sec. 133-137(a)(4) and from Sec. 117-21(16) is granted, in part. Owner shall locate and map all protected trees 8" or above in diameter at breast height or 54" above grade. Owner is not required to locate, map or protect trees less than 8" in diameter at breast height or 54" above grade, whether on the protected list or not. Protected trees of 8" or above in diameter at breast height or 54" above grade must be preserved unless within the area required for access, infrastructure, building footprint or within a five-foot offset of the footprint for the residence. If after such removal the lot will not contain a minimum of four trees of any type or types listed in Sec. 133-38, then owner shall be required to plant a substitute tree (to bring the total number of protected trees per lot to 4 or an equal number of protected trees as removed whichever is greater) of the types listed in Sec. 133-38 on the lot or within the common areas. The owner will be required to replace removed protected trees inch-for-inch of removed tree diameter at breast height and tree for tree. If the planting will take place on the lot, then such planting is to be performed prior to issuance of a certificate of occupancy. If the planting will take place within the common areas, then such planting is to be performed prior to the city issuing a certificate of completion for the subdivision or city accepting the conveyance of infrastructure improvements and real property, whichever occurs last; however, if neither can be accomplished for a reason acceptable to city, owner shall post a bond in an amount acceptable to city and for a duration acceptable to city until such trees are planted and viable. No lot may have less than 2 protected trees.

**Section 6. Severability.** That if any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Section 7. Conflict.** That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

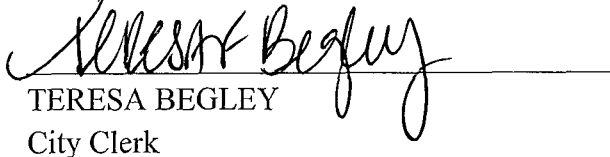
**Section 8. Effective Date.** This ordinance shall be effective immediately upon adoption by the City Council of the City of Groveland.

PASSED and ORDAINED at a regular meeting of the City Council of the City of Groveland, Lake County, Florida, this 17TH day of MARCH, 2014.



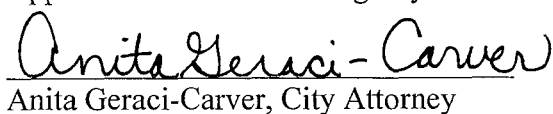
HONORABLE TIM LOUCKS, MAYOR  
City of Groveland, Florida

Attest:



TERESA BEGLEY  
City Clerk

Approved as to form and legality:



Anita Geraci-Carver, City Attorney

First Reading: 03/03/2014  
Second Reading: 03/17/2014

Council Member WILSON moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Council Member GRIFFIN and upon roll call on the motion the vote was as follows:

	YEA	NAY
John Griffin	✓	
Tim Loucks	✓	
James Smith	✓	
Dina Sweatt	✓	
Evelyn Wilson	✓	

Record and Return To:  
City of Groveland  
Attn: City Clerk  
156 South Lake Ave  
Groveland, FL 34736



**ORDINANCE 2014-08-09**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, COUNTY OF LAKE, STATE OF FLORIDA, AMENDING AND RESTATING ORDINANCE 2004-08-23 WHICH RECLASSIFIED THE ZONING FROM AG LAKE COUNTY TO PUD CITY OF GROVELAND FOR THE HEREAFTER DESCRIBED LANDS WITHIN THE CITY OF GROVELAND, FLORIDA; OWNED BY HANOVER CAPITAL PARTNERS, LLC, AND LOCATED AT CR 565A, GROVELAND, LAKE COUNTY, FLORIDA, PROVIDING FOR DIRECTIONS TO THE CITY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Cypress Oaks is located North of Jack Underwood Road and East of the Marina Del Rey subdivision (the "Subdivision"); and

**WHEREAS**, the property was zoned as a Planned Unit Development in Ordinance 2004-08-23 and gained preliminary plat approval in 2006 but Construction plans were never submitted and therefore the Planned Unit Development Zoning classification expired; and

**WHEREAS**, Hanover Capital Partners, LLC was granted approval to reenact and extend the Planned Unit Development zoning classification as described in Ordinance 2004-08-23 in Ordinance 2013-09-18; and

**WHEREAS**, Hanover Capital Partners, LLC was granted certain variances for the Cypress Oaks property pursuant to Resolution 2013-09-23 and Ordinance 2014-01-01 which have been incorporated herein;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Groveland, Florida, as follows:

**Section 1: Purpose and Intent.**

That the zoning classification of the following described property, being situated in the City of Groveland, Florida, shall hereafter be designated as PUD as defined in the Groveland Land Development Regulations.

**LEGAL DESCRIPTION**

Tracts 8 and 9, Section 15, Township 22, Range 25, and Tracts 1, 2, 15 and 16, Section 15, township 22, Range 25, GROVELAND FARMS, according to the Plat thereof as recorded in Plat Book 2, Pages 10 and 11; and the West ½ of the Northeast ¼ of the Northwest ¼ Section 15, Township 22, Range 25; AND Tracts 17 and 18, in Section 15, Township 22 South, Range 25 East, GROVELAND FARMS, according to the Plat thereof as recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida; AND the fractional West ½ of the Southeast ¼ of the Northwest ¼ lying North of the Seaboard Coastline Railroad (formerly Atlantic Coastline Railroad) in Section 15, Township 22 South, Range 25 East, Lake County, Florida; AND That part of the former Atlantic Coastline Railroad right of way lying within the West ½ of the Southeast ¼ of the northwest ¼ in Section 15, Township 22 South, Range 25 East, all lying in Lake County, Florida

**Section 2: Zoning Classification.**

That the property being so designated as PUD is subject to the following terms and conditions:

**General**

Development of this project shall be governed by the contents of this document and applicable sections of the City of Groveland Land Development Regulations and Code of Ordinances and all other applicable

rules, regulations and ordinances of the City.

Where in conflict, the terms of this document shall take precedence over the City of Groveland Land Development Regulations and Code of Ordinances, and all other applicable rules, regulations and ordinances of the City.

Unless otherwise noted, the definition of all terms shall be the same as the definitions set forth in the City of Groveland Land Development Regulations.

### **Purpose**

The purpose of this PUD is to:

1. Create an attractive and high quality environment which is compatible with the scale and character of the local environment; and
2. Develop a residential area that is safe, comfortable and attractive to pedestrians.
3. Create a community with direct visual and physical access to open land, with amenities in the form of community open space, and with a strong community identity;
4. Provide a network of open space;
5. Provide for a diversity of lot sizes and housing choices to accommodate a variety of age and income groups, and residential preferences, so that the City's population diversity may be maintained;

### **Land Uses**

The Concept Plan for this Project is attached hereto as Exhibit "A" and is an integral part of this PUD document. Elements in the Concept Plan include single-family detached homes, villas, townhomes and recreation. The approximate acreage devoted to each land use shall be as follows:

Residential:	83.5 +/- acres
Recreation:	3.5 +/- acres
Open space (including wetlands & lakes):	29 +/- acres

### **Residential**

The residential development may comprise single family detached homes, attached villas or townhomes. Villas or townhomes shall not comprise more than 25% of the total dwelling units.

### **Setbacks**

The following setbacks shall be applied to single family dwelling units, villas and townhomes:

- Front: 20 feet  
15 feet if dwelling has covered front porch
- Rear: 10 feet, except 5 feet for pool and pool deck
- Side: 5 feet, except 10 feet for corner lots at side street

### **Lot Size**

A range of lot sizes may be provided in order to create variety. There is no minimum lot size.

### **Dwelling Size**

The minimum dwelling size for all single family residences shall be 1,500 square feet of heated/air conditioned space under roof, exclusive of garage, carports and porches.

The minimum dwelling size for all villas/townhomes shall be 1,000 square feet of heated/air conditioned space under roof, exclusive of garage.

The maximum number of home sites should provide views of and access to adjoining open space.

### **Lot Width**

In accordance with the principle of providing diversity within the development a variety of lot widths

shall be permitted in the range of 50-100 feet. The minimum lot width at building line shall be 50 feet with a minimum street frontage of 20 feet.

#### Lot Coverage

Lots shall have a maximum lot coverage of 70% to include principal dwelling, all paved areas and swimming pools.

#### Height of Structures

No residential structure shall exceed 2 ½ stories or 35 feet in height.

The Owner/Developer shall adopt deed restrictions which prohibit manufactured or otherwise prefabricated homes.

#### Building Design

The following principles seek to promote a high quality development that will create a sense of place and community through the development of the site. These design principles are illustrated in Exhibit B.

- A diversity of housing styles, shapes and materials will be encouraged in order to create variety in the streetscape.
- The different housing types shall be integrated architecturally in order to give the development a harmonious appearance.
- Exterior wall materials may include stucco, wood clapboarding (including vinyl or aluminum imitation clapboard siding), or brick of a shape, color and texture similar to that found in the City.
- The creation of visual richness should be considered when choosing materials and details. Local characteristics are encouraged.
- A variety of roof, heights, pitches and materials will be encouraged.
- Landscaping should be incorporated into the overall design as a means of linking the development areas with the open spaces.

A waiver from Section 137-76(b) and Section 145-47(d)(2) of the City of Groveland Code of Ordinances, Land Use and Development Ordinances is granted based on the attached innovative designs and additional amenities.

#### Building Diversity

A variety of architectural details or model types shall be provided so as to avoid a monotonous appearance. The floor plans and elevations submitted display both an innovative design and sufficient additional amenities to ensure a high quality development. Design principals demonstrated by the submitted plans include a diversity of elevations and architectural features and they include front porches, shutters, stone accents, a variety of color schemes, and a minimum 5:12 pitch roof. The same home plan and elevation may not be repeated within 4 houses in either direction on the same side of the street, directly across the street or diagonally in either direction across the street.

#### Fencing

The erection of wood stockade fencing and chain link fencing is prohibited. Fencing or walls are permitted in the rear and side yards to a maximum height of 6 feet and, within the front yard, up to a maximum height of 3 feet with a maximum of 75 percent opaque. The architectural style and color of walls shall match the primary dwelling unit.

#### Recreation and Open Space

A minimum of 1.7 acres shall be provided for a passive recreation area adjacent to Eagle Pointe in the approximate location indicated on the Concept Plan. Passive recreation amenities shall be

provided included a gazebo in agreement with the City. It is the intent of the parties that the developer will donate the recreation area to the City for use as a city park.

In addition to the recreation area, open space will be provided within the development site. This open space shall include, but not be limited to, lakes, preserved wetlands, project buffer areas, drainage areas, retention areas and landscaped areas.

#### **Waterfront and Wetlands Buffer Requirement**

No development shall be allowed within the jurisdictional wetlands on the property. A minimum upland buffer of 25 feet with an average of 50 feet shall be maintained. No development except passive recreation as defined in Polity 5-1.6.4 of the Comprehensive Plan shall be permitted in wetland/lake areas.

#### **Phasing**

The project may be constructed in phases. Each phase shall be developed in conformance with this ordinance and no individual phase may exceed the densities or intensities projected in the Concept Plan.

#### **Public Facilities**

##### **Potable Water and Wastewater**

The Project shall be connected to the City Potable Water system and the City Sanitary Sewer system, prior to any Certificate of Occupancy being issued for any structure (except temporary construction uses) on the Project. Expansion of the City Potable Water and Sanitary Sewer systems shall be negotiated by separate Utility Agreement between City and the Owner/Developer. Such Utility Agreement may include prepayment of impact fees to aid expansion of facilities, reimbursement of offsite costs paid by the Owner/Developer by impact fee credits and/or cash reimbursement at the time of interconnections, if any and the installation of reuse lines for irrigation. Irrigation of common areas within the Project may be connected to an on-site irrigation well or wells. Re-use lines shall be installed for irrigation of lots.

##### **Solid Waste**

Solid Waste collection shall be pursuant to City regulations, as amended.

##### **Drainage**

The maintenance of the drainage system shall be responsibility of the Homeowners Association(s).

#### **Transportation**

There shall be a maximum of two (2) ingress and egress points for the Project. These shall be in the approximate locations shown on the Concept Plan. The principle road into the site shall link through to the adjacent property to the west. Provision shall be made for underground utilities. The roads shall be developed in compliance with the City's Land Development Regulations, which require 24 foot pavement widths for two lane roads and a 14 foot pavement width for one lane roads and this requirement is vested from subsequent changes to the City's Land Development Regulations.

#### **Street and Sidewalks**

1. The development shall have a connected street system that serves vehicles, pedestrians and bicycles which connects to recreation facilities and adjacent residential/community areas. A minimum of five foot (5') sidewalk shall be constructed along both sides of all streets.
2. Streets shall be interconnected as far as practicable, employing cul-de-sacs only where essential. Where cul-de-sacs are deemed to be unavoidable, continuous pedestrian circulation shall be provided for by connecting sidewalks that link the end of the cul-de-sac with the next street (or open space). A typical street layout is illustrated as Exhibit C.

3. Shade trees shall be planted within the right-of-way of all streets. Such trees shall comply with the City's Landscape Regulations for trees in the right-of-way. The type of street tree will be designated by the City and will not compromise the infrastructure of the Project.
4. Provision for the future development of a trail shall be provided along the part of the site which fronts CR 565A and along the main connector road through the site.

### **Landscaping Requirements**

All landscaping shall be in accordance with the City's Land Regulations, except as provided in the conditions below.

1. All lots which back onto other lots shall have a 5 foot landscape easement across the rear property boundary. Two of the required lot trees per home shall be placed within this easement. Fencing and walls may be constructed in the landscape easement between rear yards.
2. A landscape buffer will not be required between internal phases of the development.
3. Allow 25% of the landscape buffers between the subject property and the adjacent properties to be 10 feet in width while keeping the same landscaping requirements as detailed in Table 133-3 in the City's Code of Ordinances.
4. Owner shall locate and map all protected trees 8" or above in diameter at breast height or 54" above grade. Owner is not required to locate, map or protect trees less than 8" in diameter at breast height or 54" above grade, whether on the protected list or not. Protected trees of 8" or above in diameter at breast height or 54" above grade must be preserved unless within the area required for access, infrastructure, building footprint, within a five-foot offset of the footprint for the residence, or more than 6 inches above or below final grade. If after such removal the lot will not contain a minimum of four trees of any type or types listed in Sec. 133-38, then owner shall be required to plant a substitute tree to bring the total number of protected trees per lot to 4. of the types listed in Sec. 133-38 on the lot or within the common areas. The owner will be required to replace removed protected trees inch-for-inch of removed tree diameter at breast height and tree for tree. If the planting will take place on the lot, then such planting is to be performed prior to issuance of a certificate of occupancy. If the planting will take place within the common areas, then such planting is to be performed prior to the City issuing a certificate of completion for the subdivision or City accepting the conveyance of infrastructure improvements and real property, whichever occurs last; however, if neither can be accomplished for a reason acceptable to City, owner shall post a bond in the amount acceptable to City and for a duration acceptable to City until such trees are planted and viable. No lot may have less than 2 protected trees.

### **Lighting**

Street lighting shall be installed at every intersection, at the end of each cul-de-sac and at intervals of approximately 300 feet. Street lighting shall be installed by the Owner/Developer. This may be provided by individual decorative yard lamps so long as those lamps are illuminated by bulbs of at least 60 watts and are no more than 100 feet apart.

### **Utilities**

All utilities shall be underground.

### **Signage**

All signage on the property shall be ground signage and shall comply with the City Land Development

Regulations.

**Maintenance of Common Areas**

Maintenance of all common areas within the residential component of the Project shall be the responsibility of the Homeowner's Association(s) formed to govern such subdivision.

**City of Groveland Community Redevelopment Area**

A voluntary contribution of \$100 per home will be sought from the developer/builder towards improvements to the Groveland Community Redevelopment Area. This money shall be held by the Community Redevelopment Trust Fund and will be used towards the development and/or implementation of the Community Redevelopment Plan.

**Impact Fees**

The Owner/Developer acknowledges that the City of Groveland has impact fees of water, wastewater, fire, police and recreation, and that the Project shall be subject to such impact fees. The provision of on-site adult recreation facilities may be credited towards the recreation impact fee requirement.

**Amendments**

Any substantial deviation from the PUD Concept Plan, or deviation from the terms of this Ordinance, shall be approved by the City Council in accordance with the legal procedures to amend zoning ordinances.

**Expiration of PUD and Construction Plans**

Actual construction consistent with the PUD approvals (including construction plan approval) must begin on the Property by October 8, 2016 without a lapse of construction. Lapse of construction means a period of 12 consecutive months with no construction. However, a period of 24 months or less between each of the three phases with no construction is permitted. If actual construction fails to begin as required herein or construction commences but lapses any time within 3 years of October 8, 2016 or thereafter, this PUD and any approvals, including construction plans, shall be considered expired and of no further force or effect. If actual construction has not begun as required or begun but lapsed, any vesting which may be claimed thereby shall be void. The applicant may request a twelve month extension prior to expiration.

**Section 3: Consistent with Comprehensive Plan.**

That the zoning classification is consistent with the Comprehensive Plan of the City of Groveland, Florida.

**Section 4: Official Zoning Map.**

That the City Manager, or designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Groveland, Florida, to include said designation.

**Section 5: Severability.**

That if any provision or portion of this Ordinance is declared by any court or competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Section 6: Conflict.**

That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 7: Effective Date.**

This Ordinance shall become effective immediately upon its approval and adoption by the City Council.




PASSED AND ORDAINED in regular session of the City Council of the City of Groveland, Lake County, Florida, this 4<sup>TH</sup> day of SEPTEMBER, 2014.

  
 HONORABLE TIM LOUCKS, MAYOR  
 City of Groveland, FL

ATTEST:

  
 Teresa Begley  
 City Clerk

Approved as to Form:

  
 Anita Geraci-Carver  
 City Attorney

Passed First Reading 08/18/2014

Passed Second Reading 09/04/2014

Council Member SMITH moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Council Member GRIFFIN and upon roll call on the motion the vote was as follows:

	YEA	NAY
John Griffin	✓	
Tim Loucks	✓	
James Smith	✓	
Dina Sweatt	✓	
Evelyn Wilson	✓	

\*\*\*\*\*

CFN 2005157484  
Bk 02970 Pgs 0304 - 308; (5pgs)  
DATE: 10/06/2005 01:40:26 PM  
JAMES C. WATKINS, CLERK OF COURT.  
LAKE COUNTY  
RECORDING FEES 44.00

PETITION NO. 1057

RESOLUTION NO. 2005-158, PAGE 1

**WHEREAS**, A Petition to Vacate, Discontinue, Close and Cease Maintenance on said Portion of Jack Underwood Rd lying or being within the following described property located within Lake County:

That portion of a certain county maintained roadway known as Jack Underwood Rd. (#1630), lying in the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 15, Township 22 South, Range 25 East, Lake County, Florida, and lying East of a line that is 25.00 ft. Easterly of and parallel with the centerline of Battle Ground Lake Road, as it exists on the date of this Resolution, and as shown on a survey by Florida Geodetic, LLC, Project #4190.001, dated 4-7-05. Including any rights that Lake County may have acquired by any act of maintenance on said road pursuant to Chapter 95.361, Florida Statute.

has been presented to the Board of County Commissioners and said Petition is in proper order and form; and

**WHEREAS**, said Board of County Commissioners did, on the 16th day of August, 2005, authorize publication of Notice of the hearing of said Petition to Vacate, Discontinue, Close, and Cease maintenance on a portion of said Portion of Jack Underwood Rd that said Notice was duly published in the Lake Sentinel, a newspaper of general circulation published in Lake County, Florida, on the 13th day of September, 2005 and the 20th day of September, 2005, due proof of which has been filed with this Board; and

**WHEREAS**, said Notice required that all persons opposed to the vacating, discontinuing, closing, and ceasing maintenance of said Portion of Jack Underwood Rd appear before the Board on the 27th day of September, 2005, and present their objections if any; and

RESOLUTION NO. 2005-158, PAGE 2

**WHEREAS**, said Board of County Commissioners has, on the 27th day of September, 2005, at its Regular Meeting at 9:00 AM, at its Commission Chamber at Tavares, Lake County, Florida, considered said Petition to Vacate, Discontinue, Close and Cease Maintenance of said Portion of Jack Underwood Rd and considered the advisability of vacating, discontinuing, closing any right of Lake County and the public, in and to the above described Portion of Jack Underwood Rd , and the advisability of vacating, discontinuing, and closing the same; and

**WHEREAS**, it appears to this Board that the continued dedication and maintenance thereof of said Portion of Jack Underwood Rd can serve no useful purpose to the public and the Board finds that this vacation, discontinuation, closing and ceasing of maintenance of said Portion of Jack Underwood Rd is in the best interest of the public;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Lake County, that:

**Section 1.** The Portion of Jack Underwood Rd hereinabove more particularly described, shall be henceforth vacated, discontinued, closed and County maintenance ceased.

**Section 2.** The Board of County Commissioners, acting for Lake County and the public, does hereby vacate, discontinue, and close any right, title or interest in and to said Portion of Jack Underwood Rd .

**Section 3.** The title to said Portion of Jack Underwood Rd shall be vested in accordance with law.

RESOLUTION NO. 2005-158, PAGE 3

Section 4. Effective Date. This Resolution shall be effective upon adoption.

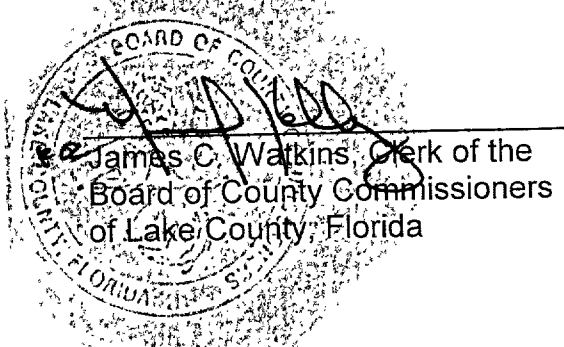
**DONE AND RESOLVED** this 27th day of September, 2005, in regular session of the Lake County Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS  
OF LAKE COUNTY, FLORIDA

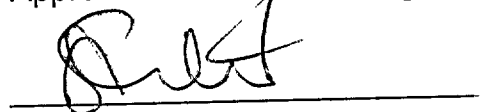
  
\_\_\_\_\_  
Jennifer Hill, Chairman

This 29<sup>th</sup> day of September, 2005

ATTEST

  
\_\_\_\_\_  
James C. Watkins, Clerk of the  
Board of County Commissioners  
of Lake County, Florida

Approved as to form and legality:

  
\_\_\_\_\_

Sanford A. Minkoff  
County Attorney

# Orlando Sentinel

Published Daily

State of Florida } S.S.  
COUNTY OF ORANGE }

Before the undersigned authority personally appeared LE ANNE M. HILL, who on oath says that he/she is the Legal Advertising Representative of Orlando Sentinel, a daily newspaper published at TAVARES LAKE County, Florida; in the matter of PET. 1057 in the LAKE County, Florida; was published in said newspaper in the issue; of 09/13/05, 09/20/05 Court;

Affiant further says that the said Orlando Sentinel is a newspaper published at TAVARES LAKE County, Florida, and that the said newspaper has heretofore been continuously published in said LAKE County, Florida, each Week Day and has been entered as second-class mail matter at the post office in TAVARES LAKE County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

The foregoing instrument was acknowledged before me this 20th day of SEPTEMBER, 20 05, by LE ANNE M. HILL who is personally known to me and who did take an oath

(SEAL)

PETITION NO. 1057  
NOTICE OF PUBLIC HEARING OF PETITION TO VACATE, DISCONTINUE, RELOCATE AND CEASE MAINTENANCE ON A PORTION OF JACK UNDERWOOD RD AND CEASE MAINTENANCE

TO WHOM IT MAY CONCERN:  
YOU WILL TAKE NOTICE that a Petition to Vacate, Discontinue, Relocate, and Cease Maintenance on a Portion of Jack Underwood Rd and Cease Maintenance on the East and West Sides of Lake or the Road, as described in the following described property, is with-

The location of a certain county maintained roadway known as Jack Underwood Rd. (R1430), lying in the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 15, Township 22 South, Range 23 East, Lake County, Florida, and lying East of a line that is 25.00 ft. Eastern of and parallel with the centerline of Battle Grand Lake Road, as it exists on the date of this Resolution, and as shown on a survey by Florida Geodesy, LLC, Project #4190.001, dated 4/1/05, including any right-of-way, Lake County may have acquired said road pursuant to Chapter 95.541, Florida Statute.

has been filed with the Board of County Commissioners of Lake County, Florida, and that said Board will consider said Petition at its regular meeting to be held on the 27th day of September, 2005, at 9:00 AM, or as soon thereafter as possible, and will take action thereon.

All persons opposed to said Petition are required to appear and be heard at the time and place aforesaid.

DATED at Tavares, Lake County, Florida, this 16th day of August, 2005.

If any person decides to appeal any decision made by the Board of County Commissioners, the appeal must be filed for purposes of appeal the record of proceedings should be a verbatim record of all of the proceedings which take place and should include the testimony and evidence upon which any appeal is to be based.

JAMES C. WATKINS,  
CLERK of County Board of County Commissioners  
Lake County, Florida

Persons with disabilities needing assistance to participate in any of these proceedings should contact the Office of Facilities and Capital Improvement at 352-340-9509, 48 hours in advance of the scheduled meeting.  
LAKE 9/13, 20, 2005

The quality of this image is equivalent to the quality of the original document.

# Orlando Sentinel

Published Daily

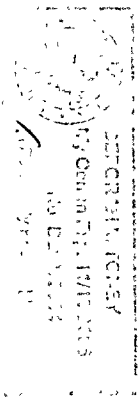
State of Florida }  
COUNTY OF ORANGE } S.S.

Before the undersigned authority personally appeared LEANNE HILL that he/she is the Legal Advertising Representative of Orlando Sentinel, a daily newspaper published at TAVARES LAKE County, Florida; in the matter of PEI 1057 LAKE County, Florida; in the matter of PEI 1057 LAKE County, Florida; in the LAKE Court, was published in said newspaper in the issue; of 10/04/05 Court,

Affiant further says that the said Orlando Sentinel is a newspaper published at LAKE County, Florida, and that the said newspaper has heretofore been continuously published in said LAKE County, Florida, each Week Day and has been entered as second-class mail matter at the post office in TAVARES LAKE County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

The foregoing instrument was acknowledged before me this 4 day of OCT., 20 05, by LEANNE HILL who is personally known to me and who did take an oath.

(SEAL)



NOTICE OF ADOPTION OF RESOLUTION OF ABATE, DISCONTINUE, AND CLOSE PORTION OF JACK UNDERWOOD RD  
TO WHOM IT MAY CONCERN:

YOU WILL TAKE NOTICE that the Board of County Commissioners of Lake County, Florida, upon Petition, after publishing Notice thereof, did on the 27th day of September, 2005, at its regular meeting in the Court House Building in the County of Lake County, Florida, consider and close the vacating, discontinuing and closing of any right of way in the County of Lake County, Florida, and the Public in and to the following described Portion of Jack Underwood Rd and did vacate, discontinue, and close any right of Lake County, Florida, and the Public in and to the land lying within said portion of said Portion of Jack Underwood Rd situated in Lake County, Florida, lying and being, within the property described as follows:

That portion of a certain county maintained roadway known as Jack Underwood Rd. (#1630), lying in the West 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 15, Township 22 South, Range 25 East, Lake County, Florida, and lying East of a line that is 25.00 ft. in width, and a portion of the same being a portion of the Grouped Lake Road as shown on the date of this Resolution and as shown on a Survey of Florida Geographic Survey No. 44190/001, dated 4/20/04. Any rights that Lake County may have acquired by act of maintenance on said road pursuant to Chapter 95.361, Florida Statute.

AND, it appearing to the Commissioners that the dedication thereof serves no useful purpose and that the general public will benefit from the vacation, discontinuation, and closing, the order, the Commission, here directed, discontinues and closes the aforesaid described Portion of Jack Underwood Rd on said date.

DATED: 27th day of September, 2005

JAMES C. WATKINS  
CLERK  
Board of County Commissioners  
Lake County, Florida  
10/4/05

The quality of this image is equivalent to the quality of the original document.

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT  
IN AND FOR LAKE COUNTY, FLORIDA

LAKE COUNTY, FLORIDA,  
a political subdivision of the State of Florida,

Petitioner,

v.

R.E. OSWALT and GLORIA OSWALT; PNC  
BANK f/k/a RBC BANK f/k/a PUBLIC BANK;  
L T PROPERTIES, LLC, a Florida limited  
liability company; BOB MCKEE, LAKE  
COUNTY TAX COLLECTOR, and all parties  
claiming interest by, through, under or against a  
respondent named in this action, and all persons  
having or claiming to have any right, title or  
interest in the property herein described,

Respondents.

Case No.: 2012-CA-3412A

Parcel No.(s): SLT 16

2012 DEC 14 PM 3:58  
CLERK OF CIRCUIT  
AND COUNTY COURT  
LAKE COUNTY  
TAVARES FLORIDA

ORDER OF TAKING

THIS CAUSE coming on to be heard by the Court, it appearing that proper notice was first given to all the Respondents, and to all persons having or claiming any equity, lien, title or other interest in or to the real property described in the Petition, that the Petitioner would apply to this Court for an Order of Taking, and the Court being fully advised in the premises, upon consideration, it is, therefore,

**ADJUDGED:**

1. That the Court has jurisdiction of the subject matter of and the parties to this cause.
2. That the pleadings in this cause are sufficient, and the Petitioner is properly exercising its delegated authority.
3. That the Estimate of Values filed in this cause by the Petitioner were made in good faith.
4. That upon the payment of the deposit hereinafter specified into the Registry of the Court, the rights, titles or interests specified in the Petition and as described herein in **Exhibit A**, attached hereto and incorporated herein by reference, shall vest in the Petitioner, and Petitioner shall be entitled to possession of the properties described in the Petition; provided, however, reasonable notice as to the dates the parcels need to be cleared, and construction is to commence, will be provided to Respondents.
5. That the deposit of monies will secure the persons lawfully entitled to the compensation which will be ultimately determined by final judgment of this Court.

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equivalent to the quality of the  
document filed in this office.



16  
TR

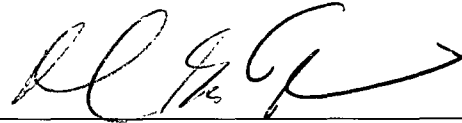
6. That the sum of money to be deposited in the Registry of the Court within twenty (20) days of the entry of this Order shall be in the following amount(s):

**TOTAL:**

**PARCEL SLT 16**

**\$10,000.00**

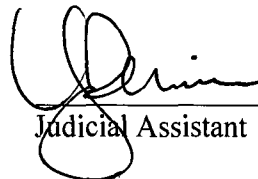
**DONE AND ORDERED** this 13<sup>th</sup> day of December, 2012, in the State of Florida,  
County of Lake.



Michael G. Takac  
Circuit Court Judge

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the foregoing has been furnished to Interoffice Mail to **Sanford A. Minkoff, Esquire**, {Attorney for Petitioner}, [sminkoff@lakecountyfl.gov](mailto:sminkoff@lakecountyfl.gov), Post Office Box 7800, Tavares, Florida 32778; and via U.S. Mail or Electronic Mail to **Robert Q. Williams, Esquire**, {Attorney for Bob McKee, Lake County Tax Collector}, [rqw@wssattorneys.com](mailto:rqw@wssattorneys.com); 380 West Alfred Street, Tavares, FL 32778; **Leonard H. Baird, Jr., Esquire**, {Attorney for Defendants, R.E. Oswalt & Gloria Oswalt}, [leonardhbairdjr@aol.com](mailto:leonardhbairdjr@aol.com), Post Office Box 120166, Clermont, Florida 34712; **Jennifer S. Eden, Esquire, Jonathan A. Stimler, Esquire and Christina Y. Taylor, Esquire**, {Attorneys for Defendants, L T Properties}, [JEden@lseblaw.com](mailto:JEden@lseblaw.com); [sharrisoncarera@lseblaw.com](mailto:sharrisoncarera@lseblaw.com); [JStimler@lseblaw.com](mailto:JStimler@lseblaw.com); [SGarcia@lseblaw.com](mailto:SGarcia@lseblaw.com); [ctaylor@lseblaw.com](mailto:ctaylor@lseblaw.com); [eechevarria@lseblaw.com](mailto:eechevarria@lseblaw.com); [litnotice@lseblaw.com](mailto:litnotice@lseblaw.com); Latham, Shuker, Eden & Beaudine, LLP, 111 North Magnolia Avenue, Suite 1400, Orlando, Florida 32801; and **PNC Bank f/k/a RBC Bank f/k/a Public Bank**, c/o Corrado Salvatore, Senior Counsel, [corrado.salvatore@pnc.com](mailto:corrado.salvatore@pnc.com), PNC Financial Group Services, PNC Legal Department, One PNC Plaza, P1-POPP-20-4, 249 Fifth Avenue, Pittsburg, PA 15222; this 14 day of December, 2012.



Judicial Assistant



**EXHIBIT A - PAGE 1 OF 4****SKETCH OF DESCRIPTION**  
(NOT A FIELD SURVEY)**SLT 16 FEE SIMPLE****LEGAL DESCRIPTION:**

That portion of the Lands as described in Official Records Book 2486, Page 677, Public Records of Lake County, Florida, and lying in Section 15, Township 22 South, Range 25 East, Lake County, Florida, described as follows:

Commence at the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 15; Thence on a bearing related to Florida Grid East zone, run N00°13'38"E along the west line of said Southeast 1/4 of the Northwest 1/4, a distance of 5.49 feet for the Point of Beginning; Thence continue along said west line N00°13'38"E a distance of 60.58 feet to the Southerly pavement of Jack Underwood Road as it exists this date; Thence departing said west line run N52°36'58"E a distance of 145.94 feet to a non tangent curve concave southerly and having a radius of 45.77 feet and to which a radial line bears N35°38'55"W; Thence run easterly along the arc of said curve and southerly edge of pavement through a central angle of 88°06'59" on arc distance of 70.39 feet; Thence departing said southerly edge of pavement run S52°01'15"W a distance of 227.31 feet to the Point of Beginning.

Containing 9,303.988 square feet or 0.214 acres more or less.

Subject to easements, right of ways and matters of record.

**NOTES:**


1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS THEY BEAR THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED ON FLORIDA STATE PLANE COORDINATE EAST ZONE (NAD 83) AS SHOWN ON A PREVIOUS BOUNDARY SURVEY BY THIS FIRM, AND BEARINGS ARE REFERENCED TO THE WEST LINE OF THE SE 1/4 OF THE NW 1/4 OF SECTION 15, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AS BEING N00°13'38"E.
3. THE LEGAL DESCRIPTIONS WERE PREPARED BY THIS FIRM AT THE CLIENT'S REQUEST AND ARE BASED UPON INFORMATION PROVIDED.
4. THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 5J-17.051 FAC.
5. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
6. INFORMATION USED IN THE PREPARATION OF THIS SKETCH OF DESCRIPTION AND LEGAL WAS TAKEN FROM A RECORD SURVEY, JOB NUMBER 081115.0000, PERFORMED BY THIS FIRM FOR T.Y. LIN INTERNATIONAL AND LAKE COUNTY DATED JUNE 10, 2009.
7. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1/60 OR SMALLER.
8. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

**CERTIFIED TO:**

T.Y. LIN INTERNATIONAL  
LAKE COUNTY BOARD OF COUNTY COMMISSIONERS

*James M. Straughan* DATE: 9-20-12  
JAMES M. STRAUGHAN PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA REGISTRATION NO. 5309

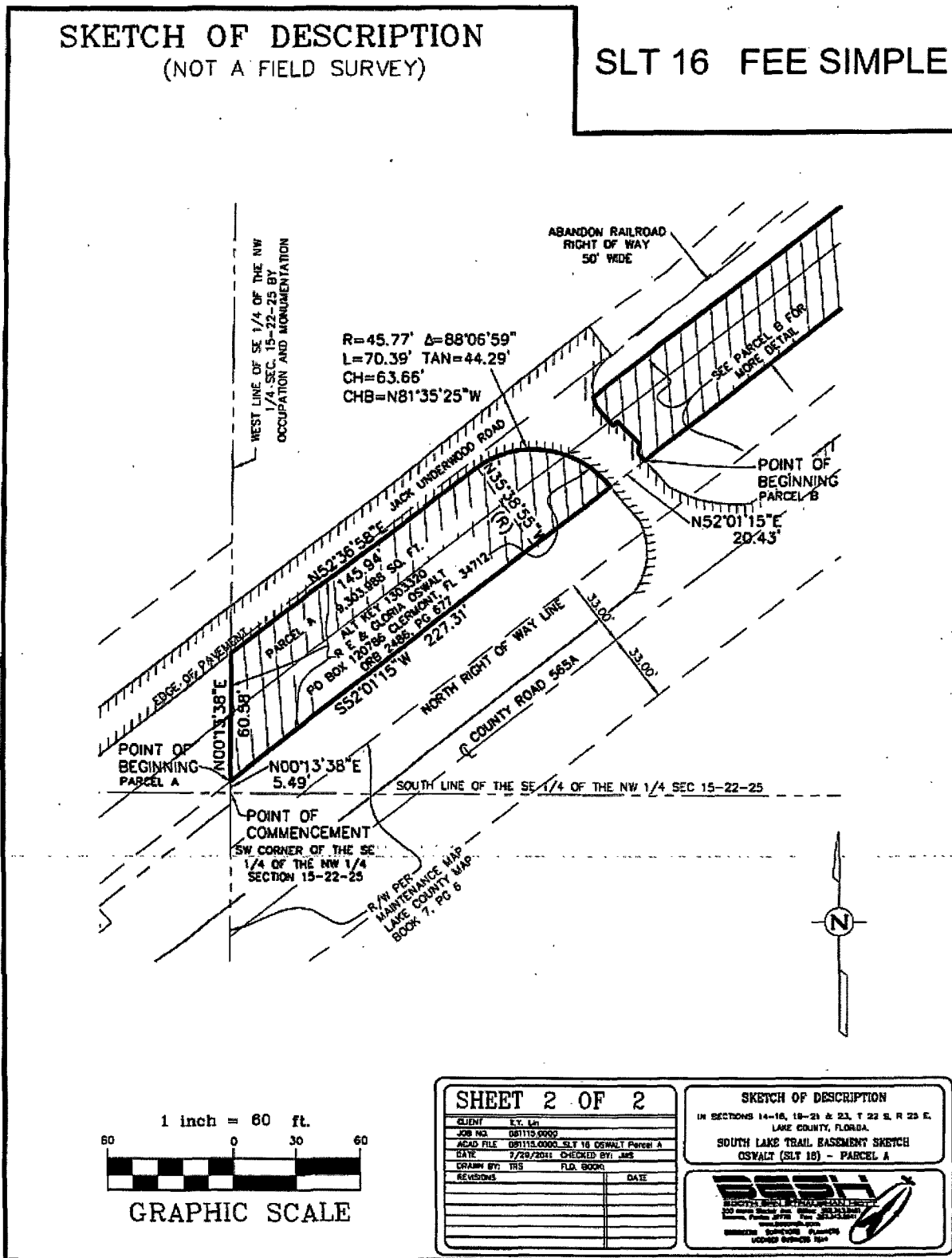
SHEET 1 OF 2	
CLIENT	T.Y. Lin
JOB NO.	081115.0000
ASAP FILE	081115.0000_SLT 16 OSWALT Parcel A
DATE	7/29/2011 CHECKED BY: JMS
DRAWN BY:	TYS
FLD. BOOK:	
REVISIONS	DATE

SKETCH OF DESCRIPTION	
IN SECTIONS 14-15, 19-21 & 23, T 22 S. R 25 E.	
LAKE COUNTY, FLORIDA	
SOUTH LAKE TRAIL EASEMENT SKETCH	
OSWALT (SLT 16) - PARCEL A	
	

**EXHIBIT A - PAGE 2 OF 4**

**SKETCH OF DESCRIPTION**  
(NOT A FIELD SURVEY)

**SLT 16 FEE SIMPLE**



**EXHIBIT A - PAGE 3 OF 4**

**SKETCH OF DESCRIPTION**

(NOT A FIELD SURVEY)

**SLT 16 FEE SIMPLE**

**LEGAL DESCRIPTION:**

That portion of the Lands as described in Official Records Book 2486, Page 677, Public Records of Lake County, Florida, and lying in Section 15, Township 22 South, Range 25 East, Lake County, Florida, described as follows:

Commence at the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 15; Thence on a bearing related to Florida Grid East zone, run N00°13'38"E along the west line of said Southeast 1/4 of the Northwest 1/4, a distance of 5.49 feet; Thence departing said West line run N52°01'15"E a distance of 247.74 feet to the Easterly edge of pavement of Jack Underwood Road as it exists this date, said point being the Point of Beginning; Thence run along said Easterly edge of pavement the following six (6) courses, N42°18'15"W a distance of 4.45 feet; Thence run N06°56'02"E a distance of 4.93 feet; Thence run N45°02'04"W a distance of 14.85 feet; Thence run S47°34'18"W a distance of 2.97 feet; Thence run N41°09'42"W a distance of 10.48 feet to the point of curvature of a curve concave easterly and having a radius of 10.79 feet; Thence run northerly along the arc of said curve through a central angle of 34°13'29" an arc distance of 6.45 feet; Thence departing said Easterly edge of pavement run N52°15'04"E a distance of 317.97 feet to the point of curvature of a non-tangent curve concave southeasterly and having a radius of 2830.08 feet, to which a radial line bears N37°33'05"W; Thence run along the arc of said curve through a central angle of 5°54'38" an arc distance of 291.94 feet to the East line of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section 15; Thence run S00°12'28"W along said East line a distance of 46.38 feet, said point being situated on a non-tangent curve concave southeasterly and having a radius of 2839.93 feet and to which a radial line bears N31°54'55"W; Thence departing said East line run southwesterly along the arc of said curve through a central angle of 6°03'50" an arc distance of 300.56 feet to the point of tangency; Thence run S52°01'15"W a distance of 279.91 feet to the Point of Beginning.

Containing 22,935.96 square feet or 0.527 acres more or less.

Subject to easements, right of ways and matters of record.

**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS THEY BEAR THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED ON FLORIDA STATE PLANE COORDINATE EAST ZONE (NAD 83) AS SHOWN ON A PREVIOUS BOUNDARY SURVEY BY THIS FIRM, AND BEARINGS ARE REFERENCED TO THE WEST LINE OF THE SE 1/4 OF THE NW 1/4 OF SECTION 15, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AS BEING N00°13'38"E.
3. THE LEGAL DESCRIPTIONS WERE PREPARED BY THIS FIRM AT THE CLIENT'S REQUEST AND ARE BASED UPON INFORMATION PROVIDED.
4. THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 5J-17.051 FAC.
5. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
6. INFORMATION USED IN THE PREPARATION OF THIS SKETCH OF DESCRIPTION AND LEGAL WAS TAKEN FROM A RECORD SURVEY, JOB NUMBER 081115.0000, PERFORMED BY THIS FIRM FOR T.Y. LIN INTERNATIONAL AND LAKE COUNTY DATED JUNE 10, 2009.
7. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1/80 OR SMALLER.
8. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

**CERTIFIED TO:**

T.Y. LIN INTERNATIONAL  
LAKE COUNTY BOARD OF COUNTY COMMISSIONERS

*James M. Straughan* DATE: 9-21-12  
JAMES M. STRAUGHAN, PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA REGISTRATION NO. 5309

<b>SHEET 1 OF 2</b>	
CLIENT	T.Y. Lin
JOB NO.	081115.0000
ASAP FILE	081115.0000_SLT 16 OSWALT Parcel B
DATE	7/22/2011 CHECKED BY: JMS
DRAWN BY:	TRG
REVISIONS	R.D. BOOK: DATE
FIXED TYPO IN LEGAL DESCRIPTION	09/30/11

SKETCH OF DESCRIPTION

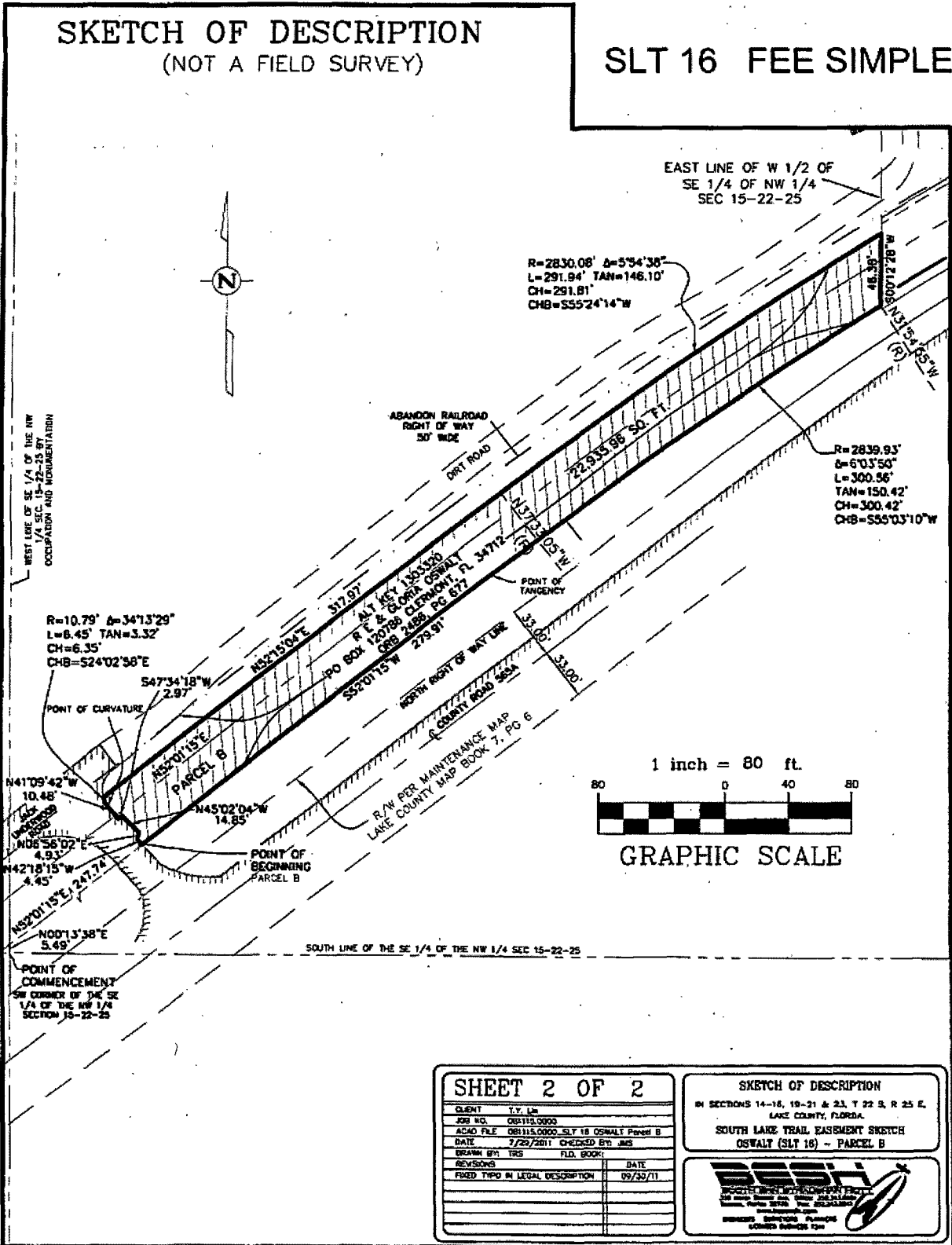
IN SECTIONS 14-16, 19-21 & 23, T 22 S. R 25 E.  
LAKE COUNTY, FLORIDA.

SOUTH LAKE TRAIL EASEMENT SKETCH  
OSWALT (SLT 16) - PARCEL B

EXHIBIT A - PAGE 4 OF 4

SKETCH OF DESCRIPTION  
(NOT A FIELD SURVEY)

SLT 16 FEE SIMPLE



SHEET 2 OF 2

CLIENT	T.Y. LE
JOB NO.	08115.0000
ASAD FILE	08115.0000_SLT 16 OSWALT Parcel B
DATE	7/29/2011 CHECKED BY JMS
DESIGN BY TRS	F.L.D. BOOK
REVISED	DATE
FIXED TYPO IN LEGAL DESCRIPTION	09/30/11

SKETCH OF DESCRIPTION  
IN SECTIONS 14-18, 19-21 & 23, T 22 S, R 25 E,  
LAKE COUNTY, FLORIDA.  
SOUTH LAKE TRAIL EASEMENT SKETCH  
(SLT 16) - PARCEL B

T.Y. Le Surveying & Mapping, Inc.  
10100 S. LAKE ROAD, SUITE 200  
LAKE COUNTY, FLORIDA 32113  
PHONE: 407-352-1111 FAX: 407-352-1112  
WWW.TYLE.COM