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RECORDING INFORMATION ABOVE THIS LINE

**AGREEMENT REGARDING EASEMENTS,
IMPROVEMENTS, MAINTENANCE AND COST SHARING**

THIS AGREEMENT REGARDING EASEMENTS, IMPROVEMENTS, MAINTENANCE AND COST SHARING (the “Agreement”) is made and entered into this 22nd day of May, 2018, by **Clermont Commerce Park, LLC, a Florida limited liability company** (“CCP, LLC”), with a mailing address of 250 East Colonial Drive, Suite 300, Orlando, Florida 32801 and **the CITY OF CLERMONT, a Florida municipal corporation** (“Clermont”), whose address is 685 West Montrose Street, Clermont, Florida.

WITNESSETH:

WHEREAS, CCP, LLC’s predecessor in title was the fee simple owner of that certain parcel of real property located in Lake County, Florida, more particularly described as the “Property” on the attached Exhibit “A” (the “Property”), which Property, together with the Clermont Parcel and Retained Parcels (both as hereinafter defined) which comprise it, are depicted on the attached Exhibit “A-1”; and

WHEREAS, CCP, LLC has conveyed a portion of the Property to Clermont, which portion is more particularly described as the “Clermont Parcel” on the attached Exhibit “B” (the “Clermont Parcel”), and CCP, LLC has retained ownership of the remainder portions of the Property which remainder portions are more particularly described as “West Parcel,” “Easement Parcel,” and “Drainage Parcel” on the attached Exhibit “C” (West Parcel, Easement Parcel, and Drainage Parcel being collectively referred to herein as the “Retained Parcels”); and

WHEREAS, simultaneous with the conveyance of the Clermont Parcel to Clermont, CCP, LLC and Clermont desire to declare, reserve, grant, and convey certain rights, interests, duties and obligations, including, without limitation, access, utilities, drainage and fence easements, improvements (on-site and off-site), maintenance and cost sharing agreements which will benefit and burden various portions of the Property, all on terms and conditions as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants, promises and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CCP, LLC and Clermont agree as follows:

1. Easement for Transmission and Retention of Stormwater and Surface Water. CCP, LLC hereby declares, reserves, grants and conveys for the benefit of the Clermont Parcel a perpetual, non-exclusive easement, right, license and privilege for: (a) the transmission and conveyance through designated underground conduits and pipes within the Incoming Transmission Easement Area (as hereinafter defined) of stormwater and surface water which originates from the Clermont Parcel and is deposited into the Pond Easement Area (as hereinafter defined) (the "Incoming Transmission Easement"); and (b) the deposition and retention within the Pond Easement Area of such stormwater and surface water which traverses the Incoming Transmission Easement Area and originates from the Clermont Parcel (the "Pond Easement"). The underground and above ground pipes, lines, conduit, and other facilities associated with the surface water drainage system referenced above shall be collectively referred to as the "Drainage Facilities." The Incoming Transmission Easement shall be contained within the Incoming Transmission Easement Area and the Pond Easement shall be contained within the Pond Easement Area, both as described and depicted on the attached composite Exhibit "D." The Incoming Transmission Easement Area may not be described and depicted on Exhibit "D" at the time of execution of this Agreement and in such event the parties shall cooperate to determine the specific location, dimensions, and legal descriptions of the Incoming Transmission Easement Area consistent with and as dictated by the planned development on the Clermont Parcel and Retained Parcels, the recommendation of their engineers and such engineers' plans and specifications, and the requirements of all permits and approvals issued by applicable governmental authorities. The Incoming Transmission Easement Area and Pond Easement Area may hereinafter collectively be referred to as the "Drainage Easement Areas." It is understood that the planned development on the Retained Parcels may include modifications to the concept plan attached to the PUD Ordinance (as hereinafter defined) to develop portions of the Easement Parcel and the location of portions of the Pond Easement Area within the Easement Parcel. All stormwater and surface water which originates from the Retained Parcels shall also be transmitted to and retained in the Pond Easement Area. As a result, the Pond Easement Area shall be sufficient to serve the stormwater and surface water drainage and retention requirements of the Clermont Parcel and Retained Parcels as fully developed or otherwise, provided the impervious surface of the Clermont Parcel and Retained Parcels shall not exceed eighty percent (80.00%).

2. Easements for Sanitary Sewer. CCP, LLC hereby declares, reserves, grants and conveys for the benefit of the Clermont Parcel and Retained Parcels a perpetual, non-exclusive easement, right, license and privilege for the installation, construction, operation, use, inspection, maintenance, repair and replacement, from time to time, within the CCP Sanitary Sewer Easement Area (as hereinafter defined) of such underground and above ground utilities pipes, lines, wires, conduit, and other facilities (the "CCP Sanitary Sewer Facilities") as may be necessary to provide sanitary sewer to the Clermont Parcel and the Retained Parcels, as fully developed or otherwise (but which shall not include or allow any such facilities which do not provide direct service solely to the Clermont Parcel) (the "CCP Sanitary Sewer Easement"). The CCP Sanitary Sewer Easement shall be contained within the CCP Sanitary Sewer Easement Area as described and depicted on the attached composite Exhibit "E." Provided, the foregoing shall not cause or result in the alteration of the layout, location, construction and use of any planned improvements for the Retained Parcels. If CCP, LLC reasonably determines that the location of the CCP Sanitary Sewer Easement Area or CCP Sanitary Sewer Facilities does adversely impact its planned improvements or otherwise desires to relocate them within the Retained Parcels, they may be relocated elsewhere within the Retained Parcels, including along the east boundary of the Hancock Road right-of-way. The costs of any such relocation shall be borne solely by CCP, LLC if occurring after the CCP Sanitary Sewer Facilities have been permitted and construction has started within the CCP Sanitary Sewer Easement Area and shall be shared between the parties as contemplated by Section 9 if occurring prior to such permitting and commencement of construction. It is the intention of CCP, LLC and Clermont that the CCP Sanitary Sewer Facilities originating north of the Retained Parcels shall, if they are not located within the CCP Sanitary Sewer Easement Area, either run along the western boundary of the Easement Parcel or along the east boundary of the Hancock Road right-of-way.

Clermont hereby declares, reserves, grants and conveys for the benefit of the Retained Parcels and the Clermont Parcel a perpetual, non-exclusive easement, right, license and privilege for the installation, construction, operation, use, inspection, maintenance, repair and replacement, from time to time, within the Clermont Sanitary Sewer Easement Area (as hereinafter defined) of such underground and above ground utilities pipes, lines, wires, conduit, lift stations and other facilities (the "Clermont Sanitary Sewer Facilities") as may be necessary to provide sanitary sewer to the Clermont Parcel and the Retained Parcels, as fully developed or otherwise (but which shall not include or allow any such facilities which do not provide direct service solely to the Clermont Parcel) (the "Clermont Sanitary Sewer Easement"). The Clermont Sanitary Sewer Easement shall be contained within the Clermont Sanitary Sewer Easement Area as described and depicted on the attached composite Exhibit "F." It is the intention of CCP, LLC and Clermont that the private lift station which shall service only the Clermont Parcel and Retained Parcels as fully developed is to be located at the northeast corner of the Clermont Parcel within the Clermont Sanitary Sewer Easement Area.

3. Easement for Potable Water. Clermont hereby declares, reserves, grants and conveys for the benefit of the Retained Parcels a perpetual, non-exclusive easement, right, license and privilege for the installation, construction, operation, use, inspection, maintenance, repair and replacement, from time to time, within the Potable Water Easement Area, more particularly described on the attached composite Exhibit "G" ("Potable Water Easement Area"), of such underground and above ground utilities pipes, lines, conduit, and other facilities (the "Potable Water Facilities") as may be necessary to provide Potable Water to the Retained Parcels, as fully developed or otherwise (the "Potable Water Easement"). Provided, the foregoing shall not cause or result in the alteration of the layout, location, construction and use of any planned improvements for the Retained Parcels. Clermont shall be obligated to extend the potable water lines from the west side of the Hancock Road into the area of the intersection of the Access Road Easement Area and the east side of the Hancock Road right-of-way and provide a connection to the southwest area of the West Parcel immediately adjacent and north of the Access Road Easement Area for CCP, LLC to tap into the Potable Water Facilities to serve the development on the Retained Parcels. All costs and expenses associated therewith shall be invoiced and paid in accordance with the procedure of Section 9 and 10 herein below. The location of such connection shall be consistent with and as dictated by the planned development on the West Parcel, the recommendation of the parties' engineers.

4. Access Road Easement. CCP, LLC and Clermont hereby declare, reserve, grant and convey for the benefit of the Clermont Parcel and the Retained Parcels a mutual perpetual, non-exclusive easement, right, license and privilege for passage and use, both pedestrian, vehicular and otherwise, in, under, over, across, upon and through the Access Road Easement Area, as more particularly described on the attached composite Exhibit "H" (the "Access Road Easement Area"), and including the installation, construction, operation, use, inspection, maintenance, repair and replacement, from time to time, within the Access Road Easement Area and within the Hancock Road right-of-way, of such paving, curbing, storm water, driveways, aprons, berms, sidewalks, traffic signals, deceleration lanes, Hancock Road right-of-way improvements, traffic control facilities, and other related improvements (the "Access Road Facilities") as may be necessary to provide improved road and driveway access to the Clermont Parcel and Retained Parcels as fully developed or otherwise (the "Access Road Easement"). Provided, the foregoing shall not cause or result in the alteration of the layout, location, construction and use of any planned improvements for the Retained Parcels.

5. Fence Easement. Along portions of the common boundary line between the Retained Parcels

and the Clermont Parcel as shown on the attached Exhibit "I" (the "Common Boundary Line") the parties agree to permit, construct, maintain, repair and replace (as needed) a chain link fence (or such other type of fence or wall mutually agreed between the parties) with such covering as is required by the PUD Ordinance (the "Fence") along the Common Boundary Line, with the intention that the centerline of the Fence (*i.e.*, the center line of the vertical portion of the Fence) shall be approximately coterminous with the Common Boundary Line. CCP, LLC and Clermont hereby declare, reserve, grant and convey for the benefit of the Clermont Parcel and the Retained Parcels a mutual perpetual, non-exclusive easement, right, license and privilege to construct, maintain, repair and replace (as needed) the Fence along the Common Boundary Line and within an area two (2) feet (or more as reasonably required) on either side of the Common Boundary Line, as more particularly described on the attached Exhibit "I" (the "Fence Easement Area"). Clermont shall be responsible for the initial construction and placement of the Fence and all costs and expenses associated therewith shall be invoiced and paid in accordance with the procedure of Section 9 and 10 hereinbelow. Notwithstanding the foregoing, along the Common Boundary Line adjacent to the Easement Parcel the Fence shall be located off of the Common Boundary and fully within the Clermont Parcel to comply with the improvements restrictions imposed by Duke Energy (or its successors) within the Easement Parcel.

6. Relocation of Certain Easement Areas. In the event any of the Easement Areas are relocated or modified as allowed by and in accordance with the terms and conditions hereof, including the determination of the specific location of the Incoming Transmission Easement Area after the execution of this Agreement, thereafter the parties shall execute and record an amendment to this Agreement confirming the specific location, dimensions, and legal descriptions of the relocated or modified Easement Area and shall record an amendment to this Agreement confirming the foregoing, including the substitution of any required exhibits. If agreed to by both parties, any Easement Area may be more specifically defined to reflect the actual location of any Facilities within such Easement Area.

7. Term of Easements. The easements granted and imposed by this Agreement shall be perpetual, becoming effective on the date hereof and remaining in full force and effect forever; unless terminated or modified by written agreement, properly executed and recorded, between the parties hereto, or their respective successors or assigns. The easement rights created by this Agreement shall be binding upon all parties or persons claiming under them and shall run with the Property for the aforesaid term. The Incoming Transmission Easement Area, Pond Easement Area, CCP Sanitary Sewer Easement Area, Clermont Sanitary Sewer Easement Area, Potable Water Easement Area, Access Road Easement Area, Fence Easement Area shall be collectively referred to herein as the "Easement Areas."

8. Reservation of Rights. CCP, LLC and Clermont each hereby reserve unto themselves, and their successors and assigns, all right, title, interest and privilege associated with the fee simple ownership of the Easement Areas described in Section 1, 2, 3, 4, and 5 subject only to the continued exercise and use of the easement rights granted in Sections 1, 2, 3, 4, and 5 of this Agreement. CCP, LLC's and Clermont's reservations shall include, without limitation, the right to: (a) convey, grant, assign or transfer fee simple, easement or other rights, titles or interests in the Easement Areas, including the dedication of portions of the Easement Areas to the public; (b) to mortgage, pledge or otherwise encumber the Easement Areas; (c) to subdivide and plat the Easement Areas or portions thereof; (d) improve, develop, construct, alter, renovate, or repair the Easement Areas, including the placement of roadways, streets, sidewalks, curbs, and other improvements within the Easement Areas.

9. Construction and Maintenance of Easement Areas and Facilities; Facilities Costs. Unless otherwise agreed to by the parties in writing, Clermont shall be responsible for carrying out the engineering, permitting, approval, development, construction, improvement, operation, maintenance, repair, and renovation of the Drainage Facilities, CCP Sanitary Sewer Facilities, Clermont Sanitary Sewer Facilities, Potable Water Facilities, Access Road Facilities, Hancock Road Facilities (as hereinafter

defined), and Fence along the Common Boundary Line (the Drainage Facilities, CCP Sanitary Sewer Facilities, Clermont Sanitary Sewer Facilities, Potable Water Facilities, Access Road Facilities, Hancock Road Facilities, and Fence along the Common Boundary Line may hereinafter collectively be referred to as the "Facilities"). It is the intention of the parties that the permitting and construction of the Facilities shall be promptly initiated and completed so that their completion is contemporaneous with the earlier to occur of the anticipated development and occupancy of the improvements on the Clermont Parcel or Retained Parcels. Notwithstanding whether CCP, LLC or Clermont is responsible for the development, construction, improvement, operation, maintenance, repair, renovation, approval and permitting of Facilities, and except as provided hereinbelow related to the North Access Hancock Road Facilities (as hereinafter defined) and Drainage Facilities within the Incoming Transmission Easement Area, CCP, LLC and Clermont, and their successor and assigns, agree to pay all costs, expenses, and fees associated with their development, construction, improvement, operation, maintenance, repair, renovation, approval and permitting of such Facilities (collectively the "Facilities Costs") as provided herein. CCP, LLC shall be responsible for forty-three percent (43.00%) of the Facilities Costs (the "CCP, LLC Cost Percentage") and Clermont shall be responsible for fifty-seven percent (57.00%) of the Facilities Costs (the "Clermont Cost Percentage"). The party performing or incurring the costs for the operation, maintenance, repair or renovation of Facilities shall invoice the non-performing or incurring party for its proportionate share of the costs. Invoices shall be provided no more frequently than once every thirty days and shall be paid within thirty (30) days of the date of the invoice. Failure to timely make any required payment shall subject the non-paying party to the interest charges and default provisions set forth in Section 10 below. Notwithstanding the foregoing, payment for development of the facilities and for major repair or renovation thereof shall be in accordance with Section 10 below. Notwithstanding the foregoing or anything else contained herein to the contrary, the cost and expense of construction, maintenance, repair and renovation of all Hancock Road Facilities directly related to or arising from the northern access road on the Retained Parcels and which are within the area of the Hancock Road right-of-way which is one hundred forty-five (145) feet north of and south of the centerline of such northern access road point (the "North Access Hancock Road Facilities") shall be paid solely by CCP, LLC. Similarly, notwithstanding the foregoing, the cost and expense of construction of the Drainage Facilities within the Incoming Transmission Easement Area shall be paid solely by Clermont. It is expressly understood by the parties that the cost-sharing provisions as set forth herein, shall not be applicable to or include any impact fees, connection fees or assessments that may be applicable to the improvements to be completed on the respective parcels. As a result, each party agrees to bear the full cost and expense of such fees as may be attributable to the development of its respective parcel. In the event any adjacent parcels are required to reimburse or pay a portion of the costs of the extension of the Facilities along Hancock Road, the parties shall prorate that reimbursement between themselves based on the CCP, LLC Cost Percentage and Clermont Cost Percentage.

10. Payment of Facilities Costs; Default. The parties agree to the following provisions related to the payment of Facilities Costs:

(a) Facilities Cost Determination. Unless otherwise agreed to by the parties in writing, following Clermont's reasonable determination of the amount of the Facilities Costs (or any specified portion or phase of such Facilities Costs) which must be incurred Clermont shall issue a Notice (the "Cost Notice") to CCP, LLC informing it of Clermont's determination and requesting CCP, LLC contribute an amount equal to the specified Facilities Cost multiplied by the CCP, LLC Facilities Cost Percentage. Within thirty (30) days of such Cost Notice, Clermont and CCP, LLC shall each deliver their respective proportionate shares of the specified Facilities Costs to Clermont to be placed in a bank account for payment of the specified Facilities Costs. In the event that either Clermont or CCP, LLC fails to timely make a required payment, such party will be deemed to be in

default and subject to the provisions of Section 10(b) hereof. Any such amount owed and unpaid shall begin to accrue interest from and after the end of the thirty (30) day period, at an interest rate equal to four percent (4.00%) *per annum* in excess of the prime rate, as published in the *Wall Street Journal*. Notwithstanding the foregoing, CCP, LLC shall be allowed to defer payment of its portion of the Facilities Cost until the actual commencement of construction of the specified Facilities and the receipt of written notification from Clermont specifying the date upon which Clermont intends to commence construction of such specified Facilities.

(b) Default. If either party fails to pay any amount which is required to be paid pursuant to this Agreement on or before the date when such amount is due and payable, such party shall be deemed to be in default hereunder (the “Defaulting Party”). Thereafter, the other party not in default (the “Non-Defaulting Party”) shall have the following options:

(i) The Non-Defaulting Party may make a loan on behalf of the Defaulting Party in the amount of the Defaulting Party’s Facilities Costs Percentage which is due and unpaid. Such loan shall be payable with interest equal to four percent (4.00%) *per annum* in excess of the prime rate, as published in the *Wall Street Journal*, upon the expiration of sixty (60) days from the date of the making of such loan. If such loan is not paid in full with interest by the Defaulting Party when due the Non-Defaulting Party shall have the option to pursue all available legal remedies against the Defaulting Party, including, without limitation, a cause of action for the collection and payment of the Defaulting Party’s Facilities Cost Percentage amount or loan, together with interest accruing thereon, and shall also be entitled to collect all attorneys’ fees and costs incurred in connection with the Non-Defaulting Party’s efforts to collect any amounts owed to it by the Defaulting Party hereunder.

(ii) The Non-Defaulting Party may determine not to make a loan, but instead immediately pursue a cause of action for the collection and payment of the Defaulting Party’s Facilities Cost Percentage amount, together with interest accruing thereon, and shall also be entitled to collect all attorneys’ fees and costs incurred in connection with the Non-Defaulting Party’s efforts to collect any amounts owed to it by the Defaulting Party hereunder.

11. Approval and Construction of Off-Site Improvements. Subject to CCP, LLC’s obligation to pay for the North Access Hancock Road Facilities as set forth in Section 9 hereinabove and elsewhere in this Agreement, Clermont shall be responsible for designing, planning, engineering, permitting and obtaining all approvals, construction and completion of the following improvements (the “Off-Site Improvements”):

(a) Hancock Road (and connected roadways) right-of-way improvements required by Lake County, Florida, (“Lake County”), the Florida Department of Transportation and other governmental agencies in connection with the planned development of the Property, including, without limitation, required turn lanes, deceleration and acceleration lanes, widening, drainage, sidewalks, and traffic signalization for both the shared southern access road and the north access road located at the northwest corner of the West Parcel (the “Hancock Road Facilities”).

(b) Sanitary sewer and potable water and improvements, extensions and construction required in connection with the planned development of the Property, including, without limitation, pipes, conduit, berms, and lift stations (the "Sewer and Water Improvements"), which shall commence from the point of connection for such lines and facilities at the nearest point to the Property and be of sufficient size and capacity to accommodate the anticipated sanitary sewer and potable water necessary to serve the planned development on the Property.

(c) Electrical service required in connection with construction of the Facilities.

The foregoing Off-Site Improvements shall be completed contemporaneous with the earlier to occur of the anticipated development and occupancy of the improvements on the Clermont Parcel or Retained Parcels. The construction of the Off-Site Improvements shall be completed in a manner to allow access to Hancock Road and connection to the Sewer and Water Improvements from the boundary lines or interior of both the Retained Parcels and the Clermont Parcel. The costs for the development, design, construction, operation, maintenance and repair of the Off-site Improvements shall be apportioned between the parties as set forth in Section 9 above, except for the North Access Hancock Road Facilities, which shall be paid solely by CCP, LLC. Clermont shall provide to CCP, LLC's a Cost Notice for the Off-site Improvements and Clermont and CCP, LLC shall contribute the costs to be held by Clermont as provided in Section 9 above. Furthermore, Clermont shall be responsible for planning, engineering, permitting and obtaining all approvals, construction and completion of all mass-grading of the site for both the Retained Parcels and the Clermont Parcel (the "Mass Grading") required for the planned development of both the Retained Parcels and the Clermont Parcel. The costs for the Mass Grading shall be apportioned between the parties as set forth in Section 9 above. Clermont shall provide to CCP, LLC a Cost Notice for the Off-site Improvements and Clermont and CCP, LLC shall contribute the costs to be held by Clermont as provided in Section 10 above.

12. Approvals by Parties. The owner of the Retained Parcels and Clermont Parcel shall be provided with true, correct and complete copies of all: (a) engineering plans and specifications, (b) construction drawings or plans, and (c) applications for or requests, correspondence or communications specifically pertaining to any governmental approvals in connection with the Retained Parcels, Clermont Parcel, Drainage Facilities, Sanitary Sewer Facilities, Access Road Facilities, and any other utilities or development on the Property prior to the submission or delivery thereof to any governmental authority. No such documents shall be submitted to any governmental authority or any improvement or construction commenced related thereto unless and until they have been approved by the non-submitting owner, which approval the non-submitting owner shall not unreasonably withhold, condition or delay. Within twenty (20) days after receipt of any submittal of a proposed application or request to a governmental authority as described herein, the non-submitting owner shall provide to the submitting owner written notice stating whether the non-submitting owner has approved or disapproved the submittal of such application or request to the appropriate governmental authority. If such submittal is disapproved the notice shall also contain a statement of the non-submitting engineer's reasons for such disapproval and any questions, concerns, comments and objections thereto and suggested changes proposed by the non-submitting owner in order to render such proposed application or request acceptable to the non-submitting owner. If the non-submitting owner fails to respond, in writing, to any such submission of a proposed application or request within the aforesaid twenty (20) day period, or to any resubmission thereof necessitated by the non-submitting owner's disapproval of a previous submission, within five (5) business days after receipt of any such resubmission, then the submitting owner may give to the non-submitting owner written notice of such failure to respond, specifically stating that unless the non-submitting owner responds within five (5) business days of receipt of such notice, approval of the submission such proposed application or request to the appropriate governmental authority shall be deemed granted. If the non-submitting owner fails to respond to such notice within such five (5) business day period, the non-submitting owner shall be

deemed to have approved the proposed application or request last submitted, and the submitting owner shall be entitled to submit the same to the appropriate governmental authority. Neither the owner of the Retained Parcels nor the Clermont Parcel shall have any right to approve the specific site plans or building plans pertaining to the development of any portions of the Retained Parcels or Clermont Parcel; provided, Clermont shall have all governmental rights, subject to the that certain PUD Ordinance Number 2017-39 dated March 13, 2018 relating to approval of development and construction on the Retained Parcels, as amended (the “PUD Ordinance”).

13. Further Assurances. CCP, LLC and Clermont, and their respective successors in title and assigns, agree to reasonably cooperate with each other and all other parties and all governmental authorities having jurisdiction over the Retained Parcels and Clermont Parcel in order to finalize the location and design of the Facilities and provide such additional documentation and take such actions as may be necessary to evidence and carry out the requirements, spirit and intent of this Agreement. Both parties agree to diligently and in good faith comply with the deadlines herein and to expedite the preparation, finalization and submission of all plans, specifications, applications, permits and approvals required to facilitate the development, improvement, construction, and occupancy on both the Retained Parcels and the Clermont Parcel and to not unduly delay either parties’ construction schedules. In furtherance of the foregoing, CCP, LLC and Clermont, and their respective successors in title and assigns, covenant and agree that they will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such applications and documents reasonably requested by the parties necessary to evidence and carry out the requirements, spirit and intent of this Agreement. The easement rights granted herein are intended to serve any and all possible or potential future land uses of the Retained Parcels and Clermont Parcel. In furtherance of the easements granted and created herein there shall not be constructed or placed within the Easement Area any permanent barriers, walls, fences, improvements, structures, equipment, trees, undergrowth, motor vehicles, personal property, or other items that conflict with or would preclude, prohibit or hinder in any fashion the reasonable exercise of the easement rights contemplated hereinabove. The owners of the Retained Parcels and the Clermont Parcel agree to cooperate with each other in obtaining the necessary permits and approvals from the appropriate governmental authorities or other entities in order to construct the Facilities and develop, improve and use the Property. Clermont shall reasonably cooperate with and assist CCP, LLC in its efforts to petition the City Council of the City of Clermont to vacate and abandon the road right-of-way adjacent to the north boundary line of the Retained Parcels and established by the Plat of Lake Highlands Company, as recorded in Plat Book 3, Page(s) 24, in the Public Records of Lake County, Florida.

14. Prohibitions. Notwithstanding anything contained herein to the contrary, any owner of the Retained Parcels or the Clermont Parcel shall be prohibited from taking any action or failing to take any action in the exercise of any rights or interests or the performance of any obligations hereunder if such action or failure to take action would result in:

(a) Any owner of the Retained Parcels or the Clermont Parcel being in violation of any governmental approvals, including, without limitation, any such approvals, permits or authorizations issued by the State of Florida, the Department of Environmental Protection, the St. Johns River Water Management District , the Florida Department of Transportation, Lake County, any municipality, or any commission, agency, board, department, or instrumentality of same, related to either the Retained Parcels or the Clermont Parcel.

(b) Any alteration in the drainage, transmission, retention, or detention of surface water on the Retained Parcels or Clermont Parcel or the stormwater and surface water drainage facilities.

(c) Any damage, destruction, or improper use, maintenance, operation, repair, or replacement of any Facilities. stormwater and surface water drainage facilities, CCP Sanitary Sewer Facilities, Clermont Sanitary Sewer Facilities, or Access Road Facilities.

15. Defaults. The occurrence of one or more of the following events shall constitute a default under this Agreement:

(a) the failure or omission of any party to pay when due any monetary amounts it is obligated to pay pursuant to the terms hereof; provided, such failure shall continue for thirty (30) days following the date when such payment was due; or

(b) the failure of either party to keep, observe or perform any term, condition or obligation of this Agreement required hereunder to be kept, observed or performed by such party (other than a monetary default specified in Section 15(a) above); provided, such failure shall continue for thirty (30) days following the date when such performance was due.

16. Remedies; Right to Perform. Each owner of the Retained Parcels and the Clermont Parcel understands and agrees that they have a significant economic interest in ensuring expeditious, good faith compliance with this Agreement and any actions or omissions by any party hereto does not detrimentally affect the Retained Parcels and the Clermont Parcel and their improvement, development, improvement, occupancy, use and possession. Therefore, if any party hereto abandons or fails to expeditiously, diligently and in good faith fully perform its obligations hereunder, or fails to obtain a building or construction permit, certificate of completion or other required governmental approvals for the Facilities, or any other construction, improvement, development, relocation, reconstruction, re-grading, re-dimensioning, replacement, or maintenance obligations required hereunder for a period in excess of thirty (30) days following delivery of written notice describing any such failure; or (ii) if any party otherwise fails to perform its obligations hereunder, then in any of the foregoing events (such party being referred to as the "Defaulting Party"), if the Defaulting Party has not remedied such default within thirty (30) days after delivery of notice, the non-Defaulting Party shall have the option (in addition to and not in lieu of its other rights and remedies hereunder or under the Agreement), to enter the Retained Parcels or the Clermont Parcel (as applicable) and complete such construction or other obligations, and take any other measures necessary to remedy such default. The Defaulting Party shall promptly, upon demand by the non-Defaulting Party reimburse the non-Defaulting Party for all costs and expenses incurred by the non-Defaulting Party in remedying such default, plus an additional twenty percent (20.00%) administrative fee paid directly to the non-Defaulting Party. Any amounts owed by hereunder or otherwise under this Agreement shall also accrue interest at four percent (4.00%) *per annum* in excess of the prime rate, as published in the *Wall Street Journal* until paid. Furthermore, the Defaulting Party hereby grants to the non-Defaulting Party the right to file and foreclose a claim of lien against all or any portion of the Retained Parcels or the Clermont Parcel (as applicable) for all of the foregoing monetary amounts owed to the non-Defaulting Party.

17. Indemnification. CCP, LLC and Clermont each agree to indemnify the other against and hold the other harmless from and against any and all claims, damages, liability, demands, causes of action, losses, costs and expenses, including reasonable attorneys' fees at the trial and appellate levels, resulting from or occasioned from their use of their respective easement rights or such use by their tenants, licensees, invitees, employees or guests. The right to such indemnification shall not be enforceable if such claim, damage, liability, demand, cause of action, loss or costs and expenses arise from the negligent acts or omissions of the party seeking indemnification. Nothing herein shall act as or be construed as a waiver of any sovereign immunity that Clermont may enjoy as a matter of law.

18. No Public Benefit. Except as related to and part of Clermont’s intended use of the Clermont Parcel as a public purpose facility, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of either the Retained Parcels or Clermont Parcel to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that this Agreement is for the exclusive benefit of the owners of the Retained Parcels and Clermont Parcel, and their successors, assigns, mortgagees, tenants, customers and invitees, and that nothing in this Agreement express or implied, shall confer upon any person, other than such owners, and their successors, assigns, mortgagees, tenants, customers and invitees any rights or remedies under or by reason of this Agreement. The parties hereto shall take no action or fail to take any action which would violate the foregoing provision.

19. Notices. All notices provided for in this Agreement shall be in writing and sent or delivered to the mailing or email addresses or facsimile numbers set forth below or at such other addresses or facsimile numbers as the parties shall designate to each other in writing:

CCP, LLC	Name: Clermont Commerce Park, LLC, a Florida limited liability company; Attn.: John Kingman Keating, Esq.
	Address: 250 East Colonial Drive, Suite 300, Orlando, Florida 32801
	Phone Number / Facsimile Number / Email: 407-425-2907 / 407-425-6345 / jkk@keatlaw.com
Clermont	Name: City of Clermont; Attn.: City Manager
	Address: Post Office Box 120219, Clermont, Florida 34712
	Phone Number / Facsimile Number / Email: 352-241-7358 / 352-394-4087 / DGray@clermontfl.org
with a copy to:	Name: De Beaubien, Simmons, Knight, Mantzaris & Neal, LLP; Attn.: Daniel F. Mantzaris, Esq.
	Address: 332 North Magnolia Avenue, Orlando, Florida 32801
	Phone Number / Facsimile Number / Email: 407-422 2454 / 407-992-3541 / dfm14@dbksmn.com

Any notice or demand so given, delivered or made by United States mail shall be deemed to have been given: (a) in the case of hand delivery, when delivered to the address set forth above, (b) in the case of mailing, on the third (3rd) business day after said document has been deposited in the United States Mails, postage prepaid, and sent by certified or registered mail and addressed to the other party at the address set forth above, and (c) in any case (including email or facsimile delivery) upon the actual receipt by the other party. Delivery to either party’s legal counsel shall be deemed sufficient delivery. CCP, LLC and Clermont may from time to time notify the other or changes with respect to where and to whom notices should be sent by sending notification of such changes pursuant to this Section.

20. Time of the Essence. Time, and timely performance, is of the essence of this Agreement and of the covenants, obligations, and provisions hereunder. Any time period that shall end on a Saturday, Sunday, legal holiday, or bank holiday shall extend to 5:00 p.m. Eastern Standard (or Daylight, as applicable) Time of the next full business day.

21. Violations, Enforcement and Attorneys' Fees. The rights and obligations granted or created hereby shall be enforceable by CCP, LLC or Clermont, or their respective successor or assigns, by injunction or by specific performance, or the parties hereto may seek monetary damages, if appropriate. If any legal action or other proceeding or action is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all other expenses, even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include paralegal fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney to the prevailing party. All disputes or disagreements arising under this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of forty-five (45) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. Mediation may be initiated by either party within ten (10) days after either party sends written notice ("Mediation Notice") of a demand to mediate. The Mediation Notice shall contain a description of the subject matter of the mediation, the dispute with respect thereto, the amount involved, if any, and the remedy or determination sought. The parties shall agree on an AAA mediator to act as the mediator. If they are unable to agree within ten (10) days of the Mediation Notice, then they shall request that AAA provide a list of three available mediators. Each party shall have the right to strike one of such names. The remaining mediator (or if there are two, the one selected by AAA) will serve as the mediator. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the city where the Premises are located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

22. Successors and Assigns. The rights, titles, interests, privileges, reservations, obligations and duties herein provided shall inure to the benefit and burden of the Retained Parcels and Clermont Parcel and their respective owners, and each of their respective successors, assigns, grantees, transferees, including, without limitation, their respective mortgagees, tenants, licensees, invitees, customers, patients, employees and guests. In the event either the Retained Parcels or the Clermont Parcel shall be further subdivided or any portions thereof shall have different owners, then all of such subsequent owners, successors, assigns, grantees, or transferees, shall have joint and several liability for the obligations, duties and liabilities set forth herein and in this Agreement.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK
-SIGNATURES AND NOTARY CERTIFICATIONS ON FOLLOWING PAGES]

IN WITNESS WHEREOF, this Agreement Regarding Easements, Improvements, Maintenance and Cost Sharing to be executed as of the date first written above.

WITNESSES:

CLERMONT COMMERCE PARK, LLC
CLERMONT COMMERCE PARK, LLC, a
Florida limited liability company

WITNESS SIGNATURE _____
Sandra Greer

WITNESS NAME PRINTED _____

WITNESS SIGNATURE _____
Lori-Ann Colon

WITNESS NAME PRINTED _____

By: _____
John Kingman Keating
As its Manager

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY, as an officer duly authorized to take acknowledgments and oaths in the State and County aforesaid, that at the execution of this instrument on the date set forth below, John Kingman Keating as Manager of Clermont Commerce Center, LLC, a Florida limited liability company, personally appeared before me and executed or acknowledged his previous execution of this instrument. I HEREBY FURTHER CERTIFY, that John Kingman Keating, is the same person either executing or acknowledging execution of the foregoing instrument because: I personally know him/her/them OR I have satisfactory evidence of same based upon a Florida driver's license or Other identification: _____ . WITNESS my hand and official seal in the State and County aforesaid

this 22 day of May, 2018.

Notary Public Signature
(PLACE NOTARY NAME & SEAL IMMEDIATELY BELOW)



SANDRA GREER
Commission # GG 123703
Expires September 8, 2021
Bonded Thru Budget Notary Services

WITNESSES:

Tracy A. Howe

WITNESS SIGNATURE
Tracy A. Howe

WITNESS NAME PRINTED
Tracy A. Howe

Freddy Suarez

WITNESS SIGNATURE
Freddy Suarez

WITNESS NAME PRINTED
FREDDY SUAREZ

CLERMONT
**CITY OF CLERMONT, a Florida municipal
corporation**

By: *Gail Ash*

Gail Ash
As its Mayor

**STATE OF FLORIDA
COUNTY OF ORANGE**

I HEREBY CERTIFY, as an officer duly authorized to take acknowledgments and oaths in the State and County aforesaid, that at the execution of this instrument on the date set forth below, Gail Ash as Mayor of the City of Clermont, a Florida municipal corporation, personally appeared before me and executed or acknowledged his previous execution of this instrument. **I HEREBY FURTHER CERTIFY**, that Gail Ash, is the same person either executing or acknowledging execution of the foregoing instrument because: I personally know him/her/they OR I have satisfactory evidence of same based upon a Florida driver's license or Other identification: _____ . **WITNESS** my hand and official seal in the State and County aforesaid this 8th day of May, 2018.

Carlie Zinker

Notary Public Signature
(PLACE NOTARY NAME & SEAL IMMEDIATELY BELOW)
Carlie Zinker



CARLIE ZINKER
Commission # GG 128898
Expires July 27, 2021
Bonded Thru Budget Notary Services

EXHIBIT "A" - LEGAL DESCRIPTION OF THE PROPERTY

THAT PART OF THE WEST 1,660 FEET OF THE NORTHWEST ONE-QUARTER (¼) OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LESS THE SOUTH 1,575 FEET OF THE NORTH ONE-HALF (½) OF THE WEST 1,660 FEET OF SAID NORTHWEST ONE-QUARTER (¼) AND LESS THE ROAD RIGHT-OF-WAY OF LAKE HANCOCK ROAD ON THE WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 34 FOR A POINT OF REFERENCE; THENCE, RUN NORTH 90°00'00" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER (¼), A DISTANCE OF 25.00 FEET TO A POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF LAKE HANCOCK ROAD (COUNTY ROAD 3-1255) AS DESCRIBED IN OFFICIAL RECORDS BOOK 474, PAGE 999 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE, DEPARTING SAID RIGHT-OF-WAY LINE, RUN NORTH 90°00'00" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1,635.24 FEET TO THE EAST LINE OF THE AFORESAID WEST 1,660.00 FEET; THENCE, DEPARTING SAID NORTH LINE, RUN SOUTH 00°57'45" EAST, PARALLEL WITH AND 1,660.00 FEET EAST OF, PERPENDICULAR MEASURE, THE WEST LINE OF SAID NORTHWEST ONE-QUARTER (¼), A DISTANCE OF 949.22 FEET TO THE NORTH LINE OF AFORESAID SOUTH 1,575.00 FEET; THENCE RUN SOUTH 89°43'18" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 1,635.12 FEET TO THE AFORESAID EAST RIGHT-OF WAY LINE, THENCE RUN NORTH 00°57'47" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 957.16 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A-1" - DEPICTION OF THE PROPERTY

EXHIBIT "A-1"

LEGAL DESCRIPTION--OVERALL:

THAT PART OF THE WEST 1660 FEET OF THE NORTHWEST ONE-QUARTER (¼) OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LESS THE SOUTH 1575 FEET OF THE NORTH ONE-HALF (½) OF THE WEST 1660 FEET OF SAID NORTHWEST ONE-QUARTER (¼) AND LESS THE ROAD RIGHT-OF-WAY OF LAKE HANCOCK ROAD ON THE WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 34 FOR A POINT OF REFERENCE: THENCE, RUN NORTH 90°00'00" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER (¼), A DISTANCE OF 25.00 FEET TO A POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF LAKE HANCOCK ROAD (COUNTY ROAD 3-1255) AS DESCRIBED IN OFFICIAL RECORDS BOOK 474, PAGE 999 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE, DEPARTING SAID RIGHT-OF-WAY LINE, RUN NORTH 90°00'00" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1,655.24 FEET TO THE EAST LINE OF THE AFORESAID WEST 1,660.00 FEET; THENCE, DEPARTING SAID NORTH LINE, RUN SOUTH 00°57'49" EAST, PARALLEL WITH AND 1,660.00 FEET EAST OF, PERPENDICULAR MEASURE, THE WEST LINE OF SAID NORTHWEST ONE-QUARTER (¼), A DISTANCE OF 949.22 FEET TO THE NORTH LINE OF AFORESAID SOUTH 1,375.00 FEET; THENCE, RUN SOUTH 89°43'18" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 1,635.12 FEET TO THE AFORESAID EAST RIGHT-OF-WAY LINE; THENCE, RUN NORTH 00°57'47" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 97.18 FEET TO THE POINT OF BEGINNING.
CONTAINING 35.778 ACRES, MORE OR LESS.

LEGAL DESCRIPTION--PARCEL "A":

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE, RUN NORTH 90°00'00" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 25.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF HANCOCK ROAD (COUNTY ROAD 3-1255), AS DESCRIBED IN OFFICIAL RECORDS BOOK 474, PAGE 999 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN NORTH 90°00'00" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 579.99 FEET TO THE WESTERLY LINE OF A 30 FOOT UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 925, PAGE 230 OF AFORESAID PUBLIC RECORDS; THENCE, DEPARTING SAID NORTH LINE, RUN SOUTH 50°14'58" EAST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 611.57 FEET; THENCE, DEPARTING SAID WESTERLY LINE, RUN SOUTH 90°00'00" WEST FOR A DISTANCE OF 512.82 FEET; THENCE, RUN SOUTH 00°00'00" EAST FOR A DISTANCE OF 285.00 FEET; THENCE, RUN SOUTH 90°00'00" WEST FOR A DISTANCE OF 526.00 FEET TO THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF HANCOCK ROAD; THENCE, RUN NORTH 00°57'47" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 676.16 FEET TO THE POINT OF BEGINNING.
CONTAINING 488,061.42 SQUARE FEET (10.75 ACRES), MORE OR LESS.

LEGAL DESCRIPTION--PARCEL "B":

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE, RUN NORTH 90°00'00" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 25.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF HANCOCK ROAD (COUNTY ROAD 3-1255), AS DESCRIBED IN OFFICIAL RECORDS BOOK 474, PAGE 999 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN NORTH 90°00'00" EAST ALONG SAID NORTH LINE, A DISTANCE OF 579.99 FEET TO THE WESTERLY LINE OF A 30 FOOT UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 925, PAGE 230 OF AFORESAID PUBLIC RECORDS; SAID POINT BEING THE POINT OF BEGINNING; THENCE, CONTINUE NORTH 90°00'00" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 312.77 FEET TO THE EASTERLY LINE OF A 70 FOOT UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 320, PAGE 610 OF AFORESAID PUBLIC RECORDS; THENCE, DEPARTING SAID NORTH LINE, RUN SOUTH 50°14'58" EAST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 150.55 FEET TO THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF HANCOCK ROAD; THENCE, RUN SOUTH 90°00'00" WEST FOR A DISTANCE OF 283.96 FEET TO THE AFORESAID WESTERLY LINE OF A 30 FOOT UTILITY EASEMENT; THENCE, DEPARTING SAID EAST LINE, RUN NORTH 50°14'58" WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 1391.99 FEET TO THE POINT OF BEGINNING.
CONTAINING 237,139.56 SQUARE FEET (5.44 ACRES), MORE OR LESS.

LEGAL DESCRIPTION--PARCEL "C":

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE, RUN NORTH 90°00'00" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 25.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF HANCOCK ROAD (COUNTY ROAD 3-1255), AS DESCRIBED IN OFFICIAL RECORDS BOOK 474, PAGE 999 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN NORTH 90°00'00" EAST ALONG SAID NORTH LINE, A DISTANCE OF 892.76 FEET TO THE EASTERLY LINE OF A 170 FOOT UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 320, PAGE 610 OF SAID PUBLIC RECORDS, SAID POINT BEING THE POINT OF BEGINNING; THENCE, CONTINUE NORTH 90°00'00" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 742.48 FEET TO THE EAST LINE OF THE WEST 1660 FEET OF THE AFORESAID NORTHWEST 1/4 OF SECTION 34; THENCE, RUN SOUTH 00°57'45" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 626.37 FEET TO THE EASTERLY LINE OF A 170 FOOT UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 320, PAGE 610 OF AFORESAID PUBLIC RECORDS; THENCE, RUN NORTH 50°14'58" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 979.41 FEET TO THE POINT OF BEGINNING.
CONTAINING 232,501.86 SQUARE FEET (5.34 ACRES), MORE OR LESS.

LEGAL DESCRIPTION--PARCEL "D":

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE, RUN NORTH 90°00'00" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 25.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF HANCOCK ROAD (COUNTY ROAD 3-1255), AS DESCRIBED IN OFFICIAL RECORDS BOOK 474, PAGE 999 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE, RUN SOUTH 03°14'42" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 205.00 FEET TO THE POINT OF BEGINNING; THENCE, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 285.12 FEET TO THE EAST LINE OF SAID NORTHWEST ONE-QUARTER (¼) OF SECTION 34, A DISTANCE OF 512.82 FEET TO THE WESTERLY LINE OF A 30 FOOT UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 925, PAGE 230 OF AFORESAID PUBLIC RECORDS; THENCE, RUN SOUTH 00°57'49" EAST, PARALLEL WITH AND 1,660.00 FEET EAST OF, PERPENDICULAR MEASURE, THE WEST LINE OF SAID NORTHWEST ONE-QUARTER (¼), A DISTANCE OF 949.22 FEET TO THE NORTH LINE OF AFORESAID NORTHWEST 1/4 OF SECTION 34; THENCE, RUN SOUTH 89°43'18" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 1,635.12 FEET TO THE AFORESAID EASTERLY RIGHT-OF-WAY LINE; THENCE, RUN NORTH 00°57'47" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 281.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 620,770.01 SQUARE FEET (14.25 ACRES), MORE OR LESS.

NO.	DATE	REVISIONS

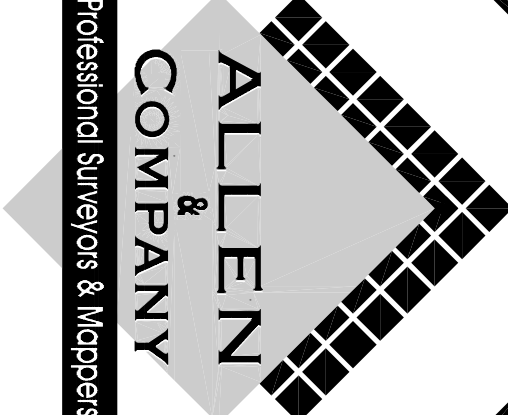
SURVEYOR'S NOTES:

- BEARINGS SHOWN HEREON ARE ASSUMED BASED ON THE NORTH LINE OF THE NORTHWEST 1/4, SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AS BEING N80°00'00"E.
- THIS IS NOT A SURVEY.
- DELINEATION OF LANDS SHOWN HEREON IS ACCORDING TO THE CLIENT'S INSTRUCTIONS.
- THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- ADJOINING PROPERTY INFORMATION SHOWN HEREON WAS OBTAINED FROM THE LAKE COUNTY PUBLIC ACCESS SYSTEM.

JOB # 24302
DATE: 10-17-17
SCALE: 1" = 60'
CALC BY: ALR
FIELD BY: LC
DRAWN BY: SMO
CHECKED BY: MR

FOR:
JOHN KEATING

LEGAL DESCRIPTION
OF
12838 HANCOCK ROAD
SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA



ALLEN & COMPANY
Professional Surveyors & Mappers

16 EAST PLUMIT STREET
WINTER GARDEN, FLORIDA 34787
407 894-3353 FAX 407 894-3386

EXHIBIT "B" - LEGAL DESCRIPTION OF THE CLERMONT PARCEL

CLERMONT PARCEL (PARCEL "D"):

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE RUN NORTH 90°00'00" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 25.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HANCOCK ROAD (COUNTY ROAD 3-1255), AS DESCRIBED IN OFFICIAL RECORDS BOOK 474, PAGE 999 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°57'47" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 676.16 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN NORTH 90°00'00" EAST FOR A DISTANCE OF 526.00 FEET; THENCE RUN NORTH 00°00'00" EAST FOR A DISTANCE OF 285.00 FEET; THENCE RUN NORTH 90°00'00" EAST FOR A DISTANCE OF 512.82 FEET TO THE WESTERLY LINE OF A 30 FOOT UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 925, PAGE 230 OF AFORESAID PUBLIC RECORDS; THENCE RUN SOUTH 50°14'58" EAST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 780.41 FEET TO THE EAST LINE OF THE WEST 1660 FEET OF THE AFORESAID NORTHWEST 1/4 OF SECTION 34; THENCE RUN SOUTH 00°57'45" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 58.99 FEET TO THE NORTH LINE OF THE SOUTH 1575 FEET OF THE WEST 1660 FEET OF AFORESAID NORTHWEST 1/4 OF SECTION 34; THENCE RUN SOUTH 89°43'18" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 1635.12 FEET TO AFORESAID EASTERLY RIGHT OF WAY LINE; THENCE RUN NORTH 00°57'47" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 281.00 FEET TO THE POINT OF BEGINNING.

[CONTAINING 620,770.01 SQUARE FEET (14.25 ACRES), MORE OR LESS.]

EXHIBIT "C" - LEGAL DESCRIPTION OF RETAINED PARCELS

WEST PARCEL (PARCEL "A"):

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE RUN NORTH 90°00'00" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 25.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HANCOCK ROAD (COUNTY ROAD 3-1255), AS DESCRIBED IN OFFICIAL RECORDS BOOK 474, PAGE 999 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, RUN NORTH 90°00'00" EAST ALONG SAID NORTH LINE A DISTANCE OF 579.99 FEET TO THE WESTERLY LINE OF A 30 FOOT UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 925, PAGE 230 OF AFORESAID PUBLIC RECORDS; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 50°14'58" EAST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 611.57 FEET; THENCE DEPARTING SAID WESTERLY LINE, RUN SOUTH 90°00'00" WEST FOR A DISTANCE OF 512.82 FEET; THENCE RUN SOUTH 00°00'00" EAST FOR A DISTANCE OF 285.00 FEET; THENCE RUN SOUTH 90°00'00" WEST FOR A DISTANCE OF 526.00 FEET TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF HANCOCK ROAD; THENCE RUN NORTH 00°57'47" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 676.16 FEET TO THE POINT OF BEGINNING.

[CONTAINING 468,061.42 SQUARE FEET (10.75 ACRES), MORE OR LESS.]

EASEMENT PARCEL (PARCEL "B"):

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE RUN NORTH 90°00'00" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 25.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HANCOCK ROAD (COUNTY ROAD 3-1255), AS DESCRIBED IN OFFICIAL RECORDS BOOK 474, PAGE 999 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, RUN NORTH 90°00'00" EAST ALONG SAID NORTH LINE A DISTANCE OF 579.99 FEET TO THE WESTERLY LINE OF A 30 FOOT UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 925, PAGE 230 OF AFORESAID PUBLIC RECORDS, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 90°00'00" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 312.77 FEET TO THE EASTERLY LINE OF A 170 FOOT UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 320, PAGE 610 OF AFORESAID PUBLIC RECORDS; THENCE DEPARTING SAID NORTH LINE RUN SOUTH

50°14'58" EAST ALONG SAID EASTERLY LINE FOR A DISTANCE OF 979.41 FEET TO THE EAST LINE OF THE WEST 1660 FEET OF THE AFORESAID NORTHWEST 1/4 OF SECTION 34; THENCE RUN SOUTH 00°57'45" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 263.86 FEET TO THE AFORESAID WESTERLY LINE OF A 30 FOOT UTILITY EASEMENT; THENCE DEPARTING SAID EAST LINE RUN NORTH 50°14'58" WEST ALONG SAID WESTERLY LINE A DISTANCE OF 1391.99 FEET TO THE POINT OF BEGINNING.

[CONTAINING 237,139.56 SQUARE FEET (5.44 ACRES), MORE OR LESS.]

DRAINAGE PARCEL (PARCEL "C"):

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE RUN NORTH 90°00'00" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 25.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HANCOCK ROAD (COUNTY ROAD 3-1255), AS DESCRIBED IN OFFICIAL RECORDS BOOK 474, PAGE 999 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, RUN NORTH 90°00'00" EAST ALONG SAID NORTH LINE A DISTANCE OF 892.76 FEET TO THE EASTERLY LINE OF A 170 FOOT UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 320, PAGE 610 OF SAID PUBLIC RECORDS, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 90°00'00" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 742.48 FEET TO THE EAST LINE OF THE WEST 1660 FEET OF THE AFORESAID NORTHWEST 1/4 OF SECTION 34; THENCE RUN SOUTH 00°57'45" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 626.37 FEET TO THE EASTERLY LINE OF A 170 FOOT UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 320, PAGE 610 OF AFORESAID PUBLIC RECORDS; THENCE RUN NORTH 50°14'58" WEST ALONG SAID EASTERLY LINE A DISTANCE OF 979.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 232,501.86 SQUARE FEET (5.34 ACRES), MORE OR LESS.

COMPOSITE EXHIBIT "D" - LEGAL DESCRIPTION AND DEPICTION OF THE
INCOMING TRANSMISSION EASEMENT AREA AND POND EASEMENT AREA

SKETCH OF DESCRIPTION

SHEET 1 OF 2

EXHIBIT "D"

LEGAL DESCRIPTION (Drainage Easement).

A parcel of land comprising a portion of Section 34, Township 22 South, Range 26 East, Lake County, Florida.

Being more particularly described as follows:

COMMENCE at the Northwest corner of aforesaid Section 34; thence run North 90°00'00" East along the North line of the Northwest 1/4 of said Section 34 for a distance of 1224.66 feet to the POINT OF BEGINNING; thence continuing along said North line run North 90°00'00" East for a distance of 435.57 feet to a point on the East line of the West 1660 feet of said Northwest 1/4 of Section 34; thence run South 00°57'47" East along said East line for a distance of 626.37 feet to a point on the Easterly line of a 170 foot wide utility easement according to Official Records Book 320, Page 610 of the Public Records of Lake County, Florida; thence run North 50°14'58" West along said Easterly line for a distance of 580.22 feet; thence departing said Easterly line run North 00°00'00" West for a distance of 255.26 feet to the POINT OF BEGINNING.

Contains 193,332 square feet, 4.44 acres more or less.



16 East Plant Street
Winter Garden, Florida 34787 * (407) 654 5355

SURVEYOR'S NOTES:

sk4
Rev 5-9-18

THIS IS NOT A SURVEY.
THE DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENTS REQUEST.
THIS LEGAL DESCRIPTION AND SKETCH WERE PREPARED WITHOUT THE BENEFIT OF TITLE.
THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF NORTHWEST 1/4 SECTION 34-22-26 BEING N90°00'00"E FOR ANGULAR DESIGNATION ONLY.

JOB NO. 24302
DATE: 5-7-2018
SCALE: 1" = 150 FEET
FIELD BY: N/A

CALCULATED BY: JLR
DRAWN BY: PJR
CHECKED BY: MR

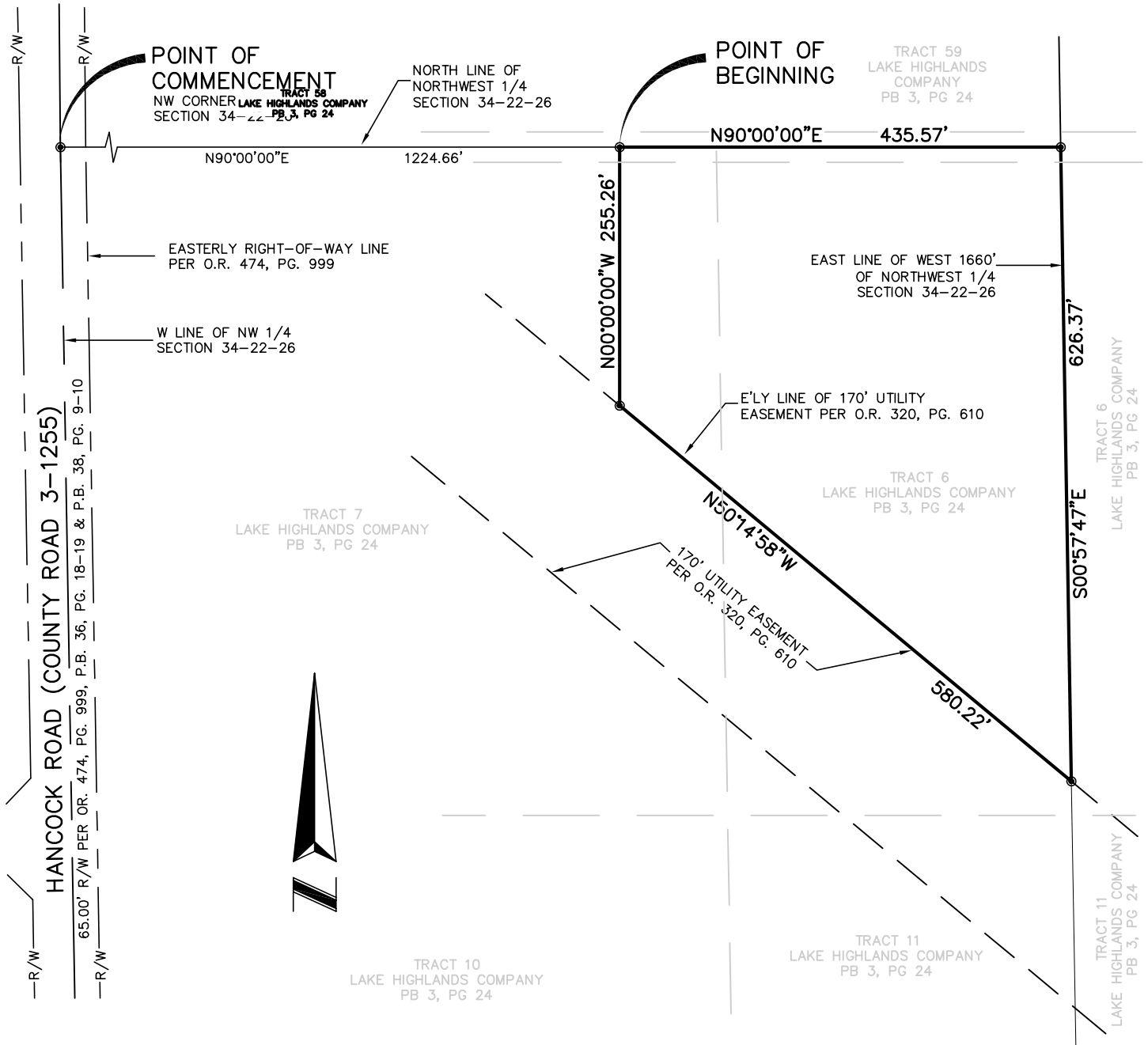
FOR THE LICENSED BUSINESS # 6723 BY:

JAMES L. RICKMAN P.S.M. # 5633

SKETCH OF DESCRIPTION

SHEET 2 OF 2
DRAINAGE EASEMENT

EXHIBIT "D"



16 East Plant Street
Winter Garden, Florida 34787 * (407) 654 5355

THIS IS NOT A SURVEY:

- ⊙ DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY
- P.B. DENOTES PLAT BOOK
- O.R. DENOTES OFFICIAL RECORDS BOOK
- PG. DENOTES PAGE

sk4
Rev 5-9-18

JOB NO. 24302
DATE: 5-7-2018
SCALE: 1" = 150 FEET
FIELD BY: N/A

CALCULATED BY: JLR
DRAWN BY: PJR
CHECKED BY: MR

COMPOSITE EXHIBIT "E" - LEGAL DESCRIPTION AND DEPICTION OF THE
CCP SANITARY SEWER EASEMENT AREA

SKETCH OF DESCRIPTION

SHEET 1 OF 2

EXHIBIT "E"

LEGAL DESCRIPTION (Sanitary Sewer Easement – Alternative Route).

A strip of land 15.00' in width comprising a portion of Section 34, Township 22 South, Range 26 East, Lake County, Florida.

Being more particularly described as follows:

COMMENCE at the Northwest corner of aforesaid Section 34; thence run North 90°00'00" East along the North line of the Northwest 1/4 of said Section 34 for a distance of 25.00 feet to a point on the Easterly right-of-way line of Hancock Road (County Road 3-1255) according to Official Records Book 474, Page 999 of the Public Records of Lake County, Florida and the POINT OF BEGINNING; thence departing said Easterly right-of-way line continue North 90°00'00" East along said North line of the Northwest 1/4 of Section 34 for a distance of 579.99 feet to a point on the Westerly line of a 30.00 foot wide utility easement according to Official Records Book 925, Page 230 of said Public Records; thence run South 50°14'58" East along said Westerly line for a distance of 120.16 feet; thence departing said Westerly line run South 00°00'00" East for a distance of 314.23 feet; thence run South 90°00'00" West for a distance of 15.00 feet; thence run North 00°00'00" East for a distance of 307.20 feet; thence run North 50°14'58" West for a distance of 107.70 feet; thence run South 90°00'00" West for a distance of 574.31 feet to a point on aforesaid Easterly right-of-way line of Hancock Road (County Road 3-1255); thence run North 00°57'47" West for a distance of 15.00 feet to the POINT OF BEGINNING.

Contains 15,027 square feet, 0.34 acres more or less.



16 East Plant Street
Winter Garden, Florida 34787 * (407) 654 5355

SURVEYOR'S NOTES:

Rev 5-9-18^{sk1}

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THIS LEGAL DESCRIPTION AND SKETCH WERE PREPARED WITHOUT THE BENEFIT OF TITLE.
THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF NORTHWEST 1/4 SECTION 34-22-26 BEING N90°00'00"E FOR ANGULAR DESIGNATION ONLY.

JOB NO. 24302
DATE: 5-7-2018
SCALE: 1" = 150 FEET
FIELD BY: N/A

CALCULATED BY: JLR
DRAWN BY: PJR
CHECKED BY: MR

FOR THE LICENSED BUSINESS # 6723 BY:

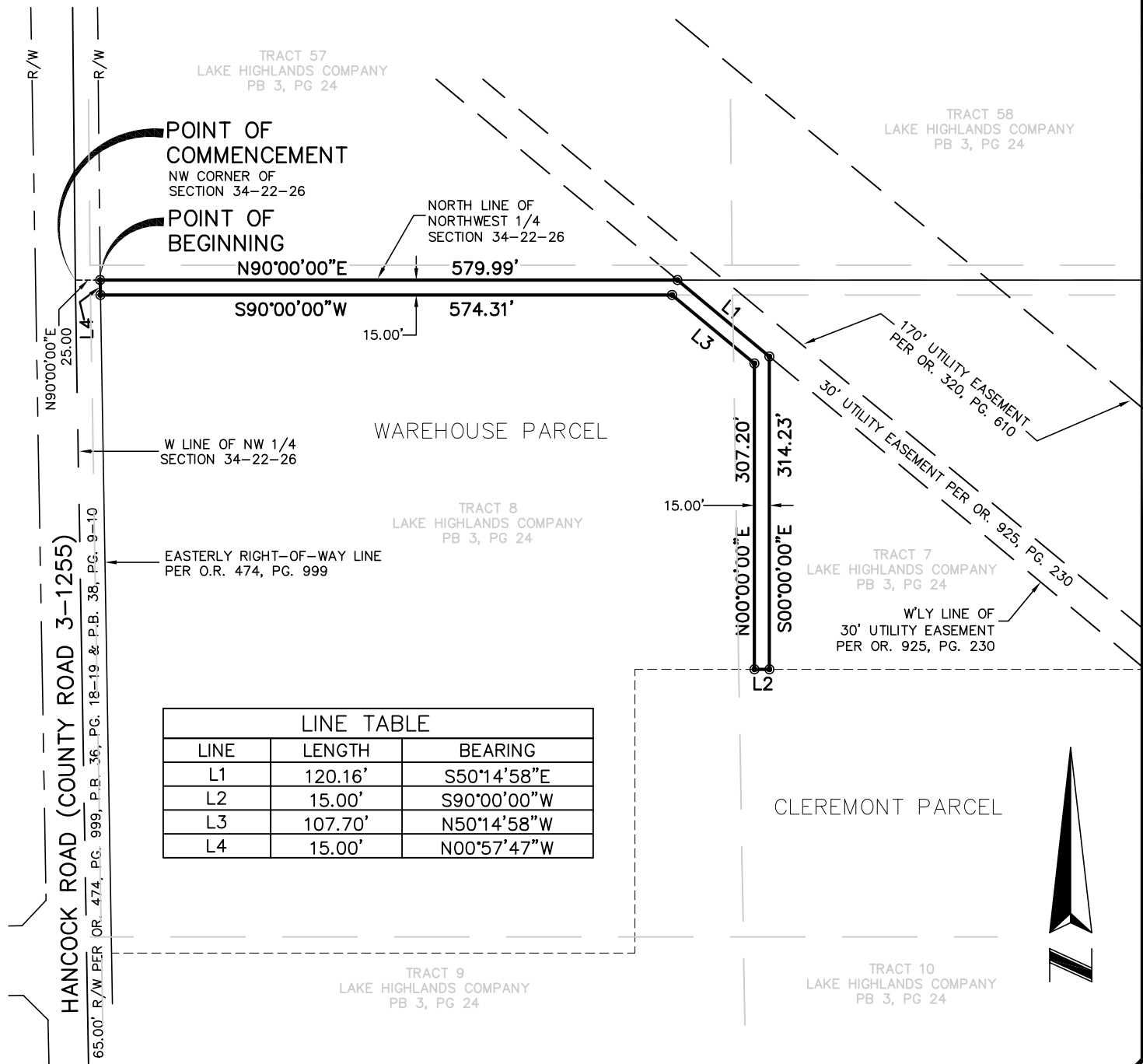
JAMES L. RICKMAN P.S.M. # 5633

SKETCH OF DESCRIPTION

SHEET 2 OF 2

SANITARY SEWER EASEMENT – ALTERNATIVE ROUTE

EXHIBIT "E"



LINE TABLE		
LINE	LENGTH	BEARING
L1	120.16'	S50°14'58"E
L2	15.00'	S90°00'00"W
L3	107.70'	N50°14'58"W
L4	15.00'	N00°57'47"W



ALLEN & COMPANY
Professional Surveyors & Mappers

16 East Plant Street
Winter Garden, Florida 34787 * (407) 654 5355

THIS IS NOT A SURVEY:

- ⊙ DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY
- ⊕ DENOTES CENTERLINE
- P.B. DENOTES PLAT BOOK
- O.R. DENOTES OFFICIAL RECORDS BOOK
- PG. DENOTES PAGE

sk1
Rev 5-9-18

JOB NO. 24302	CALCULATED BY: JLR
DATE: 5-7-2018	DRAWN BY: PJR
SCALE: 1" = 150 FEET	CHECKED BY: MR
FIELD BY: N/A	

COMPOSITE EXHIBIT "F" - LEGAL DESCRIPTION AND DEPICTION OF THE
CLERMONT SANITARY SEWER EASEMENT AREA

SKETCH OF DESCRIPTION

SHEET 1 OF 2

EXHIBIT "F"

LEGAL DESCRIPTION (City Sewer Easement).

A strip of land comprising a portion of Section 34, Township 22 South, Range 26 East, Lake County, Florida.

Being more particularly described as follows:

COMMENCE at the Northwest corner of aforesaid Section 34; thence run North 90°00'00" East along the North line of the Northwest 1/4 of said Section 34 for a distance of 604.99 feet to a point on the Westerly line of a 30.00 foot wide utility easement according to Official Records Book 925, Page 230 of the Public Records of Lake County, Florida; thence run South 50°14'58" East along said Westerly line for a distance of 611.57 feet to the POINT OF BEGINNING; thence departing said Westerly line run South 00°00'00" East for a distance of 30.00 feet; thence run South 90°00'00" West for a distance of 20.00 feet; thence run North 00°00'00" West for a distance of 15.00 feet; thence run South 90°00'00" West for a distance of 372.81 feet; thence run North 00°00'00" East for a distance of 15.00 feet; thence run North 90°00'00" East for a distance of 392.81 feet to the POINT OF BEGINNING.

Contains 6,192 square feet, 0.14 acres more or less.



16 East Plant Street
Winter Garden, Florida 34787 * (407) 654-5355

SURVEYOR'S NOTES:

sk5
Rev 5-9-18

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THIS LEGAL DESCRIPTION AND SKETCH WERE PREPARED WITHOUT THE BENEFIT OF TITLE.
THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF NORTHWEST 1/4 SECTION 34-22-26 BEING N90°00'00"E FOR ANGULAR DESIGNATION ONLY.

JOB NO. 24302
DATE: 5-7-2018
SCALE: 1" = 150 FEET
FIELD BY: N/A

CALCULATED BY: JLR
DRAWN BY: PJR
CHECKED BY: MR

FOR THE LICENSED BUSINESS # 6723 BY:

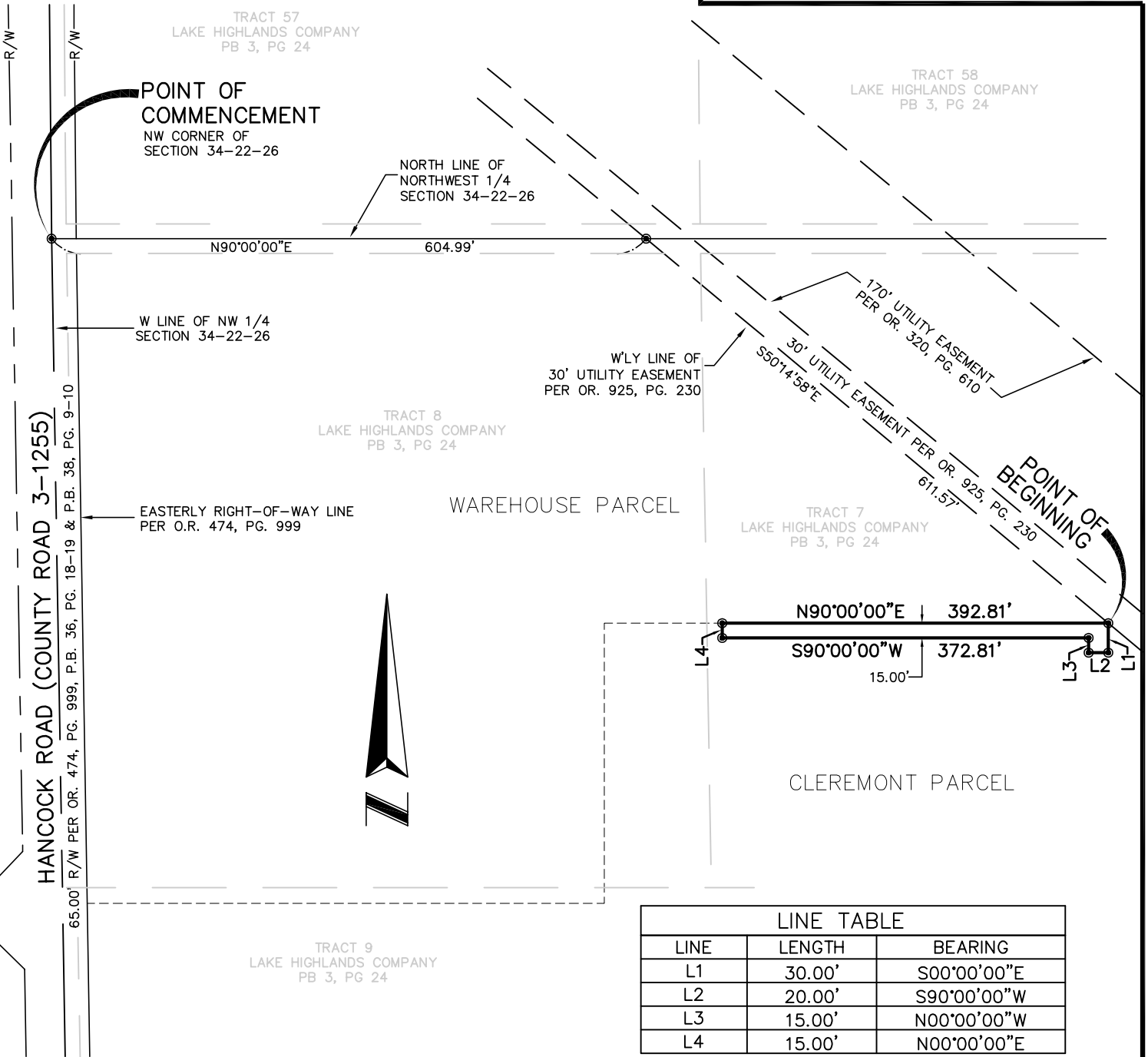
JAMES L. RICKMAN P.S.M. # 5633

SKETCH OF DESCRIPTION

SHEET 2 OF 2

CITY SEWER EASEMENT

EXHIBIT "F"



16 East Plant Street
Winter Garden, Florida 34787 * (407) 654 5355

THIS IS NOT A SURVEY:

- DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY
- P.B. DENOTES PLAT BOOK
- O.R. DENOTES OFFICIAL RECORDS BOOK
- PG. DENOTES PAGE

sk5
Rev 5-9-18

JOB NO. 24302
DATE: 5-7-2018
SCALE: 1" = 150 FEET
FIELD BY: N/A

CALCULATED BY: JLR
DRAWN BY: PJR
CHECKED BY: MR

COMPOSITE EXHIBIT "G" - LEGAL DESCRIPTION AND DEPICTION OF THE
POTABLE WATER EASEMENT AREA

SKETCH OF DESCRIPTION

SHEET 1 OF 2

EXHIBIT "G"

LEGAL DESCRIPTION (Access Road Easement). (Potable Water Easement)

A parcel of land comprising a portion of Section 34, Township 22 South, Range 26 East, Lake County, Florida.

Being more particularly described as follows:

COMMENCE at the Northwest corner of aforesaid Section 34; thence run North 90°00'00" East along the North line of the Northwest 1/4 of said Section 34 for a distance of 25.00 feet to a point on the Easterly right-of-way line of Hancock Road (County Road 3-1255) according to Official Records Book 474, Page 999 of the Public Records of Lake County, Florida; thence run South 00°57'47" East along said Easterly right-of-way line for a distance of 648.37 feet; thence departing said Easterly right-of-way line run North 89°02'13" East for a distance of 25.00 feet to the POINT OF BEGINNING, being a point on a non tangent curve concave Northeasterly and having a radius of 50.00 feet, a chord bearing of South 78°10'05" East and a chord length of 20.50 feet; thence run Southeasterly along the arc of said curve through a central angle of 23°39'50" for and arc distance of 20.65 feet to a point of tangency; thence run North 90°00'00" East for a distance of 77.09 feet; thence run South 84°43'34" East for a distance of 163.19 feet; thence run North 90°00'00" East for a distance of 179.91 feet; thence run South 00°00'00" East for a distance of 30.00 feet; thence run North 90°00'00" West for a distance of 234.31 feet; thence run South 84°43'34" West for a distance of 65.28 feet; thence run North 90°00'00" West for a distance of 106.50 feet; to a point of curvature of a curve concave Southeasterly and having a radius of 50.00 feet, a chord bearing of South 69°37'33" West and a chord length of 34.81 feet; thence run Southwesterly along the arc of said curve through a central angle of 40°44'54" for and arc distance of 35.56 feet to a point on a non tangent line; thence run North 00°57'47" West for a distance of 67.33 to the POINT OF BEGINNING.

Contains 17,028 square feet, 0.39 acres more or less.



16 East Plant Street
Winter Garden, Florida 34787 * (407) 654 5355

SURVEYOR'S NOTES:

sk3
Rev 5-9-18

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BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF NORTHWEST 1/4 SECTION 34-22-26 BEING N90°00'00"E FOR ANGULAR DESIGNATION ONLY.

JOB NO. 24302
DATE: 5-7-2018
SCALE: 1" = 150 FEET
FIELD BY: N/A

CALCULATED BY: JLR
DRAWN BY: PJR
CHECKED BY: MR

FOR THE LICENSED BUSINESS # 6723 BY:

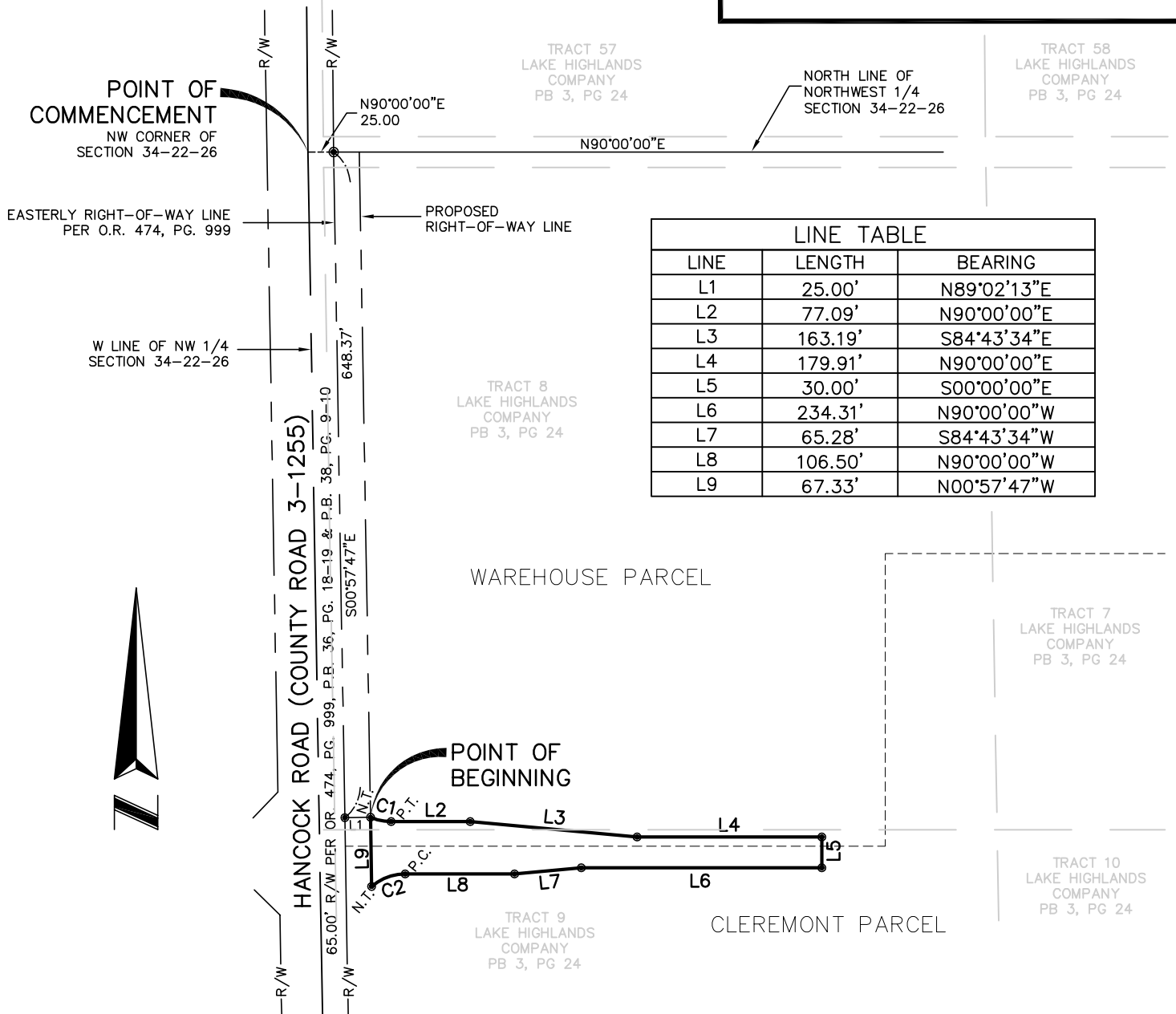
JAMES L. RICKMAN P.S.M. # 5633

SKETCH OF DESCRIPTION

SHEET 2 OF 2

ACCESS ROAD EASEMENT (Potable Water Easement)

EXHIBIT "G"



LINE TABLE		
LINE	LENGTH	BEARING
L1	25.00'	N89°02'13"E
L2	77.09'	N90°00'00"E
L3	163.19'	S84°43'34"E
L4	179.91'	N90°00'00"E
L5	30.00'	S00°00'00"E
L6	234.31'	N90°00'00"W
L7	65.28'	S84°43'34"W
L8	106.50'	N90°00'00"W
L9	67.33'	N00°57'47"W

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	50.00'	20.65'	20.50'	S78°10'05"E	23°39'50"
C2	50.00'	35.56'	34.81'	S69°37'33"W	40°44'54"

THIS IS NOT A SURVEY:

P.B. DENOTES PLAT BOOK
 O.R. DENOTES OFFICIAL RECORDS BOOK
 PG. DENOTES PAGE

© DENOTES CHANGE IN DIRECTION
 R/W DENOTES RIGHT-OF-WAY
 C DENOTES CENTERLINE
 P.C. DENOTES POINT OF CURVATURE
 P.T. DENOTES POINT OF TANGENCY
 N.T. DENOTES NON TANGENT

sk3
 Rev 5-9-18



16 East Plant Street
 Winter Garden, Florida 34787 * (407) 654 5355

JOB NO. 24302
 DATE: 5-7-2018
 SCALE: 1" = 150 FEET
 FIELD BY: N/A

CALCULATED BY: JLR
 DRAWN BY: PJR
 CHECKED BY: MR

COMPOSITE EXHIBIT "H" - LEGAL DESCRIPTION AND DEPICTION OF THE
ACCESS ROAD EASEMENT AREA

SKETCH OF DESCRIPTION

SHEET 1 OF 2

EXHIBIT "H"

LEGAL DESCRIPTION (Access Road Easement).

A parcel of land comprising a portion of Section 34, Township 22 South, Range 26 East, Lake County, Florida.

Being more particularly described as follows:

COMMENCE at the Northwest corner of aforesaid Section 34; thence run North 90°00'00" East along the North line of the Northwest 1/4 of said Section 34 for a distance of 25.00 feet to a point on the Easterly right-of-way line of Hancock Road (County Road 3-1255) according to Official Records Book 474, Page 999 of the Public Records of Lake County, Florida; thence run South 00°57'47" East along said Easterly right-of-way line for a distance of 648.37 feet; thence departing said Easterly right-of-way line run North 89°02'13" East for a distance of 25.00 feet to the POINT OF BEGINNING, being a point on a non tangent curve concave Northeasterly and having a radius of 50.00 feet, a chord bearing of South 78°10'05" East and a chord length of 20.50 feet; thence run Southeasterly along the arc of said curve through a central angle of 23°39'50" for and arc distance of 20.65 feet to a point of tangency; thence run North 90°00'00" East for a distance of 77.09 feet; thence run South 84°43'34" East for a distance of 163.19 feet; thence run North 90°00'00" East for a distance of 179.91 feet; thence run South 00°00'00" East for a distance of 30.00 feet; thence run North 90°00'00" West for a distance of 234.31 feet; thence run South 84°43'34" West for a distance of 65.28 feet; thence run North 90°00'00" West for a distance of 106.50 feet; to a point of curvature of a curve concave Southeasterly and having a radius of 50.00 feet, a chord bearing of South 69°37'33" West and a chord length of 34.81 feet; thence run Southwesterly along the arc of said curve through a central angle of 40°44'54" for and arc distance of 35.56 feet to a point on a non tangent line; thence run North 00°57'47" West for a distance of 67.33 to the POINT OF BEGINNING.

Contains 17,028 square feet, 0.39 acres more or less.



16 East Plant Street
Winter Garden, Florida 34787 * (407) 654 5355

SURVEYOR'S NOTES:

sk3
Rev 5-9-18

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BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF NORTHWEST 1/4 SECTION 34-22-26 BEING N90°00'00"E FOR ANGULAR DESIGNATION ONLY.

JOB NO. 24302
DATE: 5-7-2018
SCALE: 1" = 150 FEET
FIELD BY: N/A

CALCULATED BY: JLR
DRAWN BY: PJR
CHECKED BY: MR

FOR THE LICENSED BUSINESS # 6723 BY:

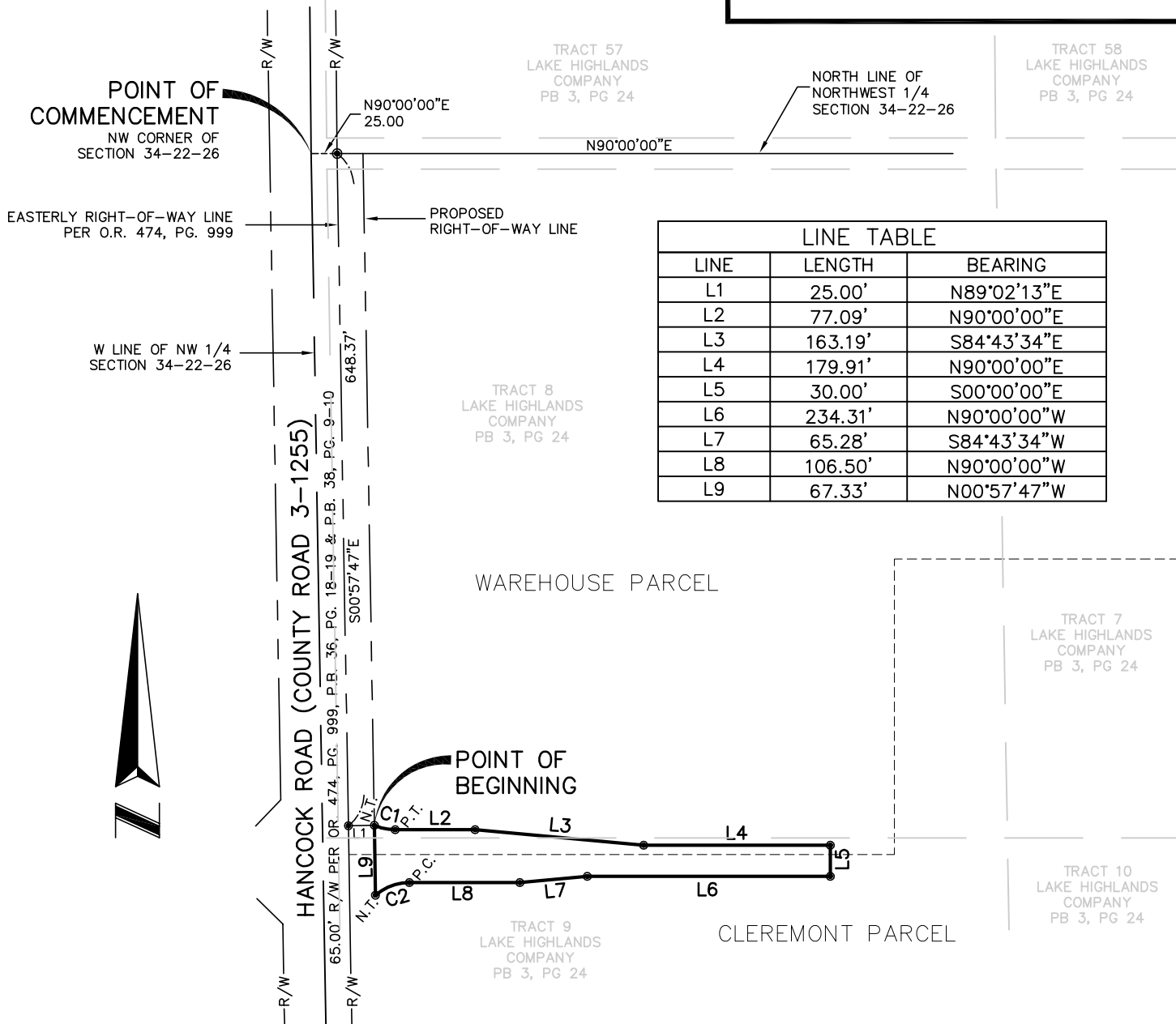
JAMES L. RICKMAN P.S.M. # 5633

SKETCH OF DESCRIPTION

SHEET 2 OF 2

ACCESS ROAD EASEMENT

EXHIBIT "H"



LINE	LENGTH	BEARING
L1	25.00'	N89°02'13"E
L2	77.09'	N90°00'00"E
L3	163.19'	S84°43'34"E
L4	179.91'	N90°00'00"E
L5	30.00'	S00°00'00"E
L6	234.31'	N90°00'00"W
L7	65.28'	S84°43'34"W
L8	106.50'	N90°00'00"W
L9	67.33'	N00°57'47"W

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	50.00'	20.65'	20.50'	S78°10'05"E	23°39'50"
C2	50.00'	35.56'	34.81'	S69°37'33"W	40°44'54"

THIS IS NOT A SURVEY:

P.B. DENOTES PLAT BOOK
 O.R. DENOTES OFFICIAL RECORDS BOOK
 PG. DENOTES PAGE

© DENOTES CHANGE IN DIRECTION
 R/W DENOTES RIGHT-OF-WAY
 C DENOTES CENTERLINE
 P.C. DENOTES POINT OF CURVATURE
 P.T. DENOTES POINT OF TANGENCY
 N.T. DENOTES NON TANGENT

sk3
 Rev 5-9-18

JOB NO. 24302
 DATE: 5-7-2018
 SCALE: 1" = 150 FEET
 FIELD BY: N/A

CALCULATED BY: JLR
 DRAWN BY: PJR
 CHECKED BY: MR



16 East Plant Street
 Winter Garden, Florida 34787 * (407) 654 5355

EXHIBIT "T" - LEGAL DESCRIPTION AND DEPICTION OF THE
FENCE EASEMENT AREA

SKETCH OF DESCRIPTION

SHEET 1 OF 2

EXHIBIT "I"

LEGAL DESCRIPTION (Fence Easement).

A strip of land 4.00 feet in width comprising a portion of Section 34, Township 22 South, Range 26 East, Lake County, Florida.

Being more particularly described as follows:

COMMENCE at the Northwest corner of aforesaid Section 34; thence run North 90°00'00" East along the North line of the Northwest 1/4 of said Section 34 for a distance of 604.99 feet to a point on the Westerly line of a 30.00 foot wide utility easement according to Official Records Book 925, Page 230 of the Public Records of Lake County, Florida; thence run South 50°14'58" East along said Westerly line for a distance of 611.15 feet to the POINT OF BEGINNING; thence continuing along said Westerly line run South 50°14'58" East for a distance of 783.54 feet; thence departing said Westerly line run South 00°57'45" East for a distance of 5.28 feet to a point on a line 4.00 west of and parallel to said Westerly line; thence run North 50°14'58" West along said parallel line for a distance of 785.54 feet; thence departing said parallel line run South 90°00'00" West for a distance of 506.97 feet; thence run South 00°00'00" East for a distance of 285.00 feet; thence run South 90°00'00" West for a distance of 63.89 feet; thence run North 00°00'00" East for a distance of 4.00 feet; thence run North 90°00'00" East for a distance of 59.89 feet; thence run North 00°00'00" West for a distance of 285.00 feet; thence run North 90°00'00" East for a distance of 512.42 feet to the POINT OF BEGINNING.

Contains 6,565 square feet, 0.15 acres more or less.



16 East Plant Street
Winter Garden, Florida 34787 * (407) 654-5355

SURVEYOR'S NOTES:

sk6
Rev 5-9-18

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THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF NORTHWEST 1/4 SECTION 34-22-26 BEING N90°00'00"E FOR ANGULAR DESIGNATION ONLY.

JOB NO. 24302
DATE: 5-7-2018
SCALE: 1" = 200 FEET
FIELD BY: N/A

CALCULATED BY: JLR
DRAWN BY: PJR
CHECKED BY: MR

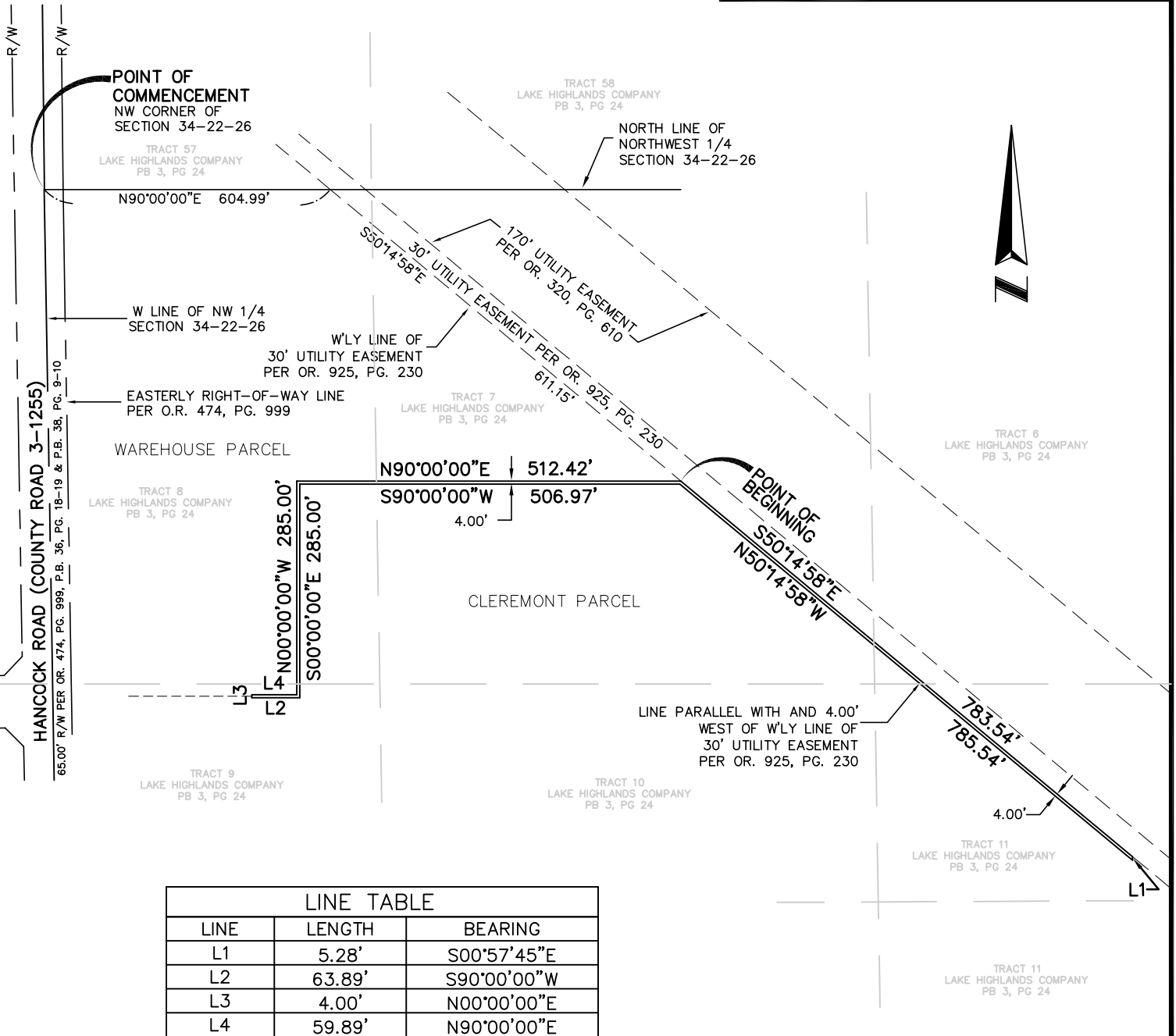
FOR THE LICENSED BUSINESS # 6723 BY:

JAMES L. RICKMAN P.S.M. # 5633

SKETCH OF DESCRIPTION

SHEET 2 OF 2
FENCE EASEMENT

EXHIBIT "I"



ALLEN & COMPANY
Professional Surveyors & Mappers

16 East Plant Street
Winter Garden, Florida 34787 * (407) 654 5355

THIS IS NOT A SURVEY:

sk6
Rev 5-9-18

R/W DENOTES RIGHT-OF-WAY
P.B. DENOTES PLAT BOOK
O.R. DENOTES OFFICIAL RECORDS BOOK
P.G. DENOTES PAGE

JOB NO. 24302	CALCULATED BY: JLR
DATE: 5-7-2018	DRAWN BY: PJR
SCALE: 1" = 200 FEET	CHECKED BY: MR
FIELD BY: N/A	



CITY OF CLERMONT
RESOLUTION NO. 2018-13R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, APPROVING THE AGREEMENT REGARDING EASEMENTS, IMPROVEMENTS, MAINTENANCE AND COST SHARING BETWEEN CLERMONT COMMERCE PARK, LLC AND THE CITY OF CLERMONT AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clermont, Lake County, Florida, that:

SECTION 1.

The City Council does hereby approve the acceptance of the Agreement regarding Easements, Improvements, Maintenance and Cost Sharing for the Future Public Works Property between Clermont Commerce Park, LLC and the City of Clermont, subject to the conditions contained in the agreement as incorporated and attached hereto.

SECTION 2.


This Resolution shall take effect immediately upon its adoption.



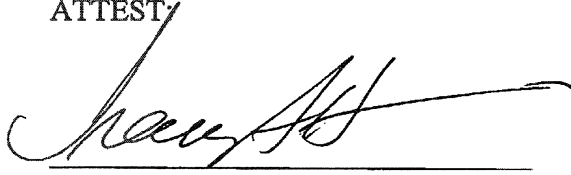
CITY OF CLERMONT
RESOLUTION NO. 2018-13R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida this 8th day of May, 2018.


CITY OF CLERMONT


Gail L. Ash, Mayor

ATTEST:


Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:


Daniel F. Mantzaris, City Attorney