



**TOWN COMMISSION MEETING AGENDA
TOWN OF LADY LAKE, FLORIDA**

DECEMBER 15, 2025

Commission Chambers
409 Fennell Blvd., Lady Lake, FL
6:00 PM

PROCEDURE

If you wish to address the Town Commission on any item on the agenda or comment on something not on the agenda you must fill out a Speaker Card and turn it in to the Town Clerk before the agenda item. Speakers will be limited to three minutes. Persons interested in speaking on an item not on the agenda may be heard under “PUBLIC COMMENTS.” Citizen groups are asked to name a spokesperson. Upon being recognized, please approach the dais, state your name and address, and speak clearly into the microphone. The order of agenda items may be changed if deemed appropriate by the Town Commission. Please be respectful of others and silence your electronic devices.

- 1. CALL TO ORDER**
- 2. INVOCATION** Led by Pastor Tony Omerzu – Crossroad Community Church
- 3. PLEDGE OF ALLEGIANCE**
- 4. PRESENTATIONS - NONE**
- 5. ROLL CALL**
- 6. CONSENT - (PUBLIC COMMENT TAKEN)**

Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one Motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and considered separately.

- a. Town Clerk's Office** - Approval of the Special Conceptual Commission Meeting Minutes — November 17, 2025
- b. Town Clerk's Office** - Approval of the Town Commission Minutes - November 17,

2025

- c. **Growth Management** - Consideration of the Acceptance and Conveyance of Sewer, Water, and Reuse Infrastructure constructed within Hammock Oaks Phase 1A, as recorded in Plat Book 83, Page 1; Hammock Oaks Phase 1B, as recorded in Plat Book 83, Page 9; and Hammock Oaks Phase 1C, as recorded in Plat Book 83, Page 12, of the Public Records of Lake County, Florida, from SK Hammock Oaks LLC, to the Town of Lady Lake, Florida. (Thad Carroll)
- d. **Growth Management** - Consideration of the Acceptance and Conveyance of Sewer, Water, and Reuse Infrastructure constructed within Hammock Oaks Phase 2A, as recorded in Plat Book 85, Page 39, of the Public Records of Lake County, Florida, from SK Hammock Oaks LLC to the Town of Lady Lake, Florida. (Thad Carroll)
- e. **Growth Management** - Consideration of the Acceptance and Conveyance of Sewer, Water, and Reuse Infrastructure constructed within Hammock Oaks Phase 2D, as recorded in Plat Book 85, Page 77, of the Public Records of Lake County, Florida, from SK Hammock Oaks LLC to the Town of Lady Lake, Florida. (Thad Carroll)

7. PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS (PUBLIC COMMENT TAKEN) - NONE

8. NEW BUSINESS – (PUBLIC COMMENT TAKEN)

- a. **Growth Management** — Consideration of the request for refund of overpaid reuse impact fee credits to SK Hammock Oaks, LLC, the developer of Hammock Oaks, The Reserve at Hammock Oaks, and The Highlands at Hammock Oaks Planned Unit Development (PUD) subdivisions. (Thad Carroll)
- b. Discussion - Developer's Disposal of Brush and Trees when Clearing Land for Development

9. MAYOR AND COMMISSIONER’S REPORTS

10. TOWN MANAGER’S REPORT

11. TOWN ATTORNEY’S REPORT

12. PUBLIC COMMENTS

This section is reserved for members of the public to bring up concerns or comments on any matter. The time limit for such comments is (3) minutes and only those members of the public who submitted a request to speak to the Clerk in writing on the Town’s approved form will be permitted to speak. Please be courteous and respectful of the views of others.

Personal attacks on the Town Commission, Town Staff, or members of the public are not allowed.

13. ADJOURN

NOTICES: Pursuant to Section 286.0105, Florida Statutes, If a person decides to appeal a decision made with respect to any matter considered at the above meeting or hearing, he/she may need a verbatim record of the proceedings including the testimony and evidence, a record of which is not provided by the Town of Lady Lake. (F.S. 286-0105) One or more members of any other Town Board or Committee may be in attendance at this meeting but will not be conducting business.

In accordance with the Americans with Disabilities Act (ADA), persons with a disability needing a special accommodation to participate in the Town Commission meeting should contact the Town Clerk's Office, 409 Fennel Boulevard, Lady Lake, FL 32159, Telephone: (352)751-1501, Email: krosado@ladylake.org not later than 48 hours prior to the proceedings. If you are hearing or voice impaired contact the relay operator at 7-1-1 or for a telecommunications device contact (352) 751-1565.

Please contact the Town Clerk's Office with any questions at 352-751-1501. This meeting is being conducted in a handicapped accessible location. Any handicapped person requiring special accommodation or an interpreter for the hearing or visually impaired should contact the Clerk's Office at least two days prior to the meeting. To access a Telecommunication Device for Deaf Persons (TDD), please call 352-751- 1565.

1 **MINUTES OF THE TOWN COMMISSION CONCEPTUAL WORKSHOP**
2 **TOWN OF LADY LAKE, FLORIDA**

3 **November 17, 2025**

4 The special conceptual workshop meeting of the Lady Lake Town Commission was held in
5 the Commission Chambers at Lady Lake Town Hall, 409 Fennell Blvd., Lady Lake, Florida, with
6 Mayor Ed Freeman presiding. The meeting convened at 5:32 p.m.

7 **ROLL CALL**

Commissioner (Ward)	Present
Regan (Four)	YES
Gourlie (Two)	YES
Roberts (One)	YES
Sage (Five)	YES
Freeman (Three)	YES

8 **STAFF PRESENT:**

9 Bill Lawrence, Town Manager; Thad Carroll, Growth Management Director; Becky Higgins,
10 Senior Planner; Kathy Rosado, Town Clerk; Police Chief Steve Hunt, Lady Lake Police
11 Department; Deputy Chief Jason Brough, Lady Lake Police Department; C.T. Eagle, Public
12 Works Director; Mike Burske, Parks and Recreation Director; and Carol Osborne, Deputy Town
13 Clerk.

14 Town Attorney Derek Schroth was also in attendance.

15 **NEW BUSINESS**

16 **1. Consideration of Commercial Design and Landscaping Waivers for the Florida Credit**
17 **Union New Major Site Plan MJSP 08/25-002 – Proposing a 5,944 square foot bank with 37**
18 **parking spaces on 1.77 acres, zoned Planned Unit Development (PUD), located at the**
19 **southwest corner of the intersection of Hammock Oaks Boulevard and Highway 466 within**
20 **the Hammock Oaks Commercial Park, within the Town Limits of Lady Lake, Florida. (Becky**
21 **Higgins)**

22 Senior Planner Becky Higgins stated that the proposed project is for Florida Credit Union,
23 which is will be located at the corner of Hammock Oaks Boulevard and Hwy 466. This banking
24 facility will have a drive-through and 37 parking spaces. The applicant is requesting four
25 waivers.

26 Ms. Higgins presented a sketch layout map of the site, a sketch layout map of the landscaping
27 plan, and the plant schedule. She stated the canopy trees will be Live Oak trees, Elm trees,
28 and Magnolia trees, and the understory trees will be two varieties of holly trees, Crepe Myrtle
29 trees, and palms.

30 **Waiver One** - Chapter 10, Section 10-3).c).2). – A landscape area shall be provided at the end
31 of all single parking rows. The landscape area will be a minimum of two hundred square feet
32 and shall contain a minimum of one acceptable canopy tree or three acceptable understory
33 trees or palms, five acceptable shrubs, and ground cover and/or grass. She stated that there
34 is an electric transformer in the area which does not allow them to plant trees in this area.

35 Justification Statement Provided by the Applicant — Due to the site access point and the
36 drive-thru portion of the proposed building, a portion of the vehicular access is one-way
37 which has required the need to allow cars to temporarily park to navigate the site’s parking
38 lot. This space combined with the utility points of connection make it difficult to provide a
39 terminal landscape island for the bay of parking on the east side of the project. All other
40 required parking islands have been provided in the proposed site plan. We would like to
41 request a waiver for this single terminal island. Attached is an exhibit showing the current
42 proposed site plan and identifying the parking bay with the missing terminal landscape
43 island.

44 **Waiver Two** - Chapter 20, Section 20-3C).3).B). – If one of the four predominant styles defined
45 in the commercial design standard manual is not selected, the compatibility of the proposed
46 building will be reviewed for consistency with the recommended styles and adjacent
47 architecture, on a case-by-case basis.

48 **Waiver Three** - Chapter 20, Section 20-3C).3).A). – No more than three different colors or color
49 shades (one primary/body color, and no more than two accent/trim colors) should typically
50 be used on single building.

51 Justification Statement Provided by the Applicant — The proposed Florida Credit Union (FCU)
52 Branch Building is designed as a branding image for FCU. This building has been constructed
53 in multiple locations in Florida and is currently under construction in Lecanto, Florida. The
54 consistent branding design provides FCU customers with a valued and trusted aesthetic in
55 that it is a pleasing and customer friendly building that is the same at each location thus
56 providing a stability of experience to FCU workers and customers. The proposed FCU Branch
57 Building in Lady Lake is located in front of a Walmart and adjacent to a gas station and is
58 consistent to the architectural style of the development. We request that this building be
59 considered more in line with Sec 20-3C)3)B, which provides for an opportunity for the Lady
60 Lake Building Department to consider a consistency of style compared to the adjacent
61 architecture. Also, please refer to the attached four attached photos labeled FCU Exterior

62 Elevation 01, 02, 03 and 04, which are images from an identical FCU Branch Building recently
63 constructed in Wildwood, Florida. We thought these photos would be helpful to understand
64 what the proposed exterior elevations are planned to look like at the FCU Branch Building in
65 Lady Lake.

66 Ms. Higgins stated that this building will be located in front of Walmart and adjacent to a gas
67 station. She stated that the applicant believes this building is consistent with the buildings
68 that have already been approved in this location.

69 **Waiver Four** - Chapter 20, Section 20-3C).10).N). – Parking areas should be located behind the
70 building façade. Ms. Higgins stated that this is a common waiver with most site plans. She
71 stated that because the drive-through lanes are in the rear of the site, it makes it difficult to
72 have any parking located in the area. Therefore, the parking spaces will be located in the
73 front adjacent to Hwy 466.

74 Commissioner Gourlie inquired as to when the four architectural styles were approved.

75 Ms. Higgins stated they were approved in 2006.

76 Commissioner Gourlie suggested reviewing the approved architectural styles to
77 accommodate modern styles instead of accommodating developers. He stated that he likes
78 the proposed building.

79 Mayor Freeman stated that because the commission approved the present look of Walmart,
80 other developers are wanting their branded building to be approved.

81 Growth Management Director Thad Carroll stated that the code can be reviewed at any time.
82 He stated that Mission Style was chosen due to the architectural style in Spanish Springs. He
83 stated that many styles that are in our commercial design standards are compatible with
84 smaller scale developments. He stated that with larger buildings, such as Walmart, it is hard
85 to incorporate all of our design elements. He stated that most of those projects have some of
86 the elements, yet do not exhibit a specific style. He noted that as the town has grown, more
87 branded businesses have come to our area, necessitating code waivers to maintain their
88 branding.

89 David Eckhardt – Florida Credit Union

90 Mr. Eckhardt stated the two closest branch locations are in Bellview and Wildwood in Marion
91 County.

92 Mayor Freeman stated that it seems the town grants waivers to developers whose buildings
93 do not comply with our Land Development Regulations.

94 Mr. Eckhardt stated that there are many members in Lady Lake, and that is the reason for
95 their desire to establish a branch location in Lady Lake. The branded building lets them know

96 it is a Florida Credit Union location. He stated that they would not consider this location if
97 there was no membership to support it.

98 Commissioner Regan commented that even though Crepe Myrtle trees are colorful, they
99 create a lot of tree litter.

100 Commissioner Roberts stated that she likes the aesthetic of the building and the site plan.

101 Commissioner Sage confirmed the sign on the front of the building complies with our code.
102 He inquired as to the width of the parking spaces.

103 Travis Hastay, PE- NV5

104 Mr. Hastay stated that parking spaces are ten-feet wide, which is widest for a standard
105 parking space.

106 Mayor Freeman inquired to the number of handicap parking spaces are included with this
107 plan.

108 Mr. Hastay advised that there are four handicap parking spaces, which is more than required.

109 *It is the consensus of the Board to approve the Commercial Design and Landscaping waivers'*
110 *requests for the Florida Credit Union New Major Site Plan MJSP 08/25-002.*

111 **PUBLIC COMMENT**

112 No comments.

113 **ADJOURNMENT**

114 There being no further business, the meeting was adjourned at 5:48 p.m.

115

116 _____
117 Kathleen Rosado, Town Clerk

118

119

120 _____
121 Ed Freeman, Mayor

1 **DRAFT MINUTES OF THE TOWN COMMISSION MEETING**
2 **TOWN OF LADY LAKE, FLORIDA**

3 **November 17, 2025**

4 The regular meeting of the Lady Lake Town Commission was held in the Commission
5 Chambers at Lady Lake Town Hall, 409 Fennell Blvd., Lady Lake, Florida, with Mayor Freeman
6 presiding. The meeting convened at 6:00 p.m.

7 **1. CALL TO ORDER**

8 **2. INVOCATION**

9 Led by Rabbi Zev – Temple Shalom of Central FL

10 **3. PLEDGE OF ALLEGIANCE**

11 **4. ROLL CALL**

Commissioner (Ward)	Present
Regan (Four)	YES
Gourlie (Two)	YES
Roberts (One)	YES
Sage (Five)	YES
Freeman (Three)	YES

12 **STAFF PRESENT**

13 Bill Lawrence, Town Manager; Kathy Rosado, Town Clerk; Thad Carroll, Growth Management
14 Director; Becky Higgins, Senior Planner; Lady Lake Police Chief Steve Hunt; Deputy Chief
15 Jason Brough, Lady Lake Police Department; Lt. Robert Tempesta, Lady Lake Police
16 Department; C.T. Eagle, Public Works Director; Mike Burske, Parks and Recreation Director;
17 Tamika DeLee, Human Resources Director; and Carol Osborne, Deputy Town Clerk.

18 Town Attorney Derek Schroth was also in attendance.

19 **5. CONSIDERATION OF SELECTION OF COMMISSION LIAISONS FOR 2025-2026**

- 20 **a. Town Clerk’s Office — Consideration of Liaisons — Appointment of Town**
21 **Commissioners as Liaisons to outside Committees for 2026.**

22
23 **CHAMBER OF COMMERCE — Commissioner John Gourlie**

- 1
- 2 **FLORIDA LEAGUE OF CITIES/LAKE CO. LEAGUE OF CITIES** — Mayor/Commissioner Ed Freeman
- 3
- 4 **LAKE COUNTY SCHOOL CONCURRENCY REPRESENTATIVES** — Commissioner Treva Roberts;
- 5 Derek Schroth, Town Attorney
- 6
- 7 **Lake County Technical Advisory Committee** — Becky Higgins – Primary; C.T. Eagle - Alternate
- 8
- 9 **METROPOLITAN PLANNING ORGANIZATION** — Mayor/Commissioner Ed Freeman
- 10
- 11 **METROPOLITAN PLANNING ORGANIZATION CITIZENS’ ADVISORY COMMITTEE**
- 12 **REPRESENTATIVE** — Richard Masso
- 13
- 14 **POLICE PENSION BOARD** — Commissioner Ed Regan
- 15
- 16 **THE VILLAGES ELEMENTARY OF LADY LAKE** — Commissioner Treva Roberts
- 17

18 **6. CONSENT**

- 19 **a. November 3, 2025 – Town Commission Meeting Minutes**

20 **Upon a motion by Commissioner Sage and seconded by Commissioner Gourlie, the**
21 **Commission approved the Consent Agenda as presented. Motion carried 5-0.**

22 **7. PUBLIC HEARINGS AND QUASI-JUDICIAL HEARINGS (Public Comment Taken)**

- 23 **a. Growth Management — Ordinance 2025-15 – Public Hearing and Final Reading** — An
24 Ordinance Adopting Corrections, Updates and Modifications to the Capital
25 Improvements Schedule of the Town of Lady Lake Comprehensive Plan. (Thad Carroll)

26 Growth Management Director Thad Carroll stated that Ordinance 2025-15 provides the
27 annual update of the Capital Improvements’ Schedule, which is part of the Town’s
28 Comprehensive Plan. The Capital Improvement Plan update process and the corresponding
29 requirements are no longer required to be processed by a Comprehensive Plan Amendment
30 and may be adopted by local Ordinance. The Town must annually update the Five-Year
31 Schedule of Capital Improvements pursuant to Florida Statutes. The purpose of the Capital
32 Improvements Element and the Improvement Schedules is to identify the capital
33 improvements that are needed to implement the Comprehensive Plan and ensure that
34 adopted Level of Service (LOS) standards are achieved and maintained for concurrency
35 related facilities.

36 These facilities include water supply, sewer, solid waste, drainage, parks and recreation,
37 public schools, transportation, and mass transit. While the Town does not have financial

1 responsibility or accountability regarding some of these public facilities, there is still the
2 requirement to incorporate the five-year capital improvement schedules from other entities.

3 Mr. Carroll presented an overview of plan improvements:

4 Sidewalk Installations — Funded through a CDBG Grant.

5 Water, Wastewater, and Stormwater — These are estimated costs. These figures will be
6 adjusted when new wastewater treatment plant study is received. These improvements are
7 funded through the Utility Fund and, potentially, the State Revolving Loan Fund.

8 Library Project — The funds shown are from the previous year and rolled into this year to
9 complete the project.

10 Parks and Recreation — The design study for the new Lady Lake Recreation Center and the
11 installation of a fence at the Harry Sachs Field.

12 Transportation Improvements — These are not town projects, yet are included to show
13 which roads will be improved in the next five-year period. Also included is the Project
14 Development and Environment study(PD&E) for Rolling Acres Road, the Highway 27/441
15 Widening Project, and the new alignment for Lake Ella Road.

16 Public Schools Improvements — This figure is the carryover from the completion of the
17 Villages Elementary School expansion.

18 Information Technology — Town Fiberoptic Wide Area Network Project.

19 **PAST ACTIONS**

20 The Technical Review Committee found that Ordinance 2025-15 was ready for transmittal to
21 the Planning and Zoning Board.

22 At the October 13, 2025, meeting, the Planning and Zoning Board voted 4-0 to forward
23 Ordinance 2025-15 to the Town Commission with the recommendation of approval.

24 At the November 3, 2025, meeting, the Town Commission voted 4-0 to approve Ordinance
25 2025-15 upon First Reading.

26 Mayor Freeman stated the Rolling Acres Road project is on the Metropolitan Planning
27 Organization schedule for 2049.

28 Mr. Carroll stated that conditions have changed since the last PD&E was conducted in 2010-
29 2011. He stated that this money is budgeted, reiterating that this project is not funded by the
30 town. He stated that the county is researching funding options for road projects.

31 Mayor Freeman inquired how the conceptual design for the new recreation center will be
32 funded.

1 Mr. Carroll stated it is funded with Parks and Recreation impact fees.

2 Commissioner Sage inquired who are members of the Technical Review Committee.

3 Mr. Carroll stated the Technical Review Committee members include the consulting engineer,
4 the building official, the fire official, the Public Works Director and himself. He stated when all
5 the comments are satisfied, the proposals are presented to the Planning and Zoning Board or
6 to the Town Commission.

7 Commissioner Sage verified with Mr. Carroll that the expenses in the tables are budgeted
8 expenses.

9 **Upon a motion by Commissioner Gourlie and seconded by Commissioner Sage, the**
10 **Commission approved the second and final reading of Ordinance 2025-15, by the following**
11 **roll call vote:**

Commissioner (Ward)	Vote
Regan (Four)	YES
Gourlie (Two)	YES
Roberts (One)	YES
Sage (Five)	YES
Freeman (Three)	YES

12 **Motion passed by a vote of 5-0.**

13 **8. NEW BUSINESS — (Public Comment Taken)**

14 There was no New Business.

15 **9. MAYOR AND COMMISSIONER’S REPORT**

16 Commissioner Sage stated that the vegetation along Hwy 27/441 is overgrown. He stated that
17 Mr. Eagle informed him that the Town forwarded the approved contract to Florida
18 Department of Transportation and is waiting their approval.

19 Commissioner Roberts commended staff for the Town’s Centennial celebrations. She
20 thanked everyone who was involved.

21 Mayor Freeman agreed, noting the extravagant fireworks display.

22 **10. TOWN MANAGER’S REPORT**

23 Mr. Lawrence acknowledged the Town’s Communication department for their promotional
24 activities for the Centennial celebration.

1 Mr. Lawrence stated that the Town cannot mow the Hwy 27/441 corridor until FDOT transfers
2 it to the Town.

3 Parks and Recreation Director Mike Burske announced the upcoming holiday events:

4 November 22 — Light Up Lady Lake at Snooky Park

5 December 6 — Christmas Parade

6 **11. TOWN ATTORNEY’S REPORT**

7 Attorney Schroth stated he filed the response to the Grand Oaks litigation.

8 **12. PUBLIC COMMENTS**

9 Greg Steinmetz, 2945 Pine Grove Lane

10 Mr. Steinmetz expressed his opposition to the Town’s proclamation for Pride Month.

11 Reverend Dr. Paul Harsh, First Baptist Church of Lady Lake

12 Dr. Harsh expressed his belief as a biblical Christian that homosexuality is a sin.

13 Debra Hobbs, 540 Loma Paseo Place

14 Ms. Hobbs stated that a government meeting is not the appropriate venue for preaching, and
15 that a proclamation serves as an acknowledgment for various groups.

16 Jason Accurso, 428 Sierra Oak Circle

17 Mr. Accurso stated that individuals who work or shop in the Town of Lady Lake consider it
18 their town, even if they do not reside there.

19 **13. ADJOURN**

20 There being no further business to discuss, the meeting adjourned at 6:34 p.m.

21 _____
22 Kathleen Rosado, Town Clerk

23 _____
24 Ed Freeman, Mayor



TOWN COMMISSION MEETING AGENDA ITEM TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Growth Management - Consideration of the Acceptance and Conveyance of Sewer, Water, and Reuse Infrastructure constructed within Hammock Oaks Phase 1A, as recorded in Plat Book 83, Page 1; Hammock Oaks Phase 1B, as recorded in Plat Book 83, Page 9; and Hammock Oaks Phase 1C, as recorded in Plat Book 83, Page 12, of the Public Records of Lake County, Florida, from SK Hammock Oaks LLC, to the Town of Lady Lake, Florida. (Thad Carroll)

AGENDA ITEM ID

2025-870

DEPARTMENT

Growth Management

SUMMARY

Owner and Developer, SK Hammock Oaks LLC, has completed the construction of infrastructure to serve Phase 1A, Phase 1B, and Phase 1C. The Developer is connected to Town water, sewer, and reuse facilities, including two lift stations within Phase 1A. The applicant has prepared the necessary documents for conveyance of sewer, water, and reuse infrastructure to the Town of Lady Lake for improvements across their property.

A cost estimate of the constructed utilities has been provided by the developers engineer, and a two-year bond in the amount of \$899,028.34 (or ten percent of the estimated construction costs) will be issued to Town of Lady Lake as beneficiary. The Town Attorney, Public Works Director, and Finance Director have reviewed the item and given their consent to approve.

Tracts "A" and "B" as shown on the plat of Hammock Oaks Phase 1A has been granted to the Town of Lady Lake for maintenance of the lift stations conveyed to the Town.

PAST ACTIONS

All inspections by the Fire Inspector and Public Works staff have been conducted and the infrastructure has been found acceptable to be conveyed to the Town at this time.

STAFF RECOMMENDATION

Growth Management staff recommend approval of the Acceptance and Conveyance of Sewer, Water, and Reuse Infrastructure constructed within Hammock Oaks Phase 1A, as recorded in Plat Book 83, Page 1; Hammock Oaks Phase 1B, as recorded in Plat Book 83, Page 9; and Hammock Oaks Phase 1C, as recorded in Plat Book 83, Page 12, of the Public Records of Lake County, Florida, from SK Hammock Oaks LLC, to the Town of Lady Lake, Florida.

FISCAL IMPACT

\$6,893,155.45 (Phase 1A - Value of Infrastructure Conveyed)

\$1,475,018.15 (Phase 1B - Value of Infrastructure Conveyed)

\$622,109.83 (Phase 1C - Value of Infrastructure Conveyed)

FUNDING SOURCE

Not applicable

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that SK Hammock Oaks LLC a Foreign Limited Liability Company, hereinafter the "Grantor", for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) lawful money of the United States, to it paid by TOWN OF LADY LAKE, a political subdivision of the State of Florida, hereinafter the "Grantee", the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered and by these presents does grant, bargain, sell, transfer and deliver unto the Grantee, its successors and assigns, the following described tangible utility components constructed and installed by Grantor, and inspected by the TOWN OF LADY LAKE.

PROJECT NAME: Hammock Oaks Phase 1

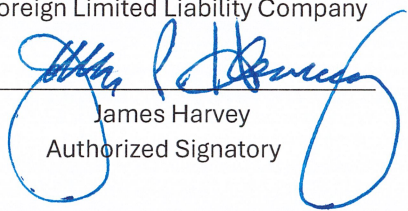
DESCRIPTION OF COMPONENTS TO BE CONVEYED:

Utility components conveyed hereunder are described on "Exhibit A," (collectively, the 'UTILITY COMPONENTS')."

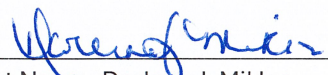
TO HAVE AN TO HOLD the same unto the Grantor, its successors and assigns forever.

And it does, for itself, its successors and assigns, covenant to and with the Grantee, its successors and assigns, that it is the lawful owner of the said personal property; that they are free from all encumbrances; that it has good right to sell the same aforesaid, and that it will warrant and defend the sale of said property, unto the Grantee, its successors and assigns, against the lawful claims and demand of all persons whomsoever.

SK Hammock Oaks LLC
A Foreign Limited Liability Company


James Harvey
Authorized Signatory

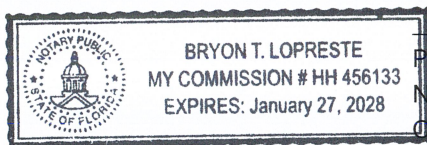
Witness:

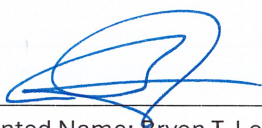

Print Name: Darlene J. Miklos

Witness:


Print Name: Bryon T. LoPreste

The foregoing instrument was acknowledged before me physical presence or online notarization this 30th day of October, 2025, by James P. Harvey, as Authorized Signatory of SK Hammock Oaks, a Delaware limited liability company, who is personally known to me or who has produced _____ as identification.




Printed Name: Bryon T. LoPreste
NOTARY PUBLIC - STATE OF FLORIDA
Commission Number: HH456133
My Commission Expires: 01/27/28

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
SEWER					
1620	8" Sanitary Sewer (0'-6')	75.00	LF	\$ 41.85	\$ 3,138.75
1630	8" Sanitary Sewer (6'-8')	1,155.00	LF	\$ 45.20	\$ 52,206.00
1640	8" Sanitary Sewer (8'-10')	2,530.00	LF	\$ 49.55	\$ 125,361.50
1650	8" Sanitary Sewer (10'-12')	2,470.00	LF	\$ 55.70	\$ 137,579.00
1660	8" Sanitary Sewer (12'-14')	1,490.00	LF	\$ 64.95	\$ 96,775.50
1670	8" Sanitary Sewer (14'-16')	1,320.00	LF	\$ 111.85	\$ 147,642.00
1680	8" Sanitary Sewer (16'-18')	440.00	LF	\$ 158.35	\$ 69,674.00
1690	8" Sanitary Sewer (18'-20')	235.00	LF	\$ 204.85	\$ 48,139.75
1700	8" Sanitary Sewer (20'-22')	85.00	LF	\$ 221.60	\$ 18,836.00
1710	8" Sanitary Sewer (22'-24')	90.00	LF	\$ 242.00	\$ 21,780.00
1720	8" Sanitary Sewer (24'-26')	225.00	LF	\$ 266.80	\$ 60,030.00
1730	Sanitary Manhole (0'-6')	1.00	EA	\$ 6,340.00	\$ 6,340.00
1740	Sanitary Manhole (6'-8')	9.00	EA	\$ 7,015.00	\$ 63,135.00
1750	Sanitary Manhole (8'-10')	15.00	EA	\$ 8,305.00	\$ 124,575.00
1760	Sanitary Manhole (10'-12')	13.00	EA	\$ 9,415.00	\$ 122,395.00
1770	Sanitary Manhole (12'-14')	11.00	EA	\$ 11,135.00	\$ 122,485.00
1780	Sanitary Manhole (14'-16')	11.00	EA	\$ 14,195.00	\$ 156,145.00
1790	Sanitary Manhole (16'-18')	3.00	EA	\$ 19,530.00	\$ 58,590.00
1800	Sanitary Manhole (18'-20')	1.00	EA	\$ 20,010.00	\$ 20,010.00
1810	Sanitary Manhole (20'-22')	1.00	EA	\$ 20,660.00	\$ 20,660.00
1820	Sanitary Manhole (22'-24')	1.00	EA	\$ 21,180.00	\$ 21,180.00
1830	Sanitary Manhole (26'-28')	1.00	EA	\$ 22,655.00	\$ 22,655.00
1840	Single Service	28.00	EA	\$ 1,570.00	\$ 43,960.00
1850	Double Service	65.00	EA	\$ 1,930.00	\$ 125,450.00
SUBTOTAL SEWER					\$ 1,688,742.50
LIFT STATIONS					
1880	Lift Station #1	1.00	LS	\$ 909,495.00	\$ 909,495.00
1885	Lift Station #2	1.00	LS	\$ 695,955.00	\$ 695,955.00
SUBTOTAL LIFT STATIONS					\$ 1,605,450.00
FORCEMAIN					
1905	6" PVC Forcemain	100.00	LF	\$ 48.20	\$ 4,820.00
1910	8" PVC Forcemain	515.00	LF	\$ 50.90	\$ 26,213.50
1920	10" PVC Forcemain	2,220.00	LF	\$ 66.60	\$ 147,852.00
1930	6" Plug Valve	1.00	EA	\$ 2,017.00	\$ 2,017.00
1940	8" Plug Valve	3.00	EA	\$ 2,910.00	\$ 8,730.00
1945	10" Plug Valve	2.00	EA	\$ 4,675.00	\$ 9,350.00
1950	Blow-Off Assembly	1.00	EA	\$ 2,090.00	\$ 2,090.00
1960	Fittings	1.00	LS	\$ 30,720.00	\$ 30,720.00

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
	SUBTOTAL FORCEMAIN				\$ 231,792.50
	WATERMAIN				
2010	4" PVC Watermain	465.00	LF	\$ 25.60	\$ 11,904.00
2020	6" PVC Watermain	60.00	LF	\$ 40.80	\$ 2,448.00
2040	8" PVC Watermain	4,800.00	LF	\$ 52.90	\$ 253,920.00
2060	12" PVC Watermain	8,020.00	LF	\$ 85.85	\$ 688,517.00
2080	4" Gate Valve	2.00	EA	\$ 1,570.00	\$ 3,140.00
2090	8" Gate Valve	49.00	EA	\$ 2,540.00	\$ 124,460.00
2100	12" Gate Valve	46.00	EA	\$ 4,450.00	\$ 204,700.00
2110	Fittings	1.00	LS	\$ 139,450.00	\$ 139,450.00
2120	Single Service	17.00	EA	\$ 2,688.00	\$ 45,696.00
2120	Single Service Meter Deduct	-17.00	EA	\$ 288.90	\$ (4,911.30)
2130	Double Service	67.00	EA	\$ 3,616.00	\$ 242,272.00
2130	Double Service Meter Deduct	-67.00	EA	\$ 577.80	\$ (38,712.60)
2140	Lift Station Service	2.00	EA	\$ 4,370.00	\$ 8,740.00
2150	Fire Hydrant Assembly	26.00	EA	\$ 7,605.00	\$ 197,730.00
2160	Blow-Off Assembly	22.00	EA	\$ 2,215.00	\$ 48,730.00
	SUBTOTAL WATERMAIN				\$ 1,928,083.10
	RECLAIM				
2210	4" PVC Reclaim	390.00	LF	\$ 21.90	\$ 8,541.00
2220	6" PVC Reclaim	2,400.00	LF	\$ 36.80	\$ 88,320.00
2230	8" PVC Reclaim	7,830.00	LF	\$ 46.75	\$ 366,052.50
2240	4" Gate Valve	2.00	EA	\$ 1,570.00	\$ 3,140.00
2250	6" Gate Valve	28.00	EA	\$ 1,840.00	\$ 51,520.00
2260	8" Gate Valve	30.00	EA	\$ 2,540.00	\$ 76,200.00
2270	Fittings	1.00	LS	\$ 48,380.00	\$ 48,380.00
2280	Single Service	12.00	EA	\$ 2,842.00	\$ 34,104.00
2280	Single Service Meter Deduct	-12.00	EA	\$ 288.90	\$ (3,466.80)
2290	Double Service	21.00	EA	\$ 3,770.00	\$ 79,170.00
2290	Double Service Meter Deduct	-21.00	EA	\$ 577.80	\$ (12,133.80)
2300	Blow-Off Assembly	10.00	EA	\$ 2,095.00	\$ 20,950.00
New	3" Irrigation Tap	3.00	EA	\$ 9,830.45	\$ 29,491.35
New	4" Irrigation Tap	4.00	EA	\$ 9,898.50	\$ 39,594.00
	SUBTOTAL RECLAIM				\$ 829,862.25
	OFFSITE WATERMAIN				
2510	8" PVC Offsite Watermain	60.00	LF	\$ 62.45	\$ 3,747.00
2520	12" PVC Offsite Watermain	2,600.00	LF	\$ 90.75	\$ 235,950.00
2530	8" Gate Valve	2.00	EA	\$ 2,540.00	\$ 5,080.00

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
2540	12" Gate Valve	6.00	EA	\$ 4,450.00	\$ 26,700.00
2550	Fittings	1.00	LS	\$ 19,765.00	\$ 19,765.00
2555	Fire Hydrant Assy.	3.00	EA	\$ 7,605.00	\$ 22,815.00
2560	Blow-Off Assembly	2.00	EA	\$ 2,215.00	\$ 4,430.00
	SUBTOTAL OFFSITE WATERMAIN				\$ 318,487.00
	TOLL FIBER				
New	2" S40 Grey Conduit Pipe	18,780.00	LF	\$ 11.27	\$ 211,650.60
New	24"x36" Pull Box	25.00	EA	\$ 3,163.50	\$ 79,087.50
	SUBTOTAL TOLL FIBER				\$ 290,738.10
	GRAND TOTAL HAMMOCK OAKS PHASE 1A				\$ 6,893,155.45

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
SEWER					
1420	8" Sanitary (12'-14')	85.00	LF	\$ 64.95	\$ 5,520.75
1430	8" Sanitary (14'-16')	1,230.00	LF	\$ 111.85	\$ 137,575.50
1440	8" Sanitary (16'-18')	1,130.00	LF	\$ 158.35	\$ 178,935.50
1450	8" Sanitary (18'-20')	320.00	LF	\$ 204.85	\$ 65,552.00
1455	Sanitary Manhole (0'-6')	1.00	EA	\$ 6,360.00	\$ 6,360.00
1460	Sanitary Manhole (12'-14')	1.00	EA	\$ 11,130.00	\$ 11,130.00
1470	Sanitary Manhole (14'-16')	7.00	EA	\$ 14,195.00	\$ 99,365.00
1480	Sanitary Manhole (16'-18')	6.00	EA	\$ 19,530.00	\$ 117,180.00
1490	Sanitary Manhole (18'-20')	4.00	EA	\$ 20,010.00	\$ 80,040.00
1500	Single Service	26.00	EA	\$ 1,570.00	\$ 40,820.00
1510	Double Service	44.00	EA	\$ 1,928.00	\$ 84,832.00
SUBTOTAL SEWER					\$ 827,310.75
WATERMAIN					
1560	4" PVC Watermain	160.00	LF	\$ 25.60	\$ 4,096.00
1570	8" PVC Watermain	2,660.00	LF	\$ 52.90	\$ 140,714.00
1580	4" Gate Valve	3.00	EA	\$ 1,570.00	\$ 4,710.00
1590	8" Gate Valve	19.00	EA	\$ 2,540.00	\$ 48,260.00
1600	Fittings	1.00	LS	\$ 17,340.00	\$ 17,340.00
1610	Single Service	20.00	EA	\$ 2,688.00	\$ 53,760.00
1610	Single Service Meter Deduct	-20.00	EA	\$ 288.90	\$ (5,778.00)
1620	Double Service	47.00	EA	\$ 3,616.00	\$ 169,952.00
1620	Double Service Meter Deduct	-47.00	EA	\$ 577.80	\$ (27,156.60)
1630	Fire Hydrant Assembly	7.00	EA	\$ 7,605.00	\$ 53,235.00
1640	Blow-Off Assembly	5.00	EA	\$ 2,215.00	\$ 11,075.00
SUBTOTAL WATERMAIN					\$ 470,207.40
RECLAIM					
1680	4" PVC Reclaim	200.00	LF	\$ 25.60	\$ 5,120.00
1690	6" PVC Reclaim	2,600.00	LF	\$ 36.80	\$ 95,680.00
1700	4" Gate Valve	2.00	EA	\$ 1,570.00	\$ 3,140.00
1710	6" Gate Valve	16.00	EA	\$ 1,840.00	\$ 29,440.00
1720	Fittings	1.00	LS	\$ 22,335.00	\$ 22,335.00
1730	Single Service	1.00	EA	\$ 2,842.00	\$ 2,842.00
1730	Single Service	-1.00	EA	\$ 2,842.00	\$ (2,842.00)
1740	Double Service	110.00	EA	\$ 3,770.00	\$ 414,700.00
1740	Double Service	-110.00	EA	\$ 3,770.00	\$ (414,700.00)
1750	Blow-Off assembly	5.00	EA	\$ 2,095.00	\$ 10,475.00
New	(3) Proposed Services	3.00	EA	\$ 3,770.00	\$ 11,310.00
SUBTOTAL RECLAIM					\$ 177,500.00

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
	GRAND TOTAL HAMMOCK OAKS PHASE 1B				\$ 1,475,018.15

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
SEWER					
1320	8" Sanitary Sewer (8'-10')	40.00	LF	\$ 49.55	\$ 1,982.00
1330	8" Sanitary (10'-12')	100.00	LF	\$ 55.70	\$ 5,570.00
1340	8" Sanitary (12'-14')	120.00	LF	\$ 64.95	\$ 7,794.00
1350	8" Sanitary (14'-16')	100.00	LF	\$ 111.85	\$ 11,185.00
1360	8" Sanitary (16'-18')	400.00	LF	\$ 158.35	\$ 63,340.00
1370	8" Sanitary Sewer (18'-20')	360.00	LF	\$ 204.85	\$ 73,746.00
1380	Sanitary Manhole (8'-10')	1.00	EA	\$ 8,905.00	\$ 8,905.00
1385	Sanitary Manhole (12'-14')	1.00	EA	\$ 10,744.73	\$ 10,744.73
1390	Sanitary Manhole (16'-18')	3.00	EA	\$ 20,195.00	\$ 60,585.00
1400	Sanitary Manhole (18'-20')	1.00	EA	\$ 20,775.00	\$ 20,775.00
1410	Single Service	16.00	EA	\$ 1,570.00	\$ 25,120.00
1420	Double Service	18.00	EA	\$ 1,928.00	\$ 34,704.00
SUBTOTAL SEWER					\$ 324,450.73
WATERMAIN					
1470	8" PVC Watermain	1,120.00	LF	\$ 52.90	\$ 59,248.00
1480	8" Gate Valve	1.00	EA	\$ 2,540.00	\$ 2,540.00
1490	Fittings	1.00	LS	\$ 2,205.00	\$ 2,205.00
1500	Double Service	25.00	EA	\$ 3,616.00	\$ 90,400.00
1500	Double Service Meter Deduct	-25.00	EA	\$ 577.80	\$ (14,445.00)
1510	Fire Hydrant Assembly	2.00	EA	\$ 7,605.00	\$ 15,210.00
1520	Blow-Off Assembly	1.00	EA	\$ 2,215.00	\$ 2,215.00
SUBTOTAL WATERMAIN					\$ 157,373.00
RECLAIM					
1690	6" PVC Reclaim	1,160.00	LF	\$ 36.80	\$ 42,688.00
1710	6" Gate Valve	1.00	EA	\$ 1,840.00	\$ 1,840.00
1720	Fittings	1.00	LS	\$ 1,735.00	\$ 1,735.00
1730	Single Service	11.00	EA	\$ 2,842.00	\$ 31,262.00
1730	Single Service Meter Deduct	-11.00	EA	\$ 288.90	\$ (3,177.90)
1740	Double Service	20.00	EA	\$ 3,770.00	\$ 75,400.00
1740	Double Service Meter Deduct	-20.00	EA	\$ 577.80	\$ (11,556.00)
1750	Blow-Off Assembly	1.00	EA	\$ 2,095.00	\$ 2,095.00
SUBTOTAL RECLAIM					\$ 140,286.10
GRAND TOTAL HAMMOCK OAKS PHASE 1C					\$ 622,109.83

November 6, 2025

C.T. Eagle
Director of Public Works
Town of Lady Lake
136 Skyline Drive
Lady Lake, FL 32159

RE: **Hammock Oaks - Phase 1A, 1B, 1C**
Lady Lake, Florida

Dear C.T.:

This letter is to serve as the Engineer's Certification, certifying that the improvements for the above referenced project have been installed and are substantially in compliance with approved plans and specifications based upon a visual inspection including review of sewer videos, witnessing of utility testing, and review of provided testing reports associated with the project. The testing performed is found to be in accordance with applicable standards.

Should you have any questions, please feel free to contact me at tony.caggiano@nv5.com or (864) 650-5115.

Sincerely,
NV5, Inc.



Anthony V. Caggiano, Jr., P.E.
Vice President Infrastructure Florida

November 12, 2024

C.T. Eagle
Director of Public Works
Town of Lady Lake
136 Skyline Drive
Lady Lake, FL 32159

RE: Hammock Oaks Phase 1
Engineer's Certification

Dear C.T.:

This letter shall serve as the Engineer's Certification of Costs for the above referenced project.

I hereby certify that the cost of construction applicable to the Maintenance Bond is as follows:

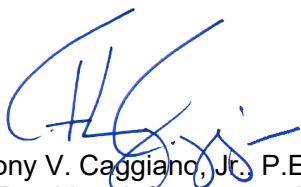
Infrastructure	\$19,120,598.83
Utility Maintenance Paths	\$ 96,467.00
Landscape	\$ 601,482.23
Total	\$ 19,818,548.06

The Maintenance Bond value per Town of Lady Lake ULDC Section 3-11.(4) requirements is as follows:

Maintenance Bond Value
 $10\% \times \$19,818,548.06 = \$1,981,854.81$

If you or staff should have any questions or concerns, please do not hesitate to contact me.

Sincerely,
CHW



Anthony V. Caggiano, Jr. P.E.
Vice President Infrastructure Florida

N:\2022\22-0090\Departments\05_Construction\Permit Closeout\Phase 1\TOLL\Maintenance Bond\LTR 241112 Hammock Oaks Phase 1- Engineer's Certification for Maintenance Bond_REV.docx

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we SK Hammock Oaks LLC, located at 14025 Riveredge Drive Suite 175, Tampa, FL 33444, as Principal, and _____, authorized to do business in the State of Florida, as Surety, are held and firmly bound unto the Town of Lady Lake (Town) as Obligee, in the penal sum of Eight Hundred Ninety-Nine Twenty Eight Thousand and 34/100 (\$899,028.34) DOLLARS, lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents;

WHEREAS, SK Hammock Oaks LLC has agreed to construct in Hammock Oaks Phase 1 (consists of Phases 1A-1C, Lift Stations #1 & 2) the following improvements: Roadways, infrastructure, and offsite improvements as approved by the Obligee (“the Improvements”); and

WHEREAS, SK Hammock Oaks LLC is required to furnish a good and sufficient bond, conditioned to the proper installation of the Improvements.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that Principal, its successors, legal representatives or assigns, shall promptly and faithfully protect Town against such defects and correct any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years commencing on ___December 15th __, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

At the conclusion of the two-year (2-year) maintenance period the Principal, in accordance with the LAND DEVELOPMENT REGULATIONS, may petition the Town to release the surety. The Town will inspect the public improvements and issue a determination of any public improvements covered by the surety that are in need of repair. Upon verification that all repairs have been made, The Town will release the surety.

The Town shall notify Principal in writing of: (1) any defect for which the Principal is responsible and (2) any item that is not properly maintained and shall specify in the notice a reasonable period of time within which Principal may correct the defect or defects.

The Surety unconditionally covenants and agrees that if the Principal fails to perform within the time specified, the Surety, upon written notice from the Town of the default, will forthwith correct such defect or defects, perform the required maintenance, and pay all reasonable Town costs related project completion

The Principal and Surety further jointly and severally agree that the Town, at its option, shall have the right (1) to correct said defects and (2) to perform the required maintenance in case the Principal shall fail or refuse to do so, and in the event the Town should exercise and give effect to such right, the Principal and the Surety shall be jointly and severally obligated hereunder to reimburse the Town for damages either direct or consequential, which may be sustained on account of the failure.

The Parties expressly agree that any action on this Bond shall be brought in a court of competent jurisdiction in and for Lake County, Florida.

Signed, sealed and delivered in the presence of:

PRINCIPAL:

SK Hammock Oaks LLC

Witness as to Principal

By: _____
(Authorized Signature)

Witness as to Principal

(Printed Name)

(Title)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 20____, by _____ as _____ (Title), on behalf of the Principal identified herein, and who is personally known to me or who has produced _____ (Type of Identification) as identification.

NOTARY: _____
Print Name: _____
Commission Number: _____
My Commission Expires: _____

SURETY:

FCCI Insurance Company

Witness as to Surety

By: _____
(Authorized Signature)

Printed _____ Name: _____

Witness as to Surety

Title: _____

Date: _____



TOWN COMMISSION MEETING AGENDA ITEM TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Growth Management - Consideration of the Acceptance and Conveyance of Sewer, Water, and Reuse Infrastructure constructed within Hammock Oaks Phase 2A, as recorded in Plat Book 85, Page 39, of the Public Records of Lake County, Florida, from SK Hammock Oaks LLC to the Town of Lady Lake, Florida. (Thad Carroll)

AGENDA ITEM ID

2025-871

DEPARTMENT

Growth Management

SUMMARY

Owner and Developer, SK Hammock Oaks LLC, has completed the construction of infrastructure to serve Hammock Oaks Phase 2A. The Developer is connected to Town water, sewer, and reuse facilities. The applicant has prepared the necessary documents for conveyance of sewer, water, and reuse infrastructure to the Town of Lady Lake for improvements across their property.

A cost estimate of the constructed utilities has been provided by the developers engineer, and a two-year bond in the amount of \$44,293.90 (or ten percent of the estimated construction costs) will be issued to Town of Lady Lake as beneficiary. The Town Attorney, Public Works Director, and Finance Director have reviewed the item and given their consent to approve.

PAST ACTIONS

All inspections by the Fire Inspector and Public Works staff have been conducted and the infrastructure has been found acceptable to be conveyed to the Town at this time.

STAFF RECOMMENDATION

Growth Management staff recommend approval of the Acceptance and Conveyance of Sewer, Water, and Reuse Infrastructure constructed within Hammock Oaks Phase 2A, as recorded in Plat Book 85, Page 39, of the Public Records of Lake County, Florida, from SK Hammock Oaks LLC to the Town of Lady Lake, Florida.

FISCAL IMPACT

\$442,939.00 (Value of Infrastructure Conveyed)

FUNDING SOURCE

Not applicable

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that SK Hammock Oaks LLC a Foreign Limited Liability Company, hereinafter the "Grantor", for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) lawful money of the United States, to it paid by TOWN OF LADY LAKE, a political subdivision of the State of Florida, hereinafter the "Grantee", the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered and by these presents does grant, bargain, sell, transfer and deliver unto the Grantee, its successors and assigns, the following described tangible utility components constructed and installed by Grantor, and inspected by the TOWN OF LADY LAKE.

PROJECT NAME: Hammock Oaks Phase 2A

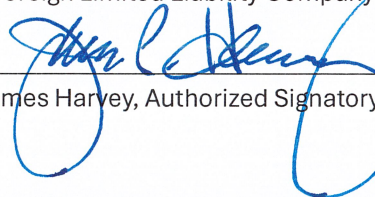
DESCRIPTION OF COMPONENTS TO BE CONVEYED:

Utility components conveyed hereunder are described on "Exhibit A," (collectively, the 'UTILITY COMPONENTS')."

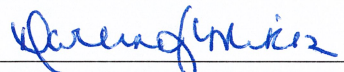
TO HAVE AN TO HOLD the same unto the Grantor, its successors and assigns forever.

And it does, for itself, its successors and assigns, covenant to and with the Grantee, its successors and assigns, that it is the lawful owner of the said personal property; that they are free from all encumbrances; that it has good right to sell the same aforesaid, and that it will warrant and defend the sale of said property, unto the Grantee, its successors and assigns, against the lawful claims and demand of all persons whomsoever.

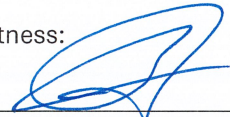
SK Hammock Oaks LLC
A Foreign Limited Liability Company


James Harvey, Authorized Signatory

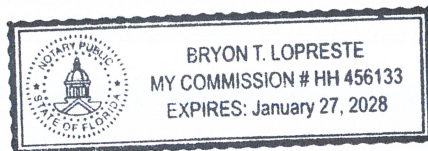
Witness:



Print Name: Darlene J. Miklos

Witness:


Print Name: Bryon T. LoPreste

The foregoing instrument was acknowledged before me physical presence or online notarization this 30th day of October, 2025, by James P. Harvey, as Authorized Signatory of SK Hammock Oaks, a Delaware limited liability company, who is personally known to me or who has produced _____ as identification.




Printed Name: Bryon T. LoPreste
NOTARY PUBLIC - STATE OF FLORIDA
Commission Number: HH456133
My Commission Expires: 01/27/28

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
SEWER					
1490	8" Sanitary Sewer (8'-10')	700.00	LF	\$ 47.35	\$ 33,145.00
1500	8" Sanitary Sewer (10'-12')	320.00	LF	\$ 53.45	\$ 17,104.00
1510	8" Sanitary Sewer (12'-14')	210.00	LF	\$ 62.70	\$ 13,167.00
1520	Sanitary Manhole (8'-10')	6.00	EA	\$ 8,785.00	\$ 52,710.00
1530	Sanitary Manhole (10'-12')	1.00	EA	\$ 9,970.00	\$ 9,970.00
1540	Sanitary Manhole (12'-14')	2.00	EA	\$ 11,180.00	\$ 22,360.00
1550	Single Service	9.00	EA	\$ 1,235.00	\$ 11,115.00
1560	Double Service	18.00	EA	\$ 1,605.00	\$ 28,890.00
1580	TOTAL SEWER				\$ 188,461.00
WATERMAIN					
1600	8" PVC Watermain	1,280.00	LF	\$ 46.45	\$ 59,456.00
1610	Fittings	1.00	LS	\$ 6,230.00	\$ 6,230.00
1620	Single Service	9.00	EA	\$ 1,845.00	\$ 16,605.00
1620	Single Service Meter Deduct	-9.00	EA	\$ 288.90	\$ (2,600.10)
1630	Double Service	18.00	EA	\$ 3,175.00	\$ 57,150.00
1630	Double Service Meter Deduct	-18.00	EA	\$ 577.80	\$ (10,400.40)
1650	Fire Hydrant Assembly	3.00	EA	\$ 7,865.00	\$ 23,595.00
1670	TOTAL WATERMAIN				\$ 150,035.50
RECLAIM					
1690	6" PVC Reclaim	1,240.00	LF	\$ 32.95	\$ 40,858.00
1700	Fittings	1.00	LS	\$ 4,375.00	\$ 4,375.00
1710	Single Service	3.00	EA	\$ 1,845.00	\$ 5,535.00
1710	Single Service Meter Deduct	-3.00	EA	\$ 288.90	\$ (866.70)
1720	Double Service	21.00	EA	\$ 3,175.00	\$ 66,675.00
1720	Double Service Meter Deduct	-21.00	EA	\$ 577.80	\$ (12,133.80)
1750	TOTAL RECLAIM				\$ 104,442.50
GRAND TOTAL HAMMOCK OAKS PHASE 2A					\$ 442,939.00

October 30, 2025

C.T. Eagle
Director of Public Works
Town of Lady Lake
136 Skyline Drive
Lady Lake, FL 32159

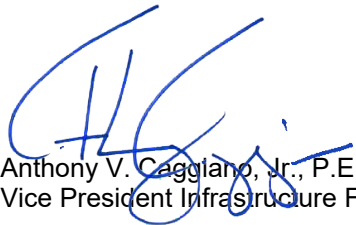
RE: **Hammock Oaks Phase 2A**
Lady Lake, Florida

Dear C.T.:

This letter is to serve as the Engineer's Certification, certifying that the improvements for the above referenced project have been installed and are substantially in compliance with approved plans and specifications based upon a visual inspection including review of sewer videos, witnessing of utility testing, and review of provided testing reports associated with the project. The testing performed is found to be in accordance with applicable standards.

Should you have any questions, please feel free to contact me at tony.caggiano@nv5.com or (864) 650-5115.

Sincerely,
NV5, Inc.



Anthony V. Caggiano, Jr., P.E.
Vice President Infrastructure Florida

November 5, 2025

C.T. Eagle
Director of Public Works
Town of Lady Lake
136 Skyline Drive
Lady Lake, FL 32159

RE: Hammock Oaks Phase 2A
Engineer's Certification

Dear C.T.:

This letter shall serve as the Engineer's Certification of Costs for the above referenced project.

I hereby certify that the cost of construction applicable to the Maintenance Bond is as follows:

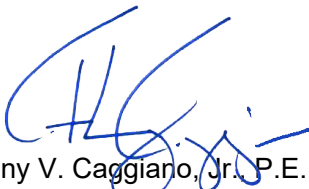
Public Improvements	\$442,939.00
Total	\$442,939.00

The Maintenance Bond value per Town of Lady Lake ULDC Section 3-11.(4) requirements is as follows:

Maintenance Bond Value
 $10\% \times \$442,939.00 = \mathbf{\$44,293.90}$

If you or staff should have any questions or concerns, please do not hesitate to contact me.

Sincerely,
NV5, Inc.



Anthony V. Caggiano, Jr., P.E.
Sr. Vice President Infrastructure Florida

N:\2022\22-0090\Departments\05_Construction\Permit Closeout\Phase 2\Phase 2A\TOLL\Maintenance Bond\LTR 251105 Hammock Oaks Phase 2A- Engineer's Certification for Maintenance Bond.docx

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we SK Hammock Oaks LLC, located at 14025 Riveredge Drive Suite 175, Tampa, FL 33444, as Principal, and _____, authorized to do business in the State of Florida, as Surety, are held and firmly bound unto the Town of Lady Lake (Town) as Obligee, in the penal sum of Forty Four Thousand Two Hundred Ninety-three and 90/100 (\$44,293.90) DOLLARS, lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents;

WHEREAS, SK Hammock Oaks LLC has agreed to construct in Hammock Oaks Phases 2A the following improvements: Roadways, infrastructure, and offsite improvements as approved by the Obligee (“the Improvements”); and

WHEREAS, SK Hammock Oaks LLC is required to furnish a good and sufficient bond, conditioned to the proper installation of the Improvements.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that Principal, its successors, legal representatives or assigns, shall promptly and faithfully protect Town against such defects and correct any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years commencing on December 15, 2025, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

At the conclusion of the two-year (2-year) maintenance period the Principal, in accordance with the Land Development Regulation, may petition the Town to release the surety. The Town will inspect the public improvements and issue a determination of any public improvements covered by the surety that are in need of repair. Upon verification that all repairs have been made, The Town will release the surety.

The Town shall notify Principal in writing of: (1) any defect for which the Principal is responsible and (2) any item that is not properly maintained and shall specify in the notice a reasonable period of time within which Principal may correct the defect or defects.

The Surety unconditionally covenants and agrees that if the Principal fails to perform within the time specified, the Surety, upon written notice from the Town of the default, will

forthwith correct such defect or defects, perform the required maintenance, and pay all reasonable Town costs related project completion

The Principal and Surety further jointly and severally agree that the Town, at its option, shall have the right (1) to correct said defects and (2) to perform the required maintenance in case the Principal shall fail or refuse to do so, and in the event the Town should exercise and give effect to such right, the Principal and the Surety shall be jointly and severally obligated hereunder to reimburse the Town for damages either direct or consequential, which may be sustained on account of the failure.

The Parties expressly agree that any action on this Bond shall be brought in a court of competent jurisdiction in and for Lake County, Florida.

Signed, sealed and delivered in the presence of:

PRINCIPAL:

SK Hammock Oaks LLC

Witness as to Principal

By: _____
(Authorized Signature)

Witness as to Principal

(Printed Name)

(Title)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 20____, by _____ as _____ (Title), on behalf of the Principal identified herein, and who is personally known to me or who has produced _____ (Type of Identification) as identification.

NOTARY: _____
Print Name: _____
Commission Number: _____
My Commission Expires: _____

SURETY:

FCCI Insurance Company

Witness as to Surety

By: _____
(Authorized Signature)

Printed _____ Name: _____

Witness as to Surety

Title: _____

Date: _____



TOWN COMMISSION MEETING AGENDA ITEM TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Growth Management - Consideration of the Acceptance and Conveyance of Sewer, Water, and Reuse Infrastructure constructed within Hammock Oaks Phase 2D, as recorded in Plat Book 85, Page 77, of the Public Records of Lake County, Florida, from SK Hammock Oaks LLC to the Town of Lady Lake, Florida. (Thad Carroll)

AGENDA ITEM ID

2025-872

DEPARTMENT

Growth Management

SUMMARY

Owner and Developer, SK Hammock Oaks LLC, has completed the construction of infrastructure to serve Hammock Oaks Phase 2D. The Developer is connected to Town water, sewer, and reuse facilities. The applicant has prepared the necessary documents for conveyance of sewer, water, and reuse infrastructure to the Town of Lady Lake for improvements across their property.

A cost estimate of the constructed utilities has been provided by the developers engineer, and a two-year bond in the amount of \$119,343.63 (or ten percent of the estimated construction costs) will be issued to Town of Lady Lake as beneficiary. The Town Attorney, Public Works Director, and Finance Director have reviewed the item and given their consent to approve.

PAST ACTIONS

All inspections by the Fire Inspector and Public Works staff have been conducted and the infrastructure has been found acceptable to be conveyed to the Town at this time.

STAFF RECOMMENDATION

Growth Management staff recommend approval of the Acceptance and Conveyance of Sewer, Water, and Reuse Infrastructure constructed within Hammock Oaks Phase 2D, as recorded in Plat Book 85, Page 77, of the Public Records of Lake County, Florida, from SK Hammock Oaks LLC to the Town of Lady Lake, Florida.

FISCAL IMPACT

\$1,193,436.30 (Value of Infrastructure Conveyed)

FUNDING SOURCE

Not applicable

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that SK Hammock Oaks LLC a Foreign Limited Liability Company, hereinafter the "Grantor", for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) lawful money of the United States, to it paid by TOWN OF LADY LAKE, a political subdivision of the State of Florida, hereinafter the "Grantee", the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered and by these presents does grant, bargain, sell, transfer and deliver unto the Grantee, its successors and assigns, the following described tangible utility components constructed and installed by Grantor, and inspected by the TOWN OF LADY LAKE.

PROJECT NAME: Hammock Oaks Phase 2D

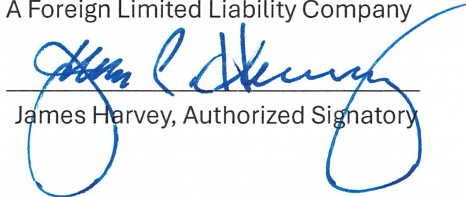
DESCRIPTION OF COMPONENTS TO BE CONVEYED:

Utility components conveyed hereunder are described on "Exhibit A," (collectively, the 'UTILITY COMPONENTS')."

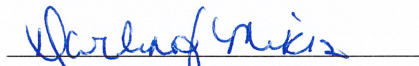
TO HAVE AN TO HOLD the same unto the Grantor, its successors and assigns forever.

And it does, for itself, its successors and assigns, covenant to and with the Grantee, its successors and assigns, that it is the lawful owner of the said personal property; that they are free from all encumbrances; that it has good right to sell the same aforesaid, and that it will warrant and defend the sale of said property, unto the Grantee, its successors and assigns, against the lawful claims and demand of all persons whomsoever.


SK Hammock Oaks LLC
A Foreign Limited Liability Company


James Harvey, Authorized Signatory

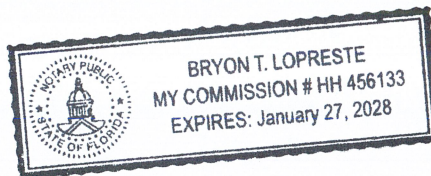
Witness:

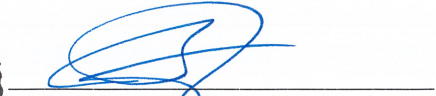

Print Name: Dartene J. Miklos

Witness:


Print Name: Bryon T. LoPreste

The foregoing instrument was acknowledged before me physical presence or online notarization this 30th day of October, 2025, by James P. Harvey, as Authorized Signatory of SK Hammock Oaks, a Delaware limited liability company, who is personally known to me or who has produced _____ as identification.




Printed Name: Bryon T. LoPreste
NOTARY PUBLIC - STATE OF FLORIDA
Commission Number: HH456133
My Commission Expires: 012728

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
	SEWER				
1480	8" Sanitary Sewer (6'-8')	40.00	LF	\$ 42.95	\$ 1,718.00
1490	8" Sanitary Sewer (8'-10')	553.00	LF	\$ 47.35	\$ 26,184.55
1500	8" Sanitary Sewer (10'-12')	2,175.00	LF	\$ 53.45	\$ 116,253.75
1510	8" Sanitary Sewer (12'-14')	1,275.00	LF	\$ 62.70	\$ 79,942.50
1520	8" Sanitary Sewer (14'-16')	225.00	LF	\$ 88.50	\$ 19,912.50
1530	8" Sanitary Sewer (16'-18')	100.00	LF	\$ 94.75	\$ 9,475.00
1580	Sanitary Manhole (6'-8')	1.00	EA	\$ 7,635.00	\$ 7,635.00
1590	Sanitary Manhole (8'-10')	4.00	EA	\$ 8,785.00	\$ 35,140.00
1600	Sanitary Manhole (10'-12')	16.00	EA	\$ 9,970.00	\$ 159,520.00
1610	Sanitary Manhole (12'-14')	9.00	EA	\$ 11,595.00	\$ 104,355.00
1615	Sanitary Manhole (14'-16')	1.00	EA	\$ 13,205.00	\$ 13,205.00
1620	Sanitary Manhole (16'-18')	1.00	EA	\$ 15,755.00	\$ 15,755.00
1640	Single Service	18.00	EA	\$ 1,235.00	\$ 22,230.00
1650	Double Service	51.00	EA	\$ 1,605.00	\$ 81,855.00
1670	TOTAL SEWER				\$ 693,181.30
	WATERMAIN				
1700	8" PVC Watermain	4,520.00	LF	\$ 44.60	\$ 201,592.00
1710	8" Gate Valve	10.00	EA	\$ 2,540.00	\$ 25,400.00
1720	Fittings	1.00	LS	\$ 19,615.00	\$ 19,615.00
1730	Single Service	22.00	EA	\$ 1,845.00	\$ 40,590.00
1730	Single Service Meter Deduct	-22.00	EA	\$ 288.90	\$ (6,355.80)
1740	Double Service	54.00	EA	\$ 3,175.00	\$ 171,450.00
1740	Double Service Meter Deduct	-54.00	EA	\$ 577.80	\$ (31,201.20)
1750	Blow Off Assembly	4.00	EA	\$ 2,095.00	\$ 8,380.00
1760	Fire Hydrant Assembly	9.00	EA	\$ 7,865.00	\$ 70,785.00
1780	TOTAL WATERMAIN				\$ 500,255.00
	GRAND TOTAL HAMMOCK OAKS PH2D				\$ 1,193,436.30

October 30, 2025

C.T. Eagle
Director of Public Works
Town of Lady Lake
136 Skyline Drive
Lady Lake, FL 32159

RE: **Hammock Oaks Phase 2D**
Lady Lake, Florida

Dear C.T.:

This letter is to serve as the Engineer's Certification, certifying that the improvements for the above referenced project have been installed and are substantially in compliance with approved plans and specifications based upon a visual inspection including review of sewer videos, witnessing of utility testing, and review of provided testing reports associated with the project. The testing performed is found to be in accordance with applicable standards.

Should you have any questions, please feel free to contact me at tony.caggiano@nv5.com or (864) 650-5115.

Sincerely,
NV5, Inc.



Anthony V. Caggiano, Jr., P.E.
Vice President Infrastructure Florida

November 5, 2025

C.T. Eagle
Director of Public Works
Town of Lady Lake
136 Skyline Drive
Lady Lake, FL 32159

RE: Hammock Oaks Phase 2D
Engineer's Certification

Dear C.T.:

This letter shall serve as the Engineer's Certification of Costs for the above referenced project.

I hereby certify that the cost of construction applicable to the Maintenance Bond is as follows:

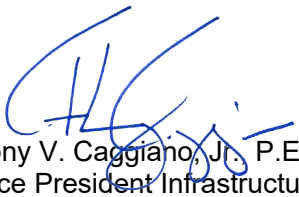
Public Improvements	\$1,193,436.30
Total	\$1,193,436.30

The Maintenance Bond value per Town of Lady Lake ULDC Section 3-11.(4) requirements is as follows:

Maintenance Bond Value
 $10\% \times \$1,193,436.30 = \mathbf{\$119,343.63}$

If you or staff should have any questions or concerns, please do not hesitate to contact me.

Sincerely,
NV5, Inc.



Anthony V. Caggiano, Jr. P.E.
Sr. Vice President Infrastructure Florida

N:\2022\22-0090\Departments\05_Construction\Permit Closeout\Phase 2\Phase 2D\TOLL\Maintenance Bond\LTR 251105 Hammock Oaks Phase 2D- Engineer's Certification for Maintenance Bond_REV.docx

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we SK Hammock Oaks LLC, located at 14025 Riveredge Drive Suite 175, Tampa, FL 33444, as Principal, and _____, authorized to do business in the State of Florida, as Surety, are held and firmly bound unto the Town of Lady Lake (Town) as Obligee, in the penal sum of One Hundred Nineteen Thousand Three Hundred Forty-Three and 63/100 (\$119,343.63) DOLLARS, lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents;

WHEREAS, SK Hammock Oaks LLC has agreed to construct in Hammock Oaks Phases 2D the following improvements: Roadways, infrastructure, and offsite improvements as approved by the Obligee (“the Improvements”); and

WHEREAS, SK Hammock Oaks LLC is required to furnish a good and sufficient bond, conditioned to the proper installation of the Improvements.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that Principal, its successors, legal representatives or assigns, shall promptly and faithfully protect Town against such defects and correct any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years commencing on December 15, 2025, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

At the conclusion of the two-year (2-year) maintenance period the Principal, in accordance with the Land Development Regulations, may petition the Town to release the surety. The Town will inspect the public improvements and issue a determination of any public improvements covered by the surety that are in need of repair. Upon verification that all repairs have been made, The Town will release the surety.

The Town shall notify Principal in writing of: (1) any defect for which the Principal is responsible and (2) any item that is not properly maintained and shall specify in the notice a reasonable period of time within which Principal may correct the defect or defects.

The Surety unconditionally covenants and agrees that if the Principal fails to perform within the time specified, the Surety, upon written notice from the Town of the default, will

forthwith correct such defect or defects, perform the required maintenance, and pay all reasonable Town costs related project completion

The Principal and Surety further jointly and severally agree that the Town, at its option, shall have the right (1) to correct said defects and (2) to perform the required maintenance in case the Principal shall fail or refuse to do so, and in the event the Town should exercise and give effect to such right, the Principal and the Surety shall be jointly and severally obligated hereunder to reimburse the Town for damages either direct or consequential, which may be sustained on account of the failure.

The Parties expressly agree that any action on this Bond shall be brought in a court of competent jurisdiction in and for Lake County, Florida.

Signed, sealed and delivered in the presence of:

PRINCIPAL:

SK Hammock Oaks LLC

Witness as to Principal

By: _____
(Authorized Signature)

Witness as to Principal

(Printed Name)

(Title)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 20____, by _____ as _____ (Title), on behalf of the Principal identified herein, and who is personally known to me or who has produced _____ (Type of Identification) as identification.

NOTARY: _____
Print Name: _____
Commission Number: _____
My Commission Expires: _____

SURETY:

FCCI Insurance Company

Witness as to Surety

By: _____
(Authorized Signature)

Printed _____ Name: _____

Witness as to Surety

Title: _____

Date: _____



TOWN COMMISSION MEETING AGENDA ITEM TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Growth Management — Consideration of the request for refund of overpaid reuse impact fee credits to SK Hammock Oaks, LLC, the developer of Hammock Oaks, The Reserve at Hammock Oaks, and The Highlands at Hammock Oaks Planned Unit Development (PUD) subdivisions. (Thad Carroll)

AGENDA ITEM ID

2025-874

DEPARTMENT

Growth Management

SUMMARY

On Monday, June 17, 2024, Owner and Developer, SK Hammock Oaks LLC, entered a Water, Sanitary Sewer, and Reuse Utility Agreement with the Town of Lady Lake to encumber utility reservations for the Hammock Oaks Subdivision. Subsequently, on Monday, November 4, 2024, the agreement was amended to include reservation for the phases of the Reserve at Hammock Oaks Subdivision as well.

The Developer has made payment to the Town of Lady Lake for Reuse Equivalent Residential Units (ERUs) to provide irrigation of the subdivision's common areas. To date, payment in the amount of two hundred forty thousand four hundred sixty-four dollars (\$240,464) has been made for these reservations. Sufficient capacity has been reserved for 433,468 gallons; or 1,582 Reuse ERUs.

The developer has stated that due to an error in the formula used to calculate the square footage of the common areas in the development, the amount of ERUs purchased by the Developer exceeds the amount needed in order to irrigate the common areas of the development. The Developer contends that the amount of ERUs purchased exceeds the amount needed for irrigation by a total of 393,738 gallons; or 1,437 Reuse ERUs.

At this time, the Developer is requesting a refund from the Town in the amount of two hundred eighteen thousand four hundred twenty-four dollars (\$218,424) for the overpayment of the reuse ERUs.

PAST ACTIONS

The Town Commission approved the Water, Sanitary Sewer, and Reuse Utility Agreement on June 17, 2024.

The Town Commission approved the First Amendment of the Water, Sanitary Sewer, and Reuse Utility Agreement on November 4, 2024.

STAFF RECOMMENDATION

Staff recommends approval of the request for refund of overpaid reuse impact fee credits SK Hammock Oaks, LLC, the developer of Hammock Oaks, The Reserve at Hammock Oaks, and The Highlands at Hammock Oaks Planned Unit Development (PUD) subdivisions.

FISCAL IMPACT

\$218,424

FUNDING SOURCE

Impact Fees

December 9, 2025

C.T. Eagle, Sr., Director of Public Works
Town of Lady Lake
136 Skyline Drive
Lady Lake, FL 32159

Derek Schroth, Esq., Town Attorney
Town of Lady Lake
c/o Bowen & Schroth PA
600 Jennings Ave
Eustis, FL 32726-6147

RE: Request for refund of overpaid reuse impact fee credits

Dear Messrs. Eagle & Schroth:

Holtzman Vogel represents SK Hammock Oaks, LLC (“Developer”), the developer of Hammock Oaks, a planned unit development (“PUD”), The Reserve at Hammock Oaks PUD, and The Highlands at Hammock Oaks PUD (“Development”), all located in the Town of Lady Lake (“Town”), Lake County, Florida.

The Town and Developer entered into a series of Utility Agreements to, in part, provide reuse water for irrigation of common areas in the Development.¹ The Utility Agreements were executed subsequent to the Town approving land use and zoning entitlements for the Development.² Through the Utility Agreements, Developer paid to Town impact fees for utilities, reserving such utilities on a per unit basis measured in Equivalent Residential Units (“ERUs”).

¹ The full reference to the agreements is the Water, Sanitary Sewer, & Reuse Utility Agreement dated June 17, 2024, and recorded on July 15, 2024, in Official Records Book 6365, Page 1305 in the Public Records of Lake County, Florida, as modified and amended by that certain First Amendment to Water, Sanitary Sewer, & Reuse Utility Agreement dated November 4, 2024, and recorded on November 12, 2024, in Official Records Book 6428, Page 219 in the Public Records of Lake County, Florida (collectively, “Utility Agreements”).

² The Town approved an application for rezoning of the Property to PUD by adoption of Ordinance 2022-15 on October 17, 2022, Ordinance 2022-13 on November 21, 2022, and Ordinance 2024-08 on July 1, 2024, subject to certain terms and conditions.

HV'

To date, Developer has paid to the Town for Reuse ERUs (for irrigation of common areas) a total of two hundred forty thousand four hundred sixty-four dollars (\$240,464) and the Town has reserved sufficient capacity for 1,582 Reuse ERUs.³ However, due to an error in the formula used by the Developer to calculate the common areas square footage in the Development, the Reuse ERUs purchased by Developer exceeds the actual need for the Development's common area irrigation by a total of 1,437 Reuse ERUs. Accordingly, the Developer is requesting a refund of the overpayment in the amount of two hundred eighteen thousand four hundred twenty-four dollars (\$218,424).⁴

Thank you for your kind attention to this matter.

Sincerely,

/s/ PATRICE BOYES

Patrice Boyes, Esq.

cc: Valerie Chartier-Hogancamp, Holtzman Vogel
Greg Meath, SK Hammock Oaks
Michael Stephens, SK Hammock Oaks
Stephanie Vaughn, SK Hammock Oaks
Thad Carroll, Town of Lady Lake, Growth Management Director

³ Note that this total does not include any reuse ERUs purchased for use by residential homes, which have been calculated separately and are not at issue in this request.

⁴ The Town's reuse impact fees are one hundred and fifty-two dollars (\$152.00) per ERU.

WATER, SANITARY SEWER, & REUSE
UTILITY AGREEMENT
LADY LAKE, FLORIDA

THIS UTILITY AGREEMENT made this 17th day of June 2024 by and between the Town of Lady Lake, a Florida Municipality (hereinafter referred to as "Utility"), and SK HAMMOCK OAKS, LLC, a Delaware Limited Liability Company, its heirs, successors and assigns (hereinafter referred to as the "Developer").

WITNESSETH

WHEREAS, Developer is the fee simple owner of approximately 1 5 7 +/- acres of real property situated in Lake County, Florida, described with particularity in Exhibit "A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereinafter be developed and improved into a development consisting of 315 Single Family Lots (Phases H1A, H1B, and H1C of the Hammock Oaks PD), requiring central water and sewer services (hereinafter referred to as the "Development"), and will be developed in three (3) sub-phases over a three-year period.

WHEREAS, Utility is the owner and operator of water production and distribution facilities ("water facilities"), sanitary sewer collection and treatment facilities ("sewer facilities"); and reuse production and distribution facilities; and

WHEREAS, Developer has requested connection to said Water, Sewer, and Reuse Facilities and that the Utility allocate and reserve sufficient capacity in these facilities to serve and sustain the operation of the Development; and

WHEREAS, the Developer has agreed to construct certain water distribution, sanitary sewer collection, and reuse distribution, facilities at its expense that will benefit Development; and,

WHEREAS, Utility has agreed to make its water service, sanitary sewer service, and reuse service, available to the Development by means of connection to and use of the Water, Sewer, and Reuse Facilities on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing which is incorporated herein and in consideration of the work to be done by the Developer and the sums to be paid by Developer for the work related thereto and as described hereafter, Developer and Utility agree as follows:

**TOWN OF LADY LAKE
409 FENNELL BOULEVARD
LADY LAKE FL 32159**



1. **EXCLUSIVE SERVICE TO THE PROPERTY.** Developer hereby agrees and covenants that the Development shall be served exclusively by Utility's Water, Sewer, and Reuse Facilities. Developer further agrees that this agreement shall be a covenant binding upon and running with title to the Property. Utility hereby agrees to make water, sewer, and reuse services available to the Development hereafter constructed on the Property for the rates and under the conditions set forth in this Agreement. Utility agrees that such services shall be made available through Utility's existing Water, Sewer, and Reuse Facilities, and through the onsite facilities to be constructed by Developer; provided, however, that Utility is not prevented by law or governmental regulation from providing such water, sewer, and reuse service for any reason. Utility agrees that it will have sufficient capacity in the amount of 78,750 gallons per day ("gpd") or three hundred fifteen (315) Equivalent Residential Units (ERUs) in its Water Facilities, the amount of 78,750 gpd or three hundred fifteen (315) Equivalent Residential Units (ERUs) in its Sewer Facilities, and the amount of 221,940 gallons per day or eight hundred ten (810) Equivalent Residential Units (ERUs) in its Reuse Facilities to serve the Development. Utility agrees that the water, sewer, and reuse services to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over Utility; provided, however, that Utility shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by defect in the construction of the facilities to be constructed by Developer; and further, the acceptance of any such facilities by Utility shall not be an admission of, or acceptance of such responsibility. Utility hereby agrees to provide water, sewer, and reuse services to the Development after Developer has made a written request for such service to Utility, but not before the Onsite Facilities on the Property described in Paragraph 3 hereof are completed in accordance with this Agreement. Additionally, Utility reserves the right to do site inspections and audits of said Water Facilities, Sewer Facilities, and Reuse Facilities, at any given time without due notice to the Developer to determine if water, sewer, and reuse ERU allocations are correct. Based on the results of these audits and site inspections, Utility reserves the right to adjust the amount of ERU allocations and assess applicable fees accordingly. The availability of capacity is not guaranteed and is only reserved after payment of the impact fee reserving capacity.
2. **PAYMENT BY DEVELOPER OF LADY LAKE SANITARY SEWER, WATER, AND REUSE IMPACT FEES.** Developer shall be responsible for payment of the Utility's water, sanitary sewer, and reuse impact fees for the water, sanitary sewer, and reuse volumes reserved under this agreement. Utility's water impact fees are One Thousand Four Hundred Thirty-Five Dollars and no cents (\$1,435.00) per equivalent residential unit (ERU). Utility's sanitary sewer impact fees are Three Thousand Three Hundred Twenty-Two Dollars and no cents (\$3,322.00) per equivalent residential unit (ERU). Utility's reuse impact fees are One Hundred-Fifty-two dollars and no cents (\$152.00) per equivalent residential unit (ERU). Residential units are charged based on the formula outlined in the Land Development Regulation of the Town of Lady Lake, as amended from time to time. Payment of said fees shall be made within 10 days after this Agreement is fully executed. Capacities for remaining Phases are not vested until Developer has made payment in full for each Phase.

At the signing of this Agreement, Developer agrees to pay the Town the amounts due to reserve ERUs for the Phase 1 Final Plats (H1A, H1B, & H1C) which were approved on February 21, 2024, totaling 1,440 ERUs (Phases H1A, H1B, and H1C, as seen in the breakdown calculations per phase in Exhibit "B"). The payment for the one thousand four hundred forty (1,440) ERUs will be provided within 10 days of the full execution of the Development Utility Agreement, in the lump sum amount of One Million, Six Hundred Twenty-One Thousand Five Hundred Seventy-Five Dollars and no cents (\$1,621,575.00) for the capacity reservation for water, sewer, and reuse.

The breakdown of ERU Calculations for the remaining Payments for each Phase of the Hammock Oaks and Reserve developments can be found in Exhibit "B." This agreement reflects fees assigned based on capacity reserved as per the current rates. Any future capacity reservation will be calculated based on the current fees at that time.

3. **CONSTRUCTION OF IMPROVEMENTS.** In order to provide water, sewer, and reuse services to the Development, certain Onsite Improvements will need to be constructed.

- a. **ONSITE IMPROVEMENTS:** When the Property is developed, Developer shall construct and install therein, at its own cost and expense, all necessary Onsite Improvements, as agreed to by Utility and Developer, to allow the Development to be connected to the lines of Utility, and including specifically, all lines, mains, valves, hydrants, lift stations and other such facilities including service connections necessary to serve the Development.

Developer agrees that the construction and installation of such Onsite Improvements shall be subject to the following:

- i. The Onsite Improvements shall be constructed and installed by Developer only after the approval of the Plans and Specifications by Utility.
- ii. The Plans and Specifications shall be in accordance with the requirements of Utility's standard engineering practices and all applicable regulatory authorities.
- iii. Developer shall obtain approvals thereof from all required governmental agencies prior to commencement of construction.
- iv. Upon approval of the Plans and Specifications by Utility, as provided herein, the Onsite Improvements shall be constructed strictly in accordance with such Plans and Specifications.
- v. Utility shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utility shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- vi. Should the Utility not inspect said construction within two (2) days from the date the inspection is requested, Developer shall have the right to continue with the construction of the Onsite Improvements.
- vii. Utility and Developer can also mutually agree to allow Developer to retain a Town approved third party reviewer, who will inspect all utility improvements and provide regular reports to the Town.

Developer also agrees as part of the Onsite Improvements to provide Utility with:

- i. The Developer's Engineer of Record will provide Utility a breakdown of the Onsite Improvements for those items that will be Conveyed to the Town at the time the Development Order is issued per said Phase.
- ii. Developer is prepared to provide Utility with a performance bond in the amount of One Hundred Ten (110) percent of the construction of the initial improvements per the submitted Onsite Cost for each Phase, or at such time when the Town agrees to accept the dedication of any public improvements for a Phase.
- iii. Prior to the Town accepting the dedication of any public improvements for a Phase, the Developer will submit a request to conduct a "Walk-Through" of the Phase to ensure that all improvements comply with the approved development plans, and that any items noted during "Walk-Through" are repaired and re-inspected prior to acceptance by Town.
- iv. The Developer shall execute and deliver a maintenance bond for a period of two years from the date of acceptance, and said maintenance bond must be in the amount of ten (10) percent of the construction of the improvements per the submitted Onsite Cost for each Phase.

4. **RATES AND CHARGES.** The rates to be charged by Utility for water, sewer and reuse service to the Development hereafter built on the Property or any Future Development(s) shall be those rates and charges made by Utility to its customers which are from time to time approved by the Town Commission of the Town of Lady Lake or by any other governmental regulatory body having jurisdiction over such matters. Utility reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utility to such customer; provided, the failure of an active customer to pay sums due Utility shall not affect Developer's rights under this Agreement. Moreover, the service to the Development and Future Development (s) shall be subject to such other regulations from time to time lawfully imposed on Utility with respect to the operations of its Utility system, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utility's Property and rate changes shall be exclusively within the discretion and control of Utility.

5. **WATER & REUSE METERS.** It is hereby agreed by the parties hereto that a water/reuse meter and or water/reuse meters shall be purchased and installed by Developer or Builder as Utility shall deem to be necessary to serve the Development and Future Development(s). Utility shall have the right to designate the number, type, quality and size of said meter or meters. All water/reuse meters so installed shall become the property of Utility.

6. **PLATS.** Any plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated rights-of-way and utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof, with the water and sewer service to be provided hereunder.

10. OTHER ESSENTIAL TERMS.


- a. Time is hereby made of essence of this Agreement in all respects.
- b. This Agreement constitutes the entire Agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.
- c. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall run with the land.
- d. Developer shall name Utility as co-insured on any insurance policy concerning coverage for the property while construction of the onsite improvements is taking place.
- e. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Lake County, Florida. Developer shall indemnify protect and hold harmless the Utility from any and all claims, causes, actions, judgments, costs, attorney's fees, expenses and losses of every kind and character, whether direct or indirect, of any manner, or in any way whatsoever arising on account of any action, claim or demand due to the incident and matters associated with the construction of the onsite improvements, including but not limited to
 - i. All claims for enforcement of liens; subrogation; and/or contribution to include but not to be limited to any and all mechanic's and contractor's liens associated with the construction of the onsite improvements;
 - ii. Any and all bills from any source associated with the construction of the onsite improvements;
 - iii. Any and all claims under any federal, state or local act or ordinance associated with the construction of the onsite improvements;
 - iv. Any and all claims for reimbursement; subrogation; and/or contribution associated with the construction of the onsite improvements;
 - v. Any and all claims for reimbursement, and/or subrogation of liens asserted by any insurance company or any party, that provides insurance coverage or benefits of any nature associated with the construction of the onsite improvements;
 - vi. Any and all claims, liens, reimbursement or subrogation under any contract or agreement with any group, organization, partnership or corporation associated with the construction of the onsite improvements;
 - vii. All actions, claims or demands whatsoever of any type or nature which may hereafter be brought or asserted against one another on account of and/or allegedly associated with the construction of the onsite improvements;
- f. This Agreement shall be effective upon proper execution by both parties hereto.
- g. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

- h. Developer shall pay the Town as required under paragraph 2 of this Agreement within 10 days after this Agreement is fully executed. Should Developer not obtain a site development permit to initiate construction of the Developer's project noted above within 180 days of the date this Utility Agreement is approved by Commission, the capacity herein reserved will be forfeited. Developer understands that capacity may not be available to the Developer should no site development permits be obtained within 180 days after this Utility Agreement is approved.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

Attest:

TOWN OF LADY LAKE

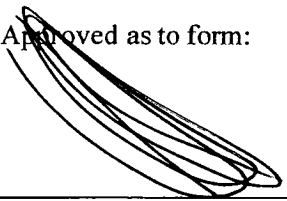


 Nancy Wilson, Town Clerk

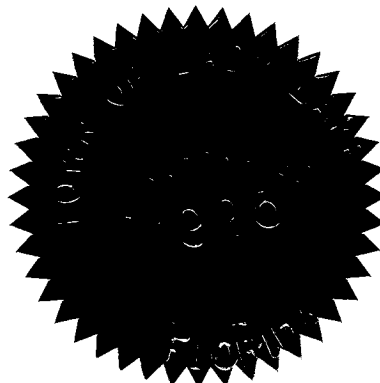


 Ed Freeman, Mayor

Approved as to form:



 Derek A. Schroth, Esquire Town Attorney



SK HAMMOCK OAKS LLC

[Handwritten Signature]

JAMES P. HARVEY

Print Name

[Handwritten Signature]

Witness Signature

Andrew Hill

Print Name

Date: 6/7/24

[Handwritten Signature]

Witness Signature

Jared Lybbert

Print Name

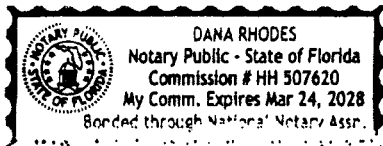
Date: 6.7.24

STATE OF FLORIDA

COUNTY OF Hillsborough

This foregoing instrument was acknowledged before me this 7th day of June, 2024 by James P. Harvey on behalf of the company, SK Hammock Oaks LLC., who is personally known to me or has produced _____ as identification.

(SEAL)



[Handwritten Signature]

Notary Signature

EXHIBIT "A"
LEGAL DESCRIPTION
PHASE 1A

A PARCEL OF LAND SITUATED IN SECTION 19, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 19, THENCE SOUTH 0°24'16" EAST, ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 61.00 FEET; THENCE DEPARTING THE WEST LINE OF SAID SECTION 19, SOUTH 89°51'07" EAST, A DISTANCE OF 25.00 FEET TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF COUNTY ROAD 466 (HAVING A RIGHT OF WAY WIDTH THAT VARIES) WITH THE EAST RIGHT OF WAY LINE OF CHERRY LAKE ROAD (ALSO KNOWN AS COUNTY ROAD NO. 100 AND HAVING A RIGHT OF WAY WIDTH THAT VARIES) AND TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 89°51'07" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1348.74 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTH 0°04'50" EAST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION, A DISTANCE OF 597.41 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 19; THENCE DEPARTING THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION, SOUTH 89°51'37" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 1370.60 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 19; THENCE SOUTH 0°18'10" WEST, ALONG THE EAST LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 657.22 FEET TO THE SOUTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 19; THENCE SOUTH 0°26'29" WEST, A DISTANCE OF 79.83 FEET; THENCE NORTH 89°33'31" WEST, A DISTANCE OF 1036.47 FEET; THENCE SOUTH 0°26'29" WEST, A DISTANCE OF 132.77 FEET; THENCE NORTH 89°51'14" WEST, A DISTANCE OF 8.79 FEET; THENCE SOUTH 0°08'46" WEST, A DISTANCE OF 170.00 FEET; THENCE SOUTH 89°51'14" EAST, A DISTANCE OF 39.21 FEET; THENCE SOUTH 0°08'46" WEST, A DISTANCE OF 294.57 FEET; THENCE SOUTH 87°49'45" EAST, A DISTANCE OF 446.08 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 255.01 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 76°45'58" EAST, 135.48 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°48'35", AN ARC LENGTH OF 137.13 FEET TO THE END OF SAID CURVE; THENCE NORTH 61°21'40" EAST, A DISTANCE OF 20.16 FEET; THENCE SOUTH 28°38'20" EAST, A DISTANCE OF 120.00 FEET; THENCE NORTH 61°21'40" EAST, A DISTANCE OF 79.30 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 335.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 66°42'29" EAST, 62.43 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°41'37", AN ARC LENGTH OF 62.52 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 32°05'28" EAST, 32.12 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 79°55'38", AN ARC LENGTH OF 34.87 FEET TO THE END OF SAID CURVE; THENCE NORTH 7°52'21" WEST, A DISTANCE OF 17.94 FEET; THENCE NORTH 82°07'39" EAST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 48°59'21" EAST, 32.88 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 82°14'01", AN ARC LENGTH OF 35.88 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 345.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 81°57'41" EAST, 97.76 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°17'22", AN ARC LENGTH OF 98.09 FEET TO THE END OF SAID CURVE; THENCE SOUTH 73°49'00" EAST, A DISTANCE OF 71.54 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 68.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 69°05'07" EAST, 11.22 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID

EXHIBIT "A"**(cont.)****PHASE 1A**

CURVE, THROUGH A CENTRAL ANGLE OF 9°27'44", AN ARC LENGTH OF 11.23 FEET TO THE END OF SAID CURVE; THENCE SOUTH 64°21'15" EAST, A DISTANCE OF 28.51 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1125.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 67°10'10" EAST, 110.51 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 5°37'49", AN ARC LENGTH OF 110.55 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 628.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 68°39'16" EAST, 29.15 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°39'36", AN ARC LENGTH OF 29.16 FEET TO THE END OF SAID CURVE; THENCE NORTH 22°40'32" EAST, A DISTANCE OF 130.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 758.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 49°10'03" EAST, 472.42 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°18'51", AN ARC LENGTH OF 480.42 FEET; THENCE SOUTH 31°00'37" EAST, A DISTANCE OF 662.48 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 770.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 45°47'39" EAST, 19.86 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 1°28'39", AN ARC LENGTH OF 19.86 FEET TO THE END OF SAID CURVE; THENCE NORTH 45°03'20" EAST, A DISTANCE OF 115.07 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 7°01'21" EAST, 30.81 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 76°03'57", AN ARC LENGTH OF 33.19 FEET TO THE END OF SAID CURVE; THENCE NORTH 31°00'37" WEST, A DISTANCE OF 26.30 FEET; THENCE NORTH 58°59'23" EAST, A DISTANCE OF 56.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 82°58'39" EAST, 39.38 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 103°56'03", AN ARC LENGTH OF 45.35 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 531.05 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 50°27'58" EAST, 106.63 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°31'26", AN ARC LENGTH OF 106.81 FEET TO THE END OF SAID CURVE; THENCE NORTH 56°14'01" EAST, A DISTANCE OF 119.87 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 12°36'42" EAST, 34.49 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 87°14'38", AN ARC LENGTH OF 38.07 FEET TO THE END OF SAID CURVE; THENCE NORTH 58°04'22" EAST, A DISTANCE OF 56.01 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 73°42'41" EAST, 33.71 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°46'46", AN ARC LENGTH OF 36.99 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 430.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 76°59'09" EAST, 194.73 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°10'25", AN ARC LENGTH OF 196.43 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°55'39" EAST, A DISTANCE OF 442.29 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 45°13'41" EAST, 35.26 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°41'20", AN ARC LENGTH OF 39.13 FEET TO THE END OF SAID CURVE; THENCE NORTH 89°47'34" EAST, A DISTANCE OF 56.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 45°07'43" EAST, 35.67 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 91°01'28", AN ARC LENGTH OF 39.72 FEET TO THE END OF SAID CURVE; THENCE NORTH 88°52'03" EAST,

EXHIBIT "A"**(cont.)****PHASE 1A**

A DISTANCE OF 18.32 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 31.94 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 74°16'36" EAST, 16.84 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°33'57", AN ARC LENGTH OF 17.04 FEET TO THE END OF SAID CURVE; THENCE NORTH 58°59'37" EAST, A DISTANCE OF 31.52 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 68.06 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 74°28'33" EAST, 36.34 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°57'52", AN ARC LENGTH OF 36.78 FEET TO THE END OF SAID CURVE; THENCE NORTH 89°57'29" EAST, A DISTANCE OF 8.21 FEET; THENCE NORTH 0°23'02" EAST, A DISTANCE OF 421.79 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/2 OF SAID SECTION 19; THENCE SOUTH 89°54'16" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/2 OF SAID SECTION 19, A DISTANCE OF 400.35 FEET TO THE WEST RIGHT OF WAY LINE OF ROLLING ACRES ROAD (HAVING A RIGHT OF WAY WIDTH THAT VARIES); THENCE DEPARTING THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/2 OF SAID SECTION 19, SOUTH 0°18'07" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 657.70 FEET TO THE SOUTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 19; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, NORTH 89°54'16" WEST, ALONG THE SOUTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 1137.85 FEET; THENCE DEPARTING THE SOUTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 19, NORTH 20°28'45" WEST, A DISTANCE OF 129.26 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 370.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 62°52'38" WEST, 85.61 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°17'14", AN ARC LENGTH OF 85.81 FEET TO THE END OF SAID CURVE; THENCE SOUTH 56°14'01" WEST, A DISTANCE OF 165.10 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 470.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 50°38'40" WEST, 91.55 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°10'41", AN ARC LENGTH OF 91.69 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 45°03'20" WEST, A DISTANCE OF 32.33 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 8°04'30" WEST, 30.08 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 73°57'41", AN ARC LENGTH OF 32.27 FEET TO THE END OF SAID CURVE; THENCE SOUTH 28°54'21" EAST, A DISTANCE OF 30.47 FEET; THENCE SOUTH 61°05'39" WEST, A DISTANCE OF 56.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 81°55'30" WEST, 39.94 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 106°02'19", AN ARC LENGTH OF 46.27 FEET; THENCE SOUTH 45°03'20" WEST, A DISTANCE OF 85.08 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 830.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 52°33'26" WEST, 216.72 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°00'12", AN ARC LENGTH OF 217.34 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 19°59'23" WEST, 32.19 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 80°08'18", AN ARC LENGTH OF 34.97 FEET TO THE END OF SAID CURVE; THENCE SOUTH 18°35'52" EAST, A DISTANCE OF 16.96 FEET; THENCE SOUTH 72°53'02" WEST, A DISTANCE OF 56.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 66°26'18" WEST, 37.92 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 98°38'39", AN ARC LENGTH OF 43.04 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE

EXHIBIT "A"

(cont.)

PHASE 1A

NORTHWESTERLY, HAVING A RADIUS OF 830.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 67°45'24" WEST, 101.83 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°02'02", AN ARC LENGTH OF 101.90 FEET TO THE END OF SAID CURVE; THENCE SOUTH 17°10'11" EAST, A DISTANCE OF 20.01 FEET; THENCE SOUTH 7°39'41" EAST, A DISTANCE OF 37.02 FEET; THENCE SOUTH 0°10'55" WEST, A DISTANCE OF 137.65 FEET; THENCE SOUTH 89°43'32" EAST, A DISTANCE OF 8.72 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE SOUTH 0°18'36" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 21.30 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE NORTH 89°50'49" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19 AND THE WESTERLY PROJECTION THEREOF, A DISTANCE OF 681.40 FEET; THENCE NORTH 0°15'56" EAST, A DISTANCE OF 19.28 FEET; THENCE NORTH 89°44'04" WEST, A DISTANCE OF 130.00 FEET; THENCE NORTH 0°17'17" EAST, A DISTANCE OF 116.90 FEET; THENCE NORTH 89°44'04" WEST, A DISTANCE OF 60.05 FEET; THENCE SOUTH 0°15'56" WEST, A DISTANCE OF 305.16 FEET; THENCE NORTH 89°44'04" WEST, A DISTANCE OF 130.00 FEET; THENCE SOUTH 0°15'56" WEST, A DISTANCE OF 309.68 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 640.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 6°25'49" WEST, 137.46 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°19'47", AN ARC LENGTH OF 137.72 FEET TO THE END OF SAID CURVE; THENCE NORTH 85°37'27" WEST, A DISTANCE OF 208.65 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 352.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 7°12'56" EAST, 66.84 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°53'44", AN ARC LENGTH OF 66.94 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 795.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 10°43'26" WEST, 343.92 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°59'01", AN ARC LENGTH OF 346.66 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 68.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 14°23'07" WEST, 20.88 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°39'40", AN ARC LENGTH OF 20.96 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 36.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 40°20'17" WEST, 41.07 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 69°34'00", AN ARC LENGTH OF 43.71 FEET TO THE END OF SAID CURVE; THENCE NORTH 75°07'17" WEST, A DISTANCE OF 107.54 FEET; THENCE NORTH 80°50'18" WEST, A DISTANCE OF 344.74 FEET; THENCE NORTH 0°00'00" EAST, A DISTANCE OF 323.42 FEET; THENCE NORTH 10°58'36" WEST, A DISTANCE OF 44.11 FEET; THENCE NORTH 10°19'52" EAST, A DISTANCE OF 89.15 FEET; THENCE NORTH 34°40'08" WEST, A DISTANCE OF 401.95 FEET; THENCE SOUTH 56°23'30" WEST, A DISTANCE OF 76.66 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 61.85 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 68°16'11" WEST, 25.46 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°45'20", AN ARC LENGTH OF 25.64 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 180.62 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 64°20'41" WEST, 55.07 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°32'12", AN ARC LENGTH OF 55.28 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 113.60 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 58°36'58" WEST, 57.93 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°32'44", AN ARC LENGTH OF 58.58 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 78.44 FEET AND BEING SUBTENDED BY A CHORD HAVING A

EXHIBIT "A"**(cont.)****PHASE 1A**

BEARING AND DISTANCE OF SOUTH 63°20'22" WEST, 45.22 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°30'16", AN ARC LENGTH OF 45.87 FEET TO THE END OF SAID CURVE; THENCE SOUTH 38°20'41" WEST, A DISTANCE OF 39.35 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 40.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 71°46'07" WEST, 44.07 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 66°50'53", AN ARC LENGTH OF 46.67 FEET TO THE END OF SAID CURVE; THENCE NORTH 74°48'26" WEST, A DISTANCE OF 231.61 FEET; THENCE NORTH 76°43'50" WEST, A DISTANCE OF 207.97 FEET TO THE NORTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19; THENCE NORTH 0°09'07" EAST, A DISTANCE OF 1.47 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 425.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 69°24'52" EAST, 235.78 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°12'33", AN ARC LENGTH OF 238.92 FEET TO THE END OF SAID CURVE; THENCE NORTH 53°18'36" EAST, A DISTANCE OF 484.63 FEET; THENCE NORTH 36°41'24" WEST, A DISTANCE OF 105.00 FEET; THENCE NORTH 53°18'36" EAST, A DISTANCE OF 31.19 FEET; THENCE NORTH 36°41'24" WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 53°18'36" EAST, A DISTANCE OF 104.99 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 14°51'27" EAST, 31.09 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 76°54'18", AN ARC LENGTH OF 33.56 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 260.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 11°43'28" WEST, 106.96 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°44'28", AN ARC LENGTH OF 107.73 FEET TO THE END OF SAID CURVE; THENCE NORTH 0°08'46" EAST, A DISTANCE OF 79.24 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 51°34'58" WEST, 39.25 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 103°27'29", AN ARC LENGTH OF 45.14 FEET TO THE END OF SAID CURVE; THENCE NORTH 6°40'55" EAST, A DISTANCE OF 53.33 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 100.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 68°24'28" WEST, 52.09 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°11'45", AN ARC LENGTH OF 52.70 FEET TO THE END OF SAID CURVE; THENCE SOUTH 53°18'36" WEST, A DISTANCE OF 173.16 FEET; THENCE NORTH 36°41'24" WEST, A DISTANCE OF 105.00 FEET; THENCE NORTH 23°03'48" WEST, A DISTANCE OF 72.07 FEET; THENCE NORTH 30°56'49" EAST, A DISTANCE OF 135.00 FEET; THENCE NORTH 59°03'11" WEST, A DISTANCE OF 128.69 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 100.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 34°11'03" WEST, 84.11 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°44'16", AN ARC LENGTH OF 86.81 FEET TO THE END OF SAID CURVE; THENCE NORTH 47°38'43" EAST, A DISTANCE OF 31.32 FEET; THENCE NORTH 30°56'49" EAST, A DISTANCE OF 280.00 FEET; THENCE NORTH 59°03'11" WEST, A DISTANCE OF 216.99 FEET; THENCE NORTH 0°08'46" EAST, A DISTANCE OF 204.85 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 7°29'14" EAST, 6.39 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°40'56", AN ARC LENGTH OF 6.41 FEET TO THE END OF SAID CURVE; THENCE NORTH 89°51'12" WEST, A DISTANCE OF 50.82 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 44°51'16" WEST, 35.35 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°59'56", AN ARC LENGTH OF 39.27 FEET TO THE END OF SAID CURVE; THENCE NORTH 89°51'14" WEST, A DISTANCE OF 583.83 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING

EXHIBIT "A"
(cont.)
PHASE 1A

SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 44°52'23" WEST, 35.52 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°32'46", AN ARC LENGTH OF 39.51 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°32'46" WEST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 45°42'47" WEST, 35.54 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°35'25", AN ARC LENGTH OF 39.53 FEET TO THE END OF SAID CURVE; THENCE SOUTH 88°59'30" WEST, A DISTANCE OF 79.82 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 44°23'23" WEST, 35.23 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°35'13", AN ARC LENGTH OF 39.09 FEET TO THE END OF SAID CURVE, SAID POINT LYING ON THE EAST RIGHT OF WAY LINE OF AFOREMENTIONED CHERRY LAKE ROAD; THENCE NORTH 0°24'16" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 834.21 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 139.481 ACRES, MORE OR LESS and as also described as Hammock Oaks Phase 1A, in Plat Book 83, page 2, as recorded in the Official Records of Lake County, Florida (below).

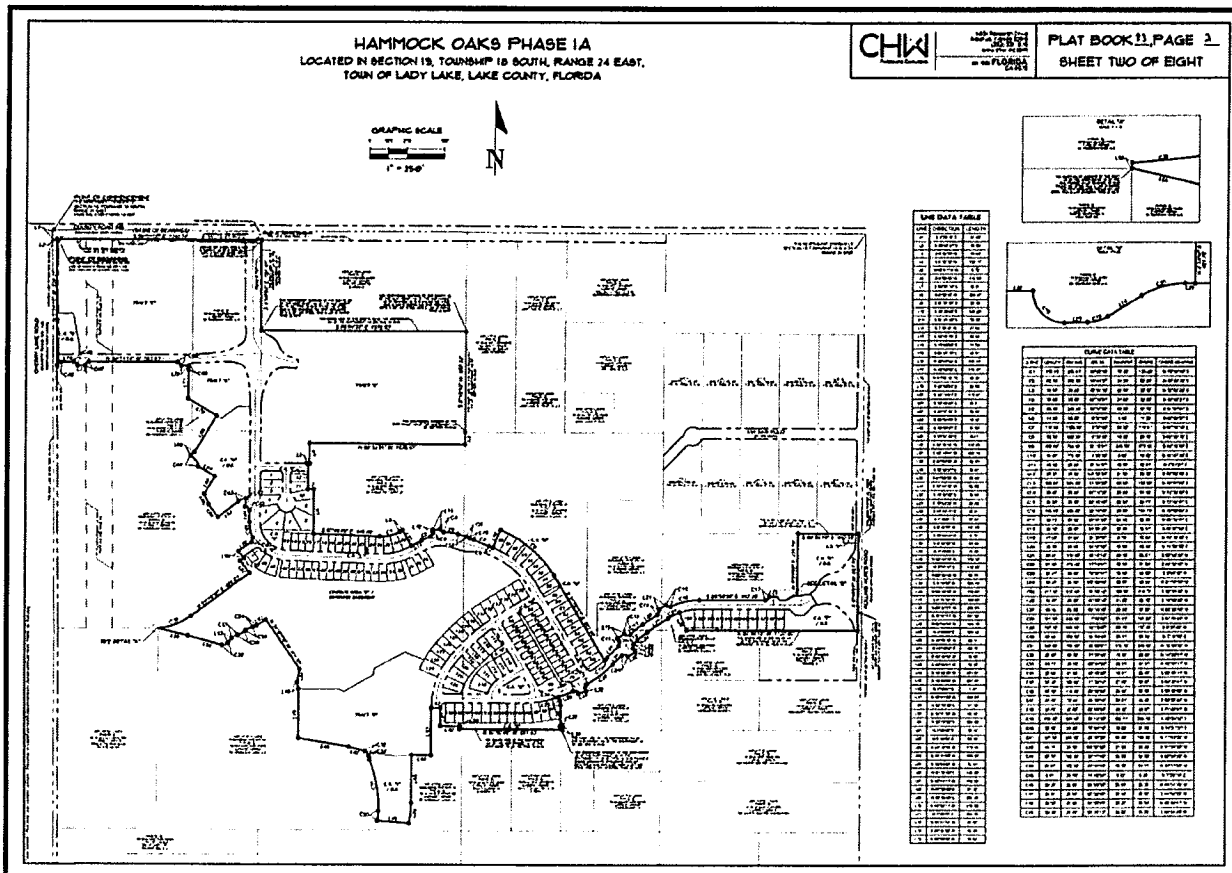


EXHIBIT "A"**(cont.)****PHASE 1B**

A PARCEL OF LAND SITUATED IN SECTION 19, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 19, THENCE SOUTH 0°24'16" EAST, ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 61.00 FEET; THENCE DEPARTING THE WEST LINE OF SAID SECTION 19, SOUTH 89°51'07" EAST, A DISTANCE OF 25.00 FEET TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF COUNTY ROAD 466 (HAVING A RIGHT OF WAY WIDTH THAT VARIES) WITH THE EAST RIGHT OF WAY LINE OF CHERRY LAKE ROAD (ALSO KNOWN AS COUNTY ROAD NO. 100 AND HAVING A RIGHT OF WAY WIDTH THAT VARIES); THENCE SOUTH 0°24'16" EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID CHERRY LAKE ROAD, A DISTANCE OF 834.21 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 44°23'23" EAST, 35.23 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°35'13", AN ARC LENGTH OF 39.09 FEET TO THE END OF SAID CURVE; THENCE NORTH 88°59'30" EAST, A DISTANCE OF 79.82 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 45°42'47" EAST, 35.54 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°35'25", AN ARC LENGTH OF 39.53 FEET TO THE END OF SAID CURVE; THENCE NORTH 89°32'46" EAST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 44°52'23" EAST, 35.52 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°32'46", AN ARC LENGTH OF 39.51 FEET; THENCE SOUTH 89°51'14" EAST, A DISTANCE OF 583.83 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 44°51'16" EAST, 35.35 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°59'56", AN ARC LENGTH OF 39.27 FEET TO THE END OF SAID CURVE AND TO THE POINT OF BEGINNING; THENCE SOUTH 89°51'12" EAST, A DISTANCE OF 50.82 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 7°29'14" WEST, 6.39 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°40'56", AN ARC LENGTH OF 6.41 FEET TO THE END OF SAID CURVE; THENCE SOUTH 0°08'46" WEST, A DISTANCE OF 204.85 FEET; THENCE SOUTH 59°03'11" EAST, A DISTANCE OF 216.99 FEET; THENCE SOUTH 30°56'49" WEST, A DISTANCE OF 280.00 FEET; THENCE SOUTH 47°38'43" WEST, A DISTANCE OF 31.32 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 100.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 34°11'03" EAST, 84.11 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°44'16", AN ARC LENGTH OF 86.81 FEET TO THE END OF SAID CURVE; THENCE SOUTH 59°03'11" EAST, A DISTANCE OF 128.69 FEET; THENCE SOUTH 30°56'49" WEST, A DISTANCE OF 135.00 FEET; THENCE SOUTH 23°03'48" EAST, A DISTANCE OF 72.07 FEET; THENCE SOUTH 36°41'24" EAST, A DISTANCE OF 105.00 FEET; THENCE NORTH 53°18'36" EAST, A DISTANCE OF 173.16 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 100.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 68°24'28" EAST, 52.09 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°11'45", AN ARC LENGTH OF 52.70 FEET TO THE END OF SAID CURVE; THENCE SOUTH 6°40'55" WEST, A DISTANCE OF 53.33 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 51°34'58" EAST, 39.25 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 103°27'29", AN ARC LENGTH OF 45.14 FEET; THENCE SOUTH 0°08'46" WEST, A DISTANCE OF 79.24 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 260.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A

EXHIBIT "A"
(cont.)
PHASE 1B

BEARING AND DISTANCE OF SOUTH 0°01'59" EAST, 1.63 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°21'31", AN ARC LENGTH OF 1.63 FEET TO THE END OF SAID CURVE; THENCE SOUTH 53°18'36" WEST, A DISTANCE OF 686.52 FEET; THENCE SOUTH 68°02'50" WEST, A DISTANCE OF 81.38 FEET; THENCE NORTH 89°56'02" WEST, A DISTANCE OF 124.25 FEET; THENCE NORTH 0°24'06" WEST, A DISTANCE OF 287.70 FEET; THENCE NORTH 89°35'50" EAST, A DISTANCE OF 105.00 FEET; THENCE NORTH 0°24'10" WEST, A DISTANCE OF 265.83 FEET; THENCE NORTH 30°56'49" EAST, A DISTANCE OF 360.61 FEET; THENCE NORTH 59°03'11" WEST, A DISTANCE OF 80.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 475.69 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 68°11'13" WEST, 140.32 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°57'47", AN ARC LENGTH OF 140.83 FEET TO THE END OF SAID CURVE; THENCE NORTH 13°19'51" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 0°24'14" WEST, A DISTANCE OF 307.31 FEET; THENCE SOUTH 89°51'14" EAST, A DISTANCE OF 168.59 FEET; THENCE NORTH 0°08'46" EAST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 45°08'46" EAST, 35.36 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET TO THE END OF SAID CURVE; THENCE NORTH 0°08'46" EAST, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 11.076 ACRES, MORE OR LESS and as also described as Hammock Oaks Phase 1B, in Plat Book 83, page 9, as recorded in the Official Records of Lake County, Florida.

Site plan for Hammock Oaks Phase 1B showing lot layouts, roads, and utility lines. Includes a north arrow, graphic scale, and various regulatory stamps and signatures.

EXHIBIT "A"

(cont.)

PHASE 1C

A PARCEL OF LAND SITUATED IN SECTION 19, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 19, THENCE SOUTH 0°24'16" EAST, ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 61.00 FEET; THENCE DEPARTING THE WEST LINE OF SAID SECTION 19, SOUTH 89°51'07" EAST, A DISTANCE OF 25.00 FEET TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF COUNTY ROAD 466 (HAVING A RIGHT OF WAY WIDTH THAT VARIES) WITH THE EAST RIGHT OF WAY LINE OF CHERRY LAKE ROAD (ALSO KNOWN AS COUNTY ROAD NO. 100 AND HAVING A RIGHT OF WAY WIDTH THAT VARIES); THENCE SOUTH 0°24'16" EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID CHERRY LAKE ROAD, A DISTANCE OF 2295.14 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, SOUTH 89°56'02" EAST, A DISTANCE OF 357.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°56'02" EAST, A DISTANCE OF 279.07 FEET; THENCE NORTH 68°02'50" EAST, A DISTANCE OF 81.38 FEET; THENCE NORTH 53°18'36" EAST, A DISTANCE OF 686.52 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 260.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 11°54'13" EAST, 105.37 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°22'57", AN ARC LENGTH OF 106.11 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 14°51'27" WEST, 31.09 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 76°54'18", AN ARC LENGTH OF 33.56 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 53°18'36" WEST, A DISTANCE OF 104.99 FEET; THENCE SOUTH 36°41'24" EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 53°18'36" WEST, A DISTANCE OF 31.19 FEET; THENCE SOUTH 36°41'24" EAST, A DISTANCE OF 105.00 FEET; THENCE SOUTH 53°18'36" WEST, A DISTANCE OF 484.63 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 425.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 69°24'52" WEST, 235.78 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°12'33", AN ARC LENGTH OF 238.92 FEET TO THE END OF SAID CURVE; THENCE SOUTH 0°09'07" WEST, A DISTANCE OF 1.47 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19; THENCE NORTH 89°57'15" WEST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 298.77 FEET; THENCE DEPARTING SAID NORTH LINE, NORTH 0°01'04" WEST, A DISTANCE OF 280.24 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED LANDS CONTAIN: 6.508 ACRES, MORE OR LESS and as also described as Hammock Oaks Phase 1C, in Plat Book 83, page 12, as recorded in the Official Records of Lake County, Florida (following page).

EXHIBIT "A"
(cont.)
PHASE 1C

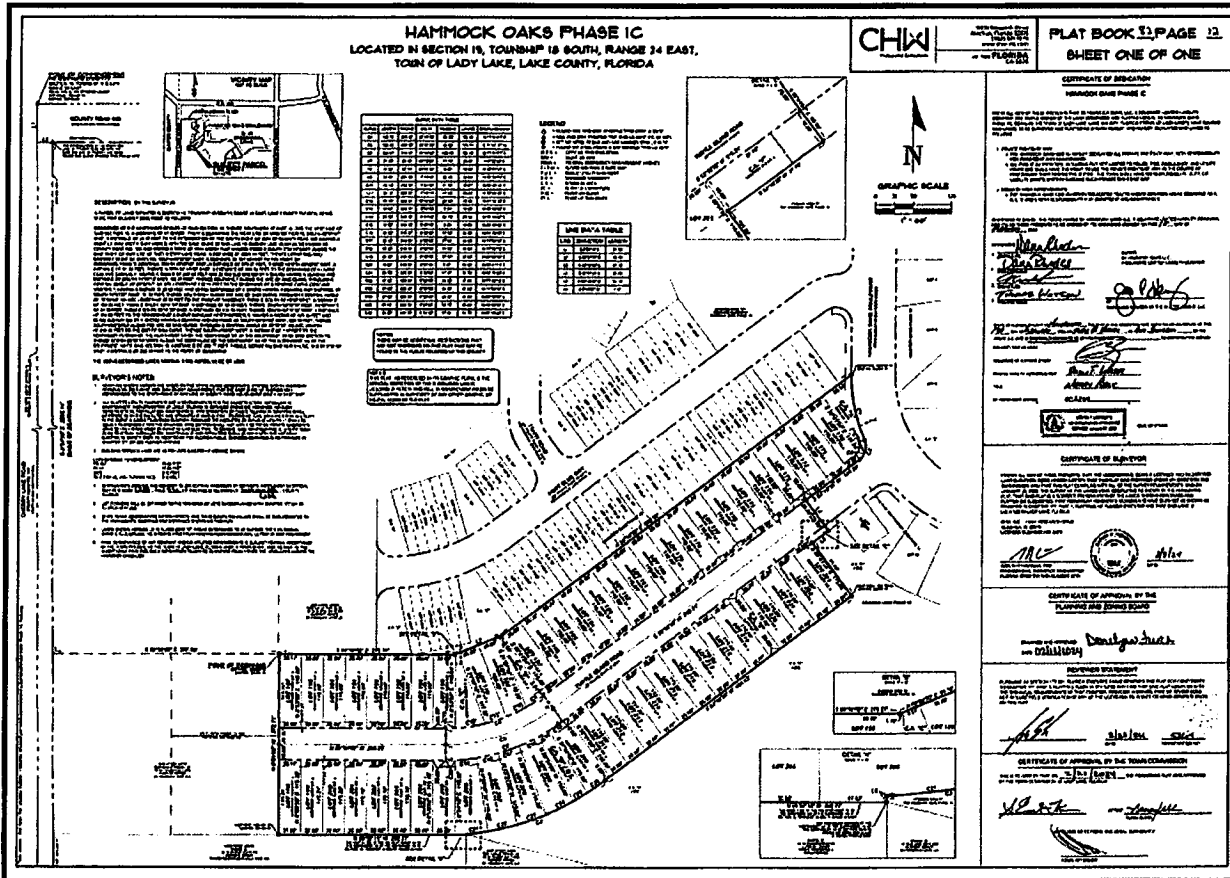


EXHIBIT "B"
WATER & SEWER
ERU CALCULATIONS by PHASE

PHASE	# LOTS	Water ERU	Water \$	Sewer ERU	Sewer \$	Reuse ERU - Lots	Reuse \$	TOTAL	Reuse -ERU Common Areas	Common Area Reuse \$	TOTAL ERUs	TOTAL
		\$ 1,435.00		\$ 3,322.00		\$ 152.00		COST	\$152.00			COST
H1A	147.00	147.00	\$ 210,945.00	147.00	\$ 488,334.00	147.00	\$ 22,344.00	\$ 721,623.00	198.00	\$ 30,096.00	639.00	\$ 751,719.00
H1B	114.00	114.00	\$ 163,590.00	114.00	\$ 378,708.00	114.00	\$ 17,328.00	\$ 559,626.00	198.00	\$ 30,096.00	540.00	\$ 589,722.00
H1C	54.00	54.00	\$ 77,490.00	54.00	\$ 179,388.00	54.00	\$ 9,208.00	\$ 265,086.00	99.00	\$ 15,048.00	261.00	\$ 280,134.00
TOTAL	315.00	315.00	\$ 452,025.00	315.00	\$ 1,046,430.00	315.00	\$ 47,880.00	\$1,546,335.00	\$ 495.00	\$ 75,240.00	1,440.00	\$ 1,621,575.00

**FIRST AMENDMENT TO WATER, SANITARY SEWER,
& REUSE UTILITY AGREEMENT
LADY LAKE, FLORIDA**

THIS FIRST AMENDMENT TO UTILITY AGREEMENT (the "**First Amendment**") made this 4th day of November 2024 (the "**First Amendment Date**"), by and between the **TOWN OF LADY LAKE**, a Florida Municipality (hereinafter referred to as "**Utility**"), and **SK HAMMOCK OAKS LLC**, a Delaware Limited Liability Company, its heirs, successors and assigns (hereinafter referred to as the "**Developer**").

WITNESSETH

WHEREAS, Developer and Utility entered into that certain Water, Sanitary Sewer, & Reuse Agreement (the "**Utility Agreement**") dated June 17, 2024, and recorded on July 15, 2024, in Official Records Book 6365, Page 1305 of the Public Records of Lake County, Florida; and

WHEREAS, Developer desires to amend the Utility Agreement in order to remove that certain real property more particularly described in **Exhibit "1"** attached hereto and incorporated herein (the "**Removed Land**"); and,

WHEREAS, Developer further desires to amend the Utility Agreement to include that certain real property situated in Lake County, Florida, more particularly described in **Exhibit "2"** attached hereto and incorporated herein (the "**Additional Land**"), which shall be developed and improved by Developer and shall include sixteen (16) additional sub-phases (Phases H2A, H2B, H2C, H2D, H3, H4, H5, R1A, R1B, R2A, R2B, R3, R4A, R5 and R6 of the Hammock Oaks PD) (each, an "**Additional Phase**" and collectively, the "**Additional Phases**"); and

WHEREAS, Developer has requested connection to Water, Sewer, and Reuse Facilities for each Additional Phase, and has further requested that the Utility allocate and reserve sufficient capacity in these facilities for each Additional Phase; and

WHEREAS, Developer and Utility have agreed to amend the Utility Agreement on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing which is incorporated herein and in consideration of the work to be done by the Developer and the sums to be paid by Developer for the work related thereto and as described hereafter, Developer and Utility agree as follows:

1. **Recitals and Controlling Terms.** The foregoing Recitals are hereby incorporated by reference as if fully restated. All capitalized terms used herein which are not specifically defined shall have the meanings provided in the Utility Agreement. From and after the First Amendment Date, references to the Utility Agreement shall refer to the Utility Agreement as amended by this First Amendment.

2. Legal Description for Property. From and after the First Amendment Date, the parties hereby acknowledge the Removed Land shall be removed, for all purposes, from the terms of the Utility Agreement. Furthermore, the Additional Land shall be included, for all purposes set forth in the Utility Agreement, within legal description for the Property. By execution of this First Amendment, the parties hereby acknowledge and agree Exhibit "A" to the Utility Agreement is hereby deleted in its entirety and replaced with Exhibit "A" to this First Amendment. For the avoidance of doubt, from and after the First Amendment Date, any and all references to the Property contained within the Utility Agreement shall include the Property, as modified by this First Amendment.

3. Development. From and after the First Amendment Date, the parties hereby acknowledge and agree the Development (as that term is defined in the second Whereas clause of the Utility Agreement), shall include a total of two thousand one hundred and seventy-two (2,172) Single Family Lots, which shall be developed by Developer in eighteen (18) sub-phases. By execution of this First Amendment, the parties hereby acknowledge and agree the Development shall include, for all purposes set forth in the Utility Agreement, the Additional Phases.

4. Exclusive Service to the Property. Notwithstanding anything contained in the Utility Agreement to the contrary, Utility hereby acknowledges and agrees that Utility shall have sufficient capacity in its Water Facilities, Sewer Facilities and Reuse Facilities, in the amount of the ERUs required for each Additional Phase, as set forth in Exhibit "B" to this First Amendment, as of the date upon which the plat for each Phase is approved by the Town.

5. Payment By Developer of Lady Lake Sanitary Sewer, Water, and Reuse Impact Fees. By execution of this First Amendment, the parties hereby acknowledge and agree Exhibit "B" to the Utility Agreement is hereby deleted in its entirety and replaced with Exhibit "B" to this First Amendment. As of the First Amendment Date, the parties hereby acknowledge that Developer has paid to the Town a total of **ONE MILLION, SIX HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$1,621,575.00)** for the capacity reservation of water, sewer, and reuse for Phases H1A, H1B, and H1C of the Development. Notwithstanding the foregoing, the parties hereby acknowledge and agree that capacities for any Additional Phases within the Development shall not be vested until Developer has made payment, in full, for the impact fees for each Additional Phase. On or before ten (10) days following the Town's approval of the final plat for each Additional Phase of the Development, Developer shall pay to the Town the total cost of the ERUs due for each Additional Phase, as more particularly described in Paragraph 2 of the Utility Agreement and as shown on Exhibit "B" to this First Amendment. The parties hereby acknowledge and agree the Utility Agreement, as modified by this First Amendment, reflects the fees due based on capacity reserved at the current rates and future capacity reservation for any Additional Phase will be calculated based on the current fees at the time the final plat for each Additional Phase is approved.

6. Other Essential Terms. By execution of this First Amendment, the parties hereby acknowledge and agree Paragraph 10.h. of the Utility Agreement is hereby deleted in its entirety and replaced as follows:

"h. Developer shall pay the Town, as required under Paragraph 2 of this Utility Agreement, within ten (10) days following the final approval of the plat for each Additional Phase. Should Developer not obtain a site development permit within one hundred eighty (180) days following the date upon which the Town issues the final plat approval for any Additional Phase, the capacity herein reserved will be forfeited. Developer understands that capacity may not be available to the Developer should no site development permits be obtained within one hundred eighty (180)

days following final plat approval.”

7. Counterpart Copies. This First Amendment may be executed in any number of counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy hereof.

8. Entire Agreement, Ratification and Reconciliation. The Utility Agreement (including the Exhibits) and this First Amendment contain the final and entire Utility Agreement between the parties with respect to the terms and are intended to be an integration of all prior negotiations and understandings. Except as modified in this First Amendment, the Utility Agreement is hereby ratified and remains in full force and effect. The terms and provisions of this First Amendment shall be reconciled with the terms and provisions of the Utility Agreement to the fullest extent reasonably possible; provided, however, in the event of any irreconcilable conflict between any term or provision of this First Amendment and any term or provision of the Utility Agreement, such term or provision of this First Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

TOWN OF LADY LAKE

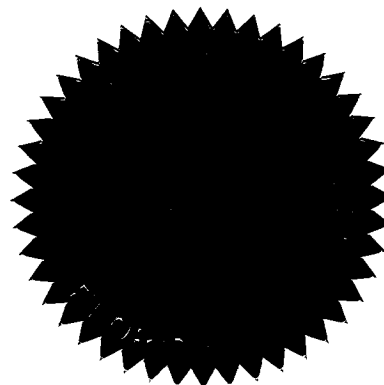


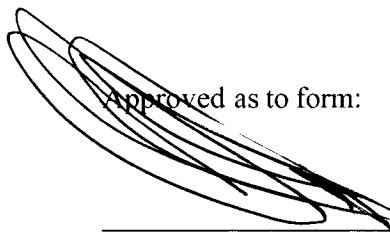
Ed Freeman, Mayor

ATTEST:



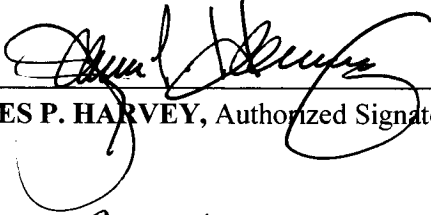
Nancy Wilson, Town Clerk



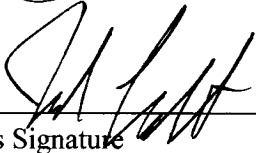


Approved as to form:
Derek A. Schroth, Esquire Town Attorney

SK HAMMOCK OAKS LLC



JAMES P. HARVEY, Authorized Signatory

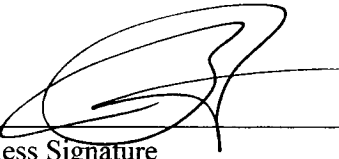


Witness Signature

JARSO LYDELT

Print Name

Date: 11/01/2024



Witness Signature

Bryon T. LoPreste

Print Name

Date: 11/01/2024

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

This foregoing instrument was acknowledged before me this 1 day of November, 2024, by James P. Harvey, as Authorized Signatory of SK HAMMOCK OAKS LLC, a Delaware limited liability company, on behalf of the company, who [x] is personally known to me or [] has produced _____ as identification.



Notary Signature

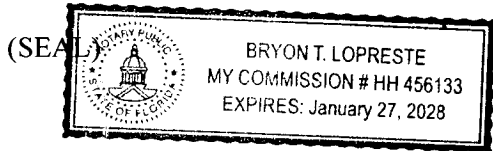


EXHIBIT "1"**LEGAL DESCRIPTION FOR REMOVED LAND****COMMERCIAL TRACT**

A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE

SOUTH 00°24'16" EAST ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 61.00 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 89°51'07" EAST, A DISTANCE OF 25.00 FEET TO AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF CHERRY LAKE ROAD AND THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 466 AND THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 89°51'07" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1238.69 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTH 00°43'42" EAST, 549.47 FEET; THENCE SOUTH 04°40'04" EAST, A DISTANCE OF 30.40 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 178.75 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 03°02'41" WEST, 72.20 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°18'15", AN ARC DISTANCE OF 72.70 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 58.75 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 36°44'33" WEST, 44.10 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°05'30", AN ARC DISTANCE OF 45.21 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 387.50 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 71°07'36" WEST, 165.61 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°40'36", AN ARC DISTANCE OF 166.89 FEET TO THE END OF SAID CURVE; THENCE SOUTH 83°27'54" WEST, A DISTANCE OF 69.89 FEET; THENCE SOUTH 85°25'14" WEST, A DISTANCE OF 73.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 275.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 87°47'00" WEST, 22.67 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°43'32", AN ARC DISTANCE OF 22.68 FEET TO THE END OF SAID CURVE; THENCE NORTH 89°51'14" WEST, A DISTANCE OF 702.26 FEET; THENCE NORTH 00°19'01" WEST, A DISTANCE OF 279.55 FEET; THENCE NORTH 00°27'34" WEST, A DISTANCE OF 29.42 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 156.76 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 20.46 FEET; THENCE SOUTH 89°35'37" WEST, A DISTANCE OF 32.26 FEET TO THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF CHERRY LAKE ROAD; THENCE NORTH 00°24'25" WEST, A DISTANCE OF 468.55 FEET TO THE **POINT OF BEGINNING**.

MULTIFAMILY TRACT

A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE SOUTH $00^{\circ}24'16''$ EAST ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 61.00 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH $89^{\circ}51'07''$ EAST, A DISTANCE OF 25.00 FEET TO AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF CHERRY LAKE ROAD AND THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 466; THENCE CONTINUE SOUTH $89^{\circ}51'07''$ EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1348.74 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 19; THENCE SOUTH $00^{\circ}04'50''$ EAST, ALONG SAID EAST LINE, A DISTANCE OF 597.41 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 19, AND THE **POINT OF BEGINNING**; THENCE SOUTH $89^{\circ}51'37''$ EAST, ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, A DISTANCE OF 1370.60 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTH $00^{\circ}18'10''$ WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 657.22 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 19; THENCE SOUTH $00^{\circ}26'29''$ WEST, A DISTANCE OF 79.83 FEET; THENCE NORTH $89^{\circ}33'31''$ WEST, A DISTANCE OF 1036.47 FEET; THENCE SOUTH $00^{\circ}26'29''$ WEST, A DISTANCE OF 132.77 FEET; THENCE NORTH $89^{\circ}51'14''$ WEST, A DISTANCE OF 303.79 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH $44^{\circ}51'14''$ WEST, 35.36 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; THENCE NORTH $00^{\circ}08'46''$ EAST, A DISTANCE OF 179.02 FEET; THENCE NORTH $00^{\circ}59'38''$ EAST, A DISTANCE OF 176.77 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 399.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH $16^{\circ}33'39''$ EAST, 198.24 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $28^{\circ}46'06''$, AN ARC DISTANCE OF 200.34 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 221.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH $29^{\circ}47'06''$ EAST, 8.95 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $02^{\circ}19'13''$, AN ARC DISTANCE OF 8.95 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 79.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH $48^{\circ}58'10''$ EAST, 54.93 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $40^{\circ}41'20''$, AN ARC DISTANCE OF 56.10 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 159.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH $83^{\circ}22'35''$ EAST, 77.27 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $28^{\circ}07'30''$, AN ARC DISTANCE OF 78.05 FEET TO THE END OF SAUD CURVE; THENCE SOUTH $82^{\circ}33'40''$ EAST, A DISTANCE OF 54.97 FEET; THENCE NORTH $13^{\circ}44'41''$ EAST, A DISTANCE OF 57.27 FEET; THENCE NORTH $69^{\circ}38'50''$ WEST, A DISTANCE OF 64.97 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 117.50 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH $49^{\circ}08'25''$ WEST, 84.98 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $42^{\circ}23'55''$, AN ARC DISTANCE OF 86.95 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 87.50 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH $27^{\circ}06'42''$ WEST, 15.48 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF

10°09'05", AN ARC DISTANCE OF 15.50 FEET TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 125.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 46°33'11" WEST, 103.74 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°02'02", AN ARC DISTANCE OF 106.98 FEET TO THE END OF SAID CURVE; THENCE NORTH 56°22'05" WEST, A DISTANCE OF 52.29 FEET TO THE **POINT OF BEGINNING.**

EXHIBIT "2"**LEGAL DESCRIPTION FOR ADDITIONAL LAND****PARCEL 1**

A PARCEL OF LAND LYING IN SECTIONS 19 AND 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 24 EAST; THENCE RUN S 00°24'16" E ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 61.00 FEET; THENCE DEPARTING SAID WEST SECTION LINE, RUN S 89°51'07" E, A DISTANCE 25.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 466 (A 80' PUBLIC RIGHT-OF-WAY), ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION MAP, SECTION 11560-2601, SAID POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE CONTINUE S 89°51'07" E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1348.74 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 466, RUN S 00°04'50" E, A DISTANCE OF 597.41 FEET; THENCE RUN S 89°51'37" E, A DISTANCE OF 1370.60 FEET; THENCE RUN S 00°18'10" W, A DISTANCE OF 657.22 FEET; THENCE RUN S 89°51'00" E, A DISTANCE OF 1328.12 FEET; THENCE RUN S 00°17'33" W, A DISTANCE OF 656.60 FEET; THENCE RUN S 89°54'16" E, A DISTANCE OF 1303.24 FEET TO THE WEST RIGHT-OF-WAY LINE OF ROLLING ACRES ROAD; THENCE RUN S 00°18'07" W ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 657.70 FEET; THENCE RUN N 89°54'16" W, A DISTANCE OF 1302.26 FEET; THENCE RUN S 00°17'05" W, A DISTANCE OF 661.95 FEET; THENCE RUN S 00°17'22" W, A DISTANCE OF 266.62 FEET; THENCE RUN N 89°50'06" W, A DISTANCE OF 445.00 FEET; THENCE S 00°17'22" W, A DISTANCE OF 396.00 FEET; THENCE RUN S 89°50'06" E, A DISTANCE OF 445.00 FEET; THENCE RUN S 00°17'14" W, A DISTANCE OF 1323.58 FEET TO THE NORTH LINE OF SECTION 30; THENCE RUN N 89°49'34" W, ALONG SAID NORTH LINE, A DISTANCE OF 663.56 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S 00°19'10" W, A DISTANCE OF 331.32 FEET; THENCE RUN N 89°47'41" W, A DISTANCE OF 664.30 FEET; THENCE RUN S 00°23'04" W, A DISTANCE OF 331.12 FEET; THENCE RUN N 89°44'35" W, A DISTANCE OF 1353.09 FEET; THENCE RUN N 89°45'03" W, A DISTANCE OF 676.58 FEET; THENCE RUN N 00°08'11" E, A DISTANCE OF 662.13 FEET TO THE AFOREMENTIONED NORTH LINE OF SAID SECTION 30; THENCE RUN S 89°44'39" E ALONG SAID NORTH LINE, A DISTANCE OF 677.68 FEET; THENCE DEPARTING SAID NORTH LINE, RUN N 00°10'38" E, A DISTANCE OF 659.94 FEET; THENCE RUN N 89°46'50" W, A DISTANCE OF 1330.92 FEET TO THE EAST RIGHT OF WAY LINE OF CHERRY LAKE ROAD (COUNTY ROAD NO. 100); THENCE RUN N 00°06'22" E ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 493.04 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN S 89°52'07" E, A DISTANCE OF 1331.53 FEET; THENCE RUN N 00°10'38" E, A DISTANCE OF 164.85 FEET; THENCE RUN N 89°50'56" W, A DISTANCE OF 678.32 FEET ; THENCE RUN N 00°09'07" E, A DISTANCE OF 1319.62 FEET; THENCE RUN N 89°57'13" W, A DISTANCE OF 654.47 FEET TO THE AFORESAID EAST RIGHT OF WAY LINE OF CHERRY LAKE ROAD (COUNTY ROAD NO. 100); THENCE RUN N 00°24'16" W ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 2575.50 FEET TO THE **POINT OF BEGINNING**.

LESS & EXCEPT PARCEL # 1

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 19, THENCE RUN ALONG THE SOUTH LINE OF SAID SECTION 19, N 89°49'34" W, A DISTANCE OF 1327.70 FEET, THENCE DEPARTING SAID SOUTH LINE, RUN N 00°17'14" E, A DISTANCE OF 1323.58 FEET, THENCE N 89°50'06" W, A DISTANCE OF 445.00 FEET, THENCE N 89°50'06" WEST, A DISTANCE OF 218.62 FEET TO THE **POINT OF BEGINNING**; THENCE N 89°52'59" W, A DISTANCE OF 664.02 FEET; THENCE N 00°17'51" E, A DISTANCE OF 661.41 FEET; THENCE S 89°51 00" E, A DISTANCE OF 663.45 FEET; THENCE S 00°14'53" W, A DISTANCE OF 661.02 FEET TO THE **POINT OF BEGINNING**.

LESS & EXCEPT PARCEL # 2

ALL OF HAMMOCK OAKS PHASE 1A, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 83, PAGES 1 THROUGH 8, OF THE PUBLIC RECORDS OF LAKE COUNTY, FL.

LESS & EXCEPT PARCEL # 3

ALL OF HAMMOCK OAKS PHASE 1B, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 83, PAGES 9 THROUGH 11, OF THE PUBLIC RECORDS OF LAKE COUNTY, FL.

LESS & EXCEPT PARCEL # 4

ALL OF HAMMOCK OAKS PHASE 1C, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 83, PAGE 12, OF THE PUBLIC RECORDS OF LAKE COUNTY, FL.

TOGETHER WITH

PARCEL 2

A PARCEL OF LAND SITUATED IN SECTION 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 30; THENCE NORTH 89°49'34" WEST, ALONG THE NORTH LINE OF SAID SECTION 30, A DISTANCE OF 40.00 FEET TO THE WEST RIGHT OF WAY LINE OF ROLLING ACRES ROAD AND THE **POINT OF BEGINNING**; THENCE SOUTH 0°13'17" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1325.95 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, NORTH 89°47'00" WEST, A DISTANCE OF 1289.47 FEET; THENCE SOUTH 0°17'21" WEST, A DISTANCE OF 1326.23 FEET; THENCE SOUTH 0°25'13" WEST, A DISTANCE OF 1324.90 FEET; THENCE NORTH 89°41'22" WEST, A DISTANCE OF 1330.60 FEET; THENCE NORTH 0°22'50" EAST, A DISTANCE OF 264.01 FEET; THENCE NORTH 89°45'50" WEST, A DISTANCE OF 1347.92 FEET; THENCE SOUTH 0°15'33" WEST, A DISTANCE OF 105.23 FEET; THENCE NORTH 89°45'21" WEST, A DISTANCE OF 609.99 FEET; THENCE NORTH 0°14'10" EAST, A DISTANCE OF 36.00 FEET; THENCE NORTH 89°45'50" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 0°13'41" EAST, A DISTANCE OF 467.82 FEET; THENCE NORTH 89°44'32" WEST, A DISTANCE OF 679.42 FEET TO THE EAST RIGHT OF WAY LINE OF CHERRY LAKE ROAD (C.R. NO. 100); THENCE NORTH 0°12'50" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 662.23 FEET; THENCE NORTH 0°03'55" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 331.54 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 89°43'08" EAST, A DISTANCE OF 1323.38 FEET; THENCE NORTH 0°13'54" EAST, A DISTANCE OF 1655.67 FEET; THENCE SOUTH 89°44'35" EAST, A DISTANCE OF 1353.09 FEET;

THENCE SOUTH 0°23'04" WEST, A DISTANCE OF 74.77 FEET; THENCE NORTH 45°22'18" EAST, A DISTANCE OF 106.09 FEET; THENCE SOUTH 89°49'05" EAST, A DISTANCE OF 1253.48 FEET; THENCE NORTH 0°17'52" EAST, A DISTANCE OF 662.27 FEET TO THE AFOREMENTIONED NORTH LINE OF SECTION 30; THENCE SOUTH 89°49'34" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1287.71 FEET TO THE **POINT OF BEGINNING**.

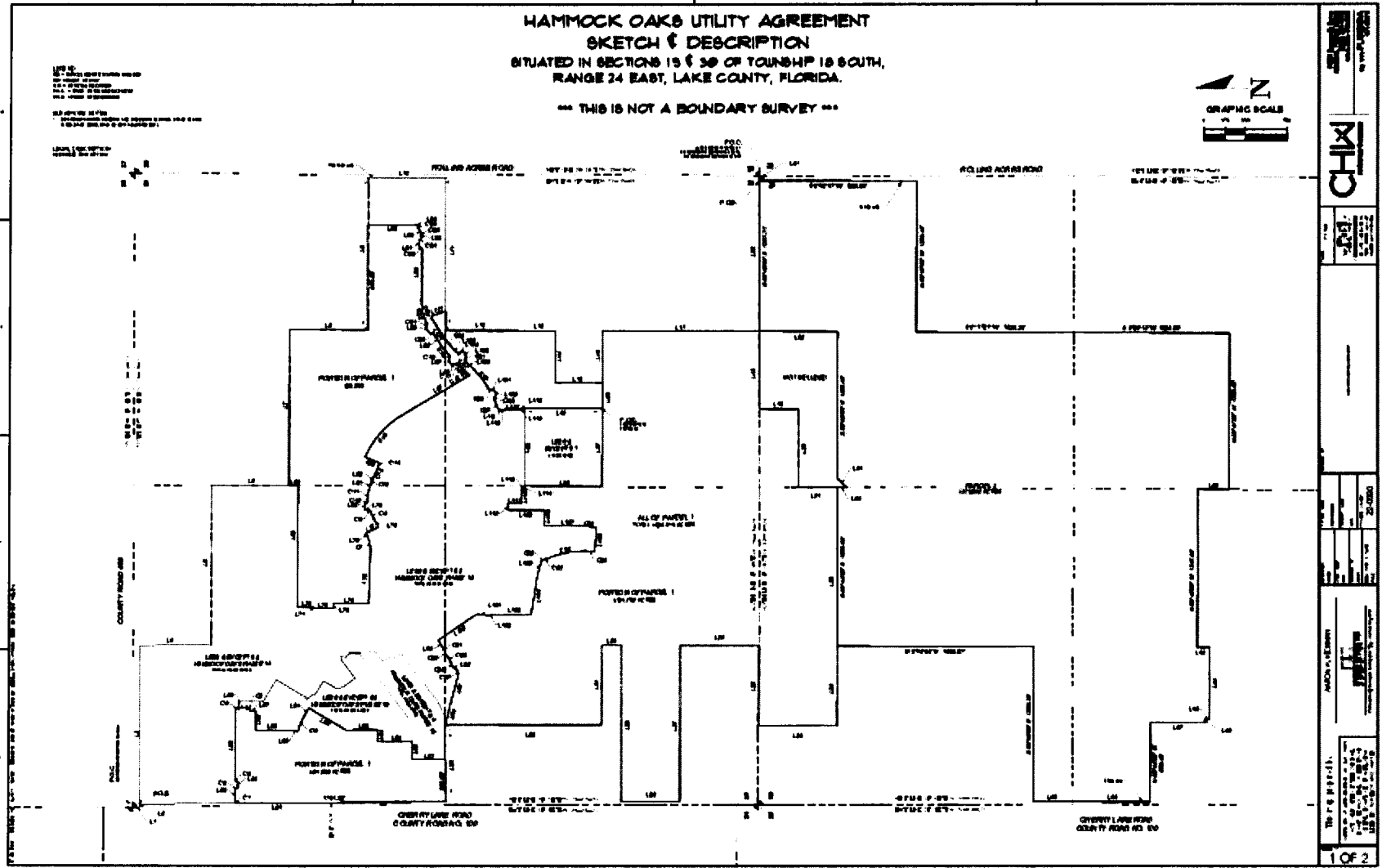


EXHIBIT "A"
LEGAL DESCRIPTION FOR PROPERTY

A PARCEL OF LAND LYING IN SECTIONS 19 AND 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 24 EAST; THENCE RUN S 00°24'16" E ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 61.00 FEET; THENCE DEPARTING SAID WEST SECTION LINE, RUN S 89°51'07" E, A DISTANCE 25.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 466 (A 80' PUBLIC RIGHT-OF-WAY), ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION MAP, SECTION 11560-2601, SAID POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE CONTINUE S 89°51'07" E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1348.74 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 466, RUN S 00°04'50" E, A DISTANCE OF 597.41 FEET; THENCE RUN S 89°51'37" E, A DISTANCE OF 1370.60 FEET; THENCE RUN S 00°18'10" W, A DISTANCE OF 657.22 FEET; THENCE RUN S 89°51'00" E, A DISTANCE OF 1328.12 FEET; THENCE RUN S 00°17'33" W, A DISTANCE OF 656.60 FEET; THENCE RUN S 89°54'16" E, A DISTANCE OF 1303.24 FEET TO THE WEST RIGHT-OF-WAY LINE OF ROLLING ACRES ROAD; THENCE RUN S 00°18'07" W ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 657.70 FEET; THENCE RUN N 89°54'16" W, A DISTANCE OF 1302.26 FEET; THENCE RUN S 00°17'05" W, A DISTANCE OF 661.95 FEET; THENCE RUN S 00°17'22" W, A DISTANCE OF 266.62 FEET; THENCE RUN N 89°50'06" W, A DISTANCE OF 445.00 FEET; THENCE S 00°17'22" W, A DISTANCE OF 396.00 FEET; THENCE RUN S 89°50'06" E, A DISTANCE OF 445.00 FEET; THENCE RUN S 00°17'14" W, A DISTANCE OF 1323.58 FEET TO THE NORTH LINE OF SECTION 30; THENCE RUN N 89°49'34" W, ALONG SAID NORTH LINE, A DISTANCE OF 663.56 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S 00°19'10" W, A DISTANCE OF 331.32 FEET; THENCE RUN N 89°47'41" W, A DISTANCE OF 664.30 FEET; THENCE RUN S 00°23'04" W, A DISTANCE OF 331.12 FEET; THENCE RUN N 89°44'35" W, A DISTANCE OF 1353.09 FEET; THENCE RUN N 89°45'03" W, A DISTANCE OF 676.58 FEET; THENCE RUN N 00°08'11" E, A DISTANCE OF 662.13 FEET TO THE AFOREMENTIONED NORTH LINE OF SAID SECTION 30; THENCE RUN S 89°44'39" E ALONG SAID NORTH LINE, A DISTANCE OF 677.68 FEET; THENCE DEPARTING SAID NORTH LINE, RUN N 00°10'38" E, A DISTANCE OF 659.94 FEET; THENCE RUN N 89°46'50" W, A DISTANCE OF 1330.92 FEET TO THE EAST RIGHT OF WAY LINE OF CHERRY LAKE ROAD (COUNTY ROAD NO. 100); THENCE RUN N 00°06'22" E ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 493.04 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN S 89°52'07" E, A DISTANCE OF 1331.53 FEET; THENCE RUN N 00°10'38" E, A DISTANCE OF 164.85 FEET; THENCE RUN N 89°50'56" W, A DISTANCE OF 678.32 FEET ; THENCE RUN N 00°09'07" E, A DISTANCE OF 1319.62 FEET; THENCE RUN N 89°57'13" W, A DISTANCE OF 654.47 FEET TO THE AFORESAID EAST RIGHT OF WAY LINE OF CHERRY LAKE ROAD (COUNTY ROAD NO. 100); THENCE RUN N 00°24'16" W ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 2575.50 FEET TO THE **POINT OF BEGINNING**.

LESS & EXCEPT PARCEL #1

A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE

SOUTH 00°24'16" EAST ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 61.00 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 89°51'07" EAST, A DISTANCE OF 25.00 FEET TO AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF CHERRY LAKE ROAD AND THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 466 AND THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 89°51'07" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1238.69 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTH 00°43'42" EAST, 549.47 FEET; THENCE SOUTH 04°40'04" EAST, A DISTANCE OF 30.40 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 178.75 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 03°02'41" WEST, 72.20 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°18'15", AN ARC DISTANCE OF 72.70 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 58.75 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 36°44'33" WEST, 44.10 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°05'30", AN ARC DISTANCE OF 45.21 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 387.50 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 71°07'36" WEST, 165.61 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°40'36", AN ARC DISTANCE OF 166.89 FEET TO THE END OF SAID CURVE; THENCE SOUTH 83°27'54" WEST, A DISTANCE OF 69.89 FEET; THENCE SOUTH 85°25'14" WEST, A DISTANCE OF 73.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 275.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 87°47'00" WEST, 22.67 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°43'32", AN ARC DISTANCE OF 22.68 FEET TO THE END OF SAID CURVE; THENCE NORTH 89°51'14" WEST, A DISTANCE OF 702.26 FEET; THENCE NORTH 00°19'01" WEST, A DISTANCE OF 279.55 FEET; THENCE NORTH 00°27'34" WEST, A DISTANCE OF 29.42 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 156.76 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 20.46 FEET; THENCE SOUTH 89°35'37" WEST, A DISTANCE OF 32.26 FEET TO THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF CHERRY LAKE ROAD; THENCE NORTH 00°24'25" WEST, A DISTANCE OF 468.55 FEET TO THE **POINT OF BEGINNING**.

LESS & EXCEPT PARCEL #2

A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE SOUTH 00°24'16" EAST ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 61.00 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 89°51'07" EAST, A DISTANCE OF 25.00 FEET TO AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF CHERRY LAKE ROAD AND THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 466; THENCE CONTINUE SOUTH 89°51'07" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1348.74 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 19; THENCE SOUTH 00°04'50" EAST, ALONG SAID EAST

LINE, A DISTANCE OF 597.41 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 19, AND THE **POINT OF BEGINNING**; THENCE SOUTH 89°51'37" EAST, ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, A DISTANCE OF 1370.60 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTH 00°18'10" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 657.22 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 19; THENCE SOUTH 00°26'29" WEST, A DISTANCE OF 79.83 FEET; THENCE NORTH 89°33'31" WEST, A DISTANCE OF 1036.47 FEET; THENCE SOUTH 00°26'29" WEST, A DISTANCE OF 132.77 FEET; THENCE NORTH 89°51'14" WEST, A DISTANCE OF 303.79 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 44°51'14" WEST, 35.36 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; THENCE NORTH 00°08'46" EAST, A DISTANCE OF 179.02 FEET; THENCE NORTH 00°59'38" EAST, A DISTANCE OF 176.77 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 399.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 16°33'39" EAST, 198.24 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°46'06", AN ARC DISTANCE OF 200.34 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 221.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 29°47'06" EAST, 8.95 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°19'13", AN ARC DISTANCE OF 8.95 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 79.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 48°58'10" EAST, 54.93 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°41'20", AN ARC DISTANCE OF 56.10 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 159.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 83°22'35" EAST, 77.27 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°07'30", AN ARC DISTANCE OF 78.05 FEET TO THE END OF SAUD CURVE; THENCE SOUTH 82°33'40" EAST, A DISTANCE OF 54.97 FEET; THENCE NORTH 13°44'41" EAST, A DISTANCE OF 57.27 FEET; THENCE NORTH 69°38'50" WEST, A DISTANCE OF 64.97 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 117.50 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 49°08'25" WEST, 84.98 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°23'55", AN ARC DISTANCE OF 86.95 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 87.50 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 27°06'42" WEST, 15.48 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°09'05", AN ARC DISTANCE OF 15.50 FEET TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 125.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 46°33'11" WEST, 103.74 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°02'02", AN ARC DISTANCE OF 106.98 FEET TO THE END OF SAID CURVE; THENCE NORTH 56°22'05" WEST, A DISTANCE OF 52.29 FEET TO THE **POINT OF BEGINNING**.

LESS & EXCEPT PARCEL #3

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

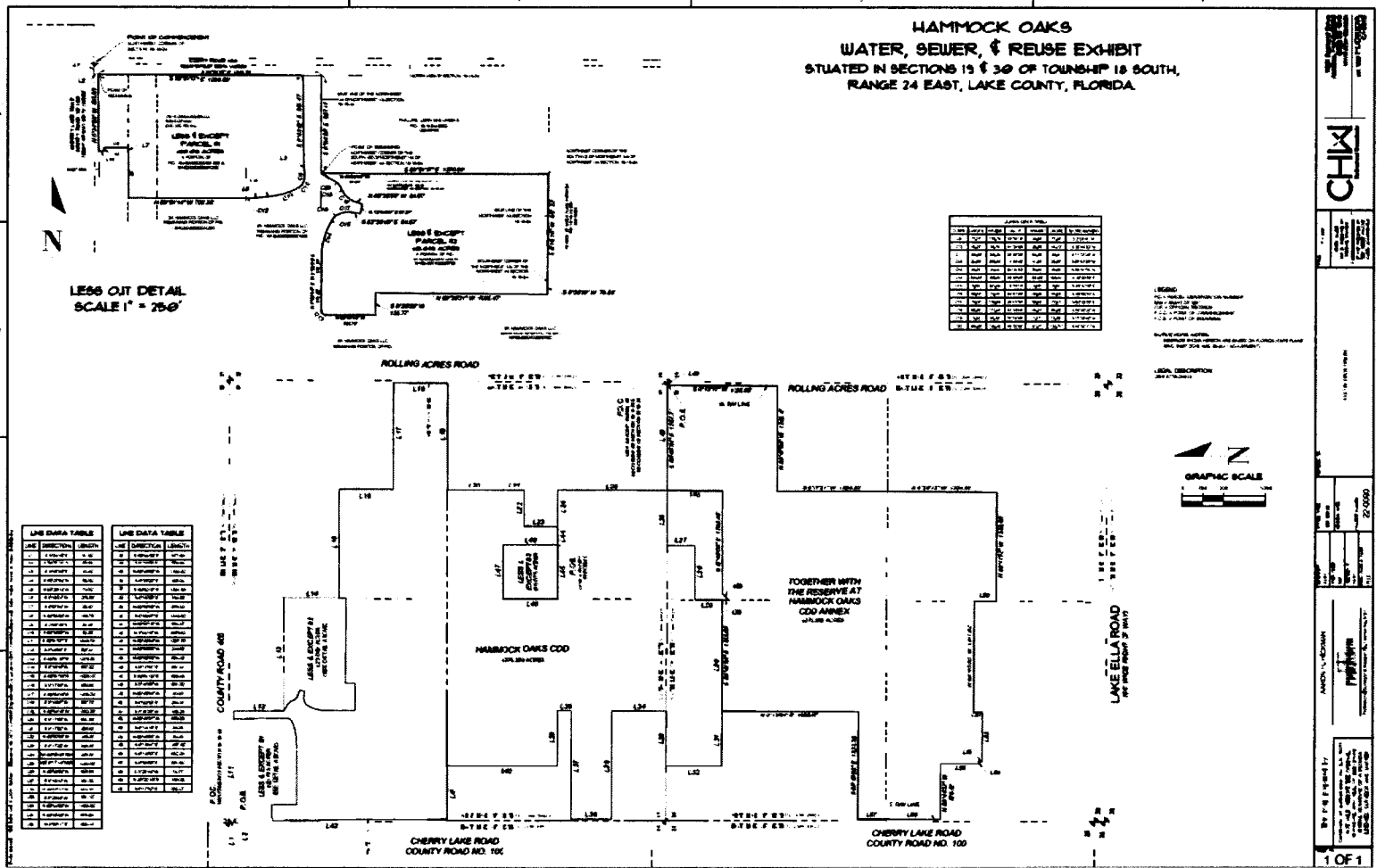
COMMENCE AT THE SOUTHEAST CORNER OF SECTION 19, THENCE RUN ALONG THE SOUTH LINE OF SAID SECTION 19, N 89°49'34" W, A DISTANCE OF 1327.70 FEET, THENCE DEPARTING SAID SOUTH LINE, RUN N 00°17'14" E, A DISTANCE OF 1323.58 FEET, THENCE N 89°50'06" W, A DISTANCE OF 445.00 FEET, THENCE N 89°50'06" WEST, A DISTANCE OF 218.62 FEET TO THE **POINT OF BEGINNING**; THENCE N 89°52'59" W, A DISTANCE OF 664.02 FEET; THENCE N 00°17'51" E, A DISTANCE OF 661.41 FEET; THENCE S 89°51'00" E, A DISTANCE OF 663.45 FEET; THENCE S 00°14'53" W, A DISTANCE OF 661.02 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH

(The Reserve at Hammock Oaks)

A PARCEL OF LAND SITUATED IN SECTION 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 30; THENCE NORTH 89°49'34" WEST, ALONG THE NORTH LINE OF SAID SECTION 30, A DISTANCE OF 40.00 FEET TO THE WEST RIGHT OF WAY LINE OF ROLLING ACRES ROAD AND THE **POINT OF BEGINNING**; THENCE SOUTH 0°13'17" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1325.95 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, NORTH 89°47'00" WEST, A DISTANCE OF 1289.47 FEET; THENCE SOUTH 0°17'21" WEST, A DISTANCE OF 1326.23 FEET; THENCE SOUTH 0°25'13" WEST, A DISTANCE OF 1324.90 FEET; THENCE NORTH 89°41'22" WEST, A DISTANCE OF 1330.60 FEET; THENCE NORTH 0°22'50" EAST, A DISTANCE OF 264.01 FEET; THENCE NORTH 89°45'50" WEST, A DISTANCE OF 1347.92 FEET; THENCE SOUTH 0°15'33" WEST, A DISTANCE OF 105.23 FEET; THENCE NORTH 89°45'21" WEST, A DISTANCE OF 609.99 FEET; THENCE NORTH 0°14'10" EAST, A DISTANCE OF 36.00 FEET; THENCE NORTH 89°45'50" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 0°13'41" EAST, A DISTANCE OF 467.82 FEET; THENCE NORTH 89°44'32" WEST, A DISTANCE OF 679.42 FEET TO THE EAST RIGHT OF WAY LINE OF CHERRY LAKE ROAD (C.R. NO. 100); THENCE NORTH 0°12'50" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 662.23 FEET; THENCE NORTH 0°03'55" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 331.54 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 89°43'08" EAST, A DISTANCE OF 1323.38 FEET; THENCE NORTH 0°13'54" EAST, A DISTANCE OF 1655.67 FEET; THENCE SOUTH 89°44'35" EAST, A DISTANCE OF 1353.09 FEET; THENCE SOUTH 0°23'04" WEST, A DISTANCE OF 74.77 FEET; THENCE NORTH 45°22'18" EAST, A DISTANCE OF 106.09 FEET; THENCE SOUTH 89°49'05" EAST, A DISTANCE OF 1253.48 FEET; THENCE NORTH 0°17'52" EAST, A DISTANCE OF 662.27 FEET TO THE AFOREMENTIONED NORTH LINE OF SECTION 30; THENCE SOUTH 89°49'34" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1287.71 FEET TO THE **POINT OF BEGINNING**.



HAMMOCK OAKS
WATER, SEWER, & REUSE EXHIBIT
 SITUATED IN SECTIONS 19 & 30 OF TOWNSHIP 18 SOUTH,
 RANGE 24 EAST, LAKE COUNTY, FLORIDA.

MHC

GRAPHIC SCALE
 0 50 100

1 OF 1

EXHIBIT "B"
WATER & SEWER
ERU CALCULATIONS BY PHASE

PHASE	# LOTS	Water ERU	Water \$	Sewer ERU	Sewer \$	Reuse ERU - Lots	Reuse \$	TOTAL COST	Reuse-ERU Common Areas	TOTAL ERUs	TOTAL COST
		\$ 1,435.00		\$ 3,322.00		\$ 152.00			\$ 5152.00		
H1A	147.00	147.00	\$ 210,945.00	147.00	\$ 488,334.00	147.00	\$ 22,344.00	\$ 721,623.00	198.00	639.00	\$ 751,719.00
H1B	114.00	114.00	\$ 163,590.00	114.00	\$ 378,708.00	114.00	\$ 17,328.00	\$ 559,626.00	198.00	540.00	\$ 589,722.00
H1C	54.00	54.00	\$ 77,490.00	54.00	\$ 179,388.00	54.00	\$ 8,208.00	\$ 265,086.00	99.00	261.00	\$ 280,134.00
H2A	45.00	45.00	\$ 64,575.00	45.00	\$ 149,490.00	45.00	\$ 6,840.00	\$ 220,905.00	198.00	333.00	\$ 251,001.00
H2B	114.00	114.00	\$ 163,590.00	114.00	\$ 378,708.00	114.00	\$ 17,328.00	\$ 559,626.00	198.00	540.00	\$ 589,722.00
H2C	42.00	42.00	\$ 60,270.00	42.00	\$ 139,524.00	42.00	\$ 6,384.00	\$ 206,178.00	198.00	324.00	\$ 236,274.00
H2D	130.00	130.00	\$ 186,550.00	130.00	\$ 431,860.00	130.00	\$ 19,760.00	\$ 638,170.00	395.00	785.00	\$ 698,210.00
H3	240.00	240.00	\$ 344,400.00	240.00	\$ 797,280.00	240.00	\$ 36,480.00	\$ 1,178,160.00	493.00	1,213.00	\$ 1,253,096.00
H4	115.00	115.00	\$ 165,025.00	115.00	\$ 382,030.00	115.00	\$ 17,480.00	\$ 564,535.00	296.00	641.00	\$ 609,527.00
H5	139.00	139.00	\$ 199,465.00	139.00	\$ 461,758.00	139.00	\$ 21,128.00	\$ 682,351.00	296.00	713.00	\$ 727,343.00
R1A	159.00	159.00	\$ 228,165.00	159.00	\$ 528,198.00	159.00	\$ 24,168.00	\$ 780,531.00	296.00	773.00	\$ 825,523.00
R1B	80.00	80.00	\$ 114,800.00	80.00	\$ 265,760.00	80.00	\$ 12,160.00	\$ 392,720.00	198.00	438.00	\$ 422,816.00
R2A	72.00	72.00	\$ 103,320.00	72.00	\$ 239,184.00	72.00	\$ 10,944.00	\$ 353,448.00	198.00	414.00	\$ 383,544.00
R2B	78.00	78.00	\$ 111,930.00	78.00	\$ 259,116.00	78.00	\$ 11,856.00	\$ 382,902.00	198.00	432.00	\$ 412,998.00
R3	157.00	157.00	\$ 225,295.00	157.00	\$ 521,354.00	157.00	\$ 23,864.00	\$ 770,713.00	395.00	866.00	\$ 830,753.00
R4A	163.00	163.00	\$ 233,905.00	163.00	\$ 541,486.00	163.00	\$ 24,776.00	\$ 800,167.00	296.00	785.00	\$ 845,159.00
R5	134.00	134.00	\$ 192,290.00	134.00	\$ 445,148.00	134.00	\$ 20,368.00	\$ 657,806.00	296.00	698.00	\$ 702,798.00
R6	105.00	105.00	\$ 150,675.00	105.00	\$ 348,810.00	105.00	\$ 15,960.00	\$ 515,445.00	296.00	611.00	\$ 560,437.00
TOTAL	2,172.00	2,172.00	\$ 3,116,820.00	2,172.00	\$ 7,215,384.00	2,172.00	\$ 330,144.00	\$ 10,662,348.00	\$ 4,940.00	11,456.00	\$ 11,413,228.00



TOWN COMMISSION MEETING AGENDA ITEM TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Discussion - Developer's Disposal of Brush and Trees when Clearing Land for Development

AGENDA ITEM ID

2025-873

DEPARTMENT

Town Clerk

SUMMARY

STAFF RECOMMENDATION

Commission Discussion

FISCAL IMPACT

FUNDING SOURCE