

Seat 1 - Dean Barberree, Chairman Seat 2 - Kimberly Locher, Supervisor Seat 3 - Jon Roudabush, Supervisor Seat 4 - Andrew Bilardello, Supervisor Seat 5 - Don Levens, Vice Chairman

### Monthly Board Meetings are held at:

District Office Board Room 984 Old Mill Run The Villages, FL 32162 The Villages, Florida 32162

### **AGENDA**

April 11, 2019 9:30 AM

Notice to Public: Audience Comments on all issues will be received by the Board.

- 1. Call to Order
  - A. Roll Call
  - B. Pledge of Allegiance
  - C. Observation of Moment of Silence
  - D. Welcome Meeting Attendees
  - E. Audience Comments

### **CONSENT AGENDA:**

A motion to approve the Consent Agenda is a motion to approve all recommended actions. All matters on the Consent Agenda are considered routine and no discussion is required unless desired by a Board Supervisor or a Member of the Public.

- 2. Approval of the Minutes
  - Approval of the Minutes from the Meeting held on March 13, 2019
- 3. Right-of-Way Deed between Village Community Development District No. 12 and the City of Wildwood Approval of Right-of-Way Deeds with the City of Wildwood
- 4. Accept and Convey Common Tracts and Roadways VOSO Cade Villas
  - Acceptance of the Conveyance of the Common Tracts and Roadways and Join in the Dedication of those Common Tracts and Roadways for Villages of Southern Oaks Cade Villas and Adopting Resolution 19-34 finding certain services, maintenance and repair activities to be in the public interest and accepting the obligation to perform such activities.
- 5. Accept and Convey Common Tracts and Roadways VOSO Chase Villas Acceptance of the Conveyance of the Common Tracts and Roadways and Join in the Dedication of those Common Tracts and Roadways for Villages of Southern Oaks Chase Villas and Adopting Resolution 19-34 finding certain services, maintenance and repair activities to be in the public interest and
- 6. Accept and Convey the Common Tracts and Roadways VOSO Cliff Villas

accepting the obligation to perform such activities.

Acceptance of the Conveyance of the Common Tracts and Roadways and Join in the Dedication of those Common Tracts and Roadways for Villages of Southern Oaks Cliff Villas and Adopting Resolution 19-36 finding certain services, maintenance and repair activities to be in the public interest and

7. accepting the obligation to perform such activities Accept and Convey Common Tracis and Roadways VOSO Unit No. 39

Acceptance of the Conveyance of the Common Tracts and Roadways and Join in the Dedication of those Common Tracts and Roadways for Villages of Southern Oaks Unit No. 39 and Adopting Resolution 19-37 finding certain services, maintenance and repair activities to be in the public interest and accepting the obligation to perform such activities.

8. Accept and Convey Common Tracts and Roadways VOSO Unit No. 40

Acceptance of the Conveyance of the Common Tracts and Roadways and Join in the Dedication of those Common Tracts and Roadways for Villages of Southern Oaks Unit No. 40 and Adopting Resolution 19-38 finding certain services, maintenance and repair activities to be in the public interest and accepting the obligation to perform such activities.

9. Accept and Convey the Common Tracts and Roadways VOSO Unit No. 41

Acceptance of the Conveyance of the Common Tracts and Roadways and Join in the Dedication of those Common Tracts and Roadways for Villages of Southern Oaks Unit No. 41 and Adopting Resolution 19-39 finding certain services, maintenance and repair activities to be in the public interest and accepting the obligation to perform such activities.

10. Accept and Convey the Common Tracts and Roadways - VOSO Unit 36A

Acceptance of the Conveyance of the Common Tracts and Roadways and Join in the Dedication of those Common Tracts and Roadways for Villages of Southern Oaks Unit No. 36A and Adopting Resolution 19-40 finding certain services, maintenance and repair activities to be in the public interest and accepting the obligation to perform such activities.

### **NEW BUSINESS:**

11. Acceptance of Engagement for Legal Counsel

Acceptance of Engagement as Legal Counsel Agreement with Kevin M. Stone of Stone & Gerken, P.A.

- 12. Final Review of Board Operating Policies and Procedures
- 13. Adoption of Resolution 19-41 Development Agreement Southern Oaks

Adoption of Resolution 19-41 - Development Agreement Southern Oaks - To be provided

14. Long-term Investment Portfolio

Long-Term Investment Policy Update

15. Long-Term Investment Strategy

Approval of the USB Custody Agreement and Investment Advisory Agreement with PFM.

16. Adoption of Resolution 19-41

Adoption of Resolution 19-41 acknowledging consent to enumerated amendments to the Development Agreement between The Villages Land Company, LLC and the City of Wildwood, FL and providing an effective date.

### **OLD BUSINESS:**

Old Business Status Update
 Old Business Status Update - April 11, 2019

### **INFORMATIONAL ITEMS ONLY:**

Financial Statements
 Budget to Actual Statements as of February 28, 2019.

### **REPORTS AND INPUT:**

- 19. District Manager Reports
- 20. District Counsel Reports
- 21. Supervisor Comments
- 22. Adjourn

### HOSPITALITY \* STEWARDSHIP \* CREATIVITY \* HARD WORK

### **NOTICE**

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. Audio recordings of Board meetings, workshops or public hearings are available for purchase per Florida Statute 119.07 through the District Clerk for \$1.00 per CD requested. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (352) 751-3939 at least five calendar days prior to the meeting.



### **AGENDA REQUEST**

**TO:** Village Community Development District No. 12 Supervisors

**FROM:** Jennifer McQueary, District Clerk

**DATE:** 4/11/2019

**SUBJECT:** Approval of the Minutes

**ISSUE:**Approval of the Minutes from the Meeting held on March 13, 2019

**ANALYSIS/INFORMATION:** Staff requests approval of the Minutes for the Meeting held on March 13, 2019.

**STAFF RECOMMENDATION:** Staff recommends approval of the Minutes for the Meeting held on March 13, 2019.

**MOTION:** Motion to approve the Minutes for the Meeting held on March 13, 2019.

### **ATTACHMENTS:**

Description Type

**a** 3-13-19 Minutes Cover Memo

### MINUTES OF MEETING VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12

A Meeting of the Board of Supervisors of Village Community Development District No. 12 was held on Wednesday, March 13, 2019 at 2:00 p.m. in the District Office Large Conference Room, 984 Old Mill Run, The Villages Florida, 32162.

Board members present and constituting a quorum:

Dean Barberree Chairman
Don Levens Vice Chairman
Kimberly Locher Supervisor
Jon Roudabush Supervisor
Andrew Bilardello Supervisor

### Staff Present:

Richard Baier District Manager

Kenny Blocker Assistant District Manager

Valerie Fuchs District Counsel

Sam Wartinbee District Property Management Director

Barbara Kays Budget Director
Anne Hochsprung Finance Director

Brittany Wilson Director of Technology and Board Services

Jennifer McQueary District Clerk

Candice Harris Deputy District Clerk

### FIRST ORDER OF BUSINESS: Call to Order

### A. Roll Call

Chairman Barberree called the meeting to order at 2:02 p.m. and stated for the record that all Supervisors were present representing a quorum.

### B. Pledge of Allegiance

Chairman Barberree led the Pledge of Allegiance.

C. Observation of a Moment of Silence

The Board and residents observed a moment of silence for those who have served our Country and community.

### D. Welcome Meeting Attendees

The Board welcomed all those residents in attendance.

### E. Audience Comments

Kevin Mitchell, Delphina Loop, stated that he attended the February Board meeting and expressed concern about residents who are utilizing the green space behind their home as a park and dog park, which is chasing the wildlife away, and requested that signage or fencing be installed to keep people out of the green space area. Mr. Mitchell provided the Board with photographs supporting his concerns. Sam Wartinbee, District Property Management (DPM) Director, advised that following a review of the plats, the property being referenced, as well as 2572 Caruthers Path are open public areas and are not preserve areas. There are preserves within District 12 that are restricted to human access; however, the area being referenced is not one of those areas. Mr. Wartinbee encouraged the residents to contact Sumter County Animal Control or the City of Wildwood pertaining to concerns about animals running off-leash in the area. Mr. Baier advised that Staff will provide Mr. Mitchell with the language from the plat.

Paul Clark, Delphina Loop, advised that he resides next to Mr. Mitchell and would be in favor of regulating access to the area. Mr. Baier requested that the plat language be reviewed by District Counsel to determine if any action can be taken by the District.

A resident who resides along Caruthers Path advised that he attended the February Board meeting to express concern about residents accessing the park from the east side of Caruthers and along his property. The resident inquired if the fence could be extended along the property line to separate his personal property from the parking area. Mr. Wartinbee advised that he reviewed the location and stated there is an opening in the fence approximately 120 feet prior to the resident's property, which is where the pedestrian path begins to enter the park area. Mr. Wartinbee stated that he believes another sign will be installed to assist in advising what type of activities are allowed in the area. Fence installation along the boundary of private property has not been completed in the past, as the District does not have the ability to expend public funds to inure a benefit to a private party. Mr. Wartinbee stated that the resident could consider installing additional shrubbery at this location.

Donna Cole, Tenney Lane, inquired if an update is available pertaining to her concern addressed to the Board previously regarding the lack of plant material in the cul-de-sac located on Tenney Lane and along the fence line that backs up to CR 505. Mr. Wartinbee advised that the plant material in the cul-de-sac is newer and has not yet become established. Staff has confirmed that all the plant material included in the original pallet and design for the cul-de-sac is there and there are no plans to add or change any of the existing landscape. As it pertains to the resident's concerns regarding the plantings along CR 505, the portion of the road right-of-way does not fall under the District's purview.

Ms. Cole requested a copy of the cul-de-sac design plan which Staff advised they would provide.

### **CONSENT AGENDA:**

Chairman Barberree advised the Board that a motion to approve the Consent Agenda is a motion to approve all recommended actions. All matters on the Consent Agenda are considered routine and no discussion is required unless desired by a Board Supervisor or a member of the public.

On MOTION by Jon Roudabush, seconded by Don Levens, with all in favor, the Board took formal action on the following items included on the Consent Agenda: SECOND ORDER OF BUSINESS: Approval of the Minutes for the Board Meeting held on February 7, 2019.

THIRD ORDER OF BUINESS: Acceptance of the Quit Claim Deed from The Villages Land Company, LLC.

FOURTH ORDER OF BUSINESS: Approval of the Right-of-Way Deed with the City of Wildwood and authorized the Chairman/Vice Chairman to execute the document.

FIFTH ORDER OF BUSINESS: Acceptance and Conveyance of the Common Tracts and Roadways and Joined in the Dedication of those Common Tracts and Roadways of the following plat: Villages of Southern Oaks Unit No. 27 and authorize the Chairman or Vice Chairman to Execute the Mylar of the following plat: Villages of Southern Oaks Unit No. 27 and Adopted Resolution 19-33 finding certain services, maintenance and repair activities to be in the public interest and accepted the obligation to perform those services within VOSO Unit No. 27.

SIXTH ORDER OF BUSINESS: Approval of Amendment One to RFP #18P-014 Landscape and Irrigation Maintenance Agreement for District 12 Villas, Cul-De-Sacs, Basins and Roadways between Village Community Development District No. 12 and Cepra Landscape, LLC for an annual increase of \$169,391.15 for a total contract price of \$196,744.50 (\$16,395.38), authorize issuance of a Purchase Order and authorize the Chairman/Vice Chairman to execute Amendment One.

At this time Mr. Baier requested that the Seventh Order of Business: Discussion Item: Operating Policies and Procedures; the Eighth Order of Business: Long-Term Investment Strategy; the Ninth Order of Business: Long-Term Investment Portfolio and the Twelfth Order of Business: Adoption of Resolution 19-32 be pulled from today's agenda and advised that Staff will place these items on the April 11, 2019 agenda for Board consideration.

### **TENTH ORDER OF BUSINESS:** Adoption of Resolution 19-30

### A. Presentation of Resolution 19-30

Lee Clymer of Farner, Barley & Associates, the District's Engineer, advised that the Engineers Report addresses the public infrastructure that is necessary for the development of the District. Phase III of the District consists of a total of 15.68 gross acres and 59 various size building lots. The 2019 Bond issue will be utilized to finance a portion of the District's eligible construction and reimbursement costs, which consists of the items as described within Table 1 of the report. The Engineer's estimate of the total development is \$2,304,191.12, of which \$1,477,430.00 is anticipated to be funded by the 2019 bonds and the \$826,761.12 balance is to be funded by the Developer. With regards to the title and permitting, the City of Wildwood's comprehensive plan has been modified accordingly by the City of Wildwood and the Florida Department of Economic Opportunity. The Development has been rezoned by the City of Wildwood as an Age Restricted Development (ARD) and no other master plan, zoning or comprehensive approval will be needed in order for the District to proceed as currently contemplated. It is the Engineer's opinion that the project improvements are fair and reasonable and that the anticipated District funded improvements consist solely of assessable improvements within the meaning of Florida Statute Chapter 190, and benefit all of the assessable acreage in the Development.

Ms. Fuchs advised as information to the residents in attendance that today's public hearing is being held, as required by Florida Statute 170, to proceed with the process to levy and impose assessments in connection with the Development of Phase III of District 12.

Kevin Plenzer of Fishkind & Associates, the District's Economist, advised that the Board has been provided with the Assessment Report which outlines the estimated maximum assessments securing the repayment of the bonds. The principal assessment allocation identifies the maximum assessments to

be levied on the 59 properties, of which 27 designer homes will be constructed in Unit 30A and 32 designer homes will be constructed in Unit 36A. Mr. Plenzer reviewed the tables with the Board and requested any questions be addressed at this time.

B. Open Public Hearing to Receive Public Comment

Chairman Barberree opened the Public Hearing at 2:45 p.m.

On MOTION by Don Levens, seconded by Andrew Bilardello, with all in favor, the Board approved levying the Special Assessments Phase III for Village Community Development District No. 12.

C. Boards Acts as an Equalizing Board

At this time, Chairman Barberree requested public comment pertaining to the amount of the Special Assessments. No Comments from the Public were received.

D. Close Public Hearing

Hearing no further public input, the Chairman closed the Public Hearing at 2:46 p.m.

E. Adopt Resolution 19-30

On MOTION Kimberly Locher, seconded by Jon Roudabush, with all in favor, the Board adopted Resolution 19-30 authorizing the District improvements, equalizing, approving, confirming and levying special assessments for Village Community Development District, Phase III.

### **ELEVENTH ORDER OF BUSINESS:** Adoption of Resolution 19-29

Jennifer LaRocco of GrayRobinson/Nixon Peabody, Bond Counsel, advised that a final Commitment Letter has been received from Citizens First Bank (CFB) and it is requested that the Board adopt Resolution 19-29. Ms. LaRocco advised that there are several exhibits to Resolution 19-29 such as the Third Supplemental Trust Indenture, the Commitment Letter from CFB, Certificate of Purchaser and a Disclosure Letter.

On MOTION by Jon Roudabush, seconded by Andrew Bilardello, with all in favor, the Board adopted Resolution 19-29 authorizing the issuance of the Special Assessment Revenue Bond, Series 2019 in a principal amount, not to exceed \$1,785,000 for the principal purpose of acquiring and constructing public improvements and award the sale of such bond to Citizens first Bank, pursuant to

the Commitment Letter presented; approving the form of and authorizing the execution of the Third Supplemental Trust Indenture; approving U.S. Bank National Association as the Trustee; making certain findings, approving the form of said bond; authorizing certain officials of the District and others to take all actions required in connection with the issuance and providing for an effective date.

### THIRTEENTH ORDER OF BUSINESS: Old Business Status Update

All items on Old Business were previously addressed.

### **FOURTEENTH ORDER OF BUSINESS: Financial Statements**

The Financial Statements as of January 31, 2019 were provided as information to the Board.

### FIFTEENTH ORDER OF BUSINESS: Assessment Presentation

The Assessment Presentation for Villages of Southern Oaks (VOSO) Blake Villas, Unit Nos. 36, 37, 38 and 43 was provided as information.

### SIXTEENTH ORDER OF BUSINESS: District Manager Reports

A. Updated Resident Academy Flyer

Mr. Baier reviewed the upcoming Resident Academy dates and advised the Board that on-line registration for the upcoming 2019 Resident Academy session will begin on February 28, 2019.

B. Reminder: District Government Update Meeting

Mr. Baier provided a reminder regarding the District Government Update Meeting which will be held on Friday, April 5, 2019 from 9:00 a.m. to 11:00 a.m. at the Rohan Regional Recreation Center in the Colony Cottage and Laurel Manor Rooms.

### **SEVENTEENTH ORDER OF BUSINESS:** District Counsel Reports

A. Letter of Resignation

Ms. Fuchs provided the Board with a letter of resignation as Legal Counsel for the District effective April 4, 2019.

Mr. Baier thanked Ms. Fuchs for all her diligent efforts on behalf of District 12 and for the Districts she will continue to serve.

### **EIGHTEENTH ORDER OF BUSINESS: Supervisor Comments**

Supervisor Bilardello raised concerns about the ongoing parking issues near the Fenney Putt and Play and stated that vehicles continue to be parked along the roadway causing congestion and concerns for residents who reside in the area. Supervisor Bilardello stated that he believes there is something that should be done to alleviate the parking along the roadway. Mr. Baier stated that the enforcement of parking does not fall under the purview of the District, but advised that the City of Wildwood is developing an Ordinance to address street parking and the City of Wildwood Police Department has been handing out notices as well.

### NINTEENTH ORDER OF BUSINESS: Adjourn

The meeting was adjourned at 3:00 p.m.

On MOTION by Kimberly Locher, seconded by Andrew Bilardello, with all in favor, the Meeting was adjourned.

Richard J. Baier
Secretary

Dean Barberree
Chairman



### **AGENDA REQUEST**

**TO:** Village Community Development District No. 12 Supervisors

**FROM:** Sam Wartinbee, Director of District Property Management

**DATE:** 4/11/2019

**SUBJECT:** Right-of-Way Deed between Village Community Development District No.

12 and the City of Wildwood

### **ISSUE:**

Approval of Right-of-Way Deeds with the City of Wildwood

ANALYSIS/INFORMATION: The roadways contained within the Villages of Southern Oaks Unit 36, Unit 38, Unit 37, Unit 43, Unit 26 and Blake Villas have been accepted and conveyed by Village Community Development District No. 12 (the District) and recorded in the City of Wildwood plat books. At this time the District is granting the city of Wildwood a Right-of-Way Deed for those roadways contained within.

Following the two (2) year period that the City Engineer has certified completion of construction of the roadways depicted in the above referenced plats, the City of Wildwood shall perpetually maintain these roadways.

### **STAFF RECOMMENDATION:**

Staff recommends the Board approve the Right-of-Way Deed with the City of Wildwood and authorize the Chairman/Vice Chairman to execute the document.

### **MOTION:**

Motion to approve the Right-of-Way Deed with the City of Wildwood and authorize the Chairman/Vice Chairman to execute the document.

### **ATTACHMENTS:**

	Description	Type
D	QCD VLC to VCDD No. 12, Tract H Unit No. 38	Cover Memo
D	QCD VLC to VCDD No. 12, all tracts and roadways	Cover Memo
D	ROW Deed, VCDD No. 12 to Wildwood	Cover Memo

19.20 Z. 00 copy 21.20 pres

PREPARED BY/RETURN TO:

Erick D. Langenbrunner, Esq. 3619 Kiessel Road The Villages, Florida 32163 Inst:201960010127 Date:3/22/2019 Time:9:45 AM
Doc Stamp-Deed:0.7000
DC,Gloria R. Hayward,Sumter County Page 1 of 2 B:3540 P:788

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this \( \) day of \( \frac{1}{2019} \), by THE VILLAGES LAND COMPANY, LLC, a Florida limited liability company, whose post office address is 3619 Kiessel Road, The Villages, Florida 32163 ("Grantor"), to VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose post office address is 984 Old Mill Run, The Villages, Florida 32162 ("Grantee"):

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Sumter, State of Florida, to-wit:

Tract H of Villages of Southern Oaks Unit No. 38, per the Plat recorded in Plat Book 17, Pages 40, 40A through 40H, inclusive, Public Records of Sumter County, Florida.

Reserving therefrom unto Grantor and its assigns, and each of their successors, tenants and invitees, all easements, rights, and other privileges reserved by Grantor on the Plats referenced above (the "Plats"), and subject to all restrictions imposed against such lands on the Plats.

This Quitclaim Deed is given for the purpose of conforming the real property records of Sumter County to the Plat Book records.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee forever.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

THE VILLAGES LAND COMPANY, LLC, a Florida limited liability company

BY: TVL Company, LLC,

a Florida limited liability company

its Manage

By:

Martin L. Idzuro, Manager

### inst:201960010127 Date:3/22/2019 Time:9:45 AM Doc Stamp-Deed:0.7000

### STATE OF FLORIDA COUNTY OF SUMTER

Stamp-Deed:0.7000 \_\_\_DC,Gloria R. Hayward,Sumter County Page 2 of 2 B:3540 P:789

The foregoing instrument was acknowledged before me this \( \frac{\int}{\int} \) day of \( \frac{\int}{\int} \) day of \( \frac{\int}{\int} \) day of \( \frac{\int}{\int} \) 2019, by Martin L. Dzuro, as Manager of, and on behalf of TVL Company, LLC, a Florida limited liability company, the Manager of The Villages Land Company, LLC, a Florida limited liability company, who is personally known to me and who did not take an oath.

Notary Public – State of Florida Print Name: Vicki C. Suber

My Commission Expires:

My Commission Number:



21. 20 PREPARED BY/RETURN TO:

Erick D. Langenbrunner, Esq. 3619 Kiessel Road The Villages, Florida 32163 Inst:201960010126 Date:3/22/2019 Time:9:45 AM
Doc Stamp-Deed:0.7000
DC,Gloria R. Hayward,Sumter County Page 1 of 2 B:3540 P:786

### QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this day of MACO, 2019, by THE VILLAGES LAND COMPANY, LLC, a Florida limited liability company, whose post office address is 3619 Kiessel Road, The Villages, Florida 32163 ("Grantor"), to VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose post office address is 984 Old Mill Run, The Villages, Florida 32162 ("Grantee"):

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Sumter, State of Florida, to-wit:

All roadways and Tracts A and C of Villages of Southern Oaks Unit No. 36, per the Plat recorded in Plat Book 17, Pages 38, 38A through 38E, inclusive, Public Records of Sumter County, Florida.

All roadways and Tracts A, B, C, D and E of Villages of Southern Oaks Blake Villas, per the Plat recorded in Plat Book 17, Pages 39, 39A and 39B, inclusive, Public Records of Sumter County, Florida.

All roadways and Tracts B, C, D, E, F and I of Villages of Southern Oaks Unit No. 38, per the Plat recorded in Plat Book 17, Pages 40, 40A through 40H, inclusive, Public Records of Sumter County, Florida.

All roadways within Villages of Southern Oaks Unit No. 37, per the Plat recorded in Plat Book 17, Pages 41, 41A and 41B, inclusive, Public Records of Sumter County, Florida.

All roadways and Tracts A and B of Villages of Southern Oaks Unit No. 43, per the Plat recorded in Plat Book 17, Pages 42, 42A through 42E, inclusive, Public Records of Sumter County, Florida.

All roadways and Tracts A, B, C, D, E, F, G, H and I of Villages of Southern Oaks Unit No. 26, per the Plat recorded in Plat Book 17, Pages 43, 43A through 43E, inclusive, Public Records of Sumter County, Florida.

Reserving therefrom unto Grantor and its assigns, and each of their successors, tenants and invitees, all easements, rights, and other privileges reserved by Grantor on the Plats referenced above (the "Plats"), and subject to all restrictions imposed against such lands on the Plats.

This Quitclaim Deed is given for the purpose of conforming the real property records of Sumter County to the Plat Book records.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee forever.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

Print Name:

Vicki C. Suber

BY:

THE VILLAGES LAND COMPANY, LLC, a Florida limited liability company

BY:

TVL Company, LLC, a Florida limited liability company, its Manager

By:

By:

Martin II. Dzuro, Manager

STATE OF FLORIDA COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this day of work of 2019, by Martin L. Dzuro, as Manager of, and on behalf of TVL Company, LLC, a Florida limited liability company, the Manager of The Villages Land Company, LLC, a Florida limited liability company, who is personally known to me and who did not take an oath.

Notary Public – State of Florkla
Print Name: Vicki C. Suber
My Commission Expires:
My Commission Number:

#GG 004659

#GG 004659

#GG 004659

#GG 004659

#GG 004659

### This instrument prepared by:

Erick D. Langenbrunner, Esq. 3619 Kiessel Road The Villages, Florida 32163

### RETURN TO:

City of Wildwood 100 N. Main Street Wildwood, Florida 34785

### **RIGHT-OF-WAY DEED**

(Wherever the context so admits or requires, the terms "Grantor" and "Grantee" are used for singular and plural, and respectively refer to the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations)

**WITNESSETH**, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to the Grantee, its successors or assigns forever, the following described land, situate, lying and being in Sumter County, Florida, to wit:

All roadways within **Villages of Southern Oaks Unit No. 36**, per the Plat recorded in Plat Book 17, Pages 38, 38A through 38E, inclusive, Public Records of Sumter County, Florida.

All roadways within **Villages of Southern Oaks Blake Villas**, per the Plat recorded in Plat Book 17, Pages 39, 39A and 39B, inclusive, Public Records of Sumter County, Florida.

All roadways within **Villages of Southern Oaks Unit No. 38**, per the Plat recorded in Plat Book 17, Pages 40, 40A through 40H, inclusive, Public Records of Sumter County, Florida.

All roadways within **Villages of Southern Oaks Unit No. 37**, per the Plat recorded in Plat Book 17, Pages 41, 41A and 41B, inclusive, Public Records of Sumter County, Florida.

All roadways within **Villages of Southern Oaks Unit No. 43**, per the Plat recorded in Plat Book 17, Pages 42, 42A through 42E, inclusive, Public Records of Sumter County, Florida.

All roadways within **Villages of Southern Oaks Unit No. 26**, per the Plat recorded in Plat Book 17, Pages 43, 43A through 43E, inclusive, Public Records of Sumter County, Florida.

Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whosoever, reserving unto Grantor, its successors and assigns, perpetual easements under and upon the unpaved areas of such roadways.

GRANTEE, BY ACCEPTANCE OF THIS QUITCLAIM DEED, AGREES TO PERPETUALLY MAINTAIN THESE ROADWAYS BEGINNING ON THE DATE THAT IS TWO (2) YEARS AFTER THE DATE THAT THE CITY OF WILDWOOD ENGINEER HAS CERTIFIED THAT CONSTRUCTION OF SUCH ROADWAYS HAS BEEN COMPLETED.

**IN WITNESS WHEREOF**, the Grantor has signed and sealed these presents the day and year first above written.

ATTEST:	VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12
Richard J. Baier, District Manager	Dean Barberree, Chair, Board of Supervisors
STATE OF FLORIDA COUNTY OF SUMTER	
2019, by Dean Barberree as Chair of a	cknowledged before me this day of and on behalf of <b>Village Community Development District No</b> no is personally known to me and who did not take an oath.
Notary Public – State of Florida Print Name:	
Commission Number:	
Commission Expires:	



### **AGENDA REQUEST**

**TO:** Village Community Development District No. 12 Supervisors

**FROM:** Richard J. Baier, District Manager

**DATE:** 4/11/2019

SUBJECT: Accept and Convey Common Tracts and Roadways VOSO Cade Villas

### **ISSUE:**

Acceptance of the Conveyance of the Common Tracts and Roadways and Join in the Dedication of those Common Tracts and Roadways for Villages of Southern Oaks Cade Villas and Adopting Resolution 19-34 finding certain services, maintenance and repair activities to be in the public interest and accepting the obligation to perform such activities.

### **ANALYSIS/INFORMATION:**

Farner-Barley and Associates, Inc. has provided the Record Plats for Villages of Southern Oaks (VOSO) Cade Villas which will be submitted to Sumter County for approval and acceptance. Approval of the plat provides for the acceptance of the conveyance of certain tracts and roads, the subsequent dedication of the tracts and roads to the entities listed on the plats and other rights and conditions set forth in the dedication. The plat also provides for the District's obligations within VOSO Cade Villas as certain services, maintenance and repair activities are in the public interest and accept the obligation to perform those services within VOSO Cade Villas.

### **STAFF RECOMMENDATION:**

Staff recommends the Board Accept the Conveyance of the Common Tracts and Roadways and Join in the Dedication of those Common Tracts and Roadways on the following plat: Villages of Southern Oaks Cade Villas and authorize the Chairman or Vice Chairman to Execute the Mylar of the following plat: Villages of Southern Oaks Cade Villas and Adopting Resolution 19-34 finding certain services, maintenance and repair activities to be in the public interest and accept the obligation to perform those services within Villages of Southern Oaks Cade Villas.

### **MOTION:**

Request the Board Accept and Convey the Common Tracts and Roadways and Join in the Dedication of those Common Tracts and Roadways on the following plat: Villages of Southern Oaks Cade Villas and authorize the Chairman or Vice Chairman to Execute the Mylar of the following plat: Villages of Southern Oaks Cade Villas and Adopting Resolution 19-34 finding certain services, maintenance and repair activities to be in the public interest and accept the obligation to perform those services within VOSO Cade Villas.

### **ATTACHMENTS:**

Description

**D** Resolution 19-34

**D** Cade Villas

Type

Cover Memo Cover Memo

### **RESOLUTION NO. 19-34**

A RESOLUTION OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12 FINDING THAT THE PERFORMANCE OF CERTAIN SERVICES IS FOR A PUBLIC PURPOSE AND IS WITHIN THE BEST INTEREST OF THE DISTRICT; ACCEPTING THE OBLIGATION TO PERFORM SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** Village Community Development District No. 12, formerly known as Wildwood Springs Community Development District (the "<u>District</u>"), is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("<u>Uniform Act</u>"), by the City of Wildwood, Florida by passage of Ordinance No. 02011-09 ("Ordinance"); and

**WHEREAS,** pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and perform services related thereto, including, but not limited to, roads, drainage collection, water management systems, bridges, water supply and distribution systems, wastewater and reuse systems, and security features; and

**WHEREAS,** The Villages Land Company, LLC (the "<u>Developer</u>") is the developer of that land located within the District to be known as Villages of Southern Oaks Cade Villas (the "<u>Subdivision</u>"), pursuant to the plat presently before the District for approval, and Developer has requested that the District agree to perform the following services in connection with the Subdivision and as set forth on the Subdivision plat (collectively, the "<u>Services</u>"):

- (a) Maintenance and repair of areas owned by the District or dedicated to the use and enjoyment of the residents of the District, the Subdivision, or the public;
- (b) Pay for the cost of water and sewer provided by South Sumter Utility Company, LLC, or its assigns, together with the cost of garbage, electrical, lighting, telephone, gas and other necessary utility service for areas owned by the District or dedicated to the use and enjoyment of the residents of the District, Subdivision, or the public;
- (c) Maintenance and repair of the storm water runoff drainage system including drainage easements and drain pipes not maintained by Southeast Wildwood Water Conservation Authority, LLC, or its assigns, or the City of Wildwood;
- (d) Maintenance and repair to the top and exterior of the walls and/or fences located on or abutting Tracts A, B and C of the Subdivision; and

(e) Maintenance and repair, including structural repair, of the walls and/or fences located on or abutting Tracts D, E and F of the Subdivision.

**WHEREAS,** the District is authorized by the Act to perform the Services, performance of said Services is for a public purpose, and it is in the District's best interest for the District to perform the Services; and

WHEREAS, because of the foregoing, the District desires to perform the Services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12 (THE "BOARD"), THAT:

**SECTION 1.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2.** The District finds it serves a public purpose and is within the residents' best interest to perform the Services.

**SECTION 3.** This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this	day of, 2019.
ATTEST:	VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12
Richard J. Baier, District Manager	Dean Barberree Chair, Board of Supervisors

# VILLAGES OF SOUTHERN OAKS

SHEET 1 OF 2

CADE VILLAS

SECTION 29, TOWNSHIP 19 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND A PARTIAL REPLAT OF WILDWOOD RANCH, RECORDED IN PLAT BOOK 3, PAGES 29A AND 29B, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

## LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, AND ALSO WITHIN A PORTION OF WILDWOOD RANCH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 29A AND 29B, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF TRACT "C", VILLAGES OF SOUTHERN OAKS UNIT NO. 24 AS RECORDED IN PLAT BOOK 17, PAGES 34, 34A THROUGH 34D, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG SAID RECORDED PLAT THE FOLLOWING THREE (3) COURSES: S00°21'01"W, 292.38 FEET; THENCE S89°38'52"E, 6.93 FEET; THENCE S00°21'08"W. 20.00 FEET: THENCE DEPARTING SAID PLATTED BOUNDARY RUN N89°38'52"W. ALONG THE SOUTH LINE OF LOT 13, BLOCK "F" OF AFORESAID WILDWOOD RANCH A DISTANCE OF 639.93 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE ALONG THE WEST LINE OF BLOCK "F" RUN NOO"21"O1"E, 536.00 FEET; THENCE DEPARTING SAID WEST LINE RUN \$89'38'52"E, 503.60 FEET; THENCE N63'20'05"E, 178.68 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY OF MARSH BEND TRAIL AS RECORDED IN VILLAGES OF SOUTHERN OAKS UNIT NO. 25 PER PLAT BOOK 17, PAGES 35, 35A THROUGH 35E, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID SOUTHWESTERLY RIGHT OF WAY AND SAID RECORDED PLAT THE FOLLOWING TWO (2) COURSES: S45"19"15"E. 69.40 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 578.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19'24'02", AN ARC DISTANCE OF 195.88 FEET TO THE NORTHEAST CORNER OF AFORESAID TRACT "C", VILLAGES OF SOUTHERN OAKS UNIT NO. 24; THENCE ALONG THE NORTH LINE OF TRACT "C" THE FOLLOWING TWO (2) COURSES: S64'04'46"W, 25.00 FEET; THENCE S63'20'05"W, 192.52 FEET TO THE POINT OF

CONTAINING 8.68 ACRES, MORE OR LESS.

# VILLAGES OF SOUTHERN OAKS CADE VILLAS CONVEYANCE AND GRANT OF EASEMENTS TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES LAND COMPANY, LLC, (THE DEVELOPER) IN TRACTS "A", "B", "C", "D", "E" AND "F" AND THE ROADWAYS SHOWN ON THIS PLAT OF VILLAGES OF SOUTHERN OAKS CADE VILLAS, IS HEREBY SOLD, CONVEYED AND SET OVER TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12 (THE DISTRICT): (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, ENJOYMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES; AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACTS AND ROADWAYS (INCLUDING, WITHOUT LIMITATION. ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

THE DEVELOPER ALSO GRANTS TO THE DISTRICT NON-EXCLUSIVE, PERPETUAL EASEMENTS OVER, ACROSS AND UPON ANY SPECIAL EASEMENTS SHOWN HEREON FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES LOCATED THEREIN.

THE DISTRICT, BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN THE TRACTS LISTED ABOVE, INCLUDING ALL IMPROVEMENTS CONSTRUCTED THEREON AND DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS PERPETUALLY. AND MAINTAIN THE ROADWAYS AND DRAINAGE FEATURES LYING WITHIN SUCH ROADWAYS FOR TWO YEARS AFTER THE CITY ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED.

> THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY

> > SEAL

BY: TVL COMPANY, LLC,

A FLORIDA LIMITED LIABILITY COMPANY, ITS MANAGER SIGNATURE MARTIN L. DZURO, MANAGER PRINT NAME SIGNATURE PRINT NAME STATE OF FLORIDA

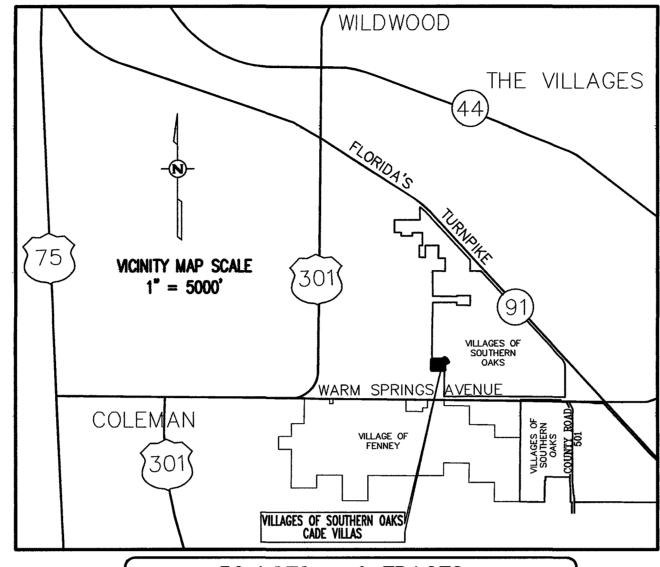
COUNTY OF SUMTER

WITNESSES AS TO ALL

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS\_\_\_\_\_ DAY OF\_ 2019, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC - STATE OF FLORIDA PRINT NAME: COMMISSION NO .: COMMISSION EXPIRES

PREPARED BY: 4450 N.E. 83rd ROAD A WILDWOOD, FL 34785 (352) 748-3126



50 LOTS - 6 TRACTS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

1.) BEARINGS ARE BASED ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 23 EAST AS BEING NO0'29'26"E.

2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FÓR THE CONSTRUCTION. INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED. HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE GAS. OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC. TELEPHONE GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE

3.) ALL DISTANCES SHOWN ARE IN FEET.

4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER

5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF

6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RÉCORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.

7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE RÉQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

8.) TRACTS "B" AND "C" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN

9.) TRACTS "A", "D", "E" AND "F" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER, NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S

10.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC: (B) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY SOUTH SUMTER UTILITY COMPANY, LLC, OR ITS ASSIGNS, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, SUBDIVISION, OR THE PUBLIC; (C) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, OR ITS ASSIGNS, OR THE CITY OF WILDWOOD; (D) MAINTENANCE AND REPAIR TO THE TOP AND EXTERIOR OF THE WALLS AND/OR FENCES LOCATED ON OR ABUTTING TRACTS A. B AND C OF THE SUBDIVISION: AND (E) MAINTENANCE AND REPAIR. INCLUDING STRUCTURAL REPAIR, OF THE WALLS AND/OR FENCES LOCATED ON OR ABUTTING TRACTS D, E AND F OF

11.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

	COUNTY OF SUMTER
THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE PROJECT REVIEW COMMITTEE OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA AND WAS APPROVED BY THE BOARD FOR RECORD ON THIS DAY OF, 2019.  ATTEST:	THE FOREGOING INSTRUMENT WAS ACTUAL DAY OF
MELANIE D. PEAVY	PRINT NAME:S  TYPE OF IDENTIFICATION PRODUCED:
THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE COMMISSION OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND WAS APPROVED BY THE COMMISSION FOR RECORD ON THIS DAY OF, 2019.	CERTIFICATE  I HEREBY CERTIFY THAT THIS PLAT CADE VILLAS, WAS PREPARED UNDER AND THAT THE PERMANENT REFEREN WERE PLACED ON THE DAY OF CERTIFY THAT THIS PLAT COMPLIES
CASSANDRA SMITH ED WOLF CITY CLERK MAYOR  THIS CERTIFIES THAT THIS BLAT WAS PRESENTED TO THE ATTORNEY	177, FLORIDA STATUTES.  FARNER, BARLEY & ASSOCIATES, INC. 4450 N.E. 83rd ROAD

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE ATTORNEY FOR THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND APPROVED BY HIM OR HER AS TO FORM AND LEGALITY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

> ASHLEY HUNT CITY OF WILDWOOD, ATTORNEY

DEVELOPMENT SERVICES DIRECTOR MELANIE D. PEAVY

PUBLIC WORKS DIRECTOR JEREMY HOCKENBURY

CITY ENGINEER KIMLEY HORN AND ASSOCIATES GENE LOSITO, P.E.

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES LAND COMPANY, LL (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF SOUTHERN OAKS CADE VILLAS, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF WILDWOOD AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C", "D", "E" AND "F" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12.

WITNESSES: THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY BY: TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY ITS MANAGER SIGNATURE

DISTRICT NO. 12

MARTIN L. DZURO, MANAGER PRINT NAME (2)\_ SIGNATURE

PRINT NAME WITNESSES: VILLAGE COMMUNITY DEVELOPMENT

SIGNATURE SIGNATURE

PRINT NAME DEAN BARBERREE, CHAIRMAN SIGNATURE

STATE OF FLORIDA

COUNTY OF SUMTER

PRINT NAME

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS\_ 2019, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN

OTARY PUBLIC - STATE OF FLORIDA	SEAL	
RINT NAME: COMMISSION NO.: COMMISSION EXPIRES:		

TE OF FLORIDA INTY OF SUMTER

> FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_, 20\_\_\_\_\_, BY\_\_\_

MUNITY DEVELOPMENT DISTRICT NO. 12, ON BEHALF OF THE RICT, AND DID NOT TAKE AN OATH.

SEAL ARY PUBLIC - STATE OF FLORIDA SERIAL / COMM. NO.

# CERTIFICATE OF SURVEYOR

PERSONALLY KNOWN

SEAL

EREBY CERTIFY THAT THIS PLAT OF VILLAGES OF SOUTHERN OAKS DE VILLAS, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; THAT THE PERMANENT REFERENCE MONUMENTS AS SHOWN THEREON RE PLACED ON THE  $\_\_\_$  DAY OF  $\_$ RTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER , FLORIDA STATUTES.

NER, BARLEY & ASSOCIATES, INC. N.E. 83rd ROAD WILDWOOD, FLORIDA 34785 LICENSED BUSINESS NO. 4709

KAYE M. JAMESON	5040	DATE
REGISTRATION NO. 5	5912	

CERTIFICATE OF CLERK I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND THAT

IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND WAS FILED FOR RECORD ON\_ 20\_\_\_\_,AT\_\_\_\_\_\_ FILE NUMBER \_\_\_ PLAT BOOK \_\_\_\_\_PAGE \_

CLERK OF THE COURT IN AND FOR SUMTER COUNTY, FLORIDA

SEAL PRINT NAME **SIGNATURE** DEPUTY CLERK DEPUTY CLERK

# REVIEWING SURVEYOR'S CERTIFICATE

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HEREBY CERTIFY THAT I HAVE PERFORMED A REVIEW OF THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES AND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER: PROVIDED, HOWEVER, THAT MY REVIEW AND CERTIFICATION DOES NOT INCLUDE FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS SHOWN ON THIS PLAT. SEAL

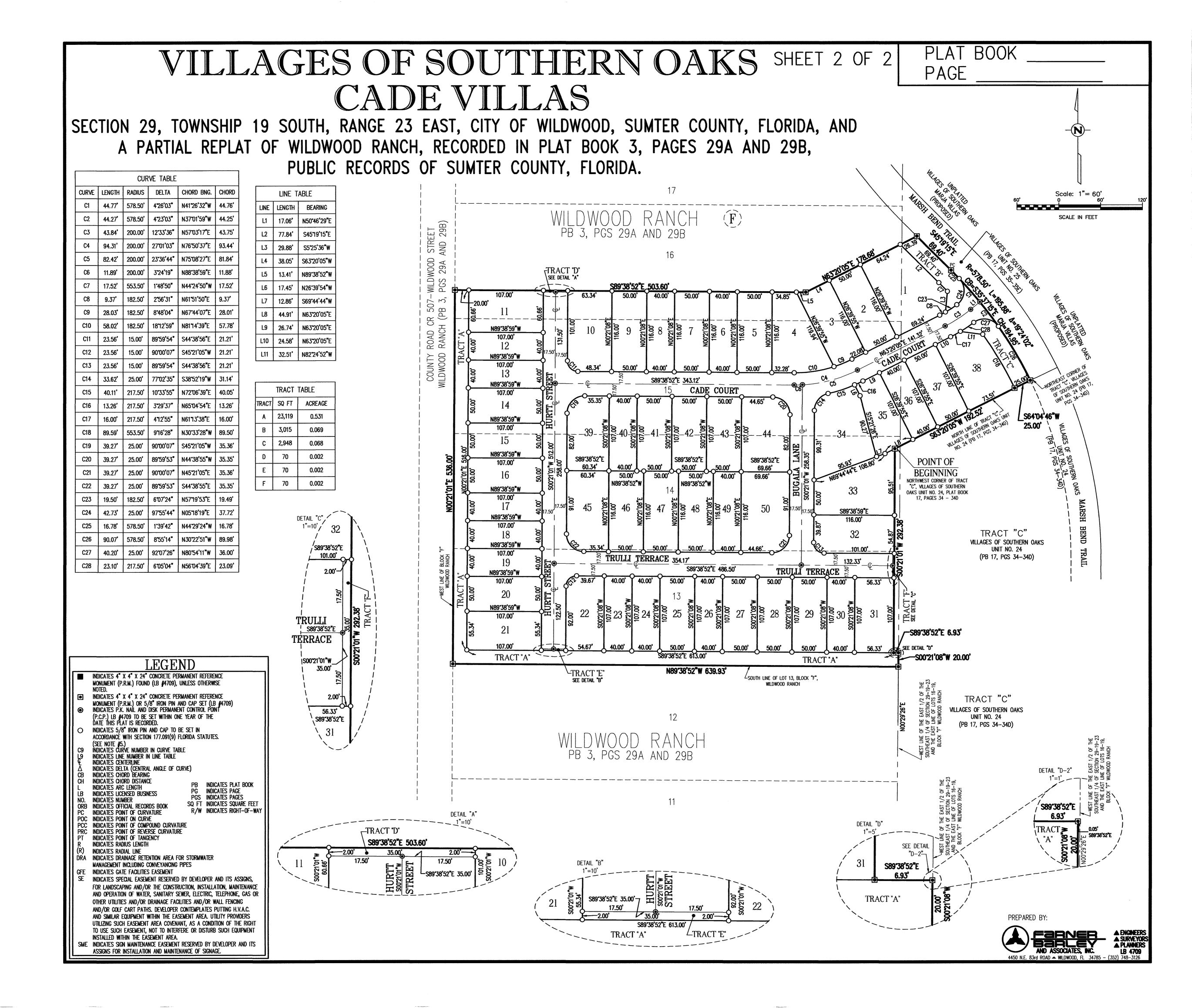
DATE

SIGNATURE

RONALD W. HERR, P.L.S.

WADE SURVEYING, INC.

REGISTRATION NO.





### AGENDA REQUEST

**TO:** Village Community Development District No. 12 Supervisors

**FROM:** Richard J. Baier, District Manager

**DATE:** 4/11/2019

SUBJECT: Accept and Convey Common Tracts and Roadways VOSO Chase Villas

### **ISSUE:**

Acceptance of the Conveyance of the Common Tracts and Roadways and Join in the Dedication of those Common Tracts and Roadways for Villages of Southern Oaks Chase Villas and Adopting Resolution 19-34 finding certain services, maintenance and repair activities to be in the public interest and accepting the obligation to perform such activities.

ANALYSIS/INFORMATION: Farner-Barley and Associates, Inc. has provided the Record Plats for Villages of Southern Oaks (VOSO) Chase Villas which will be submitted to Sumter County for approval and acceptance. Approval of the plat provides for the acceptance of the conveyance of certain tracts and roads, the subsequent dedication of the tracts and roads to the entities listed on the plats and other rights and conditions set forth in the dedication. The plat also provides for the District's obligations within VOSO Chase Villas as certain services, maintenance and repair activities are in the public interest and accept the obligation to perform those services within VOSO Chase Villas.

### STAFF RECOMMENDATION:

Staff recommends the Board Accept the Conveyance of the Common Tracts and Roadways and Join in the Dedication of those Common Tracts and Roadways on the following plat: Villages of Southern Oaks Chase Villas and authorize the Chairman or Vice Chairman to Execute the Mylar of the following plat: Villages of Southern Oaks Chase Villas and Adopting Resolution 19-34 finding certain services, maintenance and repair activities to be in the public interest and accept the obligation to perform those services within Villages of Southern Oaks Chase Villas.

MOTION: Request the Board Accept and Convey the Common Tracts and Roadways and Join in the Dedication of those Common Tracts and Roadways on the following plat: Villages of Southern Oaks Chase Villas and authorize the Chairman or Vice Chairman to Execute the Mylar of the following plat: Villages of Southern Oaks Chase Villas and Adopting Resolution 19-34 finding certain services, maintenance and repair activities to be in the public interest and accept the obligation to perform those services within VOSO Chase Villas.

### **ATTACHMENTS:**

Description

**n** Resolution 19-35

**D** VOSO Chase Villas

Type

Cover Memo

Cover Memo

### **RESOLUTION NO. 19-35**

A RESOLUTION OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12 FINDING THAT THE PERFORMANCE OF CERTAIN SERVICES IS FOR A PUBLIC PURPOSE AND IS WITHIN THE BEST INTEREST OF THE DISTRICT; ACCEPTING THE OBLIGATION TO PERFORM SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** Village Community Development District No. 12, formerly known as Wildwood Springs Community Development District (the "<u>District</u>"), is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("<u>Uniform Act</u>"), by the City of Wildwood, Florida by passage of Ordinance No. 02011-09 ("<u>Ordinance</u>"); and

**WHEREAS,** pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and perform services related thereto, including, but not limited to, roads, drainage collection, water management systems, bridges, water supply and distribution systems, wastewater and reuse systems, and security features; and

**WHEREAS,** The Villages Land Company, LLC (the "<u>Developer</u>") is the developer of that land located within the District to be known as Villages of Southern Oaks Chase Villas (the "<u>Subdivision</u>"), pursuant to the plat presently before the District for approval, and Developer has requested that the District agree to perform the following services in connection with the Subdivision and as set forth on the Subdivision plat (collectively, the "<u>Services</u>"):

- (a) Maintenance and repair of areas owned by the District or dedicated to the use and enjoyment of the residents of the District, the Subdivision, or the public;
- (b) Pay for the cost of water and sewer provided by South Sumter Utility Company, LLC, or its assigns, together with the cost of garbage, electrical, lighting, telephone, gas and other necessary utility service for areas owned by the District or dedicated to the use and enjoyment of the residents of the District, Subdivision, or the public;
- (c) Maintenance and repair of the storm water runoff drainage system including drainage easements and drain pipes not maintained by Southeast Wildwood Water Conservation Authority, LLC, or its assigns, or the City of Wildwood; and
- (d) Maintenance and repair, including structural repair, to the walls and/or fences located on or adjacent to Tracts C, D and E of the Subdivision.

**WHEREAS,** the District is authorized by the Act to perform the Services, performance of said Services is for a public purpose, and it is in the District's best interest for the District to perform the Services; and

WHEREAS, because of the foregoing, the District desires to perform the Services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12 (THE "BOARD"), THAT:

**SECTION 1.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2.** The District finds it serves a public purpose and is within the residents' best interest to perform the Services.

**SECTION 3.** This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this	day of, 2019.
ATTEST:	VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12
Richard J. Baier, District Manager	Dean Barberree Chair, Board of Supervisors

# VILLAGES OF SOUTHERN OAKS CHASE VILLAS

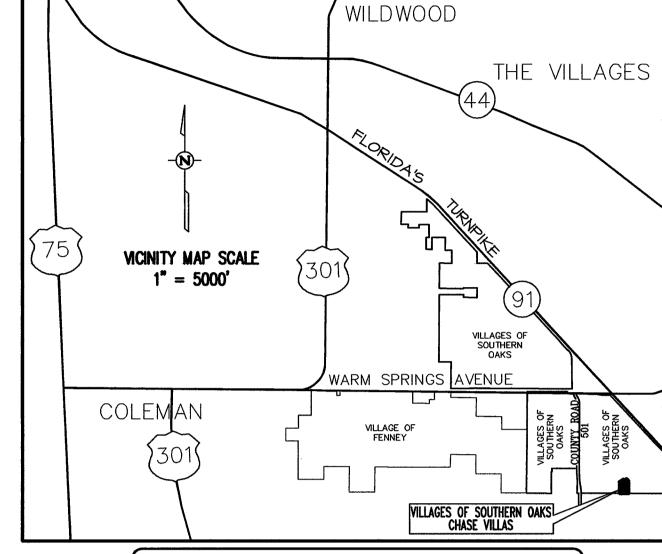
SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

## LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 34; THENCE RUN N89'51'17"W ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 8.41 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE N89°51'17"W ALONG SAID SOUTH LINE, 422.00 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NO0'08'43"E, 549.91 FEET; THENCE N27'55'31"W, 55.55 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 925.00 FEET AND A CHORD BEARING AND DISTANCE OF N55°16'54"E, 218.83 FEET TO WHICH A RADIAL LINE BEARS S27'55'31"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13"35"10", AN ARC DISTANCE OF 219.34 FEET; THENCE ALONG A NON-TANGENT LINE RUN S38'55'02"E, 92.29 FEET; THENCE N47°34'58"E, 164.18 FEET; THENCE S42°25'02"E, 123.00 FEET; THENCE S03°14'51"E, 106.67 FEET; THENCE S00°08'43"W, 566.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.71 ACRES. MORE OR LESS.



# 56 LOTS - 5 TRACTS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

1.) BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST AS BEING N89'51'17"W.

SHEET 1 OF 2

2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC. TELEPHONE GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC. TELEPHONE GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE

3.) ALL DISTANCES SHOWN ARE IN FEET.

4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.

5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.

6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.

7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE RÉQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

8.) TRACTS "A" AND "B", ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN

9.) TRACTS "C", "D" AND "E" ARE FOR ANY PURPOSES PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY THE DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.

10.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (B) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY SOUTH SUMTER UTILITY COMPANY, LLC, OR ITS ASSIGNS, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, SUBDIVISION, OR THE PUBLIC: (C) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, OR ITS ASSIGNS, OR THE CITY OF WILDWOOD; AND (D) MAINTENANCE AND REPAIR, INCLUDING STRUCTURAL REPAIR, TO THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACTS C, D AND E OF THE SUBDIVISION

CERTIFICATE OF APPROVAL BY CITY OFFICIALS

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE PROJECT

FLORIDA AND WAS APPROVED BY THE BOARD FOR RECORD ON THIS

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE COMMISSION

ED WOLF

ASHLEY HUNT

CITY OF WILDWOOD, ATTORNEY

PUBLIC WORKS DIRECTOR

KIMLEY HORN AND ASSOCIATES

JEREMY HOCKENBURY

CITY ENGINEER

GENE LOSITO, P.E.

MAYOR

OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND WAS

APPROVED BY THE COMMISSION FOR RECORD ON THIS \_\_\_\_ DAY OF

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE ATTORNEY

FOR THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND

APPROVED BY HIM OR HER AS TO FORM AND LEGALITY ON THIS

REVIEW COMMITTEE OF THE CITY OF WILDWOOD, SUMTER COUNTY,

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

PROJECT REVIEW COMMITTEE COORDINATOR

\_\_\_\_\_ DAY OF \_\_\_\_\_\_, 2019.

DEVELOPMENT SERVICES DIRECTOR

MELANIE D. PEAVY

\_\_\_, 2019.

MELANIE D. PEAVY

CASSANDRA SMITH

CITY CLERK

11.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES LAND COMPANY. LI (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF SOUTHERN OAKS CHASE VILLAS, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF WILDWOOD AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C", "D" AND "E" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12.

WITNESSES:

THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY BY: TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY. ITS MANAGER

SIGNATURE

MARTIN L. DZURO, MANAGER

SIGNATURE PRINT NAME

PRINT NAME

WITNESSES:

VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12

SIGNATURE PRINT NAME

SIGNATURE

SIGNATURE

PRINT NAME

DEAN BARBERREE, CHAIRMAN

STATE OF FLORIDA

COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS... 2019. BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN

OTARY	PUBLIC	_	STATE	OF	FLORIDA

DISTRICT, AND DID NOT TAKE AN OATH.

COMMISSION EXPIRES:

COMMISSION NO .:

PRINT NAME:

STATE OF FLORIDA COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS...

DAY OF\_\_\_\_\_\_ 20\_\_\_\_, BY\_\_\_ THE\_\_ COMMUNITY DEVELOPMENT DISTRICT NO. 12, ON BEHALF OF THE

SEAL NOTARY PUBLIC - STATE OF FLORIDA

PRINT NAME: SERIAL / COMM. NO.

TYPE OF IDENTIFICATION PRODUCED: PERSONALLY KNOWN

# CERTIFICATE OF SURVEYOR

HEREBY CERTIFY THAT THIS PLAT OF VILLAGES OF SOUTHERN OAKS CHASE VILLAS, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; AND THAT THE PERMANENT REFERENCE MONUMENTS AS SHOWN THEREON WERE PLACED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019; I FURTHE CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

FARNER, BARLEY & ASSOCIATES, INC. 4450 N.E. 83rd ROAD WILDWOOD, FLORIDA 34785 LICENSED BUSINESS NO. 4709

DATE KAYE M. JAMESON REGISTRATION NO. 5912

CERTIFICATE OF CLERK

SEAL

SEAL

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND WAS FILED FOR RECORD ON\_ 20\_\_\_\_,AT\_\_\_\_\_\_ FILE NUMBER \_\_\_\_

CLERK OF THE COURT IN AND FOR SUMTER COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_PAGE \_

PRINT NAME SIGNATURE DEPUTY CLERK DEPUTY CLERK

# VILLAGES OF SOUTHERN OAKS CHASE VILLAS CONVEYANCE AND GRANT OF EASEMENTS TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES LAND COMPANY, LLC, (THE DEVELOPER) IN TRACTS "A", "B", "C", "D" AND "E" AND THE ROADWAYS SHOWN ON THIS PLAT OF VILLAGES OF SOUTHERN OAKS CHASE VILLAS, IS HEREBY SOLD, CONVEYED AND SET OVER TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12 (THE DISTRICT): (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES. POTABLE WATER. SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT. GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, ENJOYMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES: AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACTS AND ROADWAYS (INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

THE DEVELOPER ALSO GRANTS TO THE DISTRICT NON-EXCLUSIVE, PERPETUAL EASEMENTS OVER. ACROSS AND UPON ANY SPECIAL EASEMENTS SHOWN HEREON FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES LOCATED THEREIN.

THE DISTRICT, BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN THE TRACTS LISTED ABOVE. INCLUDING ALL IMPROVEMENTS CONSTRUCTED THEREON AND DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS PERPETUALLY, AND MAINTAIN THE ROADWAYS AND DRAINAGE FEATURES LYING WITHIN SUCH ROADWAYS FOR TWO YEARS AFTER THE CITY ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED.

WITNESSES AS TO ALL

THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY BY: TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS MANAGER

SIGNATURE PRINT NAME

MARTIN L. DZURO, MANAGER

PRINT NAME

SIGNATURE

STATE OF FLORIDA COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS\_\_\_\_\_\_DAY OF\_ 2019. BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC - STATE OF FLORIDA PRINT NAME: COMMISSION NO .:

SEAL

PREPARED BY:

COMMISSION EXPIRES:



# REVIEWING SURVEYOR'S CERTIFICATE

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HEREBY CERTIFY THAT I HAVE PERFORMED A REVIEW OF THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES AND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED, HOWEVER, THAT MY REVIEW AND CERTIFICATION DOES NOT INCLUDE FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

SIGNATURE DATE

RONALD W. HERR, P.L.S.

WADE SURVEYING, INC.

REGISTRATION NO.

SEAL

# VILLAGES OF SOUTHERN OAKS SHEET 2 OF 2 CHASE VILLAS

PLAT BOOK \_\_\_\_\_PAGE \_\_\_\_

CURVE	LENOTH				
	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	103.10	150.00	39°22'49"	N19'32'42"W	101.08
C2	39.00'	89.00'	25*06'30"	N77°35'28"E	38.69'
C3	82.75	42.50'	111°33'48"	N5910'53"W	70.29
C4	33.10'	42.50'	44*37'48"	S87°21'07"W	32.27'
C5 .	49.65	42.50'	66*56'00"	N36*51'59"W	46.87
C6	17.05	35.00'	27*54'57"	S33°37'29"W	16.88'
C7	5.51'	89.00'	3°32'42"	N01°37'38"W	5.51'
C8	78.05	925.00'	4*50'05"	N59°39'27"E	78.03
C9	36.62	925.00'	216'05"	N56*06'22"E	36.61
C10	36.93	925.00'	277'16"	N53*49'41"E	36.93'
C11	67.73	925.00	4"11'44"	N50°35'11"E	67.72'
C12	99.74'	945.00'	6°02'50"	N59°03'04"E	99.69'
C13	31.20'	20.00'	89°23'37"	N78°03'47"W	28.13'
C14	0.89'	20.00'	2*32'48"	N32°05'35"W	0.89'
C15	71.61'	132.50°	30.57.54"	N15°20'14"W	70.74
C16	23.56'	15.00'	90'00'00"	N45°08'43"E	21.21
C17	23.56	15.00'	90,00,00,	N44°51'17"W	21.21
C18	30.81	106.50	16*34'35"	N08°08'35"W	30.70'
C19	25.94'	106.50	13*57'12"	N23°24'28"W	25.87'
C20	20.41	15.00'	77'58'02"	S08*35'57"W	18.87
C21	53.11'	71.50'	42*33'45"	N68*51'50"E	51.90'
C22	35.93	25.00'	82*21'04"	S48*40'45"E	32.92'
C23	26.36'	167.50°	9*01'00"	N12'00'43"W	26.33'
C24	45.27	167.50 <b>'</b>	15*29'08"	N24°15'47"W	45.13'
C25	1.47'	167.50°	0°30'09"	N32°15'26"W	1.47'
C26	29.74	20.00'	85°11'33"	S10°05'16"W	27.07
C27	88.35	945.00'	5°21'25"	N51°13'19"E	88.32'
C28	39.27'	25.00'	90°00'00"	S45°08'43"W	35.36'
C29	39.27	25.00'	90°00'00"	S44*51'17"E	35.36'
C30	39.27'	25.00'	90'00'00"	N45°08'43"E	35.36'
C31 •	4.42'	71.50'	3°32'42"	N01°37'38"W	4.42'
C32	48.68'	25.00'	111°33'48"	N59°10'53"W	41.35

	LEGEND				
	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.				
•	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE				
•	MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709) INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT				
	(P.C.P.) LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.				
0	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN				
	ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #5.)				
C9	INDICATES CURVE NUMBER IN CURVE TABLE INDICATES LINE NUMBER IN LINE TABLE				
S S S S S S S S S S S S S S S S S S S	INDICATES CENTERLINE				
Δ CB	INDICATES DELTA (CENTRAL ANGLE OF CURVE) INDICATES CHORD BEARING				
CH	INDICATES CHORD DISTANCE PR INDICATES PLAT ROOK				
L LB	INDICATES LICENSED DISINESS PAGE				
NO.	MINIOLATED ANNUALED PROPERTY PROPERTY AND ANNUALED PROPERTY AND ANNUAL PROPERTY AND AND ANNUAL PROPERTY AND AND ANNUAL PROPERTY AND ANNUAL PROPERTY AND ANNUAL PROPERTY AN				
ORB	INDICATES NUMBER INDICATES OFFICIAL RECORDS BOOK INDICATES POINT OF CURVATURE  SQ FT INDICATES SQUARE FEET R/W INDICATES RIGHT-OF-WAY				
PC POC	INDICATES POINT OF CURVATURE  INDICATES POINT ON CURVE  R/W INDICATES RIGHT—OF—WAY				
PCC	INDICATES POINT ON CORVE				
PRC	INDICATES POINT OF REVERSE CURVATURE				
PT	INDICATES POINT OF TANGENCY				
R	indicates radius length				
(R) DRA	INDICATES RADIAL LINE				
DKA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES				
GFE	INDICATES GATE FACILITIES EASEMENT				
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS,				
	FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE				
	AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR				
	OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING				
	AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C.				
	AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS				
	UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT				
l	TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT				
SME	INSTALLED WITHIN THE EASEMENT AREA. INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS				
JME	ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.				

C33 46.67' 106.50' 25'06'30" N77'35'28"E 46.30'

SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.  UNPLATTED VILLAGES OF SOUTHERN OAKS UNIT NO. 40 (PROPOSED)	TRACT TABLE  TRACT SQ FT ACREAGE  A 1,891 0.043  B 1,673 0.038  C 70 0.002  D 70 0.002  E 70 0.002  Scale: 1"= 50'  SCALE IN FEET
UNPLATED VILLAGES OF SOUTHERN OAKS UNIT NO. 40 (PROPOSED)  TRACT "A"  20.00  TRACT "B"  30.00  TRACT "	DETAIL "B" SCALE 1"=10'  BY SCALE 1"=10'  R.A.C. I.
S895117E	32 WILLAGES OF SOUTHERN OAKS UNIT NO. 40 (PROPOSED)  E  SET 106.67  SET 106.67  SEPSITIFE  1000  SEPSITIFE  1100  SEPSITIFE
TRACT "D"  SEE DETAIL "E"	41.29' 41.29' 41.29' 41.29' ALLEN AVENUE 61' 61' 61' 61' 61' 61' 61' 61' 61' 61'



### **AGENDA REQUEST**

**TO:** Village Community Development District No. 12 Supervisors

**FROM:** Richard J. Baier, District Manager

**DATE:** 4/11/2019

SUBJECT: Accept and Convey the Common Tracts and Roadways VOSO Cliff Villas

### **ISSUE:**

Acceptance of the Conveyance of the Common Tracts and Roadways and Join in the Dedication of those Common Tracts and Roadways for Villages of Southern Oaks Cliff Villas and Adopting Resolution 19-36 finding certain services, maintenance and repair activities to be in the public interest and accepting the obligation to perform such activities.

### ANALYSIS/INFORMATION:

Farner-Barley and Associates, Inc. has provided the Record Plats for Villages of Southern Oaks (VOSO) Cliff Villas which will be submitted to Sumter County for approval and acceptance. Approval of the plat provides for the acceptance of the conveyance of certain tracts and roads, the subsequent dedication of the tracts and roads to the entities listed on the plats and other rights and conditions set forth in the dedication. The plat also provides for the District's obligations within VOSO Cliff Villas as certain services, maintenance and repair activities are in the public interest and accept the obligation to perform those services within VOSO Cliff Villas.

### STAFF RECOMMENDATION:

Staff recommends the Board Accept the Conveyance of the Common Tracts and Roadways and Join in the Dedication of those Common Tracts and Roadways on the following plat: Villages of Southern Oaks Cliff Villas and authorize the Chairman or Vice Chairman to Execute the Mylar of the following plat: Villages of Southern Oaks Cliff Villas and Adopting Resolution 19-36 finding certain services, maintenance and repair activities to be in the public interest and accept the obligation to perform those services within Villages of Southern Oaks Cliff Villas.

### **MOTION:**

Request the Board Accept and Convey the Common Tracts and Roadways and Join in the Dedication of those Common Tracts and Roadways on the following plat: Villages of Southern Oaks Cliff Villas and authorize the Chairman or Vice Chairman to Execute the Mylar of the following plat: Villages of Southern Oaks Cliff Villas and Adopting Resolution 19-36 finding certain services, maintenance and repair activities to be in the public interest and accept the obligation to perform those services within VOSO Cliff Villas.

# **ATTACHMENTS:**

Description

**n** Resolution 19-36

VOSO Cliff Villas

Type

Cover Memo

Cover Memo

### **RESOLUTION NO. 19-36**

A RESOLUTION OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12 FINDING THAT THE PERFORMANCE OF CERTAIN SERVICES IS FOR A PUBLIC PURPOSE AND IS WITHIN THE BEST INTEREST OF THE DISTRICT; ACCEPTING THE OBLIGATION TO PERFORM SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** Village Community Development District No. 12, formerly known as Wildwood Springs Community Development District (the "<u>District</u>"), is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("<u>Uniform Act</u>"), by the City of Wildwood, Florida by passage of Ordinance No. 02011-09 ("<u>Ordinance</u>"); and

**WHEREAS,** pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and perform services related thereto, including, but not limited to, roads, drainage collection, water management systems, bridges, water supply and distribution systems, wastewater and reuse systems, and security features; and

**WHEREAS,** The Villages Land Company, LLC (the "<u>Developer</u>") is the developer of that land located within the District to be known as Villages of Southern Oaks Unit Cliff Villas (the "<u>Subdivision</u>"), pursuant to the plat presently before the District for approval, and Developer has requested that the District agree to perform the following services in connection with the Subdivision and as set forth on the Subdivision plat (collectively, the "<u>Services</u>"):

- (a) Maintenance and repair of areas owned by the District or dedicated to the use and enjoyment of the residents of the District, the Subdivision, or the public;
- (b) Pay for the cost of water and sewer provided by South Sumter Utility Company, LLC, or its assigns, together with the cost of garbage, electrical, lighting, telephone, gas and other necessary utility service for areas owned by the District or dedicated to the use and enjoyment of the residents of the District, Subdivision, or the public;
- (c) Maintenance and repair of the storm water runoff drainage system including drainage easements and drain pipes not maintained by Southeast Wildwood Water Conservation Authority, LLC, or its assigns, or the City of Wildwood; and
- (d) Maintenance and repair, including structural repair, of the walls and/or fences located on or abutting to Tracts C, D and E of the Subdivision.

**WHEREAS,** the District is authorized by the Act to perform the Services, performance of said Services is for a public purpose, and it is in the District's best interest for the District to perform the Services; and

WHEREAS, because of the foregoing, the District desires to perform the Services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12 (THE "BOARD"), THAT:

**SECTION 1.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2.** The District finds it serves a public purpose and is within the residents' best interest to perform the Services.

**SECTION 3.** This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this	day of, 2019.
ATTEST:	VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12
Richard J. Baier, District Manager	Dean Barberree Chair, Board of Supervisors

# VILLAGES OF SOUTHERN OAKS CLIFF VILLAS

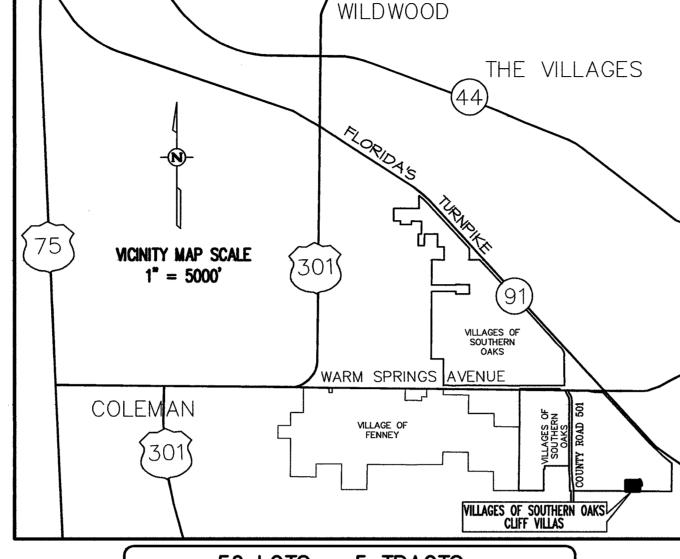
SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

# LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 34; THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 RUN S89°47'59"E, 271.59 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE RUN N00'08'43"E, 533.96 FEET; THENCE S89'51'17"E, 503.58 FEET; THENCE N86'05'57"E, 64.12 FEET; THENCE N82"18'16"E, 53.85 FEET; THENCE N78"14'52"E, 89.92 FEET; THENCE S20'41'14"E, 88.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 475.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20'49'57", AN ARC DISTANCE OF 172.71 FEET TO NON-TANGENT LINE; THENCE ALONG SAID NON-TANGENT LINE RUN S74'03'55"W, 68.77 FEET; THENCE S73'53'24"W, 24.91 FEET: THENCE S00°08'43"W. 287.08 FEET TO THE AFORESAID SOUTH LINE; THENCE ALONG SAID SOUTH LINE RUN N89'47'59"W, 681.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.82 ACRES, MORE OR LESS.



# 56 LOTS - 5 TRACTS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

# NOTES:

1.) BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST AS BEING S89°47'59"E.

SHEET 1 OF 2

2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS. OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE

- 3.) ALL DISTANCES SHOWN ARE IN FEET.
- 4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.
- 5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.
- 6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.
- 7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.
- 8.) TRACTS "A" AND "B" ARE FOR ANY PURPOSES PERMITTED BY APPLICABLE LAW AND APPROVED IN
- 9.) TRACTS "C", "D" AND "E" ARE FOR ANY PURPOSES PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY THE DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.

10.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (B) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY SOUTH SUMTER UTILITY COMPANY, LLC, OR ITS ASSIGNS, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, SUBDIVISION, OR THE PUBLIC; (C) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, OR ITS ASSIGNS, OR THE CITY OF WILDWOOD; AND (D) MAINTENANCE AND REPAIR, INCLUDING STRUCTURAL REPAIR, OF THE WALLS AND/OR FENCES LOCATED ON OR ABUTTING TO TRACTS C, D AND E OF THE SUBDIVISION.

CERTIFICATE OF APPROVAL BY CITY OFFICIALS

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE PROJECT

FLORIDA AND WAS APPROVED BY THE BOARD FOR RECORD ON THIS

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE COMMISSION

ED WOLF

ASHLEY HUNT

CITY OF WILDWOOD, ATTORNEY

PUBLIC WORKS DIRECTOR

KIMLEY HORN AND ASSOCIATES

JEREMY HOCKENBURY

CITY ENGINEER

GENE LOSITO, P.E.

MAYOR

OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND WAS

APPROVED BY THE COMMISSION FOR RECORD ON THIS \_\_\_\_ DAY OF

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE ATTORNEY

FOR THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND

APPROVED BY HIM OR HER AS TO FORM AND LEGALITY ON THIS

REVIEW COMMITTEE OF THE CITY OF WILDWOOD, SUMTER COUNTY,

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

PROJECT REVIEW COMMITTEE COORDINATOR

\_\_\_\_\_ DAY OF \_\_\_\_\_\_, 2019.

DEVELOPMENT SERVICES DIRECTOR

MELANIE D. PEAVY

\_\_, 2019.

MELANIE D. PEAVY

CASSANDRA SMITH

CITY CLERK

11.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

# PLAT BOOK

# **DEDICATION**

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES LAND COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF SOUTHERN OAKS CLIFF VILLAS, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF WILDWOOD AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C", "D" AND "E" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12.

THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY BY: TVL COMPANY, LLC. A FLORIDA LIMITED LIABILITY COMPANY

ITS MANAGER

SIGNATURE

MARTIN L. DZURO, MANAGER PRINT NAME

PRINT NAME

WITNESSES: VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12

SIGNATURE

DEAN BARBERREE, CHAIRMAN PRINT NAME

(2) SIGNATURE

# STATE OF FLORIDA COUNTY OF SUMTER

PRINT NAME

SIGNATURE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_, 2019, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN

OTARY PUBLIC - STATE OF FLORIDA	SEAL
RINT NAME:	L

COMMISSION EXPIRES: STATE OF FLORIDA

COMMISSION NO.

COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_ DAY OF\_\_\_\_\_\_ 20\_\_\_\_, BY\_\_

COMMUNITY DEVELOPMENT DISTRICT NO. 12, ON BEHALF OF THE DISTRICT, AND DID NOT TAKE AN OATH.

SEAL NOTARY PUBLIC - STATE OF FLORIDA

PRINT NAME: SERIAL / COMM. NO.

TYPE OF IDENTIFICATION PRODUCED: PERSONALLY KNOWN

# CERTIFICATE OF SURVEYOR

HEREBY CERTIFY THAT THIS PLAT OF VILLAGES OF SOUTHERN OAKS CLIFF VILLAS, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; AND THAT THE PERMANENT REFERENCE MONUMENTS AS SHOWN THEREON WERE PLACED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019; I FURTHER CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

SEAL

FARNER, BARLEY & ASSOCIATES, INC. 4450 N.E. 83rd ROAD WILDWOOD, FLORIDA 34785 LICENSED BUSINESS NO. 4709

KAYE M. JAMESON DATE REGISTRATION NO. 5912

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177. FLORIDA STATUTES AND WAS FILED FOR RECORD ON\_ 20\_\_\_\_,AT\_\_\_\_\_ FILE NUMBER\_\_\_\_\_

CLERK OF THE COURT IN AND

FOR SUMTER COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_PAGE . SEAL PRINT NAME SIGNATURE DEPUTY CLERK DEPUTY CLERK

# VILLAGES OF SOUTHERN OAKS CLIFF VILLAS CONVEYANCE AND GRANT OF EASEMENTS TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES LAND COMPANY, LLC, (THE DEVELOPER) IN TRACTS OAKS CLIFF VILLAS, IS HEREBY SOLD, CONVEYED AND SET OVER TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12 (THE DISTRICT): (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS. SIGNAGE. ENJOYMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES; AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACTS AND ROADWAYS (INCLUDING, WITHOUT LIMITATION. ALL THOSE IMPROVEMENTS DESCRIBED ABOVE). MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

THE DEVELOPER ALSO GRANTS TO THE DISTRICT NON-EXCLUSIVE, PERPETUAL EASEMENTS OVER, ACROSS AND UPON ANY SPECIAL EASEMENTS SHOWN HEREON FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES LOCATED THEREIN.

THE DISTRICT, BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT. ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN THE TRACTS LISTED ABOVE. INCLUDING ALL IMPROVEMENTS CONSTRUCTED THEREON AND DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS PERPETUALLY, AND MAINTAIN THE ROADWAYS AND DRAINAGE FEATURES LYING WITHIN SUCH ROADWAYS FOR TWO YEARS AFTER THE CITY ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED.

WITNESSES AS TO ALL

THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY BY: TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY.

MARTIN L. DZURO, MANAGER

ITS MANAGER

SIGNATURE

SIGNATURE

PRINT NAME

PRINT NAME

STATE OF FLORIDA COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS\_\_\_\_\_DAY OF\_ 2019, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC - STATE OF FLORIDA PRINT NAME: \_ COMMISSION NO .:

COMMISSION EXPIRES: PREPARED BY:

**A ENGINEERS ▲ SURVEYORS** AND ASSOCIATES, INC. 4450 N.E. 83rd ROAD - WILDWOOD, FL 34785 - (352) 748-3126

# REVIEWING SURVEYOR'S CERTIFICATE

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HEREBY CERTIFY THAT I HAVE PERFORMED A REVIEW OF THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES AND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER: PROVIDED, HOWEVER, THAT MY REVIEW AND CERTIFICATION DOES NOT INCLUDE FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

SIGNATURE

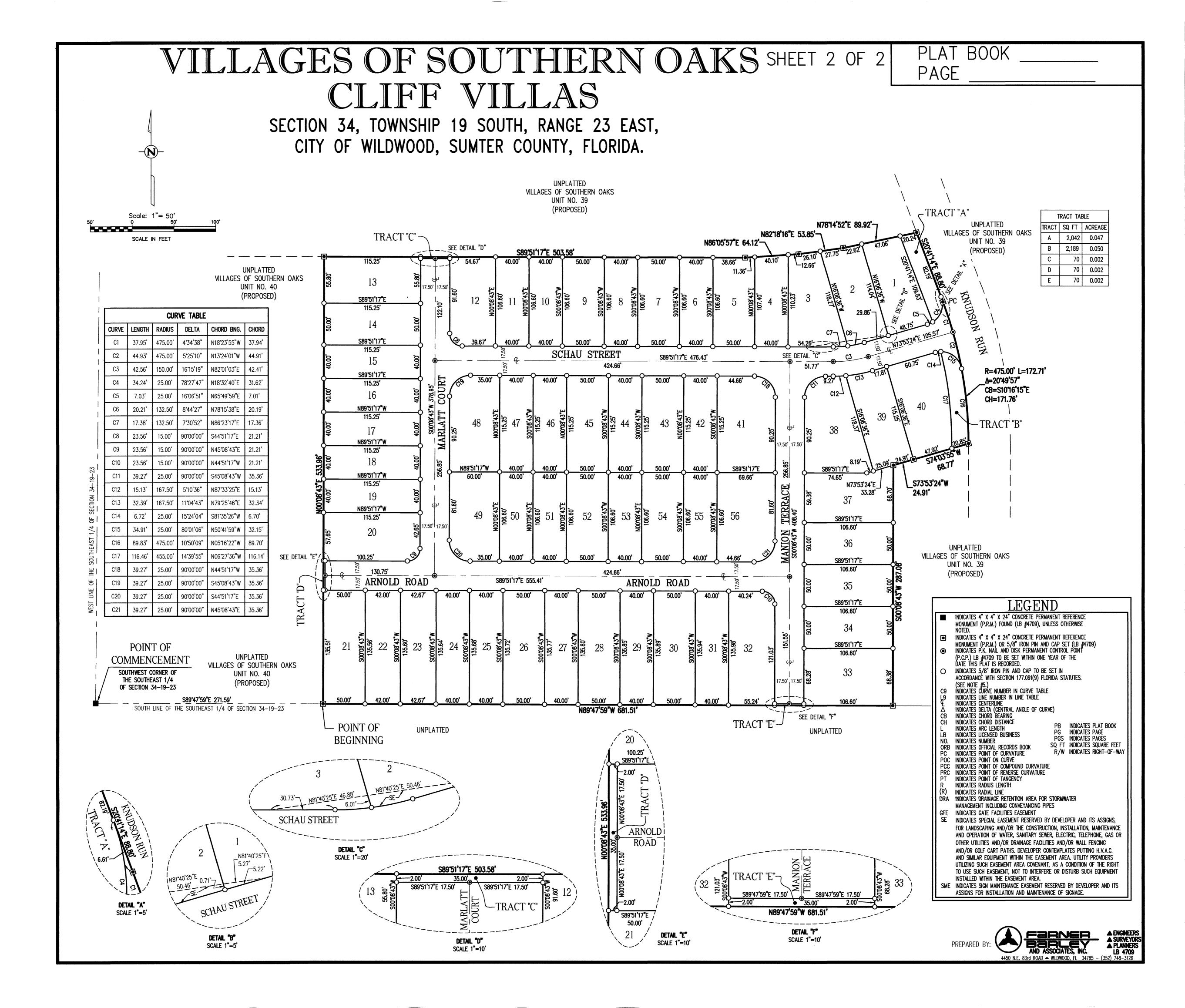
RONALD W. HERR, P.L.S.

WADE SURVEYING, INC.

DATE

REGISTRATION NO.

SEAL





#### AGENDA REQUEST

**TO:** Village Community Development District No. 12 Supervisors

**FROM:** Richard J. Baier, District Manager

**DATE:** 4/11/2019

SUBJECT: Accept and Convey Common Tracts and Roadways VOSO Unit No. 39

#### **ISSUE:**

Acceptance of the Conveyance of the Common Tracts and Roadways and Join in the Dedication of those Common Tracts and Roadways for Villages of Southern Oaks Unit No. 39 and Adopting Resolution 19-37 finding certain services, maintenance and repair activities to be in the public interest and accepting the obligation to perform such activities.

#### ANALYSIS/INFORMATION:

Farner-Barley and Associates, Inc. has provided the Record Plats for Villages of Southern Oaks (VOSO) Unit No. 39 which will be submitted to Sumter County for approval and acceptance. Approval of the plat provides for the acceptance of the conveyance of certain tracts and roads, the subsequent dedication of the tracts and roads to the entities listed on the plats and other rights and conditions set forth in the dedication. The plat also provides for the District's obligations within VOSO Unit No. 39 as certain services, maintenance and repair activities are in the public interest and accept the obligation to perform those services within VOSO Unit No. 39.

#### STAFF RECOMMENDATION:

Staff recommends the Board Accept the Conveyance of the Common Tracts and Roadways and Join in the Dedication of those Common Tracts and Roadways on the following plat: Villages of Southern Oaks Unit No. 39 and authorize the Chairman or Vice Chairman to Execute the Mylar of the following plat: Villages of Southern Oaks Unit No. 39 and Adopting Resolution 19-37 finding certain services, maintenance and repair activities to be in the public interest and accept the obligation to perform those services within Villages of Southern Oaks Unit No. 39.

MOTION: Request the Board Accept and Convey the Common Tracts and Roadways and Join in the Dedication of those Common Tracts and Roadways on the following plat: Villages of Southern Oaks Unit No. 39 and authorize the Chairman or Vice Chairman to Execute the Mylar of the following plat: Villages of Southern Oaks Unit No. 39 and Adopting Resolution 19-37 finding certain services, maintenance and repair activities to be in the public interest and accept the obligation to perform those services within VOSO Unit No. 39.

#### **ATTACHMENTS:**

Description

**D** Resolution 19-37

D VOSO Unit No. 39

Type

Cover Memo Cover Memo

#### **RESOLUTION NO. 19-37**

A RESOLUTION OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12 FINDING THAT THE PERFORMANCE OF CERTAIN SERVICES IS FOR A PUBLIC PURPOSE AND IS WITHIN THE BEST INTEREST OF THE DISTRICT; ACCEPTING THE OBLIGATION TO PERFORM SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** Village Community Development District No. 12, formerly known as Wildwood Springs Community Development District (the "<u>District</u>"), is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("<u>Uniform Act</u>"), by the City of Wildwood, Florida by passage of Ordinance No. 02011-09 ("Ordinance"); and

**WHEREAS,** pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and perform services related thereto, including, but not limited to, roads, drainage collection, water management systems, bridges, water supply and distribution systems, wastewater and reuse systems, and security features; and

**WHEREAS,** The Villages Land Company, LLC (the "<u>Developer</u>") is the developer of that land located within the District to be known as Villages of Southern Oaks Unit No. 39 (the "<u>Subdivision</u>"), pursuant to the plat presently before the District for approval, and Developer has requested that the District agree to perform the following services in connection with the Subdivision and as set forth on the Subdivision plat (collectively, the "<u>Services</u>"):

- (a) Maintenance and repair of Tracts conveyed to the District pursuant to the Plat of the Subdivision, together with all improvements located thereon;
- (b) Maintenance and repair of areas owned by the District or dedicated to the use and enjoyment of the residents of the District, the Subdivision, or the public;
- (c) Pay for the cost of water and sewer provided by South Sumter Utility Company, LLC, or its assigns, together with the cost of garbage, electrical, lighting, telephone, gas and other necessary utility service for areas owned by the District or dedicated to the use and enjoyment of the residents of the District, Subdivision, or the public; and
- (d) Maintenance and repair of the storm water runoff drainage system including drainage easements and drain pipes not maintained by Southeast Wildwood Water Conservation Authority, LLC, or its assigns, or the City of Wildwood;

**WHEREAS,** the District is authorized by the Act to perform the Services, performance of said Services is for a public purpose, and it is in the District's best interest for the District to perform the Services; and

WHEREAS, because of the foregoing, the District desires to perform the Services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12 (THE "BOARD"), THAT:

**SECTION 1.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2.** The District finds it serves a public purpose and is within the residents' best interest to perform the Services.

**SECTION 3.** This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this	day of, 2019.			
ATTEST:	VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12			
Richard J. Baier, District Manager	Dean Barberree Chair, Board of Supervisors			

# VILLAGES OF SOUTHERN OAKS

UNIT NO. 39

SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

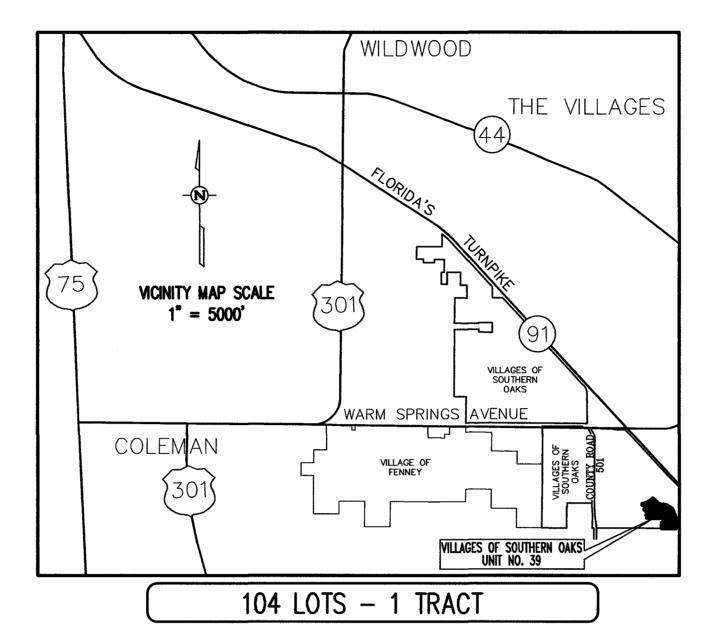
### LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST,

SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 34; THENCE S89'47'59"E, ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 953.10 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE RUN N00°08'43"E, 287.08 FEET; THENCE N73°53'24"E, 24.91 FEET; THENCE N74°03'55"E 68.77 FFFT TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY. HAVING A RADIUS OF 475.00 FEET AND A CHORD BEARING AND DISTANCE OF N10"16'15"W, 171.76 FEET TO WHICH A RADIAL LINE BEARS S89"51'17"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°49'57' AN ARC DISTANCE OF 172.71 FEET TO THE POINT OF TANGENCY; THENCE N20\*41'14"W, 88.80 FEET; THENCE S78°14'52"W, 89.92 FEET; THENCE S82°18'16"W, 53.85 FEET; THENCE S86°05'57"W, 64.12 FEET; THENCE N89°51'17"W, 618.58 FEET; THENCE N00°08'43"E, 5.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 450.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18'43'42", AN ARC DISTANCE OF 147.09 FEET TO A POINT OF CUSP ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF S60°36'07"E, 26.78 FEET TO WHICH A RADIAL LINE BEARS S71°25'01"W THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°02'16". AN ARC DISTANCE OF 29.33 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 125.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°45'58" AN ARC DISTANCE OF 27.85 FEET TO THE POINT OF TANGENCY; THENCE S89'51'17"E, 47.51 FEET: THENCE N16'07'56"W, 44.81 FEET; THENCE N21'48'38"W, 53.68 FEET; THENCE N2818'09"W, 68.30 FEET; THENCE N3631'29"W, 75.68 FEET; THENCE N42'47'45"W, 69.02 FEET; THENCE N50'32'09"W, 62.40 FEET; THENCE N26'52'39"E, 90.88 FEET; THENCE NO2°51'28"E, 90.42 FEET; THENCE NO5°24'52"W, 52.97 FEET; THENCE N16"28'57"W. 40.32 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1,030.00 FEET AND A CHORD BEARING AND DISTANCE OF S77°02'51"W, 126.84 FEET TO WHICH A RADIAL LINE BEARS S16°28'57"E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°03'36", AN ARC DISTANCE OF 126.92 FEET; THENCE N09°25'21"W, ALONG A RADIAL LINE, 60.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 970.00 FEET AND A CHORD BEARING AND DISTANCE OF N68°51'52"E, 393.85 FEET TO WHICH A RADIAL LINE BEARS S09°25'21"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°25'36' AN ARC DISTANCE OF 396.60 FEET TO THE POINT OF TANGENCY; THENCE N57'09'04"E, 209.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVI THROUGH A CENTRAL ANGLE OF 91°48'32", AN ARC DISTANCE OF 32.05 FEET TO A POINT OF CUSP ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 431.50 FEET AND A CHORD BEARING AND DISTANCE OF \$43\*47'23"E. 136.97 FEET TO WHICH A RADIAL LINE BEARS \$55\*20'32"W: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°15'50". AN ARC DISTANCE OF 137.55 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 388.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14"21"30", AN ARC DISTANCE OF 97.36 FEET TO THE POINT OF REVERSE CURVATURE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°50'28". AN ARC DISTANCE OF 420.54 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 388.50 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36\*45'55" AN ARC DISTANCE OF 249.29 FEET TO THE POINT OF TANGENCY; THENCE S57'38'22"E, 136.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 465.00 FEET: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°30'41". AN ARC DISTANCE OF 369.36 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 521.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°27'54", AN ARC DISTANCE OF 86.15 FEET TO THE POINT OF TANGENCY: THENCE S21°35'34"E, 318.13 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 478.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21"51"21" AN ARC DISTANCE OF 182.53 FEET TO THE POINT OF TANGENCY: THENCE S00°15'46"W. 34.08 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85"37"58". AN ARC DISTANCE OF 29.89 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 525.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°57'15", AN ARC DISTANCE OF 100.37 FEET; THENCE S15'03'30"E, ALONG A RADIAL LINE, 50.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 475.00 FEET AND A CHORD BEARING AND DISTANCE OF N76°28'00"E, 25.28 FEET TO WHICH A RADIAL LINE BEARS N15'03'30"W: THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03'02'59", AN ARC DISTANCE OF 25.28 FEET; THENCE ALONG A NON-TANGENT LINE RUN SO0'08'43"W, 135.95 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 34; THENCE N89'47'59"W, ALONG SAID SOUTH

CONTAINING 33.70 ACRES, MORE OR LESS.

LINE A DISTANCE OF 708.83 FEET TO THE POINT OF BEGINNING.



NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT

THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

### NOTES:

1.) BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST AS BEING S89'47'59"E.

2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

- 3.) ALL DISTANCES SHOWN ARE IN FEET.
- 4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.
- 5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.
- 6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.
- 7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.
- 8.) TRACT "A" IS FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW.

9.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF TRACTS CONVEYED TO THE DISTRICT PURSUANT TO THE PLAT OF THE SUBDIVISION, TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON; (B) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (C) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY SOUTH SUMTER UTILITY COMPANY, LLC, OR ITS ASSIGNS, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, SUBDIVISION, OR THE PUBLIC; AND (D) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, OR ITS ASSIGNS, OR THE CITY OF WILDWOOD.

10.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

## VILLAGES OF SOUTHERN OAKS UNIT NO. 39 CONVEYANCE AND GRANT OF EASEMENTS TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12

SHEET 1 OF 6

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES LAND COMPANY, LLC, (THE DEVELOPER) IN TRACT "A" AND THE ROADWAYS SHOWN ON THIS PLAT OF VILLAGES OF SOUTHERN OAKS UNIT NO. 39, IS HEREBY SOLD, CONVEYED AND SET OVER TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12 (THE DISTRICT): (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, ENJOYMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES; AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACTS AND ROADWAYS (INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

THE DEVELOPER ALSO GRANTS TO THE DISTRICT NON-EXCLUSIVE, PERPETUAL EASEMENTS OVER, ACROSS AND UPON ANY SPECIAL EASEMENTS SHOWN HEREON FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES LOCATED THEREIN.

THE DISTRICT, BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN THE TRACT LISTED ABOVE, INCLUDING ALL IMPROVEMENTS CONSTRUCTED THEREON AND DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS PERPETUALLY, AND MAINTAIN THE ROADWAYS AND DRAINAGE FEATURES LYING WITHIN SUCH ROADWAYS FOR TWO YEARS AFTER THE CITY ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED.

TNESSES AS TO ALL	THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY BY: TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS MANAGER				
GNATURE	BY:				
RINT NAME	MARTIN L. DZURO, MANAGER				
GNATURE					
NAIT ALLAGE	•				

STATE OF FLORIDA COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS\_\_\_\_\_\_\_DAY OF\_\_\_\_\_\_\_,
2019, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA
LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA
LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO
ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC — STATE OF FLORIDA	
PRINT NAME:	SEAL
COMMISSION NO.:	JEAL
COMMISSION EXPIRES:	

### CERTIFICATE OF APPROVAL BY CITY OFFICIALS

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE PROJECT REVIEW COMMITTEE OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA AND WAS APPROVED BY THE BOARD FOR RECORD ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

MELANIE D. PEAVY	
PROJECT REVIEW COMMITTEE	COORDINATOR

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE COMMISSION OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND WAS APPROVED BY THE COMMISSION FOR RECORD ON THIS \_\_\_\_\_ DAY OF

APPROVED BY THE COMMISSION FOR RECORD ON THIS DAY OF, 2019.	
CASSANDRA SMITH ED WOLF	

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE ATTORNEY FOR THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND APPROVED BY HIM OR HER AS TO FORM AND LEGALITY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_\_, 2019.

MAYOR

ASHLEY HUNT CITY OF WILDWOOD, ATTORNEY

DEVELOPMENT SERVICES DIRECTOR MELANIE D. PEAVY

CITY CLERK

PUBLIC WORKS DIRECTOR JEREMY HOCKENBURY

CITY ENGINEER
KIMLEY HORN AND ASSOCIATES
GENE LOSITO, P.E.

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES LAND COMPANY, LL (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF SOUTHERN OAKS UNIT NO. 39, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF WILDWOOD AND THE PERPETUAL USE OF THE PUBLIC AND DEDICATES TRACT "A" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12.

WITNESSES:	THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY BY: TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS MANAGER
(1)	

SIGNATURE	BY:
PRINT NAME	MARTIN L. DZURO, MANAGER
`	

PRINT NAME	
WITNESSES:	VILLAGE COMMUNITY DEVELOPMENT

(4)	DISTRICT NO. 12
SIGNATURE	BY:
PRINT NAME	SIGNATURE
7 TOTAL TAY GALE	DEAN BARBERREE, CHAIRMAN

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS\_\_\_\_\_
DAY OF\_\_\_\_\_, 2019, BY MARTIN L. DZURO, AS MANAGER OF AND
ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY
COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A
FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED

TARY PUBLIC — STATE OF FLORIDA	SEAL
NT NAME.	

HEREIN. WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN

PRINT NAME:	 	<del></del>	 	
COMMISSION NO.:COMMISSION EXPIRES:				

STATE O	FF	LORIDA	
COUNTY	OF	SUMTER	

SIGNATURE

SIGNATURE

ΙE	FOREGOING	INSTRUMENT	WAS	ACKNOWLEDGED	BEFORE	ME	THIS
YΥ	OF	20,	BY				
15					OF VIII	A CE	-

COMMUNITY DEVELOPMENT DISTRICT NO. 12, ON BEHALF OF THE DISTRICT, AND DID NOT TAKE AN OATH.

	SEAL
NOTARY PUBLIC - STATE OF FLORIDA	
PRINT NAME:SERIAL /	COMM. NO.

## CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT OF VILLAGES OF SOUTHERN OAKS UNIT NO. 39, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; AND THAT THE PERMANENT REFERENCE MONUMENTS AS SHOWN THEREON WERE PLACED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_\_\_, 2019; I FURTHE CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTEI 177, FLORIDA STATUTES.

1//, FLORIDA STATUTES.

FARNER, BARLEY & ASSOCIATES, INC.
4450 N.E. 83rd ROAD
WILDWOOD, FLORIDA 34785
LICENSED BUSINESS NO. 4709

TYPE OF IDENTIFICATION PRODUCED:

TES, INC.		/	
9			SEAL
	DATE	 \	/

SEAL

PERSONALLY KNOWN

REGISTRATION NO. 5912

FLORIDA STATUTES AND WAS FILED FOR RECORD ON \_\_\_\_\_\_\_

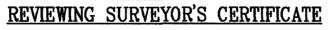
20 \_\_\_\_,AT \_\_\_\_\_ FILE NUMBER \_\_\_\_\_

PLAT BOOK \_\_\_\_\_PAGE \_\_\_\_.

PRINT NAME
DEPUTY CLERK

CLERK OF THE COURT IN AND
FOR SUMTER COUNTY, FLORIDA

SIGNATURE
DEPUTY CLERK



PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HEREBY CERTIFY THAT I HAVE PERFORMED A REVIEW OF THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES AND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED, HOWEVER, THAT MY REVIEW AND CERTIFICATION DOES NOT INCLUDE FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

SIGNATURE

RONALD W. HERR, P.L.S.

WADE SURVEYING, INC.

A907
REGISTRATION NO.

PREPARED BY:

AND ASSOCIATES, INC.

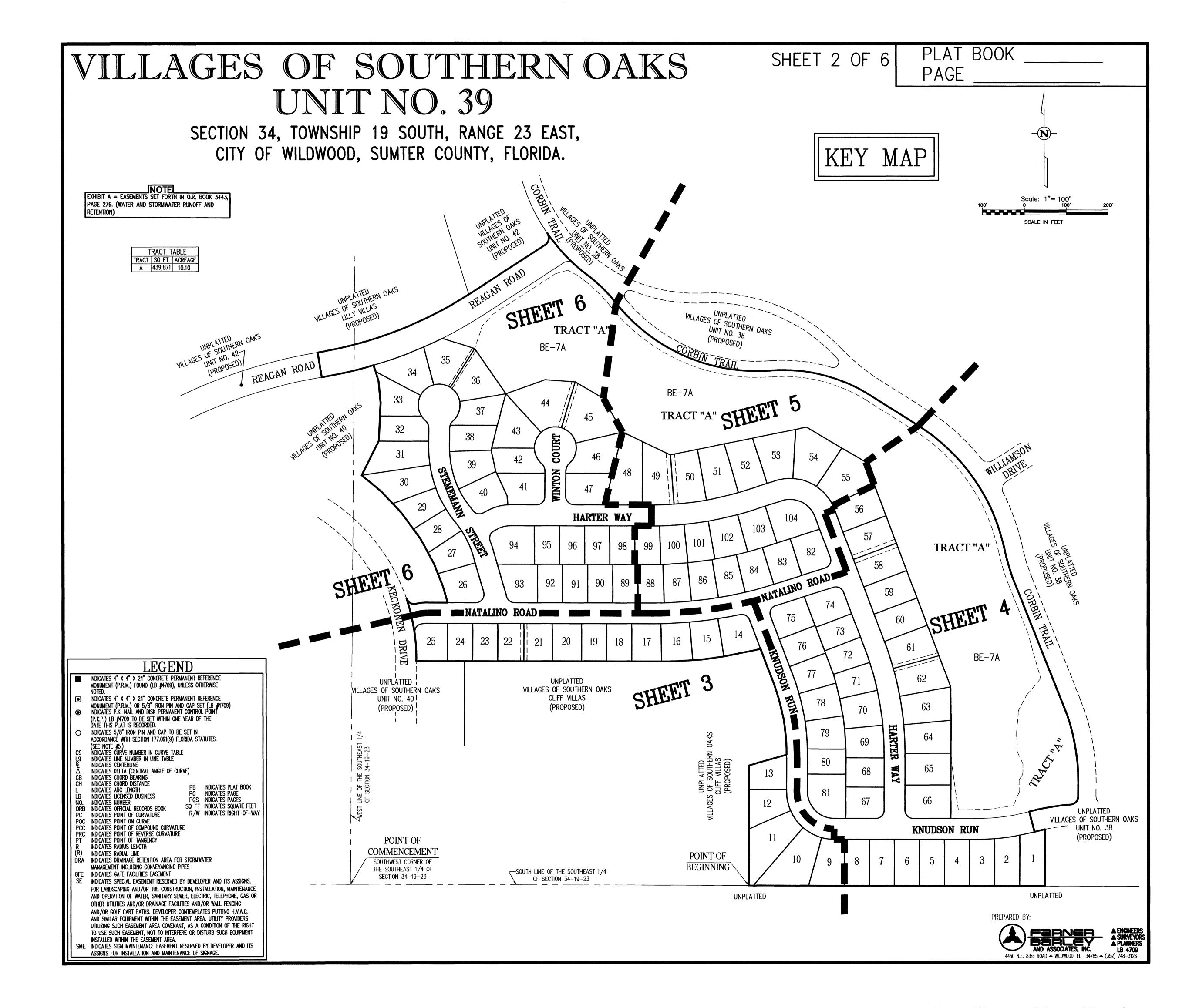
A ENGINEERS

A SURVEYORS

A PLANNERS

LB 4709

4450 N.E. 83rd ROAD ▲ WILDWOOD, FL 34785 ▲ (352) 748-3126

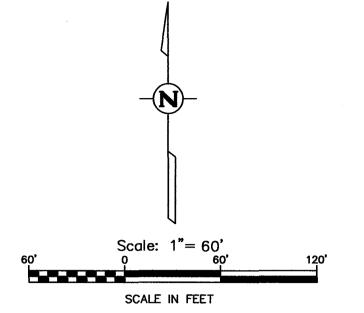


# AGES OF SOUTHERN OAKS SHEET 3 OF 6 UNIT NO. 39

SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

	LINE T	ABLE
LINE	LENGTH	BEARING
L1	16.66	N76°54'38"E
L3	17.27	S0°08'43"W
L5	24.83'	S89'51'17"E
L6	10.83	N89°47'59"W
L7	4.87	S0°08'43"W
L8	20.98'	N86°05'57"E
L9	43.14'	N86°05'57"E
L10	31.66'	S89*51'17"E
1.47	00.00	00000474777

TRACT TABLE		
TRACT	SQ FT	ACREAGE
Α	439,871	10.10



PLAT BOOK

PAGE

PAGE 279. (WATER AND STORMWATER RUNOFF AND

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 3443, | L47 | 28.00' | S89°51'17"E S89'51'17"E 47.51' R=125.00' L=27.85' A=12'45'58' CB=N83'45'44"E CH=27.79' R=20.00' L=29.33' Δ=84'02'16"\_ CB=S60'36'07"E CH=26.78' NATALINO ROAD N00'08'43"E 5.51'-UNPLATTED UNPLATTED VILLAGES OF SOUTHERN OAKS VILLAGES OF SOUTHERN OAKS UNIT NO. 40 CLIFF VILLAS (PROPOSED) (PROPOSED) N74°03'55"E 68.77' \$89°51'17"E SOUTHE 34-19-7 N73'53'24"E 24.91'-90.00 POINT OF

S89'47'59"E 953.10'

—SOUTH LINE OF THE SOUTHEAST 1/4

OF SECTION 34-19-23

LEGEND INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709) INDICATES P.K. NAÍL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED. INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #5.)
INDICATES CURVE NUMBER IN CURVE TABLE INDICATES LINE NUMBER IN LINE TABLE INDICATES CENTERLINE INDICATES DELTA (CENTRAL ANGLE OF CURVE) INDICATES CHORD BEARING INDICATES CHORD DISTANCE INDICATES PLAT BOOK INDICATES ARC LENGTH PG INDICATES PAGE INDICATES LICENSED BUSINESS PGS INDICATES PAGES NO. INDICATES NUMBER SQ FT INDICATES SQUARE FEET ORB INDICATES OFFICIAL RECORDS BOOK R/W INDICATES RIGHT-OF-WAY PC INDICATES POINT OF CURVATURE POC INDICATES POINT ON CURVE PCC INDICATES POINT OF COMPOUND CURVATURE PRC INDICATES POINT OF REVERSE CURVATURE INDICATES POINT OF TANGENCY INDICATES RADIUS LENGTH INDICATES RADIAL LINE DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES GFE INDICATES GATE FACILITIES EASEMENT INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT

SME INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS

ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.

INSTALLED WITHIN THE EASEMENT AREA.

CURVE TABLE

CURVE LENGTH RADIUS DELTA CHORD BNG. CHORD

N83°03'30"E 246.74

1000.00' 3'42'47" N74'06'55"E 64.79'

89.00' 90°00'00" S44°51'17"E 125.87

100.00' 16"16"39" N07"59'37"W 28.31'

| 181.80' | 500.00' | 20'49'57" | N10'16'15"W | 180.80'

114.00' | 15°05'44" | S82°18'26"E

114.00' | 25°33'40" | S61°58'44"E

114.00' 25°33'40" S36°25'04"E

47.32' | 114.00' | 23'46'57" | S11'44'46"E | 46.98'

1025.00' 3'00'50"

1025.00' 176'51"

15.71' 75.00'

29.93' 20.00' 85\*44'16"

450.00'

1025.00'

20.00'

525.00'

525.00'

525.00'

525.00'

64.00

975.00'

975.00'

975.00'

975.00

20.00

125.00'

71.13' 975.00'

43.59

100.53

65.38

65.38**'** 

65.38

11.46'

C99

68.67' 1025.00' 3°50'19" N83°06'23"E

0°56'52"

4°45'26"

9000000

410'49"

3°50'30"

3°50'30"

3°50'30"

78**°**58**'**30**"** 

515'08**"** 

20.00' 81'08'23" N61"15'25"W 26.01'

1025.00' 3\*50'19" N86\*56'42"E 68.66'

N89'30'17"E 22.91'

S3516'31"W 27.21'

N03°43'27"W 60.74'

12°00'04" | S84°08'41"W | 15.68'

N37°00'23"E

N72°43'57"E

N1878'31"W

93°53'37" | S26°15'35"W | 29.23'

7°21'51" | N12°14'52"W | 67.43'

712'58" N04'57'28"W 66.08'

1°29'42" | N00°36'08"W | 13.70'

S44\*51'17"E 90.51'

N74°43'13"E 71.12'

N78°43'53"E 65.36'

N82°34'23"E 65.36'

N86°24'54"E 65.36'

N8914'26"E | 30.79'

N13°30'22"W 11.45'

25.44

COMMENCEMENT

SOUTHWEST CORNER OF THE

SOUTHEAST 1/4 OF SECTION 34-19-23

S50°22'03"E

450.00' 5°29'45"

450.00' 5'29'37"

247.37' | 1000.00' | 1410'25"

N89'47'59"W 708.83'

POINT OF

**BEGINNING** 

UNPLATTED

S89°51'17"E

92.18'

S89°51'17"E

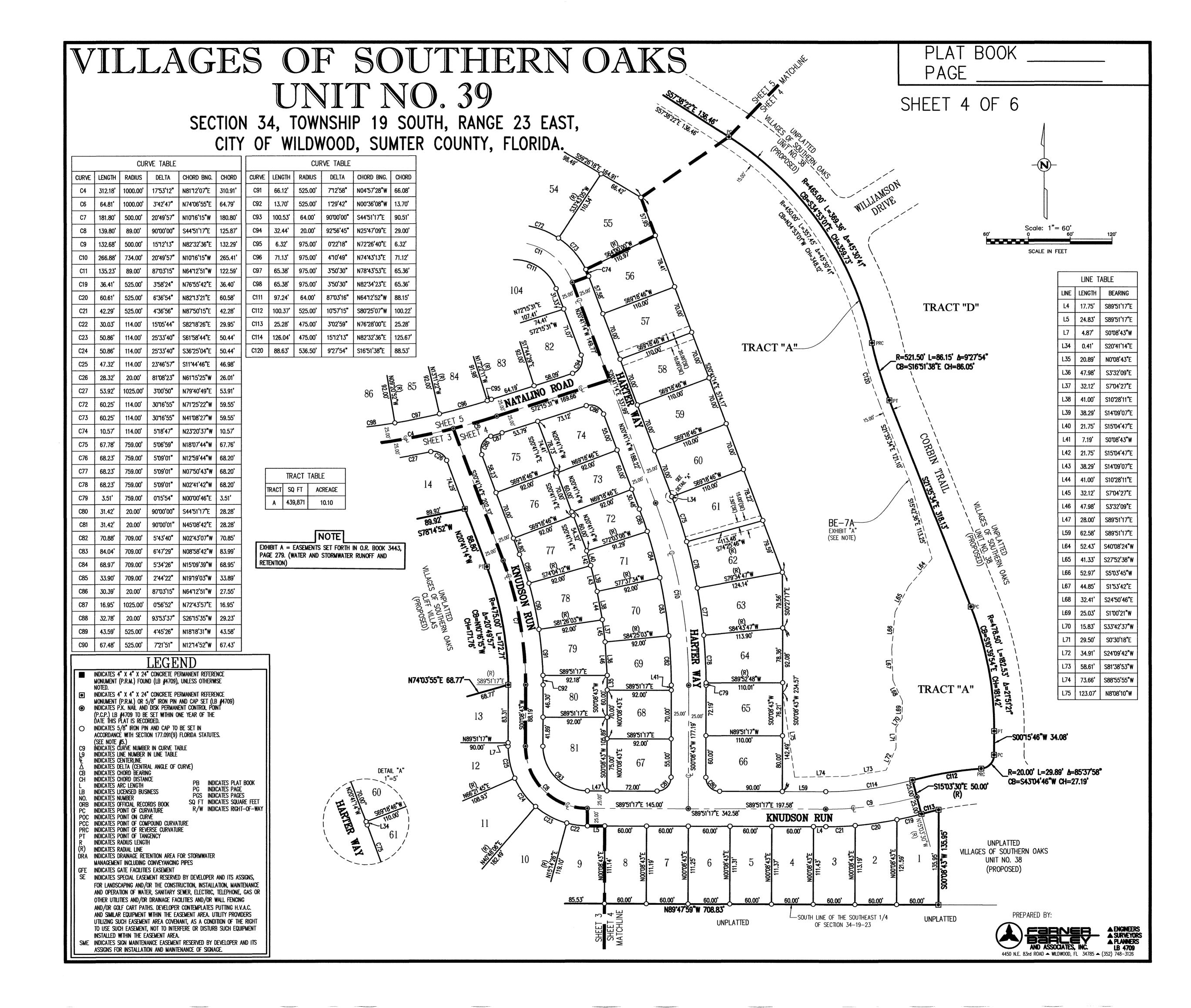
4450 N.E. 83rd ROAD A WILDWOOD, FL 34785 - (352) 748-3126

72.00

S89°51'17"E

60.00

▲ SURVEYORS
▲ PLANNERS



# VILLAGES OF SOUTHERN OAKS SHEET 5 OF 6

UNIT NO. 39

SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

LINE TABLE

		CUF	RVE TABLE		
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C4	312.18	1000.00	17 <b>°</b> 53'12 <b>"</b>	N8112'07"E	310.91
C5	247.37	1000.00'	1410'25"	N83°03'30"E	246.74
C6	64.81	1000.00'	3 <b>*</b> 42 <b>*</b> 47 <b>*</b>	N74°06'55"E	64.79'
C11	135.23'	89.00'	87*03'15"	N6412'51"W	122.59'
C12	239.13'	766.00'	17 <b>°</b> 53 <b>'</b> 12 <b>"</b>	N81"12'07"E	238.16'
C26	28.32'	20.00'	81*08'23"	N61"15'25"W	26.01
C27	53.92	1025.00'	3*00*50*	N79°40'49"E	53.91'
C28	68.67	1025.00'	3*50'19"	N83°06'23"E	68.66'
C29	68.67	1025.00'	3*50'19"	N86°56'42"E	68.66'
C30	22.91'	1025.00'	176'51"	N89°30'17"E	22.91
C67	54.27°	741.00 <b>'</b>	4"11'46"	N88'02'50"E	54.25'
C68	78.48	7 <b>4</b> 1.00'	6°04'06"	N82°54'54"E	78.44
C69	78.48	741.00'	6°04'06"	N76°50'48"E	78.44
C70	20.10'	741.00'	1°33'14"	N73°02'08"E	20.10'
C71	42.14'	114.00'	2170'39"	S82*50'51"W	41.90'
C72	60.25	114.00'	3016'55"	N71°25'22"W	59.55
C73	60.25	114.00'	3076'55"	N41°08'27"W	59.55
C74	10.57'	114.00'	518'47"	N23°20'37"W	10.57
C86	30.39	20.00'	87*03'15"	N64"12'51"W	27.55'
C87	16.95	1025.00'	0*56*52"	N72*43'57"E	16.95'
C88	32.78	20.00'	93*53'37"	S26*15'35*W	29.23'
C94	32.44	20.00'	92°56'45"	N25*47'09"E	29.00'
C95	6.32'	975.00	0°22'18"	N72°26'40"E	6.32'
C96	71.13'	975.00	410'49"	N74°43'13"E	71.12
C97	65.38	975.00'	3°50'30"	N78°43'53"E	65.36'
C98	65.38°	975.00'	3*50'30"	N82°34'23"E	65.36'
C99	65.38°	975.00	3°50°30"	N86°24'54"E	65.36
C100	30.79	975.00'	1*48'34"	N8914'26"E	30.79
C106	19.97	791.00'	1*26'49"	N89°25'19"E	19.97
C107	58.53	791.00'	414'24"	N86°34'43"E	58.52'
C108	58.53	791.00'	414'24"	N82°20'19"E	58.52'
C109	72.03	791.00'	513'03"	N77*36'36"E	72.00'
C110	37.86	791.00'	2*44'34"	N73°37'48"E	37.86
C111	97.24	64.00'	87*03'16"	N6412'52"W	88.15
C119	93.60'	373.50'	14°21'30"	N45°44'34"W	93.35'

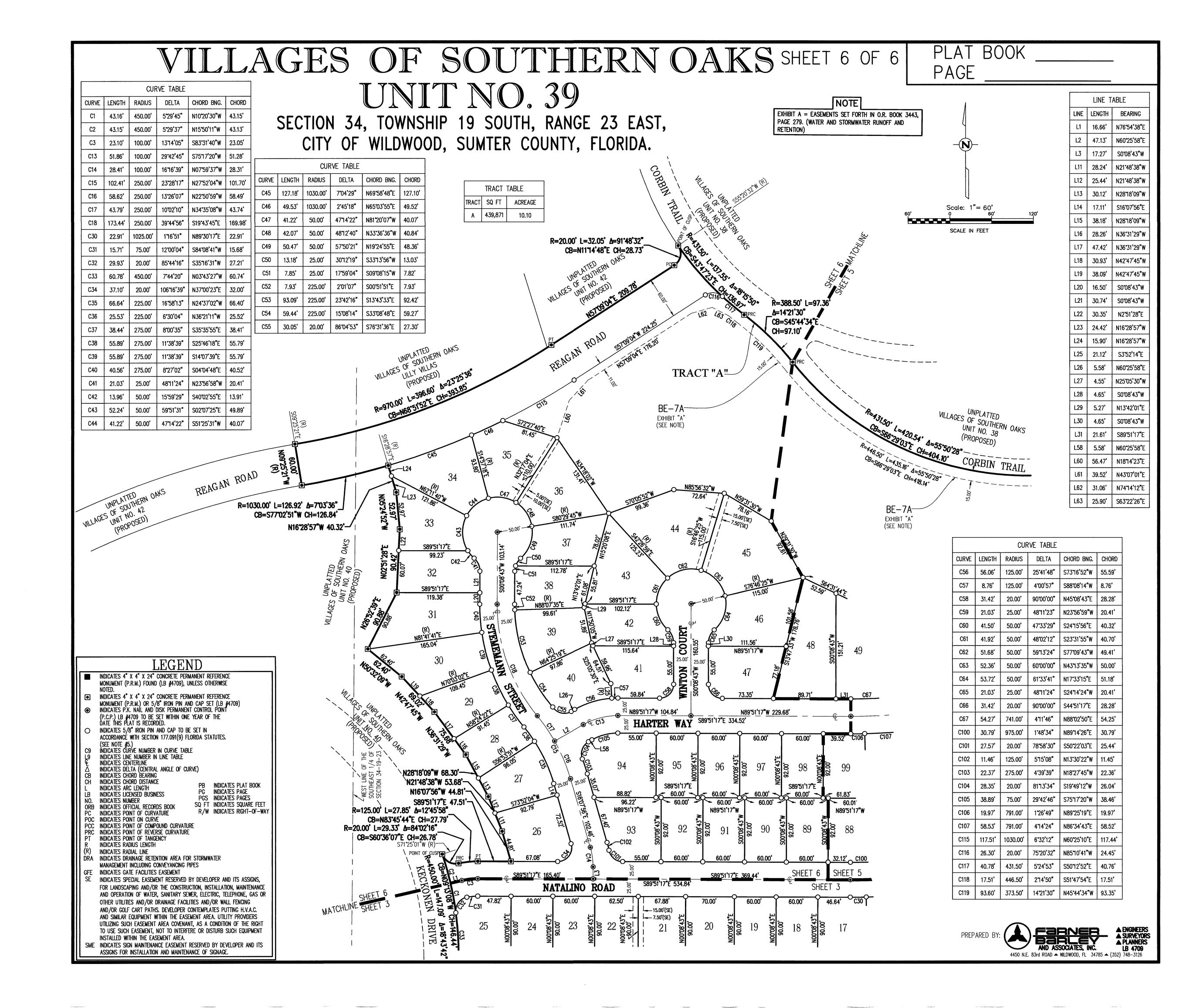
LINE TABLE  LINE LENGTH BEARING  L31 21.61' S89'51'17"E  L32 21.00' S72"15'31"W  L33 26.36' N78'29'43"E  L48 36.54' N73'50'42"E  L49 27.88' N75'54'21"E  L50 5.59' S89'51'17"E  L51 59.21' N85'59'20"E  L52 0.55' N82'34'23"E  L53 58.65' N82'34'23"E  L54 6.68' N78'43'53"E  L55 27.88' N75'54'21"E	TRACT TABLE  TRACT SQ FT ACREAGE  A 439,871 10.10  R=388.50' L=97.36' A=14'21'30" CB=S45'44'34"E CH=97.10'	EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 3443, PAGE 279. (WATER AND STORMWATER RUNOFF AND RETENTION)	Scale: 1"= 60' 0 60'  SCALE IN FEET	120'
L56 36.54' N73'50'42"E L57 36.92' N72'15'31"E		UNIT NO. 38 (PROPOSED)  246.50'  C8=S66'29'03'E CH=404.10' CORBIN TRAIL  PRC CB C8=S66'29'03'E CH=418.14'	8.50' L=249.29' A=36.45.55*  373.50' L=230.001	- Wife
	45  ST6-46 25"W  ST6-46 25"W  ST5-36-46 25"W  A6  111.56'  N89"51'17"W  48  48  15151  49	(SEE NOTE)  TRACT "A"  105.38	373.50' L=239.67'	CHELLE SAND CHILLIAN ON SOUTHERN ON SOUTHE
N05:32/29 91.98	47  73.35'  89.71'  N89'51'17"W 229.68'  60.00'  60.00'  39.52'  C106  97  \$\$\frac{1}{2}\frac{1}\frac{1}\frac{1}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}\frac{1}{2}\frac{1}{2}\	C67 C68 C69 C70 52.07 C70	56 14.41 25.00' 25.00' 125.00' 138 S6978' 46"W 10.00' 110.00	TRACT "A"
L52-	90 \$\frac{1}{25}\$ 88 \frac{59.20'}{882'34'23'E}\$ 86 \frac{60.00'}{589'51'16''E}\$ SHEET 5 \frac{50.00'}{589'51'16''E}\$ SHEET 3	C5 SHEET 3 SHEET 5 C6 4 53.19 S4 C27	75.12 NOO AT TA BO AT TA WE TO BE TO	ERGINEERS A SURVEYORS AND ASSOCIATES, INC. BATCH BARLEY AND ASSOCIATES, INC. B 4709 50 N.E. 83rd ROAD A WILDWOOD, FL 34785 A (352) 748–3126

PLAT BOOK \_\_\_\_

PAGE

#### INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE ■ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709) INDICATES P.K. NAÍL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED. INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #5.) INDICATES CURVE NUMBER IN CURVE TABLE INDICATES LINE NUMBER IN LINE TABLE INDICATES CENTERLINE INDICATES DELTA (CENTRAL ANGLE OF CURVE) INDICATES CHORD BEARING INDICATES CHORD DISTANCE PB INDICATES PLAT BOOK INDICATES ARC LENGTH PG INDICATES PAGE LB INDICATES LICENSED BUSINESS PGS INDICATES PAGES NO. INDICATES NUMBER SQ FT INDICATES SQUARE FEET ORB INDICATES OFFICIAL RECORDS BOOK R/W INDICATES RIGHT-OF-WAY PC INDICATES POINT OF CURVATURE POC INDICATES POINT ON CURVE PCC INDICATES POINT OF COMPOUND CURVATURE PRC INDICATES POINT OF REVERSE CURVATURE PT INDICATES POINT OF TANGENCY INDICATES RADIUS LENGTH (R) INDICATES RADIAL LINE DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES GFE INDICATES GATE FACILITIES EASEMENT INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA. SME INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS

ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.





#### **AGENDA REQUEST**

**TO:** Village Community Development District No. 12 Supervisors

**FROM:** Richard J. Baier, District Manager

**DATE:** 4/11/2019

SUBJECT: Accept and Convey Common Tracts and Roadways VOSO Unit No. 40

#### **ISSUE:**

Acceptance of the Conveyance of the Common Tracts and Roadways and Join in the Dedication of those Common Tracts and Roadways for Villages of Southern Oaks Unit No. 40 and Adopting Resolution 19-38 finding certain services, maintenance and repair activities to be in the public interest and accepting the obligation to perform such activities.

#### ANALYSIS/INFORMATION:

Farner-Barley and Associates, Inc. has provided the Record Plats for Villages of Southern Oaks (VOSO) Unit No. 40 which will be submitted to Sumter County for approval and acceptance. Approval of the plat provides for the acceptance of the conveyance of certain tracts and roads, the subsequent dedication of the tracts and roads to the entities listed on the plats and other rights and conditions set forth in the dedication. The plat also provides for the District's obligations within VOSO Unit No. 40 as certain services, maintenance and repair activities are in the public interest and accept the obligation to perform those services within VOSO Unit No. 40.

#### STAFF RECOMMENDATION:

Staff recommends the Board Accept the Conveyance of the Common Tracts and Roadways and Join in the Dedication of those Common Tracts and Roadways on the following plat: Villages of Southern Oaks Unit No. 40 and authorize the Chairman or Vice Chairman to Execute the Mylar of the following plat: Villages of Southern Oaks Unit No. 40 and Adopting Resolution 19-38 finding certain services, maintenance and repair activities to be in the public interest and accept the obligation to perform those services within Villages of Southern Oaks Unit No. 40.

#### **MOTION:**

Request the Board Accept and Convey the Common Tracts and Roadways and Join in the Dedication of those Common Tracts and Roadways on the following plat: Villages of Southern Oaks Unit No. 40 and authorize the Chairman or Vice Chairman to Execute the Mylar of the following plat: Villages of Southern Oaks Unit No. 40 and Adopting Resolution 19-38 finding certain services, maintenance and repair activities to be in the public interest and accept the obligation to perform those services within VOSO Unit No. 40.

### **ATTACHMENTS:**

Description

**n** Resolution 19-38

D VOSO Unit No. 40

Type

Cover Memo

Cover Memo

#### **RESOLUTION NO. 19-38**

A RESOLUTION OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12 FINDING THAT THE PERFORMANCE OF CERTAIN SERVICES IS FOR A PUBLIC PURPOSE AND IS WITHIN THE BEST INTEREST OF THE DISTRICT; ACCEPTING THE OBLIGATION TO PERFORM SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** Village Community Development District No. 12, formerly known as Wildwood Springs Community Development District (the "<u>District</u>"), is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("<u>Uniform Act</u>"), by the City of Wildwood, Florida by passage of Ordinance No. 02011-09 ("Ordinance"); and

**WHEREAS,** pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and perform services related thereto, including, but not limited to, roads, drainage collection, water management systems, bridges, water supply and distribution systems, wastewater and reuse systems, and security features; and

**WHEREAS,** The Villages Land Company, LLC (the "<u>Developer</u>") is the developer of that land located within the District to be known as Villages of Southern Oaks Unit No. 40 (the "<u>Subdivision</u>"), pursuant to the plat presently before the District for approval, and Developer has requested that the District agree to perform the following services in connection with the Subdivision and as set forth on the Subdivision plat (collectively, the "<u>Services</u>"):

- (a) Maintenance and repair of tracts conveyed to the District pursuant to the Plat of the Subdivision, together with all improvements located thereon;
- (b) Maintenance and repair of areas owned by the District or dedicated to the use and enjoyment of the residents of the District, the Subdivision, or the public;
- (c) Pay for the cost of water and sewer provided by South Sumter Utility Company, LLC, or its assigns, together with the cost of garbage, electrical, lighting, telephone, gas and other necessary utility service for areas owned by the District or dedicated to the use and enjoyment of the residents of the District, Subdivision, or the public; and
- (d) Maintenance and repair of the storm water runoff drainage system including drainage easements and drain pipes not maintained by Southeast Wildwood Water Conservation Authority, LLC, or its assigns, or the City of Wildwood.

**WHEREAS,** the District is authorized by the Act to perform the Services, performance of said Services is for a public purpose, and it is in the District's best interest for the District to perform the Services; and

WHEREAS, because of the foregoing, the District desires to perform the Services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12 (THE "BOARD"), THAT:

**SECTION 1.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2.** The District finds it serves a public purpose and is within the residents' best interest to perform the Services.

**SECTION 3.** This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this	day of, 2019.
ATTEST:	VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12
Richard J. Baier, District Manager	Dean Barberree Chair, Board of Supervisors

# VILLAGES OF SOUTHERN OAKS

UNIT NO. 40

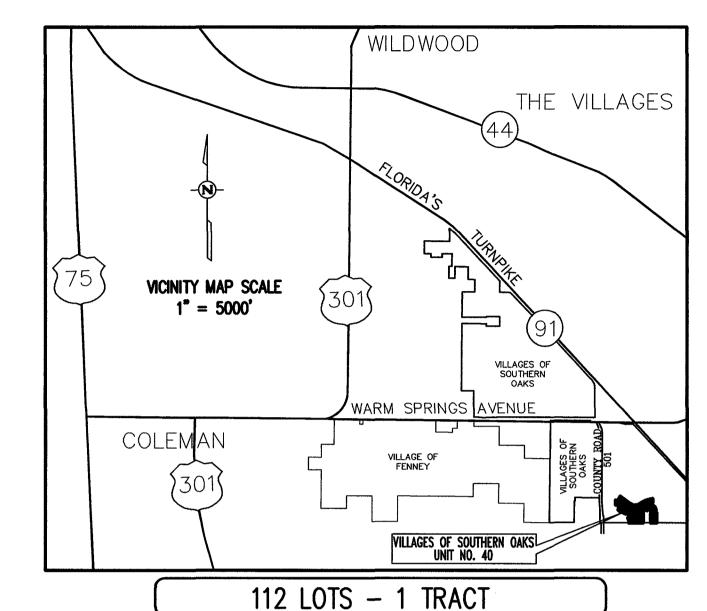
SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 34; THENCE N89°51'17"W, ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 8.41 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NOO'08'43"E, 566.32 FEET; THENCE NO3'14'51"W, 106.67 FEET; THENCE N42°25'02"W, 123.00 FEET; THENCE S47°34'58"W, 164.18 FEET; THENCE N38°55'02"W, 92.29 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 925.00 FEET AND A CHORD BEARING AND DISTANCE OF S55°16'54"W, 218.83 FEET TO WHICH A RADIAL LINE BEARS S41°30'41"E; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°35'10" AN ARC DISTANCE OF 219.34 FEET; THENCE S27°55'31"E, ALONG A NON-TANGENT LINE, 55.55 FEET; THENCE S00°08'43"W, 549.91 FEET TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 34; THENCE N89°51'17"W, ALONG SAID SOUTH LINE, 714.88 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NO0°08'43"E, 108.00 FEET; THENCE N22°55'13"W, 100.12 FEET: THENCE NO2'05'58"W, 56.34 FEET; THENCE N87'54'02"E, 87.53 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1,275.00 FEET AND A CHORD BEARING AND DISTANCE OF N09°09'19"W, 181.30 FEET TO WHICH A RADIAL LINE BEARS S76°46'03"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08'09'14", AN ARC DISTANCE OF 181.45 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 175.00 FEET. THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10~11'41". AN ARC DISTANCE OF 31.14 FEET: THENCE ALONG A NON-TANGENT LINE RUN S87°54'02"W, 148.58 FEET; THENCE N76°02'26"W, 61.23 FEET; THENCE N67°40'32"W, 160.51 FEET; THENCE N70°08'57"W, 60.06 FEET; THENCE N69°13'39"W, 71.12 FEET; THENCE N48\*37'05"W. 71.73 FEET: THENCE N46\*36'55"W. 70.30 FEET: THENCE N47\*34'17"E, 91.28 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 390.00 FEET AND A CHORD BEARING AND DISTANCE OF N27°28'52"W, 201.19 FEET TO WHICH A RADIAL LINE BEARS S47'34'17"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°53'42", AN ARC DISTANCE OF 203.49 FEET; THENCE ALONG A NON-TANGENT LINE RUN N89°51'17"W, 101.88 FEET; THENCE N00°08'43"E, 238.73 FEET; THENCE S68'34'57"E, 116.40 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 390.00 FEET AND A CHORD BEARING AND DISTANCE OF N23°58'16"E, 99.18 FEET TO WHICH A RADIAL LINE BEARS N73°20'03"W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°36'38", AN ARC DISTANCE OF 99.45 FEET TO THE POINT OF TANGENCY; THENCE N31\*16'35"E, 145.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93'45'47", AN ARC DISTANCE OF 32.73 FEET TO A POINT ON THE BOUNDARY OF VILLAGES OF SOUTHERN OAKS UNIT NO. 42 AS RECORDED IN PLAT BOOK 17. PAGES 36, 36A THROUGH 36F, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; SAID POINT BEING A POINT OF CUSP ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 670.00 FEET AND A CHORD BEARING AND DISTANCE OF S58"35"58"E. 90.84 FEET TO WHICH A RADIAL LINE BEARS N27"30"48"E: THENCE ALONG SAID BOUNDARY THE FOLLOWING FIVE (5) COURSES: RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07'46'28", AN ARC DISTANCE OF 90.91 FEET TO THE POINT OF TANGENCY: THENCE S54'42'44"E, 596.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 380.00 FEET THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 67°36'03", AN ARC DISTANCE OF 448.35 FEET TO THE POINT OF TANGENCY; THENCE N57\*41'13"E. 159.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1,170.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22'53'27", AN ARC DISTANCE OF 467.44 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1,030.00 FEET; THENCE DEPARTING SAID PLATTED BOUNDARY RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07'03'36", AN ARC DISTANCE OF 126.92 FEET: THENCE ALONG A NON-TANGENT LINE RUN S16°28'57"E, 40.32 FEET: THENCE S05°24'52"E, 52.97 FEET; THENCE S02°51'28"W, 90.42 FEET; THENCE S26°52'39"W, 90.88 FEET; THENCE S50°32'09"E, 62.40 FEET; THENCE S42°47'45"E, 69.02 FEET; THENCE \$36'31'29"E, 75.68 FEET; THENCE \$28'18'09"E, 68.30 FEET; THENCE \$21'48'38"E, 53.68 FEET; THENCE \$16'07'56"E, 44.81 FEET; THENCE N89'51'17"W, 47.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 125.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°45'58". AN ARC DISTANCE OF 27.85 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 84°02'16' AN ARC DISTANCE OF 29.33 FEET TO A POINT OF CUSP ON THE ARC OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 450.00 FEET AND A CHORD BEARING AND DISTANCE OF S09"13'08"E, 146.44 FEET TO WHICH A RADIAL LINE BEARS N71"25'01"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE. THROUGH A CENTRAL ANGLE OF 18'43'42", AN ARC DISTANCE OF 147.09 FEET TO THE POINT OF TANGENCY: THENCE SO0°08'43"W, 5.51 FEET; THENCE S89'51'17"E, 115.00 FEET; THENCE S00'08'43"W, 533.96 FEET TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 34: THENCE N89°47'59"W. ALONG SAID SOUTH LINE A DISTANCE OF 271.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 35.18 ACRES, MORE OR LESS.



NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION

OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

1.) BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST AS BEING N89°51'17"W.

2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES: PROVIDED. HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC. TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALI BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC. TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL

3.) ALL DISTANCES SHOWN ARE IN FEET.

ASSIGNS, OR THE CITY OF WILDWOOD.

SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

- 4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES
- 5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.
- 6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RÉCORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.
- 7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE RÉQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.
- 8.) TRACT "A" IS FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY THE DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.
- 9.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF TRACTS CONVEYED TO THE DISTRICT PURSUANT TO THE PLAT OF THE SUBDIVISION, TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON; (B) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT. THE SUBDIVISION, OR THE PUBLIC; (C) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY SOUTH SUMTER UTILITY COMPANY, LLC, OR ITS ASSIGNS, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, SUBDIVISION, OR THE PUBLIC; AND (D) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, OR ITS
- 10.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

### VILLAGES OF SOUTHERN OAKS UNIT NO. 40 CONVEYANCE AND GRANT OF EASEMENTS TO <u>VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12</u>

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES LAND COMPANY, LLC, (THE DEVELOPER) IN TRACT "A" AND THE ROADWAYS SHOWN ON THIS PLAT OF VILLAGES OF SOUTHERN OAKS UNIT NO. 40, IS HEREBY SOLD, CONVEYED AND SET OVER TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12 (THE DISTRICT): (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, ENJOYMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES; AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACT AND ROADWAYS (INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

THE DEVELOPER ALSO GRANTS TO THE DISTRICT NON-EXCLUSIVE, PERPETUAL EASEMENTS OVER, ACROSS AND UPON ANY SPECIAL EASEMENTS SHOWN HEREON FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES LOCATED THEREIN.

THE DISTRICT, BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN THE TRACT LISTED ABOVE, INCLUDING ALL IMPROVEMENTS CONSTRUCTED THEREON AND DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS PERPETUALLY, AND MAINTAIN THE ROADWAYS AND DRAINAGE FEATURES LYING WITHIN SUCH ROADWAYS FOR TWO YEARS AFTER THE CITY ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED.

WITNESSES AS TO ALL	THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY BY: TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS MANAGER
SIGNATURE	BY:
PRINT NAME	MARTIN L. DZURO, MANAGER
SIGNATURE	
PRINT NAME	

COUNTY OF SUMTER THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS\_\_\_\_\_DAY OF\_

2019, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC. A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC - STATE OF FLORIDA	
PRINT NAME:	SEAL
COMMISSION NO.:	l JEAN
COMMISSION EXPIRES:	

### CERTIFICATE OF APPROVAL BY CITY OFFICIALS

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE PROJECT REVIEW COMMITTEE OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA AND WAS APPROVED BY THE BOARD FOR RECORD ON THIS \_\_\_\_\_, DAY OF \_\_\_\_\_\_, 2019.

ATTEST:

STATE OF FLORIDA

MELANIE D. PEAVY PROJECT REVIEW COMMITTEE COORDINATOR

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE COMMISSION OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND WAS APPROVED BY THE COMMISSION FOR RECORD ON THIS \_\_\_\_\_ DAY OF

CASSANDRA	SMITH
CITY CLERK	

ED WOLF MAYOR

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE ATTORNEY FOR THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND APPROVED BY HIM OR HER AS TO FORM AND LEGALITY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

> ASHLEY HUNT CITY OF WILDWOOD, ATTORNEY

DEVELOPMENT SERVICES DIRECTOR MELANIE D. PEAVY

PUBLIC WORKS DIRECTOR JEREMY HOCKENBURY

CITY ENGINEER KIMLEY HORN AND ASSOCIATES GENE LOSITO, P.E.

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SHEET 1 OF 6

### **DEDICATION**

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES LAND COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF SOUTHERN OAKS UNIT NO. 40. A SUBDIVISIÓN OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF WILDWOOD AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACT "A" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12.

WITNESSES: THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY BY: TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS MANAGER

SIGNATURE	BY:
	MARTIN L. DZURO, MANAGEI
PRINT NAME	

PRINT NAME

WITNESSES: VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12 SIGNATURE SIGNATURE

PRINT NAME DEAN BARBERREE, CHAIRMAN SIGNATURE

STATE OF FLORIDA

COUNTY OF SUMTER

PRINT NAME

SIGNATURE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS. 2019, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN

NOTARY PUBLIC - STATE OF FLORIDA	SEAL
PRINT NAME:	
COMMISSION NO.:	
COMMISSION EXPIRES:	

STATE OF FLORIDA COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS... DAY OF\_\_\_\_\_, 2019, BY\_\_\_

COMMUNITY DEVELOPMENT DISTRICT NO. 12, ON BEHALF OF THE DISTRICT, AND DID NOT TAKE AN OATH.

NOTARY PUBLIC - STATE OF FLORIDA PRINT NAME: SERIAL / COMM. NO.

### CERTIFICATE OF SURVEYOR

PERSONALLY KNOWN

SEAL

HEREBY CERTIFY THAT THIS PLAT OF VILLAGES OF SOUTHERN OAKS UNIT NO. 40. WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; AND THAT THE PERMANENT REFERENCE MONUMENTS AS SHOWN THEREON WERE PLACED ON THE \_\_\_\_\_ DAY OF CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

FARNER, BARLEY & ASSOCIATES, INC. 4450 N.E. 83rd ROAD WILDWOOD, FLORIDA 34785 LICENSED BUSINESS NO. 4709

TYPE OF IDENTIFICATION PRODUCED:

SEAL KAYE M. JAMESON

REGISTRATION NO. 5912 CERTIFICATE OF CLERK

HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND THAT

IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND WAS FILED FOR RECORD ON\_ 20\_\_\_\_,AT\_\_\_\_\_\_ FILE NUMBER\_\_\_\_\_ PLAT BOOK \_\_\_\_\_PAGE \_

CLERK OF THE COURT IN AND FOR SUMTER COUNTY, FLORIDA

PRINT NAME SIGNATURE DEPUTY CLERK DEPUTY CLERK

## REVIEWING SURVEYOR'S CERTIFICATE

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HEREBY CERTIFY THAT I HAVE PERFORMED A REVIEW OF THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES AND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED, HOWEVER, THAT MY REVIEW AND CERTIFICATION DOES NOT INCLUDE FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

DATE

SIGNATURE

RONALD W. HERR, P.L.S. WADE SURVEYING, INC

REGISTRATION NO.

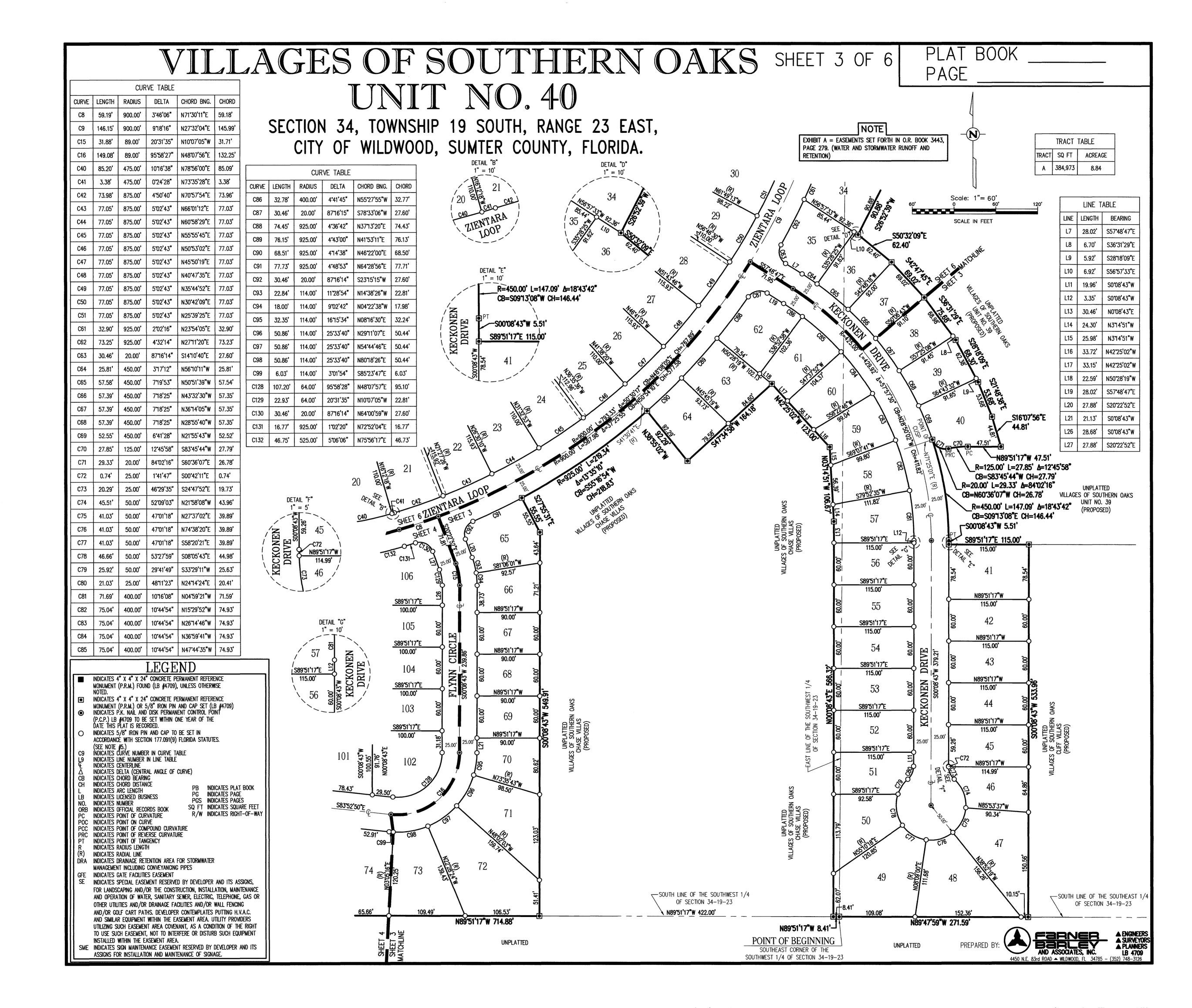
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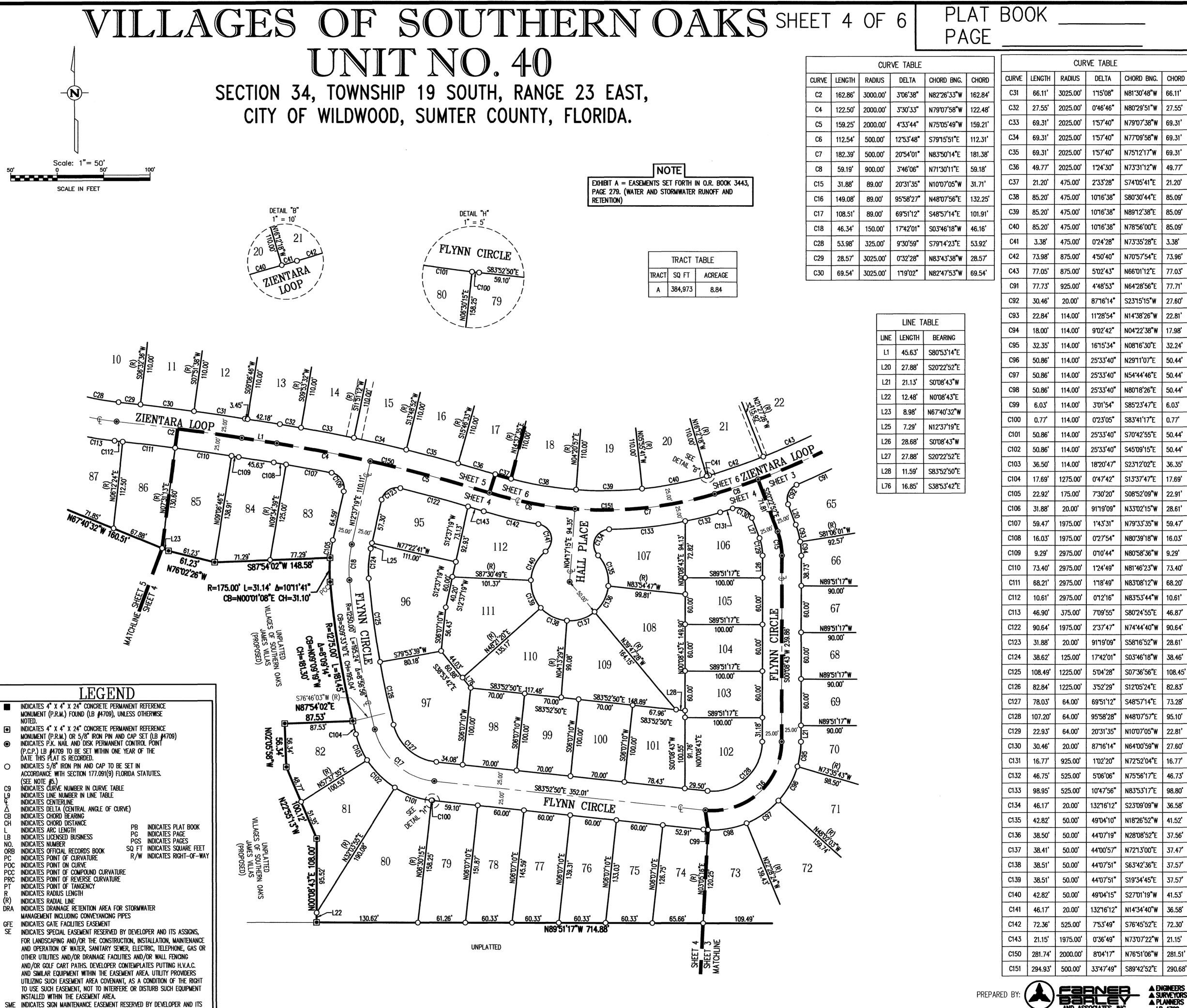
PREPARED BY: **A ENGINEERS ▲ SURVEYORS** 

4450 N.E. 83rd ROAD A WILDWOOD, FL 34785 A (352) 748-3126

AND ASSOCIATES, INC.

VILLAGES	OF SOUT	HERNO	AKS	SHEET 2 OF	6 PLAT E	300K
	UNIT NO.	40				
	, TOWNSHIP 19 SOUTH,					
CITY OF	WILDWOOD, SUMTER CO	UNTY, FLORIDA.				
- <b>N</b> -			NO	<del></del> -	TRACT TABLE	
		KEY MAP	EXHIBIT A = EASEMENTS SE PAGE 279. (WATER AND ST RETENTION)	T FORTH IN O.R. BOOK 3443,	TRACT SQ FT ACREAGE  A 384,973 8.84	
Scale: 1"= 120' 120' 240'						
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	REAGAN ROAD					
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	$\frac{7}{8}$		TRACT "A"	25 26	62 61 38	Can to the second secon
	9 / 10	11 12 13 14		23 24 64 63	601	40
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INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.  INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709)  INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.  INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #5.)  SEE NOTE #5.)  PO INDICATES CURVE NUMBER IN CURVE TABLE L9 INDICATES LINE NUMBER IN LINE TABLE Q INDICATES CHORD BEARING CH INDICATES CHORD BEARING CH INDICATES CHORD DISTANCE L INDICATES CHORD DISTANCE L INDICATES CHORD DISTANCE L INDICATES HORD BUSINESS NO. INDICATES NUMBER ORB INDICATES OFFICIAL RECORDS BOOK PC INDICATES OFFICIAL RECORDS BOOK PC INDICATES PAGES R/W INDICATES SQUARE FEET R/W INDICATES RIGHT-OF-WAY		CIRCLE 97	109	SED)  69  1160  68  SED)	SAKS 23	HED OK SED)
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AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.						PREPARED BY:  FORMULE A SURVEYORS  A SURVEYORS  A PLANNERS
INSTALLED WITHIN THE EASEMENT AREA.  SME INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.						AND ASSOCIATES, INC.  4450 N.E. 83rd ROAD A WILDWOOD, FL 34785 A (352) 748-3126

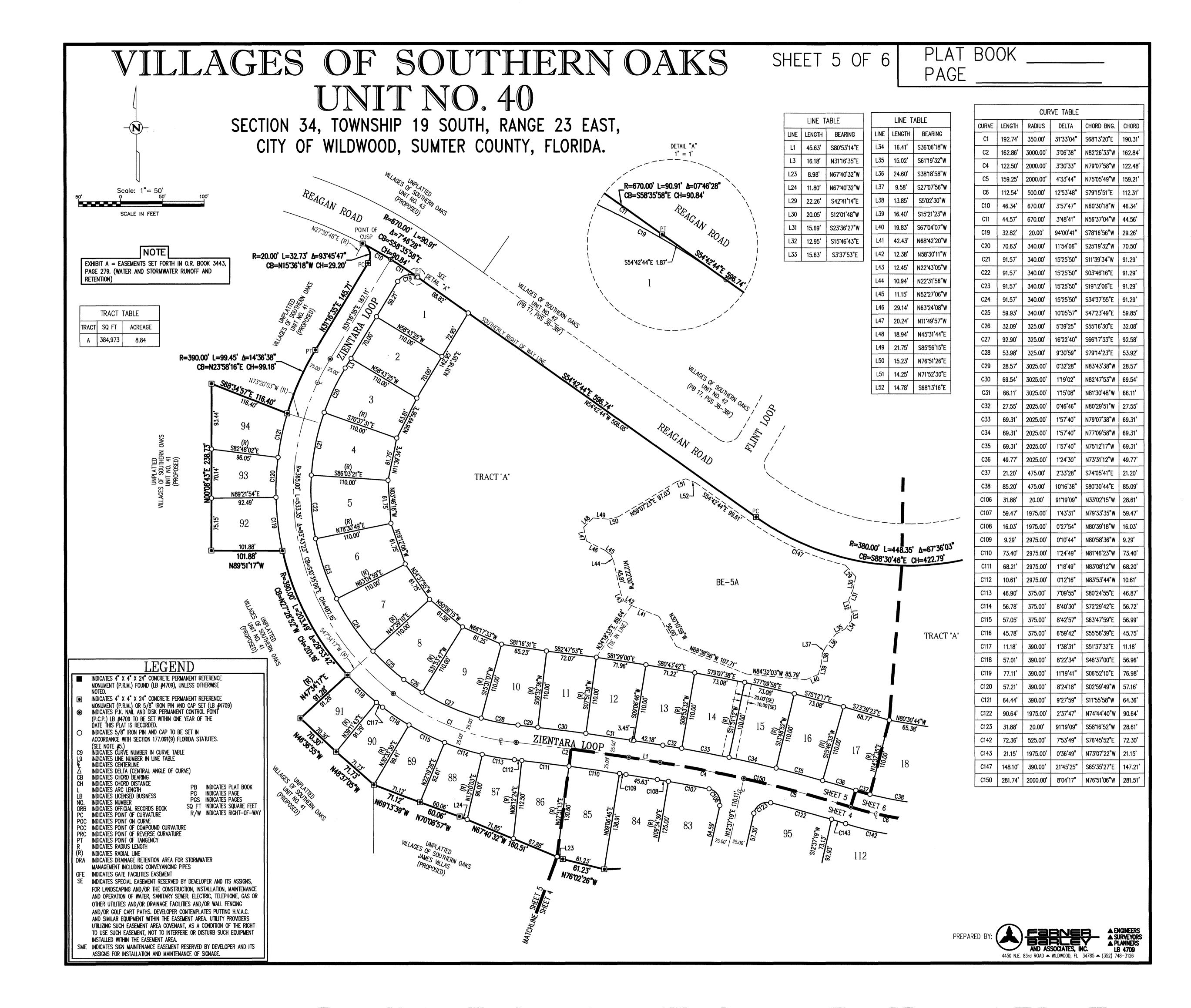


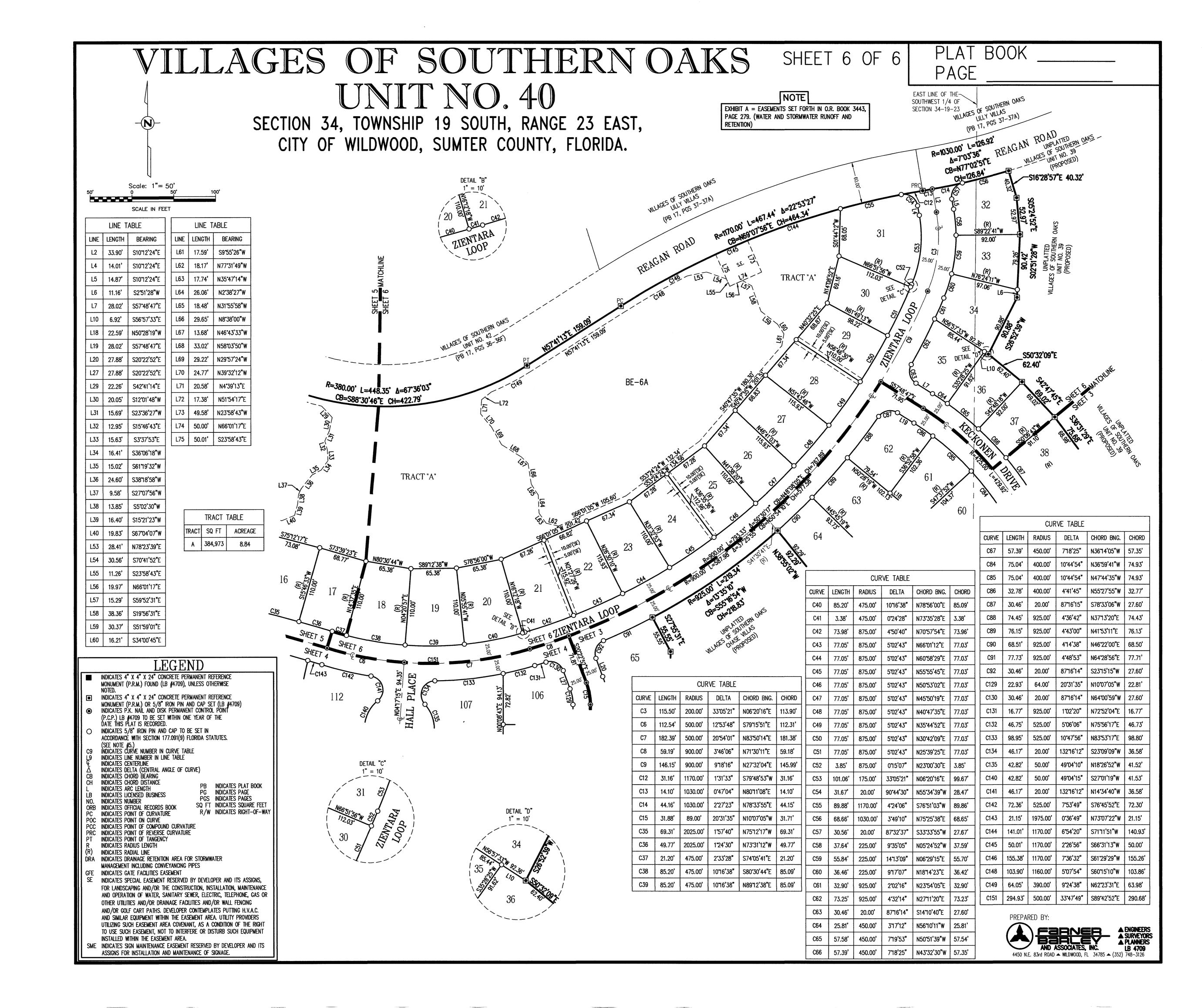


ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.

CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C31	66.11'	3025.00'	115'08"	N81°30'48"W	66.11'
C32	27.55'	2025.00'	0*46'46"	N80°29'51"W	27.55
C33	69.31'	2025.00'	1*57'40"	N79°07'38"W	69.31'
C34	69.31'	2025.00'	1°57'40"	N77*09'58"W	69.31'
C35	69.31	2025.00'	1°57'40"	N75°12'17"W	69.31'
C36	49.77	2025.00'	1°24'30"	N73°31'12"W	49.77
C37	21.20'	475.00°	2"33'28"	S74°05'41"E	21.20'
C38	85.20'	475.00'	1016'38"	S80°30'44"E	85.09
C39	85.20'	475.00°	101638	N8912'38"E	85.09°
C40	85.20'	475.00	1016'38"	N78*56'00"E	85.09
C41	3.38'	475.00'	0°24'28"	N73*35'28 <b>*</b> E	3.38'
C42	73.98'	875.00'	4*50'40"	N70*57'54"E	73.96
C43	77.05	875.00'	5*02'43"	N66°01'12"E	77.03
C91	77.73'	925.00'	4°48'53"	N64°28'56"E	77.71'
C92	30.46	20.00'	8716'14"	S23"5'15"W	27.60'
C93	22.84	114.00'	11°28'54"	N14°38'26"W	22.81
C94	18.00'	114.00'	9*02'42"	N04*22'38"W	17.98'
C95	32.35'	114.00'	16"15'34"	N0816'30"E	32.24
C96	50.86	114.00'	25°33'40"	N2911'07"E	50.44'
C97	50.86	114.00'	25'33'40"	N54'44'46"E	50.44
C98	50.86	114.00'	25'33'40"	N8018'26"E	50.44
C99	6.03'	114.00	3'01'54"	S85°23'47"E	6.03'
C100	0.77	114.00	0"23'05"	S83'41'17"E	0.77
C100	50.86	114.00	25°33'40"	S70°42'55"E	50.44
C101	50.86	114.00	25°33'40"	S45°09'15"E	50.44
C102	36.50	114.00	25 33 40 18°20'47"	S2312'02"E	36.35
C103	36.50 17.69'	1275.00	0°47°42"	S2312 02 E S13*37'47"E	17.69'
C104	22.92		7*30'20"	S08'52'09"W	22.91
		175.00'			
C106	31.88'	20.00'	9119'09"	N33°02'15"W	28.61'
C107	59.47'	1975.00'	1°43'31"	N79'33'35"W	59.47'
C108	16.03'	1975.00'	0°27'54"	N80°39'18"W	16.03'
C110	9.29'	2975.00'	010'44"	N80°58'36"W	9.29'
C110	73.40'	2975.00'	1°24'49"	N81°46'23"W	73.40'
C111	68.21	2975.00'	118'49"	N83°08'12"W	68.20'
C112	10.61'	2975.00'	012'16"	N83°53'44"W	10.61
C113	46.90'	375.00'	7*09'55"	S80°24'55"E	46.87'
C122	90.64	1975.00'	2*37*47*	N74°44'40"W	90.64
C123	31.88'	20.00'	9119'09"	S5816'52"W	28.61'
C124	38.62'	125.00'	17*42'01"	S03'46'18"W	38.46'
C125	108.49	1225.00'	5*04'28"	S07'36'56"E	108.45
C126	82.84'	1225.00'	3*52'29"	S12°05'24"E	82.83
C127	78.03	64.00'	69 <b>°</b> 51'12 <b>"</b>	S48'57'14"E	73.28'
C128	107.20'	64.00'	95*58'28"	N48°07'57"E	95.10'
C129	22.93'	64.00'	20°31'35"	N10°07'05"W	22.81'
C130	30.46	20.00'	87"16'14"	N64°00'59"W	27.60'
C131	16.77'	925.00'	1°02'20"	N72°52'04"E	16.77
C132	46.75	525.00'	5'06'06"	N75*56'17"E	46.73
C133	98.95	525.00	10°47'56"	N83°53'17"E	98.80'
C134	46.17	20.00'	13276'12"	S23°09'09"W	36.58
C135	42.82'	50.00'	49°04'10"	N18°26'52"W	41.52
C136	38.50'	50.00'	44 07 19"	N28'08'52"E	37.56
C137	38.41	50.00'	44°00'57"	N7213'00"E	37.47
C138	38.51	50.00'	44°07'51"	S63'42'36"E	37.57
C139	38.51'	50.00'	44°07'51"	S19°34'45"E	37.57
C140	42.82	50.00'	49'04'15"	S27°01'19"W	41.53'
C141	46.17	20.00'	13276'12"	N14°34'40"W	36.58
	<u> </u>	525.00'	7*53'49*	S76°45'52"E	72.30'
C142	72.36	, ·	ı		
C142 C143	21.15	1975.00'	0°36'49"	N73°07'22"W	21.15'
<u> </u>			0°36'49" 8°04'17"	N73°07'22"W N76°51'06"W	21.15' 281.51'
C143	21.15'	1975.00'			

**A PLANNERS** 4450 N.E. 83rd ROAD ▲ WILDWOOD, FL 34785 ▲ (352) 748-3126







#### AGENDA REQUEST

**TO:** Village Community Development District No. 12 Supervisors

**FROM:** Richard J. Baier, District Manager

**DATE:** 4/11/2019

SUBJECT: Accept and Convey the Common Tracts and Roadways VOSO Unit No.

41

#### **ISSUE:**

Acceptance of the Conveyance of the Common Tracts and Roadways and Join in the Dedication of those Common Tracts and Roadways for Villages of Southern Oaks Unit No. 41 and Adopting Resolution 19-39 finding certain services, maintenance and repair activities to be in the public interest and accepting the obligation to perform such activities.

ANALYSIS/INFORMATION: Farner-Barley and Associates, Inc. has provided the Record Plats for Villages of Southern Oaks (VOSO) Unit No. 41 which will be submitted to Sumter County for approval and acceptance. Approval of the plat provides for the acceptance of the conveyance of certain tracts and roads, the subsequent dedication of the tracts and roads to the entities listed on the plats and other rights and conditions set forth in the dedication. The plat also provides for the District's obligations within VOSO Unit No. 41 as certain services, maintenance and repair activities are in the public interest and accept the obligation to perform those services within VOSO Unit No. 41.

#### **STAFF RECOMMENDATION:**

Staff recommends the Board Accept the Conveyance of the Common Tracts and Roadways and Join in the Dedication of those Common Tracts and Roadways on the following plat: Villages of Southern Oaks Unit No. 41 and authorize the Chairman or Vice Chairman to Execute the Mylar of the following plat: Villages of Southern Oaks Unit No. 41 and Adopting Resolution 19-39 finding certain services, maintenance and repair activities to be in the public interest and accept the obligation to perform those services within Villages of Southern Oaks Unit No. 41.

#### **MOTION:**

Request the Board Accept and Convey the Common Tracts and Roadways and Join in the Dedication of those Common Tracts and Roadways on the following plat: Villages of Southern Oaks Unit No. 41 and authorize the Chairman or Vice Chairman to Execute the Mylar of the following plat: Villages of Southern Oaks Unit No. 41 and Adopting Resolution 19-39 finding certain services, maintenance and repair activities to be in the public interest and accept the

obligation to perform those services within VOSO Unit No. 41.

#### **ATTACHMENTS:**

D

Description Type Resolution 19-39 Cover Memo D VOSO Unit No. 41 Cover Memo

#### **RESOLUTION NO. 19-39**

A RESOLUTION OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12 FINDING THAT THE PERFORMANCE OF CERTAIN SERVICES IS FOR A PUBLIC PURPOSE AND IS WITHIN THE BEST INTEREST OF THE DISTRICT; ACCEPTING THE OBLIGATION TO PERFORM SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** Village Community Development District No. 12, formerly known as Wildwood Springs Community Development District (the "<u>District</u>"), is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("<u>Uniform Act</u>"), by the City of Wildwood, Florida by passage of Ordinance No. 02011-09 ("Ordinance"); and

**WHEREAS,** pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and perform services related thereto, including, but not limited to, roads, drainage collection, water management systems, bridges, water supply and distribution systems, wastewater and reuse systems, and security features; and

**WHEREAS,** The Villages Land Company, LLC (the "<u>Developer</u>") is the developer of that land located within the District to be known as Villages of Southern Oaks Unit No. 41 (the "<u>Subdivision</u>"), pursuant to the plat presently before the District for approval, and Developer has requested that the District agree to perform the following services in connection with the Subdivision and as set forth on the Subdivision plat (collectively, the "<u>Services</u>"):

- (a) Maintenance and repair of areas owned by the District or dedicated to the use and enjoyment of the residents of the District, the Subdivision, or the public;
- (b) Pay for the cost of water and sewer provided by South Sumter Utility Company, LLC, or its assigns, together with the cost of garbage, electrical, lighting, telephone, gas and other necessary utility service for areas owned by the District or dedicated to the use and enjoyment of the residents of the District, Subdivision, or the public;
- (c) Maintenance and repair of the storm water runoff drainage system including drainage easements and drain pipes not maintained by Southeast Wildwood Water Conservation Authority, LLC, or its assigns, or the City of Wildwood;
- (d) Maintenance and repair of the top and exterior of the walls and/or fences located on or abutting Tract A, B and C of the Subdivision; and

(e) Maintenance and repair, including structural repair, of the walls and/or fences located on or adjacent to Tracts D, E and F of the Subdivision.

**WHEREAS,** the District is authorized by the Act to perform the Services, performance of said Services is for a public purpose, and it is in the District's best interest for the District to perform the Services; and

WHEREAS, because of the foregoing, the District desires to perform the Services.

## NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12 (THE "BOARD"), THAT:

**SECTION 1.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2.** The District finds it serves a public purpose and is within the residents' best interest to perform the Services.

**SECTION 3.** This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this	day of, 2019.
ATTEST:	VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12
Richard J. Baier, District Manager	Dean Barberree Chair, Board of Supervisors

## VILLAGES OF SOUTHERN OAKS UNIT NO. 41

SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

### LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 34; THENCE S89'51'17"E, ALONG THE SOUTH LINE OF THE SAID SOUTHWEST 1/4 A DISTANCE OF 188.19 FEET TO THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 501 PER RIGHT OF WAY MAP #93-151 FOR THE POINT OF BEGINNING; SAID POINT ALSO BEING ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, AND HAVING A RADIUS OF 3,079.82 FEET AND A CHORD BEARING AND DISTANCE OF NO4'31'51"W, 351.05 FEET TO WHICH A RADIAL LINE BEARS N88°44'11"E; THENCE DEPARTING SAID SOUTH LINE AND ALONG THE EAST RIGHT OF LINE THE FOLLOWING THREE (3) COURSES: RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06'32'04", AN ARC DISTANCE OF 351.24 FEET TO THE POINT OF TANGENCY; THENCE NO7\*47'53"W, 320.23 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 2,919.83 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04\*54'36". AN ARC DISTANCE OF 250.21 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE AND ALONG A NON-TANGENT LINE RUN N87'06'42"E, 75.00 FEET; THENCE S89'51'17"E, 742.19 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 390.00 FEET AND A CHORD BEARING AND DISTANCE OF S27°28'52"E, 201.19 FEET TO WHICH A RADIAL LINE BEARS S77'27'59"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°53'42", AN ARC DISTANCE OF 203.49 FEET TO A NON-TANGENT LINE; THENCE S47\*34'17"W, 91.28 FEET; THENCE S46\*36'55"E, 70.30 FEET; THENCE S48\*37'05"E, 71.73 FEET; THENCE S00°08'43"W, 584.56 FEET TO AFORESAID SOUTH LINE OF THE SOUTHWEST 1/4; THENCE ALONG SAID SOUTH LINE RUN N89°51'17"W, 851.50 FEET TO THE

CONTAINING 18.34 ACRES, MORE OR LESS.

POINT OF BEGINNING.

## VILLAGES OF SOUTHERN OAKS UNIT NO. 41 CONVEYANCE AND GRANT OF EASEMENTS TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES LAND COMPANY, LLC, (THE DEVELOPER) IN TRACTS "A", "B", "C", "D", "E" AND "F" AND THE ROADWAYS SHOWN ON THIS PLAT OF VILLAGES OF SOUTHERN OAKS UNIT NO. 41, IS HEREBY SOLD, CONVEYED AND SET OVER TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12 (THE DISTRICT): (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, ENJOYMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES: AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACTS AND ROADWAYS (INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

THE DEVELOPER ALSO GRANTS TO THE DISTRICT NON-EXCLUSIVE, PERPETUAL EASEMENTS OVER, ACROSS AND UPON ANY SPECIAL EASEMENTS SHOWN HEREON FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES LOCATED THEREIN.

THE DISTRICT, BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN THE TRACTS LISTED ABOVE, INCLUDING ALL IMPROVEMENTS CONSTRUCTED THEREON AND DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS PERPETUALLY, AND MAINTAIN THE ROADWAYS AND DRAINAGE FEATURES LYING WITHIN SUCH ROADWAYS FOR TWO YEARS AFTER THE CITY ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED.

WITNESSES AS TO ALL

THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY BY: TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY,

MARTIN L. DZURO, MANAGER

ITS MANAGER

SIGNATURE

PRINT NAME

SIGNATURE

PRINT NAME

STATE OF FLORIDA COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS\_\_\_\_\_DAY OF\_\_ 2019, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

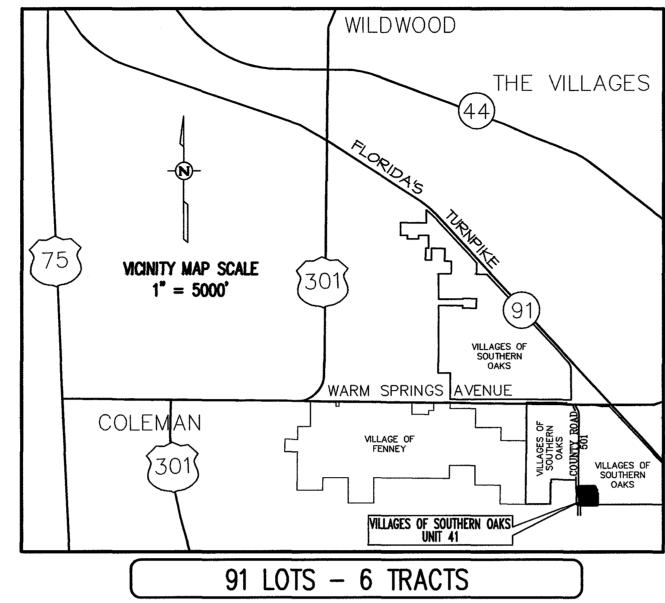
NOTARY PUBLIC - STATE OF FLORIDA PRINT NAME:

PREPARED BY:

COMMISSION NO.

COMMISSION EXPIRES:





NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

1.) BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST AS BEING S89°51'17"E.

SHEET 1 OF 4

**PAGE** 

2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES: PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY. IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC. TELEPHONE GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE

3.) ALL DISTANCES SHOWN ARE IN FEET.

4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER

5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.

6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RÉCORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.

7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

8.) TRACTS "A" AND "B", ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN

9.) TRACTS "C", "D", "E" AND "F" ARE FOR ANY PURPOSES PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY THE DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.

10.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (B) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY SOUTH SUMTER UTILITY COMPANY, LLC. OR ITS ASSIGNS. TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, SUBDIVISION, OR THE PUBLIC; (C) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, OR ITS ASSIGNS, OR THE CITY OF WILDWOOD; (D) MAINTENANCE AND REPAIR OF THE TOP AND EXTERIOR OF THE WALLS AND/OR FENCES LOCATED ON OR ABUTTING TRACT C OF THE SUBDIVISION; AND (E) MAINTENANCE AND REPAIR, INCLUDING STRUCTURAL REPAIR, OF THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACTS D, E AND F OF THE

11.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

NGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 19  LATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS  CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES;  HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE  SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE,  OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES  LIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT  THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE,  OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL  ITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE  N.	WITNESSES:	THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY BY: TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS MANAGER
REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER NON-RADIAL.  CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF OR OTHER SURETY.  AMENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.  PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE NTS OF CHAPTER 177, FLORIDA STATUTES.  ITS "A" AND "B", ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN Y DEVELOPER.  ITS "C", "D", "E" AND "F" ARE FOR ANY PURPOSES PERMITTED BY APPLICABLE LAW AND IN WRITING BY THE DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE Y'S CONSENT.  INSTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING (A) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE WATER AND SEWER PROVIDED BY SOUTH SUMTER UTILITY COMPANY, LLC, OR ITS ASSIGNS, WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY RIVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENDOYMENT OF THE STORM NOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTENINED BY THE DISTRICT, SUBDIVISION, OR THE PUBLIC; (C) MAINTENANCE AND REPAIR OF THE STORM NOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY THE DISTRICT, SUBDIVISION, OR THE PUBLIC; (C) MAINTENANCE AND REPAIR OF THE STORM NOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY THE DISTRICT OR AND EXTERIOR OF THE WALLS AND/OR FENCES LOCATED ON NO TRACT C OF THE SUBDIVISION, AND (E) MAINTENANCE AND REPAIR, INCLUDING STRUCTURAL THE WALLS AND/OR FENCES LOCATED ON NO TRACT C OF THE SUBDIVISION, AND (E) MAINTENANCE AND REPAIR, INCLUDING STRUCTURAL THE WALLS AND/OR FENCES LOCATED ON NO TRACT C OF THE SUBDIVISION, AND (E) MAINTENANCE AND REPAIR, INCLUDING STRUCTURAL	SIGNATURE PRINT NAME  (2) SIGNATURE PRINT NAME  WITNESSES:  (1) SIGNATURE PRINT NAME  (2) SIGNATURE PRINT NAME	BY:  MARTIN L. DZURO, MANAGER  VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12  BY:  SIGNATURE  DEAN BARBERREE, CHAIRMAN
ITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.	DAY OF, 2019, ON BEHALF OF TVL COMPA COMPANY, THE MANAGER OF FLORIDA LIMITED LIABILITY	IT WAS ACKNOWLEDGED BEFORE ME THIS BY MARTIN L. DZURO, AS MANAGER OF AND NY, LLC, A FLORIDA LIMITED LIABILITY OF THE VILLAGES LAND COMPANY, LLC, A COMPANY, FOR THE PURPOSES EXPRESSED LY KNOWN TO ME AND WHO DID NOT TAKE AN  OF FLORIDA  SEAL
CERTIFICATE OF APPROVAL BY CITY OFFICIALS  THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE PROJECT REVIEW COMMITTEE OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA AND WAS APPROVED BY THE BOARD FOR RECORD ON THIS DAY OF, 2019.  ATTEST:  MELANIE D. PEAVY PROJECT REVIEW COMMITTEE COORDINATOR	DAY OF 20THECOMMUNITY DEVELOPMENT DISTRICT, AND DID NOT TA  NOTARY PUBLIC — STATE OF PRINT NAME:	OF VILLAGE DISTRICT NO. 12, ON BEHALF OF THE KE AN OATH.  SEAL
THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE COMMISSION OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND WAS APPROVED BY THE COMMISSION FOR RECORD ON THIS DAY OF, 2019.	I HEREBY CERTIFY THAT TO UNIT NO. 41, WAS PREPAR AND THAT THE PERMANEN	TIFICATE OF SURVEYOR  HIS PLAT OF VILLAGES OF SOUTHERN OAKS PED UNDER MY DIRECTION AND SUPERVISION; T REFERENCE MONUMENTS AS SHOWN THEREON  DAY OF, 2019; I FURTHER

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES LAND COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF SOUTHERN OAKS UNIT NO. 41, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY

DEVELOPMENT DISTRICT NO. 12 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF WILDWOOD AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C", "D", "E" AND "F" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12.

## REVIEWING SURVEYOR'S CERTIFICATE

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HEREBY CERTIFY THAT I HAVE PERFORMED A REVIEW OF THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES AND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED, HOWEVER, THAT MY REVIEW AND CERTIFICATION DOES NOT INCLUDE FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

DATE

SIGNATURE

RONALD W. HERR, P.L.S. WADE SURVEYING, INC.

REGISTRATION NO.

SEAL

ED WOLF MAYOR

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE ATTORNEY FOR THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND APPROVED BY HIM OR HER AS TO FORM AND LEGALITY ON THIS \_\_\_ DAY OF \_\_\_\_\_, 2019.

> ASHLEY HUNT CITY OF WILDWOOD, ATTORNEY

DEVELOPMENT SERVICES DIRECTOR MELANIE D. PEAVY

CASSANDRA SMITH

CITY CLERK

PUBLIC WORKS DIRECTOR JEREMY HOCKENBURY

CITY ENGINEER KIMLEY HORN AND ASSOCIATES GENE LOSITO, P.E.

CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTE 177, FLORIDA STATUTES.

FARNER, BARLEY & ASSOCIATES, INC. 4450 N.E. 83rd ROAD
WLDWOOD, FLORIDA 34785 LICENSED BUSINESS NO. 4709
EIGENGED BOSINESS NO. 4703

DATE KAYE M. JAMESON REGISTRATION NO. 5912 CEDMIDICAME OF CITION

FILE NUMBER

		7	<u> LRIIP</u>	ICAIL (	<u>JP CLC.</u>	<u> </u>			
REBY	<b>CERTIFY</b>	THAT	HAVE	EXAMINE	D THIS	PLAT	AND	FIND	THAT
OMPLI	ES IN FO	DRM WIT	H ALL	THE REC	QUIREME	NTS OF	F CH	APTER	177,
RIDA S	STATUTES	S AND Y	NAS FIL	ED FOR	RECORD	ON_			

CLERK

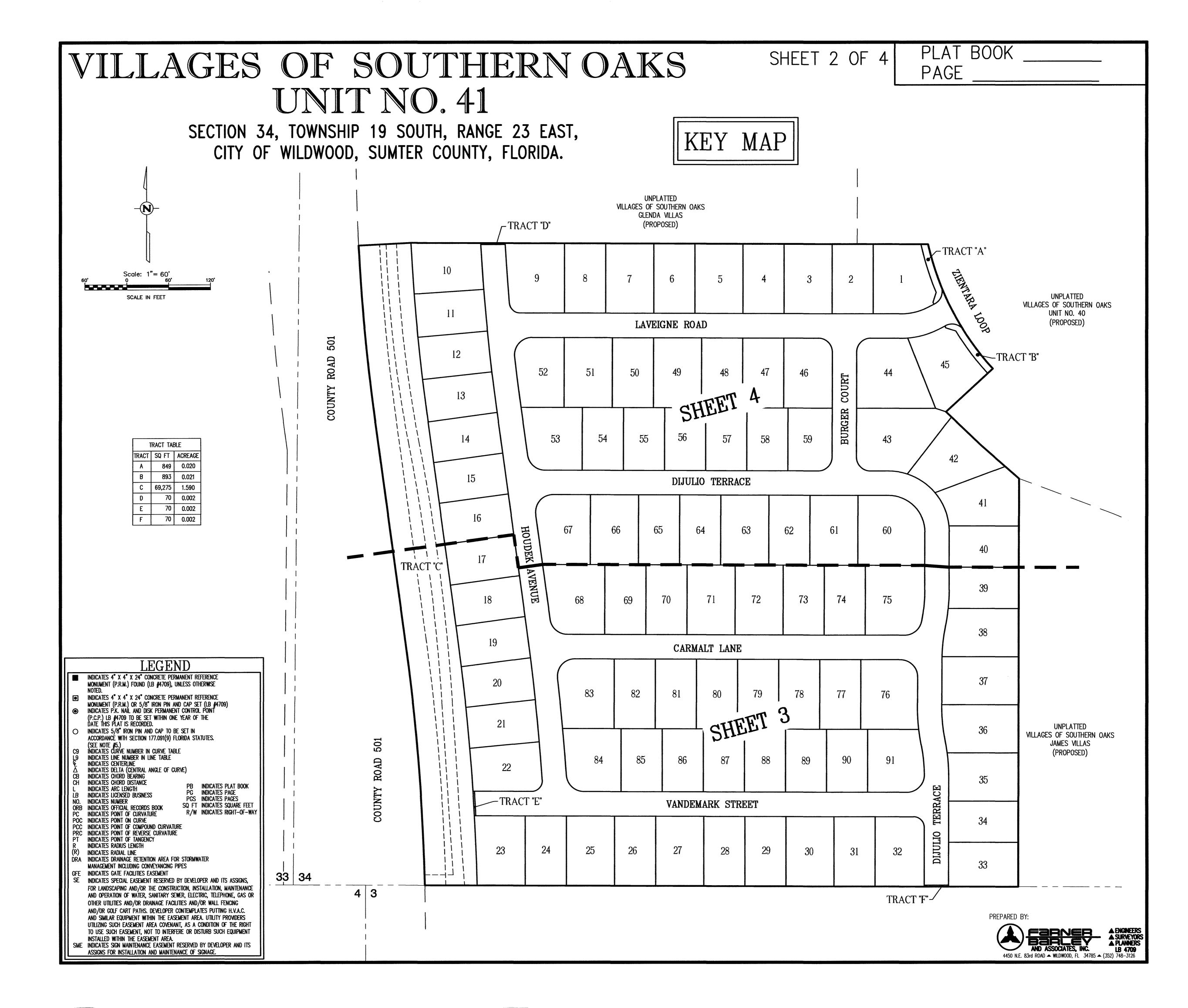
PLAT BOOK \_\_\_\_\_ \_\_PAGE CLERK OF THE COURT IN AND FOR SUMTER COUNTY, FLORIDA

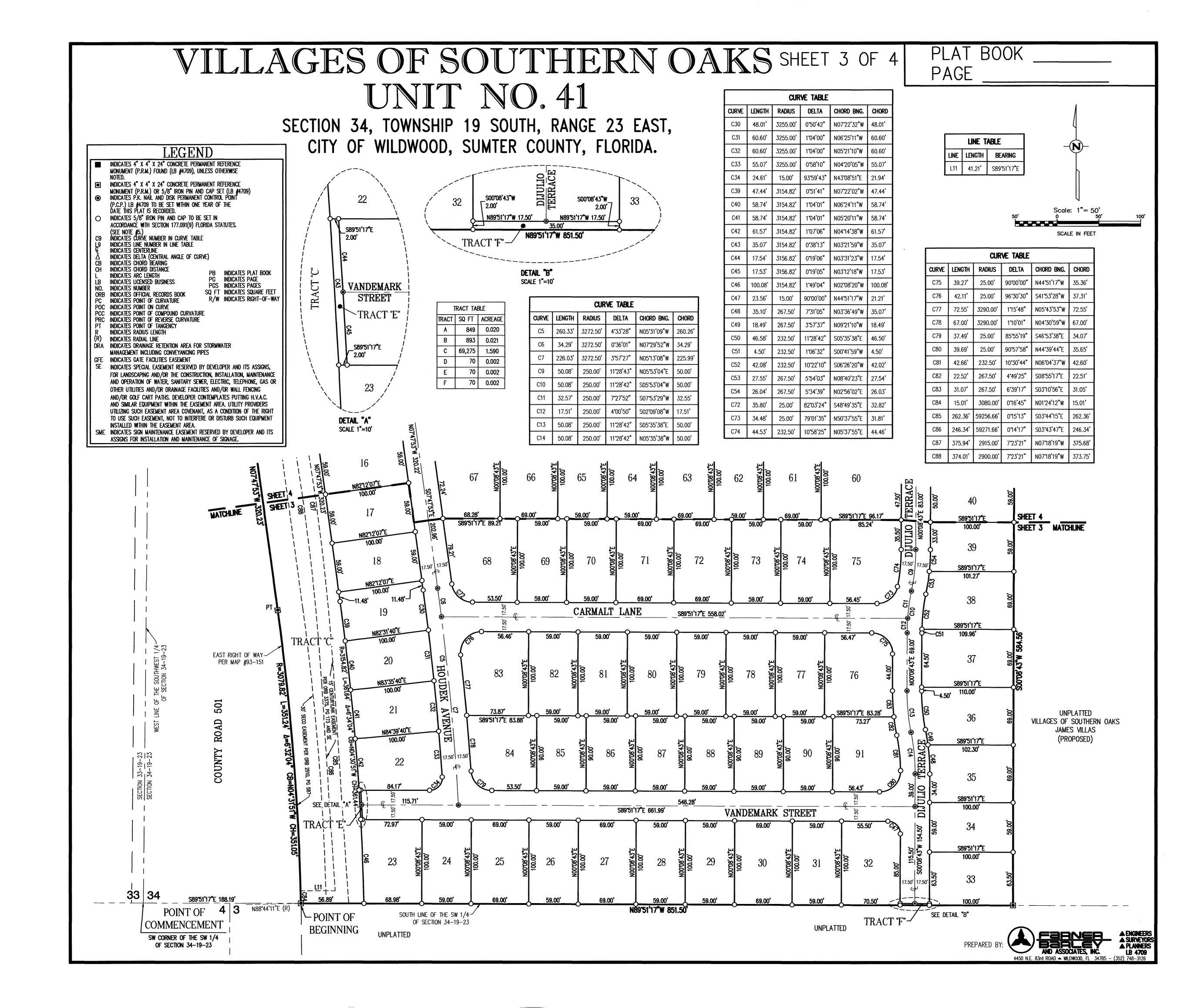
\_\_,AT \_\_\_\_

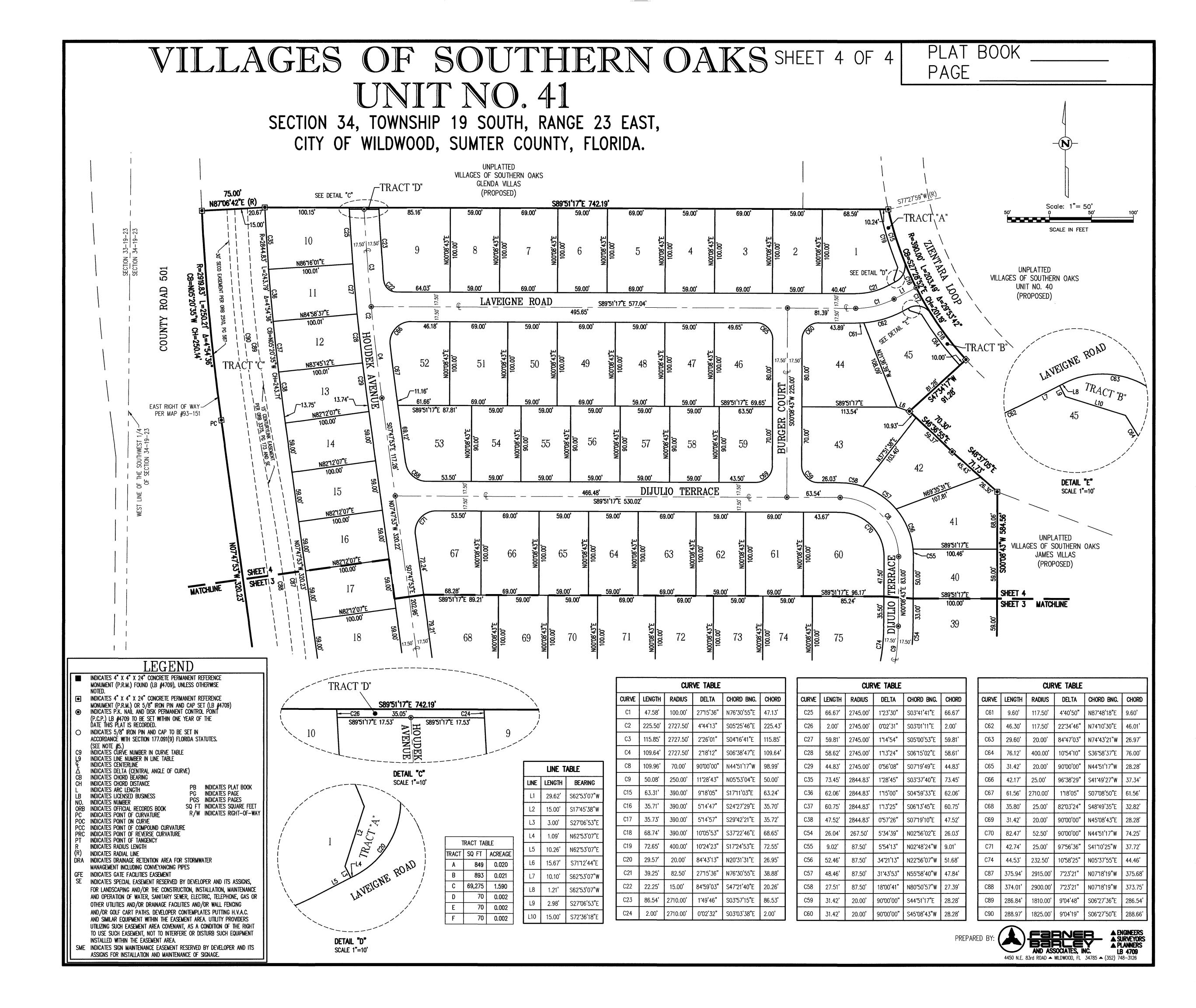
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#### **AGENDA REQUEST**

**TO:** Village Community Development District No. 12 Supervisors

**FROM:** Richard J. Baier, District Manager

**DATE:** 4/11/2019

SUBJECT: Accept and Convey the Common Tracts and Roadways - VOSO Unit 36A

#### **ISSUE:**

Acceptance of the Conveyance of the Common Tracts and Roadways and Join in the Dedication of those Common Tracts and Roadways for Villages of Southern Oaks Unit No. 36A and Adopting Resolution 19-40 finding certain services, maintenance and repair activities to be in the public interest and accepting the obligation to perform such activities.

#### **ANALYSIS/INFORMATION:**

Farner-Barley and Associates, Inc. has provided the Record Plats for Villages of Southern Oaks (VOSO) Unit No. 36A which will be submitted to Sumter County for approval and acceptance. Approval of the plat provides for the acceptance of the conveyance of certain tracts and roads, the subsequent dedication of the tracts and roads to the entities listed on the plats and other rights and conditions set forth in the dedication. The plat also provides for the District's obligations within VOSO Unit No. 36A as certain services, maintenance and repair activities are in the public interest and accept the obligation to perform those services within VOSO Unit No. 36A.

#### **STAFF RECOMMENDATION:**

Staff recommends the Board Accept the Conveyance of the Common Tracts and Roadways and Join in the Dedication of those Common Tracts and Roadways on the following plat: Villages of Southern Oaks Unit No. 36A and authorize the Chairman or Vice Chairman to Execute the Mylar of the following plat: Villages of Southern Oaks Unit No. 36A and Adopting Resolution 19-40 finding certain services, maintenance and repair activities to be in the public interest and accept the obligation to perform those services within Villages of Southern Oaks Unit No. 36A.

#### **MOTION:**

Request the Board Accept and Convey the Common Tracts and Roadways and Join in the Dedication of those Common Tracts and Roadways on the following plat: Villages of Southern Oaks Unit No. 36A and authorize the Chairman or Vice Chairman to Execute the Mylar of the following plat: Villages of Southern Oaks Unit No. 36A and Adopting Resolution 19-40 finding

certain services, maintenance and repair activities to be in the public interest and accept the obligation to perform those services within VOSO Unit No. 36A.

#### **ATTACHMENTS:**

Description Type

Resolution 19-40 Cover Memo

D VOSO Unit 36A Cover Memo

#### **RESOLUTION NO. 19-40**

A RESOLUTION OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12 FINDING THAT THE PERFORMANCE OF CERTAIN SERVICES IS FOR A PUBLIC PURPOSE AND IS WITHIN THE BEST INTEREST OF THE DISTRICT; ACCEPTING THE OBLIGATION TO PERFORM SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** Village Community Development District No. 12, formerly known as Wildwood Springs Community Development District (the "<u>District</u>"), is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("<u>Uniform Act</u>"), by the City of Wildwood, Florida by passage of Ordinance No. 02011-09 ("<u>Ordinance</u>"); and

**WHEREAS,** pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and perform services related thereto, including, but not limited to, roads, drainage collection, water management systems, bridges, water supply and distribution systems, wastewater and reuse systems, and security features; and

**WHEREAS,** The Villages Land Company, LLC (the "<u>Developer</u>") is the developer of that land located within the District to be known as Villages of Southern Oaks Unit No. 36A (the "<u>Subdivision</u>"), pursuant to the plat presently before the District for approval, and Developer has requested that the District agree to perform the following services in connection with the Subdivision and as set forth on the Subdivision plat (collectively, the "<u>Services</u>"):

- (a) Maintenance and repair of Tracts conveyed to the District pursuant to the Plat of the Subdivision, together with all improvements located thereon;
- (b) Maintenance and repair of areas owned by the District or dedicated to the use and enjoyment of the residents of the District, the Subdivision, or the public;
- (c) Pay for the cost of water and sewer provided by South Sumter Utility Company, LLC, or its assigns, together with the cost of garbage, electrical, lighting, telephone, gas and other necessary utility service for areas owned by the District or dedicated to the use and enjoyment of the residents of the District, Subdivision, or the public; and
- (d) Maintenance and repair of the storm water runoff drainage system including drainage easements and drain pipes not maintained by Southeast Wildwood Water Conservation Authority, LLC, or its assigns, or the City of Wildwood;

**WHEREAS,** the District is authorized by the Act to perform the Services, performance of said Services is for a public purpose, and it is in the District's best interest for the District to perform the Services; and

WHEREAS, because of the foregoing, the District desires to perform the Services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12 (THE "BOARD"), THAT:

**SECTION 1.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2.** The District finds it serves a public purpose and is within the residents' best interest to perform the Services.

**SECTION 3.** This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this	day of, 2019.
ATTEST:	VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12
Richard J. Baier, District Manager	Dean Barberree Chair, Board of Supervisors

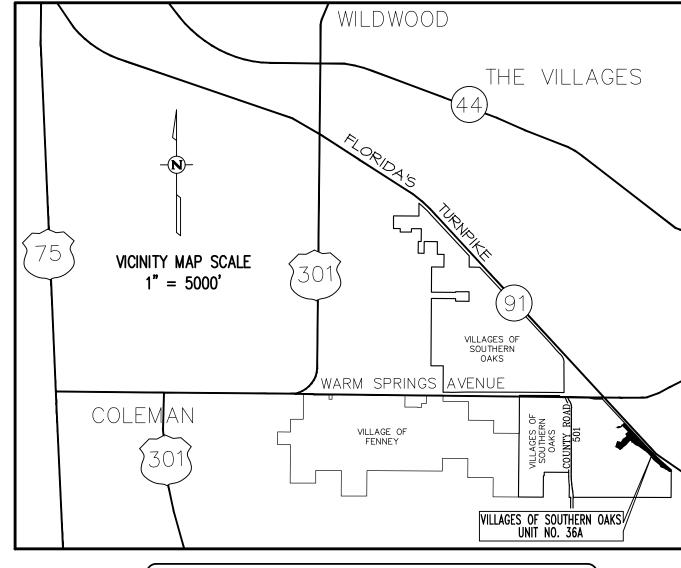
## VILLAGES OF SOUTHERN OAKS UNIT NO. 36A

SHEET 1 OF 7

A REPLAT OF TRACT "B", VILLAGES OF SOUTHERN OAKS UNIT NO. 36, PLAT BOOK 17, PAGES 38, 38A THROUGH 38E AND A REPLAT OF TRACT "A", VILLAGES OF SOUTHERN OAKS UNIT NO. 38, PLAT BOOK 17, PAGES 40, 40A THROUGH 40H, LYING WITHIN SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

### LEGAL DESCRIPTION

TRACT "B". VILLAGES OF SOUTHERN OAKS UNIT NO. 36. ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGES 38, 38A THROUGH 38E AND TRACT "A". VILLAGES OF SOUTHERN OAKS UNIT NO. 38. ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGES 40, 40A THROUGH 40H, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA. CONTAINING 24.29 ACRES, MORE OR LESS.



#### VILLAGES OF SOUTHERN OAKS UNIT NO. 36A CONVEYANCE AND GRANT OF EASEMENTS TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES LAND COMPANY, LLC, (THE DEVELOPER) IN TRACT "A" THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, ENJOYMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES; AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACT (INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

THE DEVELOPER ALSO GRANTS TO THE DISTRICT NON-EXCLUSIVE, PERPETUAL EASEMENTS OVER, ACROSS AND UPON ANY SPECIAL EASEMENTS SHOWN HEREON FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES LOCATED THEREIN.

THE DISTRICT, BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN THE TRACT LISTED ABOVE, INCLUDING ALL IMPROVEMENTS CONSTRUCTED THEREON AND DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS PERPETUALLY.

THE VILLAGES LAND COMPANY, LLC. WITNESSES AS TO ALL A FLORIDA LIMITED LIABILITY COMPANY BY: TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS MANAGER SIGNATURE PRINT NAME MARTIN L. DZURO, MANAGER SIGNATURE PRINT NAME STATE OF FLORIDA COUNTY OF SUMTER THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS\_\_\_\_\_DAY OF\_\_\_\_\_

COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH. NOTARY PUBLIC - STATE OF FLORIDA

BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY

PRINT NAME:\_\_\_ COMMISSION NO.:\_ COMMISSION EXPIRES:



## 32 LOTS - 1 TRACT

RONALD W. HERR, P.L.S.

WADE SURVEYING. INC.

SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

1.) BEARINGS ARE BASED ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE AS BEING

2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

3.) ALL DISTANCES SHOWN ARE IN FEET.

4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES

5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE

6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RÉCORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.

7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

8.) TRACT "A" IS FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.

SERVICES: (A) MAINTENANCE AND REPAIR OF TRACTS CONVEYED TO THE DISTRICT PURSUANT TO THE PLAT OF THE SUBDIVISION, TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON; (B) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE SOUTH SUMTER UTILITY COMPANY, LLC. OR ITS ASSIGNS, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL. LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, SUBDIVISION. OR THE PUBLIC: AND (D) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, OR ITS ASSIGNS, OR THE CITY OF WILDWOOD.

10.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

	HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NO OATH.
	NOTARY PUBLIC — STATE OF FLORIDA  PRINT NAME: COMMISSION NO.: COMMISSION EXPIRES:
	STATE OF FLORIDA COUNTY OF SUMTER
CERTIFICATE OF APPROVAL BY CITY OFFICIALS  THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE PROJECT REVIEW COMMITTEE OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA AND WAS APPROVED BY THE BOARD FOR RECORD ON THIS DAY OF, 2019.	THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME DAY OF 20, BYOF VILLAGE THEOF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12, ON BEHALF OF THE DISTRICT, AND DID NOT TAKE AN OATH.
ATTEST:	NOTARY PUBLIC — STATE OF FLORIDA
MELANIE D. PEAVY PROJECT REVIEW COMMITTEE COORDINATOR	PRINT NAME:SERIAL / COMM. NO  TYPE OF IDENTIFICATION PRODUCED: PERSONALLY KNOWN
THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE COMMISSION OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND WAS APPROVED BY THE COMMISSION FOR RECORD ON THIS DAY OF, 2019.	CERTIFICATE OF SURVEYOR  I HEREBY CERTIFY THAT THIS PLAT OF VILLAGES OF SOUTHER UNIT NO. 36A, WAS PREPARED UNDER MY DIRECTION AND SUFFAND THAT THE PERMANENT REFERENCE MONUMENTS AS SHOWN WERE PLACED ON THE DAY OF, 2019 CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS
CASSANDRA SMITH CITY CLERK  THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE ATTORNEY FOR THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND APPROVED BY HIM OR HER AS TO FORM AND LEGALITY ON THIS DAY OF, 2019.	177, FLORIDA STATUTES.  FARNER, BARLEY & ASSOCIATES, INC. 4450 N.E. 83rd ROAD WILDWOOD, FLORIDA 34785 LICENSED BUSINESS NO. 4709

REVIEWING S	SURVEYOR'S CERTIFIC	<u>ATE</u>
PURSUANT TO SECTION 17 CERTIFY THAT I HAVE PER FOR CONFORMITY TO CHAP SAID PLAT COMPLIES WITH OF THAT CHAPTER; PROVI REVIEW AND CERTIFICATION FIELD VERIFICATION OF AN MEASUREMENTS SHOWN ON	FORMED A REVIEW OF THE TECHNICAL REQUIR DED, HOWEVER, THAT MY DOES NOT INCLUDE Y POINTS OR	HÍS PLAT UTES AND THAT EMENTS
SIGNATURE	DATE	
RONALD W. HERR. P.L.S.	4907 REGISTRATION NO.	

ASHLEY HUNT CITY OF WILDWOOD, ATTORNEY

DEVELOPMENT SERVICES DIRECTOR MELANIE D. PEAVY

PUBLIC WORKS DIRECTOR JEREMY HOCKENBURY

CITY ENGINEER KIMLEY HORN AND ASSOCIATES GENE LOSITO, P.E.

(NOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES LAND COMPANY, (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF SOUTHERN OAKS UNIT NO. 36A, A SUBDIVISION OF LAND HEREIN DESCRIBED AND DEDICATES TRACT "A" TO VILLAGE

WITNESSES:	THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPAN BY: TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPAN ITS MANAGER
(1)SIGNATURE PRINT NAME	BY: MARTIN L. DZURO, MANAGER
SIGNATURE PRINT NAME	
WITNESSES:  (1) SIGNATURE PRINT NAME	VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12  BY: SIGNATURE DEAN BARBERREE, CHAIRMAN
SIGNATURE	

#### STATE OF FLORIDA COUNTY OF SUMTER

PRINT NAME

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 2019, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN

NOTARY PUBLIC - STATE OF FLORIDA	SEAL
PRINT NAME:	
COMMISSION EXPIRES:	
STATE OF FLORIDA	

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS\_\_\_ DAY OF\_\_\_\_\_, BY\_\_\_\_

OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12, ON BEHALF OF THE DISTRICT, AND DID NOT TAKE AN OATH.

NOTARY PUBLIC - STATE OF FLORIDA SERIAL / COMM. NO.

#### CERTIFICATE OF SURVEYOR HEREBY CERTIFY THAT THIS PLAT OF VILLAGES OF SOUTHERN OAKS

UNIT NO. 36A, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; AND THAT THE PERMANENT REFERENCE MONUMENTS AS SHOWN THEREON WERE PLACED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019; I FURTHER CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

SEAL

KAYE M. JAMESON

DEPUTY CLERK

REGISTRATION NO. 5912

CERTIFICATE OF CLERK HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND THAT

IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND WAS FILED FOR RECORD ON\_\_\_ 20\_\_\_\_,AT \_\_\_\_\_ FILE NUMBER \_\_\_\_\_ PLAT BOOK \_\_\_\_\_PAGE \_\_\_

CLERK OF THE COURT IN AND FOR SUMTER COUNTY, FLORIDA SEAL PRINT NAME SIGNATURE

DEPUTY CLERK

### VILLAGES OF SOUTHERN OAKS SHEET 2 OF 7 PAGE UNIT NO. 36A A REPLAT OF TRACT "B", VILLAGES OF SOUTHERN OAKS UNIT NO. 36, PLAT BOOK 17, PAGES 38, 38A THROUGH 38E AND A REPLAT OF TRACT "A", VILLAGES OF SOUTHERN OAKS UNIT NO. 38, PLAT BOOK 17, PAGES 40, 40A THROUGH 40H, LYING WITHIN SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA. KEY MAP VILLAGES OF SOUTHERN OAKS UNIT NO. 35 \PLAT BOOK 17, PAGES 28-28F SHEET 7 VILLAGES OF SOUTHERN OAKS TAYLOR VILLAS PLAT BOOK 17, PAGES 28–28F SHEET 6 VILLAGES OF SOUTHERN OAKS UNIT NO. 36 ALTON AVENUE TRÀCT, "A SHEET 5 TRACT "A" SOUTH LINE OF THE NORTHWEST 1/4 SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 34-19-23 OF SECTION 34-19-23 TRACT TABLE SHEET TRACT | SQ FT | ACREAGE A |824,912 | 18.937 LEGEND RI AKE WILLAGES OF SOUTHERN OAKS INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE PLAT BOOK 17, PAGES 39-39B MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE ■ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709) INDICATES P.K. NAÍL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED. INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #5.) INDICATES CURVE NUMBER IN CURVE TABLE INDICATES LINE NUMBER IN LINE TABLE INDICATES CENTERLINE INDICATES DELTA (CENTRAL ANGLE OF CURVE) INDICATES CHORD BEARING INDICATES CHORD DISTANCE PB INDICATES PLAT BOOK INDICATES ARC LENGTH PG INDICATES PAGE INDICATES LICENSED BUSINESS PGS INDICATES PAGES NO. INDICATES NUMBER SQ FT INDICATES SQUARE FEET ORB INDICATES OFFICIAL RECORDS BOOK R/W INDICATES RIGHT-OF-WAY PC INDICATES POINT OF CURVATURE POC INDICATES POINT ON CURVE - VILLAGES OF SOUTHERN QAKS PCC INDICATES POINT OF COMPOUND CURVATURE PRC INDICATES POINT OF REVERSE CURVATURE UNIT NO. 37 PT INDICATES POINT OF TANGENCY PLAT BOOK 17, PAGES 41−418 INDICATES RADIUS LENGTH INDICATES RADIAL LINE DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES UNPLATTED INDICATES GATE FACILITIES EASEMENT INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. PREPARED BY: AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

SME INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS

ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.

▲ PLANNERS

4450 N.E. 83rd ROAD ▲ WILDWOOD, FL 34785 ▲ (352) 748-3126

## VILLAGES OF SOUTHERN OAKS SHEET 3 OF 7 PAGE UNIT NO. 36A A REPLAT OF TRACT "B", VILLAGES OF SOUTHERN OAKS UNIT NO. 36, PLAT BOOK 17, PAGES 38, 38A THROUGH 38E AND A REPLAT OF TRACT "A", VILLAGES OF SOUTHERN OAKS UNIT NO. 38, PLAT BOOK 17, PAGES 40, 40A THROUGH 40H, LYING WITHIN SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA. CURVE TABLE C26 | 87.60' | 1775.00' | 2°49'40" | N40°11'50"W | 87.60' TRACT "A' ■ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709) INDICATES P.K. NAÍL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED. INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #5.) INDICATES CURVE NUMBER IN CURVE TABLE INDICATES LINE NUMBER IN LINE TABLE INDICATES CENTERLINE INDICATES DELTA (CENTRAL ANGLE OF CURVE) INDICATES CHORD BEARING INDICATES CHORD DISTANCE INDICATES PLAT BOOK INDICATES ARC LENGTH INDICATES PAGE INDICATES LICENSED BUSINESS EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 3443, PGS INDICATES PAGES NO. INDICATES NUMBER PAGE 279. (STORMWATER RUNOFF, RETENTION & TREATED SQ FT INDICATES SQUARE FEET ORB INDICATES OFFICIAL RECORDS BOOK R/W INDICATES RIGHT-OF-WAY EFFLUENT) INDICATES POINT OF CURVATURE POC INDICATES POINT ON CURVE PCC INDICATES POINT OF COMPOUND CURVATURE PRC INDICATES POINT OF REVERSE CURVATURE INDICATES POINT OF TANGENCY INDICATES RADIUS LENGTH INDICATES RADIAL LINE DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES INDICATES GATE FACILITIES EASEMENT INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, TRACT TABLE FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE VILLAGES OF SOUTHERN OAKS AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR UNPLATTED N89°38'30"W 110.72' |TRACT| SQ FT | ACREAGE UNIT NO. 38 OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING PLAT BOOK 17, PAGES 40-40H AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. A 824,912 18.937 EAST LINE OF THE SOUTHEAST 1/4 AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS OF SECTION 34-19-23 UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA. SME INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE. 4450 N.E. 83rd ROAD ▲ WILDWOOD, FL 34785 - (352) 748-3126

# VILLAGES OF SOUTHERN OAKS UNIT NO. 36A

LEGEND

INDICATES 5/8" IRON PIN AND CAP TO BE SET IN

INDICATES CURVE NUMBER IN CURVE TABLE INDICATES LINE NUMBER IN LINE TABLE

INDICATES DELTA (CENTRAL ANGLE OF CURVE)

INDICATES CENTERLINE

INDICATES CHORD BEARING INDICATES CHORD DISTANCE

INDICATES ARC LENGTH

NO. INDICATES NUMBER

INDICATES LICENSED BUSINESS

ORB INDICATES OFFICIAL RECORDS BOOK

PCC INDICATES POINT OF COMPOUND CURVATURE PRC INDICATES POINT OF REVERSE CURVATURE

INDICATES GATE FACILITIES EASEMENT

INSTALLED WITHIN THE EASEMENT AREA.

DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES

> INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT

SME INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS

ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.

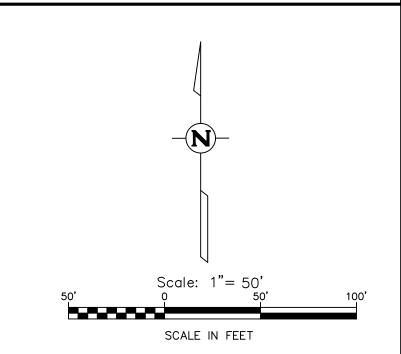
PC INDICATES POINT OF CURVATURE POC INDICATES POINT ON CURVE

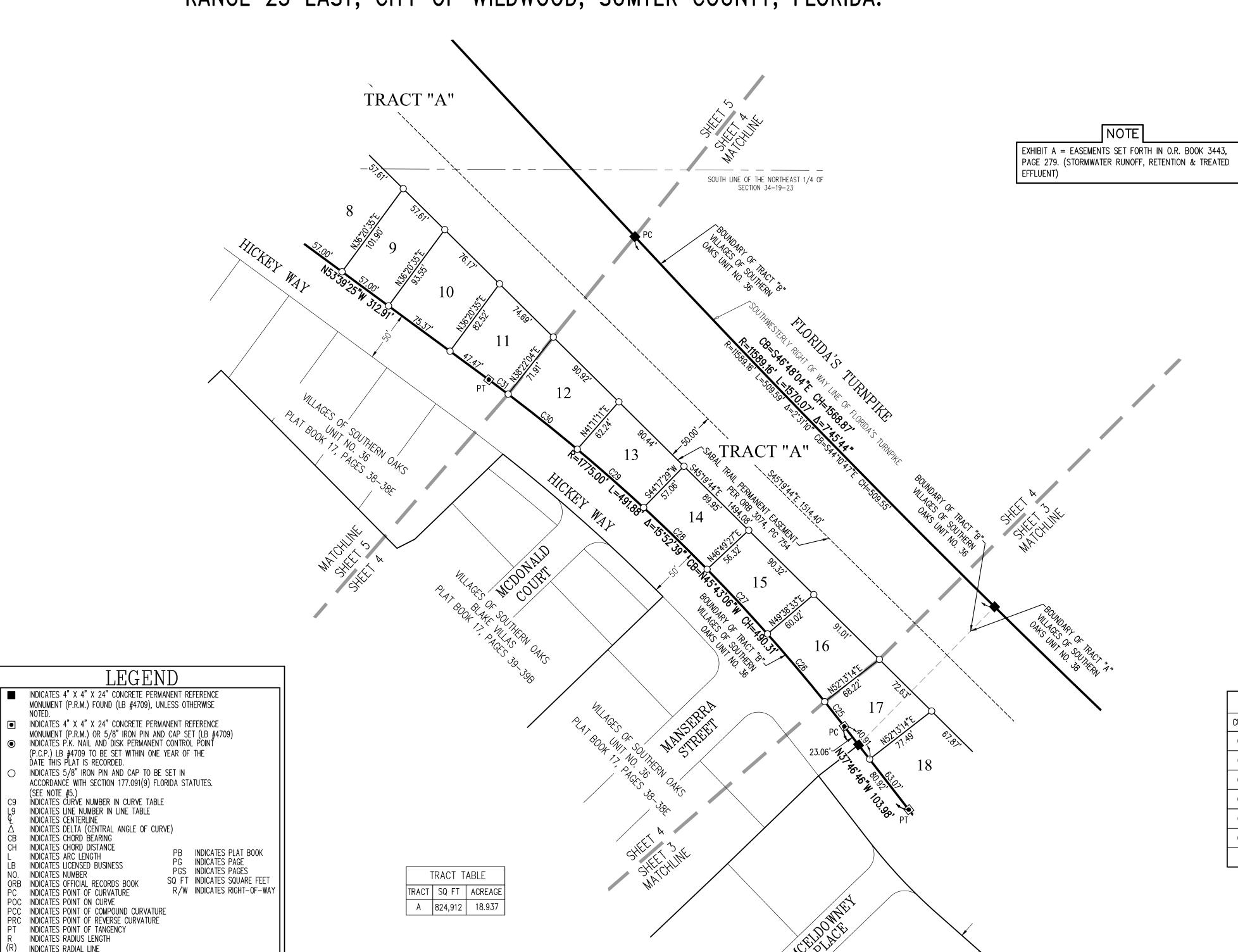
PT INDICATES POINT OF TANGENCY INDICATES RADIUS LENGTH INDICATES RADIAL LINE

SHEET 4 OF 7

PAGE

A REPLAT OF TRACT "B", VILLAGES OF SOUTHERN OAKS UNIT NO. 36, PLAT BOOK 17, PAGES 38, 38A THROUGH 38E AND A REPLAT OF TRACT "A", VILLAGES OF SOUTHERN OAKS UNIT NO. 38, PLAT BOOK 17, PAGES 40, 40A THROUGH 40H, LYING WITHIN SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

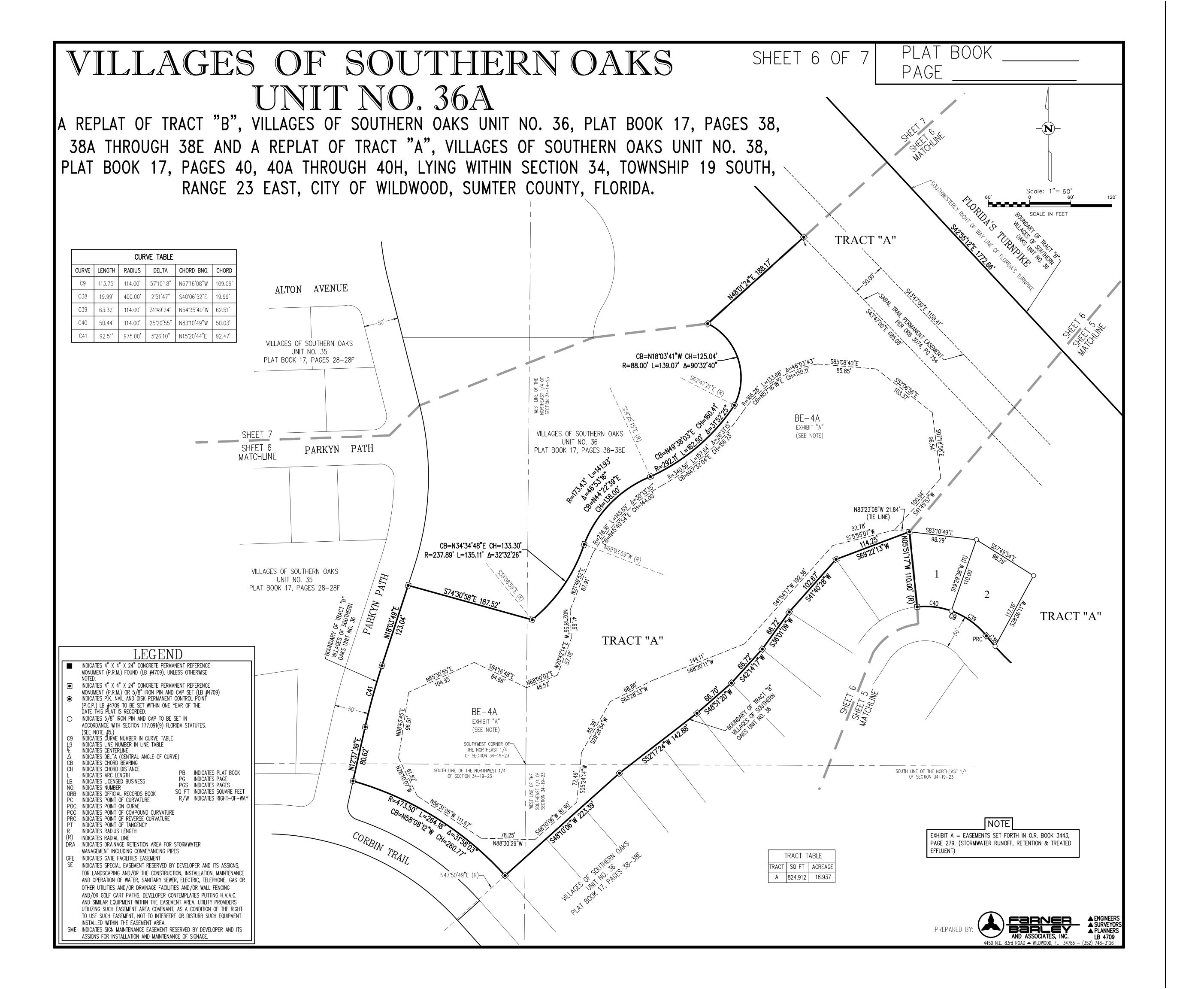




CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD	
C25	31.10'	1775.00'	1°00'14"	N38°16'53"W	31.10'	
C26	87.60'	1775.00'	2°49'40"	N40°11'50"W	87.60'	
C27	87.31'	1775.00'	2°49'06"	N43°01'13"W	87.30'	
C28	87.47	1775.00'	2°49'24"	N45°50'28"W	87.46	
C29	87.19'	1775.00'	2°48'52"	N48°39'36"W	87.18'	
C30	87.32'	1775.00'	2°49'07"	N51°28'35"W	87.31'	
C31	23.90'	1775.00'	0°46'17"	N53°16'17"W	23.90'	

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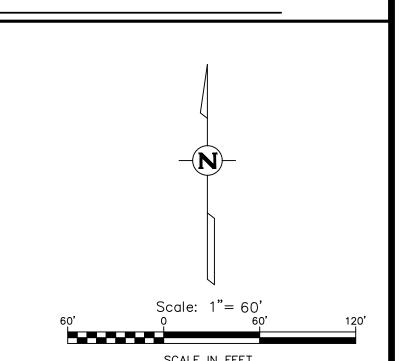
# VILLAGES OF SOUTHERN OAKS SHEET 5 OF 7 PAGE UNIT NO. 36A A REPLAT OF TRACT "B", VILLAGES OF SOUTHERN OAKS UNIT NO. 36, PLAT BOOK 17, PAGES 38, 38A THROUGH 38E AND A REPLAT OF TRACT "A", VILLAGES OF SOUTHERN OAKS UNIT NO. 38, PLAT BOOK 17, PAGES 40, 40A THROUGH 40H, LYING WITHIN SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA. CURVE TABLE CURVE | LENGTH | RADIUS | DELTA | CHORD BNG. | CHORD C7 | 186.88' | 650.00' | 16°28'24" | N61°53'37"W | 186.24 C8 | 219.54' | 400.00' | 31°26'50" | N54°24'24"W | 216.80 113.75' | 114.00' | 57°10'18" | N67°16'08"W | 109.09 LINE TABLE C34 | 55.57' | 650.00' | 4°53'54" | N64°18'33"W | 55.55 C38 | 19.99' | 400.00' | 2°51'47" | S40°06'52"E | 19.99' C39 63.32' 114.00' 31°49'24" N54°35'40"W 62.51' S45°19'44"E 24.79'-TRACT "A" LEGEND SOUTH LINE OF THE NORTHEAST 1/4 OF INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE SECTION 34-19-23 MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709) INDICATES P.K. NAÍL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED. INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCÉ WITH SECTION 177.091(9) FLORIDA STATUTES. INDICATES CURVE NUMBER IN CURVE TABLE INDICATES LINE NUMBER IN LINE TABLE INDICATES CENTERLINE INDICATES DELTA (CENTRAL ANGLE OF CURVE) INDICATES CHORD BEARING INDICATES CHORD DISTANCE PB INDICATES PLAT BOOK INDICATES ARC LENGTH PG INDICATES PAGE INDICATES LICENSED BUSINESS PGS INDICATES PAGES EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 3443, NO. INDICATES NUMBER SQ FT INDICATES SQUARE FEET PAGE 279. (STORMWATER RUNOFF, RETENTION & TREATED ORB INDICATES OFFICIAL RECORDS BOOK R/W INDICATES RIGHT-OF-WAY PC INDICATES POINT OF CURVATURE EFFLUENT) POC INDICATES POINT ON CURVE PCC INDICATES POINT OF COMPOUND CURVATURE TRACT TABLE PRC INDICATES POINT OF REVERSE CURVATURE PT INDICATES POINT OF TANGENCY TRACT | SQ FT | ACREAGE INDICATES RADIUS LENGTH A 824,912 18.937 INDICATES RADIAL LINE DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES INDICATES GATE FACILITIES EASEMENT INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT VILLAGES OF SOUTHERN OAKS TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT BLAKE VILLAS INSTALLED WITHIN THE EASEMENT AREA. PLAT BOOK 17, PAGES 39-39B ▲ PLANNERS SME INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE. 4450 N.E. 83rd ROAD ▲ WILDWOOD, FL 34785 ▲ (352) 748-3126



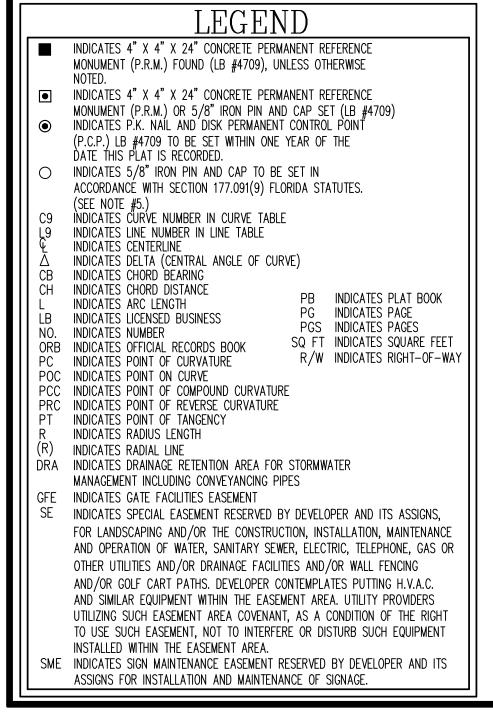
# VILLAGES OF SOUTHERN OAKS UNIT NO. 36A

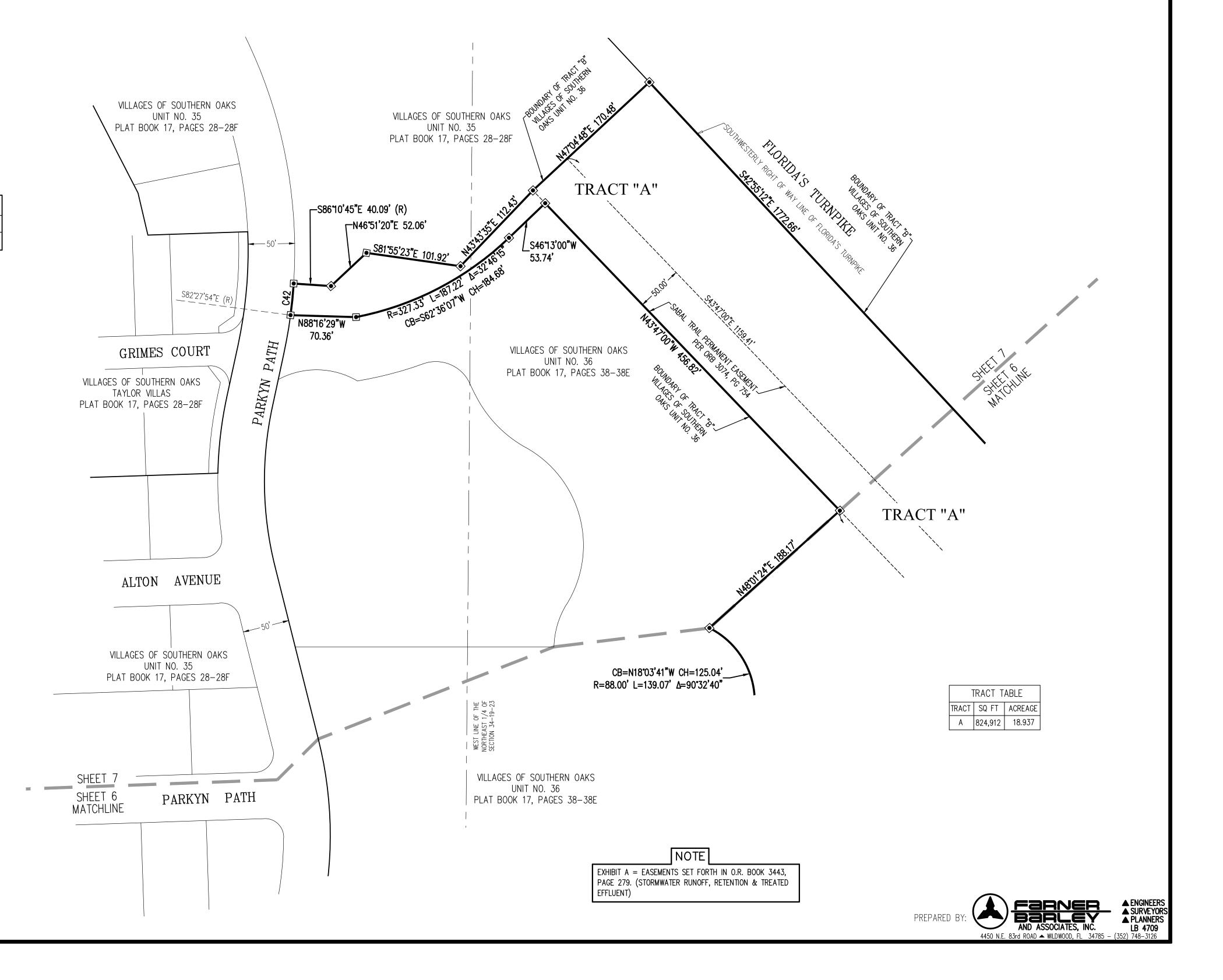
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CURVE TABLE						
CURVE LENGTH		RADIUS	DELTA	CHORD BNG.	CHORD	
C42	34.03'	525.00'	3°42'51"	N05°40'40"E	34.03'	





SHEET 7 OF 7

PAGE



**TO:** Village Community Development District No. 12 Supervisors

**FROM:** Richard J. Baier, District Manager

**DATE:** 4/11/2019

**SUBJECT:** Acceptance of Engagement for Legal Counsel

**ISSUE:** Acceptance of Engagement as Legal Counsel Agreement with Kevin M. Stone of Stone & Gerken, P.A.

# **ANALYSIS/INFORMATION:**

Following the resignation of Valerie Fuchs as Legal Counsel to the District, Staff has requested that Kevin Stone of Stone & Gerken, P.A. submit an Engagement Agreement to the District to perform legal counsel services. Stone & Gerken, P.A. has a working relationship with the Village Community Development Districts and Staff has worked with Mr. Stone previously.

The Agreement presented provides for an annual fee of \$200 per hour to attend District Board Meetings; \$225.00 an hour for other legal work (excluding bond opinion letters) and \$60 per hour for paralegal work. The engagement shall be reviewed on an annual basis.

**STAFF RECOMMENDATION:** Staff recommends that the Board accept the Engagement as Legal Counsel Agreement for Legal Counsel services submitted by Kevin M. Stone of Stone & Gerken, P.A.

**MOTION:**Motion to accept the Engagement as Legal Counsel Agreement for Legal Counsel services submitted by Kevin M. Stone of Stone & Gerken, P.A. and authorize the Chairman to execute the Agreement.

#### **ATTACHMENTS:**

Description Type

Legal Counsel Agreement
 Cover Memo

# STONE & GERKEN, P.A.

ATTORNEYS AT LAW

4850 N. Highway 19A Mount Dora, Florida 32757 (352) 357-0330 Fax (352) 357-2474 Lakeside Office Fax (352) 357-5445

LEWIS W. STONE SCOTT A. GERKEN KATRINA THOMAS STONE

KEVIN M. STONE WILLIAM GRANT WATSON

March 13, 2019

via Email and Regular Mail Richard.Baier@districtgov.org

Richard J. Baier District Manager Village Community Development Districts 984 Old Mill Run The Villages, FL 32162

Re:

Engagement as Legal Counsel to:

Village Community Development District No. 12 and Village Community Development District No. 13

Dear Mr. Baier:

The following is submitted as our firm's letter of engagement to set forth the terms of my representation of Village Community Development District No. 12 and Village Community Development District No. 13, collectively referred to as the "Districts".

# I. Scope of Services

As legal counsel to the Districts, I will represent the Board of Supervisors at all meetings, advise each board's clerk on procedural matters related to the operation of the boards, advise the District Manager(s) on all District matters as requested, review and/or prepare normal District documents and answer/return District phone calls.

# II. Payment

For the above services, the Districts shall pay the sum of \$200.00 per hour to attend District Board meetings; \$225.00 per hour for other legal work (excluding bond opinion letters) and \$60.00 per hour for paralegal work. The hourly rate shall be prorated for any portion thereof in one-tenth (1/10) hour increments for services rendered. Actual costs (e.g., postage, long distance calls, title search costs, etc.) shall also be reimbursed. An additional fee shall be paid for each bond opinion letter issued in the capacity of District Counsel. This fee shall be pre-approved by the District Manager or Board. Each month I will submit to the appropriate party/finance department an invoice setting forth the hours for services rendered and costs incurred. The portion of the statement setting forth the hours for services

Richard J. Baier District Manager Page 2

rendered shall specify for each entry the amount of time expended and a description of the tasks or services performed. Payment by the Districts shall be processed and made within thirty (30) days of receipt of the invoice.

# III. Termination

The term of this engagement shall be renewed annually, unless terminated as provided herein. The Districts may terminate this agreement immediately with or without cause at any time. I may terminate this agreement upon sixty (60) days written notice without cause. If such termination occurs, I will be paid for all services rendered and costs expended to the date of termination.

Regards, Kevin M. Stone

KMS:pa

ACCEPTANCE:	
Village Community Development District No. 12	Village Community Development District No. 13
By Dean Barberree, Chairman	By Karen Crews, Chairman
Date signed:	Date signed:



**TO:** Village Community Development District No. 12 Supervisors

FROM: Richard J. Baier, District Manager

**DATE:** 4/10/2019

**SUBJECT:** Final Review of Board Operating Policies and Procedures

**ISSUE:** 

**ANALYSIS/INFORMATION:** 

**STAFF RECOMMENDATION:** 

**MOTION:** 



**TO:** Village Community Development District No. 12 Supervisors

**FROM:** Richard J. Baier, District Manager

**DATE:** 4/11/2019

**SUBJECT:** Adoption of Resolution 19-41 - Development Agreement Southern Oaks

ISSUE: Adoption of Resolution 19-41 - Development Agreement Southern Oaks - To be provided

**ANALYSIS/INFORMATION:** 

**STAFF RECOMMENDATION:** 

**MOTION:** 



**TO:** Village Community Development District No. 12 Supervisors

FROM: Kenny Blocker, Assistant District Manager

**DATE:** 4/11/2019

**SUBJECT:** Long-term Investment Portfolio

# **ISSUE:**

Long-Term Investment Policy Update

# **ANALYSIS/INFORMATION:**

The Investment Advisory Committee met with PFM Advisors on February 5, 2019 to review the annual cash flow analysis. The analysis is performed annually to determine the appropriate allocation of cash, cash equivalents and investments in the Long Term Investment Portfolio (LTIP). As previously defined by the Board, the balance in the LTIP should be 15% of the total cash and investment portfolio, net of the short term allocation. Based on this analysis, the IAC recommended a net \$4 million increase to the LTIP across all Districts combined to be reevaluated every quarter and deposited ratably over the next four quarters, beginning April 2019.

Total cash and investments on hand in District 12 as of September 30, 2018 were \$542,084, of which \$65,050 should be in the LTIP. Currently District 12 has no holdings in the LTIP

# **STAFF RECOMMENDATION:**

Invest in the LTIP in quarterly installments, beginning April 2019 as follows:

	Recommended	LTIP Balance as	Total Add'l		
	LTIP Balance	of September	Funds to	Adjusted LTIP	April 1 Qtrly
District Name	(15%)	30, 2018	Deposit	Balance	Installment
District #12	\$ 65,050	\$ -	\$ 65,050	\$ 65,050	\$ 16,263

**MOTION:** Move to approve a total \$16,263 increase to the Long Term Investment Portfolio as of April 2019.



**TO:** Village Community Development District No. 12 Supervisors

**FROM:** Kenneth C. Blocker, Assistant District Manager

**DATE:** 4/11/2019

**SUBJECT:** Long-Term Investment Strategy

**ISSUE:**Approval of the USB Custody Agreement and Investment Advisory Agreement with PFM.

# **ANALYSIS/INFORMATION:**

Review of the USB Custody Agreement and Investment Advisory Agreement with PFM.

The main investment objective of the Portfolio is to achieve long-term growth of Portfolio assets by maximizing long-term rate of return on investments and minimizing risk of loss to fulfill the District's obligations with an investment horizon of 5-10 years.

Attached are two documents: 1) The USB Custody Agreement, 2) The Investment Advisory Agreement with PFM.

**STAFF RECOMMENDATION:** Staff recommends the Board approve the USB Custody Agreement and Investment Advisory Agreement with PFM.

**MOTION:** The Board approve the USB Custody Agreement and Investment Advisory Agreement with PFM.

#### **ATTACHMENTS:**

Description Type

USB Custody AgreementInvestment Advisory Agreement with PFMCover Memo

THIS DOCUMENT IS A STANDARD AGREEMENT FOR USE WITH A <u>STATE OF THE UNITED STATES</u>; <u>POLITICAL SUBDIVISION THEREOF</u>; OR AGENCY, AUTHORITY, OR INSTRUMENTALITY OF ANY OF THE FOREGOING.

# GOVERNMENTAL CUSTODY AGREEMENT

This Custody Agreement (the "<u>Agreement</u>") is between Village Community Development District No. 12, a Community Development District organized under the laws of the State of Florida ("<u>Customer</u>"), and U.S. Bank National Association, a national banking association organized under the laws of the United States with offices in Minneapolis, Minnesota ("<u>Bank</u>").

The parties hereby agree as follows:

# SECTION 1 DEFINITIONS

- 1.1. "Account" means (i) the custody account established in the name of Customer and maintained under this Agreement for the Assets (as defined below) and (ii) where the context requires, one or more Sub-accounts (as defined below).
- 1.2. "Accounting Standards" means Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 820, Fair Value Measurement, or Governmental Accounting Standards Board (GASB) Codification Statement No. 72, Fair Value Measurement and Application.
- 1.3. "Assets" means the securities, cash, and other property Customer deposits, or causes to be deposited, from time to time under this Agreement; investments and reinvestments thereof; and income thereon, as provided herein.
- 1.4. "Cash-flow Analysis" means a periodic written analysis of Customer's cash-flow history, short-term financial needs, long-term financial needs, expected levels and timing of deposits, expected levels and timing of distributions, liquidity needs (including but not limited to the anticipated liquidity required to make distributions), ability to provide future funding, and other significant information which could affect cash-flow or the exercise of discretion to manage the Assets.
- 1.5. "CFR" means the Code of Federal Regulations.
- 1.6. "Client-controlled Asset" means an asset that is neither registered in the name of Bank or Bank's nominee nor maintained by Bank at a Depository (as defined below) or with a sub-custodian nor held by Bank in unregistered or bearer form or in such form as will pass title by delivery.
- 1.7. "Code" means the Internal Revenue Code of 1986, as amended.
- 1.8. "Depository" means any central securities depository (such as the DTC), international central securities depository (such as Euroclear Bank SA/NV), or Federal Reserve Bank.
- 1.9. "DTC" means the Depository Trust Company.
- 1.10. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.
- 1.11. "Guidelines" means the written investment objectives, policies, strategies, and restrictions for the Account (or for any Sub-accounts therein), including but not limited to proxy-voting guidelines, as amended from time to time
- 1.12. "Harm" means claims, costs, damages, delayed payment or non-payment on Assets sold, expenses (including attorneys' and other professional fees), fines, interest, liabilities, losses, penalties, stockholders' assessments (asserted on account of asset registration), and taxes.

- 1.13. "Indemnified Person" means Bank and its affiliates, and their officers, directors, employees, agents, successors, and assigns.
- 1.14. "Investment Advice" means a recommendation, or a suggestion to engage in or refrain from taking a particular course of action, as to (i) the advisability of acquiring, holding, disposing of, or exchanging any Asset or any securities or other investment property or (ii) the Guidelines, the Cash-flow Analysis, the composition of the Account's portfolio, or the selection of persons to provide investment advice or investment management services with respect to the Assets.
- 1.15. "Investment Company Act" means the Investment Company Act of 1940, as amended.
- 1.16. "IRS" means the Internal Revenue Service.
- 1.17. "Legal Action" means any freeze order, garnishment, levy, restraining order, search warrant, subpoena, writ of attachment or execution, or similar order relating to the Account.
- 1.18. "Messaging System" means any financial-messaging system, network, or service acceptable to Bank, such as the Society for Worldwide Interbank Financial Telecommunication messaging system.
- 1.19. "Plan-assets Vehicle" means an investment contract, product, or entity that holds plan assets (as determined pursuant to ERISA Sections 3(42) and 401 and 29 CFR Section 2510.3-101).
- 1.20. "SEC" means the United States Securities and Exchange Commission.
- 1.21. "State" means the State of Minnesota.
- 1.22. "Statement Recipient" means Customer and anyone else Customer so designates.
- 1.23. "Sub-account" means a separate portion of the Account.

# SECTION 2 APPOINTMENT AND ACCEPTANCE

- 2.1. **Appointment; Acceptance.** Customer appoints Bank to provide custody services in connection with the Assets. Bank hereby agrees to hold the Assets in the Account, upon the terms and conditions set forth below.
- 2.2. Establishment of Account.
  - 2.2.1. Customer hereby deposits Assets, or causes Assets to be deposited, with Bank.
- 2.2.2. Customer hereby represents, warrants, and covenants as follows, and Bank may resign immediately if Customer breaches any such representation, warranty, or covenant:
  - 2.2.2.1. Customer holds good and valid legal title to all Assets.
- 2.2.2.2. None of the Assets is (i) an asset of any "plan" as defined in ERISA Section 3(3); any "plan" as defined in Code Section 4975(e)(1); any Plan-assets Vehicle; or any plan or entity not otherwise within the foregoing definitions that is subject to similar restrictions under federal, state, or local law; (ii) subject to SEC Rule 15c3-3; U.S. Commodity Futures Trading Commission Rules 1.20, 22.5, or 30.7; or any similar rule or regulation; or (iii) subject to a public-deposits, public-funds, or other State law that would require Bank to set aside any direct government obligations, government-guaranteed obligations, surety bonds, letters of credit, or other assets as security, regardless of the type or amount of capital of Bank, the amount of public deposits held by Bank, or the extent to which the Assets are not insured by the Federal Deposit Insurance Corporation or exceed federal deposit insurance limits.

- 2.2.2.3. Customer is neither (i) an "investment company" that is subject to registration with the SEC under the Investment Company Act, (ii) an "investment company" that is not subject to such registration pursuant to Section 3(c) thereof, (iii) an insurer, nor (iv) a reinsurer.
  - 2.2.2.4. Customer is not a trustee of, and has no duty to engage a trustee for, the Assets.
- 2.2.3. As directed by Customer, Bank will establish one (1) or more Sub-accounts and allocate Assets among Sub-accounts. Customer hereby covenants not to direct Bank to establish any Sub-account for the benefit of any entity having a different tax identification number than Customer and acknowledges that each Sub-Account will have the same tax identification number as Customer.
  - 2.2.4. Bank will keep the Assets (other than deposits at Bank) separate and apart from the assets of Bank.

# SECTION 3 BOOKS, RECORDS, AND ACCOUNTS

- 3.1. **Accounting.** Bank shall maintain proper books of account and complete records of Assets and transactions in the Account.
- 3.2. Audit. On at least five business days advance written notice, Bank shall permit Customer and Customer's independent auditors to inspect during Bank's regular business hours any books of account and records of Assets and transactions in the Account.

# SECTION 4 ASSET DELIVERY, TRANSFER, CUSTODY, AND SAFEKEEPING

- 4.1. Customer will from time to time deliver, or cause to be delivered, Assets to Bank. Bank shall receive and accept such Assets for the Account upon directions from Customer.
- 4.2. Account Statements. Bank will furnish each Statement Recipient with (i) an Account statement with the frequency designated below (or as subsequently agreed upon by Bank and Customer) within thirty (30) calendar days after the end of the reporting period and (ii) a final Account statement within thirty (30) calendar days after Bank has transferred all Assets from the Account as provided under this Agreement. Such Account statements will reflect Asset transactions during the reporting period and ending Asset holdings. To the extent Customer has established an account in Bank's on-line portal and granted access thereunder to Statement Recipients, Bank will furnish such Account statements by way of such system. If no frequency is so designated or agreed upon, Customer shall be deemed to have designated "Monthly".

(Check at least one):

☐ Monthly
☐ Quarterly
☐ Semi-annually
☐ Annually

- 4.3. Confirmations; Notification by Agreement. Except to the extent that Customer and Bank have entered into a separate written agreement that expressly makes Bank an investment manager of the Assets, the Account statements described above (including their timing and form) serve as the sole written notification of any securities transactions effected by Bank for the Account. Even so, Customer has the right to demand that Bank provide written notification of such transactions pursuant to 12 CFR Sections 12.4(a) or (b) at no additional cost to Customer.
- 4.4. Corporate Actions. Bank shall forward to any person authorized under this Agreement to direct the purchase or sale of an Asset information Bank receives with respect to the Asset concerning voluntary corporate actions (such as proxies, redemptions, or tender offers) and mandatory corporate actions (such as class actions, mergers, stock dividends, or stock splits).

- 4.4.1. Notwithstanding anything herein to the contrary, Bank will, without providing notice, (i) cause Assets to participate in any mandatory exchange transaction that neither requires nor permits approval by the owner of the Assets and (ii) file any proof of claim received by Bank during the term of this Agreement regarding class-action litigation over a security held in the Account during the class-action period, regardless of any waiver, release, discharge, satisfaction, or other condition that might result from such a filing.
- 4.5. Upon receipt of directions from Customer, Bank shall return Assets to Customer, or deliver Assets to such location or third party as such directions may indicate, provided that in connection therewith it is the sole responsibility of Customer to provide any transfer documentation as may be required by the applicable Depository or third party recipient. Bank shall have no power or authority to assign, hypothecate, pledge or otherwise dispose of any Assets, except as provided herein or pursuant to such directions.

# SECTION 5 POWERS OF BANK

- 5.1. In the performance of its duties under this Agreement, Bank shall have the power to:
- 5.1.1. **Sign Documents.** Make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any or all other instruments that may be necessary or appropriate to the proper discharge of its duties under this Agreement.
- 5.1.2. **Hire Service Providers.** Hire service providers (including, but not limited to, attorneys, depositories, and sub-custodians) to assist Bank in exercising Bank's powers under this Agreement, including any service provider that is affiliated with Bank.
- 5.1.3. Do Other Things. Perform other acts necessary to the proper discharge of its duties under this Agreement.
- 5.1.4. Hold Assets Un-invested. Hold Assets un-invested pending cash investment, distribution, resolution of a dispute, or for other operational reasons and to deposit the same in an interest-bearing or noninterest-bearing deposit account of Bank, notwithstanding any sweep direction for the Account or Bank's receipt of "float" income from such uninvested cash.
- 5.1.5. Litigate. As directed by Customer, bring, defend, or settle lawsuits involving the Account or the Assets at the sole expense of the Account.
- 5.1.6. **Retain Disputed Funds**. Withhold delivery or distribution of Assets that are the subject of a dispute pending final adjudication of the dispute by a court of competent jurisdiction.
  - 5.1.7. **Distribute Assets.** Distribute Assets as set forth herein.
  - 5.1.8. Safe-keep Assets. Safe-keep Assets as set forth herein.
- 5.1.9. **Register Assets.** Register any Asset in the name of Bank or Bank's nominee or to hold any Asset in unregistered or bearer form or in such form as will pass title by delivery, provided that Bank's records at all times show that all such assets are part of the Account.
- 5.1.10. Maintain Assets at a Depository or with a Sub-custodian. Maintain Assets that are (i) book-entry securities at any Depository or with any sub-custodian and to permit such Assets to be registered in the name of Bank, Bank's nominee, the Depository's nominee, the sub-custodian, or the sub-custodian's nominee and (ii) physical securities at Bank's office in the United States and in a safe place.
- 5.1.11. Collect Income. Collect all income, principal, and other distributions due and payable on Assets. If Customer directs Bank to search the DTC's Legal Notice System for notice that a particular Asset is in default or has

refused payment after due demand, then Bank will conduct such a search and notify Customer of any such notice Bank finds therein.

- 5.1.12. Exchange Foreign Currency. Exchange foreign currency into and out of United States dollars through customary channels, including Bank's foreign exchange department.
- 5.1.13. Advance Funds or Securities. Advance funds or securities in furtherance of settling securities transactions and other financial-market transactions under this Agreement.

# SECTION 6 PURCHASES

- 6.1. Upon the receipt of directions from Customer, Bank shall settle Customer's purchases of securities on a contractual settlement basis. For the purposes of §9-206 of the Uniform Commercial Code, Customer acknowledges that its legal obligation to pay the purchase price to Bank for such purchases arises immediately at the time of the purchase. Customer hereby covenants and agrees that (i) it shall not instruct Bank to sell any Asset until such Asset has been fully paid for by Customer, and (ii) Customer shall not engage in any practice whereby Customer relies on the proceeds from the sale of an Asset to pay for the earlier purchase of the same Asset.
- 6.2. Permissible investments for the Account include, but are not limited to, any securities or property administered, advised, custodied, held, issued, offered, sponsored, supported by the credit of, underwritten, or otherwise serviced by Bank or by Bank's affiliate.

# 6.3. Sweep Direction.

6.3.1. To the extent Bank has received no investment direction as to cash Assets held in the Account, Bank will use such Assets to purchase a position in the Account's designated sweep vehicle.

# SECTION 7 SALES

7.1. Upon receipt of directions from Customer, Bank will deliver Assets held by it as Bank under this Agreement and sold by or for Customer against payment to Bank of the amount specified in such directions in accordance with the then current securities industry practices and in form satisfactory to Bank. Customer acknowledges that the current securities industry practice for physical securities is for physical delivery of such securities against later payment on delivery date. Bank agrees to use commercially reasonable efforts to obtain payment therefor during the same business day, but Customer confirms its sole assumption of all risks of payment for such deliveries. Bank assumes no responsibility for the risks of collectability of checks received for the Account.

# SECTION 8 SETTLEMENTS

- 8.1. Bank shall provide Customer with settlement of all purchases and sales of Assets in accordance with Bank's instruction-deadline schedule provided that Bank has all the information necessary and the Account has all the Assets necessary to complete the transaction.
- 8.2. To avoid a deficiency in the Account, if the Account does not have sufficient funds to pay for an Asset, Customer covenants and agrees that (i) it shall not initiate any trade without sufficient Assets to settle such trade, and (ii) Customer shall not notify any third party that Bank will settle the purchase of an Asset. Customer covenants and agrees that it will not allow or direct anyone else to act contrary to (i) and (ii) above.
- 8.3. Bank shall not be liable or responsible for or on account of any act, omission, default, or insolvency of any broker, bank, trust company, person, or other agent designated by Customer to purchase or sell securities for the Account.

# SECTION 9 PRICE-REPORTING; CLIENT-CONTROLLED ASSETS

- 9.1. **Price-reporting.** For purposes of reporting the price of an Asset on an Account statement:
- 9.1.1. **Pricing from Vendor or Market.** If Bank receives a price from a third-party pricing vendor, or if a price is readily determinable on an established market, then Bank will report such price.
- 9.1.2. **Pricing from Customer.** If Bank does not receive a price from a third-party pricing vendor, and a price is not readily determinable on an established market, then Customer will, upon Bank's request, direct Bank as to the price; Bank will then report such price. Absent such a direction, Bank will report the most recent price that Bank received from the Asset's broker, fund accountant, general partner, issuer, investment manager, transfer agent, or other service provider (commonly known as a pass-through price).
- 9.1.2.1. To the extent the price of an Asset is so reported, Customer hereby represents and warrants as follows: (i) Customer received, read, and understood any governing documents (such as a limited liability company agreement, limited partnership agreement, trust agreement, or declaration of trust), offering documents (such as a fact sheet, offering circular, offering memorandum, private placement memorandum, prospectus, or summary description), and subscription documents (such as an adoption agreement or subscription agreement) for the Asset; understands the Asset's eligibility requirements, fees and expenses, transfer and withdrawal limitations, type, category, issuer, objectives, principal strategies and risks, current underlying investments, and the identity of the Asset's administrator, investment advisor, auditor, and other service providers (and any affiliations among them) and the services they provide, respectively, to the Asset and the compensation they receive therefor. (ii) Such price reflects such documents, investment-related information, service-provider information, and fee-and-expense information.
- 9.1.2.2. Customer covenants and agrees that it will under no circumstances provide Bank with a security issued by Customer or Customer's affiliates, or direct Bank to purchase a security issued by Customer or Customer's affiliates, unless the price of such security is readily determinable on an established market.
- 9.1.3. Limitations. Customer hereby acknowledges that Bank is performing a routine, ministerial, non-discretionary price-reporting function; that the reported price might be neither fair market value nor fair value (under Accounting Standards or applicable law); and that the reported price is not a substitute for (i) investigating the Asset's value in connection with a decision to acquire, hold, dispose of, or exchange any securities or other investment property; (ii) obtaining and ensuring the reliability of an independent third-party appraisal with respect to such a decision; or (iii) obtaining Investment Advice.
- 9.1.4. **Pricing Sources; Methodology.** Upon Customer's request, Bank will provide Customer with information about Bank's pricing sources and methodologies.
- 9.2 Client-controlled Assets. Customer may direct Bank from time to time to include in the Account statements specific Client-controlled Assets that are registered in the name of Customer. In such a case, Bank has the right to exclude such assets from the Account statements or to include them with a notation about control. To the extent Bank includes them, Customer hereby acknowledges that:
- 9.2.1. Customer is responsible for reviewing (i) the Account statements to ensure that they include notations about the control of each such asset and (ii) any third-party reports made accessible by Bank to ensure that they do not inaccurately identify the holder of any such assets;
- 9.2.2. Bank is not responsible for performing any duties under this Agreement (other than statement-reporting duties, as limited herein) with respect to such assets, and Customer assumes all such duties.
- 9.2.3. When furnishing Account statements or making third-party reports accessible, Bank may rely on information provided by Customer's agents, affiliates, or representatives with respect to such assets (including, but not limited to, information on the units, price, or marketability of such assets) without questioning the

information. To that end, Customer will cause each holder of such assets to provide Bank with a copy of such holder's periodic Customer account statements with respect to such assets.

9.2.4. Such assets are subject to Exhibit A (Fee Schedule) hereto.

# SECTION 10 LIMITATIONS ON DUTIES

- 10.1. Customer hereby acknowledges that Bank does not provide any services under this Agreement (i) in a "fiduciary capacity" within the meaning of 12 CFR Section 9.2(e) or (ii) as a "fiduciary" as such term may be defined in State law or otherwise.
- 10.2. The duties of Bank will be strictly limited to those set forth in this Agreement, and no implied covenants, duties, responsibilities, representations, warranties, or obligations shall be read into this Agreement against Bank. Without limiting the generality of the foregoing, Bank shall have no duty to:
- 10.2.1. Evaluate or to advise anyone of the prudence, suitability, or propriety of action or proposed action of Customer in any particular transaction involving an Asset or the suitability or propriety of retaining any particular investment as an Asset; review, question, approve, or make inquiries as to any investment directions received under this Agreement; or review the securities or other property held in the Account with respect to prudence or diversification.
  - 10.2.2. Act as trustee of the Assets.
  - 10.2.3. Act as custodian of any assets other than the Assets.
- 10.2.4. Act as investment manager of the Assets, except to the extent the Assets are subject to Bank's discretion to manage under a separate written investment-management agreement (if any).
  - 10.2.5. Provide Investment Advice.
- 10.2.6. Determine, monitor, or collect any contributions to the Account or monitor compliance with any applicable funding requirements.
- 10.2.7. Inspect, review, or examine any Client-controlled Asset or governing, offering, subscription, or similar document with respect thereto, to determine whether the asset or document is authentic, genuine, enforceable, properly signed, appropriate for the represented purpose, is what it purports to be on its face, or for any other purpose, or to execute such document, regardless of whether Bank has physical possession of such asset or document.
- 10.2.8. (i) Collect any income, principal, or other distribution due and payable on an Asset if the Asset is in default or if payment is refused after due demand or (ii) except as expressly provided herein, to notify Customer in the event of such default or refusal.
- 10.2.9. Provide notice of, or forward, mini-tenders (which are tender offers for less than 5% of an outstanding equity or debt issue) for any equity issue or, if any of the following is true, for any debt issue: The debt is not registered with the SEC. The debt issue has a "first received, first buy" basis with no withdrawal privilege and includes a guarantee of delivery clause. Or, the tender offer includes the statement that "the purchase price includes all accrued interest on the note and has been determined in the sole discretion of the buyer and may be more than or less than the fair market value of the notes" or similar language.
- 10.2.10.Question whether any direction received under this Agreement is prudent or contrary to applicable law; to solicit or confirm directions; or to question whether any direction received under this Agreement by email or Messaging System, or entered into Customer's account in Bank's on-line portal, is unreliable or has been compromised, such as by identity theft.

- 10.2.11. Calculate, withhold, prepare, sign, disclose, file, report, remit, or furnish to any taxing authority or any taxpayer any federal, state, or local taxes, tax returns, or information returns that may be required to be calculated, withheld, prepared, signed, disclosed, filed, reported, remitted, or furnished with respect to the Assets or the Account, except to the extent such duties are required by law to be performed only by Bank in its capacity as custodian under this Agreement or are expressly set forth herein.
  - 10.2.12. Monitor agents hired by Customer.
- 10.2.13. Maintain or defend any legal proceeding in the absence of indemnification, to Bank's satisfaction, against all expenses and liabilities which it may sustain by reason thereof.
- 10.2.14. Advance funds or securities or otherwise expend or risk its own funds or incur its own liability in the exercise of its powers or rights or performance of its duties under this Agreement.

# SECTION 11 AUTHORIZED PERSONS; DELIVERY OF DIRECTIONS

# 11.1. Authorized Persons. With respect to this Agreement:

- 11.1.1. Customer will notify Bank of the identity of each (i) employee of Customer who is authorized to act on Customer's behalf, (ii) third-party agent that is authorized to act on Customer's behalf, and (iii) employee of each third-party agent who is authorized to act on such agent's behalf. In no event is any such agent authorized to execute this Agreement or any amendment thereto or to terminate this Agreement.
- 11.1.2. Bank may assume that any such employee or agent continues to be so authorized, until Bank receives notice to the contrary from Customer (or, with respect to any such employee of any such agent, from such agent).
- 11.1.3. Customer hereby represents and warrants that any such employee or agent was duly appointed and is appropriately monitored and covenants that Customer will furnish such employee or agent with a copy of this Agreement, as amended from time to time, and with a copy of any communications given under this Agreement to Customer. Customer hereby acknowledges that (i) such employee's or agent's actions or omissions are binding upon Customer as if Customer had taken such actions or made such omissions itself and (ii) Bank is indemnified, released, and held harmless accordingly.

# 11.2. Delivery of Directions.

- 11.2.1. Any direction, notice, or other communication provided for in this Agreement will be given in writing and (i) unless the recipient has timely delivered a superseding address under this Agreement, addressed as provided under this Agreement, (ii) entered into Customer's account in Bank's on-line portal, or (iii) sent to Bank by Messaging System.
- 11.2.2. Any direction received under this Agreement by email or Messaging System, or entered into Customer's account in Bank's on-line portal, is deemed to be given in a writing signed by the sender. Customer hereby represents and warrants that Customer maintains commercially reasonable security measures for preventing unauthorized access to its portal account; to the email accounts of its employees, agents, and agents' employees; and to any Messaging System used by its employees, agents, and agents' employees, and Customer hereby assumes all risk to the Account of such unauthorized access. Customer hereby acknowledges that Customer is fully informed of the protections and risks associated with the various methods of transmitting directions to Bank and that there may be more secure methods of transmitting directions than the methods selected by Customer and Customer's agents.

# SECTION 12 FEES AND EXPENSES

12.1. Fees. Customer shall pay Bank compensation for providing services under this Agreement. A schedule of that compensation is attached as **Exhibit A** (Fee Schedule) hereto.

- 12.2. **Expenses.** Customer shall reimburse Bank for expenses, fees, costs, and other charges incurred by Bank in providing services under this Agreement (including, but not limited to, compensation, expenses, fees, costs, and other charges payable to service providers hired under this Agreement).
- 12.3. Outstanding Fees and Expenses. To the extent of (i) any outstanding compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement or (ii) Customer's other indebtedness to Bank, Customer hereby grants Bank a first-priority lien and security interest in, and right of set-off against, the Assets. Bank may execute that lien and security interest, and exercise that right, at any time.
- 12.4. Advance of Funds or Securities. To the extent of any advance of funds or securities under this Agreement, Customer hereby grants Bank a first-priority lien and security interest in, and right of set-off against, the Assets. Bank may execute that lien and security interest, and exercise that right, at any time. Furthermore, nothing in this Agreement constitutes a waiver of any of Bank's rights as a securities intermediary under Uniform Commercial Code §9-206.

# SECTION 13 INDEMNIFICATION

#### 13.1. Indemnification.

- 13.1.1. Customer hereby indemnifies and releases each Indemnified Person and holds each Indemnified Person harmless from and against, and an Indemnified Person will incur no liability to any person or entity for, any Harm that may be imposed on, incurred by, or asserted against an Indemnified Person by reason of the Indemnified Person's action or omission in connection with this Agreement or the Account (including, but not limited to, an action or omission that is consistent with directions provided under this Agreement), except to the extent that a court of competent jurisdiction has made a final judgment that the Harm resulted directly from the Indemnified Person's willful misconduct, gross negligence, bad faith, or material breach of this Agreement.
  - 13.1.2. The foregoing provisions shall survive the termination of this Agreement.
- 13.2. Force Majeure. No party is liable for any delay or failure in performing its obligations under this Agreement caused by wars (whether declared or not and including existing wars), revolutions, insurrections, riots, civil commotion, acts of God, accidents, fires, explosions; stoppages of labor, strikes, or other differences with employees (other than Bank's disputes with its employees); laws, regulations, orders, or other acts of any governmental authority; or any other circumstances beyond its reasonable control. Nor will any such failure or delay give any party the right to terminate this Agreement.
- 13.3. **Damages.** No party is liable for any indirect, incidental, special, punitive, or consequential damages arising out of or in any way related to this Agreement or the performance of its obligations under this Agreement. This limitation applies even if the party has been advised of, or is aware of, the possibility of such damages.
- 13.4. **Statements.** Bank is not liable with respect to the propriety of Bank's actions or omissions reflected in a statement provided under this Agreement, except to the extent (i) a Statement Recipient objects to Bank within ninety (90) calendar days after delivery of such statement or (ii) such acts or omissions could not be discovered through reasonable examination of such statement.

# SECTION 14 TERMINATION

- 14.1. **Termination of Agreement.** This Agreement terminates upon the effective date of Bank's resignation or removal under this Agreement.
- 14.2. Resignation; Removal.

- 14.2.1. Bank may resign under this Agreement by notice to Customer. Customer may remove Bank under this Agreement by notice to Bank. The resignation or removal shall be effective thirty (30) calendar days after delivery of the notice, except to the extent the parties agree in writing to a different effective date. By such effective date, Customer shall appoint a new custodian and notify Bank of the appointment. If Customer fails to do so, Bank shall have the right to petition a court at Account expense for appointment of a new custodian.
- 14.2.2. Upon receiving notice of such appointment, Bank will transfer Assets to the new custodian as directed by Customer or the court, as the case may be. However, Bank shall not be required to transfer any Assets until Bank has received payment or reimbursement for all (a) compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement and (b) funds or securities advanced under this Agreement.

# SECTION 15 MISCELLANEOUS

- 15.1. Services Not Exclusive. Bank is free to render services to others, whether similar to those services rendered under this Agreement or of a different nature.
- 15.2. **Binding Obligations.** Customer and Bank each represent and warrant that (i) it has the power and authority to transact the business in which it is engaged and to execute, deliver, and perform this Agreement and has taken all action necessary to execute, deliver, and perform this Agreement and (ii) this Agreement constitutes its legal, valid, and binding obligation enforceable according to the terms hereof.

# 15.3. Complete Agreement; Amendment.

- 15.3.1. **Complete Agreement.** This Agreement contains a complete statement of all the arrangements between the parties with respect to its subject matter and supersedes any existing agreements between them concerning the subject.
- 15.3.2. **Amendment.** This Agreement may be amended at any time, in whole or in part, by a written instrument signed by Customer and Bank. Notwithstanding the foregoing, if the terms of **Exhibit A (Fee Schedule)** hereto set forth a method for amending such exhibit, then such terms alone govern amendments thereto.
- 15.3.3. Control Agreement. Customer has the power to direct Bank to enter into a separate written control agreement with respect to the Account or any Asset. Any such control agreement prevails over this Agreement to the extent such agreements are inconsistent with each other.
- 15.4. Governing Law; Venue. This Agreement will be governed, enforced, and interpreted according to the laws of the State without regard to conflicts of laws, except where pre-empted by federal law. All legal actions or other proceedings directly or indirectly relating to this Agreement will be brought in federal court (or, if unavailable, state court) sitting in the State. The parties submit to the jurisdiction of any such court in any such action or proceeding and waive any immunity from suit in such court or execution, attachment (whether before or after judgment), or other legal process in or by such court.

# 15.5. Successors and Assigns.

- 15.5.1. This Agreement binds, and inures to the benefit of, Customer, Bank, and their respective successors and assigns.
- 15.5.2. No party may assign any of its rights under this Agreement without the consent of each other party, which consent will not be unreasonably withheld. Customer hereby acknowledges that Bank will withhold consent unless and until Bank verifies an assignee's identity according to Bank's Customer Identification Program and, to that end, Customer hereby agrees to notify Bank of such assignment and provide Bank with the assignee's name, physical address, EIN, organizational documents, certificate of good standing, and license to do business, as well as other information that Bank may request. No consent is required if a party merges with, consolidates with, or sells substantially all of its assets to another entity, provided that such other entity assumes without delay, qualification, or limitation all obligations of that party under this Agreement by operation of law or by contract.

- 15.6. **Severability.** The provisions of this Agreement are severable. The invalidity of a provision herein will not affect the validity of any other provision.
- 15.7. **No Third-Party Beneficiaries.** This Agreement is made solely for the benefit of the parties. No person other than such parties has any rights or remedies under this Agreement.
- 15.8. **Solvency.** Customer hereby represents and warrants that Customer is neither insolvent nor subject to any pending bankruptcy proceeding. Customer will promptly notify Bank of any such insolvency or proceeding.
- 15.9. **Tax-Lot Selection-Method.** For the purpose of complying with IRS regulations requiring cost basis reporting, Customer hereby designates the tax-lot selection-method for the Account:

	Minimize Gain – Shares are sold from tax lots having the highest per unit federal tax cost with a holding
	period of more than one year.
$\square$	First In First Out (FIFO) – Shares are sold from tax lots having the earliest federal tax acquisition date.
Ш	Last In First Out (LIFO) — Shares are sold from tax lots having the most recent federal tax acquisition date.
	Highest Federal Cost First Out (HIFO) – Shares are sold from tax lots having the highest federal tax cost per share.
	Lowest Federal Cost First Out (LOFO) – Shares are sold from tax lots having the lowest federal tax cost per share.
$\Box$	•
	Specify Tax Lot – Shares are sold from tax lots that you specify.
Ш	Average Federal Tax Cost - Shares are sold across all tax lots using the average cost. If the Account
	holds investments for which this method is not permitted, the FIFO default method will be used, unless
<del></del> 1	Customer directs otherwise.
	Maximize Gain – Shares are sold from tax lots having the lowest per unit federal tax cost.
	If the foregoing does not designate one and only one tax-lot selection-method, then Customer is deemed
	to have designated FIFO method. If Customer wishes to use a tax-lot selection-method that is different
	from what is selected above for an individual trade, then Customer may designate such other selection-
	, Justilli illuj debigine bacit cilici bolcolloli

15.10. Shareholder Communications Act Election. Under the Shareholder Communications Act of 1985, as amended, Bank must try to permit direct communications between a company that issues a security held in the Account (the "Securities-Issuer") and any person who has or shares the power to vote, or the power to direct the voting of, that security (the "Voter"). Unless the Voter registers its objection with Bank, Bank must disclose the Voter's name, address, and securities positions held in the Account to the Securities-Issuer upon the Securities-Issuer's request ("Disclosure"). To the extent that Customer is the Voter, Customer hereby (i) acknowledges that failing to check one and only one box below will cause Customer to be deemed to have consented to Disclosure and (ii) registers its (check only one):

Consent to Disclosure.

Objection to Disclosure.

method when executing the trade.

- 15.11. **Abandoned Property.** Bank will escheat Assets pursuant to the applicable state's abandoned property, escheat, or similar law, and Bank shall be held harmless therefrom. The provisions of this Section shall survive the termination of this Agreement.
- 15.12. Legal Advice. Customer hereby acknowledges that it (i) did not receive legal advice from Bank concerning this Agreement, (ii) had an adequate opportunity to consult an attorney of its choice before executing this Agreement, and (iii) executed this Agreement upon its own judgment and, if sought, the advice of such attorney.
- 15.13. Waiver of Jury Trial. Each party hereby irrevocably waives all right to a trial by jury in any action, proceeding, claim, or counterclaim (whether based on contract, tort, or otherwise) directly or indirectly arising out of or relating to this Agreement.

- 15.14. **Legal Action.** If Bank is served with a Legal Action, then Bank will, to the extent permitted by law, use commercially reasonable efforts to notify Customer of such service. Customer will reimburse Bank for any expenses, fees, costs, or other charges incurred by Bank in responding to the Legal Action, including, but not limited to, any fees charged by an attorney of Bank's choice. If Customer notifies Bank that Customer is seeking a protective order to resist the Legal Action, then Bank will provide reasonable cooperation at Customer's request and sole cost and expense. In any event, Bank may comply with the Legal Action at any time, except to the extent Bank has received a protective order that prevents Bank from complying.
- 15.15. **Interpleader.** With respect to Assets that are the subject of a dispute, Bank may file an interpleader action or other petition with a court of competent jurisdiction for directions with respect to the dispute. Customer will reimburse Bank for any expenses, fees, costs, or other charges incurred by Bank in filing such petition and implementing such directions, including, but not limited to, any fees charged by an attorney of Bank's choice. Before disbursing Assets pursuant to such directions, Bank will deduct therefrom an amount in payment or reimbursement for all (i) compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement and (ii) funds or securities advanced under this Agreement.
- 15.16. Representations and Warranties. Customer hereby covenants that, if any of the representations or warranties that it provides in this Agreement becomes inaccurate or incomplete, it will promptly notify Bank thereof and of any fact, omission, event, or change of circumstances related thereto.
- 15.17. **Publicity.** No party will disclose the existence of this Agreement or any terms thereof in advertising, promotional, or marketing materials without obtaining, in each case, the prior written consent of each other party.
- 15.18. Counterparts and Duplicates. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument. This Agreement and any administrative form under this Agreement may be proved either by a signed original or by a reproduced copy thereof (including, not by way of limitation, a microfiche copy or an electronic file copy).
- 15.19. **Effective Date.** This Agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

IN WITNESS WHEREOF, an authorized officer of each party hereby executes this Agreement on the date stated beneath that party's signature.

# **CUSTOMER (AS DEFINED IN THIS AGREEMENT)**

By:	
	(Signature of Customer's authorized officer)
	Dean A. Barberree
	(Printed name of Customer's authorized officer)
Its:	Chairman
	(Title of Customer's authorized officer)
Dated:	April 11, 2019
U.S. M	ail Address:
984 O	ld Mill Run
The V	illages, FL 32162
_	

Email Address: don.brozick@districtgov.org					
U.S. F	BANK NATIONAL ASSOCIATION				
Ву:					
-	(Signature)				
	Kathleen M. O'Connor (Printed name)				
Its:	Vice President and Relationship Manager				
Dated:					
	fail Address:				
	Vicollet Mall leapolis, MN 55402-7020				
<u>иншисароно, ини ээног-/ого</u>					
	Address: een.oconnor@usbank.com				

# **CUSTODY AGREEMENT**

# Exhibit A

Fee Schedule

# FEE SCHEDULE – MACM [DRAFTING NOTE: FOR ACCOUNTS THAT DO NOT HOLD PLAN OR IRA ASSETS]

This Fee Schedule relates to the U.S. Bank National Association ("<u>USBNA</u>") Institutional Trust & Custody division ("<u>IT&C</u>") account identified below (such account, including any sub-accounts therein, the "<u>Account</u>").

Account Name: _	Village Community Development District No. 12	
Account Number:_		

Account Profile. If the Account is a USBNA trust account, then the undersigned is the trust's grantor; if the Account is a USBNA custody account, then the undersigned is the Account's owner (such undersigned, the "<u>Customer</u>"). USBNA has discretion to invest Account assets to the extent (if any) provided in the Account's governing service contract(s) (to such extent, a "<u>Managed Account</u>"; otherwise, a "<u>Directed Account</u>").

Fees. See a mutual fund's prospectus; a private fund's governing documents (such as a limited liability company agreement, limited partnership agreement, trust agreement, or declaration of trust), offering documents (such as an offering circular, offering memorandum, private placement memorandum, prospectus, or summary description), and subscription documents (such as an adoption agreement or subscription agreement); and any fund's fund-fact sheet, as applicable, for a description of any fees received by USBNA and its affiliates (collectively, "U.S. Bank") with respect to the investment of Account assets therein. The fees the Account pays directly to U.S. Bank (the "Account Fees"), which are in addition to fund-level fees and are paid directly to USBNA, are as follows.

Administration fee: Provide account administration. The administration fee is calculated in tiers, based on the invested value of Account assets. The rates are as follows:

#### 1.5 bps on the balance of assets

DTC-eligible securities, including ETFs (per transaction)	\$7.50
Fed book-entry securities (per transaction)	\$7.50
Mutual Fund Trades	\$7.50
Physical Trades	\$15.00

#### Distribution fees:

Wire to domestic location (per wire)	\$5.00
Wire to international location (per wire)	\$5.00
Checks	\$2.50

Fees quoted in this schedule are based on the following assumptions:

- \$250 Annual Minimum Fee per account (Rolls Into Relationship Minimum Total)
- Customized Legal documentation fee for modifications to the Standard U.S. Bank Custody Agreement other than State Jurisdiction, and for items that require UT&C Legal Review available at \$1,500
- U.S. Bank does not have investment management responsibility
- This fee schedule pertains to domestic securities, i.e.; DTC and ADRs. International securities priced separately
- U.S. Bank reserves the right to re-evaluate pricing and implement a change in the fee schedule with 30-day notice
- Out-of-Pocket expenses e.g., shipping fees or transfer fees, not included.
- Should PFM resign or be terminated fee schedule will revert to the custodian's then prevailing standard fee schedule, and fees will continue to be billed directly to the client.

Manner of Receipt.	Account Fees will be ca	alculated (check on	e and only one	: x Monthly /	Ouarterly /	7 Semi-annually /
Annually. Any a	sset-based Account Fee	s will be based on	(check one and	l only one): 🖂	the applicable A	secount balance (or

of timing period. (The of timing issues, such one): ⊠ Billed and that U.S. Bank may, fees directly to the A	of the end of the billing period /  the average applicable Account by asset values used in such calculation may vary from the asset values repth as the posting of accruals or the late-pricing of securities.) Account Februarica to the Customer with instructions on how to remit payment, and except to the extent expressly forbidden to do so in the Account's govern account if the Customer has not paid the invoice within sixty (60) calendant, with a subsequent advice to the Customer about the charges.	corted on an asset statement because will then be (check one and only the Customer hereby acknowledge ning service contract(s), charge sucl
services under the Acco	er will reimburse USBNA for expenses, fees, costs, and other charges punt's governing service contract(s) (including, but not limited to, co harges payable to service providers hired by USBNA under such contract	empensation, expenses, fees, costs
Amendment. USBNA 1 to the Customer. Such as	nay amend this Fee Schedule by delivering an amended and restated Fee nendment will be effective thirty (30) calendar days after such delivery.	Schedule or another written notice
renew contracts for the s fully-executed copy of the herein; (iv) agrees to the received, read, and under	er hereby acknowledges that it: (i) is independent of U.S. Bank and has ervices described herein and to approve the fees described herein; (ii) have Account's governing service contract(s); (iii) understands and approximately process described herein for amending the Fee Schedule; and (iv) FO stands USBNA's Mutual Fund Compensation Disclosure.	as received, read, and understands a ves the services and fees described R A MANAGED ACCOUNT, has
Signature. The Custome	r hereby executes this Fee Schedule as of this <u>11th</u> day of <u>April</u>	, 20 <u>19</u> .
Customer:	Village Community Development District No. 11	
Ву:	(Signature of Customer's authorized officer)	
	Dean A. Barberree (Printed name of Customer's authorized officer)	-
Its:	<u>Chairman</u> (Title of Customer's authorized officer)	
Effective Date:	April 11, 2019	
Thomas of mariataned inconstructed	community and unity of universe funds are not decided in the contract of the c	

Shares of registered investment companies, and units of private funds, are not deposits or obligations of, or endorsed or guaranteed in any way by, any bank, including any bank affiliated with U.S. Bancorp. Nor does the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other governmental agency insure such products. An investment in such products involves investment risks, including the possible loss of principal, due to fluctuations in each product's net asset value. Deposit products are offered by U.S. Bank National Association, member FDIC.

#### INVESTMENT ADVISORY AGREEMENT

THIS AGREEMENT, entered into as of the 11th day of April, 2019 (the "Agreement"), by and between Village Community Development District No. 12, Sumter County, FL (hereinafter the "Client") and PFM ASSET MANAGEMENT LLC, a Delaware limited liability company with an office in Orlando, Florida (hereinafter the "Advisor").

#### WITNESSETH

**WHEREAS**, the Client maintains the Village Community Development District No. 12 (the "Fund") in order to enhance the mission and vision of Village Community Development District No. 12; and

**WHEREAS**, the Fund has funds available for investment purposes; and

**WHEREAS**, the Client desires to avail itself of the experience, sources of information, advice, assistance and facilities available to the Advisor; to have the Advisor undertake certain duties and responsibilities; and to perform certain services as investment advisor on behalf of the Fund, as provided herein; and

**WHEREAS**, the Advisor is willing to provide such services on the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the parties hereto, intending to be legally bound, agree as follows:

#### 1. SERVICES OF ADVISOR.

The Client hereby engages the Advisor to serve as investment advisor with respect to the Fund under the terms of this Agreement, and the Advisor accepts such engagement. The Advisor will determine the asset allocation of investments for the Fund (the "Investment Strategy" of the Fund) on the basis of information provided by the Client or other service providers, including the anticipated amounts of cash required by the Fund for distributions and other

expenses, and the appropriate risk tolerance for the Fund based upon the cash needs of the Fund and the Client's resources. The Advisor will then execute the Investment Strategy of the Fund by buying and selling shares of the investment funds. Initially the Fund shall be invested in investment funds in specified proportions as set forth in a separate schedule delivered to the Client by the Advisor at or prior to the time the Fund is initially funded (as the same may be revised by the Advisor from time to time, the ("Schedule").

The Advisor will reassess and may alter the Investment Strategy asset allocation at least annually and "rebalance" the investment funds as reflected in the Schedule at least annually to maintain the ratios of the Investment Strategy, and will consult with the Client at least annually to determine whether there are reasons to revise the Investment Strategy. The Advisor will conduct a review at least annually of the performance of the investment funds held by the Fund and, in its judgment, will add to or reduce allocations to each investment fund and will add or delete investment funds (within the parameters of the Investment Strategy). The Advisor will promptly advise the Client in writing of any revision of the Fund's Investment Strategy and any additions to or deletions from the investment funds held by the Fund. In addition, the Advisor will provide to the Client a quarterly analysis of the performance of the investment funds in which the Fund is invested together with notice of any reallocation of assets among investment funds; the asset balances and market values for such analysis shall be as supplied to the Advisor by the Custodian (as hereinafter defined). In connection with all of the foregoing, the Advisor will promptly give the Client written notice of any changes to the Schedule.

The Client agrees to legally appoint a custodian (the "Custodian") to take and have custody of cash, assets and securities of the Fund. The Custodian shall not be the Advisor and shall be independent of the Advisor. The Client agrees to enter, or that it has entered, into a custodian agreement with the Custodian. The Advisor is authorized to give instructions to the Custodian with respect to the Fund as to deliveries of securities and payments of cash for the payment of securities and as otherwise provided in Section 2(b) of this Agreement. The Advisor shall not take possession of or act as custodian for the cash, securities or other assets of the Fund and shall have no responsibility in connection therewith. The Advisor agrees to recommend and to monitor the Custodian so that the Client's custodial and transaction costs are appropriate

for the level and nature of services rendered by the Custodian to the Fund, the Client and the Advisor.

Authorized investments shall include only those investments which are permissible under applicable statutes and regulations and the Fund's written investment policy, if any, as provided by the Client to the Advisor. The Custodian or an affiliate of the Custodian may be the investment advisor of investment funds selected by the Advisor.

#### 2. COMPENSATION.

(a) For all services provided by the Advisor to the Fund pursuant to this Agreement, the Fund shall incur an annual fee based on net assets under management in the Fund determined on a monthly basis as defined in the Investment Advisory Fee Schedule below. For purposes of this section, "net assets" means the net market value of all cash and investments assets as of the end of the most recent month.

# Investment Advisory Fee Schedule

First \$10 million in net assets	0.45%
Next \$10 million in net assets	0.35%
Next \$30 million in net assets	0.25%
Next \$50 million in net assets	0.20%
Over \$100,000,000	0.15%

- (b) At the end of each calendar month, the Advisor will prepare and submit to the Client for approval a monthly invoice for its fee. Such invoice will include a statement of the basis upon which the fee was calculated. Unless instructed otherwise within 15 calendar days of the postmark on the invoices, the Client authorizes the Advisor to charge such invoices to the Fund's account and authorizes and instructs the Custodian to disburse funds from such account for the payment of the fees and costs to the Advisor. If sufficient funds are not available, the Client agrees to compensate the Advisor from other sources within 30 calendar days of the postmark date. If the Advisor shall serve for less than the whole month, the compensation shall be pro-rated.
- (c) If and to the extent that the Client shall request the Advisor to render services other than those to be rendered by the Advisor hereunder, such

additional services shall be compensated separately on terms to be agreed upon between the Advisor and the Client.

(d) Assets invested by the Advisor under the terms of this Agreement may from time to time be invested in mutual funds managed by the Advisor (a "Proprietary Fund"). With respect to any such investment, the Fund shall be entitled to a credit against fees described in this Section, in an amount at least equal to the amount of the investment advisory fee, then in effect and net of any fee waivers applicable to such investment advisory fee, which the Advisor receives from the Proprietary Fund for the investment of the Managed Funds. Expenses of the Proprietary Fund, including compensation for the Advisor, are described in the relevant prospectus or registration statement and are paid from the Proprietary Fund.

#### 3. EXPENSES.

- (a) The Advisor shall furnish at its own expense all necessary administrative services, office space, equipment, clerical personnel, telephone and other communication facilities, investment advisory facilities, and executive and supervisory personnel for managing the investments, inclusive of reasonable costs required to attend meetings with the Client.
- **(b)** Except as expressly provided otherwise herein, the Fund shall pay all of its expenses including, without limitation, taxes, expenses (including front- or back-end charges) of an investment fund, fees and expenses of the Fund's independent auditors and legal counsel, if any, insurance premiums, fees and expenses of the Custodian appointed by the Client, as provided in Section 1, and the keeping of books and accounts.

# 4. REGISTERED ADVISOR; DUTY OF CARE.

The Advisor hereby represents it is a registered investment advisor under the Investment Advisers Act of 1940. The Advisor shall immediately notify the Client if at any time during the term of this Agreement it is not so registered or if its registration is suspended. The Advisor agrees to perform its duties and responsibilities under this Agreement with reasonable care. The federal securities laws impose liabilities under certain circumstances on persons who act in good faith. Nothing herein shall in any way constitute a waiver or limitation of any rights which the Client or the Fund may have under any federal securities laws. The Client hereby authorizes the Advisor to sign an Internal Revenue Service Form W-9 on behalf of the Client and to deliver such form to broker-dealers or others from time to time as required in connection with securities transactions pursuant to this Agreement.

#### ADVISOR'S OTHER CLIENTS.

The Client understands that the Advisor performs investment advisory services for various other clients which may include investment companies, commingled trust funds and/or individual portfolios. The Client agrees that the Advisor, in the exercise of its professional judgment, may give advice or take action with respect to any of its other clients which may differ from advice given or the timing or nature of action taken with respect to the Fund. The Advisor shall not have any obligation to purchase, sell or exchange any security for the Client solely by reason of the fact that the Advisor, its principals, affiliates, or employees may purchase, sell or exchange such security for the account of any other client or for itself or its own accounts.

#### 6. TERM.

This Agreement may be terminated by the Client in the event of any material breach of its terms immediately upon notice by certified mail, return receipt requested. This Agreement may be terminated by the Client at any time, on not less than thirty (30) days' written notice to the Advisor. The Advisor may terminate this Agreement immediately upon any material breach of its terms by the Client, or at any time after one year upon thirty (30) days' written notice.

#### 7. FORCE MAJEURE.

The Advisor shall have no liability for any losses arising out of the delays in performing or inability to perform the services which it renders under this Agreement which result from events beyond its control, including interruption of the business activities of the Advisor or other financial institutions due to acts of God, acts of governmental authority, acts of war, terrorism, civil insurrection, riots, labor difficulties, or any action or inaction of any carrier or utility, or mechanical or other malfunction.

## 8. DISCIPLINARY ACTIONS.

The Advisor shall promptly give notice to the Client if the Advisor shall have been found to have violated any state or federal securities law or regulation in any final and unappealable judgment in any criminal action or civil suit in any state or federal court or in any disciplinary proceeding before the Securities and Exchange Commission (the "SEC") or any other agency or department of the United States, any registered securities exchange, the Financial Industry Regulatory Authority, or any regulatory authority of any State based upon the performance of services as an investment advisor.

# 9. INDEPENDENT CONTRACTOR.

The Advisor, its employees, officers and representatives, shall not be deemed to be employees, agents (except as to the purchase or sale of securities described in Section 1), partners, servants, and/or joint ventures of the Client or the Fund by virtue of this Agreement or any actions or services rendered under this Agreement.

#### 10. BOOKS.

The Advisor shall maintain records of all transactions in the Fund. The Advisor shall use its best efforts to cause the Custodian to provide the Client with a statement, no less frequently than quarterly, showing deposits, withdrawals, purchases and sales (or maturities) of investments, earnings received, and the value of assets held on the last business day of the month all as provided for in the Custodian agreement between the Client and the Custodian.

## 11. ADVISOR'S BROCHURE AND BROCHURE SUPPLEMENT.

The Advisor warrants that it has delivered to the Client prior to the execution of this Agreement, the Advisor's current SEC Form ADV, Part 2A (brochure) and Part 2B (brochure supplement). The Client acknowledges receipt of such brochure and brochure supplement prior to the execution of this Agreement.

# 12. MODIFICATION.

This Agreement shall not be changed, modified, terminated or discharged in whole or in part, except by an instrument in writing signed by both parties hereto, or their respective successors or assigns.

# 13. SUCCESSORS AND ASSIGNS.

The provisions of this Agreement shall be binding on the Advisor and its successors and assigns, provided, however, that the rights and obligations of the Advisor may not be assigned without the consent of the Client.

#### 14. NOTICE.

Written notices required under this Agreement shall be sent by regular mail, certified mail, overnight delivery or courier, and shall be deemed given when received at the parties' respective addresses shown below. Either party must notify the other party in writing of a change in address.

# Client's Address

Village Center Community Development District

984 Old Mill Run

The Villages, FL 32162

Attn: Kenneth Blocker, Assistant District Manager

Advisor's Address With a Copy to:

PFM Asset Management LLC PFM Asset Management LLC

300 South Orange Avenue 1735 Market Street

Suite 1170 43rd Floor

Orlando, FL 32801 Philadelphia, PA 19103

Attn: Steven Alexander, Managing Director Attn: Controller

## 15. APPLICABLE LAW.

This Agreement shall be construed, enforced, and administered according to the laws of the State of Florida. The Advisor and the Client agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to filing a lawsuit.

# 16. APPROVAL; EXECUTION; SEVERABILITY.

(a) This Agreement has been approved by the Village Community Development District No. 11 (the "Governing Body") of the Client. The Governing Body hereby authorizes Donald Brozick, Chairman to execute as the designated person identified on Annex I hereto], acting on behalf of the Client, to interact with the Advisor regarding the Fund, and the Advisor may rely on any instructions received from such person; provided however, that this

Agreement may not be amended without the prior approval of the Governing Body. The Governing Body may designate additional Designated Persons or remove Designated Persons from time to time by written notice to the Advisor.

- (b) Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party.
- (c) The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their authorized representatives as of the date set forth in the first paragraph of this Agreement.

#### PFM ASSET MANAGEMENT LLC

	By:	
	Name: Steven Alexander	
	Title: Managing Director	
12	VILLAGE COMMUNITY DEVELOPMENT DISTRICT	NO.
	By:	
	Name: <u>Dean A. Barberree</u>	
	Title: Chairman	

# ANNEX I

# **DESIGNATED PERSONS**

The following are Designated Persons pursuant to Section 16 of the foregoing Investment Advisory Agreement, and each such person's signature is set forth below.

Name of Designated Person	<u>Title</u>	<u>Signature</u>
Dean A. Barberree	Chairman	
Donald Levens	Vice Chairman	
Richard J. Baier	District Manager	
Kenneth C. Blocker	Assistant District Manager	
Anne K. Hochsprung	Finance Director	
John B. Rohan	Director of Recreation and Parks	



**TO:** Village Community Development District No. 12 Supervisors

**FROM:** Richard J. Baier, District Manager

**DATE:** 4/11/2019

**SUBJECT:** Adoption of Resolution 19-41

**ISSUE:**Adoption of Resolution 19-41 acknowledging consent to enumerated amendments to the Development Agreement between The Villages Land Company, LLC and the City of Wildwood, FL and providing an effective date.

# **ANALYSIS/INFORMATION:**

The Villages Land Company, LLC and the City of Wildwood entered into a Development Agreement pursuant to Sections 163.3220-163.3243 (known as the Florida Local Government Agreement Act) covering several properties which include properties currently owned by the District which has been filed in the official records.

At this time, the District wishes to join in, acknowledge, and consent to the various Development Agreement and the enumerated amendments thereto, as an owner of applicable real property.

**STAFF RECOMMENDATION:** Staff recommends the Board adopt Resolution 19-41 acknowledging consent to enumerated amendments to the Development Agreement between The Villages Land Company, LLC and the City of Wildwood, FL and providing an effective date.

# **MOTION:**

Motion to adopt Resolution 19-41 acknowledging consent to enumerated amendments to the Development Agreement between The Villages Land Company, LLC and the City of Wildwood, FL and providing an effective date.

# **ATTACHMENTS:**

Description Type

D Resolution 19-41 Cover Memo

#### **RESOLUTION 2019-41**

RESOLUTION OF THE BOARD OF SUPERVISORS OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12 ACKNOWLEDGING CONSENT TO ENUMRATED AMENDMENTS TO THE DEVELOPMENT AGREEMENT BETWEEN THE VILLAGES LAND COMPANY, LLC AND THE CITY OF WILDWOOD, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

# **FINDINGS**

**WHEREAS**, the Village Community Development District No. 12 ("District") is a Community Development District created and established pursuant to Chapter 190, Florida Statutes, as amended, by the City of Wildwood pursuant to Ordinance Number 02011-09 on September 13, 2011 as amended by Ordinance 02016-27, Ordinance 02017-44, Ordinance 02018-3, Ordinance O2018-57 and Ordinance 02019-7 which is responsible for the ownership and maintenance responsibilities of certain facilities including real property within the District; and

**WHEREAS,** The Villages Land Company, LLC and the City of Wildwood (the "City") entered into a Development Agreement (the "Agreement") pursuant to Sections 163.3220-163.3243 (known as the Florida Local Government Agreement Act) covering several properties which include properties currently owned by the District, which Agreement is recorded in Official Records Book 3259, Pages 659-749; and

**WHEREAS**, the Agreement has been amended by the parties thereto on several occasions as memorialized in Official Records Book 3390, Page 538, Official Records Book 3493, Page 199 and Official Records Book 3526, Page 629 all in the Public Records of Sumter County; and

**WHEREAS**, the District wishes to join in, acknowledge, and consent to the various Development Agreement and the enumerated amendments thereto, as an owner of real property subject thereto.

**ACCORDINGLY**, based on the foregoing information and Recitals which are true and correct and incorporated into this Resolution by reference, this Board resolves as follows:

# CONSENT AND APPROVAL

- 1. The District hereby joins in, acknowledges and consents to the Development Agreement and amendments thereto as described in the foregoing recitals, as an owner of real property subject thereto.
  - 2. This Resolution shall become effective immediately upon its adoption.

# [Signature on following page]

IN WITNESS WHEREOF, this Resol meeting open to the public and held on	ution has been approved at an advertised District
	VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12
	Chair



**TO:** Village Community Development District No. 12 Supervisors

FROM: District Staff

**DATE:** 4/11/2019

**SUBJECT:** Old Business Status Update

ISSUE: Old Business Status Update - April 11, 2019

**ANALYSIS/INFORMATION:** 

**STAFF RECOMMENDATION:** 

**MOTION:** 

**ATTACHMENTS:** 

Description Type

Old Business Status Update Cover Memo

# Village Community Development District No. 12 "Old Business" Status Update

Item(s) to be addressed by Staff	Action Taken	Status Update (if applicable)	Completed (v)	Date Item Identified
Staff to review plat, deed restrictions to determine if the "green space" behind Delphina Loop is District property.		Staff and District Counsel have researched plat and confirmed it is public open space.	٧	2/7/2019
Long-Term Item(s) None				



# District 12

# AGENDA REQUEST

Village Community Development District No. 12 Supervisors TO:

FROM: Anne Hochsprung, Finance Director

**DATE:** 4/11/2019

**Financial Statements SUBJECT:** 

**ISSUE:**Budget to Actual Statements as of February 28, 2019.

# **ANALYSIS/INFORMATION:**

# **STAFF RECOMMENDATION:**

**MOTION:** 

# **ATTACHMENTS:**

Description Type

Budget to Actuals Cover Memo D Cash Sheet Cover Memo

VILLAGE COMMUNITY DEVELOPMENT DISTRICT #12
OPERATING BUDGET
BUDGET TO ACTUAL STATEMENT AS OF: February 28, 2019 (Unaudited)
Five (5) Months of Operations- 41.67% of Year

1.000000000000000000000000000000000000	ccount lumber	Description of Account REVENUES:		Annual Budget	Current Month Actual	Year-to-Date Actual	Year-to-Date Variance Over/(Under)	Percent of Annual Budget	Footnotes
Section   Communication   Co	325211	Net Maintenance Assessments		\$ 3,603,694	\$ 14,443	\$ 3,580,205	\$ (23,489)	99.35%	A
Settlement Process   \$ 1,000   - 2,072   1,072   207 209, all 96				6,000					B C
EXPENDITURES:					0,017				D
STITLE   Securities Statement   Statemen		Total Available Resources:		\$ 3,610,694	\$ 21,337	\$ 3,606,225	\$ (4,469)	99.88%	
Strott   Security   Tanses   970		EXPENDITURES:					Under/(Over)		
1972   Modern   Taxon   200   201   200	511111	Executive Salaries		\$ 14.000	\$ 1.000	\$ 4.200	\$ 9.800	30.00%	
Subtrair Formonic Services   \$ 15,114   50,105									
Subtotal Personnel Services   \$ 15,114   \$ 1,076   \$ 4,547   \$ 10,057   \$ 0,0095   \$ 15331   VCDO Management Rese   \$ 15277   \$ 13,300   \$ 0,0095   \$ 1,000   \$ 1,000   \$ 1,000   \$ 1,000   \$ 2,000   \$ 1,000   \$ 2,000   \$ 1,000   \$ 2,000   \$ 1,000   \$ 2,000   \$ 1,000   \$ 2,000   \$ 1,000   \$ 2,000   \$ 1,000   \$ 2,000   \$ 1,000   \$ 2,000   \$ 2,000   \$ 1,000   \$ 2,000   \$ 2,000   \$ 1,000   \$ 2,00					14				Е
151312   Logis Reviews					\$ 1,076				
151312   Logis Reviews	513311	VCCDD Management Fees		157 571	13 130	65 661	91 910	41 67%	
193316   Tax Collector Fees		Engineering Fees		2,600	666	1,426	1,174	54.85%	
Statistics   Sta									
Subtotal Professional Services								41.62%	
Statistics   Subtotal Accounting & Audriting   14,500   7,250   10,875   3,625   75,00%   15343   Systems Menagement Support   225   69   196   277   88,00%   75,0	519319			247.256					F
Subtotal Accounting & Auditing	513322								G
Subtotal Order Contractual Services		Subtotal Accounting & Auditing							
Subtotal Other Contractual Services   387   69   198   198   51.16%   0.00%					69	198			Н
Subtotal Travel & Per Diem		Subtotal Other Contractual Services		387	69	198	189	51.16%	
Subtotal Comm & Freight Services   500	511401				-	-			
Subtotal Corm & Freight Services   500     500       500	513412		_						
Imagation Visiter		Subtotal Comm & Freight Services		500		-	500	0.00%	
Subtotal Unitires Services									
Subtotal Forumence									
S94963	519451				-	5,895			
18-9846   Landscape Maint - Recurning   4-29,203   18-618   63.045   366,158   14-69%   539468   Integration Repair   14,950   -	539462				-	-,			
193468   Irrigation Repair   21,500   764   2,369   19,131   11,02%	539463	Landscape Maint - Recurring		429,203	18,618		366,158	14.69%	
Solution   Subtotal Repair & Melintenance Services   55,300   - 3   35,297   0.01%					764	2.369			
Subtotal Printing & Binding		Other Maintenance		35,300	-	3	35,297	0.01%	
Subtotal Printing & Binding   So0   116   143   357   28.60%	E12471				,				
175   175   100,00%	313471								
1,340   1,24   833   2,167   27,77%					-	-	200		
13499   Project Wide Fees							2,167		J
Subtotal Other Current Charges   1,549,941   128,962   645,703   904,238   41,66%   Subtotal Operating Expenditures   \$2,557,911   \$175,109   \$847,650   \$1,710,261   33,14%		Project Wide Fees		1,546,066	128,838			41.67%	
Subtotal Operating Expenditures   \$ 2,557,911   \$ 175,109   \$ 847,650   \$ 1,710,261   33.14%	513499				128.962				K
Subtotal Transfers \$ 200,000 \$ 16,666 \$ 83,338 \$ 116,662 \$ 41.67%  Total Expenditures \$ 2,757,911 \$ 191,775 \$ 930,988 \$ 1,826,923 \$ 33.76%  Change in Unreserved Net Position \$ 852,783 \$ (170,438) \$ 2,675,237 \$ 1,822,454  Change in Net Assets indicates a budgeted Addition to Working Capital of \$852,783.  Change in Net Assets indicates a budgeted Addition to Working Capital of \$852,783.  Balance Forward 09/30/18  Current Month Actual Actual Balance  284000 Unassigned \$ 511,352 \$ (170,438) \$ 2,675,237 \$ 3,186,589 \$ 282004 Committed R&R General \$ 16,666 \$ 83,338 \$ 83,									
Subtotal Transfers \$ 200,000 \$ 16,666 \$ 83,338 \$ 116,662 41.67%  Total Expenditures \$ 2,757,911 \$ 191,775 \$ 930,988 \$ 1,826,923 33.76%  Change in Unreserved Net Position \$ 852,783 \$ (170,438) \$ 2,675,237 \$ 1,822,454  Change in Net Assets indicates a budgeted Addition to Working Capital of \$852,783.  Change in Net Assets indicates a budgeted Addition to Working Capital of \$852,783.  Balance Forward 09/30/18 Actual Actual Balance  Every More Provided Balance Analysis: Current Month O9/30/18 Current Month Actual Balance  Every More Provided Balance Stripped Balanc	581911	Transfers to General R & R		200.000	16.666	83.338	116.662	41.67%	
Change in Unreserved Net Position  S 852,783 \$ (170,438) \$ 2,675,237 \$ 1,822,454  Change in Net Assets indicates a budgeted Addition to Working Capital of \$852,783.  Balance Forward 09/30/18  Current Month Actual	301011								
Change in Unreserved Net Position  S 852,783 \$ (170,438) \$ 2,675,237 \$ 1,822,454  Change in Net Assets indicates a budgeted Addition to Working Capital of \$852,783.  Balance Forward 09/30/18  Current Month Actual		Total Expenditures		\$ 2 757 911	\$ 191 775	\$ 930 988	\$ 1,826,923	33.76%	
Change in Net Assets indicates a budgeted Addition to Working Capital of \$852,783.  Balance Forward 09/30/18 Current Month Actual 284000 Unassigned Committed R&R General Total Fund Balance  Footnotes:  A: Net Maintenance Assessment Revenue is paid to the District by Sumter County and is received from the payment of property tax bills. The bills are mailed on November 1 and the first payments begin to arrive in late November.  B: Annual Bank of America Purchase card rebate  C: Interest Income includes monthly interest from CFB, our depository bank, and investments with Florida Cooperative Liquid Assets Security System (FLCLASS)  Month CFB FLCLASS  Oct-18 1.64% 2.29% Nov-18 1.64% 2.29% Nov-18 1.64% 2.29% 1.89% 2.63% Peb-19 1.89% 2.63% Feb-19 1.89% 2.64%  D: Quarterly interest paid from the Tax Collector.  E: Annual Worker's Compensation Insurance invoice paid in October.  G: The final payment of the 2017-18 Fiscal Year Audit was made in February. The remaining budget will be used for the 2018-19 interim audit.  H: System Management Support account is running higher than expected budget.  I: Annual Casualty & Liability Insurance invoice paid in October.								30.7 0 70	
Balance Forward 09/30/18  Current Month Actual Actual Actual  Balance Forward 09/30/18  Eurrent Actual  Actual  Actual  Actual  Actual  Actual  Balance  Current Month Actual  Actual  Actual  Actual  Actual  Actual  Balance  Current Month Actual  Actual  Actual  Actual  Actual  Actual  Balance  Current Month Actual  A	869901	Change in Unreserved Net Position		\$ 852,783	\$ (170,438	) \$ 2,675,237	\$ 1,822,454		
Fund Balance Analysis:    Forward   O9/30/18   Current Month   Actual   Current   Balance		Change in Net Assets indicates a budgeted Addition	to Wo	rking Capital of \$	852,783.				
Fund Balance Analysis:    89/30/18				Balance					
284000 Unassigned 511,352 \$ (170,438) \$ 2,675,237 \$ 3,186,589   282004 Committed R&R General 16,666 83,338 83,338    Total Fund Balance \$ 511,352 \$ (153,772) \$ 2,758,575 \$ 3,269,927    Footnotes:  A: Net Maintenance Assessment Revenue is paid to the District by Sumter County and is received from the payment of property tax bills. The bills are mailed on November 1 and the first payments begin to arrive in late November.  B: Annual Bank of America Purchase card rebate  C: Interest Income includes monthly interest from CFB, our depository bank, and investments with Florida Cooperative Liquid Assets Security System (FLCLASS)  Month CFB FLCLASS  Oct-18 1.64% 2.29%   Nov-18 1.64% 2.41%   Dec-18 1.73% 2.51%   Jan-19 1.89% 2.63%   Feb-19 1.89% 2.63%    D: Quarterly interest paid from the Tax Collector.  E: Annual Worker's Compensation Insurance invoice paid in October.  F: YTD expenses are for PFM Investment Advisory Services and Maxicom System Management. Budget transfer will be processed later in the fiscal year.  G: The final payment of the 2017-18 Fiscal Year Audit was made in February. The remaining budget will be used for the 2018-19 interim audit.  H: System Management Support account is running higher than expected budget.  I: Annual Casualty & Liability Insurance invoice paid in October.		Fried Balance Analysis.							
Total Fund Balance   \$511,352 \$ (153,772) \$ 2,758,575 \$ 3,269,927		Fund Balance Analysis:		09/30/16	Actual	Actual	Balance		
Footnotes:  A: Net Maintenance Assessment Revenue is paid to the District by Sumter County and is received from the payment of property tax bills.  The bills are mailed on November 1 and the first payments begin to arrive in late November.  B: Annual Bank of America Purchase card rebate  C: Interest Income includes monthly interest from CFB, our depository bank, and investments with Florida Cooperative Liquid Assets Security  System (FLCLASS)  Month CFB FLCLASS  Oct-18 1.64% 2.29% Nov-18 1.64% 2.29% Nov-18 1.64% 2.29% 1.89% 2.63% Feb-19 1.89% 2.63% Feb-19 1.89% 2.64%  D: Quarterly interest paid from the Tax Collector.  E: Annual Worker's Compensation Insurance invoice paid in October.  F: YTD expenses are for PFM Investment Advisory Services and Maxicom System Management. Budget transfer will be processed later in the fiscal year.  B: Annual Casualty & Liability Insurance invoice paid in October.  I: Annual Casualty & Liability Insurance invoice paid in October.				511,352					
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The bills are mailed on November 1 and the first payments begin to arrive in late November.  B: Annual Bank of America Purchase card rebate  C: Interest Income includes monthly interest from CFB, our depository bank, and investments with Florida Cooperative Liquid Assets Security  System (FLCLASS)  Month CFB FLCLASS  Oct-18 1.64% 2.29%  Nov-18 1.64% 2.29%  Nov-18 1.64% 2.41%  Dec-18 1.73% 2.51%  Jan-19 1.89% 2.63%  Feb-19 1.89% 2.63%  D: Quarterly interest paid from the Tax Collector.  E: Annual Worker's Compensation Insurance invoice paid in October.  F: YTD expenses are for PFM Investment Advisory Services and Maxicom System Management. Budget transfer will be processed later in the fiscal year.  G: The final payment of the 2017-18 Fiscal Year Audit was made in February. The remaining budget will be used for the 2018-19 interim audit.  H: System Management Support account is running higher than expected budget.  I: Annual Casualty & Liability Insurance invoice paid in October.		POOTHOTES:							
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C: Interest Income includes monthly interest from CFB, our depository bank, and investments with Florida Cooperative Liquid Assets Security  System (FLCLASS)    Month   CFB   FLCLASS			ins DE	ym to amve m la	ato reoveriber.				
System (FLCLASS)  Month CFB FLCLASS Oct-18 1.64% 2.29% Nov-18 1.64% 2.21% Dec-18 1.73% 2.51% Jan-19 1.89% 2.63% Feb-19 1.89% 2.63% Feb-19 1.89% 2.64%  D: Quarterly interest paid from the Tax Collector.  E: Annual Worker's Compensation Insurance invoice paid in October.  F: YTD expenses are for PFM Investment Advisory Services and Maxicom System Management. Budget transfer will be processed later in the fiscal year.  G: The final payment of the 2017-18 Fiscal Year Audit was made in February. The remaining budget will be used for the 2018-19 interim audit.  H: System Management Support account is running higher than expected budget.  I: Annual Casualty & Liability Insurance invoice paid in October.	B:	Annual Bank of America Purchase card rebate							
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Dc: 18		System (FLCLASS)		Month	CEB	FI CI ASS			
Dec-18 1.73% 2.51% Jan-19 1.89% 2.63% Feb-19 1.89% 2.63%  D: Quarterly interest paid from the Tax Collector.  E: Annual Worker's Compensation Insurance invoice paid in October.  F: YTD expenses are for PFM Investment Advisory Services and Maxicom System Management. Budget transfer will be processed later in the fiscal year.  G: The final payment of the 2017-18 Fiscal Year Audit was made in February. The remaining budget will be used for the 2018-19 interim audit.  H: System Management Support account is running higher than expected budget.  I: Annual Casualty & Liability Insurance invoice paid in October.				Oct-18	1.64%	2.29%			
D: Quarterly interest paid from the Tax Collector.  E: Annual Worker's Compensation Insurance invoice paid in October.  F: YTD expenses are for PFM Investment Advisory Services and Maxicom System Management. Budget transfer will be processed later in the fiscal year.  G: The final payment of the 2017-18 Fiscal Year Audit was made in February. The remaining budget will be used for the 2018-19 interim audit.  H: System Management Support account is running higher than expected budget.  I: Annual Casualty & Liability Insurance invoice paid in October.									
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I: Annual Casualty & Liability Insurance invoice paid in October.	G:	The final payment of the 2017-18 Fiscal Year Audit was	made	in February. The	e remaining budg	et will be used for	the 2018-19 interir	m audit.	
I: Annual Casualty & Liability Insurance invoice paid in October.									
	116			czpecieu budget					
J: Annual State of Florida Special District Fee was expensed in the month of January.	l:	Annual Casualty & Liability Insurance invoice paid in Oc	ctober.						
	J:	Annual State of Florida Special District Fee was expens	ed in	the month of Jan	uary.				
K: YTD expenses are for Sumter County Official Record Fees	ν.	VTD evenence are fer Country Country Official D							



# CASH AND INVESTMENT SUMMARY AS OF FEBRUARY, 2019

Fund			Balance	Current	Reconciled
Code	Account Name	Bank	as of 10/1/18	Balance	Yes/No
		GENERAL	FUND		
001	Cash Operating	CFB	23,004.06	15,609.65	Yes
001	Cash Equiv - FLCLASS	FLCLASS	519,079.61	3,263,329.96	Yes
	Sub-total Cash & Cash Equivalents		542,083.67	3,278,939.61	
	TOTAL - General		542,083.67	3,278,939.61	
	DEBT SE	RVICE FUND -	TRUST ACCOUNTS		
201	Revenue Fund 2016	USB-SBA	1,090,095.55	3,245,859.28	Yes
201	Interest Fund 2016	USB-SBA	3,226.95	-	Yes
201	Prepayment Fund 2016	USB-SBA	349,426.84	268,431.30	Yes
201	Reserve Fund 2016	USB-SBA	3,286,125.06	3,315,915.74	Yes
201	Sinking Fund 2016	USB-SBA			Yes
202	Revenue Fund 2018	USB-SBA	-	-	Yes
202	Interest Fund 2018	USB-SBA		-	Yes
202	Prepayment Fund 2018	USB-SBA		84,544.76	Yes
202	Reserve Fund 2018	USB-SBA	5,646,631.32	5,657,465.83	Yes
202	Sinking Fund 2018	USB-SBA		-	Yes
202	Capitalized Interest Fund 2018	USB-SBA	10,305,264.05	8,071,535.01	Yes
	TOTAL - Debt Servic	e	20,680,769.77	20,643,751.92	

	CAPITAL PROJECTS FUND						
301	Acq & Construction Fund 2016	USB-SBA		-	Yes		
301	Deferred Cost Fund 2016	USB-SBA		7.86	Yes		
301	Cost of Issuance Fund 2016	USB-SBA	-	-	Yes		
302	Acq & Construction Fund 2018	USB-SBA	59,087,430.05	49,443,515.30	Yes		
302	Deferred Cost Fund 2018	USB-SBA	-	51,017.53	Yes		
302	Cost of Issuance 2018	USB-SBA	7,381.30	-	Yes		
	TOTAL - Capital Projects		59,094,811.35	49,494,540.69			

Grand Totals 80,317,664.79 73,417,232.22