

District 5 - Chuck Wildzunas, Supervisor District 6 - Peter Moeller, Chairman District 7 - Ron Ruggeri, Vice Chairman District 8 - Dennis Hayes, Supervisor District 9 - Steve Brown, Supervisor District 10 - Don Wiley, Supervisor

**Project Wide Advisory Committee Monthly Board Meetings held at:** District Office Board Room 984 Old Mill run The Villages, Florida 32162

## AGENDA

### June 5, 2017 9:00 AM

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

The District Board welcomes participation during public meetings; however, in order to conduct business in an orderly fashion the Board of Supervisors requests you limit your comments to three (3) Minutes. If you have a general comment that is not included as an item on the agenda please come before the Board during the Audience Comments portion of the meeting. If your comment pertains to a specific on the agenda, the Chairman or Vice-Chairman will request public comments when the item is addressed. Thank you for attending the meeting and for your interest in your local government.

- 1. Call to Order
  - A. Roll Call
  - B. Pledge of Allegiance
  - C. Observation of Moment of Silence
  - D. Welcome Meeting Attendees
  - E. Audience Comments
- 2. Jeff Pardue, Breedlove, Dennis & Assoc.: Proposed Lake Miona Conservation Easement Maintenance Plan

## **NEW BUSINESS:**

3. Approval of the Minutes

Approval of the Minutes from the Meeting held on May 1, 2017

4. Approval of award of Invitation to Bid (ITB) #17B-025 – Stack Block Wall Repairs on Tunnels B9, B10 and M6

Approval of award of Invitation to Bid (ITB) #17B-025 – Stack Block Wall Repairs on Tunnels B9, B10 and M6 to the Sumter Landing Community Development District (SLCDD).

 PWAC Amenity Responsibilities Review and discussion of Resolution 17-11 providing for the Project Wide Advisory Committee additional responsibilities for Sumter Landing amenities.

## **OLD BUSINESS:**

6. Status Update: Morse Boulevard Embankment Project

## **REPORTS AND INPUT:**

- 7. Staff Reports
- 8. District Counsel Reports
- 9. Supervisor Comments
  - A. Superviosr Hayes: Resident Suggestion Signage at Tunnel Entrances
- 10. Adjourn

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

#### <u>NOTICE</u>

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) 751-6700 at least five calendar days prior to the meeting.



## AGENDA REQUEST

SUBJECT:	Jeff Pardue, Breedlove, Dennis & Assoc.: Proposed Lake Miona Conservation Easement Maintenance Plan
DATE:	6/5/2017
FROM:	District Staff
TO:	Project Wide Advisory Committee

**ISSUE:**Due to the size of the report, the Breedlove, Dennis & Associates Report has been provided in two parts. Cost Estimate included as separate document.

## **ANALYSIS/INFORMATION:**

## **STAFF RECOMMENDATION:**

## **MOTION:**

## **ATTACHMENTS:**

	Description	Туре
D	Proposed Easement Maintenance Plan - Part 1	Cover Memo
D	Proposed Easement Maintenance Plan - Part 2	Cover Memo
D	Cost Estimate	Cover Memo

BDA ENVIRONMENTAL CONSULTANTS

April 17, 2017 File: 2005-210-995

#### SUBMITTED VIA E-PERMITTING

Mr. Cliff Ondercin Southwest Florida Water Management District 7601 U.S. Highway 301 Tampa, FL 33637-6759 Phone: (813) 985-7481 ext. 6537 E-Mail: cliff.ondercin@watermatters.org

RE: Long Term Management Plan – Lake Miona Conservation Easement Permit No. 43020198.001

Dear Mr. Ondercin:

On behalf of Sumter Landing Community Development District (SLCDD) Breedlove Dennis and Associates, Inc. (BDA) herein submits a Long Term Management Plan (LTMP) for the ± 2.5 acre upland buffer (25') and ± 21 acre wetland (Management Area) adjacent to the Bridgeport at Lake Miona residential development at The Villages, FL (Exhibit 1). This Management Area is included within a conservation easement granted to the Southwest Florida Water Management District (SWFWMD) in 2002 and subsequently revised in 2004 (Exhibit 2). The conservation easement is a requirement of the Villages of Lake Sumter mass grade permit issued by SWFWMD on July 30, 2002 (Exhibit 3). This permit also required the enhancement (planting) of a 25' upland buffer with live oak and sand cordgrass. On October 11, 2002 tree density within the planted 25' upland buffer area was modified from 10 foot centers to 25 foot centers (Exhibit 4).

Pursuant to special condition 18 in SWFWMD permit no. 43020198.001 a conservation easement was recorded in the public records of Sumter County on March 11, 2004. As stated in "1. Purpose" the conservation easement is to assure that the Lake Miona/Black Lake Property will be retained forever in its existing natural condition. Further, in "4. Grantors Lake Miona/Black Lake Property Maintenance" states that the grantors agree to continue to maintain the Lake Miona/Black Lake Property at its current level of maintenance existing as of the date of the execution of the conservation easement. The 2002 permit did not

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BREEDLOVE, DENNIS & ASSOCIATES, INC.

330 W. Canton Ave. - Winter Park, FL 32789 Phone: 407-677-1882 ~ Fax: 407-657-7008 ☑ 30 East Liberty St. – Brooksville, FL 34601 Phone: 352-799-9488 – Fax: 352-799-9588

I167 Green Hill Trace ~ Tallahassee, FL 32317 Phone: 850-942-1631 ~ Fax: 850-942-9776

## ENVIRONMENTAL CONSULTANTS

Mt. Cliff Ondercin April 17, 2017 Page 2

contain any specific monitoring requirements for the preservation of wetland L (Lake Miona/Black Lake) therefore, there was no baseline data regarding existing vegetation at the time the permit was issued. Neither are there any statements in the conservation easement as to what the level of maintenance existed at the time the conservation easement was recorded and which was to be maintained (condition 4).

At the time flie conservation easement was recorded best information indicates that the wetland adjacent to Lake Miona was largely an herbaceous wetland. This is based on review of aerial photography (Exhibit 5), reported observations of personnel with The Villages of Lake Sumter, Inc, and residents. Prior to recording the conservation easement the Lake Miona shoreline was in agriculture with active cattle grazing the shoreline area. With removal of the estile, relatively low lake levels over the past 10 years and the passage of time the character of the Lake Miona shoreline has transitioned and there now exists an extensive shrub and woody sub-canopy layer.

In order to address concerns by residents that the prior character of the wetland has changed and in keeping with the stated purpose of the conservation casement which is to assure that the Lake Miona/Black Lake Property will be retained forever in its existing natural condition, SLCDD is proposing a discretionary LTMP which may be implemented to restore and maintain this wetland as an herbaceous wetland and the adjacent 25' upland buffer. SLCDD understands that the SWFWMD does not currently view the wetland or upland buffer to be out of compliance with the conservation easement or the underlying permit and is not requiring SLCDD to undertake any management actions.

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### Long Term Management Plan

#### Upland Buffer

The 25' upland buffer adjacent to wetland L (Lake Miona/Black Lake) was planted with live oak (Quercus virginiana) trees (25' centers) and sand cordgrass (Spartina bakeri) in accordance with permit requirements. This area was monitored and has been released from further monitoring having met its permit success criteria. Within this 25' upland buffer SLCDD proposes to maintain this area as originally permitted by removing all trees and woody vegetation other than the originally planted oaks, sand cordgrass or other native herbaceous vegetation providing similar function as sand confignass. Trees and woody vegetation would be removed by mechanical means or hand cutting with material removed from the upland buffer and properly disposed. To control re-emergence of woody vegetation the upland buffer may be periodically treated with approved herbicides. The herbaceous stratum in the upland buffer will be maintained with sand cordgrass or other similar herbaceous native plants providing the same function as sand cordgrass and may be periodically cut to maintain the aesthetic character of buffer. Oak trees remaining in the upland buffer

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## BDA ENVIRONMENTAL CONSULTANTS

Mr. Cliff Ondercin April 17, 2017 Page 3

buffer may be limbed up to sufficient height to facilitate light penetration to the ground cover in a manuer that will not cause harm to the trees (Exhibit 6).

#### Wetland

In order to re-establish an herbaceous wetland the initial step will be to clear woody vegetation within the wetland down to the water's edge (area of the conservation easement). This will be accomplished primarily by mowing with traditional mowing equipment or use of tracked mowing equipment (Exhibit 7) when it can be accomplished in a manner so as not to cause undue rutting or disturbance of the soil. Some woody material may require hand cutting and this method may be used throughout the wetland if conditions do not allow the use of mechanical methods. Woody material that cannot be mowed or chipped will be removed and disposed at an appropriate upland disposal site. Some incidental fallback and small material may be left in place. To control re-emergence of woody vegetation the wetland may be periodically treated with approved herbicides. Implementation of this initial clearing will be phased and will be conducted during dry periods when mechanical methods may be employed (Exhibit 8). Work will be done in three phases which will be delineated in the field for SWFWMD staff to review prior to implementing clearing/mowing. Phases will be separated by a minimum of one month to allow for a minimum disturbance to wildlife.

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Following the initial clearing/mowing of woody vegetation the wetland will be periodically maintained as an herbaceous wetland community in the manner described above. Maintenance to control invasive, exotic, or nuisance vegetation is expected to be needed on a bi-monthly basis for the first year and quarterly for two years and semiannually thereafter, however maintenance will be conducted on an as peeded frequency.

#### Monitoring

In order to track progress SLCDD proposes to conduct monitoring within the management area. Monitoring will be conducted semi-annually with an annual report submitted to the SWFWMD December 1 of each year for a period of three years.

Five monitoring transects will be monumented with PVC pole and GPS coordinates at the point of beginning and point of ending running from the 25' upland buffer to the water's edge (Exhibit 9). Two monitoring stations (GPS coordinates) will be established in the wetland along each transect. At each monitoring station a plot 50' in radius will be assessed and data recorded including vegetative species composition, percent areal coverage and the dominant species. In addition, at the point of beginning and point of ending of each transect a photostation will be established and photographs taken in three cardinal directions. Wildlife observed or documented via sign or audible signal will be recorded. An annual report of monitoring results will be provided to the SWFWMD.

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Mr. Cliff Ondercin April 17, 2017 Page 4

If you have any questions or need any additional supporting documentation please contact me via telephone at 352-799-9488 or e-mail at <u>jpardue@bda-inc.com</u>.

Sincerely yours,

W. Jeffrey Pardue, C.E.P., M.S., M.B.A. Senior Vice President

WJP/tnp

Enclosures

cc: Janet Tutt Sam Wartinbee

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## EXHIBIT 1

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# LAKE MIONA SHORELINE SUMTER COUNTY, FLORIDA : : : .

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## **EXHIBIT 2**

## LAKE MIONA/BLACK LAKE WETLANDS AND BUFFER AREA CONSERVATION EASEMENT AND RELEASE

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0)/SONSOID THOUS LOV DEFENDENCE OVOLONI D. H. H. 1931-01-01-02 Prepared by, record and return for ЪŇ Mattra Enroll Churfter, Faquire Ret TF CALITON FINLDS P.A. 2).5 S. Monors Street, Suito 500 <u>, C</u>2 Tidlahaasoo, FL 32301-1865 COUNTY, HORTA DOC \$0.70 HAYANE, CLERK OF CINCULT COURT , e 20 UAKE MIONA/BLACK VARE WRITANDS AND BUFFER AREA CONSERVATION EASEMENT . AND ATTON EASEMENT AND OUTT CLAIM RELEASE OF PRIOR CONSER THIS CONSERVATION BASEMENT is made file 24 day of february, 2004, by THE VILLAGES OF LAKE SUMIER, INC., & Florida conjunction, having so address at 1190 Main Street, The Willages, Fjorids, 32159-7732 and VILLAGE COMMUNITY - DEVELOPMENT DISTRICT NO. 5, established putsuant to availog 190,005, Florida Statutes, baring an stiffeess of 3231 Welgewood Lane, The Villages, Flexids 32162, (jointly "thanknes"). in tavor of the EOUTHWEST DLOGDA WATER MANAGEMENT DISTRICE, e public corporting, having similing solutions at 2379 Bread Street (U.S. Highway 41 South), Buookaville, Florida, 34509-(5899 ("Granted"). Windler, for RELEABE OF FRIOR CONSERVATION · FAREMER'T and OUTT CLAIM is made this 2.6 1004. Бу (1)1/1004 (1)1/2004 the Granise in favor of the Graniots. WINESSERIE: #2001-8259 #21122 (F88 WITINESSBIRE WHEREAS, Gearante com in the simple catch real gruperty in Sounter Crunty, Platida, more rentical and described to Exhibit  $^{10}$  empirical instates and interrupts left by this reference (the TL sky \$34° Micna/Black Lake Property"); and TALIM AND A

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WARREAR. THE VILLAGES OF LAKE SUMLYR, D.C., together with PMB, LTD., a Worlda limited partnersidg; and L. GARY MORSE and R. LIEWEY BURNSED, as Trustees of the Jennifer Boono Droversiole Trust, under Agreenene dated the 12th of Desember, 1586, a questhird and/vided interest; H. GARY MORSE and R. DEWBY BURNSED, as Trustees of the Mark G. Morse Intercentle thrast, under Agreenene datef the 12th of Desember, 1986, a onefluire undivided interest; and E. GARY MORSE and R. DEWBY BURNSED, as Trustees of the Mark G. Morse Intercentle thrast, under Agreenene datef the 12th of Desember, 1986, a onefluire undivided interest; and E. GARY MORSE and R. DEWBY EUROPED, as Trustees of the Tracy Mathema functions, provincely tenants in common with the Granters ("Predecessors in Interest"), previously conveyed a perpetusi conservation consense in invor of the Grantee, withoh conservation asymmetric so, 2002, at B-1005 F-172 (Document \$2002-16856). ("The Frier Regement"); and

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WHEREAS, the Prior Basecters: conveys to the Grandes an casement interest over twelve separately described properties, including the Lake Micro-Black Lake Property; and

WHIRRAN, ine Prior Ensement was granted by ine Granters and Predecessors in Interest in consideration of the Granter's appropriate reflected by Formit No. 42020198.001 ("the Permit"), to Chanters' proposal in pressive, onlines, restore and/or utiligate weights and uplands as mitigation for impracts to watter of the State of Florida nethorized by the Permit; and

W/HERFAE, subsequent to fac recording of the Prior Ecsentent, 2"effectessors in Interest invo, sinus September 30, 2002, conveyed their interests in the Lake Miner/Mack Lake property to Grantomy and

WERREAS, subsequent to the reactivity of the Price Research, Crautons discovered that the, Segal description of eastern properties, set forth at pages A-12-1 forwards A-12-11 of the Prior Becommut, was induced, and

WHEREAS, Exhibit 1, altacked herets and incorporated herein, accurately describes the Lake Miona Black Lake Property, and

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WHERPAS, Giantee has agreed to release Grantons from the Prior Internet and Committee has agreed to grant and secure to the Grantee a purportual reasonation descenter to defined in Section 704.05, Florida Statutes (1997), over the Lake MidnedHlack Property, as described in Exhibit 1,

NOW TERREPORE, in considers for of the shows and the manual coverants, terms, conditions and residering contained batein, the Chanton voluntarily releases for Grantors from the Prior Reservent, and quit chines all interests conveyed to the Grantors by the Grantors, with respect to face properties described at pages A-1.2-1 fusingh A-12-11 of the Prior Reservent.

FURTHER, in opasideration of the above and the mutual coverants, terms, conditions and restrictions contained herein, and pursuant in the provisions of Soulon 704.06, Florida Statutes, Grautors hereby voluntarily grant and onevey to Grantee a Conservation Research in perpetuity over the Likes Mions/Black Lake Property of the nuture and character and to the extent hereinsfor set forth herein. Granters folly warrant tills to said Lake Mions/Black Lake Property, and will warrant suid defend the same against the lawful distance of all persons whomesover.

1. <u>Priva</u>ec. The purples of this Conservation Eastment is to assume that the Luke Neinw/Illack Lake Property will be relained forever in its satisfing nutural condition and to prevent any use of the Lake Minne/Black Lake Property that will impair at interface with the suvironmental velue of the Lake Minne/Black Lake Property.

2. <u>Probiblical Uses</u>. Except for the uses reserved in Section 5 levels any univery on at uses , of far Lake Microsoff and Lake Experty inconsistent with the purpose of this Conservation Reservant is prohibited. Without Emitting the generality of the foregoing, the following estivities and uses are expressly multiplied:

a. Constructing or plasing fulldings, made, signs, billboards or other adventising, utilizes or other structures on or shows the ground.

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b. Dunying or planing soil or other substance or material as landfill, or dunying or planing of tast , waste or maighty or offennios motorials.

e, Removing or destoring trees, almost or other vegotation.

d. Exampling, divising or removing losts, peut, grevel, soil, took of other metadal substances.

a. Surface usa, outset for purposes that period The joint or write uses to remain predominantly in its named condition.

f. Autivities detrimental to inclusive, flood control, water consolvation, erozon control, soil cancervation, or fish and wildlife habitat preservation.

g. Acts or uses detrimental to be observation of land or waint stress.
b. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, arbitrariuml, arbitrarium of sites or properties of historical, arbitrariuml, arbitrarium of sites or properties.

5. <u>Reserved Riphls.</u> Grences inverve this themselves, and their successors and assigns, all rights repairing from their ownership of the Lake Mione/Elaist Lake Property, including the right is sugged in or permit or invite claus to angage it all tass of the Lake follow/Black Lake Property, that are not prohibited invite und see not inconsistent with the purpose of this Conservation Eastment. Grantars specifically reserve onto themselves, and their successors and assigns, the ability to construct, operate and an invite following improventate and recessional facilities andy if subsequently perimited by Gaules and all other applicable agencies:

> e. An novers readway, and a small packing and upland puriou of a dooring dealing to contain up to 8 slips for boots of less than 15 feet in lacgin, all contained within a 25 foot wide contribut to be derigned in any sub-squeets approvel by Granker; and

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b. a 12 foot while related handweak with transportation path of epiproximatoly one-half only constanting some scoring and educational signage, all of which would be loosed on the easterly side of Leke Mione.
 Notifing herein shall create enty obligation on Granters to apply to build such improvements and/or Grantes to parall same.
 Connector Lake Mione/Back Leke Property Maintenaus, Granters agree to

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c. <u>Orthogene 1.aks Europerions 1.222 Property and Despites</u>, Contant agent to confirme to manimum the lake Miona/Disch Luke Property at its content level of maintan-mee existing is an if the date of the execution of the Conservation Resonances,

5. <u>Taxas</u>, Grantons almily symbolic definitionary, all taxas, assessments, fees and charges, of whatever description, levied on or essensed against the Lake Mionavislack Lake Property by computed autionity (collectively "inter"), including any faces introceed upon, or incomed as a result of this licentern, and shall furnish Grantes with satisfactory evidence of payment by line 1 of the successful year after the tax a are due.

<u>Stants of breat</u>es, To eccomplish the proposes stated barein. Grankets very experiments were a state following rights to granize;

8. To outer upon and import the Lake Minim Black Lake Respecty in a reasonable marnet and st reasonable firms to determine if Granitas or firm successors and essigns are complying with the covenants and probablicous contained in this Conservation listement.

b, To proceed at low or in equity to enforce the provisions of this Conservation Eusement and the coverants set forth herein, to prevent the conversion of any of the prohibited solivities for forth herein, and require the restarction of areas or features of the Leke Micate Miack Lake Property that may be demoged by any entivity inconsistent with the Conservation Example.

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7. Grantent, Discretion, Grantee may enforce the tanks of this Amended Conservation Bestmant at its discussion, but if Grantens breach any term of this Conservation Essences and Grantes does not exercise its right: under this Conservation Essences, Grantens interarces interaction of this Conservation Essences, or of any subsequent breach of the amile, or any other term of this Conservation Essences, or of any subsequent breach of the this Conservation Essence. No delay or ordesion by Granten in the exercises of any right or rearedy upon any breach by Grantens shall impair such right or rearedy of the conservation shall impair such right or rearedy of the conservation Essences and here the waiver. Grantens shall not be obligated to Grantens, or to any other person or entity, to enforce the provisions of this Conservation Essence.

E. <u>Grantee's Lichtlity.</u> Grantors will assume all Hability for any injury or damage to the person or property of third parties which may occur on the Lake Miona/Block Lake Property - effsing from Grantors' ownership of the Lake Miona/Black Lake Property. Nation Grantors, nor any person or bridly elements by or through Crantors, shall hold Grantes liable for any damage or injury to person or personal property which may secure on the Lake Miona/Black Lake Property.

3. <u>Acts Reputer Control</u>, Nothing compiled in this Conservation Euroment shall be consisted to omtile Granter to being say scient spainst Granters for any injury to or enables in the Lafer Vienna/Black J. the Property resulting from nutural cases beyond Granters' control, incluting, without Emitation, firs, fixed, shown and cash movement, or Beau any naccessary collent takes by Granters under emergency conditions to prevent, acate or milligate significant injury to the Lake Mone/Black Lake Property resulting from such causes.

10. <u>Recomputien</u>. Grantous shall record 0.6: Concervation Essenant in finally featron in the Official Records of Sunfor County, Models, and shall record if at any time Granteo may require to preserve its rights. Grantous shall pay all recording costs and taxes recording to record, first conservation Recement in the public records. Grantous will hold Chantee harminess from any recording costs or taxes necessary to record, the Conservation Recement in the public records.

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11. <u>Sprocessors</u>. The covenants, terms, conditions and restrictions of this Conservation Essenced shall be black of the set have bit the benefit of the parties herein and their respective personal representatives, here, successors and assigns and shall conthue as a service running in perpendict with the Lake Miona/Black Jako Parcenty.

12. <u>Conflict with Prior Essenced</u>. This Conservation Essenced supercodes the Prior Basement with report to the Lake Miono/Diack Lake Property and those properties described at pages A-12-1 Brough A-12-11 of the Prior Essenced multiple work of any conflict between the Prior Essenced and this Conservation Essenced, the terms of this Conservation Resonant shall proved.

13. <u>Prior Reconstant</u>. All targes of the Prior Research not specifically modified by this Contaction Research and Release of Prior Construction Resonant and Quit Clain, specifically including buy not limited to the grants of essenant to Percele A-1 Grough A-11, remain in (all three spid. affect.

IN WITNESS WHERBOF, Creature and Granics have executed this Connectivation Basement and Release of Frior Connectivation Easonness and Quit Claim on the day and year first above written.

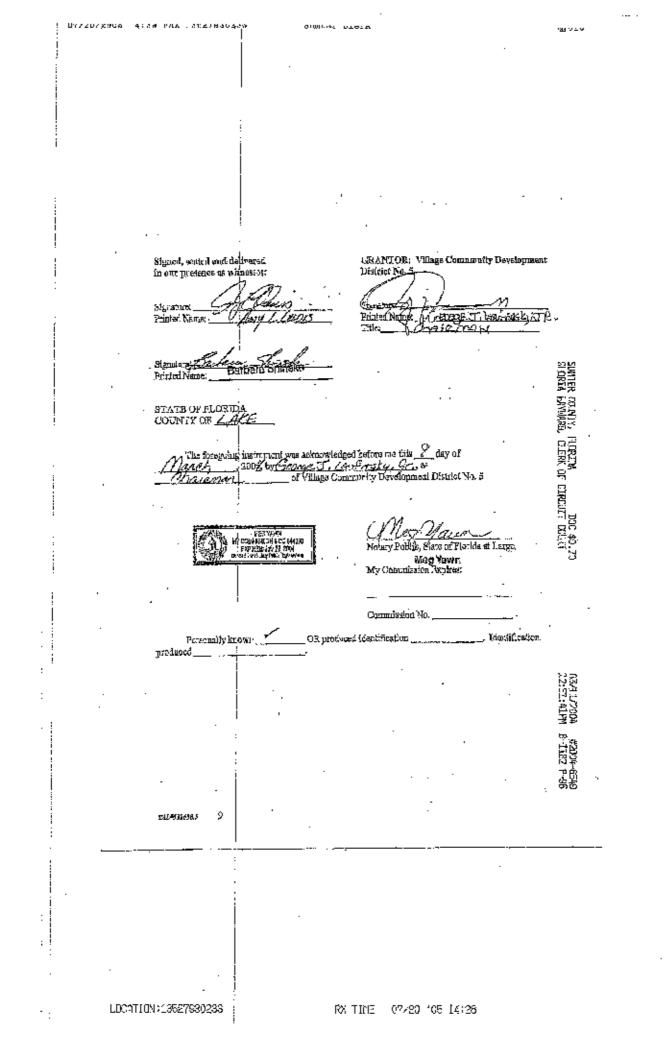
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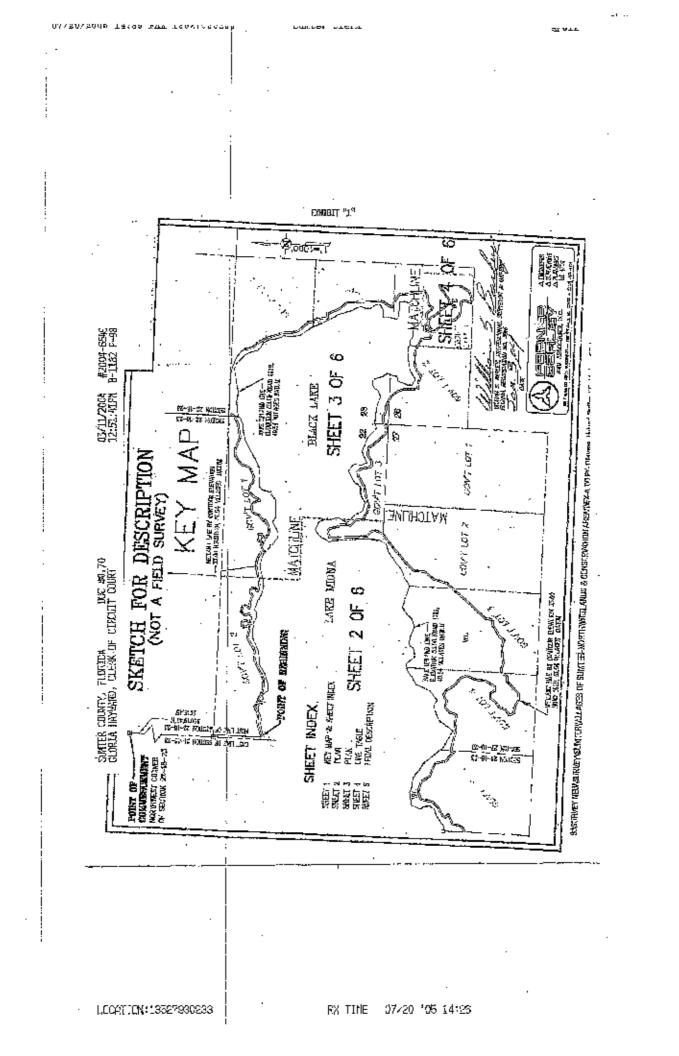
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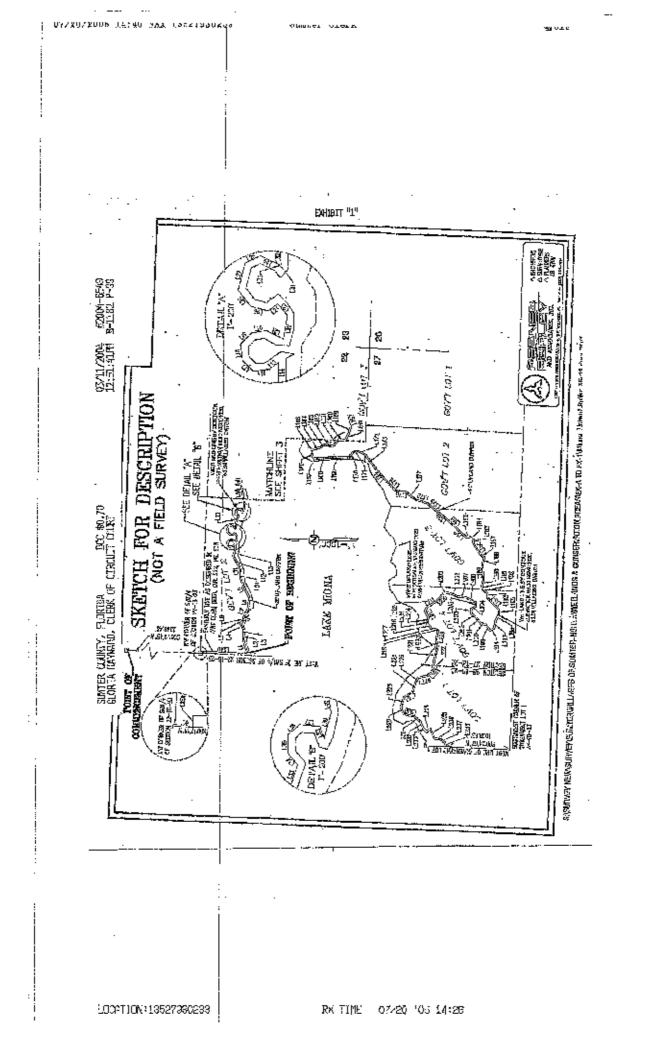
CT/BC/2000 34-an town savaraavaga and the second second -----GRAMIOR: The Villages of Lake Sumler, free. Signed, sealed and delivered in our presence cs withesses; )li de Signature Signal 150; Principal Mounts Mark G. Morts JG Vice Frestdent Frinted Manua Grain W. Little SLATER COUNTY, FLOREDA DOC 400.70 GLERIA HAVARAD, CLERK OF CIRCUTT COURT Signature: \_\_\_\_ Printed Neuro: STATE OF PLORMA COUNTY OF LAKE The Brogning instrumer: was asknowledged before mo this 📝 cay of 1924 \_\_\_\_\_ 2004 by Mark G. Morse, as Vice Prysident of The Villages of Lake Station. Narch In a 1AN  $\mathcal{O}$ wiblie, Etate of Florida at Large. Notary Les yann Ny comineration (cossise) Erriss (ny 11, 2004) Denhar Valaria (cossis) Mag Yawa ð My Commission Exploses . Commission No. ,"doort Hi catiluta OR produced (dentification Parsonally Iclows. produces 56 1921 8 747-8226363 LIDCATION: 1282/030233 8X TIME 07/20 105 14:26

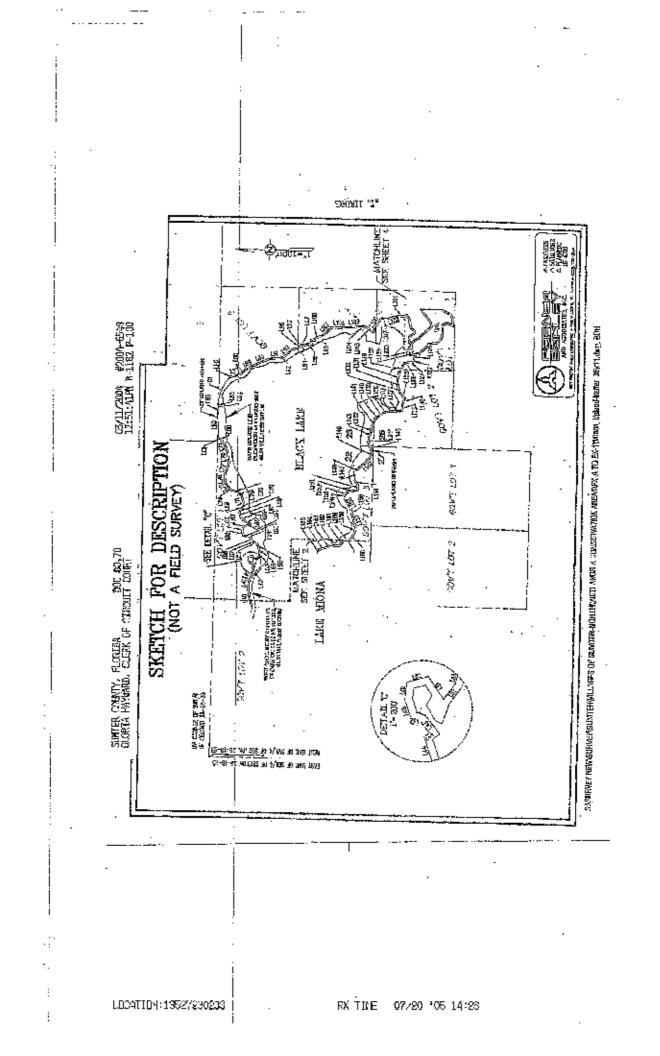


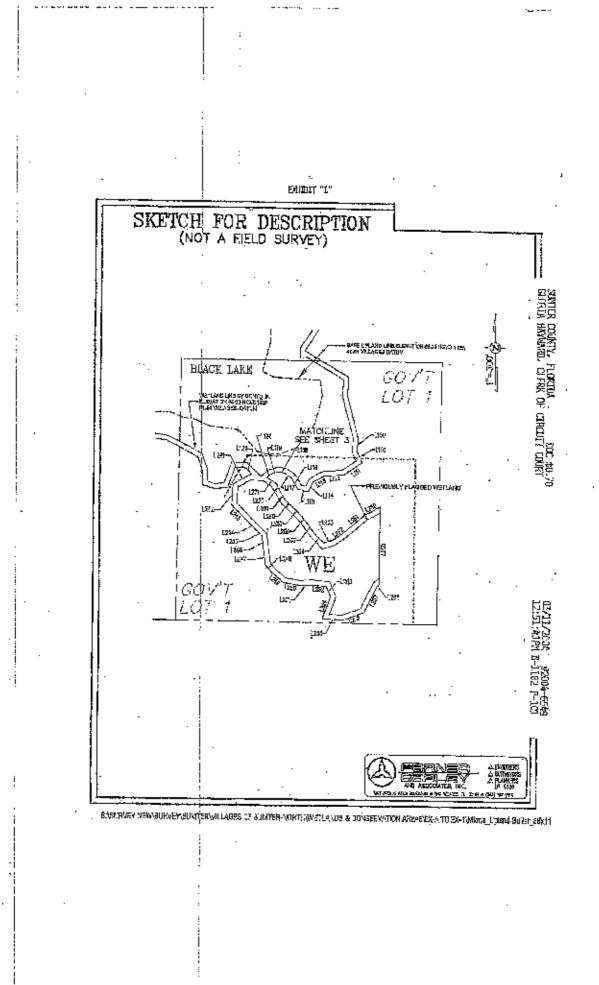
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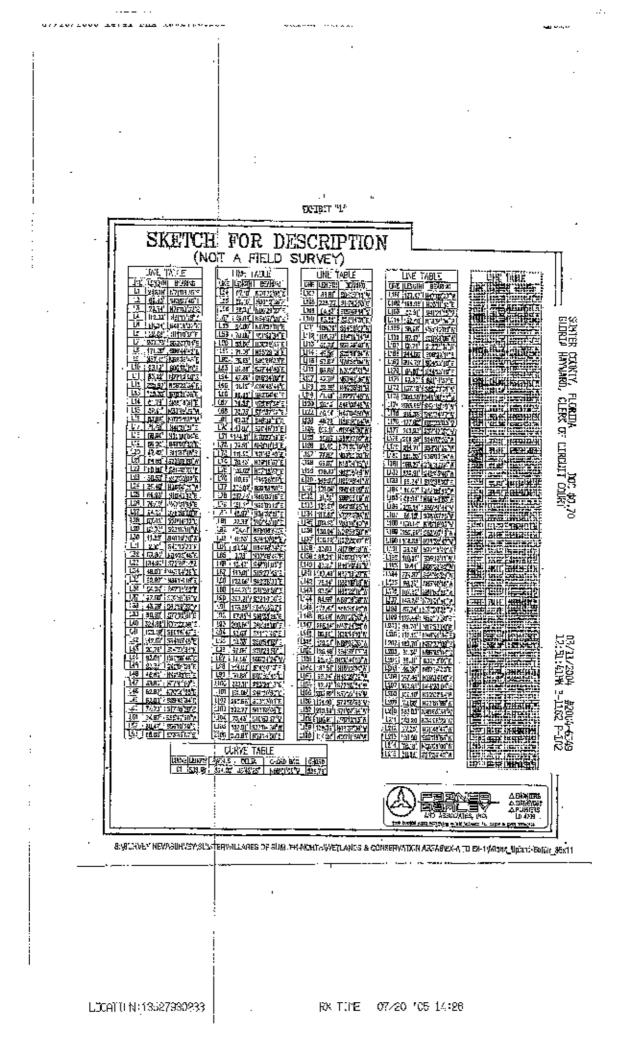


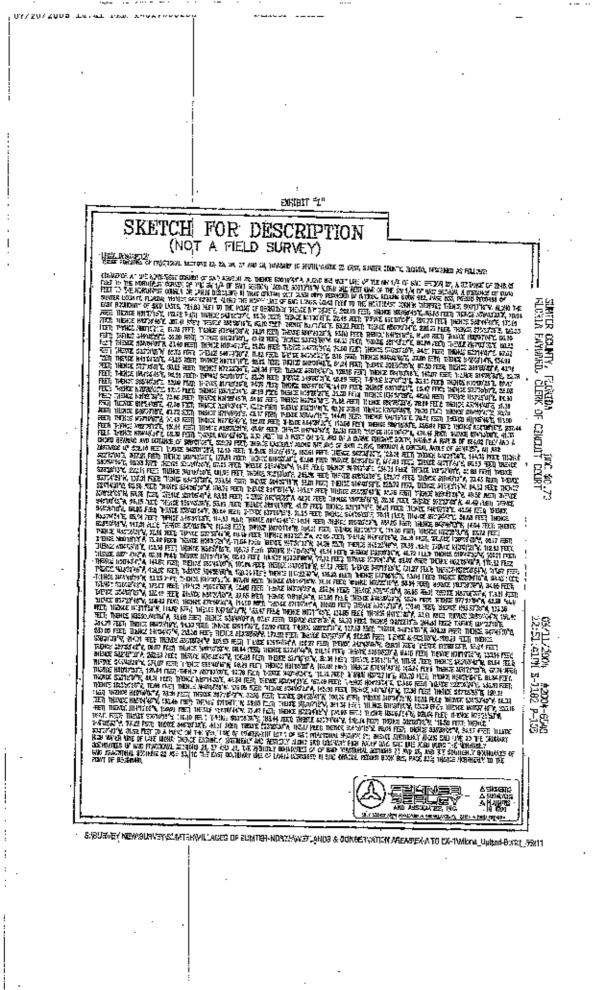




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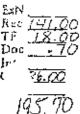
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Prepared by, record and-return-to;

Nancy G. Linnar, Esquire CARLTON FIELDS, P.A. 215 S. Monroe Street, Suite 500 Tallahassee, FL 32301-1866

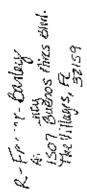


ARD, CLERK OF CIRCUIT COUR

0/2002 #2002-15895 5:30AM B-1006 P-172

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### WETLANDS AND BUFFER AREA CONSERVATION EASEMENT



THIS CONSERVATION EASEMENT is made this 20 day of 2012 by THE VILLAGES OF LAKE SUMTER, INC., a Florida corporation, having an address at 1100 Main Street, The Villages, Florida 32159-7732; PM3, LTD., a Florida limited partnership; and H. GARY MORSE and R. DEWEY BURNSED, as Trustees of the Jennifer Boone Irrevocable Trust, under Agreement dated the 12th of December, 1986, a one-third undivided interest; H. GARY MORSE and R. DEWEY BURNSED, as Trustees of the Mark G. Morse Irrevocable Trust, under Agreement dated the 12th of December, 1986, a one-third undivided interest; and H. GARY MORSE and R. DEWEY BURNSED, as Trustees of the Mark G. Morse Irrevocable Trust, under Agreement dated the 12th of December, 1986, a one-third undivided interest; and H. GARY MORSE and R. DEWEY BURNSED, as Trustees of the Tracy Mathews Irrevocable Trust, under Agreement dated the 12th day of December, 1986, a one-third undivided interest, as tenants in common ("Grantor"), in favor of the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation, having a mailing address at 2379 Broad Street (U.S. Highway 41 South), Brooksville, Florida, 34609-6899 ("Grantee").

#### WITNESSETH:

WHEREAS, Grantor owns in fee simple certain real property in Sumter County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "Property"); and

SUMPLEX COUNTY, FRONTINA GLORIA HAYMARD, CLERK OF CIRCUIT COURT

11:06:30AM B-1006 P-173

WHEREAS, the Grantor desires to construct The Villages of Sumter DRI ("Project") at a site in Sumter County, which is subject to the regulatory jurisdiction of the Grantee; and

WHEREAS, Permit No. 43020198.001 ("Permit") issued by Grantee authorizes certain activities which affect waters in the State of Florida; and

WHEREAS, this Permit requires that the Grantor preserve, enhance, restore and/or mitigate wetlands and/or uplands under the Grantce's jurisdiction; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit, is agreeable to granting and securing to the Grantee a perpetual conservation easement as defined in Section 704.06, Florida Statutes (1997), over the Property.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of Section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement"). Grantor fully warrants title to said Property, and will warrant arid defend the same against the lawful claims of all persons whomsoever.

1. <u>Purpose</u>. The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. <u>Prohibited Uses</u>. Except for the uses reserved in Section 3 herein any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

a. Constructing or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

b. Dumping or placing soil or other substance or material as landfill, or dumping or placing of trash, waste or unsightly or offensive materials.

c. Removing or destroying trees, shrubs, or other vegetation.

d. Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

e. Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

g. Acts or uses detrimental to such retention of land or water areas.

h. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. <u>Reserved Rights.</u> Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not prohibited herein and are not inconsistent with the purpose of this Conservation Easement. Grantor specifically reserves unto itself, and its successors and assigns, the ability to construct, operate and maintain the following improvements and recreational facilities only if subsequently permitted by Grantee and all other applicable agencies:

a. An access roadway, and a small parking and upland portion of a docking facility to contain up to 8 slips for boats of less than 15 feet in length, all contained within a 25 foot wide corridor to be designated in any subsequent approvals by Grantee; and

b. a 12 foot wide raised boardwalk with transportation path of approximately one-half mile containing some seating and educational signage, all of which would be located on the casterly side of Lake Miona.

09/30/2002 #2002-16896 11:06:30AM B-1006 P-174

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RAFT S TER COUNTY, FLORIDA GLURIN HAYWARD, CLERK OF CIRCUIT COURT

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Nothing herein shall create any obligation on Grantor to apply to build such improvements and/or Grantee to permit same.

4. <u>Grantor's Property Maintenance</u>. Grantor agrees to continue to maintain the property at its current level of maintenance existing as of the date of the execution of this Conservation Easement.

5. <u>Taxes</u>. Grantor shall pay, before delinquency, all taxes, assessments, fees and charges, of whatever description, levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

6. <u>Rights of Grantee</u>. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

a. To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

b. To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with the Conservation Easement.

7. Grantee's Discretion. Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

SUMTER GLORIA

COUNTY, FLORIDA HAYWARD, CLERK OF CIRCUIT COURT

Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. <u>Grantee's Liability</u>. Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantors, nor any person or entity claiming by or through Grantors, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property.

9. <u>Acts Beyond Grantor's Control</u>, Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

10. <u>Recordation</u>. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Sumter County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

11. <u>Successors</u>. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

TAL#521166,02

DRAFT

Signed, sealed and delivered in our presence as witnesses:

Signature: Printed Name: Donie A. Pard

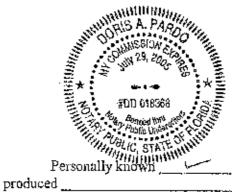
Signature: Printed Name: Rebecca Billing

STATE OF FLORIDA COUNTY OF LAKE GRANTOR: The Villages of Lake Samter, Inc.

Signature:

Printed Name: Mark G. Morse Its Vice President

The foregoing instrument was acknowledged before me this <u>26</u> day of <u>SEPTEMBER</u> 2002, by Mark G. Morse, as Vice President of The Villages of Lake Sumter, Inc.



Notary Public, State of Florida at Large.

My Commission Expires:

Commission No. # DO018368

OR produced identification \_\_\_\_\_\_. Identification

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LERK OF CIRCUIT COURT

PM3, Ltd., a Florida Limited Parinership

By: Its General Partner PM3, Inc., a Florida Corporation

Signatures

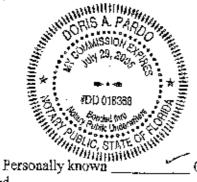
Signature: <u>UUU</u>	Abra.		
Printed Name:	Doris &	Perdo	

Signature: Printed Name: Rebecca

STATE OF FLORIDA COUNTY OF LAKE

Printed Name: Mark G. Morse Its Vice President

The foregoing instrument was acknowledged before me this 26 day of <u>SEPTEMBER</u> 2002, by Mark G. Morse, as Vice President of PM3, Inc, General Pagner of PM3, Ltd.



1945 Cilaras Notary Public, State of Florida at Large.

My Commission Expires:

7/29/05

Commission No. <u>#DD018368</u>

OR produced identification \_

UMTER

UMTER COUNTY, FLORIDA LORIA HAYWARD, CLERK OF CIRCUIT COURT

TAL#521166.02

produced



1%. GARY MORSE and R. DEWEY BURNSED, as Trustees of the Jennifer Boone Irrevocable Trust, under Agreement dated the 12th of December, 1986, a one-third undivided interest; H. GARY MORSE and R. DEWEY BURNSED, as Trustees of the Mark G. Morse Irrevocable Trust, under Agreement dated the 12th of December, 1986, a one-third undivided interest; and M. GARY MORSE and R. DEWEY SURNSED, as Trustees of the Tracy Mathews Irrevocable Trust, under Agreement dated the 12th day of December, 1986, a one-third andivided interest, as tenants in common

H. Gary Morse, Trustee

Signature: 4 Doris A. Pardo Printed Name:

Signature; Printed Name: Rebec

Signature: Printed Name:

Signatul Printed Name

Signature: Printed Name: Burnsed, Trustee ęу

Signature:

Printed Name:

SUMIER SLORIA

A COUNTY, A HAYWARD,

, CLERX OF CIRCUIT COURT

TAL#521166.02

9730/2002 #2002-16896 1:06:30AM B-1006 P-180

## STATE OF FLORIDA COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 26 day of SEPTEMBER 2002, by H. Gary Morse, as Trustee of the Jennifer Boone Intervocable Trust, under Agreement dated the 12th of December, 1986, a one-third undivided interest; as Trustee of the Mark G. Morse Irrevocable Trust, under Agreement dated the 12th of December, 1986, a one-third undivided interest; and as Trustee of the Tracy Mathews Irrevocable Trust, under Agreement dated the 12th day of December, 1986, a one-third undivided interest, as tenants in common

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(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	Notary Public, State of Florida at Large.
	My Commission Expires: <u>7/29/05</u>
C STATE OT MININ	Commission No. # DOCI8368
Personally known	OR produced identification Identification

## STATE OF FLORIDA COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 2/2" day of September-2002, by R. Dewey Burnsed, as Trustee of the Jennifer Boone Irrevocable Trust, under Agreement dated the 12th of December, 1986, a one-third undivided interest; as Trustee of the Mark G. Morse Intervocable Trust, under Agreement dated the 12th of December, 1986, a one-third undivided interest: and as Trustee of the Tracy Mathews hrevocable Trust, under Agreement dated the 12th day of December, 1986, a one-third undivided interest, as tenants in common.

DRA

Notary Public, State of Florida at Large. My Commission D0067192 My Commission Expires: Exeires Sectember 16, 2005 9-16-05

Commission No. DD057192

OR produced identification \_\_\_\_\_\_. Identification Personally known produced

DN Rec <u>141.00</u> TF <u>18.00</u> Dac <u>70</u> Int CC <u>36.00</u>

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Prepared by, record and return-to;

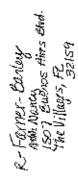
Nancy G. Linnan, Esquire CARLTON FIELDS, P.A. 215 S. Montoe Siteet, Suito 500 Taliahassee, FL 32301-1866

#### W&TLANDS AND BUFFER AREA CONSERVATION EASEMENT

LORIA HAYWARD, CLERK OF CIRCUIT COURT

2002 #2002-16896 30AM 3-1006 P-172

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TAL#521165.02

THIS CONSERVATION EASEMENT is made this 2 day of 1 ftrady 2002 by THE VILLAGES OF LAKE SUMTER, INC., a Florida corporation, having an address at 1100 Main Street, The Villages, Florida 32159-7732; PM3, LTD., a Florida limited partnership; and H. GARY MORSE and R. DEWEY BURNSED, as Trustees of the Jennifer Boone Trevocable Trust, under Agreement dated the 12th of December, 1986, a one-third undivided interest; H. GARY MORSE and R. DEWEY BURNSED, as Trustees of the Mark G. Morse Frevocable Trust, under Agreement dated the 12th of December, 1986, a one-third undivided interest; and T. GARY MORSE and R. DEWEY BURNSED, as Trustees of the Mark G. Morse Frevocable Trust, under Agreement dated the 12th of December, 1986, a one-third undivided interest; and T. GARY MORSE and R. DEWEY BURNSED, as Trustees of the Tracy Mathews Frevocable Trust, under Agreement dated the 12th of December, 1986, a one-third undivided interest; and T. GARY MORSE and R. DEWEY BURNSED, as Trustees of the Tracy Mathews Frevocable Trust, under Agreement dated the 12th day of December, 1986, a one-third undivided interest, as tevants in common ("Grantor"), in favor of the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation, having a mailing address at 2379 Broad Street (U.S. Highway 41 South), Brooksville, Florida, 34609-6899 ("Grantee").

#### WITNESSETH:

WHEREAS, Grantor owns in fee simple certain real property in Souther County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "Property"); and WHEREAS, the Grantor desires to construct The Villages of Sumfer DRI ("Project") at a site in Sumfer County, which is subject to the regulatory jurisdiction of the Grantee; and

WHEREAS, Permit No. 43020198.001 ("Permit") issued by Granice authorizes certain activities which affect waters in the State of Florida; and

WHEREAS, this Permit requires that the Grantor preserve, enhance, restore and/or mitigate wetlands and/or uplands under the Grantee's jurisdiction; and

<sup>'</sup>WHEREAS, the Granter, in consideration of the consent granted by the Permit, is agreeable to granting and securing to the Grantee a perpetual conservation easement as defined in Section 704.06, Florida Statutes (1997), over the Property.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of Section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation casement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement"). Grantor fully warrants title to said Property, and will warrant arid defend the same against the lawful claims of all persons whomsoever.

1. <u>Purpose</u>. The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. <u>Prohibited Uses</u>. Except for the uses reserved in Section 3 herein any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

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a. Constructing or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

b. Dumping or placing soil or other substance or material as landfill, or dumping or placing of trash, waste or unsightly or offensive materials. /30/2002 #2002-16 :06:30AM B-1006 P- e. Removing or destroying trees, shrubs, or other vegetation.

d. Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface,

c. Surface use, except for purposes that permit the land or water area to COUNTY, FLORIDA HAYWARD, CLERK OF CINCUIT COURT remain predominantly in its natural condition.

f. Activitics detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation,

g. Acts or uses detrimental to such retention of land or water areas.

h. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. Reserved Rights, Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not prohibited herein and are not inconsistent with the purpose of this Conservation Easement. Grantor specifically reservos unto itself, and its successors and assigns, the ability to construct, operate and maintain the following improvements and recreational facilities only if subsequently permitted by Grantee and all other applicable agencies;

> a. An access roadway, and a small parking and upland portion of a docking facility to contain up to 8 slips for boats of less than 15 feet in length, all contained within a 25 foot wide corridor to be designated in any subsequent approvals by Grantce; and

03/30/2002 #2002-16836 11:06:3GAM B-1006 P-174

b. a 12 fuot wide raised boardwalk with transportation path of approximately one-half mile containing some seating and educational signage, all of which would be located on the easierly side of Lake Miona,

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SURTER COUNTY, FLORIDA GLORIA HAYNAND, CLERK OF CIRCUIT COURT

09/30/2002 #2002-16896 11:06:30A% B-1006 P-175

Nothing herein shall create any obligation on Granuer to apply to build such improvements and/or Grantee to permit same.

4. <u>Grantor's Property Maintenance</u>. Grantor agrees to continue to maintain the property at its current level of maintenance existing as of the date of the execution of this Conservation Easement.

5. <u>Taxes</u>. Grantor shall pay, before delinquoncy, all taxes, assessments, fees and charges, of whatever description, levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

6. <u>Rights of Grantee</u>. To accomplish the purposes stated herein, Granter conveys the following rights to Grantee:

2. To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

b. To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with the Conservation Easement.

7. Grantee's Discretion. Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy, or be construed as a waiver.

TAL/621186.02

SUMTER COUNTY, FLORIDA GLORIA HAYMARD, CLERX OF CIRCUIT COURT

09/30/2002 #2002-16896 11:06:30AM B-1006 P-176

9. Acts Boyond Grantor's Control, Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under entergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

Granice shall not be obligated to Grantor, or to any other person or entity, to enforce the

person or property of third parties which may occur on the Property arising from Grantor's

ownership of the Property. Neither Grantors, nor any person or entity claiming by or through

Grantors, shall hold Grantee liable for any damage or injury to person or personal property which

8. Grantee's Liability. Grantor will assume all liability for any injury or damage to the

provisions of this Conservation Easement.

may occur on the Property.

10. <u>Recordation</u>. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Soutter County, Florida, and shall rerecord it at any time Grantez may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee hamless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

11. <u>Successors</u>. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude ranging in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

Signed, scaled and delivered GRANTOR: The Villages of Lake Sumter, Inc. in our presonce as witnesses: Signature: 1 Signature: Printed Name: Printed Name; Batia A Perna Mark G. Morse COUNTY, HAYNARD Its Vice President Signature: CLERK OF CIRCUIT COURT Printed Name: Rebecca Billings STATE OF FLORIDA COUNTY OF LAKE The foregoing instrument was acknowledged before me this 26 day of SEPTEMAER 2002, by Mark G. Morse, as Vice President of The Villacos of Lake Sumter, Inc. ANNUNUUUU Notary Public, State of Florida at Large. My Commission Expires: White a ደቡነን ሰነብሪያ Commission No. <u>#DDO!8368</u> 9 Personally ι. OR produced identification . Identification produced

PM3, Ltd., a Florida Limited Partnership

PM3, Inc., a Florida Corporation

Signature; Printed Name; Pardo

Signature: Printed Name; Robertos Bissinos

STATE OF FLORIDA COUNTY OF LAKE

COUNTY, FLORIDA HAYMARD, CLERK OF CIRCUIT COURT Signature:

SUNTER GLORIA

30AH

B-1006

Printed Name; Mark G. Morse Its Vice President

By: Its General Partner

The foregoing instrument was acknowledged before me this 26 day of SEPTEMBER 2002, by Mark G. Morse, as Vice President of PM3, Inc. General Paziner of PM3, Ltd.



Notary Public, State of Florida at Large. My Commission Expires:

7/29/05

Commission No. # DP018368

OR produced identification Identification

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produced

R. GARY MORSE and R. DEWEY BURNSED, as Trustees of the Jeanifer Boone Irrevocable Trust, under Agreement dated the 12th of December, 1986, a one-third undivided interest; H. GARY MORSE and R. DEWEY BURNSED, as Trustees of the Mark G. Morse Irrevocable , clerk of circuit court Trust, under Agreement dated the 12th of December, 1986, a one-third andivided interest; and B. GARY MORSE and R. DEWEY BURNSED, as Trustees of the Tracy Mathews Irrevocable Trust, under Agreement dated the 12th day of December, 1986, a one-third undivided interest, as tenants in common

SUMTER

HAYNARD,

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Signature: Doris A. Pardo Printed Name:

Signature: Printed Name: Rebecca Sillinga

Signature: Printed Name:

Signatuic Printed Name

Signature: Printed Name: H. Gary Morse, Trustee

Signature: Printed Name: Surnsea, Trustee

1'AL#521168.02

STATE OPPEORIDA COUNTY OF LAKE

The foregoing instrument was acknowledged before me this <u>26</u> day of <u>SEDTIENBGE</u>, 2002, by **H.** Gary Morse, as Trustee of the Jennifer Boone Irrevocable Trust, under Agreement dated the 12th of December, 1986, a one-third undivided interest; as Trustee of the Mark G. Morse Irrevocable Trust, under Agreement dated the 12th of December, 1986, a one-third undivided interest; and as Trustee of the Tracy Mathews Incovcable Trust, under Agreement dated the 12th day of December, 1985, <u>assumption</u> undivided interest; as tonants in common.

US A PAR Notary Public, State of Florida at Large. My Commission Expires: 7/29/05 Commission No. # DOCI8368 Manna W OR produced identification \_\_\_\_\_. Identification Personally known

SUMTER COUNTY, FLORIDA GLORIA HAYWARD, CLERK OF CIRCUIT COUR)

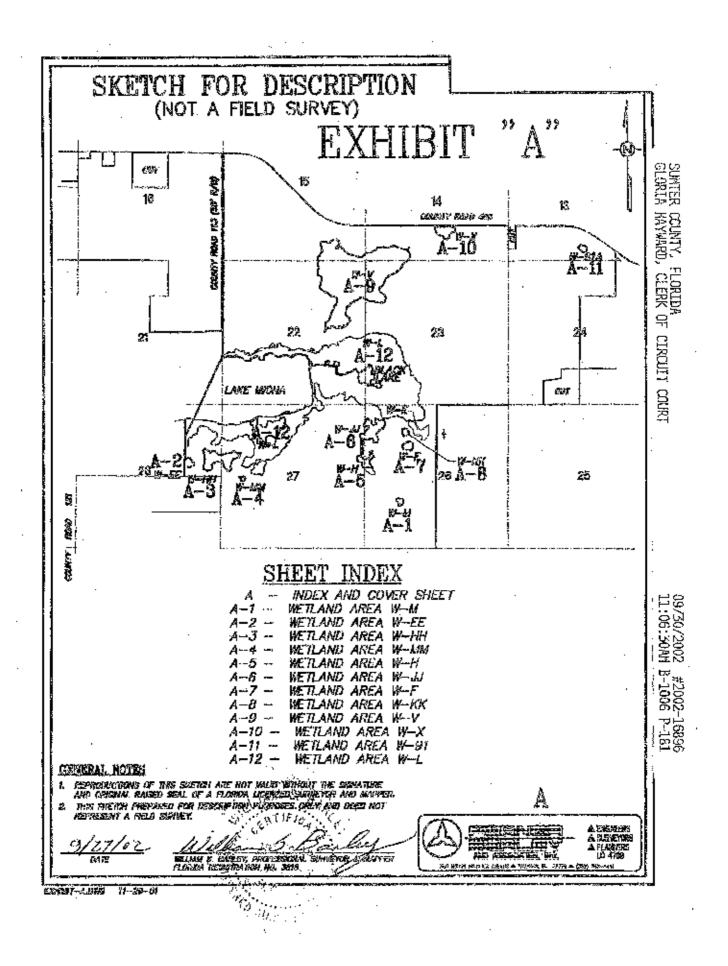
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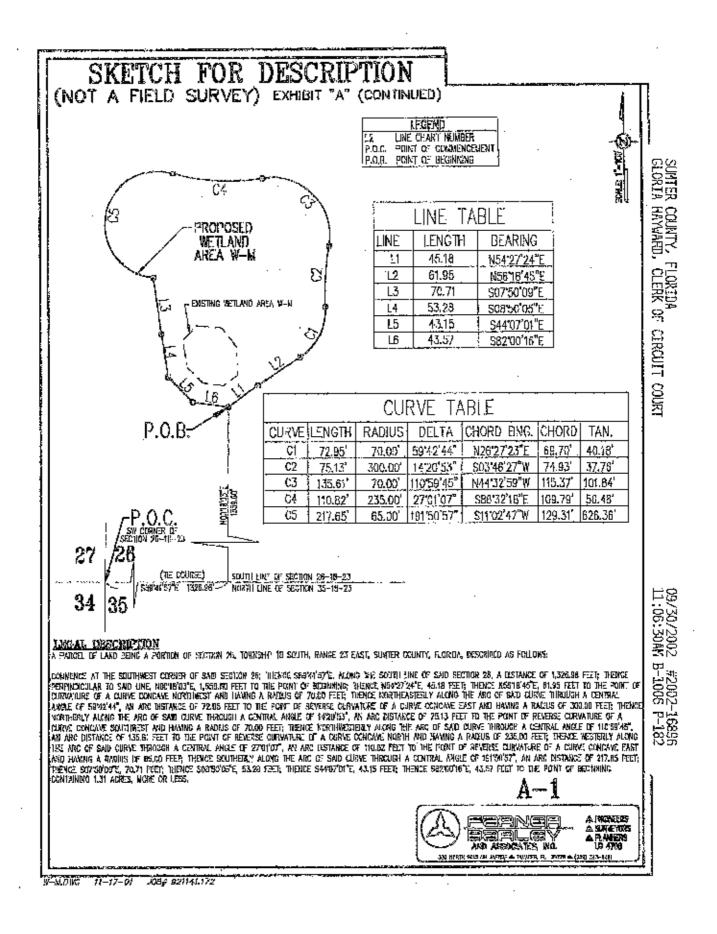
STATE OF PLORIDA COUNTY OF LAKE

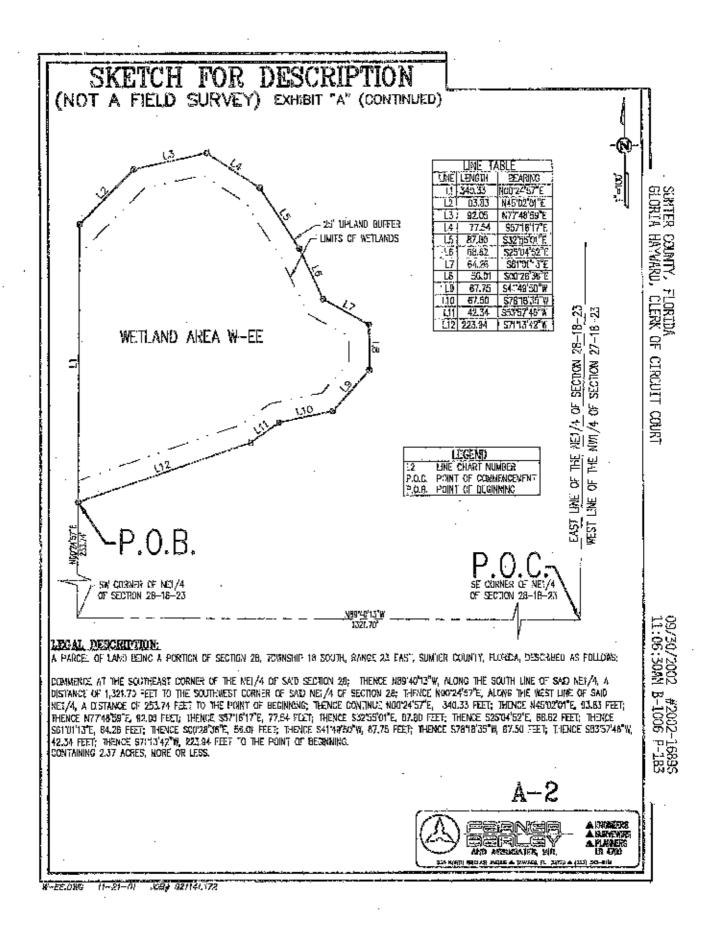
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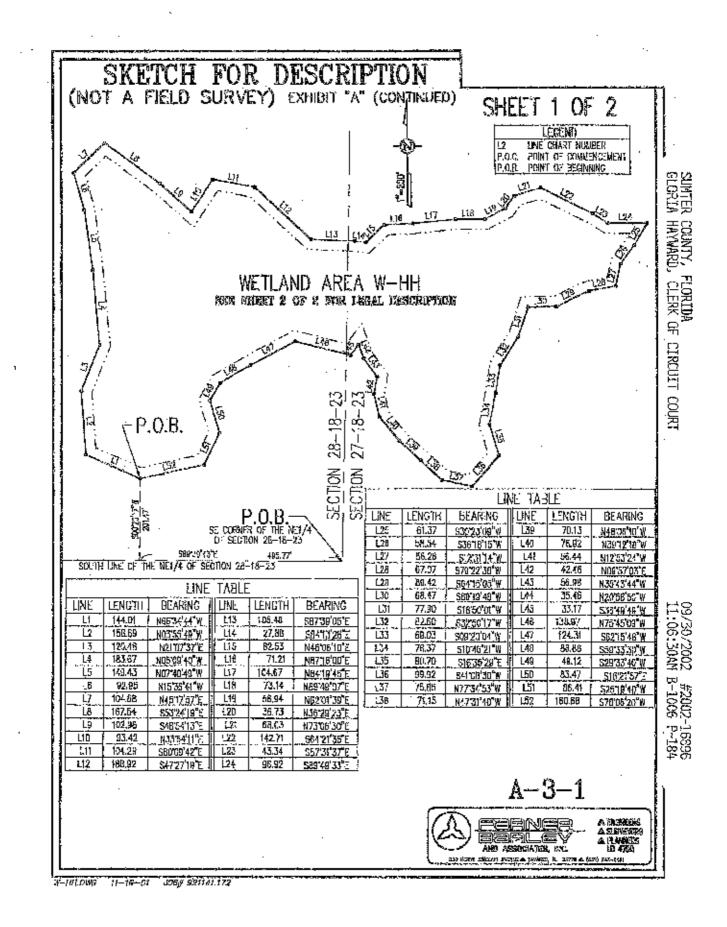
The foregoing instrument was acknowledged before me this 20<sup>44</sup> day of 2002, by R. Bewey Burnsed, as Trustee of the Jennifer Boone Irrevocable Trust, under Agreement dated the 12th of December, 1986, a one-third undivided interest; as Trustee of the Mark G. Morse Irrevocable Trust, under Agreement dated the 12th of December, 1986, a one-third undivided interest; and as Trustee of the Tracy Mathews Irrevocable Trust, under Agreement dated the 12th day of December, 1986, a one-third undivided interest; as tenants in common.

Notary Public, State of Florida at Large. Commission DE057182 My Commission Expires: as Seulentier 10, 2005 4-16-05 Commission No. DD057192 Personally known produced

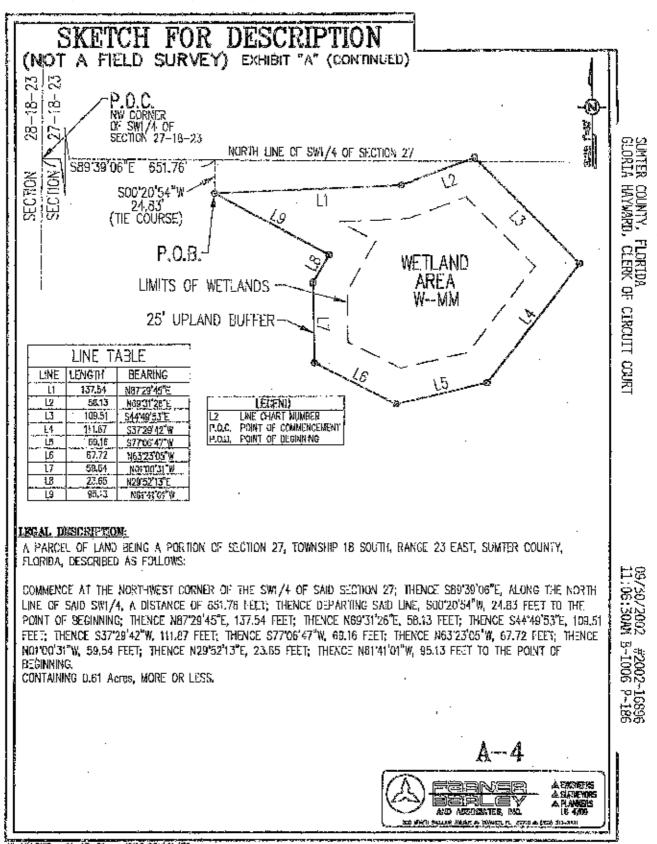




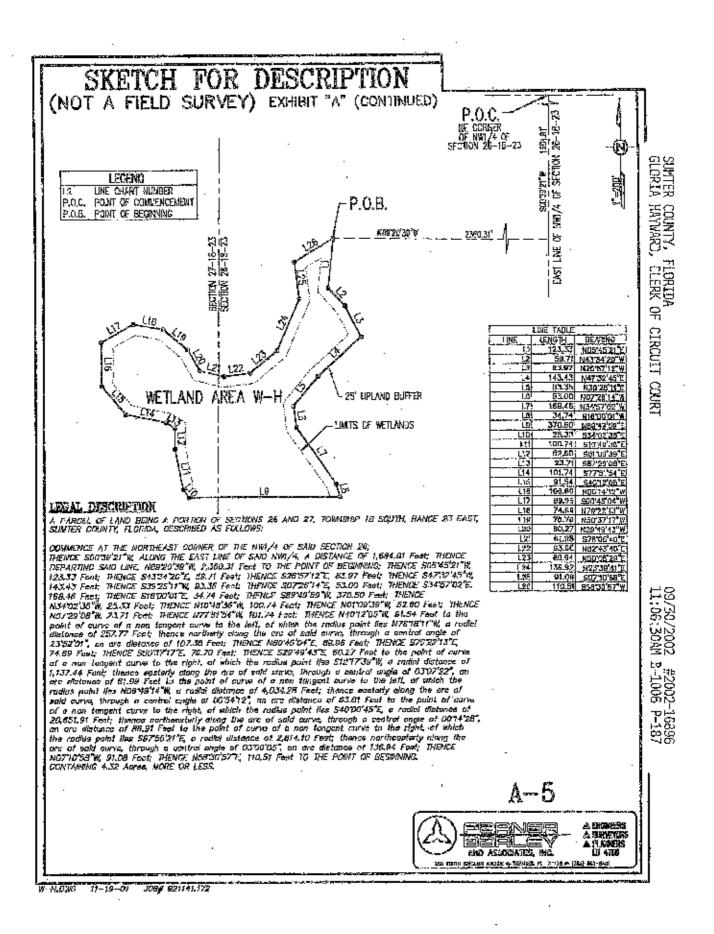


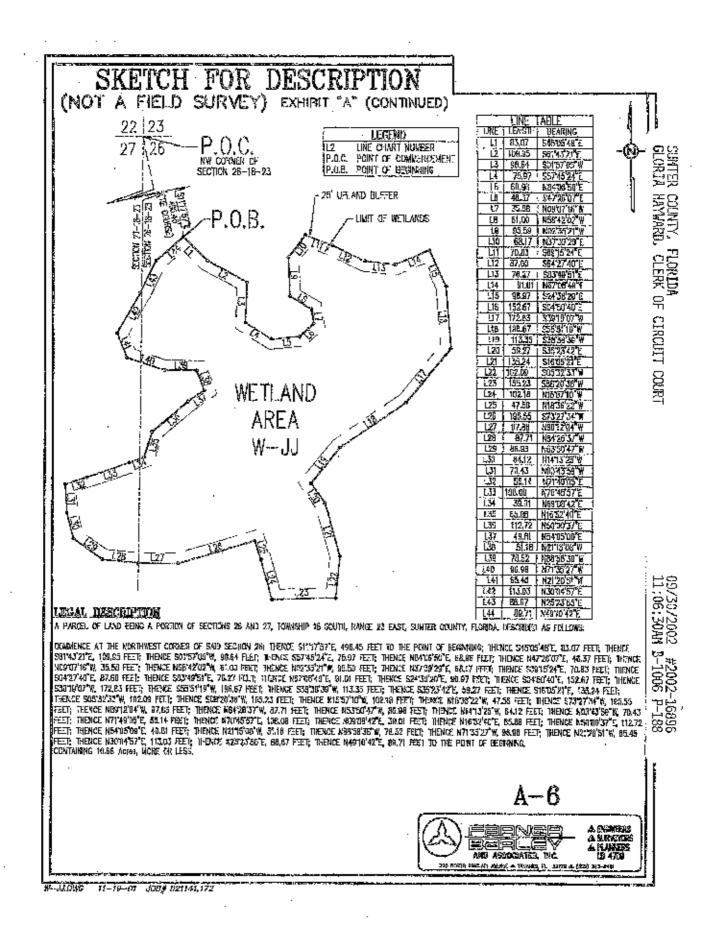


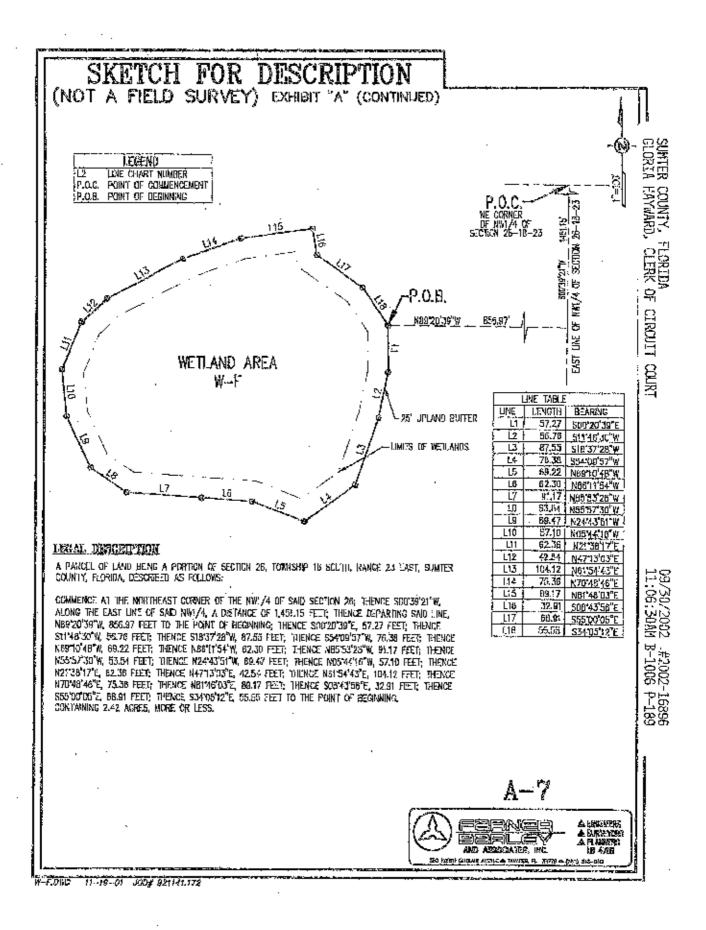
SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY) EXHIBIT "A" (CONTINUED) SHEET 2 OF 2 SUNTER GLORZA COUNTY, FLORIDA HAYWARD, CLERK OF CIRCUIT COURT **CREAL DESCRIPTION** A PARCH, OF LAND BEING A PORTICK OF SECTIONS 27 AND 28, TOWNSHIP 18 SOUTH, RANGE 23 EASY, SUMTER COUNTY, FURRIA, DESCRIBED AS FOLLOWS: COUSMENCE AT THE SOLTHEAST CORNER OF THE NET/4 OF SAID SECTION 20; THENCE NORTHON'S W, ALONG THE SOUTH LIVE OF SAID MET/4, A DISTANCE OF 495.77 Foot; THENCE DEPARTING SAID LINE, NOO'20'17"E, 201.47 Fest TO THE POINT OF DEGNDING; THENCE NEE'34'44"W, 144.01 Fool: THENCE N03'55'49"W, 153.60 Fort: THENCE N21'07'37'E, 120.48 Fort: THENCE N05'00'40"W, 183.87 Foot: THENCE N07'40'49"W, 149.43 Feet, THENCE N15'38'41'W, B2.95 Feet; THENCE N45'17'57'E, 104.08 Feet; THENCE S53'24'18"F, 167.54 Feet; THENCE S18'54'13"E, 102.96 Feet; THENCE N33'54'11'E, 93.42 Feet; THENCE SB0'98'42'E, 184.29 Feet; THENCE 547'27'19'E, 188.92 Feet; THENCE S87'39'05'E, 105.49 Feet; THENCE S0173'26"E, 27.80 Feet, THENCE N46'10'E, 82.53 Feet, THENCE N87'16'00'E, 71.21 Feet, THENCE N64'18'45"C, 104.67 Feet, THENCE N80'10'07'E, 73,14 Feet, THENCE NS2TH'30'E, 56,94 Feet, THENCE N30'29'23'E, 30,73 Fent; THENCE N73'06'30'E, 58,03 Feet; THENCE 554'2: 33"E, 142.71 Feel; THENCE S57'31'37"E, 43.34 Fee: THENCE SHDMA'33"E, 86.92 Feel; THENCE S30'23'08"W, 81.37 Feel; THENCE 6361615'8, 58,54 Feet THENCE S12'31'14'W, 58,26 Feet; THENCE S72'22'36'W, 67.07 Feet; THENCE \$64'15'05'W, 49,42 Feet; THENCE SOB'19'48'N, BR.47 Feet, THENCE SIB'50'01"W, 77.90 Feet; THENCE S32'50'17"W, 82.60 Feet; THENCE S08'20'04"W, 69.03 Feet; THENCE S10'46'21'W, 78.37 Feet, THENCE S16'35'28"E, 80.70 Feet, THENCE S43'08'30"W, 99.92 Feet, THENCE N77'34'53'W, 75.88 Feet, THENCE N47'31'40"W, 71.15 Feet, THENCE N48'06'10"W, 70.13 Feet, THENCE N39'12'18"W, 78.92 Feet, THENCE N12'53'24'K, 59.44 Feet, THENCE N29'57'03"5, 42,48 Foot; THENCE N35'43'44'W, 54,98 Foot; THENCE N20'56'50'W, 35,46 Foot; THENCE S36'49'49'W, 33,17 Feet; THENCE N75'45'05"W, 138.97 Feet, THENCE SS2'15'40"W, 124.31 Feet, 'IHENCE SS9'33'33"W, 85.88 Feet, THENCE S26'33'40"W, 49.12 Feet; THENCE SIB 21'57'E, 83.47 Fool; THENCE \$2518'4C"W, BE.41 Fool; BRENCE 97808'20"W, 180,68 Feet 10 THE FOINT OF BESWINNG. CONTAINING 14.12 Acres, VORE OR LESS :06;30AM 2 #2002-1 3-1006 | T} A-3-2 A E89%8235 A PRIME AND AND CALCEY A PLANKERS 19 1759 345 HEATH BORGATI ANSING & 3000055 FL. 2020 (192) 349-04# N-MADING 11-19-01 JUB# 521141.172

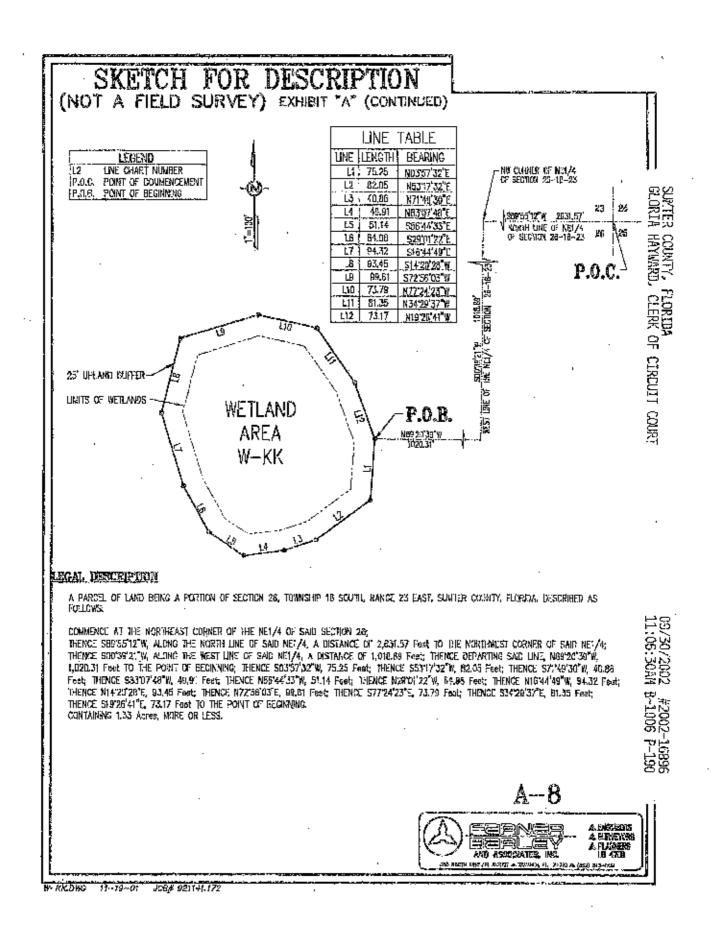


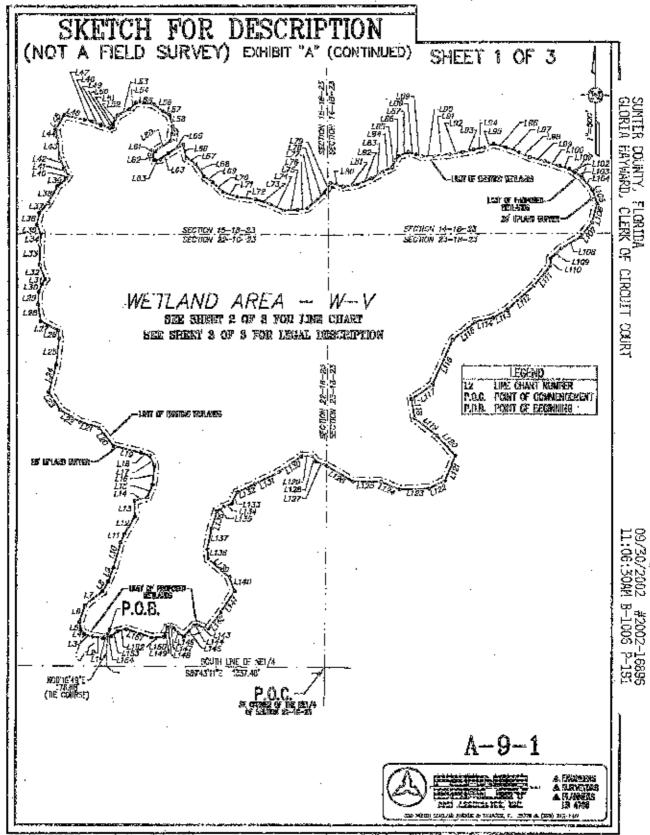
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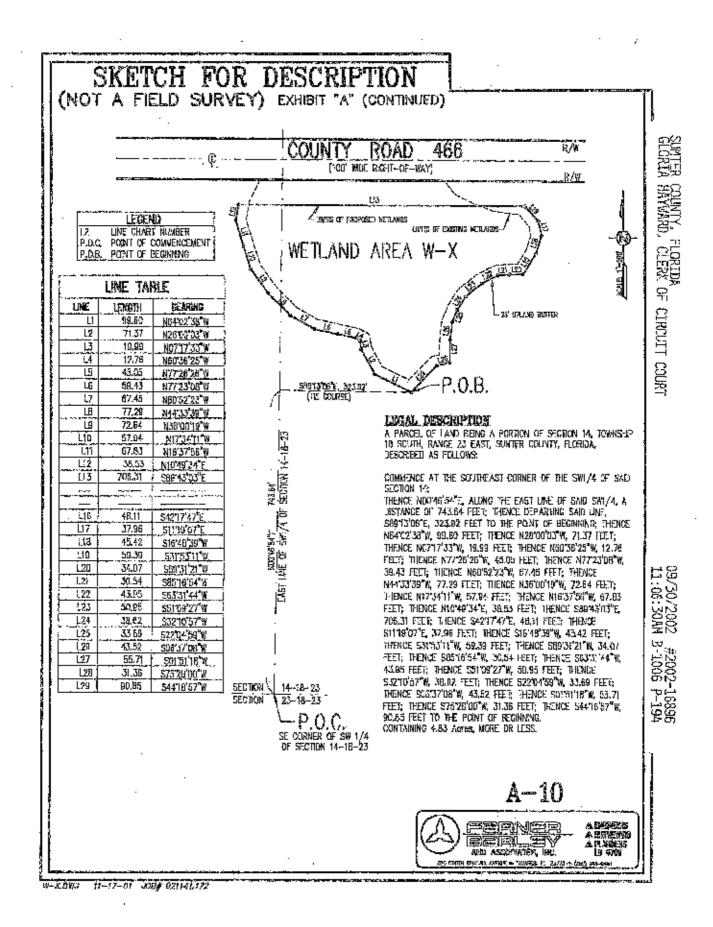
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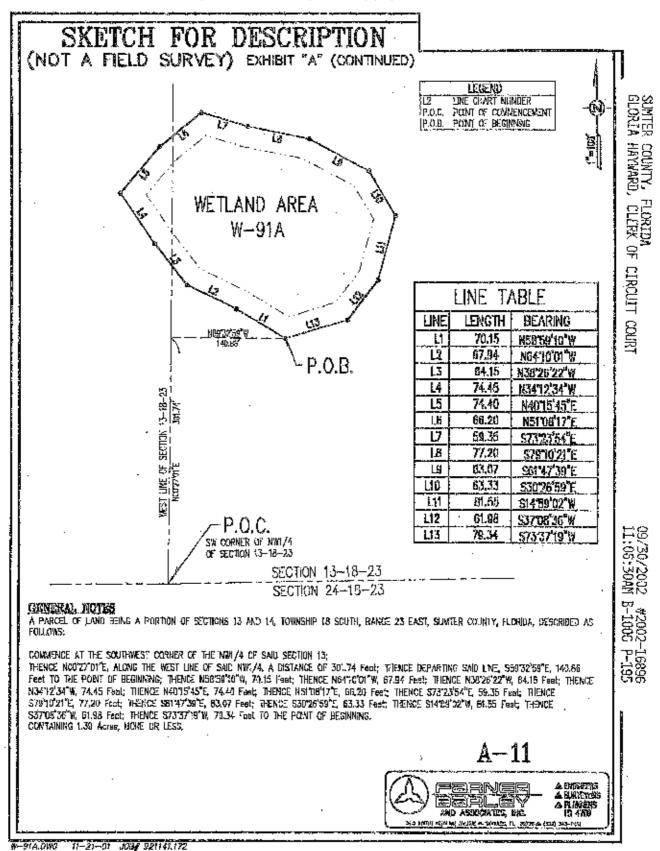
(NO	SKETCH FOR I T A FIELD SURVEY)		SHEET 2 OF 3
	L1         SUDSECTOR         L2         N775451"W         60.75           L2         N775451"W         60.75         13         N7555716"K         54.81           L4         M3955716"K         54.81         14         N3555716"K         53.83           L6         M1674532"E         150.97         153.48         52.83         153.48           L7         N575343"E         133.48         14         153.48         14.8         153.48           L9         N1775343"E         133.48         153.48         153.48         153.48           L9         N17753743"E         133.48         153.48         153.48         153.48           L17         N28725743"E         153.48         153.48         153.48         153.48           L17         N287575274"E         153.48         153.48         115         115.224           L16         N297475757         115.224         115.224         117         122.47         122.47         122.47           L16         N0575757         115.224         117         122.47         122.47         122.47           L17         N2445213"W         122.47         122.47         122.47         122.57           L16	1.52       ND7 13 12 E       15.43         1.59       ND7 13 12 E       57.23         1.59       ND7 57 41 E       57.23         1.55       ND7 57 41 E       57.23         1.55       SUS 2300 E       105.61         1.56       SUS 130 E       46.75         1.60       SUS 130 E       30.55         1.60       SUS 10 E       30.55         1.61       SUS 10 E       30.55         1.62       SUB 41 C E       SUB         1.66       SUB 54 E       SUB         1.66       SUB 54 E       SUB         1.66       SUB 54 E       SUB         1.67       SUB 40 F       114.05         1.67       SUB 40 F       114.05         1.70       SUB 57 E       SUB         1.71       SUB 57 SUB 77 E       SUB         1.72       SUB 70 3 57 E	L101 SILVAS'16"E H4.23 L403 SECTO 231 AL 65 L403 SECTO 231 AL 65 L403 SECTO 22 AL 7 L403 SECTO 22 AL 7 L403 SILVATO 2 L403 SILVATO 2 L404 SUCCESS SEC L405 SILVATO 1 L405 SECTO 42 W 112.56 L406 SECTO 42 W 137.87 L406 SECTO 42 W 137.87 L406 SECTO 42 W 137.87 L406 SECTO 42 W 137.87 L406 SECTO 42 W 152.54 L411 SUCCESS V 152.54 L412 SECTO 42 W 102.80 L414 SECTO 42 W 102.80 L415 SECTO 42 W 102.80 L414 SECTO 42 W 102.80 L415 SECTO 42 W 102.80 L416 SECTO 42 W 102.80 L416 SECTO 42 W 102.80 L417 SECTO 42 W 102.80 L418 SECTO 40 W 102 L418 SECTO 40 W 102 L428 NEETO 40 L438 SECTO 40 W 102.80 L448 SECTO 40 W 20.70 L448 SECTO 40 W 20.7
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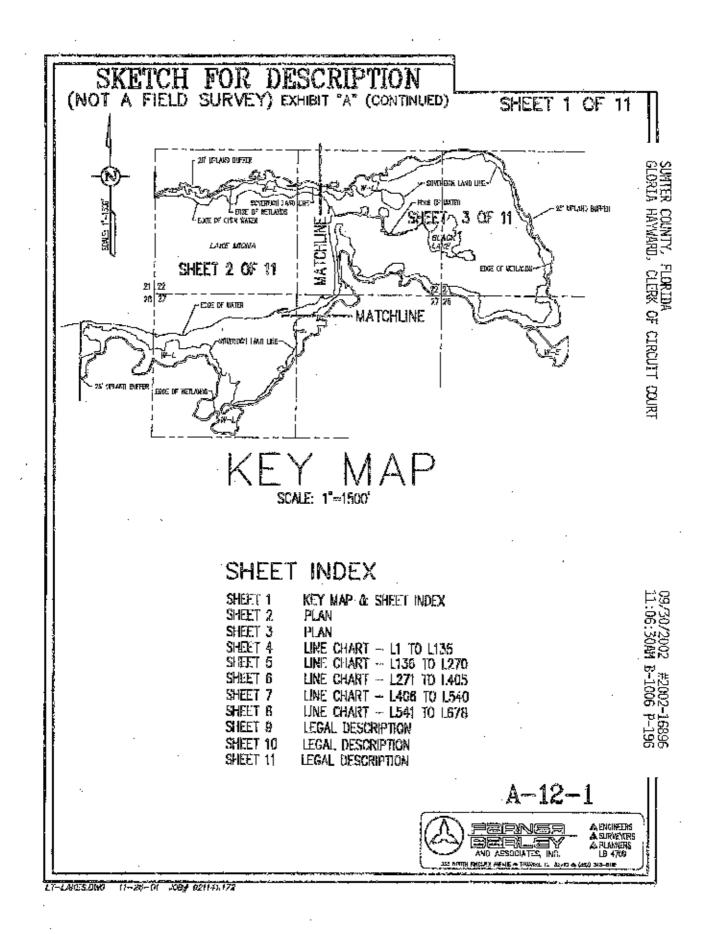
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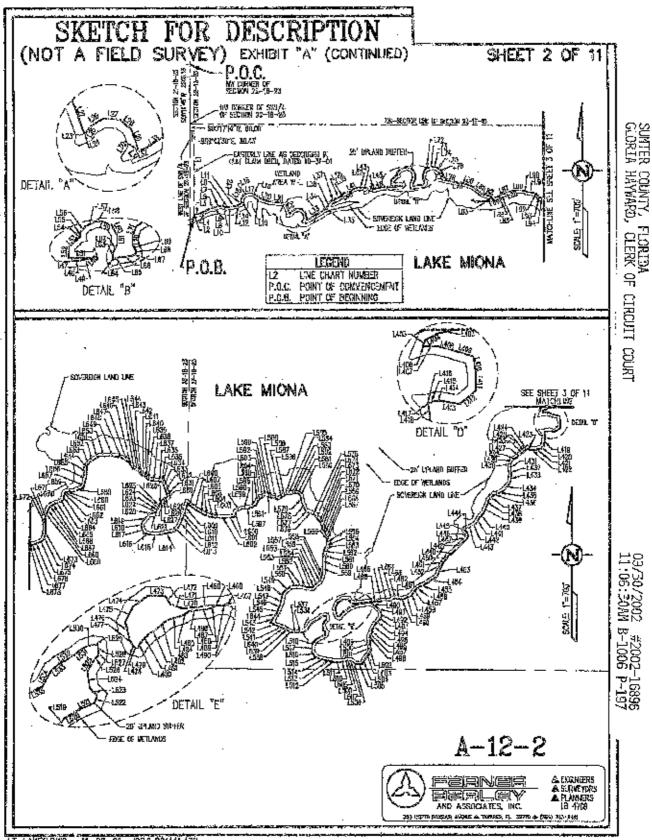
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SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY) EXHIBIT "A" (CONTINUED) SHEET 3 OF 3 **SUMTER** LEGAL DESCRIPTION a payse, of lavo being a particle of sections 14, 15, 23, and 23, toestelle th sected, canned 23 east, baster canny, ployda, RESCRIPTION MAINTER HAYWARE, occupance at the sufficiant coupler of the hei/4 (r same section 22; thence remotivity, along the south last of same hei/4, A DESTINACE OF 1337.40 FEET; HENCE HORINAN'E, 178.88 FEET TO THE POINT OF DECEMBER, THENEE SHOWE AND AREA FIRT, THENCE N7754'61'W, GEL76 FELTE WERKE N76'57'15'R, 54.18 FEIT: "NEWE NAR'98'05'W, SAE4 FEIT: THENCE NIGAL'45'A, 44.68: FEET: THENCE niovaiszie, 182.03 feet) thence nersitate, 134.09 foet, 189.02 naeure naeure, 174.30 flee, 167.04 (10 fr. 62.63 feet), 174.04 c H52071276, 159.32 FEFT, THEREE H257407697F, 50,39 FFET; THEREE N30067377E, 128.40 FEEF, THEREE N003872770, 93.23 FEFT; THEREE FLORID N7339/25/C, 71.73 FREE: HENRE NATIV/22/C, 22.33 FREE: HANKE MISTOCOFE, 111.33 FREE THERCE N2475/04/W, 87.57 FEET; THERCE N7138/1874, SK.18 FEET; THENCE N7832/1374, 171,46 FEET; THENCE N3750/4878, 147,67 FEET; THENCE N7834/1374, 120,42 FEET; THENCE nesse of a 101.06 feet. Hynce Highes 2010, 127.52 fort, trende M43010'e, 174.03 feet, thence Nos-46.48'e, 102.15 feet, thence OF CIRCUIT COURT NOS 18 40 %, S3.45 FEED; THENCE NEW METAL WILL HER BY FEED; THERKE NURSE 20 %, LUELSS FEED; THENCE NURSE WE AS A FLED. THENCE n2276725°E, 56,44 FEET), Theyre n2503°36°E, 33.00 FEET, Thene's n20733°19°B, rads feet, Thenes h00739°2977, t18.29 FEET, Thene's N20733°1978, rads NOSDZAZY, 71.45 FREN THEME NOVZYAZY, 57.32 FREN THEME NATISTATE, 25.62 FREN THEME NATUSTATE, 2003 FREN THEME NZGROTTE, 117.08 (FREN THEME NATION'E, 20.75 FREN THEME NATOS'STE, 20.50 FREN THEME NATUS'STE, 2003 FREN THEME NZGROTTE, 117.08 (FREN THEME NATISTATE NATUSTATE, 117.06 FREN THEME NATUSTATE, 20.50 FREN THEME NATUSTATE, 20.50 5/738/2015, 120.33 FEET; THENRY STRUGGED F, SNOB FEET; THENRE SUB2014212, 53.45 FEET; THENRE STRUGGED 50.11 FEET; THENRE Kastismute, 18.11 (PEC), Thence Holfistizte, Trade Feet; Thence Holfistatte, Stats Feet; Thence No.2087/ATE, 78.22 Feet; Thence NASTISSIE, 80.48 FFET; Thence Sastistore, 100.81 Feet; Thence Satisfore, 71.40 Feet; Thence Satisfore, 46.75 Feet; Thence S1545 FOR, 68.65 FLET, THENCE SCHOOLASTE, 53.25 FLET, THENCE SUSCENDER, 112.38 FLET, THENCE SUSTER'S, 20.88 FLET, THENCE station (DSTE, Black FEET), THEMLE NUSSEODTE, SUIS FEET, THENCE NOT AVAILAGE FEET, THENCE SUIS FEET, THEMEE NOT AVAIL, 104,08 FEET, THENCE SIJ 56'54'E, BUGI FELT, HENCE SUB'(STATE, SUM FTET, HENCE SUB5722'E, 94.16 NET); HIENCE SUSSID'IO'E, PA24 FEEI; THENCE SMA27'02'E, BY.05 FAELY, THERE SATES'04'E, DLASS FRET, THENCE SERTIZAN'E, 114.03 FRET, DIRICE STADJET'E, AT.40 FECT, THERE SROSSO'34'E, 69,73 FEET, TREASE NUBBIS'OTCE, GRICD HEET, THENCE NYRTSO'27'E, SAID HEET, THENCE NYRTSO'46'E, 68,28 FERT, THENCE NAZAN'NYE, SAMA FEET, MEMOR NEWSTAATE, YZAN FEET, THENCE SATAZZZEE, 77.01 FRED, THENCE MANYASINE, 91.75 FEET, THENCE NB534'07'T, DL24 FPEF, THENDE R59'05'45'E, 79.05 FPET; THENDE NB3'45'63'E, B4.49 FPET; THENDE N24'24'12'E, 40.23 FPET; THENDE NEWDO 477, JUSD FLET, THENE NOTION SEE, BLAD FEET, THENCE 5742025'E, 47.40 FEED, THENES SECTIONS, MARK SECTIONS, MARKE NC3745°28°C, 75.00 FEEX TREALE NR442°32°C, 85.08 FEIX; INENCE RAD20°20°C, 81.28 F2EX; THENCE N7901°82°C, 71.84 FEEX; INENCE N7/20/32"L, 72.14 MET, THENCE NOTIONER, 59.00 FEET, THENCE STRANDATE, 78.28 FEET, THENCE SAMAA 40"F, 85.51 FIFT, THENKE 25822° 1976, 74.00 FFEF; HERCE S7050727°, 92.93 HER, HERCE S723677°C, 92.30 FEFT, 7HERCE S72348' 19°C, 60.26 FEER, HERCE SOFOTIONS, ALSO FEEL, INEXTE SOFOTIONE, SILVE HER, WENCE SAUDDARE, SOUD FEEL, INEXTE SIATZINE, ALSO FEEL, INEXTE S183038, 117.60 FEET; THENCE S2518'07'8; 117.74 FEET; THENCE S5820'46'8, 137.21 FEST; MENCE S4710'11'8, 89.93 (EE.); THENCE SUCCULTO W, ALLER FEET, WENCE STOLDS 'N, HULSA FEET, HENCE SARCE 17"8, 217.87 FEET, THENCE SECURISM'N, 102.58 FEET, THENCE STOLE 32"N, 115.20 FEET, HENCE SECURICATION N, 178.88 FEET, HENCE EX121.35"N, JOZ.76 FEET, THENCE SECURICATION FEET, THENCE 13 500'28'26'E, 117.35 FEET, THENGE 352'50'54'E, 176.02 FEET, THENCE \$41'55'57'E, 171.27 FEET, "HENCE \$22'28'20'31, ISLOI FEET, THENCE 0/30/2002 1:06:30AM siston "50"m, lorusi ficen, mental sostos vo"m, 170.68 fref, themae NB707"27"m, 120.30 feet, thence havood 19"m, 170.37 feet, thence NS6747(5°W, 184,52 FEET; THENCE H632(147W, 73.72 FEET; THENCE H3478557W, 38,45 FEET; THENCE SB83936'W, 84,57 FEET; HERCE SS453'56"78, 172.80 FRET: THEREE SG405703"78, 165.29 PEET: THENCE SUBTS 40"78, 117.00 FRET: THENCE, S25'47'05"8, 81.20 FRET; THENCE 20921'31"9, 68.85 FEET, THENCE SSP15'26"H, 51.07 FRET; THENCE STATISTICH, 109.34 FEET; THENEE STORE'59"H, 127.18 FEET; THENEE LUCZS'AJE, 62.31 FELT, TREME SYSZESJE, 17020 HELT, THENCE SZOZSATE, ALAI FRED THENE SZYAJUS'H, 151.44 FRET, THENE SJEXT'24"R, 120.02 FRET, TREME WZZOZ'NS'H, 75.70 FRET, THENE SZZOZ'N''N, 18.08 FRET, THENE SAZAO'AS'N, 82.53 FRET, THENE #2002-1 3-1006 NSTED 47 W, 84.95 FEET, THEREE N7337 21 W, 21,70 FEET, THENEE S7034 28 %, 15.66 FEET, THEREE S2232 50 W, S2.43 FEET, THEREE \$5709 487 9, 74.71 FEET; THERCE H717750°R, 152.20 FEET; THERCE S7414 22 %, 58.62 FFET; THERCE S54271.5% 47.45 FEET; THERCE 57037 92 W, 2004 FEET TO THE MONT OF BROKHING. -16356 P-193 CONTAINING 134.50 Acros, MORE OR LESS. A-9-3 A 1788-763 A SHRENGS 158 ۸ PLASSONS LB 4709 71 531 200 yangi lawaan aating 🛋 taharat 3. - 13749 da (261) 245-1441 1777-1724-182-1983 11-10-01 E2/141.172



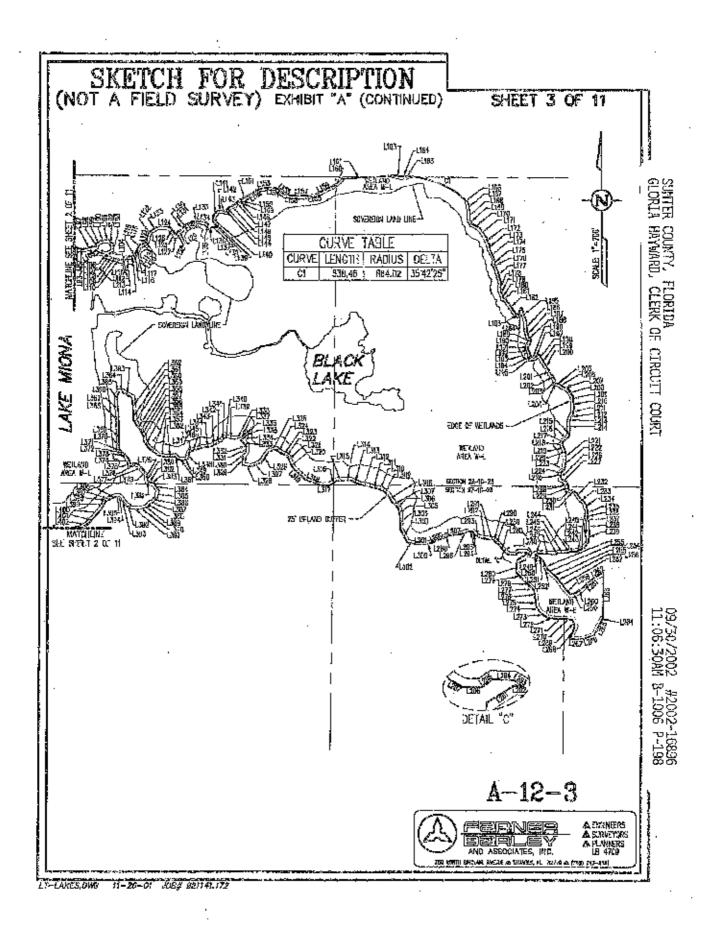






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	LINE IJ	ENSTH 717,81	BEARING SCOT718 W	LINE	LENGTI ( BB,93	EEARING N772118E		LENGTK 54.13	BEARING S82'43'50"E	-
	LŻ	13,53	No: 21'40 F	147	60,93	SB7 57 22 E	L92	38.07	560'24'51"E	
	<u>L3</u>		N36'36'10'E	LAB	52.26	N03'03 46 E	193	25.05	536117 08 E	}
	1.4 1.5	114.94 22.48	NG410'38'E 507'40'15'E	L49 150	<u>31.57</u> 3.31	N77 54 47 E	<u>L94</u>	34.75 52.87	NU016'31'E 571'11'19'E	-
	LB	16,63	1 N25'39"29"2	L51	92.16	<u>} N29'16'19"\\</u>	L96	16.42	581'52'33'E	1
	<u> </u>	64.53 38.94	NS: 12'46'E	[ <u>L52</u> :   L53	- 46.89 59.50	N041131021E	L97	117.33	N773653°E	
	<u>L8</u> εβ	18.63	<u>569'22'59"E</u> N80'69'58"E	L54	5.50	146 32 54 E		42.76	N10":0'59"€ N57'30'20"E	1
	. L'O	27,89	N85 14 01 E	1.55	17,34	NOB'39'32'W	1100	45.47	N80'56'56"E	
		37.78 18.30	NB015'28"E N65'18'26'T	Lĉ6 157	37.44 39.84	N66'57'52'E	L105 L102	31.50 54.48	SECUDIOU E 846 59 48 E	ļ
	L13	14.23	NE2'06'13'E	1 158	30.77	N82"05"56"E	L102	57.4B	S00 00 00 E	{
	L14	27.54	N00'40'29'E	159	44.56	<u>573 05 05 E</u>	1304	51.31	S59/24/02/14	]
	1.5 1.5	37.24 37.29	<u>  N37'32'57''E</u>   N67'26'56''E	1 <u>160</u> 1161	49.81	529 22 34 E S00'00'00 W	L105	29.97 14,79	5553616 W \$330528 F	i ·
	L17	36.12	N88"21"53"C	1.62	41.49	S25'28'37''	L107	42.13	SBD*2'04°E	1
	LIB	33.00	57026'38"	1.63	22.00	SC312 47 1W	1105	16.68	<u>\$4501'3'E</u>	]
	L19 1 20	56.15 76,34	<u>\$52'14'17'E</u> \$71'25'92"E	L64 L65	<u>3,20</u> ,30,51	SB7 57 43°E N72'29'13'E	L109	43.59 33.14	570 35 57 E	
•	เม	136.87	<u>\$8502'36"L</u>	LEE	52.71	NB4 32 OK E	1111	12.71	Nec 30 39 F	1
	122	99.35 0.42	<u>\$19'59'49'E</u>	167 168	<u>21.35</u> 9.8	) <u>N53 29 31 E</u>	L112	27.14 59.60	N32 55 30 E	ł
	<u> </u>	2.21	S07'36'01 W NB5 47'19"E	L68	31.49	<u>ND1111_40_E</u> 1 N23109152_W	L114	25.94	N815813 E N865022 E	{
	L25	26.26	N32'46'17'E	L70	38.2	N9118'55"C	1115	11.60	N155015 E	1
	1.26	43.76 46.97	NHO'39 39 F S56'59'22"E	L71	42.00	N72 04 42 E	L116	<u>34,43</u> 32.92	N330018 E N22 23 43 E	-
	Ļ28	41,45	55012'57"5	173	39.14	N79 35 44 E	1118	34.22	N450118 2	
	L29	59.40	\$17'24'25'E	L74	31,81	\$73'30'59"E	<u>L119</u>	45.77	N04'57'13"E	
	30 131	8,21 3,73	<u>5367972318</u> S29'59'37''E	L75 L76	30,02	\$561514 E \$37%034 E	L120	17.30 68.09	N111227°E	{
	132	25,78	N67'49'24"E	L77	66.94	S22 00 15 E	Lt22	38.89	N39'23'26"L	1
	L33 L34	25.47	<u>N56'49'07'E</u> N66'00'22'E	1.78 L79	77.42 81.66	\$763314 E \$540554 E	L123	71.25 95.05	N6: 47 21 E S98106151E	-
	135	B.C2	N79'39'58'%	100	100.87	30896'23 E	L125		S40'57'22'E	1
	Liá	67.16	N29"57"01"5	្រុនា	108.15	552 i 7 40 E	L:26	34.20	S27 10 30 E	
	<u>137</u>		N66'58'12'E N81'32'09'E	LC2 1.83	67.62 20.78	577 23 54 E S22 29 18 E	1127	10.87 33.15	<u>\$87:57'22'E</u> N28'47'53'E	
	L39	19,09	N29714,24 E	LBA	47.69	N745230 E	L129	35.48	N56'(9'48' F	1
	1.4D	<u>63.37</u> 70.25	N8710'08'E 1\84'23'42"E	1.65 1.66	31.20 13.34	I N58'05'45"E	1130	26.73	N36'57't1 E	f
	L42	65.83	N50'04'15 E	L87	13.54	N69'32'12'E	L132	58.85	1419 57 38 E	
	<u></u>	12.11	S3124'28'E	180	53.31	N70'30'25"E	[133	52.42	NB5 20 13 E	
	L/ 4 L45	<u> </u>	<u>i N75'36'38°e</u> \$48'02'04"e	L89 1.00	02.79 45.03	NBACS'07"E S60"30"U7"E	L134	70,66 41,£9	\$79'05'16"E \$35'44'53"E	
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LI36	13.39	568 20 37 E		24.3B	558'58'37"E	278	24.49	504 39 25 E	1
1137	40.12	<u>i S89 23 23 E</u>		159.83	<u></u>	1227	56.67	560'42'31'E	-
138 1139	23.40 36.85	<u>N10'53'37''\</u> N31'28'58''\	11 <u>11</u> 1184	11.39 60.01	<u>\$8529.72 E</u>	1228	40.76 23.55	S18/22/59°E	-
140	36.41	N01'30'31 W		125.04	N28/20/401F S19/38/17/E	11230	18.97	502'0€'18'W	-
1,141	83.07	N37.38'03"E	1.186	RH, 34	SD2 54 03 1:	1231	59,49	566'05'12'E	
L142	40.29	NB8'43'40"E	L187	43.64	<u>\$1007.30 F</u>	1232	44.42	\$30'25'04"E	-
L143 L144	<u>: 33.23</u> ! <b>?5.83</b>	L S74'40'40'5	L189	34.23 31.2*	5491971201E	1233	07.49 72.57	SH720'07'E	-
L145	31.00	<u>  N19"50"49"C</u>   N46"C3"47"E	L190	18.74	<u></u>	1 1235	42,71	517'48'42'F 502'08'57'E	
145	51.24	NE3 42 37 5	119	31,76	507 26 13 1	1236	22.35	SD\$ 40'47"₩	1
1.147	44,51	K4503'07"E	L192	14.29	S334237E	1237	31.31	S24 50 46 E	4
Lt48 L119	31.44 2.03	5581015415 N8812612612	L19.3	.16.18 22.60	SI6'52'13'2 S20'52'53'E	L230 L239	92.66 90.30	E SQ35N 50 E	4
L150	<u> </u>	N26 32 40 V	1 1195	3.23	520 52 55 E \$60 05 14 E	L240	57.24	50413'30'9 537:00'34'9	-
L151	74.43	N64'3! 10 E	L196	18,65	587 50 10 E	1.241	37.68	561 32 36 W	
L152	110.48	N58'42'06'C	L:97	53.58	N56 18 22"E	L247	47.33	566 19 67*8	
<u>1153</u> 1151	t07.64 47.59	NB15517 E	L192	48,72	S28 09 35 E	<u>L213</u> 1244	43.3B	<u>569 27 40 W</u>	
L155	86.70	55 57 24 E		f3,20	533 02'37"E 531 42'37 E	1245	27:43	572'26'28°₩ 	-
L156	117.27	S2516'52"	1.201	42.42	528'57'44"E	1.24B	17,17	SS81131 W	
L157	86.39	NAGTIN SC E	<u>[</u> 202	63,33	539'32 pa E	1247	152.8	NO7 (5 01 W	
L158 L159	68.13 165.34	N7816'32'E	1203	29.04	5 <u>505'26'46*E</u>	1248	27.55	S68'06'40"\	-
1167	83.94	N6/37 <sup>02*E</sup> N47'43'10 E	1205	2.20	<u>\$36'16'2)"E</u> \$72'00'31'E	1248	3,32 31,70	507.03.55["ā S6019'50 10	-
Lifti	4/4.41	N86 06 47 E	1 1206	29.09	S52 57 51 E	1.251	35,03	S57'03'04"E	1
<u> </u>			L207	50,99	568 31 46 E	1 1252	45.82	5.12 35 23 E	
1 163 L164	41.33 E8.29	S7413.061	1.209	77,61	5334915 E	1,253 -	66.61 40.54	5311218 5	-
1:07	3.73	<u>N8745'45"E</u> N8745'45"E	L210	64.#S	505'53'45'E 505'20'42'E	11255	69,93	540'07'13"F 546:38'10"C	
Life	3R.14	548'01'06 L	1 1 217	69.24	SD2'41'45 W	1.256	36.69	53840'54'E	,1 2 1
L167	81.82	512'47'57"	<u>L212</u>	20.72	\$/559'33"W	L257	71.65	537 DK 15 %	î ł
1.160 1.169	76.67	5:000000	1.213	44,91 71.3	<u>S1250'42''K</u>	1258	70.19 50.83	544°C6'U0'E	i
1.171	50.37	5603938 E	1 1215	55,66	502,38'15'E S.4'02'47'W	1260	85.84	<u> </u>	1
117	78.93	5341Z 22 K	1 1218	50.06	550'43'55°W	126	114.83	M48.54 D.3 E	
(172	28.65	52431'28'E	1217	25,30	S32'10'16 Y	1232	\$0.14	N6: 43:45 E	]
L173   L174 - 3	29.25 t(9.50	SUS*20'42"E	1218	24.62	5:0'22'26 E	1253	388.03	500755918	
L175 j	24.78	<u>522'32'21''E</u> S18'34'08',W	1.219	34.18	\$27.59.51 E SI3'21'30 <sup>3</sup> E	1264	14.54	<u>\$43'45'13''W</u> <u>\$25'26'48</u> 'W	1
L173	30,22	53376706"E	1271	67.78	50024'45'Y	1255	112.26	570'03'56'W	1
1177	141.07	S17 37 17 E	L222	52.04	SD3 34 44 W	1287	104.6	NB7 03'06" W	Į
1178	66.83	505'20'42 1	1223	18,38	\$3464'12'W	1260	18.38	N20108171E	]
L178 L180	40,48 29,95	S3! 43 15 E	L224	19.09 17.68	50424'97'\	1269	57.72	NZ2:35/58"W NB5:06'31"Y	
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	UNE T	AB).E		LINE TA		1	UNE TA	RIE	, . <sup>.</sup>	
LINE	LENGTH	BEARING		ENGTH	BEARING	I LINE	LENGTH	BEARING		G
1271	66.95	507:58 41 W	L31B	77-16	557'02'51 W	1 L361	39.99		{	
1272	<u>112.06</u>	N00'22'12'W	1.317		NB\$ 53 40 W	L162	1451.89	NOC 25"11 W	1	2
L273 ,	78.05	N41 47'09"W	L3:8	130,99	N89'35'55'W	1363	95.80	N502443 W	1	=
iL274	46.17	N 19 49 40 W	L329	138.08	147'06'42'W	1 1364	26.40	\$8309'53"W	1	-
L275	72.90	_ N067613 W	L.320	\$6.74	N27 54 55 W	1,165	25,27	\$3533'30"W	1 ·	
1278	71.64	N06'50'24"W	L32	50.40	NZ2 50 57 W	L366	73.40	<u>502,18°46 y</u>	]	
1,277	34.24	N-734'02 W	1.32?	20.27	N48'35'52 W	1.367	98.37	S(215'31'E	4	
1279	73.80 112.80	N45'23'49'W	L323 L324	41.48 50.69	NC812 49 W		132.10	502'13'03'E	-	í í
1280	103.15	N04'06'11 L	L325	85.22	N56 19 48 9	(L370	128,10	1 SUDCO'00"E 1 S04'24'07"E	-	1
1201	93.85	N58 57 56 E		113.97	\$74/40'40'W \$33'42'36'W	1 371	25.20	<u>' 50474075</u>   S30'53'26 C	1	
L282	25.63	S\$7 33 56 E	1.527	93.52	587 50 58 Y	1372	30.80	55815136 E		
L283	32.17	N56 42 24 1	1.328	77.44	N77'08'04"W	1373	56.33	\$3#* <del>1</del> 9`37"E	· ·	
L284	61.58	N87'59'31 W	L321	20.69	N94'24'07"E	1374	43.53	\$28'11'48°E		
£265	39.04	551°42 33'W	L330	43.93	635719'16 E	1,375	25.0£	N57"23"59"E		
1.286	52.61	N62 22 10 W	1,331	32.68 24.71	N03'34'45"2	L376 L377	51.87 59.97	5691432 E		
1.288	80.64	N4C 50 11 Y	1,333	62,55	N11729'57"₩ N45739'25"₩	(378	41,94	S3725351 S45011815		
1,289	57.00	N49'06'25"W	"L334	48.29	NG: 19'27'E	1379	30.35	5031056"W		
L290	11.25	N2312 52 W	1335	27,05	NQOICCODE	1 1.380	30.63	5149247 5		
<u> </u> 29	29,11	N8~ 38'53"W	1336	5,28	N22 07 28 W	L321	B.15	\$4744'55'F		
1292	00.97	NBD 174 11 W	<u></u> i	59.82	547 27 30 W	L392	26.84	S52.22 15 E		
1283	39.83	N8016'28 W	1236	46,70	<u>. 57814'25'W</u>	L383	26,87	SHUTCH OUT F		
L294 295	48.80	N9559 3478	L339	65.74	N75'58'17 W	1384	81.72	1		
200 L296	23.00 81,98	590102 00 W 57317'22 W		<u>24.04</u> 42.55	<u>N87'57'22'W</u> S&2'10'08'W	L385 L386	84.5B 45.7	<u>St212'34"W</u> S40'23'04 W		
L297	103.76	563'30'20'W	1.342	58.12	<u>352 10 08 12</u> 524 40 14 17	1367	32.4	567'23'44'W		
1248	35,96	561'50'22 Y	1343	3n_05		2,353	32.7	537't9'22""		
1,299	120.51	56714 42 %	L311	79.66	503 53 21 W	1389 j	26.1	S63'27'03 W		
LXXQ	56.32	576 2019 W	L345	60,90	S/OCT 51 W	L360	<u>. 56,18</u>	578'07'12"W		
L101	88,80	N88'05'32"N	1346	51,44	576 37 02 1/	L391	67.65	<u>NEC 05 00 19</u>		
13 <b>62</b> 1303	66.48 128.85	<u>3173'52'02'8</u> N28'24'40 M	L347 }	18.26 90.19	<u>\$4717217</u>	L392 1393	48,78	N53'00'03'W		
L304	120,00	N20 24 40 1	1319	44,31	<u>\$0342.07 W</u> \$\$972615.01	1394	<u>88.77</u> 10.66	<u>N38 40'51 78</u> N57'77'04 '87		
Lans	65,42	NOP 20 10 W	1350	46.50	。 华河 <u>2011月 2011</u> 1960 年1 100 19	L308	25.25	168611201W		
1306	41.62	N32101 30 W	1351	32.97	N41'39'18'W	L396	39.37	S1411 46 W		
L397	36.77	N19'25'12''Y	1.352	82.01	586'49'55' W	1397	38.17	S73'49'21'W		
	려.04	N32'55'30"W	L353	66,78	N761416W	1398	16.78	560°05°30"W		
1.300	<u>55.24</u> 14.43	N50101173W	L354	105.61	N5313'51"W	L399	74.45	<u>530%8'14"₩</u>		
L311	70,16	NG973016172 N74551331W	L355 L356	76.92 35.93	N 10 35 53 W N29 00 00 E	L400	95,70 70.02	S3895'31"W		•
1312	\$2,28	N760158 W	1357	42.86	N29'22'34"W	LAUX	78.52	<u></u>		
<u>13</u> 13	81.33	NS5'29'48''W	1358	14,87	NI706'54 W	1403	47.62	578 47 54 W		
L314	62.28	N58'52'39"₩	1355	48.64	N401917 W	494	41.31	563727'08"W		
L315	59, 33	587 42 40 1	] [_360 [	85,31	N26'66'44' W	L405 I	21.14	S21 89 22 W		
								A-12	?-6	

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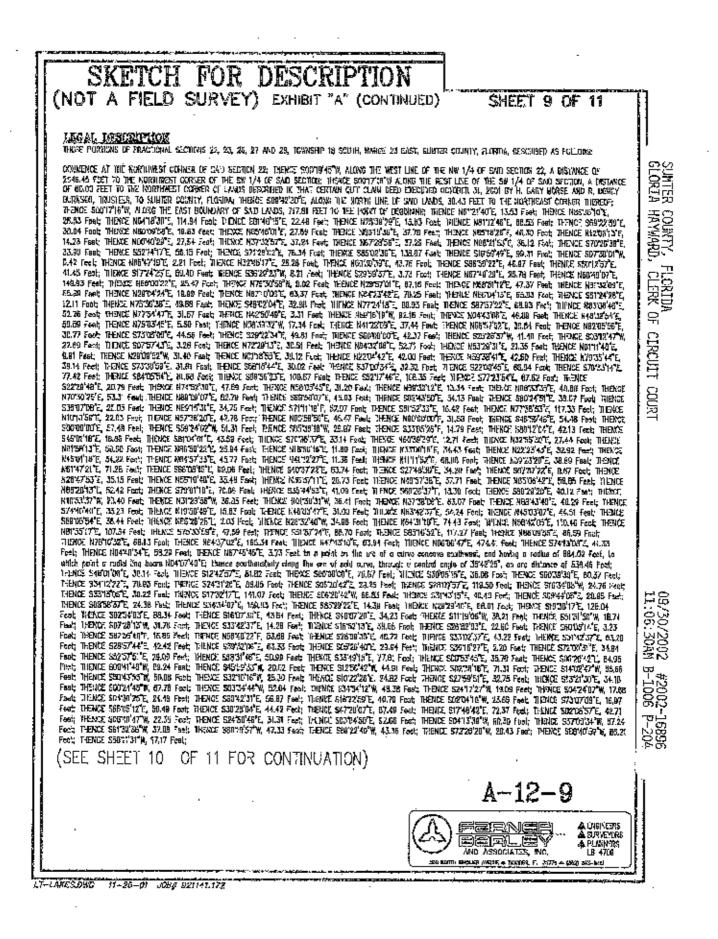
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<u>UNE</u>		BEARING	LUNE	LENGTH	BEARING	LINE,	LENGTH	BEARING	
L408	6.69	17134 41 E	L45:	39.91	\$45'43'44"W	L496	25.50	SC7'51'33'W	-
1,408	36.7C 47.17	N90'00'00"E \$74'45'21"E	<u>  1.452  </u>   1.453	<u>43.24</u> 08.55	524 40 21 W 52, 25 40 W	L497	32,78	508'37'18'14	-
L409	B1.78	573'37'20°E	LA54	12 .51	555 36 44 W	L499	29.04	S02'51'52"5	İ
L410	52.95	<u>506,69,665</u>	1_455	60.15	<u>\$65 54 50 '</u> A	1500	36.07	510'57'39"2	1
L411	45,93 \$0,45	<u>3014213'W</u>	<u>L456</u> L457	33.84 36.29	55372'37''A	L501	33,75 44,35	S18 40'08 5	4
L413	51.56	<u>\$52112'58"W</u> N8073'29"W	1455	34,45	537105136113 S35122155114	1502	43.32	<u>\$27'59'51''\'</u> \$42'40'06'\'(	5
L414	. 20.15	<u>50070'00'W</u>	L459	70.4	\$67.55 <sup>4</sup> 50 <sup>4</sup> W	1504	63.17	529'32'40 W	
1.418	21.35	\$72'48'15 W	L4BC	30.99	N6015 57 M	1,605	50.52	S6F'20 20 Y	
L418	1,21	56705'29'W \$39'58'44'E	<u>1481</u> 1485	<u>24.97</u> f8,79	N79'59'55'W N88'27'11'W	11.505	42.04	N575038 W N703825 W	
L418	36.25	539 36 44 E St0105/55*E	1463	53.74	583'47'43'W	Luce	28.83	<u>84070352516</u> S407031(10 <sup>7</sup> 14)	-
L119	£9.70	S261313 V	1.464	41.5	N90'00'03"W	1.529	13,40	S62'45'44'W	]
<u>LA20</u>	39.83	559'40'50"W	1465	45.92	585'44'16' 1	L5;0	49.90	\$86'54'20'¥	4
L421 1422	42.05	<u>\$75'23'23''\</u> N85'41'14''\	L486	63,7° 34,43	589 21 50 W 578 56 16 W	L811	37.63 35,88	\$25'15'23''W N73'49'09'W	-
L423	17,98	k72'33'55°W	L466	27,93	N28 28 37 W	LSt3	33.54	N84 21 23 W	1
<u>L424</u>	26.54	55507 <sup>1</sup> 43 <sup>1</sup> Y	L469	34,54	\$50'44'04'%	L514	89.26	N750245 W	-
L425	24,00	<u></u>	1470	47,70		1515	36,05	N59 53 76 M	-
427	18.8B 62.29	<u>. SEP 12'57''8'</u> SSI 28 14''W		<u>36.22</u> 29.07	N7039161	L516	<u>46.16</u> 56.30	N34'20'35' N N00'00''5	-
1.428	27.19	S64'00'48"W	1.473	47.31	N8511.33 W	1558	26.42	N24 47 29 5	-
L429	24.17	S25'02'48'14	L474	55,35	S51-1*21 W	[1510	28,77	N30'49'37'Z	
LA30 1431	34,02	<u>. \$1779'14''W</u> \$05'32'59°C	L475 1.476	42.95 56.83	55610723 W S135057 E	1.520	41.37 52.73	N50 03 10"E N60 31 02 E	-
1432	i 42.34	50414 22 E	L477	21.68	526 3456 E	1522	23.57	N2014 26 E	1
L433	71.10	506'48'14"W	L170	2.67	35012.55 E	L523	30.30	N13742'22'W	]
1.434	83,48	<u>533351'43"₩</u>	L479	12.42	5730313 F	1524	40.28 34.25	N08'45'05 W	-
L435 L436	73,34	58217'22'\\ 582'11'02'\		19.95 30,30	N30'08'35'E N45'2:18'E	1.525	21,23	N3/16'29'E N40'22'14''E	
L437	56.03	S(107)11.9	1.482	32.06	N55 of 21 V	L527	10.24	NOT ST OF E	_ {
1.433	> 50,05	S17'57'44" @	1,413	34,19	N49 25 12 E	L528	19.17	N045825 Y	ł
L439 L140	[ <u>73.32</u> 40.21	S2670.55*W	1,484 (L/185	42.01 Sa so	<u>N/15703E</u>	LE20 LE30	11.81 30.90	NB214-27 W 57208-03 W	4
	1 40.21 63.63	543/10/39 Y	1.426	28.29 20.14	N62'40'12'E	1531	33.23	<u>57209'03'0</u> 561'52'26'W	ł
1.442	42.92	S5615151	<b>1,4</b> 87	21.05	N88'06'14'E	1532	51.13	859 45 45 V	1
L443	46.46	<u>) 571 18'05 W</u>	1488	3,10	NEF RE 24 F	1533	26.37	\$\$1'01' <del>4</del> 9'W	
1 <u>30,444</u> 1,445	24.12	<u>552'03'37"₩</u>	L489 L490	<u>35,84</u> 51,74	S08'01'36'E	11535	<u>54.18</u> 49.00	528'24'40"W	4
L446	34.71	<u>54057'39'E</u> 515'37'39'E	491	56.57	558 01 4( E 543 30 5) E	1535	40.00 39.03	502/36/37 W 503/36/52 W	1
L447	35.65	<u>533 53'00"W</u>	L442	46.23	SD5 62 46 E	157	51.57	NBB 27'11 W	]
LAB	148.22	<u>545'56'53'₩</u>	L463	36.53	53527'45'1	1.5.30	34.22	N89:09:36 W	
<u>1,449</u> 1,450	52.05 37.75	<u>555 62'18"₩</u> \$31 41'41'18	L495	39.05 61.05	S4579'31"," S27'48'37'W	L539	38.55 20.27	N58'24'43"W N64'48'56"W	-
Litab		1-+ 6 <u>40</u> 30.91.91.91	11:202-1		),	11.50-0.1		1.022.36:30.0	.1
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17-1AKESDING 11-26-01 JOBY 921141,172

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY) EXHIBIT "A" (CONTINUED) SHEET 11 OF 11 Legal description (continued fixed sheet 10 of 11) HIENCE W40221475, 21.21 FAS; THERCE KOLISTING, LO.24 First; THERCE NO4'68'25'8, 19.87 Foot; THERCE N62'19'27'8, 19.01 Foot; THERCE S72'01'43'8, 30.00 Foot; THERCE \$6158'26'8, 33.23 Foot; THERCE \$52'46'45'8, \$1.48 Foot; THERCE \$57'01'48'8, 25.37 Foot; THERCE \$52'24'40'2, 54.48 Foot; THERCE \$52'26'37'3, 49.00 Foot; THERCE \$6158'26'8, 33.23 Foot; THERCE \$52'46'45'8, \$1.48 Foot; THERCE \$57'01'48'8, 25.37 Foot; THERCE \$52'24'40'2, 54.48 Foot; THERCE \$52'26'37'3, 49.00 Foot; HERKE SETSRER", 3223 Food LIENCE ESTATION, 81.42 Food TIENCE SSF0149", 26.37 Food TIENCE SS224"40", 30.55 Food TIENCE S520137"3, 49.80 Food HERKE SS3952", 39.23 Food TIENCE MORTTO'N, 81.57 Food TIENCE SS70149", 26.37 Food TIENCE S224"40", 30.55 Food TIENCE S6230"37"3, 49.80 Food Food TIENCE MOTORY 3.3.23 Food TIENCE MORTTO'N', 81.57 Food TIENCE MORD'S', 21.7 Food TIENCE MOTORY 3.3.55 Food TIENCE MORTS', 21.7 Food TIENCE MOTORY 4.7.98 Food TIENCE MORTS', 83.57 Food TIENCE MORD'S', 64.94 Food TIENCE MOTORY 5.2.70 Food TIENCE MORTS', 64.89 Food TIENCE MOTORY 5.7.98 Food TIENCE MOITS', 51.57 Food TIENCE MOTORY 5.3.75 Food TIENCE MOTORY 5.75, 24.80 Food TIENCE MOTORY 5.75, 64.89 Food TIENCE STOTA 50"E, 35.00 Food TIENCE MITORY 5.75, Food TIENCE SING'S', 53.95 Food TIENCE MOTORY 5.75, 24.80 Food TIENCE MOTORY 5.75, 75.74 Food TIENCE MOTORY 5.72, 25.80 Food TIENCE MITORY 5.75, Food TIENCE MOTORY 5.57, 25.79 Food TIENCE MOTORY 5.75, 75.74 Food TIENCE MOTORY 5.72, 25.80 Food TIENCE MITORY 5.75, 44.05 Food TIENCE MOTORY 5.75, 25.79 Food TIENCE MOTORY 5.75, 75.74 Food TIENCE MOTORY 5.72, 25.80 Food TIENCE MITORY 5.75, 44.05 Food TIENCE MOTORY 5.75, 25.70 Food TIENCE MOTORY 5.75, 75.74 Food TIENCE MOTORY 5.72, 25.80 Food TIENCE MITORY 5.75, 44.05 Food TIENCE MOTORY 5.75, 25.70 Food TIENCE MOTORY 5.75, 25.74 Food TIENCE MOTORY 5.72, 25.80 Food TIENCE MITORY 5.75, 44.05 Food TIENCE MOTORY 5.75, 25.70 Food TIENCE MOTORY 5.75, 25.74 Food TIENCE MOTORY 5.72, 25.80 Food TIENCE MITORY 5.75, 44.05 Food TIENCE MOTORY 5.75, 25.70 Food TIENCE MOTORY 5.75, 25.74 Food TIENCE MOTORY 5.75, 25.74 Food TIENCE MOTORY 5.75, 44.75, 75.74 Food TIENCE MOTORY 5.75, 45.75 Food TIENCE MOTORY 5.75, 25.74 Food TIENCE MOTORY 5.75, 45.75 Food TIENCE MOTORY 5.75, 25.75 Food TIENCE MOTORY 5.75, 45.75 Food TIEN EORIA LORIA HAYNARD, Feel; THENCE X3111'66"E, 15.85 Feel; THENCE NOT12'28"W, 12.17 (Not); THENCE N20'28'30"W, 34.51 Feel; THENCE N10'11'35"W, 26.20 Feel; THENCE N44501'16"W, 30.60 Feel; THENCE N20'25'51"W, 25.72 Feel; THENCE N20'28'50"W, 25.82 FLORIDA FORL THENCE NOTISTALIN, 38.42 Feel; INENCE ASTICTOTIN, 31.83 FREE THENCE METABESSIN, 70.04 Feel; THENCE METAATSIN, 43.28 Feel; THENCE METAATSING, 43.28 Fe 20.35 Foot: THENCE NOPTICOS W, 41.72 Foot: THENCE S7673 25 6, 11.67 Foot: THENCE SOTS/33 W, 19.78 Foot: THENCE SOTTOTOT 4, 41.42 Foot: THENCE S5100 ST W, 20.35 Freet, THENCE MORPHOND W, 41.72 Foot: THENCE S6763.257 6, 11.67 Feet; THENCE S6152.31 W, 10.78 Foet; THENCE S6772.27 6, 21.67 Feet; S6102.01 W, 5.10 Feet; THENCE V27.3906 W, 16.00 Feet; THENCE S6103.03 W, 55.28 Feet; THENCE S6272.31 W, 10.78 Feet; THENCE N652772.37 6, 23.67 Feet; THENCE N4002.04 W, 16.44 Feet; THENCE N7347555 W, 0.05 Feet; THENCE S9752.51 W, 34.18 Feet; THENCE S600514 W, 37.71 Feet; THENCE S6370749 W, 42.43 Feet; THENCE N7347555 W, 0.05 Feet; THENCE S9752.51 W, 34.18 Feet; THENCE S600514 W, 37.70 Feet; THENCE S6370749 W, 42.43 Feet; THENCE N7447555 W, 0.03 Feet; THENCE S9752.51 W, 34.18 Feet; THENCE S600514 W, 43.03 Feet; THENCE N7447557 W, 0.03 Feet; THENCE S905274 W, 43.03 Feet; THENCE N744757 Feet; THENCE S9752.51 W, 34.08 Feet; THENCE S800514 W, 43.03 Feet; THENCE N7447 W, 35.32 Feet; THENCE S90524 W, 43.03 Feet; THENCE N7447 W, 35.32 Feet; THENCE S905271 W, 48.40 Feet; THENCE N842555 W, 53.46 Feet; THENCE N740721 W, 43.03 Feet; THENCE N7447 W, 45.18 Feet; THENCE S905271 W, 48.40 Feet; THENCE N452555 W, 53.46 Feet; THENCE N740721 W, 43.03 Feet; THENCE N7447 W, 45.18 Feet; THENCE S9052271 W, 48.40 Feet; THENCE N452555 W, 53.46 Feet; THENCE N740721 W, 43.03 Feet; THENCE N747 W, 45.18 Feet; THENCE S9052271 W, 44.47 Feet; THENCE N747 W, 45.18 Feet; THENCE S9052271 W, 44.48 Feet; THENCE N747 W, 45.18 Feet; THENCE S9052271 W, 44.47 Feet; THENCE N747 W, 45.18 Feet; THENCE S9052271 W, 46.49 Feet; THENCE N747 W, 45.18 Feet; THENCE S90522 Y, 47.47 Feet; THENCE S127405 W, 47.47 Feet; THENCE S127405 Feet; THENCE S127405 W, ନ୍ CIRCUIT THENCE SANTATINO'N, 65.23 Feet: 1: EFACE NOTIZATES N. 65.51 Feet: 1HENCE K2000'0' N, 58.43 Feet: DENCE MOSTO'E, 38.43 Feet: REFACE NOTICE THENDER SARDARD W. 65.25 Feet: THENCE NAT2479270, 65.51 Feet: THENCE KURDUNGTW, 66.43 Feet: DENCE NOT240747, 35.43 Feet: THENCE NAT37074727, 64.37 Aug. THENCE NAT27547575, 51.74 Feet: THENCE NAT27547575, 61.74 Feet: THENCE NAT27547577, 61.74 Feet: THENCE NAT27547577, 71.75 Feet: THENCE NAT27547577, 71.07 Feet: THENCE NAT275475777, 71.07 Feet: THENC NUC: THENCE SECTIVES IN BUT Foot TIENCE SECTO'S 58.14 Foot THENCE SECTIVE # 47.13 Foot THENCE SECTIVE # 11000 SECTIVE AT A SECT THENCE \$3317743"N, 32.98 Feet; THENCE \$5440"10"N, 13.80 Feet; THENCE \$3005"15"N, 14.04 Feet; THENCE \$5511"34"N, 44.61 Feet; THENCE \$5744"30"N, 43.67 Feat; THENCE \$7428"(8"N, 33.07 Feet; THENCE \$25744"30"N, 43.67 Feat; THENCE \$7428"(8"N, 33.07 Feet; THENCE \$25844"45"N, 23.00 Feet; THENCE \$259428"N, 48.27 Feet; THENCE \$25844"45"N, 23.00 Feet; THENCE \$259428"N, 48.27 Feet; THENCE \$25844"45"N, 23.00 Feet; THENCE \$25944"16"N, 44.27 Feet; THENCE \$25944"45"N, 23.00 Feet; THENCE \$25944"16"N, 44.27 Feet; THENCE \$25944"45"N, 23.00 Feet; THENCE \$25944"16"N, 44.27 Feet; THENCE \$25944"45"N, 23.00 Feet; THENCE \$25944"16"N, 34.41 Feet; THENCE \$25944"45"N, 24.20 Feet; THENCE \$25944"16"N, 44.27 Feet; THENCE \$25944"45"N, 24.20 Feet; THENCE \$25940"4"N, 24.20 Feet; THENCE \$25944"45"N, 24.20 Feet; THENCE \$25 THENCE STORERS N. JLDT Feet, THENDE SEZHOUGY, JAAH FAST, THENDE SHT 3302 W. 20.13 Feet, THENDE SZUZZETN, 48.27 Feet, THENDE SZUSZAG A. 2.3.00 FORCE THENCE SORTH 78, 38.38 Feet, THENDE SUBJECTIVE, ZYAAF FAST, THENDE SHT WIDD'E, ST.20 Fort, THENDE SUDJECTN, 48.27 Feet, THENDE SUDJECTN, 48.60 Feet, THENDE'S SORTZ'S W. 48.07 Fort, THENDE SUDJECTIVE, 27.45 FAST, THENDE SUT WIDD'E, ST.20 Fort, THENDE SUDJECTN, 48.27 Feet, THENDE SUDJECTN, 48.60 Feet, THENDE'S SORTZ'S W. 48.07 Fort, THENDE SUDJECTN, 40.00 Fort, THENDE SUDJECTN, 29.12 Fort, THENDE SUDJECTN, 48.07 Fort, TO A WITE VARTURE OF GUVENNINT LOT 1 OF SVID FRACTIONAL SECTION 28, THENDE NEW ALDING SAL DIAL OF THE VARTURE SUBJECTN, 12.42 FOR TO A WITE VARTURE OF GUVENNINT LOT 1 OF SVID FRACTIONAL SECTION 28, THENDE NEW ALDING SAL DIAL TO THE CHENTRY HOW WATER LARGE CONTINUES TO GUVENNINT LOT 1 OF SVID FRACTIONAL SECTION 28, THENDE VALUES VARTURELY ALDING SAL DIAL TO THE CHENTRY HOW WATER LARGE CONTINUES TO GUVENNINT LOT 1 OF SVID FRACTIONAL SECTION 28, THENDE VALUE AND THE VALUES SECTION 28, THENDE SUBJECT VALUES OF SALD THE VALUE OF STATEMENT NORTHEREY AND VESTERLY ALDING SALD GUIDANTY HIGH WATER UNE, SALD LINE ALSO BEEKG THE KORTHER'S FORTHAL VALUES OF SALD FRACTIONAL SECTIONS 22 AND 23, TO THE EAST THE VESTION OF ELANDS OF SALD FRACTIONAL SECTIONS 27 AND 26, AND THE NORTHERLY TO THE POINT OF BUDYNING. 09/30/2002 #2002-16896 11:06:30AN B-1006 P-206 A-12-11 A ENGNERS & SURVEY: DS ê ) - Le A. PLANNERS AND ASSOCIATES, INC. 16 4719 Job HETTH SALLAR ANNUL & TANKA N. S. SWAR & (223) AUL SAL -LAKESDWG 11-85-01 JCA/ 921141,172

## Permit (ERP) #44020198.040.

Hopefully this will get you all set.

Thanksl

From: Nancy Stump [mailto:nstump@farnerbarley.com] Sent: Tuesday, January 16, 2007 10:18 AM To: Deitrich, Rita Subject: CONSERVATION EASEMENTS

Rita:

O.R. Book 1006, Page 172, was the original conservation easement, OR. 1182, Page 88, releases O.R. 1006, Page 172 and creates a new Conservation Easement.

Thanks,

Nancy A. Stump Nancy A. Stump Survey Administrative Assistant Famer, Barley & Associates, Inc. 4450 NE 83rd Road Wildwood, Florida 34785 (352) 753-3114 (352) 753-9441

## EXHIBIT 3

## VILLAGES OF LAKE-SUMTER MASS GRADING PERMIT NO. 43020198.001

PAAdminArojoets/2005210/Bridgeport at Lake Mions/Management Plan/Draft Long Torm Management Plan, Lake Miona.doox

### SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT ENVIRONMENTAL RESOURCE INDIVIDUAL CONSTRUCTION PERMIT NO. 45020198.001

### EXPIRATION DATE: July 30, 2007

PERMIT ISSUE DATE: July 30, 2002

This permit is issued under the provisions of Chapter 373, Florida Statutes (F.S.), and the Rules contained in Chapters 40D-4 and 40, Florida Administrative Code (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the Information outlined herein and shown by the application, approved drawing, plans, specifications, and other documents, attached herete and kept on file at the Southwest Florida Water Management District (District). All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

# PROJECT NAME: The Villages of Sumter - Mass Grading Plan GRANTED TO: The Villages of Laks-Sumter 1100 Main Street The Villages, FL 32159

ABSTRACT: This permit gives approvel of a surface water management system to serve a 5,016.00-acra mass grading site, in Sumter County. The project is located off CR 486, approximately one mile east of US 301, in Sumter County. Information regarding the surface water management system is contained below.

OP. & MAINT, ENTITY:	The Villages Water Conservation Authority
PROPERTY LOCATION:	Sumier County
SEC/TWP/RGE:	13-17,22-24,26-25,33-35/18S/23E
TOTAL ACRES OWNED OR UNDER CONTROL:	11,642.00
PROJECT SIZE:	5,016.00 Acres
LAND USE:	Residentia:
DATE APPLICATION FILED:	July 5, 2001
AMENDED DATE:	N/A

Permit No.43020193.001Project Name:The Villages of Sumiter - Mass Grading PlanPage2

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I. Water Quantity/Quality

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aligned the second s		
POND NO.	ACRES AT	
	TOP OF	
an garaga garaga garaga	BANK CAR	
<u>B-1</u>	25.25	On-line Retention
B-1A	1.27	Cn-line Refention
B-1B	2.75	On-line Retention
<u>8-1C</u>	3.35	On-line Retention
B-1D	4.50	Cn-line Retention
B-1E	6.45	On-Ine Retention
<u>8-1F</u>	17.69	On-line Retention
<u>B-1G</u>	3.35	On-line Retention
<u>B-1H</u>	3.71	On-line Retention
B-2	11.47	On-lina Retention
E-2A	3.25	On-line Retention
B-2B	10,88	On-line Retantion
<u>8-2C</u>	5.90	On-line Retention
B-2D	3,24	On-line Retention
<u>8-2E</u>	11.47	On-line Retention
B-2F	8.68	Cn-line Retention
<u>8-2G</u>	4.25	On-line Retention
8-3	42.53	On-line Retention
B-3A	37.12	On-line Retention
8-36	7.51	On-line Retention
B-3C	26.73	On-line Retention
8-30	4.33	On-line Retention
8-SE	15.97	On-line Retention
B-3F	18.11	On-line Retention
<u>B-3G</u>	8.53	On-line Ratention
<u>B-4</u>	20.34	On-line Retention
<u>8-44</u>	5.04	On-line Retention
5-48	8.86	On-line Retention
<u>B-4C</u>	8.74	Cn-3ne Retention
<u>B-4D</u>	3.83	On-line Retention
B-4E	9.28	On-Ine Retention
<u> </u>		On-line Retention
<u>B-10</u>	5.03	On-line Retention
<u>B-11</u>	3.62	On-line Retention
8-12	5.84	On-Ilns Retention
<u>B-13</u>		On-line Retention
B-14	<u> </u>	On-line Retention
B-14A	6.39	On-line Retention
<u>B-15</u>	6.97	On-3ne Retention
B-16	9.08 į	On-line Retention

Permit No. Project Name: Page

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43020198.001 The Villages of Sumter - Mass Grading Plan 3

POND NO.	AREA ACRES AT TOP OF BANK	TREATMENT TYPE
B-32	3,45	On-line Retention
B-33	7.62	On-line Retantion
B-34	2.43	On-line Retention
CH-2	20.43	On-line Reterriton
CI+-6	8.12	On-ine Retention
TOTAL	443.94	
Mixing Zone req	puired: YES()	NO (X)

NO(X)

YES()

II. 100-Year Floodplain

Variance required:

	achment Feet of fill)	Companisation (Acre-Fact of excavation)		Componsation Type*			Encroachment Result**(feet)			
Į.	871.37	1,051.70	EE	[	х	1	Depth	ŗ	N/A	]]

\*Codes [ X ] for the type or method of compensation provided are as follows: EE = Equivalent Excavation to offset project filling per Section 4.4 of the District's Basis of Review; N/A = Not Applicable

"Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims MI type of compensation.

### III. Environmental Considerations

				The state of the second st
Wetland Infom	tion			
WETLAND.		NOT IMPACTED	DISTURBED	PERMANENTLY
	0.04	AC 0.04	0.00	
<u>AA</u>	0.02	0.02	0,00	0.00
SWBE	2.35	2.35	0.00	0.00
CC	2.47	0.00	0.00	2.47
0	0,08	0.08	0.00	0.00
DD	1.83	0.00	0.00	1.83
E	6.14	4.90	0.00	1.24

Pennit No. Project Name: Page

# 43020198.001 The Villages of Sumter - Mass Grading Plan 4

AND AND STREET	Section of the sectio	ander der versten ander		
Wetland Inform	nation: 2018-0			
WETLAND	TOTAL	NOT	TEMPORARILY	PERMANENTLY
NO	AC.	IMPACTED	DISTURBED	DESTROYED
		AC.	AC.	AC.
EE	1.68	1.68	0.00	0.00
팩	1.77	1.77	0.00	0.00
G	0.05	0.05	0.00	0.00
н	4.44	2.95	0.00	1.49
HH	11.50	11.50	0.00	0.00
·	0.19	0,19	0.00	0.00
JJ	8,42	8.42	0.00	0.00
ĸ	1.84	0.00	0.00	1.84
KK	0.66	38.0	. 0.00	0.00
	86.44	78,89	0,00	7.55
LL	0.09	90.0	0.00	0.00
M	0.09	0.09	0.00	0.00
ММ	0.27	0,27	0.00	0,00
N	2.25	0.00	0.00	2.25
NN	0.19	<u>0.1</u> 8	0.00	0.00
P.	1.31	5.03	0.00	1.31
49	0.21	0.21	0.00	0.00
Q	0.23	0.23	0.00	0.08
00	0.09	0.09	0.00	0.06
R	6.30	0.00	0.00	6,30
RR	0.04	0.04	0.00	0.00
<u>88</u>	0.47	0.47	0.00	0.00
Ţ	0.09	0.09	0.00	0.00
<u>TI </u>	5.66	0.00	0.00	6.66
U	0.04	0.04	0,00	0.00
V	126.59	125.94	0.00	0.65
W	4,84	0.00	C.00 j	4,84
X	4.74	4.35	0,00	0.39
Y	0.13	0.18	0.60	9.00
<u>Z1</u>	0.24	0,24	0.00	0.00
Z2	6.32	0.32	0.00	0.00
89-A	1.67	0.00	0.00	1.67
SW90A	0.33	0.33	0.00	0.00
<u>91A</u>	0.91	0.91	0.00	2.00
Cherry Lake	313.00	312.70	0.00	0.39
TOTAL	601.27	560.48	0.00	40.79

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43020198.001

Project Name: Page

> Milipation Information Steeley Annual Constant State AREA CREATED/M **UPLAND** ENHANCED WETLANDS MISC. MITI AC. PRESERVED RESTORED WETLAND PRESERVED NO. AG. . AC AC. AC 0.00 0.00 0.0011.50 0.00HH 125.94 0.00 0.00V 0.00 00.0 26.000.000.00 0.00 0.00 Upland 8uffer 66.00 0.000.00 0.00 0.00 Eagle Zone 0.00 0.000.00Cherry 10.30 00.3Lake 0.00 W-M 0.00 0.000.000.750.00 Ε 0.00 0.00 03.04.80 ΞE 0.00 0.00 1.68 0.00 05.00.00 0.00 1.77 6.00F 0.00 0.00 2,95 0.00 0.00 н 0.000.00 0.00 8.42 0.00JJ 0.00 0,00 68.0 0.00 KK 0.00 0.00 0.000.00 0.00 78.89 0.00 ٤ 0.000,09 0,00 Μ 0.00 0.00 0.00 0.270.00 MM 0.00 0.000.00 0.00 0.004.35 0.00 х 0.00 0.00 0.910.0991A 0.00 TOTAL 11.05 0.00 229.44 105.11 0.00 OTHER MITIGATION TOTAL 331.55 -29.74 NET CHANGE

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The Villages of Sumier - Mass Grading Plan

Watershed name: Withlacoochee River

Comments:

This project contains 598,59 acres of wetlands and 2.68 acres of surface waters. Project construction will result in the permanent impact to 40,79 acres of wetlands. Habitat mitigation will not be required for an additional 2.64 acres of impacts to wetlands and 2.68 scres of impacts to surface waters. Since under the ERP Basis of Review (Section 3.2.2.4) no significant habitat is provided by those wetlands and each is less that one half acre in size, no bebitat mitigation is required. The loss of water quality and water quantity functions provided by the surface waters will be replaced by the proposed storm water management system.

Miligation for the 40.79 acres of impacts to wetlands will be provided by: the creation of 11.05 acres of nonforested wetlands (10.3 acres adjacent to Cherry Lake and 0.75 acre adjacent to Wetland M), the enhancement of 125.94 acres of Wetland V (Dry Prairie), the enhancement of 66.00 acres of uplands (eagle nest zone), the enhancement of 26.00 acres of upland buffer adjacent to 492.00 acres. of weitands, the enhancement of 11.50 acres of Wetland HH, and the preservation by conservation easement of 105.11 acres of wetlands.

Permit No.

Permit No.43020198.001Project Name:The Villages of Sumter - Mass Grading PlanPage6

A regulatory conservation essement is required.

A proprietary conservation sessment is not required.

### SPECIFIC CONDITIONS

- 1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit shall terminate, pursuant to Section 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
- The discharges from this system shall meet state water quality standards as set forth in Chapter 62-302 and Section 62-4.242, F.A.C., for class waters equivalent to the receiving waters.
- Unless specified otherwise herein, two copies of all information and reports required by this permit shall be submitted to;

Brooksville Regulation Department Southwest Florida Water Management District 2379 Broad Street Brooksväle, Florida 34604-6699

The permit number, tills of report or information and event (for recurring report or information submittel) shall be identified on all information and reports submitted,

4. The Permittee shall retain the design engineer, or other professional engineer registered in Florida, to conduct on-site observations of construction and assist with the as-built cartification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the professional engineer so employed. This information shall be submitted prior to construction.

- 5. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit to the Brocksville Service Office a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1, F.A.C., and signed, dated, and sealed as-built drawings. The as-built drawings shall identify any deviations from the approval construction drawings.
- 6. The District reserves the right, upon prior notice to the Permittiee, to conduct on-site research to assess the pollutant removal efficiency of the surface water management system. The Permittee may be required to cooperate in this regard by allowing on-site access by District representatives, by allowing the installation and operation of testing and monitoring equipment, and by allowing other assistance measures as needed on site.
- For dry bottom retention systems, the retention areas shall become dry within 72 hours after a reinfall event. If a retention area is regularly wet, this situation shall be deemed to be a violation of this permit.

Permit No. 43020198.001 Project Name: The Villages of Sumter - Mass Grading Plan Page 7

> For systems utilizing rateration or wel detention, the inspections shall be performed two (2) years after operation is authorized and every two (2) years thereafter.

WETLAND MITIGATION SUCCESS CRITERIA AREA CHERRY LAKE AND WETLAND M MITIGATION AREAS'

Mitigation is expected to replace adverse impacts to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable scological and hydrological wetland functions. Wetlands constructed for mitigation purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the addition or removal of vegetation,

- The mitigation areas can be reasonably expected to develop into a *Palustrine Emercent* а. Wetland as determined by the USFWS Classification of Wetlands and Deepwater Habitats of the United States.
- þ. Topography, water depth and water level fluctuation in the mitigation areas are characteristic of the wetland/surface weter type specified in offerion \*a.\*
- The cominant and subdominant spacies of desirable wetland plants comprising each С. vegetation zone and stratum of the mitigation area shall be as follows:

EZCINE STATE	STRATUM -		DOMINANT AND SUBDOMINANT
Upper Rança	Ground Cove:	35	Sand Cordgrass (Spartina bakeri)
Middle Range	Ground Gover	35	Pickerelweed ( <i>Ponledena cordaia</i> )
Lower Range	Ground Cover	35	Duck Potato <i>(Sagiitaria</i> Iancitolia)

This criterion must be achieved within three years of mitigation area construction. The Permittee shall complete any activities necessary to ensure the successful achievement of the mitigation requirements by the deadline specified. Any request for an extension of the deadline specified shall be accompanied with an explanation and submitted as a permit latter modification to the District for evaluation.

- d. Species composition of recruiting wetland vegetation are indicative of the wetland type spacified in criterion "a."
- Coverage by nuisance or exotic species does not exceed 2 percent. ə.
- ŕ. The mitigation areas can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.

The mitigation areas may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation areas have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

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Pennit No. Project Name: Page 43020198.001 The Villages of Sumter - Mass Grading Plan S

The mitigetion areas may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigetion areas have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

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### 10. WETLAND ENHANCEMENT SUCCESS CRITERIA AREĂ HI

Enhancement is expected to replace adverse impacts to waitands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological weitand functions. Wetiands constructed for enhancement purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a particle of at least one year without intervention in the form of imigation or the addition or removal of vegetation.

- The enhancement areas can be reasonably expected to develop into a Palustrine scrub/shrub wetland as determined by the USFWS <u>Classification of Wetlands</u> and <u>Deepwater Habitats of</u> the United States.
- b. Topography, water depth and water level fluctuation in the enhancement areas are characteristic of the wetland/surface water type specified in criterion "a."

This criterion must be achieved within three years of enhancement area construction. The Permittee shall complete any activities necessary to ensure the successful achievement of the enhancement requirements by the deadline specified. Any request for an extension of the deadline specified shall be accomparied with an explanation and submitted as a permit letter modification to the District for evaluation.

- c. Species composition of recruiting waitand vegetation are indicative of the waitand type specified in criterion "a."
- d. Coverage by nuisance or exotic species does not exceed 2 percent.
- The onhancement areas can be determined to be a wotland or other surface water according to Chapter 62-340, F.A.C.

The enhancement ereas may be released from monitoring and reporting requirements and be desmed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the enhancement areas have adequately replaced the wotland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

### 11. WETLAND ENHANCEMENT SUCCESS CRITERIA AREA WETLAND V (DRY PRAIRIE)

Enhancement is expected to replace adverse impacts to wellands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydroiogical welland functions. Wetlands constructed for enhancement purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the addition or removal of vegetation. Permit No. Project Name: Page 43020198.001 The Villages of Sumter - Mass Grading Plan a

- a. The enhancement areas can be reasonably expected to develop into a *Palustrine emergent* watland as determined by the USFWS <u>Classification of Wetlands and Deepwater Habitats of the United States</u>.
- b. Topography, water depth and water level fluctuation in the enhancement areas are characteristic of the wetland/surface water type specified in criterion "a."

This criterion must be achieved within three years of enhancement area construction. The Permittee shall complete any activities necessary to ensure the successful achievement of the enhancement regulatements by the deadline specified. Any request for an extension of the deadline specified shall be accompanied with an explanation and submitted as a permit letter modification to the District for evaluation.

- c. Species composition of recruiting wetland vegetation are indicative of the wetland type specified in orderion "a."
- d. Coverage by pulsance or exotic species does not exceed 2 percent.
- The enhancement areas can be determined to be a wattand or other surface water according to Chapter 62-340, F.A.C.

The enhancement areas may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the enhancement areas have adequately replaced the wedand and surface water functions affected by the regulated activity and that the site conditions are sustainable,

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#### WETLAND ENHANCEMENT SUCCESS CRITERIA AREA 'UPLAND BUFFER AREAS'

Enhancement is expected to replace adverse impects to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable ecclogical and hydrological wetland functions. Areas constructed for enhancement purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteris are met continuously for a period of at least one year without intervention in the form of imigation of the addition or removal of vegetation.

- The enhancement areas can be reasonably expected to develop into a Forested buffer adjacent to onsite wetlands.
- b. The dominant and subdominant species of desirable upland plants comprising each vegetation zone and stratum of the enhancement area shall be as follows:

Parmit No. Project Name: Page

### 43020198.001

The Villages of Sumter - Mass Grading Plan 10

Canopy Live Oak (Quercus virginiane) Ground Cover Sand Cordgrass (Spenine baken)

- <sup>1</sup> Tree species must be greater than 12 feet in height and have been planted for greater than 3 years.
- <sup>2</sup> Plant species providing the same function as those listed may also be considered in determining success.

This criterion must be achieved within three years of enhancement area construction. The Permittee shall complete any activities necessary to ensure the successful achievement of the enhancement requirements by the deadline specified. Any request for an extension of the deadline specified shall be accompanied with an explanation and submitted as a permit letter modification to the District for evaluation.

- c. Density of canopy tree species surviving in the miligation area equals or exceeds 436 trees/ acre for trees greater than or equal to 12 feet in height.
- d. Coverage by nuisance or exotic species does not exceed 2 percent.

The enhancement areas may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the enhancement areas have adequately replaced the watend and surface water functions affected by the regulated activity and that the site conditions are sustainable.

### 13. WETLAND ENHANCEMENT SUCCESS CRITERIA AREA 'EAGLE NEST ZONE AREA'

Enhancement is expected to replace adverse impacts to wattends and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological wattand functions. Areas constructed for enhancement purposes will be considered successful and will be released from moniforing and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of intgation or the addition or removal of vegetation.

- The enhancement areas can be reasonably expected to develop into a Forested buffer adjacent to Wetland M and an existing eagle's nest.
- b. The dominant and subdominant species of desirable upland plants comprising each vegetation zone and siratum of the enhancement area shall be as follows:

Permit No. Project Name: Page

#### 43020198.001 The Villages of Sumter - Mass Grading Plan 11

Canopy Live Oak (Quercus virginiana) Slash Pines (Pinus ellictti)

<sup>1</sup> Tree species must be greater than 12 feet in height and have been planted for greater than three years.

Plant species providing the same function as those listed may also be considered in determining success.

This oriterion must be achieved within three years of enhancement area construction. The Permittee shall complete any activities necessary to ensure the successful achievement of the enhancement requirements by the deadline specified. Any request for an extension of the deadline specified shall be accompanied with an explanation and submitted as a permit letter modification to the District for evaluation.

- c. Density of canopy tree species surviving in the enhancement area equals or exceeds 436 trees/ acre for trees creater than or equal to 12 feet in height.
- Coverage by ruleance or exclic species does not exceed 2 percent.

The enhancement areas may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the enhancement areas have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

- 14. The Permittee shall monitor and maintain the walland miligation and enhancement areas until the criteria set forth in the Wetland Mitigation and Enhancement Success Criteria Conditions above ara met.
- 15. The Permitties shall undertake required maintenance activities within the weitand mitigation and enhancement areas as needed at any time between mitigation and enhancement area construction and termination of monitoring, with the exception of the final year. Maintenance shall include the manual removal of all nulsance and exotic species, with sufficient frequency that their combined coverage at no time exceeds the Wetland Mitigation and Enhancement Success Criteria Conditions above. Herbicides shall not be used without the prior written approval of the Distict.
- 16. A Wetland Mitigation and Enhancement Completion Report shall be submitted to the District within 30 days of completing construction and planting of the wetland mitigation and enhancement areas. Upon District Inspection and approval of the mitigation areas, the monitoring program shall be initiated with the date of the District field inspection being the construction completion date of the mitigation and enhancement areas. Monitoring events shall occur between Merch 1 and November 30 of each year. An Annual Wetland and Enhancement Monitoring Report shall be submitted upon the antiversary date of District approval to initiate monitoring.

Annual reports shall provide documentation that a sufficient number of maintenance inspection/activities were conducted to maintain the mitigation areas in compliance with the Wetland Mitigation and Enhancement Success Criteria Conditions above. Note that the performance of maintenance inspections and maintenance activities will normally need to be conducted more

Permit No. 48020198.001 Project Name: The Villages of Sumter - Mass Grading Plan Page 12

frequently than the collection of other monitoring data to maintain the mitigation areas in compliance with the Wetland Mitigation and Enhancement Success Criteria Conditions above.

Monitoring Data shall be collected semi-annually.

- The Permittee shall coordinate termination of monitoring for the wetland mitigation and enhancement areas with the District by;
  - not/lying the District is writing when the criteria set forth in the Wetland Mitigation and Enhancement Success Criteria Conditions have been achieved;
  - suspending all maintenance solivities in the wetland miligation and enhancement areas including, but not limited to, irrigation and addition or removal of vegetation; and,
  - submitting a monitoring report to the District one year following the written notification and suspension of maintenance activities.

Upon receipt of the monitoring report, the District will evaluate the wotland mitigation sites to determine if the Mitigation and Enhancement Success Criteria Conditions have been met and maintained. The District will notify the Permittee in writing of the evaluation results. The Permittee shall perform corrective actions for any portions of the wetland mitigation areas that fail to maintain the criteria set forth in the Wetland Mitigation Success Criteria Conditions.

18. The Permittee shall submit the executed conservation easement, as recorded in the County Public Records, to the District prior to wetland Impacts. Conservation easements shall identify the District as the grantee and shall cover the following areas: all remaining on-site wetlands (excluding Sovereign Submerged Lands), upland buffer and eagle nest zone areas. The Permittee shall receive approval from the District for any proposal to modify the conservation easement, and conducting any activity prohibited by the terms of the conservation easement.

19. The District reserves the right to require the Permittee to identify and perform corrective actions if the District issues a wetland mitigation or enhancement deficiency determination.

20. The Permittee shall commence construction of the mitigation areas within 30 days of welland impacts. If welland impacts occur between February 1 and August 31. If welland impacts occur between September 1 and January 31, construction of the mitigation and enhancement areas shall commence by March 1. In either case, construction of the mitigation and enhancement areas shall be completed within 120 days of the commencement date unless a time extension is approved in writing by the District.

21. The construction of all wetland impacts and wetland mitigation shall be supervised by a qualified environmental scientist/specialist/consultant. The Permittee shall identify, in writing, the environmental professional retained for construction oversight prior to initial clearing and grading activities.

 Wetland buffers shak remain is an undisturbed condition except for approved drainage facility construction/maintenance. 

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 Project Name:
 The Vilages of Sumter - Mass Grading Plan

 Page
 13

- 23. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:
  - (X) wetland preservation
  - (X) wetland buffers
  - (X) upland preservation
  - (X) limits of approved wetlend impacts
  - () construction access for (N/A)

The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.

- 24. Wetland boundaries shown on the approved construction drawings shall be binding upon the Permittee and the District.
- 25. The Permittee shall provide documentation identifying the proposed development as a Community Development District or an acceptable inevecable financial responsibility document in the amount of \$1,698,696,000 prior to wetland impacts. The financial responsibility document must be valid for at least three years.
- 26. The Permittee shall provide to the District a detailed dewatering plan (including but not limited to: the location of activities, duration of dewatering, and methods to be implemented) prior to significant dewatering activities.
- 27. In the event that Enhancement Area V (Dry Preirie) does not mast success criteria after a period of three years, the applicant shall provide to the Olstrict an alternative mitigation plan which is to be immediately implemented once approved by District staff.
- 28. For the areas shown on the construction drawings as future, a permit modification shall be obtained for any construction in this/these areas. As a requirement of the permit modification for this/these areas, the Permittee shall submit a Statement of Completion and as-built drawings.
- If limestone bedrock is encountered during construction of the surface water management system, the District must be notified and construction in the aitiscted area shall cease.
- 30. The Permittee shall notify the District of any sinkhole development in the surface water management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.
- 31. The District, upon prior notice to the Permittee, may conduct on-site inspections to essess the effectiveness of the erosion control barriers and other measures employed to prevent violations of state water quality standards and avoid downstream impacts. Such barriers or other measures should control discharges, erosion, and sediment transport during construction and thereafter. The District will also determine any potential environmental problems that may develop as a result of leaving or removing the barriers and other measures during construction or after construction of the project has been completed. The permittee must provide any remodial measures that are needed.

Permit No.	43020198.001
Project Name:	The Villages of Sumter - Mass Grading Plan
Page	14

32. An Emergency Floxi Protection Plan is required in the event that the normal wet season groundwater level for Cherry Lake and Dry Prakte, which has a modeled value of 48.20 feet Villages Datum, is exceeded in the future. The plan as submitted requires construction of an emergency pump station with four 2,500 gpm pumps, or a total capacity of 10,000 gallons per minute. An interconnected plping system will be constructed from Cherry Lake and Dry Prakte to the pump station and to the stormwater pond system and to some of the golf course areas. The pump station and plping system will be operated and mainteined by the Villages Water Conservation Authority.

The 10,000 gallon-per-minute pump station must be constructed and be capable of operation before any 100-year floodylain encroachment occurs.

- S3. The Permittee shall notify the District by certified mail within 10 days of the commencement of a voluntary or involuntary proceeding i) to dissolve the Permittee, ii) to place the Permittee into receivership, iii) for entry of an order for relief sgainst the Permittee pursuant to the bankruptcy provisions of the United States Code, or iv) a general assignment of the Permittee's assets for the benefit of its creditors under Chapter 727, Florida Statutes, (F.S.)
- 34. The District will dearn the Permittee to be without the required financial responsibility in the event of a bankruptcy of the issuing institution of any bond or letter of credit, or the suspension or revocation of the authority of such institution to issue such instruments. The District will also deem the Permittee to be without the required financial responsibility in the event of a general assignment of its assets for the bandit of its creditors under Chapter 727, F.S.
- 35. The Permittee shall continue to provide financial responsibility until the District determines that all applicable permit conditions are satisfied.
- 36. The Permittee shall continue to provide financial responsibility until the District provides written approval of a request to transfer this permit and include the substitute financial responsibility mechanism proposed by the transferee.
- 87. Prior to wetland impacts, the Permittee shall provide proof of financial responsibility to the District.

38, Refer to GENERAL CONDITION No. 15 hersin.

#### GENERAL CONDITIONS

1. The general conditions ettached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittice shall comply with them.

Authorized Sidnature

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### EXHIBIT "A"

- All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
- 2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
- 3. Activities approved by this permit shall be conducted in a manner which does not cause violations of state water quality standards. The permittee shall implement best management practices for erosion and a pollution control to prevent violation of state water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall construction is completed and soils are stabilized and vegetation has been established. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall be responsible for the water resources.
- 4. Water quality data for the water discharged from the permittee's property or into the surface waters of the state shall be submitted to the District as required by the permit. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by the American Public Health Association or Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data are required, the permittee shall provide data as required on volumes of water discharged, including total volume discharged during the days of sampling and total monthly volume discharged from the property or into surface waters of the state.
- 5. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
- 6. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
- 7. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
- 8. The permittee shall complete construction of all aspects of the surface water management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.

### **ERP General Conditions**

Individual (Construction, Conceptual, Mitigation Banks), Standard General, Minor Systems Fage 1 of 3

41.00-23(3/02 Reprint 3/02)

- 9. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
  - Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.

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- b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
- c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
- 10. All surface water management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of officie property.
- 11. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a written notification of commencement indicating the actual start date and the expected completion date.
- 12. Each phase or Independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that perior or phase of the system. Each phase or independent perior of the system must be completed in accordance with the permitted plans and permit conditions prior to the permitted plans and permit conditions prior to the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.
- 13. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1, F.A.C. Additionally, if deviation from the approved drawings are discovered during the certification process the certification must be accompanied by a copy of the approved permit drawings with deviations noted.
- 14. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of pends, ditches or sump areas deeper than shown on the approved plans.
- 15. The operation phase of this permit shall not become effective until the permittee has compiled with the requirements of the conditions herein, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District accepts responsibility for operation and maintenance of the system. The permit may not be transferred to the operation and maintenance entity approved by the District accepts responsibility for operation and maintenance of the system. The permit may not be transferred to the operation and maintenance entity approved by the District until the operation phase of the permit becomes effective. Following Inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible operation and maintenance entity approved by the District, if different from the permittee. Until a transfer is approved by the District, the permittee with the terms of the permit.
- 16. Should any other regulatory agency require changes to the permitted system, the District shall be notified of the changes prior to implementation so that a determination can be made whether a permit modification is required.
- 17. This permit does not eliminate the necessity to obtain any required federal, state, local and special District authorizations including a determination of the proposed activities' compliance with the applicable comprehensive plan prior to the start of any activity approved by this permit.

### **ERP** General Conditions

Individual (Construction, Conceptual, Mifigation Banks), Standard General, Minor Systems Page 2 of 3

41.00-23(3/02 Reprint 3/02)

18. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40D-4 or Chapter 40D-40, F.A.C.

- 19. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
- 20. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.
- 21. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rule 40D-4.351, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
- 22. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with District rules, regulations and conditions of the permits.
- 23. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District and the Florida Department of State, Division of Historical Resources.
- 24. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

ERP General Conditions Individual (Construction, Conceptual, Mitigation Banks), Standard General, Minor Systems Page 3 of 3

41.00-23(3/02 Reprint 3/02)

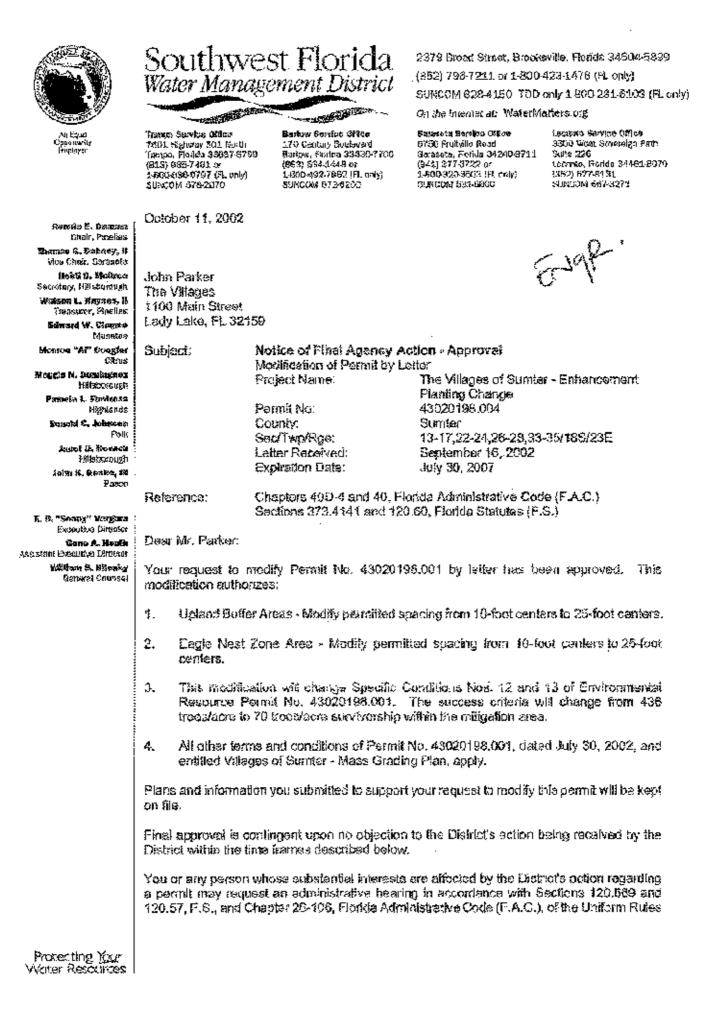
# VILLAGES OF LAKE-SUMTER MASS GRADING MODIFICATION NO. 43020198.004

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John Parker, The Villages Page 2 October 11, 2002

of Procedure. A request for hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's action, or proposed action, (2) state all malerial facts disputed by the person requesting the hearing or state that there are no disputed facts, and (3) otherwise comply with Chapter 26-106, F.A.C. Copies of Sections 28-106.201 and 28-106.301, F.A.C. are enclosed for your reference. A request for hearing must be filed with (received by) the Agency Clark of the District at the District's Brooksville address within 21 days of receipt of this notice. Receipt is deemed to be the fifth day after the date on which this notice is deposited in the United States mail. Failure to file a request for hearing within this time period shall constitute a walver of any right you or such person may have to request a hearing under Sections 120,568 and 120,57, F.S. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding the District's action in this matter is not available prior to the filing of a request for hearing.

Enclosed is a "Noticing Packet" that provides information regarding District Rule 40D-1.1010, F.A.C., which addresses the notification of persons whose substantial interests may be affected by the District's action in this matter. The packat contains guidelines on how to provide notice of the District's action, and a notice that you may use.

If you have questions regarding this letter modification, please contact Kenneth R. Barrett, P.E., at the Brooksville Service Office at extension 4320. For assistance with environmental concerns, please contact Chris M. Zajec, extension 4390.

Sincerely

A Paul Destrator, P.E., Director Brooksville Regulation Department

APD:KRB:kci Enclosure:

CC;

Noticing Packet (42.08-039) Sections 28-106.201 and 28-106.301, F.A.C. File of Record 43020198.004 Jan Modice, P.E., Modice & Associates, Inc.

### PROFESSIONAL CERTIFICATION FOR THE ENGINEERING EVALUATION REPORT

MSSW/ERP Permit Number	43020198.004
Oste Application Received:	September 16, 2002
Permittee's Name:	The Villages
Address:	1100 Main Street Ledy Lzka, FL 32159
Project Name:	The Villages of Sumfor - Enhoncoment Planting Change
Project Description:	Residential
Project Size:	92.08 Acres
Activity:	Construction
Section(s)/Township/Range:	13-17,22-24,25-28,33-35/185/235

THEREBY CERTIFY that the engineering features described in the referenced application to construct and/or operate a surface water management system associated with the indicated project have been evaluated regarding provision of reasonable assurance of compliance with Pari IV. Chapter 373, Florida Statutes, and Chapters 400-4, 460-40 or 480-400, Florida Administrative Code (F.A.C.), as applicable. There not evaluated and do not make any contributions as to other aspects of the proposal.

10/9/02 (Sanl)

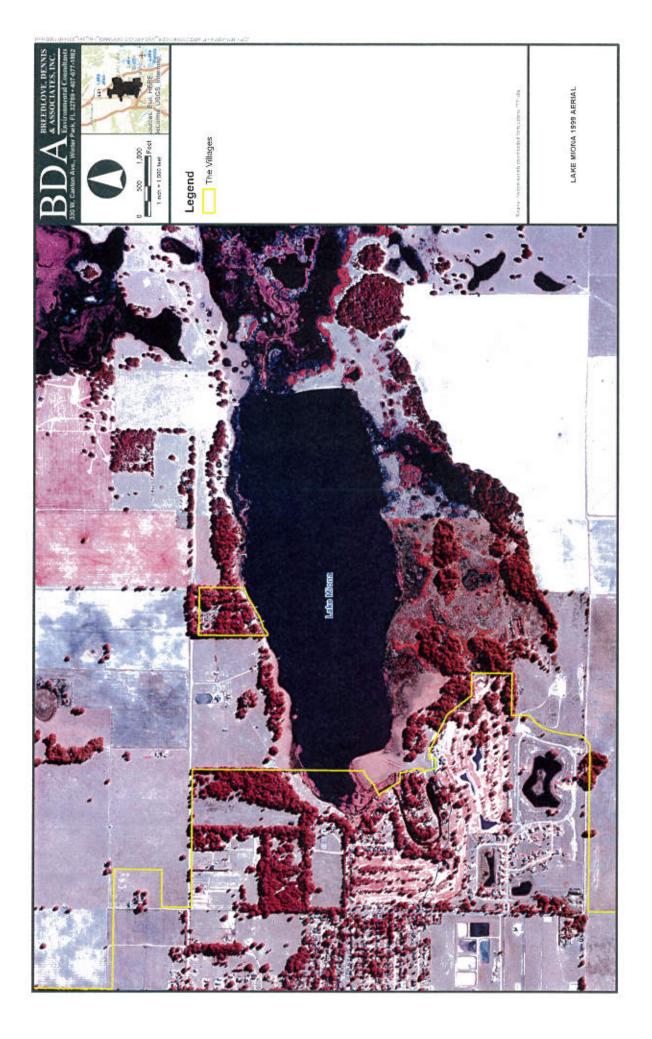
Kenneth R. Barrett, FCP.E. #30114 Drocksväle Regulation Department Southwest Florida Weter Management District

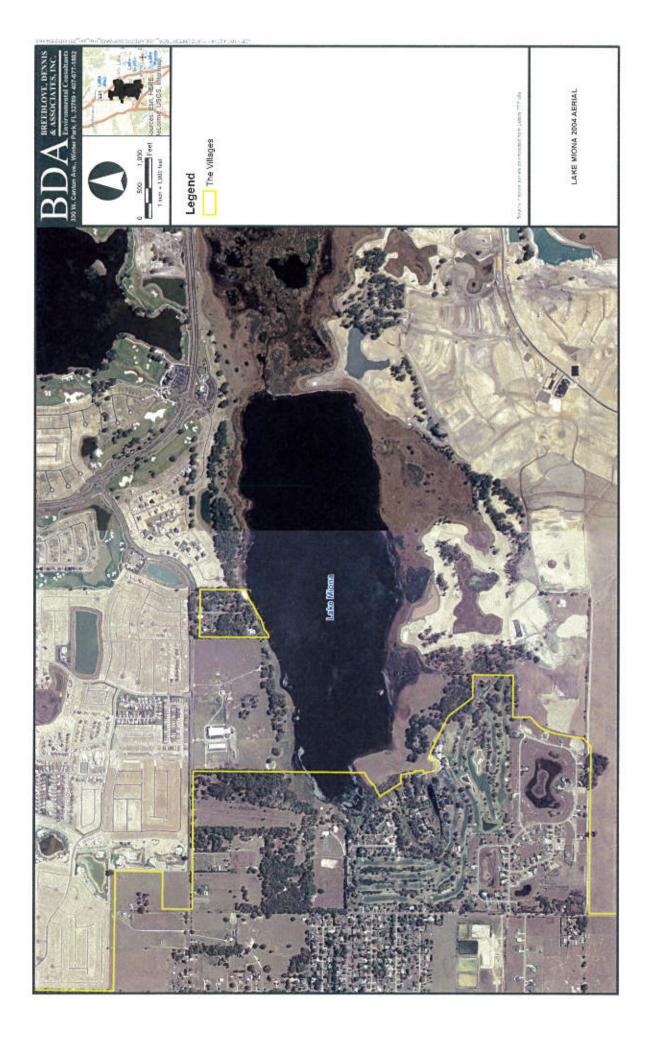
<sup>2</sup> When required by Saction 67G15-28.001(1), F.A.C., a professional engineer's seal, signature and data (i.e., "Professional Certification") means that the work indicated has been conducted under the responsible supervision, direction or centrol of a person licensed by the State to practice engineering, who by authority of their license is required to have some specialized knowledge of engineering. Professional Certification – te not a guaranty or warranty of fitness or suitability, either explicit or implied.

# HISTORIC PHOTOGRAPHY OF LAKE MIONA

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# **UPLAND BUFFER TREE MANAGEMENT PLAN**

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# MPA

MICHAEL FAFE & ASSOCIATES, PA

LAND PLANNING · SITE DESIGN · LANDSCAPE ARCHITECTURE

March 29, 2017

TO: Jeff Pardue

RE: Upland Buffer Tree Management Plan

Per your request, I am providing tree pruning recommendations to be included in the two management plans for the long-term maintenance of upland buffers relating to the championship golf courses as well as the additional upland buffer areas outside the golf areas. Picase review the following guidelines for tree pruning woody species 3" DBH and greater.

- I. There is very little to no impact on pruning the trees in these buffer areas as long as they are pruned correctly and by a professional. There are several objectives that should be taken into account prior to starting the tree canopy work, such as:
  - A. Reducing the potential for tree or branch failure.
  - B. Providing clearance.
  - C. Reducing shade and wind resistance.
  - D. Maintaining health.
  - E. Influencing flower or fruit productions.
  - F. Improving views.
  - G. Improving aesthetics.
- II. In order to accomplish the objectives listed above, the pruning process has several factors that must be followed or damage (sometimes irreversible) may occur.
  - A. Pruning Cuts

These are the most common of all cuts that will be made throughout the canopy cleanup process, but it is important to ensure all pruning cuts are done correctly. There is a three-step process to follow: The first cut is to be made within 12" of the branch collar on the underside of the limb. The second cut can be made 8"-10" on the down limb side to remove the limb. Once the limb is removed your last cut will be made at the branch collar ensuring there is a clean cut. If the branch collar is damaged or a "flush cut" is performed it can lead to discoloration and decay.

2351 S.E. 17<sup>™</sup> STREET OCALA, FLORIDA 34471 (352) 351-3500 FAX: (352) 351-5894 E-MAIL: mail@mpala.net

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### B. Reduction Cuts

These cuts usually involve removing large limbs back to a lateral and should be kept to a minimum on large trees. These cuts should only be done under the supervision of an ISA Certified Arborist.

### C. Heading Cuts

This involves removing limbs to a stub, bud, or lateral branch not large enough to assume the terminal role. Heading cuts area not recommended for this permit application.

### D. Crown Cleaning

This is an extremely important process in the aesthetic appearance of the tree and also improves the tree's health in certain cases. This process involves removal of dead, diseased, broken or weakly attached branches from the crown.

### E. Structural Pruning

This element of pruning is typically done on the smaller diameter trees (3''-10'') and is used to train or prune to promote good structure.

### F. Canopy Removal

This coincides with all the pruning points discussed so far, and throughout the course of the canopy clean-up work. At no point can there be more than 25% of the tree's canopy removed in one year. The major or large limbs should be removed minimally as they take a long time to heal on bigger trees.

III. The overall goal with pruting trees in the upland buffer area is to create aesthetically pleasing views along with providing canopy pruning that will benefit the overall health of the tree. This tree work should be conducted by an industry professional that has years of experience with this type of service. It is also recommended that this work is inspected on a daily and/or weekly basis by an ISA Certified Arborist to ensure the trees are being pruned correctly. If these steps are taken when pruning these trees, they will not only survive, but *thrive* in their new condition.

Sincerely William P. Needham, Jr

ISA Certified Arborist FL-5846A

# PHOTOGRAPH OF TRACKED MOWER

P3AdmintProjects/2005210/Bridgeport at Lake MionalManagement ClarkDraft Long Term Management Plan, Lake Miona.dnox



# WETLAND PHASE DELINEATION LAKE MIONA SHORELINE SUMTER COUNTY, FLORIDA

F:AdminWrojeets/2005210/Bridgeport at Lake MinnaManagement Pisn/Draft Long Tenu Management Plan\_Lake Miona,doox

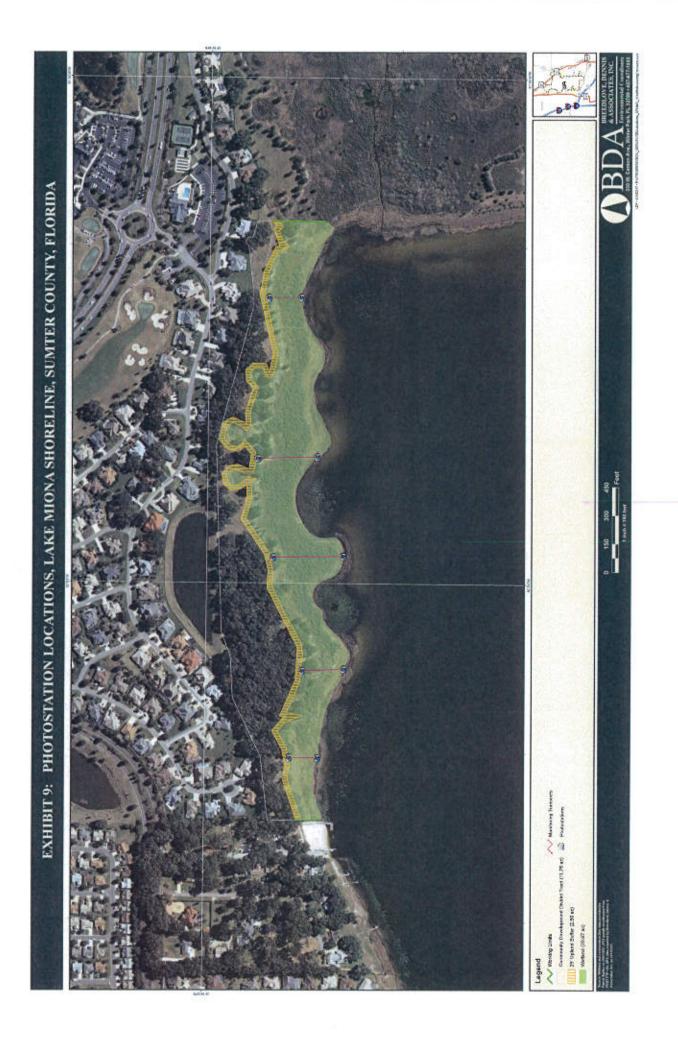


# PHOTOSTATION LOCATIONS LAKE MIONA SHORELINE SUMTER COUNTY, FLORIDA

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### DRAFT 4/17/17

### LONG TERM MANAGEMENT BRIDGEPORT AT LAKE MIONA

IMPLEMENTATION TASK	Units	Unit Price		Estimate	
Clear Woody Vegetation (Mechanical) <sup>1</sup>	18	\$	2,000.00	\$	36,000.00
Clear Woody Vegetation (Hand) <sup>1</sup>	10	\$	1,820.00	\$	18,200.00
Two Follow-up Herbicide Treatments	2	\$	3,450.00	\$	6,900.00
Bi-Monthly N/E Species Management (1yr)	6	\$	1,265.00	\$	7,590.00
Quarterly N/E Species Management (2yr)	8	\$	1,550.00	\$	12,400.00
VCDD Project Management (BDA)	32	\$	100.00	\$	3,200.00
Baseline Monitoring	1	\$	2,750.00	\$	2,750.00
Semi-Annual Monitoring, Annual Report	3	\$	3,750.00	\$	11,250.00
Tree Trimming	2	\$	1,820.00	\$	3,640.00
Implementation Estimate				\$	101,930.00
Supplement Sand Cordgrass in Buffer	1000	\$	3.80	\$	3,800.00

1 When conditions allow use of mechanical equipment



### AGENDA REQUEST

TO:	Project Wide Advisory Committee
FROM:	Jennifer McQueary, District Clerk
DATE:	6/5/2017

SUBJECT: Approval of the Minutes

**ISSUE:**Approval of the Minutes from the Meeting held on May 1, 2017

### **ANALYSIS/INFORMATION:**

Staff is requesting the Committee approve the Minutes from the Project Wide Advisory Committee Meeting held on May 1, 2017.

**<u>STAFF RECOMMENDATION</u>**: Staff recommends that the Committee approve the Minutes from the Project Wide Advisory Committee Meeting held on May 1, 2017.

**MOTION:** Motion to approve the Minutes from the Project Wide Advisory Committee Meeting held on May 1, 2017.

### **ATTACHMENTS:**

Description

**D** 5-1-=17

Type Cover Memo

### MINUTES OF MEETING PROJECT WIDE ADVISORY COMMITTEE

The Meeting of the Project Wide Advisory Committee was held on Monday, April 3, 2017 at 9:00 a.m. in the Large Conference Room of the District Office, 984 Old Mill Run, The Villages Florida, 32162.

Committee Members present and constituting a quorum:

Chairman (District 6)
Committee Member, Alternate (District 7)
Committee Member (District 5)
Committee Member, (District 8)
Committee Member (District 9)
Committee Member (District 10)

Staff Present:

Janet Tutt	District Manager
Sam Wartinbee	District Property Management Director
Barbara Kays	Budget Director
Brittany Wilson	Assistant to District Manager
Candice Lovett	Deputy District Clerk

### FIRST ORDER OF BUSINESS: Call to Order

A. Roll Call

Chairman Moeller called the meeting of the Project Wide Advisory Committee (PWAC) to order

at 9:01 a.m. and stated for the record that a representative from each District was in attendance.

B. Pledge of Allegiance

The Chairman led the Pledge of Allegiance.

C. Audience Comments

No audience comments were received.

*PWAC - Meeting Minutes May 1, 2017 Page 2* 

#### **CONSENT AGENDA:**

Chairman Moeller advised the Committee 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.

Supervisor Wiley requested that the Third Order of Business be pulled from the Consent Agenda.

**SECOND ORDER OF BUSINESS:** Approval of the Minutes

On MOTION by Chuck Wildzunas, seconded by Jerry Vicenti, with all in favor, the Committee approved the Minutes from the April 3, 2017 meeting.

## THIRD ORDER OF BUSINESS:

Agreement for Scheduled and Emergency Traffic Light Maintenance and Repair for Traffic Light at Colony Boulevard Multi-Modal Path Trail

Supervisor Wiley stated that he reviewed the Agreement for Services and found several items that he does not believe are in the best interest of the District:

- The emergency response time for the agreement is identified as five (5) days, but there is no required response time to the District for this very important part of infrastructure. The agreement does not state that if an issue occurs with the traffic signal that the contractor is required to be on-site within two (2) hours, four (4) hours, etc. and in reading the agreement the contractor could believe they have five (5) days to respond to an emergency, which could be a major issue at this location.
- According to the attachment in the agreement the monthly inspections are billed on an hourly basis but the agreement provides no fixed duration to accomplish the inspection.
- The performance bond requirement for the contract is only \$10,000 when the District expended \$250,000 to purchase and have the traffic signal installed.

Supervisor Wiley stated that the contract seems to benefit the contractor and could leave the District exposed.

Chairman Moeller inquired how this maintenance agreement compares to other maintenance agreements the District has for traffic signals. Janet Tutt, District Manager, stated that the District is responsible for only a few traffic signals, the majority fall under the purview of Sumter County. Sam Wartinbee, District Property Management (DPM) Director, advised that the Village Center Community Development District (VCCDD) Village of Spanish Springs (VOSS) Fund is responsible for the maintenance of the traffic signals in Spanish Springs and the Sumter Landing Community Development District (SLCDD) Lake Sumter Landing (LSL) Fund is responsible for the traffic signals in Lake Sumter Landing. Mr. Wartinbee clarified that the monthly maintenance cost is \$94, which is a fixed rate. The contractor has previously been very responsive when issues have occurred and in those instances the Colony Boulevard signal is programmed to go to the flashing mode.

Chairman Moeller requested that, in light of Supervisor Wiley's inquiries, that Staff complete a further review of the contract language. Ms. Tutt stated that Staff will complete the review, address Supervisor Wiley's concerns and bring the contract back to the Committee for approval.

#### FOURTH ORDER OF BUSINESS: Fiscal Year 2017/2018 Recommended Budget Packet

Barbara Kays, Budget Director, advised that the Fiscal Year 2017/2018 Recommended Budget and the Capital Improvement Plan (CIP) for the Project Wide Fund has been provided for the Committee. Ms. Kays provided an overview of the budget and highlighted the following line items: Revenues:

- Amendments to the District 9 and District 10 Right-of-Way Agreements with Sumter County have resulted in \$44,000 of increased revenue.
- District 12 has been added to the Project Wide Fund and their cost allocation is \$604,084 or 5.25% at this time.
- Staff is recommending a 3% increase to the cost allocations for the Districts and a usage of Working Capital in the amount of \$355,000 has been included.

#### *PWAC - Meeting Minutes May 1, 2017 Page 4*

Supervisor Wiley inquired what the increase to the cost allocation would be if the Committee chose not to utilize Working Capital. Ms. Kays advised the increase to the numbered Districts would have been closer to a 6%-7% increase without the usage of Working Capital.

Chairman Moeller stated that the Committee has to closely watch its reserve balances because a policy decision has been made that the Project Wide Fund would maintain the current \$2,112,220 and all other reserves would be maintained at the District level.

**Expenditures**:

- A 10% increase placeholder has been included for the Management Fee line item and a 5% increase for Technology Services. Once the cost allocation process has been completed in the late summer months, these line items will be adjusted.
- Landscape Maintenance Non-Recurring includes a \$280,845 increase for a total of \$450,000 to fund the replanting plan. However, due to the water restrictions a large amount of funds have not been expended. Any unexpended funds from the current fiscal year will be carried over to Fiscal Year 2017/2018.

Supervisor Wiley inquired why such a large increase was included. Mr. Wartinbee stated due to the lack of rainfall, the amount of irrigation to all District properties has been reduced to maintain compliance with its existing permits, which has resulted in the need to replace plant material. Ms. Tutt stated that the usage of Working Capital will allow the District to fund the major plant replacement without causing a spiked increase to the cost allocation percentages to the numbered Districts.

- Irrigation Repair includes a \$50,000 increase to address aging sprinkler heads that require replacement.
- Other Maintenance has an increase of \$628,000 or 26% which a large portion of is the result of the addition of District 12 project wide related maintenance.

Chairman Moeller stated the \$604,000 cost allocation from District 12 does not cover the \$628,000. Ms. Kays stated the entire \$628,000 increase is not the result of the addition of District 12 infrastructure and advised a detailed breakdown for each maintenance related line item has been provided for the Committee's review.

*PWAC - Meeting Minutes May 1, 2017 Page 5* 

Supervisor Wiley inquired if the substantial increase for preserve mowing is the result of the Lake Miona Conservation Easement maintenance. Mr. Wartinbee stated that no funds for maintenance of the conservation easement have been budgeted.

 A listing of the capital outlay projects in the amount of \$316,624 has been provided and identifies a large amount of fence replacement, the mill and overlay of Colony Boulevard and replacement of the Lake Sumter Landing flood control pump. Ms. Tutt stated the utilization of Working Capital is also providing the District the ability to complete the Capital Projects.

Working Capital and Reserve Balances:

- The Working Capital estimated balance for Fiscal Year 2017/2018 is \$3,881,912, which includes the usage of \$355,000.
- The General R&R balance remains at \$2,112,220.
- The funds budgeted in Fiscal Year 2015/2016 for the Morse Boulevard embankment project were not carried forward. Once a total cost is identified than those funds will need to be taken from either Working Capital or the General R&R.

Chairman Moeller requested a status update on the Morse Boulevard embankment project. Mr. Wartinbee stated the District has not yet received comments from the Army Corps of Engineers, the Department of Environmental Protection (DEP) or the Southwest Florida Water Management District (SWFWMD) so the final scope of work has not been able to be completed. The District is aware that the revetment project will require the replanting of approximately 50 trees around the water edge, which will require an additional permit. Staff is hopeful to receive all comments from the agencies within three (3) weeks, so that the Scope of Work can be completed and the solicitation be put out on the street. Ms. Tutt advised the 50 trees are smaller trees and will not result in a large expenditure.

Chairman Moeller inquired if the test results for the lime rock from District 12 have been received. Mr. Wartinbee stated the test results have not yet been received.

Chairman Moeller stated the initial estimate could result in a usage of 40-50% of the Project Wide Fund Working Capital/Reserve balances and consideration for funding will have to be made. Ms. Tutt stated although the funding of the reserves and Working Capital is a policy decision, Staff would recommend not proceeding until an actual project cost for the revetment project is received. Each numbered District has made the policy decision that reserves for major capital projects will not be kept

in the Project Wide Fund, and should the need for funds arise, the Committee would then make the request to each numbered District. Each numbered District has acceptable reserve balances.

Supervisor Hayes requested a historical overview of the numbered District assessment levels, which was provided by Ms. Kays. Ms. Kays advised that this is the first year that Staff has recommended including an increase to the project wide cost allocations. A discussion among the Committee and Staff occurred.

Chairman Moeller stated that once the actual cost of the Morse Boulevard embankment project is known the Committee can further discuss the level of reserves and if it will be necessary to request contributions from the individual numbered Districts. The Board concurred.

Supervisor Wiley stated in reviewing the 10 year Capital Improvement Plan (CIP) the Committee will need to consider future funding and possible increases.

Ms. Tutt stated that Staff is following the policy decisions made by the numbered District Boards that reserves would be held by the numbered Districts, which is why a 3% increase to the cost allocation and usage of Working Capital was utilized. If the Committee chooses to discuss the funding of the reserves, that discussion will have to occur with the numbered Districts. These discussions can occur at any time and do not need to be included as part of the budget discussion.

Supervisor Wiley stated that The Villages will continue to grow and items/issues will continue to have to be addressed and believes a policy discussion of how the Project Wide Fund budget and reserves will be addressed in the future should occur.

Ms. Kays advised that the Fiscal Year 2017/2018 Recommended Project Wide Fund Budget will be presented to the SLCDD Board at their June 1, 2017 meeting and finalized during the summer months prior to the SLCDD Board adopting the budget at their September 14, 2017 meeting. Ms. Tutt stated that Staff is requesting that the Committee recommend Staff present the recommended budget to the SLCDD Board.

On MOTION by Dennis Hayes, seconded by Steve Brown, with all in favor, the Committee recommended approval of the Fiscal Year 2017/2018 Project Wide Proposed Budget to the Sumter Landing Community Development District Board. *PWAC - Meeting Minutes May 1, 2017 Page 7* 

#### FIFTH ORDER OF BUSINESS: Discussion Item: Amendment to Resolution Establishing the Project Wide Advisory Committee

Ms. Tutt stated that Staff is requesting that the Committee recommend that the SLCDD Board adopt the Amendment to the Resolution Establishing the Project Wide Advisory Committee. Ms. Tutt advised that the language proposed by Supervisor Wiley at the April meeting was included.

Chairman Moeller inquired if any input was received as a result of the discussions held by the numbered District Boards that should be considered.

Supervisor Hayes stated there was a presumption among a District 8 Supervisor that the addition of the amenities could be overwhelming for the PWAC and a suggestion was made that consideration could be given to have the PWAC Alternate Member address the amenities related items and the Primary Member address the project wide related items; however, the overall response was that the Committee should be allowed to function as suggested and should a change need to be made it could occur at a later date.

On MOTION by Don Wiley, seconded by Steve Brown, with all in favor, the Committee recommended adoption of the Amendment to the Resolution Establishing the Project Wide Advisory Committee to the Sumter Landing Community Development District Board.

Ms. Tutt stated that the Resolution will be brought to the SLCDD Board at the May 18, 2017 meeting for formal adoption. Staff intends on providing a list of issues and topics that have been raised and will provide the Committee with a framework to address alternatives and options.

Supervisor Hayes inquired if a list of the amenity facilities that will fall under the purview of the PWAC, inclusive of the assessed value and year of construction, could be provided so that the Committee can review renew and replace items for the CIP. Ms. Tutt stated that Staff can provide a listing of the amenity facilities and advised that the Budget Department will begin to establish a CIP for the amenities recently purchased.

Chairman Moeller requested that Staff provide an overview of the facilities and what is necessary to maintain the facilities. Ms. Tutt stated that Staff will provide an overview once the budget process for Fiscal Year 2017/2018 budget process.

#### SIXTH ORDER OF BUSINESS: Status Update: Morse Boulevard Embankment Revetment Project

This item was previously addressed.

Phillip Wazel, District 5, inquired if different materials are being considered for the revetment project. Mr. Wartinbee stated the Engineers are proposing to use lime rock for the project. Currently tests are being conducted on the lime rock available in District 12 to confirm whether it is suitable for the project.

#### SEVENTH ORDER OF BUSINESS: Status Update: Lake Miona Conservation Update

Mr. Wartinbee stated that Staff has received a draft of the proposed management plan be prepared by Jeff Pardue of Breedlove, Dennis & Associates (BDA); however, because Mr. White, the resident spokesperson was not able to attend today's meeting, the review of the plan will be addressed at the June 5, 2017 meeting. Estimated costs will be provided but the actual cost will depend on what is approved by SWFWMD, the extent of the maintenance and the timing for maintenance.

#### EIGHTH ORDER OF BUSINESS: Staff Reports

Diane Tucker, Administrative Operations Manager, introduced Pam Hayes, the District's new Purchasing Director to the Committee. The Committee welcomed Ms. Hayes to the District.

#### NINTH ORDER OF BUSINESS: District Counsel Reports

District Counsel is not in attendance.

#### TENTH ORDER OF BUSINESS: Supervisor Comments

A. Vice Chairman Ruggeri: PWAC Consideration to have a Wayfinding Study completed

PWAC - Meeting Minutes May 1, 2017 Page 9

Supervisor Vicenti requested that this item be tabled.

## ELEVENTH ORDER OF BUSINESS: Adjourn

The meeting was adjourned at 10:20 a.m.

On MOTION by Chuck Wildzunas, seconded by Don Wiley, with all in favor, the Board adjourned the meeting.

Janet Y. Tutt Secretary Peter A. Moeller Chairman



## AGENDA REQUEST

SUBJECT:	Approval of award of Invitation to Bid (ITB) #17B-025 – Stack Block Wall Repairs on Tunnels B9, B10 and M6
DATE:	6/5/2017
FROM:	Pam Hayes, Purchasing Director; Mark LaRock, Purchasing/Buyer
TO:	Project Wide Advisory Committee

## **ISSUE:**

Approval of award of Invitation to Bid (ITB) #17B-025 – Stack Block Wall Repairs on Tunnels B9, B10 and M6 to the Sumter Landing Community Development District (SLCDD).

## **ANALYSIS/INFORMATION:**

On April 17, 2017 staff issued an Invitation to Bid for Stack Block Wall Repairs on Tunnels B9, B10 and M6. This project consists of MOT (maintenance of traffic) installation, site preparation, removal of failed stack block wall sections, installation and rework of footers, replacing stack block, re-grading of site and removal of MOT. Only one (1) contractor, (Five Star Landscaping & Irrigation, Inc. dba Five Star Construction) submitted a bid. Bid evaluation to determine the lowest responsive and responsible bidder included the bid price and reference checks which were all positive. Five Star Landscaping & Irrigation, Inc. dba Five Star Construction was determined to be the lowest, most responsive and responsible bid submitted (Exhibit A). The BID tabulation results are as follows:

Vendor	Combined BID Total
Five Star Landscaping & Irrigation, Inc. dba Five Star Construction	\$115,350.00

Due to the timing of the Sumter Landing Community Development District Board meeting held on Thursday, June 1, 2017 the Sumter Landing Community Development District Board approved the award of this bid, contingent upon recommend of award by the Committee at today's meeting.

### **BUDGET IMPACT**:

The total amount budgeted for work on these three tunnels is \$116,000.00. The actual lowest, most responsive and responsible combined bid total came in at \$115,350.00 (\$98,500.00 for Tunnel B9, \$7000.00 for Tunnel B10 and \$9850.00 for Tunnel M6). This correlates to a savings of \$650.00. Funds are available in the FY2016-17 budget.

#### **STAFF RECOMMENDATION:**

Staff requests the Committee's approval of the award made by the Sumter Landing Community Development District Board for Bid (ITB) #17B-025 – Stack Block Wall Repairs on Tunnels B9, B10 and M6 in the total amount of \$115,350.00 for the three tunnels to Five Star Landscaping & Irrigation, Inc. dba Five Star Construction .

#### **MOTION:**

Motion to approve the award made by the Sumter Landing Community Development District Board for Bid (ITB) #17B-025 – Stack Block Wall Repairs on Tunnels B9, B10 and M6 in the total amount of \$115,350.00 for the three tunnels to Five Star Landscaping & Irrigation, Inc. dba Five Star Construction.

### **ATTACHMENTS:**

	Description	Туре
D	Agreement	Exhibit
D	Pricing	Exhibit

## AGREEMENT FOR SERVICES BETWEEN SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT AND FIVE STAR LANDSCAPING & IRRIGATION, INC. dba FIVE STAR CONSTRUCTION FOR STACK BLOCK WALL REPAIRS ON TUNNELS B9, B10 AND M6

#### ITB #17B-025

THIS AGREEMENT is made this 1<sup>st</sup> day of June, 2017, by and between SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT (hereafter referred to as "District"), whose address is 984 Old Mill Run, The Villages, Florida 32162, and FIVE STAR LANDSCAPING & IRRIGATION, INC. dba FIVE STAR CONSTRUCTION (hereafter referred to as "Contractor"), whose address is 8484 CR127, Wildwood, Florida 34785.

#### RECITALS

WHEREAS, the DISTRICT owns or operates certain real property requiring stack block wall repair services and wishes to enter into an agreement with a party capable of providing such services; and

WHEREAS, Contractor provides said services and wishes to enter into a contract whereby the Contractor performs services for the District in consideration of payments from the District to the Contractor;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

- I. <u>Materials, Services and Labor</u>: That for and in consideration of the mutual promises and covenants hereinafter contained, together with the monetary considerations hereinafter recited, the CONTRACTOR shall furnish all labor, services and materials for the Stack Block Wall Repairs on Tunnels B9, B10 and M6, Invitation to Bid (BID) # 17B-025. All work and labor shall be done in accordance with the plans and specifications as provided to the Contractor for the BID and all incidental and necessary work thereto.
- II. <u>Agreement Price:</u> In consideration of the work, labor and services to be furnished by the CONTRACTOR, in accordance with said plans and specifications, the DISTRICT agrees to pay the CONTRACTOR, upon completion and acceptance thereof by the DISTRICT, the total Agreement price of One Hundred Fifteen Thousand Three Hundred Fifty Dollars and 00/100 (\$115,350.00) as evidenced by Exhibit "A" to this Agreement.

#### III. Agreement Documents:

- a. Invitation to Bid
- b. Instructions, Terms, and Conditions
- c. Bid Forms
- d. Bidder's Certification
- e. Statement of Terms and Conditions
- f. Drug Free Workplace Certificate
- g. Public Records Act/Chapter 119 Requirements
- h. Statement of Contractor's Experience, Equipment & Personnel
- i. E-Verify Contractor/Subcontractor Affidavit
- j. Scope of Work / Specifications
- k. Plans / Drawings
- I. Agreement
- m. Permits / Licenses
- n. All Addenda Issued Prior to Bid Opening Date

- o. All Modifications and Change Orders Issued
- p. Notice of Award / Notice to Proceed
- IV. <u>Insurance:</u> Before performing any contract work, the CONTRACTOR shall procure and maintain during the life of the contract the insurance listed below.
  - a. General Liability. Contractor shall obtain, and maintain throughout the life of the Agreement, General Liability Insurance in an amount no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage. Insurance shall protect the Contractor, sub consultants and subcontractors from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under the Agreement. District(s) shall be named as Additional Insured.
  - b. Automobile Liability Insurance covering all automobiles and trucks the Contractor may use in connection with this BID. The limit of liability for this coverage shall be a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. This is to include owned, hired, and non-owned vehicles. District(s) shall be named as Additional Insured.
  - c. Excess Liability Insurance (Umbrella Policy) may compensate for a deficiency in general liability or automobile insurance coverage limits.
  - d. Waiver of Subrogation: By entering into any contract as a result of this BID, Contractor agrees to a Waiver of Subrogation for each policy required above.
  - e. Workers' Compensation Insurance, as required by the State of Florida. As required by the State of Florida. Contractor and any sub consultants or subcontractors shall comply fully with the Florida Worker's Compensation Law. Contractor must provide certificate of insurance showing Worker's Compensation coverage.
  - f. Certificate(s) shall be dated and show:
    - i. The name of the insured Contractor, the specified job by name and/or BID number, the name of the insurer, the number of the policy, its effective date and its termination date.
    - ii. Statement that the insurer will mail notice to the District at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
    - iii. Subrogation of Waiver clause.
    - iv. The Villages Community Development District and any other governmental agencies using this agreement in cooperation with the District shall be a named additional insured on Public Liability Insurance and Automobile Liability Insurance.
    - v. The Contractor shall require of each its sub consultants and/or subcontractors to procure and maintain during the life of its subcontract, insurance of the type specified above or insure the activities of its sub consultants and/or subcontractors in its policy as described above.
    - vi. All insurance policies shall be written on companies authorized to do business in the State of Florida.
- V. <u>Contractor's Affidavit</u>: When all work contemplated by the Contract has been completed, inspected and approved by the DISTRICT, the CONTRACTOR shall furnish to the DISTRICT the CONTRACTOR's affidavit as required by the Construction Lien Law, Florida Statutes Ch. 713. Signed Release of Lien may also be required by the DISTRICT at its option.

# Stack Block Wall Repairs on Tunnels B9, B10 and M6

- VI. <u>Warranty</u>: The CONTRACTOR warrants to the DISTRICT that all materials and equipment furnished under the contract will be of good quality and new, unless otherwise required or permitted by the Contract Documents, that the work will be free from defects not inherent in the quality required or permitted, and the work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. The CONTRACTOR's warranty excludes remedy for damage or defect cause by abuse or modifications not executed the CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.
  - a. All labor and materials shall be under CONTRACTOR warranty for a period of one (1) year. Such warranty period shall be begin on the date of the final payment to CONTRACTOR by the DISTRICT is issued.
- VII. <u>Correction of Work:</u> The CONTRACTOR shall promptly correct or replace work rejected by the DISTRICT or work failing to conform to the requirements of the Contract Documents, whether observed before or after acceptance by the DISTRICT and whether or not fabricated, installed or completed. The CONTRACTOR shall bear costs of correcting such rejected work, including additional testing and inspections and any compensation for the services and expenses made necessary thereby. If within one (1) year after the date of acceptance any of the work is found to be not in accordance with the requirements of the Construction Documents, the CONTRACTOR shall correct it promptly after receipt of written notice from the DISTRICT to do so unless the DISTRICT has previously given the CONTRACTOR a written acceptance of such condition. The obligation under this paragraph shall survive the termination of this contract. The DISTRICT shall give such notice promptly after discovery of the condition.
- VIII. <u>Payment:</u> Upon certification and approval by the DISTRICT, payment may be made to the CONTRACTOR upon CONTRACTOR's application for all services or work completed or materials furnished in accordance with the Contract. CONTRACTOR shall submit all application for payments by the first of the month for services provided the preceding month. All pay requests shall be submitted to the DISTRICT on an AIA Document G702 "Application and Certificate for Payment" (or equivalent). All applications for payment must be submitted to the DISTRICT's representative for Certification and must be delivered to:

Village Center Community Development District Attn: Sam Wartinbee 984 Old Mill Run The Villages, Florida 32162

Copy To: VCCDD Purchasing Department 940 Lakeshore Drive, Suite 200 The Villages, FL 32162

Payment by the DISTRICT will made no later than twenty-five (25) business days after the Application and Certificate for Payment (AIA Document G702) has been certified by the DISTRICT representative, per the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218.735.

If payment is not made by the DISTRICT to the CONTRACTOR within forty-five (45) days, CONTRACTOR may assess a late charge for the lesser of 1% per month, or the maximum rate permitted by law.

Payments shall be made pursuant to Section 218.70, Florida Statutes, the Prompt Payment Act, and all District policies promulgated thereby.

- IX. <u>Time for Performance:</u> Time is of the essence in the performance of this Contract. The CONTRACTOR specifically agrees that he will commence operations on the date specified in the Notice to Proceed and that all work to be performed under the provisions of this Contract shall be completed within 45 days, subject only to delays caused through no fault of the CONTRACTOR.
- X. Indemnification: To the fullest extent permitted by Florida Statute 725.06, Contractor shall indemnify and hold harmless the District and the officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolutions costs) arising out of or relating to the performance of the work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work or anyone for whose acts any of them may be liable. The monetary limitation on the extent of the indemnification by contractor shall be \$1 million dollars per occurrence.
- XI. <u>Changes:</u> No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by the parties hereto. In the event of any disagreement as to the provisions of this Contract with the plans and specifications that are made a part hereof by reference, the Contract shall prevail.
- XII. Liquidated Damages: The parties to this Agreement agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the DISTRICT for delay in the completion of the work provided for herein would be difficult to ascertain. Accordingly, the parties to the Agreement agree that the liquidated damages for each and every day that the time consumed in completing the work provided for in these Agreement Documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty.

The amount(s) of liquidated damages caused by the CONTRACTOR's delay will be deducted and retained out of the monies payable to the CONTRACTOR. If not so deducted, the CONTRACTOR and sureties for the CONTRACTOR shall be liable therefore.

The amount of liquidated damages to be assessed for each calendar day that final completion is delayed beyond the required date of completion per Paragraph IX of this Agreement shall be Two Hundred and 00/100 Dollars (\$200.00) per day.

#### XIII. Self Help By District

a. Within three (3) calendar days (72 hours) after being notified by DISTRICT in writing of defective or unacceptable work, if the CONTRACTOR fails to correct such work, DISTRICT may cause the unacceptable or defective work to be corrected. If the DISTRICT corrects the work, the DISTRICT shall be entitled to deduct from any monies due, or which may become due to CONTRACTOR, the reasonable cost of remedying the defective or unacceptable work. Provided, however, if the corrective work cannot reasonably be completed within such three (3) day period, and the CONTRACTOR immediately begins corrective work, and DISTRICT reasonably determines that the CONTRACTOR is diligently pursuing the completion of such corrective work, DISTRICT agrees to allow CONTRACTOR to complete correction of the defective or unacceptable work. In addition, if the CONTRACTOR, for any reason, fails to perform any portion of the services required by the CONTRACTOR pursuant to this Agreement,

the DISTRICT shall be entitled to deduct from any monies due or which may become due to CONTRACTOR the actual expenditures that are necessary to complete the services not performed.

- b. All costs and expenses incurred by DISTRICT pursuant to this section shall be deducted from monies due, or which may become due to CONTRACTOR for its obligations herein.
- c. The provisions of this paragraph are cumulative to all other provisions of the Agreement and it is not intended that any deductions in payment taken pursuant to this paragraph shall diminish or waive DISTRICT's right to declare the CONTRACTOR in default in accordance with applicable provisions of the Agreement.

#### XIV. Termination By The District

a. The performance of work under this Agreement may be terminated by DISTRICT in accordance with this clause in whole or from time to time in part, whenever DISTRICT determines that CONTRACTOR is in default of the terms of this Agreement. Any such termination shall be effected by delivery to CONTRACTOR a Notice of Termination specifying the extent to which performance or work under the Agreement is terminated, and the date the termination becomes effective.

b. After receipt of a Notice of Termination, and except as otherwise directed, CONTRACTOR shall:

c. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.

d. Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portions of work under this Agreement.

e. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

f. Settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, and request the approval or ratification by the DISTRICT to the extent CONTRACTOR may require, which approval or ratification shall be final for all purposes of this clause.

g. Continue to perform under the terms of the Agreement as to that portion of the work not terminated by the Notice of Termination.

h. After receipt of a Notice of Termination, CONTRACTOR shall submit to DISTRICT CONTRACTOR's termination claim in satisfactory form. Such claim shall be submitted promptly, but in no event later than one month from the effective date of termination unless one or more extensions in writing are granted by DISTRICT. No claim will be allowed for any expense incurred by CONTRACTOR to after the receipt of the Notice of Termination and CONTRACTOR shall be deemed to waive any right to any further compensation.

i. CONTRACTOR and DISTRICT may agree upon the whole or any part of the amount or amounts to be paid to CONTRACTOR by reason of the total or partial termination of work pursuant to this clause, provided that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total Agreement price as reduced by the expenditures necessary to complete the job covered by this Agreement.

j. DISTRICT may, for any reason, terminate performance under this Agreement by the CONTRACTOR for convenience upon thirty (30) days written notice. DISTRICT will not be held

responsible for any loss incurred by CONTRACTOR as a result of DISTRICT's election to terminate this Agreement pursuant to this paragraph.

#### XV. General Conditions:

- a. The CONTRACTOR shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from CONTRACTOR's operations, including site cleanup and policing on a daily basis. The CONTRACTOR shall remove or contract for the removal of debris and refuse in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. The CONTRACTOR shall ensure that all handling and disposal of refuse materials performed pursuant to this agreement is performed in compliance with all local, state and federal regulations. The CONTRACTOR shall provide CONTRACTOR's own dumpster(s) for the storage of such material, which shall be located in approved areas designated by the DISTRICT. The use of DISTRICT's dumpster(s) for any refuse disposal by the CONTRACTOR is strictly prohibited.
- b. All CONTRACTOR and Sub-Contractor personnel shall wear personal protective equipment in the performance of their duties to include safety vests, protective eye wear or face shields, respiratory protection as necessary, gloves and protective clothing.
- c. CONTRACTOR shall be responsible for adhering to all local, state and federal safety guidelines and observe all safety precautions when performing services on DISTRICT property, roadways and right-of-ways to include safe location of parked vehicles, signage, use of safety cones, flag personnel as necessary, use of safety vests on all personnel and vehicles which are clearly identifiable as belonging to the CONTRACTOR.
- d. CONTRACTOR acknowledges that the public may associate the CONTRACTOR as an employee of the DISTRICT while the CONTRACTOR performs services on the DISTRICT's property. CONTRACTOR agrees to conduct its services and supervise its employees in a way not detrimental to the DISTRICT's business operation.
- e. CONTRACTOR shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.
- f. The obligations of the Contractors under this agreement may not be delegated without the prior written consent of the DISTRICT. The DISTRICT may freely assign this Agreement to any entity acquiring the real estate which is subject to this Agreement.
- g. In the event of default by any party to this Agreement, the prevailing party shall be entitled to recover from the defaulting party, all costs and expenses, including a reasonable attorney's fee, whether suit be instituted or not, and at the trial court and appellate court level incurred by the prevailing party enforcing its right hereunder.

The venue for the enforcement, construction or interpretation of this agreement, shall be the County or Circuit Court for Sumter County, Florida, and CONTRACTOR does hereby specifically waive any "venue privilege" and/or "diversity of citizenship privilege" which it has now, or may have in the future, in connection with the agreement, or its duties, obligations, or responsibilities or rights hereunder.

h. CONTRACTOR shall not be construed to be the agent, servant or employee of the DISTRICT or of any elected or appointed official thereof, for any purpose whatsoever, and further CONTRACTOR shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or on a tort, as the agent, servant or employee of the DISTRICT.

- i. These Contract Documents constitute the entire understanding and Agreement between the Parties and supersedes any and all written and oral representations, statements, negotiations, or contracts previously existing between the Parties with respect to the subject matters of this Agreement. The CONTRACTOR recognizes that any representations, statements, or negotiations made by DISTRICT staff do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing and signed by an authorized DISTRICT representative. This Agreement shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.
- j. No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
- XVI. Contractor's Representations: CONTRACTOR makes the following representations:
  - a. CONTRACTOR has familiarized himself with the nature and extent of the Contract documents, work, locality, and all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.
  - b. CONTRACTOR declares that he has visited and examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the plans for the work and other Contract Documents relative thereto and has read all the addenda furnished prior to the bid, and that CONTRACTOR has satisfied himself relative to the work to be performed.
  - c. CONTRACTOR has investigated and is fully informed of the construction and labor conditions, of obstructions to be encountered, of the character, quality and quantities of work to be performed, materials to be furnished, and requirements of the plans and other Contract Documents.
  - d. CONTRACTOR has given the DISTRICT written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents.
  - e. CONTRACTOR declares that submission of a bid for the work constitutes an incontrovertible representation that the CONTRACTOR has complied with every requirement of this Section, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
  - f. Equal Opportunity: CONTRACTOR assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.
  - g. E-Verification: As per the Immigration and Nationality Act of 1952 (INA), Immigration Reform and Control Act of 1986 (IRCA) and State of Florida Executive Order Number 11-116, the CONTRACTOR identified in this Agreement shall utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the Agreement term by the CONTRACTOR to perform employment duties pursuant to the Agreement, within Florida; and all persons, including subcontractors, assigned by the CONTRACTOR to perform work pursuant to the Agreement with the DISTRICT. (<u>http://www.uscis.gov/e-verify</u>) Additionally, the CONTRACTOR shall include a provision in all subcontracts that requires all

subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the Agreement term by the CONTRACTOR to perform work or provide services pursuant to this Agreement with the DISTRICT. It is understood that the DISTRICT will not be responsible for any violations of Federal law and the CONTRACTOR, solely, will be responsible and liable for any violations and or penalties associated with such violation.

- h. Public Entity Crimes: In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal/bid on a contract/agreement with a public entity for the construction or repair of a public building or public work, may not submit proposals/bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. CONTRACTOR affirmatively represents that neither it or its owners, sub-contractor or sub-subcontractor are nor will be on the convicted vendor list during the term of this Agreement.
- i. Public Records Act/Chapter 119 Requirements: The District is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:
  - 1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service;
  - Provide the agency access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statues or as otherwise provided by law;
  - 3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
  - 4. Meet all requirements for retaining public records and transfers to the District, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the District in a format that is compatible with the current information technology systems of the District.

# IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

# JENNIFER MCQUEARY, DISTRICT CLERK 984 OLD MILL RUN, THE VILLAGES FL 32162

PHONE: 352-751-3939 EMAIL: jennifer.mcqueary@districtgov.org

# Stack Block Wall Repairs on Tunnels B9, B10 and M6

**IN WITNESS WHEREOF,** said DISTRICT has caused this contract to be executed in its name by the Chairman of the SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT, attested by the clerk of said DISTRICT, and FIVE STAR LANDSCAPING & IRRIGATION, INC. dba FIVE STAR CONSTRUCTION has caused this Agreement to be executed in its name by its authorized representative, attested to and has caused the seal of said corporation to be hereto attached (if applicable), all on the day and year written above.

SUMTER LANDING COMMUNITY	FIVE STAR LANDSCAPING & IRRIGATION, INC. dba FIVE STAR CONSTRUCTION	
DEVELOPMENT DISTRICT		
Ву:	Ву:	
Print Name	Print Name	
Print Title	Print Title	
Date	Date	
Attest	Attest	

#### COMBINED BID FORM for Tunnels B9, B10 and M6

#### BID #17B-025

#### SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

Stack Block Wall Repairs on Tunnels B9, B10 and M6

ITEMIZED DESCRIPTION of Project	QUANTITY	PRICE
Stack Block Work (to include labor for stack block removal and replacement)	1 LS	\$83,500.00
Footer Install and Rework (to include compaction)	1 LS	\$7500.00
Materials (Geogrid, Mirfi Fabric, gravel, concrete, etc.)	1 LS	\$6250.00
Regrade Areas and Re- Position Irrigation	1 LS	\$2500.00
Maintenance of Traffic (MOT)	1 LS	\$15,600.00
COMBINED BID GRA	\$115,350.00	

#### COMBINED BID GRAND TOTAL

\$ One hundred fifteen thousand three hundred fifty 200/100 dollars (WRITTEN)

#### NOTE(S):

 Bid price shall include all labor, tools, equipment, fuel, and materials needed to complete the project per specifications. Bid will be awarded to one Contractor based on the lowest responsible and responsive Bidder. The <u>Combined Bid Grand Total</u> is the only pricing that shall be utilized for bid award.

- When completing your bid, do not attach any forms which may contain terms and conditions that conflict with
  those listed in the District's bid documents. Inclusion of additional terms and conditions such as those which
  may be on your company's standard forms may result in your bid being declared non-responsive.
- All price information to be used in the Bid review must be on this Bid form.
- District reserves the right to adjust any quantity upward or downward as may be warranted or necessary.

"The undersigned, as Bidder, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the BID and Specifications for the work and comments hereto attached. The Bidder agrees, if this Bid is accepted, to contract with the Sumter Landing Community Development District in the form of a Purchase Order, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the Bid and Contract Documents for this Project. The Bidder agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

Bidder agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this Bid.

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	Au	uth	ori	zed	Agen	t Nai	me.	Title	(Print)

5-16-17 Authorized Signature Date

Name of Proponent's Firm:

Five Star Landscaping & Irrigation. Inc.

# **EXHIBIT "A"**

This document must be completed and returned with your Submittal

#### COMBINED BID FORM for Tunnels B9, B10 and M6

#### BID #17B-025

#### SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

#### Stack Block Wall Repairs on Tunnels B9, B10 and M6

ITEMIZED DESCRIPTION of Project	QUANTITY	PRICE
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COMBINED BID GRA	\$115,350.00	

COMBINED BID GRAND TOTAL

\$ Ope hundred fifteen thousand three hundred fifty 200/100 dollars (WRITTEN)

NOTE(S):

• Bid price shall include all labor, tools, equipment, fuel, and materials needed to complete the project per specifications. Bid will be awarded to one Contractor based on the lowest responsible and responsive Bidder. The <u>Combined Bid Grand Total</u> is the only pricing that shall be utilized for bid award.

- When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the District's bid documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your bid being declared non-responsive.
- All price information to be used in the Bid review must be on this Bid form.
- District reserves the right to adjust any quantity upward or downward as may be warranted or necessary.

"The undersigned, as Bidder, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the BID and Specifications for the work and comments hereto Bidder this Bid attached. The agrees, if is accepted, to contract with the Sumter Landing Community Development District in the form of a Purchase Order, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the Bid and Contract Documents for this Project. The Bidder agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

Bidder agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this Bid.

Lob Kichardson, President Authorized Agent Name, Title (Print) 5-16-17 Date

Authorized Signature

Name of Proponent's Firm:

Five Star Landscaping & Irrigation. Inc.

# EXHIBIT "A"

This document must be completed and returned with your Submittal



## AGENDA REQUEST

SUBJECT:	<b>PWAC Amenity Responsibilities</b>
DATE:	6/5/2017
FROM:	Janet Y. Tutt, District Manager
TO:	Project Wide Advisory Committee

**ISSUE:**Review and discussion of Resolution 17-11 providing for the Project Wide Advisory Committee additional responsibilities for Sumter Landing amenities.

## **ANALYSIS/INFORMATION:**

During its May meeting, the Sumter Landing Community Development District (SLCDD) adopted Resolution 17-11 (attached) providing for the Project Wide Advisory Committee (PWAC) additional responsibilities.

During the course of time since the SLCDD first discussed and agreed to the PWAC taking on an additional role, a number of questions, opportunities, challenges, and logistical issues were raised. Now that the Resolution has been approved, the Committee is now at the point of addressing various procedural items that will allow you to move forward with your new responsibilities. I would suggest to you that not everything needs to be addressed at once or immediately. When the Recreation Advisory Committee was first established by the Village Center Community Development District, and then its successor, the Amenity Authority Committee (AAC), there was a transition time, changes to logistics, a period of gelling and some procedural changes over the course of months.

Listed below is a proposed framework for discussion at your June 5<sup>th</sup> meeting. Your direction regarding these items, and those you will no doubt develop during the meeting, will help staff provide what you need over the coming months as you move forward.

While the logistics of meeting times, dates, duration, and resident input are logistical and important considerations, the basic foundation for the PWAC is to first become familiar with the Sumter Landing Amenity Division (SLAD) from both an operational and fiscal perspective. To this end, I am recommending that prior to beginning your work as a committee taking on your responsibilities, that we first provide a SLAD Primer.

To accomplish this, I am respectfully requesting you establish two workshops:

1. An operational overview of amenity services provided by the SLCDD.

2. A fiscal overview of the SLAD Fund (SLADF) and introduction to the proposed budget for FY2017/18.

The conference room has been reserved for July 10<sup>th</sup> and July 17<sup>th</sup> at 9:00 a.m., both days, for the workshops. Please check your availability for these dates. If there is a conflict with your schedule, please advise Jennifer as soon as possible in advance of the June 5, 2017 meeting and we can explore additional dates.

It is also suggested that the PWAC Supervisors' alternate be invited to attend the two workshops to familiarize themselves with the Amenity services/policies/procedures. While the meeting is open to all supervisors, and of course the public, it will be the PWAC members/Alternates making the decisions and voting.

## LOGISTICAL ISSUES:

#### **Date and Times of Meetings**

The decision regarding date and times of meetings, of course, will need to consider a number of factors: Meeting notices, time expended by PWAC members, timing of meeting before SLCDD meeting, resident convenience, adequate deliberation time for issues, etc.

It is staff's recommendation that, during the infancy of providing for your responsibilities for both the Project Wide Fund (PWF) and SLADF, two separate meetings are held: Keeping the first Monday of the month for PWF and the second Monday of the month for SLADF. This will allow for separate agendas/duties/responsibilities, no confusion for residents as to purpose of meetings, and time consideration for residents holding meetings the same day or concurrently.

Please note we are aware there are benefits to holding the SLADF business of the agenda the same day as the PWF portion of the agenda. While the current PWAC meetings normally conclude within an hour, large resident attendance regarding specific agenda issues or unexpected issues have periodically resulted in longer meetings. If there are residents attending for amenity related issues, separating the agendas/dates would eliminate the resident wait time for an agenda item. However, it is understood and one could argue that PWAC issues affect all residents receiving Amenity services in the SLCDD service area (similar to Lady Lake/Lake County maintenance issues which are part of the AAC meetings). In addition, as many government bodies do so, new items brought up by residents can be deferred to the following month after it is placed on the agenda which often times reduces the amount of time needed for the issue. The PWAC can also determine that the meetings will be held the same day: i.e., 9:00 a.m. for PWF and 10:30 for SLADF.

There are, of course, unknowns related to time and complexity. There is no question that there will be a learning curve pertaining to the Amenity related items you may encounter. It is for these reasons that beginning with two meetings may give you the comfort level to take the time to address both Funds and after a period of time perhaps revisit your schedule.

Once you have determined a meeting date and time, we will begin your formal PWAC SLADF meeting in August. We will schedule an additional FY2017-18 budget review for that meeting.

**<u>STAFF RECOMMENDATION</u>**: Should you have additional topics or items you wish to discuss during your June meeting pertaining to PWAC's responsibilities, logistics, concerns, etc., please let me know and we will include for discussion.

## **MOTION:**

# **ATTACHMENTS:**

Description

**D** SLCDD Resolution 17-11

Type Cover Memo

#### **RESOLUTION NO. 17-11**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT, FLORIDA; PROVIDING FOR ADDITIONAL PURPOSE AND FUNCTIONS OF THE PROJECT WIDE ADVISORY COMMITTEE; PROVIDING FOR AN ADDITIONAL PROJECT WIDE ADVISORY COMMITTEE MEMBER; PROVIDING FOR COMPLIANCE WITH APPLICABLE LAWS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Sumter Landing Community Development District ("SLCDD") and Village Community Development Districts Numbers 5, 6, 7, 8, 9, and 10 have entered into a Second Amended and Restated Interlocal Governmental Agreement For Maintenance of Project Wide Improvements on May 1, 2010, which the Brownwood Community Development District became a party to via Joinder and Consent executed on September 20, 2012, and Village Community Development District 11 became a party through a Joinder and Consent Agreement on March 11, 2015, to provide funding and maintenance for certain defined common areas as provided for in Exhibit "A" of the Interlocal Agreement of general benefit to all resident and users of said common areas ("Project Wide Improvements"); and

**WHEREAS**, the Interlocal Agreement provides that SLCDD shall coordinate and supervise the maintenance of the Project Wide Improvements; and

WHEREAS, an advisory committee can provide an important communication link between governmental agencies, the public and the Sumter Landing Community Development District Board of Supervisors ("Board") and can lead to improved service and decision making; and

**WHEREAS**, the Board established a Project Wide Advisory Committee ("PWAC") to provide input, explore issues and provide advice and recommendations to Board on issues related to its aforementioned contractual obligations set forth in the Interlocal Agreement; and

**WHEREAS**, the Board now wishes the PWAC to provide input, explore issues and provide advice and recommendations to Board on issues related to Amenity fees to include but are not limited to policies, procedures, and budgets; and

**WHEREAS**, the Board now wishes to include Village Community Development District 11 as a member of the PWAC; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Supervisors of the Sumter Landing Community Development District, Florida:

## 1. Purpose of the PWAC:

The purpose of the PWAC as provided for in Resolution 13-05 is now expanded to provide input, explore issues and provide advice and recommendations to the Board on issues related to the SLCDD owned Amenity Facilities.

#### 2. The PWAC shall have the following additional powers, duties and responsibilities:

- a. Establishing the Sumter Landing Amenity Division budget and determining expenditures of all non-bond and Villages Public Safety Department required Amenity Funds, review budget to actual statements and review and recommend all capital expenditures through the budget process or outside the budget process as the need develops.
- b. Approve solicitation of and then review and recommend contract renewals and bid and proposal awards to the Board.
- c. Explore significant and important issues as they arise, develop a plan of action and take the necessary steps to address them.
- d. Rate setting of Amenity Facility user fees to the extent permissible under the Declaration of Restrictions.
- e. Operational control over Amenity Facilities and services but may not interfere with the day-to-day operation of the Amenity Facilities.
- f. Establishing from time-to-time a maximum Amenity Fee for the SLCDD owned Amenity Fees such that increases in Amenity Fees whether by Consumer Price Index, resale of a home or otherwise will not result in an Amenity Fee owned by the SLCDD having to pay in excess of such maximum amount.
- g. To appoint advisory, administrative or operation subcommittees and to work cooperatively with the Village Center Community Development District Amenity Authority Committee in the exercise and performance of the duties provided for under this Resolution to guarantee policies and procedures are consistent.
- h. To do all acts and things necessary or convenient for the conduct of its business in order to carry out the duties provided in the Resolution.
- i. Perform any other duties as assigned by the SLCDD pertaining to the budgeting of the Amenity funds and operations of the Amenity Facilities.

#### 3. Implementation of PWAC Decisions:

Since the PWAC is a committee of SLCDD and not a separate legal entity, at the SLCDD meeting following each PWAC meeting, SLCDD's intent is to enact, adopt or put into place those rules, policies, procedures and other actions of the PWAC within the scope of powers and limitations set forth in this Resolution and to approve and enter into those contracts and disburse those funds necessary and proper to implement the actions of the PWAC. Should the SLCDD not agree with the PWAC recommendations and if a delay will not adversely affect the Amenity Fund or operations, a joint meeting shall be scheduled between SLCDD and PWAC to discuss the Amenity recommendation prior to final action of the SLCDD.

### 4. Limitations on PWAC Actions:

- a. All actions of the PWAC shall comply with the terms, provisions, covenants, representations, and warranties described in the Bond Documents. In no event shall a PWAC action cause a violation of the terms, provisions or covenants of the Bond Documents or cause any representation or warranty described in the Bond Documents to become untrue.
- b. All actions of the PWAC shall be subject and in compliance with the terms and provisions of the various Declarations of Restrictions which provide for the Amenity Fee each resident in the SLCDD service territory is obligated to pay.
- c. All actions of PWAC shall be subject to and in compliance with local, state and federal law and regulations including, but not limited to Florida Statutes.
- d. In no event shall an act of the PWAC result in reduction in services provided in exchange for the Amenity Fee.
- e. In no event shall the PWAC exercise any powers over fire services, or funds related to fire services, or setting or allocating management fees charged by Village Center Community Development District or any other facility or activity unrelated to the operation of Amenity Facilities or Amenity Fees.
- f. To continue to provide a seamless community, all policies, procedures, fees and services relating to Amenity Fees and Amenity Services provided to residents by The Village Center Community Development District and SLCDD shall be identical. It is understood that the Amenity Fee rate applicable throughout the SLCDD Service Territory varies and nothing contained herein shall be construed to mandate a uniform Amenity Fee.

g. In no event shall any action by PWAC result in residents of The Villages outside the SLCDD Service Territory being treated differently than residents within the SLCDD Service Territory.

## 5. Expansion of PWAC Members:

The PWAC, established under Resolution 13-05, consisted of up to seven (7) members. Each of the Village Community Development Districts (CDDs) Number 5 through 10 and the Brownwood Community Development District were requested to provide a Supervisor from that District to serve on the PWAC. Each of the CDDs participating on the PWAC were also requested to appoint an alternate member to serve and attend meetings when that District's Supervisor member cannot attend a meeting. Since Resolution 13-05 was established, Village Community Development District (CDD) 11 has been established. The PWAC is now expanded to up to (8) members to request and allow a representative from CDD11 to be added to the Committee.

### 6. There is no obligation on the CDDs to provide a Supervisor to serve on the PWAC.

### 7. Compliance with Applicable Laws:

- a. The PWAC activities shall be consistent with federal and state laws and regulations.
- b. All meetings of the PWAC shall be open to the public and subject to the applicable provisions of the Florida open meetings ("Sunshine") laws, Section 286.011, Florida Statues.
- c. The records of the PWAC shall also be subject to the applicable provisions of the Florida Public Records Law, Chapter 119, Florida Statutes.

## 8. Duties of the District Manager of the Sumter Landing Community Development District or designee for the PWAC:

- a. To administer the activities of the PWAC in accordance with the policies of the Board and this Resolution.
- b. To provide periodic written reports to the Board on the activities of the PWAC.
- c. To provide any additional technical or administrative support as deemed appropriate by the District Manager.
- 9. Effective Date. This Resolution shall take effect immediately upon adoption by the board of Supervisors, Sumter Landing Community Development District.

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ATTEST

# SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

Janet Y. Tutt, Secretary

Michael Berning, Chairman



# AGENDA REQUEST

SUBJECT:	Status Update: Morse Boulevard Embankment Project
DATE:	6/5/2017
FROM:	Janet Y. Tutt, district Manager
TO:	Project Wide Advisory Committee

## **ISSUE:**

<u>ANALYSIS/INFORMATION</u>: Southwest Florida Water Management District (SWFWMD) Permit has been approved and necessary publications are being completed.

## **STAFF RECOMMENDATION:**

**MOTION:** 



# AGENDA REQUEST

SUBJECT:	Superviosr Hayes: Resident Suggestion - Signage at Tunnel Entrances
DATE:	6/4/2017
FROM:	District Staff
TO:	Project Wide Advisory Committee

**ISSUE:**Staff received two suggestions from a resident pertaining to signage at tunnels and have provided them for the Committee's review.

## **ANALYSIS/INFORMATION:**

## **STAFF RECOMMENDATION:**

## **MOTION:**

## **ATTACHMENTS:**

	Description	Туре
D	Caution - Walkers in Tunnel	Cover Memo
D	Yield Signage	Cover Memo

### Project Wide Advisory Committee

#### RE: Buena Vista Tunnel B20 2600

This tunnel runs under Buena Vista Blvd. between the Turtle Mound and Sandhill Executive Golf Courses. Golfers who drive their cars to play these courses have to park them in the parking lot behind the Turtle Mound starter shack. There is easy access for golfers playing the Turtle mound course. However, golfers playing the Sandhill course have a precarious walk along the heavily traveled cart path that leads to the starter shack at the Sandhill course.

It is obvious very little attention was given to pedestrian safety along the path from the parking lot to the Sandhill starter shack. The following suggestions are being offered to help make this connecting cart path a little safer for golfers and any walkers who use it.

#### Suggestions:

1. Paint white lines along the walking areas inside the tunnel. These lines will help identify the two pedestrian lanes. Over time cart drivers using this tunnel will instinctively know to stay clear of these lanes.

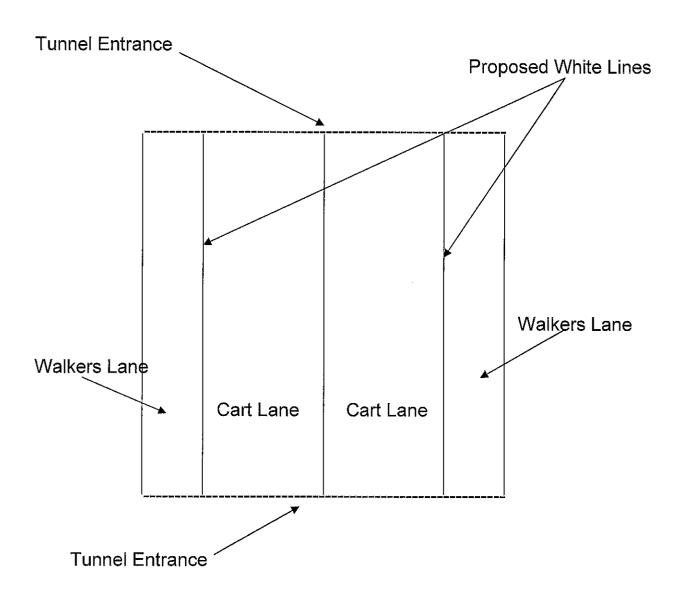
Having amber lane markers or painted lines in the center of the tunnel will also help define the cart lanes.

2. Install signs near the tunnel entrances warning cart drivers and bicyclists about walkers being inside the tunnel. A sample is listed below.

Thanks for your consideration of these suggestions.

Rich Cardillo 2492 Bayport Place rcardillo@thevillages.net

> Caution Walkers may be Inside this tunnel !



Project Wide Advisory Committee

RE: Buena Vista Tunnel B20 2600

This tunnel runs under Buena Vista Blvd. between cart paths that take riders to several locations near Buena Vista Blvd, including Colony Plaza and the Saratoga Driving Range. As you can see in the attached diagram, there is only one traffic control sign for this busy intersection.

Due to the lack of any other control signs, I feel there is a strong possibility of an accident involving a cart coming from Colony Plaza & Fruitland Park and a cart exiting the tunnel and making a left or right turn.

The District may incur liability for injuries from cart accidents due to the lack of any traffic control signs for drivers coming from Colony Plaza & Fruitland Park who want to go to the Saratoga Driving Range and those areas beyond the driving range.

I feel this potential liability can be reduced by installing some type of YIELD sign along the cart path, just north of the tunnel exit. This yield warning would only apply to cart drivers coming from Colony Plaza & Fruitland Park who want to go beyond the tunnel exit to the driving range and points southeast of the driving range. There is no need for drivers going into the tunnel to yield.

A suggested YIELD sign is listed below. Thanks for your consideration of this suggestion.

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