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February 28, 2020
VIA E-FILING

Adam Teitzman, Commission Clerk
Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

RE: Docket No. 20190185-WS; Application for authority to transfer assets of exempt entity in Sumter County by the City of Wildwood South Sumter Utility Company, L.L.C.
Our Matter No. 070274

Dear Mr. Teitzman:

The following is South Sumter Utility Company, LLC's ("SSU") response to Staff's Second Data Request dated February 12, 2020.

1. In its application, the Utility provided the dollar amount of assets purchased from RP Fenney on February 19, 2019. Please provide a breakdown of the assets by primary plant account, as well as the associated accumulated depreciation as of the time of purchase. Additionally, please provide all documents supporting the dollar amount of plant assets, including invoices received by RP Fenney.

RESPONSE: See Attachment DR2-1. There is no specific documentation for the plant assets since the water and wastewater infrastructure was installed under the master contract for the installation of all infrastructure. Since all of this plant is CIAC there is no rate base impact, minimizing the necessity for documentation.

2. The Utility's agreement with the City states that the City has collected various fees associated with utility services consisting of TIE fees, connection fees, and capacity fees. Further, the agreement states the City will reimburse SSU the connection fees collected and will provide credits for the TIE fees collected.

- a. Please provide the amount of connection fees the City has transferred to the Utility.

RESPONSE: No connection fees have yet been transferred but it is estimated that \$1.3 million in connection fees will be transferred to SSU upon transfer of service from Wildwood to SSU.

- b. Please provide the amount of TIE fees the City has given SSU credit for.

RESPONSE: As set forth in the Agreement with Wildwood, the SSU is really just a pass-through of the TIE to The Villages developer. Obviously, SSU would need no TIE fee credits since it will not receive any service from Wildwood to which they would apply. The estimated TIE fees is \$1.6 million.

3. Please provide the journal entries recorded by SSU associated with the purchase of assets from RP Fenney and the reimbursement of connection fees from the City.

RESPONSE: See Attachment DR2-3.

4. The Utility's agreement with the City states that the SSU is the provider of potable water and wastewater services to properties adjacent under a Franchise Agreement dated May 8, 2017, as amended, with the City. Please provide a full copy of the Franchise Agreement.

RESPONSE: Please see Attachment DR2-4.

Please do not hesitate to contact me should you or staff have any questions regarding this response.

Very truly yours,

/s/ Martin S Friedman
MARTIN S. FRIEDMAN
For the Firm

Adam Teitzman, Commission Clerk
February 28, 2020
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cc: Trey Arnett (via email)
Brian Foulkes (via email)
Justin Sowards (via email)

DR2-1

| | | COSTS | | |
|---------------------------|-----|---------------------|-------------------|----------------------|
| | | <u>Construction</u> | <u>General</u> | <u>TOTAL</u> |
| WATER | | | | |
| PW - TRANSMISSION LINES | 331 | 190,989.65 | 7,322.30 | 198,311.95 |
| PW- DISTRIBUTION LINES | 331 | 2,042,659.85 | 78,312.98 | 2,120,972.83 |
| PW - SERVICES | 333 | 1,088,719.30 | 41,740.11 | 1,130,459.41 |
| WATER METERS | 334 | 235,458.00 | 9,027.16 | 244,485.16 |
| SSU - POTABLE WATER TOTAL | | 3,557,826.80 | 136,402.56 | 3,694,229.36 |
| | | | | |
| SEWER | | | | |
| SANITARY - GRAVITY LINES | 361 | 2,857,920.54 | 109,569.04 | 2,967,489.58 |
| SERVICES | 363 | 1,154,054.05 | 44,244.96 | 1,198,299.01 |
| SANITARY FORCEMAIN | 360 | 618,791.84 | 23,723.69 | 642,515.53 |
| LIFT STATIONS | 371 | 1,490,083.48 | 57,127.91 | 1,547,211.39 |
| SSU - SANITARY TOTAL | | 6,120,849.91 | 234,665.60 | 6,355,515.51 |
| | | | | |
| Total ALL | | <u>9,678,676.71</u> | <u>371,068.16</u> | <u>10,049,744.87</u> |

Composite Depreciation Rate (use for acquisition adjustment amortization after purchase)

| GENERAL COSTS | | |
|---------------------------------|-------------|------------|
| Construction Staking | 235,633.17 | |
| Geotech | 165,139.90 | |
| WRAP Insurance | (29,704.91) | |
| Total General Costs to allocate | 371,068.16 | 371,068.16 |

DEPRECIATION (From 7/1/2018 - 3/31/2020)

| <u>Life (yrs)</u> | <u>Annual</u> | <u>Life Months</u> | <u>Accumulated</u> |
|-------------------|-------------------|--------------------|--------------------|
| 43 | 4,611.91 | 21 | 8,070.84 |
| 43 | 49,324.95 | 21 | 86,318.66 |
| 40 | 28,261.49 | 21 | 49,457.60 |
| 20 | 12,224.26 | 21 | 21,392.45 |
| | 94,422.60 | | 165,239.55 |
| 45 | 65,944.21 | 21 | 115,402.37 |
| 38 | 31,534.18 | 21 | 55,184.82 |
| 30 | 21,417.18 | 21 | 37,480.07 |
| 18 | 85,956.19 | 21 | 150,423.33 |
| | 204,851.77 | | 358,490.60 |
| | <u>299,274.37</u> | | <u>523,730.15</u> |

2.9779%

DR2-3

| JOURNAL ENTRY | | | |
|---|----------------|--------------|---------------|
| | <u>Acct No</u> | <u>DEBIT</u> | <u>CREDIT</u> |
| <u>Utility Plant in Service</u> | | | |
| PW - TRANSMISSION LINES | 331 | 198,311.95 | |
| PW- DISTRIBUTION LINES | 331 | 2,120,972.83 | |
| PW - SERVICES | 333 | 1,130,459.41 | |
| WATER METERS | 334 | 244,485.16 | |
| SANITARY - GRAVITY LINES | 361 | 2,967,489.58 | |
| SEWER SERVICES | 363 | 1,198,299.01 | |
| SANITARY FORCEMAIN | 360 | 642,515.53 | |
| LIFT STATIONS | 371 | 1,547,211.39 | |
| <u>CIAC</u> | | | |
| Contributed transmission lines | 271-331 | | 198,311.95 |
| Contributed distribution lines | 271-331 | | 2,120,972.83 |
| Contributed water services | 271-333 | | 1,130,459.41 |
| Contributed water meters | 271-334 | | 244,485.16 |
| Contributed gravity mains | 271-361 | | 2,967,489.58 |
| Contributed sewer services | 271-363 | | 1,198,299.01 |
| Contributed forcemains | 271-360 | | 642,515.53 |
| Contributed lift stations | 271-371 | | 1,547,211.39 |
| <u>Accumulated Depreciation</u> | | | |
| AD transmission lines | 110-331 | | 8,070.84 |
| AD distribution lines | 110-331 | | 86,318.66 |
| AD services | 110-333 | | 49,457.60 |
| AD water meters | 110-334 | | 21,392.45 |
| AD gravity mains | 110-361 | | 115,402.37 |
| AD sewer services | 110-363 | | 55,184.82 |
| AD forcemains | 110-360 | | 37,480.07 |
| AD lift stations | 110-371 | | 150,423.33 |
| <u>Accumulated Amortization of CIAC</u> | | | |
| AA transmission lines | 272-331 | 8,070.84 | |
| AA distribution lines | 272-331 | 86,318.66 | |
| AA services | 272-333 | 49,457.60 | |
| AA water meters | 272-334 | 21,392.45 | |
| AA gravity mains | 272-361 | 115,402.37 | |
| AA sewer services | 272-363 | 55,184.82 | |
| AA forcemains | 272-360 | 37,480.07 | |
| AA lift stations | 272-371 | 150,423.33 | |
| <u>Purchase (estimated for conceptual purposes)</u> | | | |
| Cash ⁽¹⁾ | 131 | | 6,000,000.00 |
| Connection fees receivable ⁽³⁾ | 142 | 1,300,000.00 | |
| Acquisition Adjustment ⁽³⁾ | 114 | 4,700,000.00 | |

TOTAL

16,573,475.01

16,573,475.01

⁽¹⁾ Purchase method

⁽²⁾ Future Payments are a receivable, and will reduce the acquisition adjustment since it reduces the purchase price.

⁽³⁾ To be booked at net purchase price, then amortized over composite depreciation rate.

2.9779%

se cost

214-

DR2-4

ORDINANCE NO. O2017-23

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; PROVIDING A SHORT TITLE; PROVIDING FINDINGS AND INTENT; GRANTING CERTAIN NON-EXCLUSIVE FRANCHISES TO SOUTH SUMTER UTILITY COMPANY, LLC, SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, SOUTH SUMTER ELECTRIC COMPANY, LLC, AND SOUTH SUMTER GAS COMPANY, LLC, THEIR SUCCESSORS AND ASSIGNS (EACH A FRANCHISEE, AND SOMETIMES COLLECTIVELY REFERRED TO HEREIN AS THE "FRANCHISEES"); A FRANCHISE FOR A PERIOD OF 30 YEARS TO CONSTRUCT, OWN, OPERATE AND MAINTAIN CERTAIN SERVICES AND FACILITIES TO SERVE AREAS WITHIN AND ADJACENT TO THE VILLAGES AGED RESTRICTED DEVELOPMENT; SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISES SHALL OPERATE; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Insl:201760021798 Date:6/29/2017 Time:3:03 PM
 DC:Giorgia R. Hayward, Sumter County Page 1 of 25 B:3276 P:117

R. City of Wildwood

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Wildwood, Florida, as follows:

SECTION 1. SHORT TITLE. This Ordinance shall be known and may be cited as the "Villages ARD Franchisees Ordinance."

SECTION 2. FINDINGS AND INTENT. The City Commission makes the following findings and intent:

(1) The City of Wildwood, Florida (hereafter "City") exercises control over all publicly dedicated rights-of-way, streets, alleys, bridges, easements and other public places located within the limits of the City.

(2) Affiliates of the Franchisees are the Owners of that certain real property located in the City of Wildwood being more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Property").

(3) Affiliates of Franchisees will develop the Property in accordance with its zoning and land use approvals for a large-scale active adult community (the "Villages ARD Planned Development").

(4) The Property is currently located within the City's exclusive water, wastewater, and reclaimed water service area.

(5) The City's reclaimed water service is not currently available to the Property.

(6) The City Commission has considered a request submitted by the Ordinance

proposed Franchisees, which are South Sumter Utility Company, LLC, Southeast Wildwood Water Conservation Authority, LLC, South Sumter Electric Company, LLC, and South Sumter Gas Company, LLC, to provide potable water and wastewater services, irrigation service with irrigation water, as well as electric and natural gas services to serve the Property.

(7) The aforesaid rights-of-way to be used by the Franchisees are valuable public properties to be dedicated to City by Owners and maintained by the City at great expense to the City's taxpayers, and the right to use said rights-of-way is a valuable property right to the Franchisees.

(8) The City desires to ensure that the aforesaid rights-of-way used by the Franchisees are promptly restored to a safe and secure condition to protect the health, safety and welfare of the citizens and residents of the City.

(9) State statutes, City ordinances, and the City Charter authorize the City to grant non-exclusive franchises for the purposes set forth herein.

(10) After due deliberation and full consideration the City Commission has determined to grant a franchise to each of the Franchisees to provide such services, subject to the terms and conditions set forth below.

SECTION 3. DEFINITIONS. For the purposes of this Ordinance, the following terms shall have the meaning given herein:

(a) The term "City" shall mean the City of Wildwood, Florida.

(b) The term "Customers" shall mean and include any and all organizations, firms, entities or persons who may desire or require Franchisees' services for land located within the Franchise Territory.

(c) The term "Franchisees" shall mean South Sumter Utility Company, LLC, Southeast Wildwood Water Conservation Authority, LLC, South Sumter Electric Company, LLC and/or South Sumter Gas Company, LLC, each a Florida limited liability company, or any entity who is assigned the franchise rights of any Franchisee, in accordance with this Ordinance.

(d) The term "Franchise" or "Franchise Agreement" shall mean this Villages ARD Franchisees Ordinance and agreement, as passed and adopted by the City and accepted by each Franchisee.

(e) The term "Franchise Territory" shall mean the following: (i) the area of the City more particularly described in **Exhibit "A"** attached hereto and incorporated herein, which area includes the Property and certain public right-of-way located adjacent to the Property; (ii) any and all streets, alleys, public ways or easements, and public property or places that may now or hereafter exist within the area of the City; and (iii) any other property that may be approved by the City from time to time for development as part of the Villages ARD Planned Development, provided such additional property must be added as an amendment to this franchise by ordinance, less and except that portion of the City lying within the Brownwood community.

(f) The term "Operating Revenues" for each Franchisee shall mean all user fees collected by Franchisees from the sale of such services provided by

Ordinance

Franchise Agreement with South Sumter Utility Company, LLC

Page 2

that Franchisee to Customers within and throughout the Franchise Territory. Operating Revenues shall not include Customer deposits, meter fees, fees or improvements received as contributions-in-aid-of-construction, or other non-user fees or charges derived from the operation of the services of such Franchisee.

(g) The term "Systems" shall have the meaning as herein defined in Section 5.

SECTION 4. AUTHORITY. This Ordinance is being adopted pursuant to the City's Charter, relevant special acts, and Chapter 166, Florida Statutes (2016).

SECTION 5. GRANT OF AUTHORITY. There is hereby granted by the City to each Franchisee the non-exclusive right, privilege, and franchise to erect, construct, operate and maintain the Systems and related facilities, including but not be limited to pump stations, wells, mains, pipes, supply pipes, conduits, ducts, service connections, manholes, control devices, and any other hardware or other appurtenances used as a means of producing, treating, conveying, distributing or selling certain services authorized by this Ordinance in Section 7 to any person or entity to be supplied by each Franchisee within the Franchise Territory and to sell and distribute such services to Customers within and throughout the Franchise Territory (hereinafter collectively referred to as "Systems"). The foregoing rights granted to each Franchisee shall be non-exclusive, but the City agrees, as part of the consideration for the granting of the purchase option set forth in this Franchise, to refrain from granting a similar franchise within the Franchise Territory to any other private, non-governmental entity or person at any time during the period of this Franchise, except for pre-existing franchises. The Franchisees each acknowledge that the City currently has Franchise Agreements with TECO (Ordinance No. 02009-13) dated August 9, 2009, Duke Energy (Ordinance No. 289) dated May 13, 1996, and SECO dated May 23, 2011. To the extent that any or all of these Franchise Agreement conflict with or supersede any Franchisee's rights under this Franchise Agreement, no Franchisee shall interfere with or challenge the prior rights of TECO, Duke Energy, and/or SECO.

SECTION 6. NATURE OF FRANCHISE; POWERS RETAINED BY CITY. Once this Villages ARD Franchisees Ordinance becomes final, it shall be deemed both a contract with each Franchisee and a legislative act as provided under Florida law. Each Franchise is subject to all franchises and permits heretofore granted by the City Commission to use the streets, alleys, lanes and public places of the City by public utility or public service corporations. It is not intended by the grant of this Franchise to abridge the exercise of the police power of the City. The grant of these Franchises is subject to all ordinances and resolutions of the City Commission as the same now exist or may be hereafter amended, revised or modified to the extent not inconsistent with the terms of this Franchise. Each Franchisee shall at all times continue to be subject to all applicable public service taxes (Section 166.231, Florida Statutes), ad valorem taxes (Section 166.211, Florida Statutes), and such other applicable taxes, charges or fees as may be lawfully authorized by the Florida Constitution, the general or special laws of the State of Florida, the provisions of the Municipal Home Rule Powers Act (Chapter 166, Florida Statutes), or the ordinances of the City, subject to the provisions of this Section 5 and to the extent that such ordinances are not preempted, as a matter of law, by federal or state law. Each Franchisee shall, at all times, during the life of these Franchises, be subject to all lawful exercises of

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Franchise Agreement with South Sumter Utility Company, LLC

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police power by the City, and to such reasonable laws, rules and regulations as the City shall hereafter, by resolution or ordinance provide, including, but not limited to, any ordinances pertaining to excavation, reconstruction and development requirements and standards.

SECTION 7. GRANT OF FRANCHISES.

(a) **Franchise Granted to South Sumter Utility Company, LLC.** The Franchise being granted to South Sumter Utility Company, LLC is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee agrees to purchase water from the City at a bulk rate of 2.49/1000 gallons. Connection to the City's system and the location of the master meter(s) shall be mutually agreed to by both parties. Rate increases of the bulk rate shall not result in a bulk rate greater than 74% of the City's system cost recovery. For purposes of this Agreement, the term "system cost recovery" shall mean the total system unit cost of operating the potable water distribution system as determined by such factors, including, but not limited to, costs related to the source of the supply, costs associated with treatment at the system's water treatment plants, and costs associated with transmission. Nothing in this Agreement shall be construed to prohibit the City Commission's legislative duty to set reasonable, equitable water and wastewater rates sufficient to maintain the financial integrity of the Systems. The parties agree that, since water is being supplied at a bulk rate to Franchisee by the City, that payment in lieu of taxes (Pilot) is not applicable for the water component of South Sumter Utility Company, LLC Franchise. The terms of such bulk purchases shall be as provided in a Bulk Potable Water Agreement to be entered into by the Franchisee and the City.

For the Wastewater System, the Franchisee is authorized to:

- 1) Provide wastewater treatment facilities for the treatment of domestic, commercial and industrial wastewater in accordance with applicable regulatory standards;
- 2) Wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities; and
- 3) Operation and maintenance costs of the wastewater treatment, collection, and disposal system shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for Investor Owned Utilities.

In addition to the Franchisee Fee provided herein, South Sumter Utility Company, LLC agrees to pay Pilot Fees at the same time and manner as the Franchise Fees provided for herein. The Pilot Fee shall be calculated on a per ERC basis and charged at the time each ERC commences utilizing the service of the wastewater system. The fee initially shall be an estimate of the Average Depreciation Value of the capital facilities of the wastewater system

which equals the estimated initial cost of construction plus depreciable value at the end of the franchisee term divided by two; divided by the total number of ERC to be served by said capital facilities; times the City's current millage rate; divided by 12 months. The initial Pilot is \$0.85 per ERC per month. The Pilot may be reviewed and adjusted in five (5) year increments during the term of this franchise.

(b) Franchise Granted to Southeast Wildwood Water Conservation Authority, LLC. For Wastewater disposal, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of wastewater effluent shall be the responsibility of Southeast Wildwood Water Conservation Authority, LLC (SWCA), which is granted the franchise, pursuant to the terms of this Ordinance. Initial rates shall be the same as previously granted to Fenney Water Conservation Authority.

Irrigation System shall mean all improvements, facilities and systems used or useful to serve the Franchise Territory with Irrigation Water. The source of such Irrigation Water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

(c) Franchise Granted to South Sumter Electric Company, LLC. For electric power distribution and related facilities, South Sumter Electric Company, LLC is granted the franchise pursuant to the provisions of this Ordinance. The Franchisee shall be responsible for constructing, operating and maintaining the facilities in accordance with Section 5. The initial rates will not exceed rates charged by companies providing the same service within the City. The Franchisee shall pay to the City a franchise fee as provided in this Ordinance.

(d) Franchise Granted to South Sumter Gas Company, LLC. For natural gas distribution and related facilities, South Sumter Gas Company, LLC is granted the franchise pursuant to the provisions of this Ordinance. The Franchisee shall be responsible for constructing, operating and maintaining the facilities in accordance with Section 5. The initial rates will not exceed rates charged by companies providing the same service within the City. The Franchisee shall pay to the City a franchise fee as provided in this Ordinance.

SECTION 8. INDEMNIFICATION; INSURANCE.

(1) Each Franchisee or its subcontractors shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and cost of actions (including attorneys' fees and costs at trial and on appeal), of any kind or nature, arising or growing out of, or any way connected with the exercise by Franchisees of its rights contained herein.

(2) Each Franchisee or its subcontractors shall procure and maintain, for the duration of this Franchise, insurance of the types and limits specified below:

- a. Comprehensive General Liability - bodily injury and property damage coverage shall be for not less than \$1,000,000.00 per occurrence and not less than \$1,000,000.00 in the aggregate. The City shall be named as an additional insured on the policy.
- b. Business Automobile Liability - business automobile liability coverage shall be in a combined single limit of not less than \$500,000.00 per occurrence. The City shall be named as an additional insured on the policy.
- c. The City Commission for the City of Wildwood shall have the right to reassess and adjust the required amount of liability insurance required under this Section every five (5) years, if necessary. In so doing, the City Commission shall take into consideration all relevant factors, including, but not limited to, the rate of inflation, changes in law, and information related to risk assessment for the City. Whenever the City Commission exercises its right to reassess the amount of liability insurance required, the Franchisees shall have the right to present any information that they deem relevant to the City Commission's determination regarding the same.

SECTION 9. SERVICE STANDARDS. Franchisees shall maintain and operate its Systems and facilities and render efficient service in accordance with the rules and regulations as are, or may be, set forth by the City and/or other agency and/or entity with jurisdiction to regulate and/or promulgate rules regarding Franchisees' operations.

SECTION 10. PAYMENTS TO THE CITY.

(1) In consideration for the granting of each Franchise, each Franchisee (or its successors or assigns, as applicable), shall pay to the City (or its successors), an annual amount which will equal five percent (5%) of each Franchisees' annual gross Operating Revenues taken in and received by it for providing all aspects of services provided by each Franchisee to its Customers within the Franchise Territory, as now or hereafter constituted. Each Franchisee shall be permitted to collect the franchise fees provided for under this Franchise from its retail customers receiving said service as a line item on its retail bills. Each Franchisee may not incorporate any franchise fee into its other rates for service; provided, however, such franchise fee shall not apply to the cost of any water purchase pursuant to the Bulk Purchase Agreement which shall be entered into between the Franchisee and the City at a future date.

(2) The Franchisees shall pay the franchise fee provided by this section semi-annually on January 1 and July 1 of each year during the term of this franchise. Any payments not made by the Franchisees within 20 days after the date said payment is due, shall thereafter be payable with interest at the rate

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Franchise Agreement with South Sumter Utility Company, LLC

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(3) Each Franchisee shall at all times continue to be subject to and shall pay to the City all legally authorized and applicable public service taxes, ad valorem taxes (intangible, personal, real), occupational taxes, and any and all other valid tax, levied or imposed by the City. Such charges and fees shall include but not be limited to licensing, permit fees, development review and inspection fees and all other such fees including fees, charges, taxes and/or assessments validly adopted and/or imposed during the term of this Franchise Agreement.

(4) The franchise fee payments, together with any interest that may apply, shall be made by wire transfer or other electronic means.

SECTION 11. RECORDS AND REPORTS. The City or its designated representative shall have the right during the term of each Franchise to examine, at all reasonable business hours, all of each Franchisee's plans, contracts, engineering, accounting, finance, statistical, customer and service records relating to performance under this Ordinance; provided, however, that the City expressly acknowledges and agrees that each Franchisee may redact proprietary information and any private customer information from such documents and records prior to making the same available to the City for examination hereunder. The City agrees to keep any information it obtains confidential to the maximum extent possible under Florida's public records law. As well, each Franchisee shall provide directly to the City an annual summary report showing gross revenues received by each Franchisee from its operations within the City during the preceding fiscal year and such other information as the City shall request with respect to properties, quality control, and expenses related to each Franchisee service within the City. The City may audit the financial records of each Franchisee for the purpose of determining that proper collection or payment of franchise fees is being made by each Franchisee in accordance with this Ordinance at the City's initial expense. Each Franchisee shall cooperate with and make available those records necessary for City to perform the audit. If the audit demonstrates that payment or collection of franchise fees is more than 5% less than the semi-annual amount that should have been paid or collected, each Franchisee shall, in addition to paying the fees that should have been paid or collected, pay the cost of the audit.

SECTION 12. RATES.

(1) Each Franchisee may charge to Customers such service rates and fees not in excess of those rates and fees set forth herein or as approved by the Florida Public Service Commission, or if not governed by the Florida Public Service Commission, then as approved by the City (hereinafter the "Approved Rates and Fee Schedule").

(2) From time to time, each Franchisee shall have the ability to apply to the City for changes to the Approved Rates and Fees Schedule. Requests for increases to the Approved Rates and Fees Schedule that do not exceed the rate of inflation determined by the Consumer Price Index (CPI) for Utilities published by the U.S. Bureau of Labor Statistics appropriately adjusted for the calendar year (January 1st to December 31st) preceding the calendar year in which the request is made shall not require an approval hearing of the City

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Franchise Agreement with South Sumter Utility Company, LLC

Commission; provided, however, that each Franchisee may only file one such request per calendar year. All other requests for changes to the Approved Rate and Fee Schedules shall be just, fair, and reasonable and require City Commission approval in a duly noticed public hearing. **NOTE:** In no event, will the actual annual rate adjustment be less than positive two percent (2%), and no greater than positive four percent (4%).

(3) Each Franchisee shall be responsible for the billing and collection of all fees and rates charged to Customers of the services authorized to each Franchisee by this Ordinance.

SECTION 13. TRANSFER OR ENCUMBRANCE OF FRANCHISES.

No Franchisee may assign or otherwise transfer its franchise rights except with the prior written consent of the City expressed by an ordinance, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the City hereby consents to the following transfers: (i) any assignment of Franchisees' franchise rights to a third party owned, controlled or managed, directly or indirectly, by Franchisees; (ii) any assignment of Franchisees' franchise rights to the Community Development District that has been approved by the City, pursuant to Chapter 190, Florida Statutes, for the Property, or a special dependent or independent district created pursuant to the provisions of Chapter 189, Florida Statutes; and with such new Franchise entity assuming all of the duties and obligations of the assigning Franchise. Franchisees shall be released from all obligations set forth in this Ordinance upon the assignment of its rights in accordance with this Section and upon the written acceptance by assignee of the obligations so assigned by Franchisees.

SECTION 14. FORFEITURE OF FRANCHISE; NON-COMPLIANCE. In the event of a material default by any Franchisee with respect to its obligations under this Ordinance, the City shall provide written notice of such default to such Franchisee. In the event that Franchisee fails to cure the alleged material default within sixty (60) days of its receipt of such notice from the City, then the City shall be entitled: (i) to file an action against that Franchisee for specific performance of its obligations under this Ordinance; (ii) to file an action against Franchisees for damages actually incurred by City by reason of Franchisee's default of its obligations under this Ordinance, provided in no event shall City be entitled to recover any consequential, indirect, special, speculative, punitive or exemplary damages from Franchisee; or (iii) to file an action against Franchisee to terminate the Franchise as to that Franchise.

SECTION 15. TERM OF FRANCHISE. This Franchise to each Franchisee and the rights herein granted shall take effect after final passage of this Ordinance, as required by law, and fully executed by both parties, and acceptance by Franchisee in accordance with Section 16 below, and shall continue in full force and effect for a term of thirty (30) years after the date on which this Franchise Agreement has been accepted by Franchisee in accordance with Section 16 below. The City recognizes that the Villages ARD Franchisees Ordinance may incorporate additional property in the future which pursuant to Section 3(e) will become part of the Franchise Territory.

SECTION 16. ACCEPTANCE. This Franchise is hereby granted upon the condition that, within thirty (30) days after the date of passage of this Ordinance, the Franchisee shall file with the City Clerk its acceptance of the terms and conditions of this Franchise, which acceptance shall be in writing, duly executed

Ordinance

Franchise Agreement with South Sumter Utility Company, LLC

by or on behalf of the Franchisee and contain the Franchisee's address.

SECTION 17. SEVERABILITY. Notwithstanding the fact that each Franchise is a separate contract with each Franchisee, should any section or provision of this Franchise or any portion thereof, the deletion of which would not adversely affect (in the general sense) the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a judicial or administrative tribunal of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, the City and Franchisee shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial or administrative authority's decisions and consistent with the original intent of the parties as contained herein. If such decision is fundamental to or alters the essence of this Franchise, then the parties agree to negotiate a new franchise agreement.

SECTION 18. GOVERNING LAW AND VENUE. The rights and privileges granted to Franchisees by this Franchise shall at all times be subordinate and inferior to the rights of the public in and to the ordinary use of the Public Rights-of-Way and nothing in this Franchise shall be considered as a surrender by the City of its right and power to use and relocate the use of its rights-of-way. In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Sumter County, Florida.

SECTION 19. NOTICES. Except in exigent circumstances, and except as otherwise specifically provided in this Franchise, all notices by either City or Franchisee to the other shall be made by either depositing such notice in the United States Mail, Certified Mail return receipt requested or by facsimile. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States Mail unless otherwise provided. Any notice given by facsimile is deemed received by next Business Day. "Business Day" for purposes of this Section shall mean Monday through Friday, with Saturday, Sunday and City and Franchisee observed holidays accepted. All notices shall be addressed as follows:

As To City: City of Wildwood
 Attn: Jason McHugh, AICP
 Assistant City Manager
 100 N. Main Street
 Wildwood, FL 34785

With Copy to: Ashley S. Hunt, Esq.
 Hunt Law Firm, P.A.
 109 E. Main Street
 Leesburg, FL 34748

With Copy to: City of Wildwood
 Attn: Bill Ed Cannon
 City Manager
 100 N. Main Street
 Wildwood, FL 34785

Inst:201760021798 Date:6/29/2017 Time:3:03 PM
DC:Gloria R. Hayward.Sumter County Page 10 of 25 B.3276 P.126

As To Franchisees:

South Sumter Utility Company, LLC
1020 Lake Sumter Landing
The Villages, Florida 32162

Authority, LLC

Southeast Wildwood Water Conservation

1020 Lake Sumter Landing
The Villages, Florida 32162

South Sumter Electric Company, LLC
1020 Lake Sumter Landing
The Villages, Florida 32162

South Sumter Gas Company, LLC
1020 Lake Sumter Landing
The Villages, Florida 32162

With Copy to:

South Sumter Utility Company, LLC
Attention: Kelsea Morse Manly
1020 Lake Sumter Landing
The Villages, Florida 32162

Authority, LLC

Southeast Wildwood Water Conservation

Attention: Kelsea Morse Manly
1020 Lake Sumter Landing
The Villages, Florida 32162

South Sumter Electric Company, LLC
Attention: Kelsea Morse Manly
1020 Lake Sumter Landing
The Villages, Florida 32162

South Sumter Gas Company, LLC
Attention: Kelsea Morse Manly
1020 Lake Sumter Landing
The Villages, Florida 32162

Notice shall be given as required by this Franchise and for all other emergencies. Notice shall be provided to the above-named addressees unless directed otherwise in writing by the City or Franchisee.

SECTION 20. NON-WAIVER PROVISION. The failure of either Party to insist in anyone or more instances upon the strict performance of anyone or more of the terms or provisions of this Franchise shall not be construed as a waiver or Ordinance

relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the Parties.

SECTION 21. COMPLETE AGREEMENT. This Franchise together with the exhibits (as may be amended from time to time in accordance with the terms hereof) represents the entire agreement of the Parties and supersedes all prior representations whether oral or in writing with respect to the rights of the Parties.

SECTION 22. RIGHT OF ACQUISITION BY CITY. At the expiration of South Sumter Utility Company, LLC Franchise, the City at its election, shall have the right to purchase and take over the property and services of the Franchise subject to this Ordinance. Upon the exercise of this option by the City by the service of an official notice upon the Franchisee to that effect and payment to Franchisee of the price, the Franchisee shall execute such deeds or instruments of conveyance to the City as shall be required to convey to the City title to the property in fee simple, free from any and all liens and encumbrances. The price, which shall be based upon fair market value as determined by mutual agreement or non-binding arbitration. Each side shall pay its own attorneys' fees.

SECTION 23. AMENDMENTS TO FRANCHISE AGREEMENT. Changes in the terms and conditions to this Franchise Agreement may be made by written agreement between the City and the Franchisee.

SECTION 24. ORDINANCES REPEALED. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed as of the effective date.

SECTION 25. EFFECTIVE DATE. This Ordinance granting a franchise to Franchisee shall take effect immediately upon becoming a law; provided, however, this Ordinance shall become effective only upon the written acceptance of Franchisee all as provided in Sections 15 and 16 hereinabove.

DONE AND ORDAINED this 8th day of May, 2017, by the City Commission of the City of Wildwood, Florida.



ATTEST: Cassandra Lippincott
Cassandra Lippincott, City
Clerk

CITY COMMISSION
CITY OF

Ed Wolf
Ed Wolf, Mayor

First Reading: April 24, 2017

Second Reading: 5/8/2017

Approved as to form:

Ashley Hunt, City Attorney

Inst:201760021798 Date:6/29/2017 Time:3:03 PM
DC:Gloria R. Hayward.Sumter County Page 12 of 25 B:3276 P:128

EXHIBIT "A"

THE EAST 1/2 OF THE EAST 1/2 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 ALL IN SECTION 31, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND

THE SOUTH 325 YARDS OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4, LESS THE NORTHEAST 1/4 OF THE NORTHEAST OF THE NORTHWEST 1/4; AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, LESS 5 ACRES IN THE NORTHWEST CORNER AND LESS BEGIN AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, RUN SOUTH 466 FEET 8 INCHES FOR POINT OF BEGINNING, THENCE RUN SOUTH 210 FEET, THENCE EAST 210 FEET, THENCE NORTH 210 FEET, THENCE WEST 210 FEET TO THE POINT OF BEGINNING; ALL IN SECTION 32, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE

SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 33,
TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

LESS ROAD RIGHT-OF-WAYS LYING WITHIN THE ABOVE DESCRIBED PARCELS.

AND LESS THOSE PARCELS DESCRIBED IN DEED TO SUMTER COUNTY, FLORIDA
RECORDED IN O.R. BOOK 950, PAGE 54, PUBLIC RECORDS OF SUMTER COUNTY,
FLORIDA.

TOGETHER WITH

THE NORTH 330 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

LESS ANY PORTION THEREOF CLAIMED BY SUMTER COUNTY, FLORIDA FOR THE
MAINTENANCE OF COUNTY ROAD 505.

TOGETHER WITH

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION
31, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE
NORTH 278.68 FEET OF THE WEST 163.00 FEET OF THE NORTHEAST 1/4 OF THE
NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 19 SOUTH,
RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS THE RIGHT OF WAY FOR
COUNTY ROAD NO. 468 ACROSS THE NORTH SIDE THEREOF.

TOGETHER WITH

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST
QUARTER OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER
COUNTY, FLORIDA; LESS RIGHT OF WAY FOR HIGHWAY 468.

AND

FROM THE SOUTH QUARTER CORNER OF SECTION 30, TOWNSHIP 19 SOUTH,
RANGE 23 EAST, SUMTER COUNTY, FLORIDA, RUN NORTH 00 DEGREES 07
MINUTES 02 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHWEST
QUARTER OF SAID SECTION 30, A DISTANCE OF 34.05 FEET TO THE NORTH RIGHT-
OF-WAY OF HIGHWAY 468 AND THE POINT OF BEGINNING; THENCE SOUTH 89
DEGREES 54 MINUTES 25 SECONDS WEST 942.29 FEET TO THE INTERSECTION OF
THE NORTH RIGHT-OF-WAY OF HIGHWAY 468 AND THE SOUTHEASTERLY RIGHT-
OF-WAY OF HIGHWAY 301; THENCE BY THE SOUTHEASTERLY RIGHT-OF-WAY OF
HIGHWAY 301, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1486.18 FEET,
1022.51 FEET TO A POINT; THENCE RUN NORTH 89 DEGREES 58 MINUTES 05
SECONDS EAST 162.41 FEET; THENCE RUN SOUTH 00 DEGREES 07 MINUTES 02
SECONDS WEST 630.01 FEET TO THE POINT OF BEGINNING.

LESS THAT PORTION CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY DEED RECORDED JUNE 25, 1990 IN OFFICIAL RECORDS BOOK 401, PAGE 26, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; RUN NORTH 0 DEGREES 02 MINUTES 01 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 33.65 FEET TO THE NORTHERLY EXISTING RIGHT-OF-WAY LINE OF COUNTY ROAD 468; THENCE NORTH 89 DEGREES 59 MINUTES 20 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 942.26 FEET TO THE INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY LINE AND THE SOUTHEASTERLY EXISTING RIGHT-OF-WAY LINE OF STATE ROAD 35 (U.S. 301) FOR THE POINT OF BEGINNING, SAID POINT BEING THE BEGINNING OF A CURVE ALONG STATE ROAD 35 CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1482.70 FEET AND A CHORD BEARING OF NORTH 69 DEGREES 34 MINUTES 18 SECONDS EAST; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02 DEGREES 25 MINUTES 58 SECONDS A DISTANCE OF 62.96 FEET FOR THE END OF SAID CURVE; THENCE, DEPARTING THE SOUTHEASTERLY EXISTING RIGHT-OF-WAY LINE OF STATE ROAD 35, SOUTH 01 DEGREES 26 MINUTES 29 SECONDS WEST 21.99 FEET TO THE NORTHERLY EXISTING RIGHT-OF-WAY LINE OF COUNTY ROAD 468; THENCE NORTH 89 DEGREES 59 MINUTES 20 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 58.44 FEET TO THE POINT OF BEGINNING.

AND

THAT PORTION OF SECTIONS 1 AND 2, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH OF THE SUNSHINE STATE PARKWAY; AND THE EAST 1/2 OF THE N.E. 1/4 OF THE N.E. 1/4 OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; AND THAT PORTION OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LYING NORTH OF THE SUNSHINE STATE PARKWAY; ALL OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; AND A PORTION OF SECTIONS 25 AND 26, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE S 00°10'31" W ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 5331.12 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE S 00°10'54" W ALONG THE EAST BOUNDARY OF SAID SECTION 1, A DISTANCE OF 2798.38 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 1; THENCE CONTINUE ALONG SAID EAST BOUNDARY S 00°15'53" W, A DISTANCE OF 2487.26 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY (WIDTH VARIES); THENCE DEPARTING SAID EAST BOUNDARY, PROCEED N42°55'02" W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 504.38 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE

SOUTHWESTERLY, HAVING A RADIUS OF 5879.58 FEET AND A CENTRAL ANGLE OF 14°36'39"; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE A DISTANCE OF 1499.33 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N 57°32'06" W, A DISTANCE OF 5872.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 5599.58 FEET AND A CENTRAL ANGLE OF 11°08'06"; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE A DISTANCE OF 1088.24 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N46°22'11" W, A DISTANCE OF 799.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5859.58 FEET AND A CENTRAL ANGLE OF 22°19'48"; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE A DISTANCE OF 2283.66 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N 68°43'54" W, A DISTANCE OF 437.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 5599.58 FEET AND A CENTRAL ANGLE OF 07°46'53"; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE A DISTANCE OF 760.47 FEET TO THE INTERSECTION WITH THE WEST BOUNDARY OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED N00°26'01"E ALONG SAID WEST BOUNDARY, A DISTANCE OF 542.70 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 35; THENCE CONTINUE ALONG SAID WEST BOUNDARY N00°19'24"E, A DISTANCE OF 1331.56 FEET; THENCE DEPARTING SAID WEST BOUNDARY, PROCEED N89°45'47"W ALONG THE SOUTH BOUNDARY OF THE EAST 1/2 OF THE N.E. 1/4 OF THE N.E. 1/4 OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, A DISTANCE OF 658.80 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, PROCEED N00°21'48"E ALONG THE WEST BOUNDARY OF SAID EAST 1/2 OF THE N.E. 1/4 OF THE N.E. 1/4 OF SECTION 34, A DISTANCE OF 1332.09 FEET TO THE INTERSECTION WITH THE NORTH BOUNDARY OF SAID SECTION 34; THENCE DEPARTING SAID WEST BOUNDARY, PROCEED S89°42'55"E ALONG SAID NORTH BOUNDARY OF SECTION 34, A DISTANCE OF 657.87 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE S89°46'48"E ALONG THE NORTH BOUNDARY OF SAID SECTION 35, ALSO BEING THE SOUTH BOUNDARY OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, A DISTANCE OF 1324.73 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, PROCEED N00°31'47"E ALONG THE WEST BOUNDARY OF THE EAST 3/4 OF SAID SECTION 26, A DISTANCE OF 1232.97 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 468 (WIDTH VARIES); THENCE DEPARTING SAID WEST BOUNDARY, PROCEED N63°16'42"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 124.84 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1261.11 FEET AND A CENTRAL ANGLE OF 53°42'28"; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE A DISTANCE OF 1182.14 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N09°34'14"E, 1355.55 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED N85°23'09"E, A DISTANCE OF 5645.47 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE N.E. 1/4 OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE N89°42'19"E ALONG THE SOUTH BOUNDARY OF SAID NORTH 1/2 OF THE N.E. 1/4 OF SECTION 25, A DISTANCE OF 2944.28 FEET TO THE INTERSECTION WITH THE EAST BOUNDARY OF SAID SECTION 25, THENCE DEPARTING SAID SOUTH BOUNDARY, PROCEED S00°03'24"W ALONG THE EAST BOUNDARY OF SAID SECTION 25, A DISTANCE OF 1330.48 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 25; THENCE CONTINUE ALONG SAID EAST BOUNDARY S00°09'40"W, A DISTANCE OF 1332.99 FEET TO THE NORTHEAST CORNER OF THE S.E. 1/4 OF THE S.E. 1/4

OF SAID SECTION 25; THENCE DEPARTING SAID EAST BOUNDARY, PROCEED S89°43'40"W ALONG THE NORTH BOUNDARY OF SAID S.E. 1/4 OF THE S.E. 1/4 OF SECTION 25, A DISTANCE OF 1631.57 FEET TO THE NORTHWEST CORNER OF SAID S.E. 1/4 OF THE S.E. 1/4 OF SECTION 25; THENCE DEPARTING SAID NORTH BOUNDARY, PROCEED S00°28'00"W ALONG THE WEST BOUNDARY OF SAID S.E. 1/4 OF THE S.E. 1/4 OF SECTION 25, A DISTANCE OF 1332.82 FEET TO THE INTERSECTION WITH THE SOUTH BOUNDARY OF SAID SECTION 25; THENCE DEPARTING SAID WEST BOUNDARY, PROCEED N89°44'10"E ALONG THE SOUTH BOUNDARY OF SAID SECTION 25, ALSO BEING THE NORTH BOUNDARY OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, A DISTANCE OF 1638.67 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 23 EAST IN SUMTER COUNTY, FLORIDA; THENCE RUN S00°40'20"W, ALONG THE EAST BOUNDARY OF SAID SECTION 1, A DISTANCE OF 1740.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°40'20"W, ALONG SAID EAST BOUNDARY OF SECTION 1, A DISTANCE OF 1057.86 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 1; THENCE S00°44'45"W, ALONG SAID EAST BOUNDARY OF SECTION 1, A DISTANCE OF 2487.49 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE, AS RECORDED ON FLORIDA STATE TURNPIKE AUTHORITY RIGHT OF WAY MAP PROJECT NO. 2, SECTION 14; THENCE RUN ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) N42°21'30"W, A DISTANCE OF 505.19 FEET TO A CURVE THAT IS CONCAVE TO THE SOUTHWEST; (2) THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 1498.35 FEET (SAID CURVE HAVING A RADIUS OF 5879.58 FEET, A CENTRAL ANGLE OF 14°36'04" AND A CHORD BEARING AND DISTANCE OF N49°46'20"W, 1494.30 FEET); (3) THENCE N57°03'06"W, A DISTANCE OF 287.77 FEET TO A POINT ON THE WEST LINE OF A 100 FOOT FLORIDA POWER EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1758, PAGE 342, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N02°21'09"W, ALONG SAID WEST EASEMENT LINE, A DISTANCE OF 337.71 FEET; THENCE N00°39'29"E, ALONG SAID WEST EASEMENT LINE, A DISTANCE OF 1724.92 FEET; THENCE S89°36'07"E, A DISTANCE OF 1733.89 FEET RETURNING TO THE POINT OF BEGINNING.

AND LESS

PARCEL 1:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE N. 00° 30' 06" E., ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1152.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N. 00° 30' 06" E., ALONG SAID EAST LINE A DISTANCE OF 70.00 FEET TO THE EXISTING SOUTHERLY PROGRESS ENERGY POWER LINE EASEMENT LINE; THENCE N. 63° 16' 42" E., ALONG SAID SOUTHERLY EASEMENT LINE A DISTANCE OF 529.89 FEET TO THE CUSP OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1331.36 FEET AND A CENTRAL ANGLE OF 17° 35' 24"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 408.73 FEET, SAID ARC HAVING A CHORD BEARING OF S. 54° 29' 00" W., AND A CHORD DISTANCE OF 407.13 FEET; THENCE S. 63° 16' 42" W., A DISTANCE OF 159.57 FEET TO THE POINT OF BEGINNING.

AND LESS

PARCEL 2:

WRA B

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE N. 00° 30' 06" E., ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 26, A DISTANCE OF 1304.60 FEET TO A POINT ON THE PROPOSED CENTERLINE OF COUNTY ROAD 468. THENCE N. 63° 16' 42" E., ALONG SAID CENTERLINE A DISTANCE OF 90.00 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1196.11 FEET AND A CENTRAL ANGLE OF 43° 07' 04"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID CENTERLINE A DISTANCE OF 900.13 FEET; SAID ARC HAVING A CHORD BEARING OF N. 41° 43' 10" E., AND A CHORD DISTANCE OF 879.04 FEET; LEAVING SAID CENTERLINE THENCE S. 68° 24' 08" E. ALONG A RADIAL LINE A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 468; THENCE S. 68° 24' 08" E., ON A RADIAL LINE, A DISTANCE OF 37.11 FEET; THENCE N. 84° 32' 29" E. A DISTANCE OF 447.36 FEET; THENCE N. 22° 09' 30" E. A DISTANCE OF 122.39 FEET; THENCE N. 58° 24' 13" E. A DISTANCE OF 128.38 FEET; THENCE N. 80° 26' 21" E. A DISTANCE OF 258.44 FEET; THENCE S. 09° 36' 02" E. A DISTANCE OF 45.70 FEET; THENCE S. 78° 28' 29" W. A DISTANCE OF 173.11 FEET; THENCE S. 26° 58' 33" E. A DISTANCE OF 234.85 FEET; THENCE S. 12° 55' 35" E. A DISTANCE OF 244.22 FEET; THENCE N. 77° 08' 40" E., A DISTANCE OF 61.60 FEET; THENCE S 12° 51' 20" E. A DISTANCE OF 14.00 FEET; THENCE S. 77° 08' 40" W. A DISTANCE OF 61.58 FEET; THENCE S. 12° 55' 35" E. A DISTANCE OF 15.00 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 84° 36' 50"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 88.61 FEET, SAID ARC HAVING A CHORD BEARING OF S. 29° 22' 50" W. AND A CHORD DISTANCE OF 80.77 FEET; THENCE S. 71° 41' 15" W. A DISTANCE OF 118.90 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 97° 05' 58"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 127.10 FEET, SAID ARC HAVING A CHORD BEARING OF N. 59° 45' 46" W. AND A CHORD DISTANCE OF 112.43 FEET; THENCE N. 11° 12' 47" W. A DISTANCE OF 236.84 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 170.00 FEET AND A CENTRAL ANGLE OF 20° 40' 49"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 61.36 FEET, SAID ARC HAVING A CHORD BEARING OF N. 21° 33' 11" W. AND A CHORD DISTANCE OF 61.03 FEET; THENCE N. 31° 53' 36" W. A DISTANCE OF 42.15 FEET; THENCE S. 88° 26' 47" W. A DISTANCE OF 218.47 FEET; THENCE S. 84° 32' 29" W. A DISTANCE OF 366.90 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF COUNTY ROAD 468, SAID POINT BEING ON A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1261.11 FEET AND A CENTRAL ANGLE OF 03° 25' 23"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 75.34 FEET TO THE POINT OF BEGINNING; SAID CURVE HAVING A CHORD BEARING OF N. 21° 56' 46" E. AND A CHORD DISTANCE OF 75.33 FEET.

AND LESS

PARCEL 3:

WRA C

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE N. 00° 30' 06" E., ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 26, A DISTANCE OF 1304.60 FEET TO A POINT ON THE PROPOSED CENTERLINE OF COUNTY ROAD 468; THENCE N. 63° 16' 42" E., ALONG SAID CENTERLINE A DISTANCE OF 90.00 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1196.11 FEET AND A CENTRAL ANGLE OF 53° 42' 28"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID CENTERLINE A DISTANCE OF 1121.21 FEET TO THE POINT OF TANGENCY; SAID ARC HAVING A CHORD BEARING OF N. 36° 25' 28" E., AND A CHORD DISTANCE OF 1080.61 FEET; THENCE N. 09° 34' 14" E., A DISTANCE OF 811.05 FEET; THENCE LEAVING SAID CENTERLINE S. 80° 25' 46" E., A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING. SAID POINT ALSO BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 468; THENCE S. 80° 25' 46" E., A DISTANCE OF 203.00 FEET TO THE EASTERLY EASEMENT LINE OF A PROGRESS ENERGY POWER LINE EASEMENT BEING 100 FEET WIDE; THENCE N. 09° 34' 14" E., ALONG SAID EASTERLY LINE, A DISTANCE OF 58.27 FEET; THENCE LEAVING SAID EASTERLY LINE PROCEED S. 80° 25' 46" E., A DISTANCE OF 153.20 FEET; THENCE S. 41° 13' 40" E., A DISTANCE OF 201.57 FEET; THENCE S. 22° 21' 27" E., A DISTANCE OF 234.98 FEET; THENCE S. 67° 38' 33" W., A DISTANCE OF 248.59 FEET; THENCE N. 22° 21' 27" W., A DISTANCE OF 186.22 FEET; THENCE N. 80° 25' 46" W., A DISTANCE OF 124.22 FEET TO SAID EASTERLY LINE OF A POWER LINE EASEMENT; THENCE N. 09° 34' 14" E., ALONG SAID EASTERLY LINE A DISTANCE OF 186.99 FEET, THENCE LEAVING SAID EASTERLY LINE PROCEED N. 80° 25' 46" W., A DISTANCE OF 203.00 FEET TO THE EASTERLY RIGHT OF WAY OF COUNTY ROAD 468, THENCE N. 09° 34' 14" E., ALONG SAID EASTERLY RIGHT OF WAY A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING.

AND TOGETHER WITH

THAT LAND LYING IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 20, BEING THE POINT OF COMMENCEMENT, RUN ALONG THE EAST LINE THEREOF THE FOLLOWING TWO COURSES: N00°07'23"E, 46.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°07'23"E, 1,871.16 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF FLORIDA'S TURNPIKE; THENCE DEPARTING SAID EAST LINE AND ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY THE FOLLOWING TWO COURSES: N42°56'27"W, 3,013.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 5,579.58 FEET; THENCE NORTHWESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 07°56'12", A DISTANCE OF 772.89 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY AND ALONG SAID EAST LINE, S00°09'41"W, 661.41 FEET TO THE NORTH LINE OF SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID EAST LINE AND ALONG SAID NORTH LINE, N89°53'07"W, 1,322.23 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE DEPARTING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4, S00°10'33"W, 654.20 FEET TO THE NORTHERLY

RIGHT-OF-WAY OF LOIS AVENUE, AS SHOWN ON WILDWOOD RANCH, AS RECORDED IN PLAT BOOK 3, PAGES 29A THROUGH 29B, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE FOLLOWING COURSES AS SHOWN ON SAID PLAT: DEPARTING SAID WEST LINE AND ALONG SAID NORTHERLY RIGHT-OF-WAY, S89°39'15"E, 353.50 FEET TO THE NORTHERLY EXTENSION OF THE EASTERLY RIGHT-OF-WAY OF LEE STREET; THENCE DEPARTING SAID RIGHT-OF-WAY, S00°21'17"W, ALONG THE EASTERLY RIGHT-OF-WAY OF LEE STREET AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 178.54 FEET TO THE SOUTHWEST CORNER OF LOT 2, BLOCK P; THENCE DEPARTING THE EASTERLY RIGHT-OF-WAY OF LEE STREET AND ALONG THE BOUNDARY OF SAID LOT 2 THE FOLLOWING COURSES: S89°39'16"E, 580.03 FEET; THENCE N00°21'57"E, 178.54 FEET TO THE NORTHERLY RIGHT-OF-WAY OF LOIS AVENUE; THENCE DEPARTING THE BOUNDARY OF SAID LOT 2 AND ALONG SAID NORTHERLY RIGHT-OF-WAY, S89°39'16"E, 515.91 FEET TO THE NORTHERLY EXTENSION OF THE WESTERLY BOUNDARY OF LOT 13, BLOCK N; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, S00°22'04"W, ALONG SAID NORTHERLY EXTENSION AND WESTERLY BOUNDARY A DISTANCE OF 666.78 FEET TO THE NORTHEAST CORNER OF LOT 3, BLOCK N; THENCE ALONG THE BOUNDARY OF LOTS 3 AND 4, BLOCK N, THE FOLLOWING COURSES: N89°39'51"W, 155.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE S00°22'04"W, 611.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE S89°35'38"E, 310.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE N00°22'04"E, 612.15 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE DEPARTING THE BOUNDARY OF SAID LOTS 3 AND 4, ALONG THE SOUTHERLY BOUNDARY OF LOTS 9 THROUGH 12, BLOCK N, AND THE EASTERLY EXTENSION THEREOF, S89°39'51"E, 689.50 FEET TO THE EASTERLY RIGHT-OF-WAY OF JUANITA STREET; THENCE DEPARTING SAID EASTERLY EXTENSION AND ALONG SAID EASTERLY RIGHT-OF-WAY, S00°19'38"W, 662.84 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF LOT 4, BLOCK M; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY AND ALONG SAID NORTHERLY BOUNDARY, S89°37'33"E, 345.89 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, S00°05'42"W, 661.44 FEET TO THE SOUTHWEST CORNER THEREOF AND THE NORTHEAST CORNER OF LOT 20, BLOCK H; THENCE DEPARTING SAID WEST LINE AND ALONG THE NORTHERLY BOUNDARY OF SAID LOT 20, N89°41'39"W, 643.47 FEET TO THE EASTERLY RIGHT-OF-WAY OF WILDWOOD STREET; THENCE DEPARTING SAID NORTHERLY BOUNDARY AND ALONG SAID EASTERLY RIGHT-OF-WAY, S00°21'08"W, 1,310.74 FEET TO THE SOUTHWEST CORNER OF LOT 13, BLOCK H; THENCE ALONG THE SOUTHERLY BOUNDARY OF LOTS 13 AND 30, BLOCK H, S89°38'50"E, 1,260.27 FEET TO THE SOUTHEAST CORNER OF SAID LOT 30 AND THE WESTERLY RIGHT-OF-WAY OF MEDINA STREET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY AND ALONG SAID RIGHT-OF-WAY, N00°21'42"E, 35.24 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 13, BLOCK G; THENCE DEPARTING SAID RIGHT-OF-WAY AND ALONG SAID WESTERLY EXTENSION AND THE SOUTH BOUNDARY OF SAID LOT 13, BLOCK G, S89°35'54"E, 699.28 FEET TO THE POINT OF BEGINNING.

AND

THE SOUTH 1/2 OF THE SOUTH 1/2 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING SOUTH OF LAKE OKAHUMPKA, LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA AND RUN WESTERLY ALONG THE SOUTH LINE THEREOF A DISTANCE OF 436.00 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1323, PAGE 77, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH, ALONG THE WEST BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1323, PAGE 77, A DISTANCE OF 500.00 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1334, PAGE 158, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE RUN NORTH ALONG THE WESTERLY BOUNDARY THEREOF, A DISTANCE OF 431.00 FEET, MORE OR LESS, TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY OF C-468 AS DESCRIBED IN OFFICIAL RECORDS BOOK 2211, PAGE 383, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA. THENCE RUN SOUTHWESTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY A DISTANCE OF 1,004.17 FEET, MORE OR LESS, TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY AND ALONG SAID WEST LINE, RUN SOUTH, A DISTANCE OF 477.45 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE RUN EAST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 888.50 FEET TO THE POINT OF BEGINNING.

AND

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH OF COUNTY ROAD C-468.

AND

THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY FLORIDA,

AND

THE SOUTH 1/2 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH OF THE NORTHERLY RIGHT-OF-WAY FOR COUNTY ROAD C-468 AND LYING NORTHEASTERLY OF THE LIMITED ACCESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE, AS PER OFFICIAL RECORDS BOOK 2962, PAGE 320, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, SAID LIMITED ACCESS RIGHT-OF-WAY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY OF FLORIDA'S TURNPIKE AS DESCRIBED IN OFFICIAL RECORDS BOOK 1352, PAGE 23 PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND THE NORTHERLY BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 871, PAGE 387, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 1352, PAGE 23, THE FOLLOWING COURSES: N42°56'50"W, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY A DISTANCE OF 2,536.06 FEET TO THE POINT OF CUSP OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1,112.00 FEET AND A CHORD BEARING AND DISTANCE OF S65°26'09"E, 543.85 FEET; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE,

THROUGH A CENTRAL ANGLE OF 28°18'33", A DISTANCE OF 549.42 FEET; THENCE DEPARTING THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 1352, PAGE 23, S79°35'24"E, 647.30 FEET; THENCE S78°36'25"E, 172.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,255.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 29°40'30", A DISTANCE OF 650.00 FEET; THENCE S48°56'05"E, 73.19 FEET; THENCE S51°47'40"E, 225.28 FEET; THENCE S48°55'55"E, 277.70 FEET; THENCE S46°04'10"E, 225.28 FEET; THENCE S48°55'55"E, 126.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 48°36'09", A DISTANCE OF 466.55 FEET; THENCE S00°19'46"E, 174.91 FEET TO THE NORTHERLY BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 871, PAGE 387, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING COURSES, S89°41'23"W, 291.99 FEET; THENCE N89°48'21"W, 746.65 FEET TO THE POINT OF BEGINNING.

LESS

ANY PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1077, PAGE 294, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, SAID LAND DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST SOUTHWESTERLY CORNER OF LOT 8, OF TIMBERWOOD ESTATES, AS SUBDIVISION RECORDED IN PLAT BOOK 3, PAGES 54, 54-A, THROUGH 54-E, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 23 EAST, IN SUMTER COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 468; FROM SAID POINT OF BEGINNING, RUN S63 DEGREES 08'41"W, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 468, A DISTANCE OF 186.53 FEET TO A POINT THAT IS 150 FEET WEST OF, WHEN MEASURED AT RIGHT ANGLES THERETO, THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 27; THENCE N00 DEGREES 15'45"E, PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 900.00 FEET; THENCE N63 DEGREES 08'41"E, PARALLEL WITH THE NORTHWESTERLY LINE OF SAID STATE ROAD NO. 468, A DISTANCE OF 168.53 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 27; THENCE S00 DEGREES 15'45"W, ALONG THE EAST LINE OF THE SOUTHEAST 1/4, A DISTANCE OF 900.00 FEET TO THE POINT OF BEGINNING.

AND LESS

ANY PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2397, PAGE 654, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; SAID LANDS BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. PROCEED THENCE N00°25'17"E, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 27 A DISTANCE OF 702.53 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 468; THENCE RUN S63°16'42"W, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 579.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 3209.04 FEET AND A CENTRAL ANGLE OF 03°18'56"; THENCE RUN SOUTHWESTERLY ALONG THE

ARC OF SAID CURVE AND SAID RIGHT-OF-WAY LINE AN ARC DISTANCE OF 185.70 FEET, SAID ARC HAVING A CHORD BEARING OF S64°56'10"W AND A CHORD DISTANCE OF 185.67 FEET; THENCE N26°47'28"W, A DISTANCE OF 636.06 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE S89°09'36"W, A DISTANCE OF 1392.04 FEET; THENCE N00°00'00"E, A DISTANCE OF 38.43 FEET; THENCE N33°27'25"E, A DISTANCE OF 128.60 FEET; THENCE N90°00'00"E, A DISTANCE OF 65.68 FEET; THENCE N00°00'00"W, A DISTANCE OF 136.46 FEET; THENCE N66°33'20"E, A DISTANCE OF 30.59 FEET; THENCE S86°48'38"E, A DISTANCE OF 39.86 FEET; THENCE N54°48'54"E, A DISTANCE OF 55.88 FEET; THENCE N80°43'41"E, A DISTANCE OF 87.06 FEET; THENCE S82°41'14"E, A DISTANCE OF 71.19 FEET; THENCE S51°13'54"E, A DISTANCE OF 65.18 FEET; THENCE S31°40'45"E, A DISTANCE OF 71.00 FEET; THENCE S20°50'35"E, A DISTANCE OF 109.42 FEET; THENCE S60°43'07"E, A DISTANCE OF 94.48 FEET; THENCE S74°56'15"E, A DISTANCE OF 54.13 FEET; THENCE S80°26'04"E, A DISTANCE OF 105.19 FEET; THENCE S75°26'19"E, A DISTANCE OF 60.91 FEET; THENCE S80°03'12"E, A DISTANCE OF 2.90 FEET; THENCE N89°09'36"E, A DISTANCE OF 180.52 FEET; THENCE N67°24'55"E, A DISTANCE OF 54.46 FEET; THENCE N11°24'01"E, A DISTANCE OF 53.61 FEET; THENCE N31°13'17"E, A DISTANCE OF 71.05 FEET; THENCE N22°50'32"E, A DISTANCE OF 132.04 FEET; THENCE N43°14'32"E, A DISTANCE OF 73.34 FEET; THENCE N44°41'23"E, A DISTANCE OF 82.50 FEET; THENCE N66°57'12"E, A DISTANCE OF 118.62 FEET; THENCE S82°40'56"E, A DISTANCE OF 56.90 FEET; THENCE N86°13'54"E, A DISTANCE OF 55.03 FEET THENCE N78°13'13"E, A DISTANCE OF 53.76 FEET; THENCE N49°39'54"E, A DISTANCE OF 76.95 FEET; THENCE N72°26'22"E, A DISTANCE OF 40.27 FEET; THENCE N51°53'19"E, A DISTANCE OF 86.37 FEET; THENCE S85°05'47"E, A DISTANCE OF 81.98 FEET; THENCE N83°59'34"E, A DISTANCE OF 103.91 FEET; THENCE N80°44'25"E, A DISTANCE OF 65.27 FEET; THENCE N80°39'14"E, A DISTANCE OF 53.25 FEET; THENCE N76°56'22"E, A DISTANCE OF 77.28 FEET; THENCE N67°45'41"E, A DISTANCE OF 116.14 FEET; THENCE S00°37'41"E, A DISTANCE OF 164.14 FEET; THENCE S63°15'42"W, A DISTANCE OF 920.98 FEET; THENCE S 26°47'28", A DISTANCE OF 19.43 FEET TO THE POINT OF BEGINNING.

AND TOGETHER WITH

ALL OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH OF COUNTY ROAD 468, LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE; AND LESS ANY PORTION THEREOF LYING WITHIN THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2962, PAGE 320, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THAT LAND LYING IN SECTIONS 27 AND 28, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY OF FLORIDA'S TURNPIKE AND THE NORTHERLY BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 871, PAGE 387, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING COURSES: N89°48'22"W, 612.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 11,394.16 FEET; THENCE WESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 02°00'43", A DISTANCE OF 400.11 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 11,524.16 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°56'58", A DISTANCE OF 392.08 FEET; THENCE N89°44'49"W, 329.14 FEET TO THE WESTERLY BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1864, PAGE 259, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY BOUNDARY AND ALONG SAID WESTERLY BOUNDARY THE FOLLOWING COURSES: N00°13'42"W, 1,574.91

FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 622.20 FEET; THENCE NORTHERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 33°45'46", A DISTANCE OF 366.64 FEET TO A POINT ON THE BOUNDARY OF SAID LANDS RECORDED IN OFFICIAL RECORDS BOOK 1352, PAGE 23 AND A POINT ON THE ARC OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,112.00 FEET AND A CHORD BEARING AND DISTANCE OF N39°26'30"W, 148.13 FEET; THENCE ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1352, PAGE 23 THE FOLLOWING COURSES: NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°38'16", A DISTANCE OF 148.24 FEET; THENCE N43°15'38"W, 342.25 FEET; THENCE N40°30'45"W, 513.82 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF FLORIDA'S TURNPIKE; THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY, S42°56'50"E, 3,681.60 FEET TO THE POINT OF BEGINNING.

AND TOGETHER WITH

THAT LAND LYING IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 29, BEING THE POINT OF COMMENCEMENT, RUN ALONG THE EAST LINE THEREOF THE FOLLOWING TWO COURSES: S00°19'55"W, 448.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°19'55"W, 2,210.14 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 29; THENCE ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 29, S00°20'02"W, 2,516.37 FEET TO THE NORTHERLY RIGHT-OF-WAY OF C-468; THENCE DEPARTING SAID EAST LINE AND ALONG SAID RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2791, PAGE 736 AND OFFICIAL RECORDS BOOK 871, PAGE 387, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, THE FOLLOWING COURSES: N89°43'13"W, 115.87 FEET; THENCE S88°50'55"W, 747.68 FEET; THENCE N89°09'24"W, 209.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 5,794.58 FEET; THENCE WESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 02°29'41", A DISTANCE OF 252.30 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4; THENCE DEPARTING SAID RIGHT-OF-WAY AND ALONG SAID EAST LINE, N00°29'26"E, 1,377.15 FEET TO THE SOUTHEAST CORNER OF LOT 13, BLOCK F, AS SHOWN ON WILDWOOD RANCH, AS RECORDED IN PLAT BOOK 3, PAGES 29A THROUGH 29B, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE FOLLOWING COURSES AS SHOWN ON SAID PLAT: N89°38'52"W, ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 13 A DISTANCE OF 639.93 FEET TO THE EASTERLY RIGHT-OF-WAY OF WILDWOOD STREET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, N00°21'01"E, 3,501.12 FEET TO THE NORTHWESTERLY CORNER OF LOT 10, BLOCK H; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, S89°39'22"E, ALONG THE NORTHERLY BOUNDARY OF LOT 10, BLOCK H AND LOT 31, BLOCK H, A DISTANCE OF 1,260.08 FEET TO THE WESTERLY RIGHT-OF-WAY OF MEDINA STREET; THENCE DEPARTING SAID NORTHERLY BOUNDARY AND ALONG SAID WESTERLY RIGHT-OF-WAY, S00°21'42"W, 130.36 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 9, BLOCK G; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, S89°37'28"E, ALONG SAID WESTERLY EXTENSION AND THE NORTHERLY BOUNDARY OF SAID LOT 9, 699.71 FEET TO THE POINT OF BEGINNING.

AND

THE NORTH 3/4 OF THE EAST 1/2 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS RIGHT-OF-WAY FOR COUNTY ROAD 501 AND LESS RIGHT-OF-WAY FOR COUNTY ROAD 468;

AND

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA AND THE NORTH 30.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; LESS THAT PORTION OF THE EAST 35.75 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING SOUTH OF THE NORTH 208.71 FEET THEREOF, ALSO LESS RIGHT-OF-WAY FOR COUNTY ROAD 501.

AND

ALL OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH OF COUNTY ROAD C-468; LESS THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND LESS THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 LYING SOUTHWESTERLY OF FLORIDA'S TURNPIKE. ALSO LESS RIGHT-OF-WAY FOR COUNTY ROAD 501; ALSO LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE.