

**AGREEMENT TO TRANSFER TITLE
TO SUBDIVISION LOT**

THIS AGREEMENT is entered into as of the _____ day of _____, 2012, between **THE CITY OF LEESBURG, FLORIDA** (hereafter referred to as the "City"), and **VILLAGE AT LAKE POINTE HOMEOWNER'S ASSOCIATION, INC.** (hereafter referred to as the "Association"),

WITNESSETH:

THAT the Association has acquired title to the following described real property in Lake County, Florida (hereafter referred to as the "Lot"):

Lot 87, VILLAGE AT LAKE POINTE, according to the plat thereof recorded in Plat Book 50, Pages 8 and 9, Public Records of Lake County, Florida.

The Association desires that the City take title to the Lot and construct a paved public roadway across it, providing access from Sunnyside Drive to Lake Pointe Circle, and the City has agreed to do so under the conditions outlined below.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained in this Agreement, the sum of \$10.00, and other good and valuable considerations, in hand paid and given by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Association shall, within no more than ten (10) calendar days from the date the last party signs this Agreement, convey the Lot to the City by Warranty Deed, free and clear of all liens and encumbrances except as specifically authorized in this Agreement. The City shall not be required to pay monetary consideration for this transfer of title, and the consideration for the transfer shall be the performance by the City of those obligations imposed on it under this Agreement.

2. The Association may reserve to itself, in the Warranty Deed transferring title to the Lot to the City, an easement over the unpaved portions of the Lot, for the installation and maintenance of landscaping, an irrigation system, and an entrance sign. Any improvements installed by the Association within this easement shall be at the sole expense of the Association, and must meet all standards and requirements imposed by the City's Code of Ordinances. The Association shall bear all responsibility for the maintenance and upkeep of these improvements. With the prior permission and approval of the City, the Association may install one or more irrigation pipes beneath the paved roadway, solely within irrigation chases constructed by the City for this purpose, but the Association shall bear all expenses of repairing to then current City standards any damage to the roadway caused by such installation of irrigation pipes or any future maintenance of the pipes after the road is fully paved. The Association shall indemnify the City and hold the City harmless against any claim or cause of action, loss or damage, whether for death or injury to persons or damage to property or of any other nature whatsoever, arising out of or resulting in any way from the exercise by the Association of its easement rights or from the improvements placed on the Lot by the Association under its easement. This provision shall survive the transfer of title to the Lot.

3. Within not more than ninety (90) days from the date the Association conveys to it title to the Lot, the City shall construct an asphalt roadway over Lot 87 running from Lake Pointe Circle to Sunnyside Drive, which shall be a public roadway for access to and from the subdivision of which the

Lot is a part. The City shall bear responsibility for the maintenance of this roadway. The deadline for construction of the roadway shall be extended if required as a result of inclement weather, labor strife, shortage or unavailability of required materials or equipment, or other causes beyond the control of the City.

Notwithstanding any provision in any restrictive covenants applicable to the subdivision of which the Lot is a part that may prohibit the use of the Lot for other than residential purposes, the Association does hereby grant to the City all right and permission to use the Lot for the construction of the roadway contemplated by this Agreement, and shall defend the City and indemnify it against any action or proceeding in which the complainant seeks to prohibit or enjoin use of the Lot for roadway purposes or to recover damages due to the use of the Lot for roadway purposes.

4. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Agreement shall be in Lake County, Florida. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement. The City shall have no responsibility to the Association or residents of the subdivision in which the Lot is located, concerning a roadway from Lake Pointe Circle to Sunnyside Drive, other than those duties explicitly undertaken by the City in this Agreement.

5. This Agreement shall not be binding on the City until it has been approved by the City Commission at a public meeting at which a quorum was present, this Agreement was listed on the agenda for consideration, and this Agreement received approval by a majority of those Commissioners present.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement on the dates shown.

WITNESSES:

Michelle Metheny
Michelle Metheny 4/11/12

(Type or print name of witness)

VILLAGE AT LAKE POINTE
HOMEOWNER'S ASSOCIATION, INC.

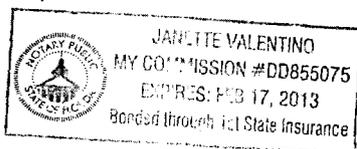
BY: *Steven P. Metheny*
STEVEN METHENY, President

(Type or print name of witness)

Janette Valentino 4-11-12
Janette Uclini

DATE: April 11, 2012

Michael D. Leuchter 4/11/12 Treas.
Ted Silberstein 4-11-12 SECRETARY



THE CITY OF LEESBURG, FLORIDA

BY: SANNA HENDERSON, Mayor

Attest:
BETTY RICHARDSON, City Clerk

DATE: , 2012

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY