



**AGREEMENT FOR EXCHANGE  
OF REAL PROPERTY**

**THIS AGREEMENT** is entered into between **THE CITY OF LEESBURG, FLORIDA**, P.O. Box 490630, Leesburg, Florida 34749, hereafter referred to as the "City," and **THE PLANTATION AT LEESBURG HOMEOWNERS ASSOCIATION, INC.**, 25201 U.S. Highway 27, Leesburg, Florida 34748, hereafter referred to as the "Association,"

**WITNESSETH:**

That the Association owns the real property described on Exhibit "A" attached, and the City owns the real property described on Exhibit "B" attached. The parties desire to exchange these parcels and have entered into this Agreement to set forth in writing their arrangements in that regard.

**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 are hereby acknowledged, the parties agree as set forth below:

1. The City shall obtain title searches on the two parcels described on Exhibits "A" and "B" attached, at its expense. Upon recording of the deeds exchanging the two parcels, the City will cause to be issued to the Association a policy of title insurance on the property described on Exhibit "B" insuring the title of the Association to that parcel, in the face amount of \$135,000.00. The City will also cause to be issued to itself a title insurance policy in the face amount of \$17,500.00, insuring its title to the real property described on Exhibit "A" attached.

2. If the title searches find title to the two parcels to be marketable, the parties shall executed Special Warranty Deeds to one another for the parcels to be exchanged. If the title searches disclose defects which render title to either parcel unmarketable, the party which currently owns the parcel having title defects shall utilize its best efforts to cure those defects within 90 days of the date on which it is advised of the existence of the defects. If that party is not able to cure the defects within the allotted time, the other party may elect either to accept the parcel with the title defects, or to cancel this Agreement whereupon neither party shall have any further obligation to the other with respect to the subject matter of this Agreement.

3. Either party may have a survey done of the parcel it is to receive under this Agreement, and if such survey discloses the existence of any encroachments, boundary disputes, possible unrecorded easements, or other problems, such problems shall be treated in the same manner as title defects with the time periods to run from the date the other party is advised of the existence of the survey problems.

4. The Association acknowledges that the parcel it is to convey to the City is encumbered by certain dedications on the plat of subdivision, for Conservation, Drainage and Retention. The Association agrees to include in the Special Warranty Deed in favor of the City a clause specifically releasing any and all rights and claims of the Association arising out of those dedications on the subdivision plat, and freeing the parcel of any encumbrance the Association

may hold as a result of those dedications. The Association understands that the City is acquiring the property from it for the express purpose of constructing a water treatment plant which makes release of the dedications vital to the City's interests under this Agreement.

5. Neither party shall pay any money to the other, or transfer any consideration whatsoever to the other, except for the transfer to the other of the real property described on the attached Exhibits. The transfer of the property from the City to the Association, and the Association to the City, shall constitute the sole consideration the parties are to receive from each other.

6. If either party has any improvements or personalty on its parcel at the time this Agreement is executed, all such improvements and personalty that party desires to retain shall be removed from its parcel prior to the exchange of deeds. Without limiting the generality of the foregoing, the City will demolish its former wastewater treatment plant located on property adjacent to the property described on Exhibit "B" and will level the Rapid Infiltration Basin area located on the property described on Exhibit "B."

7. The transfer of the parcels shall take place within 30 days of the later of the following: (a) the date the last party executes this Agreement, or (b) the date on which the title defects are removed, or (c) the time to cure title defects expires.

8. If either party breaches this Agreement, the other party may seek specific performance, or may seek recovery of its actual damages arising from the breach, excluding any special or consequential damages however.

9. 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.

10. In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable court costs and attorneys' fees in addition to any other relief obtained, whether at trial, on appeal, in any proceedings in bankruptcy or insolvency, or in any proceedings to collect or enforce a judgment obtained.

11. The City is exempt from payment of ad valorem taxes. Therefore, the Association shall bear the responsibility for payment of all taxes for the year 2014 on the property it receives from the City under this Agreement. As to the parcel the City receives from the Association,

unless the Association is also exempt from ad valorem taxation, taxes shall be computed through the date of transfer on a daily prorated basis, using the taxes for 2013 as an estimate, and the Association shall pay to the City the amount of taxes due for the period from January 1, 2014, through the date of transfer, within no more than 30 days from the date of the transfer.

12. The City shall not be required at any time to pay any dues or assessments to the Association on the property it receives under this Agreement. To the extent the restrictive covenants of the subdivision would require payment of dues or assessments, the Association waives the right to collect those from the City. This provision shall survive the closing and transfer of the parcels.

**IN WITNESS WHEREOF**, the parties have caused their duly authorized representatives to set their hands and seals to this Agreement on the dates shown.

THE CITY OF LEESBURG, FLORIDA

BY: \_\_\_\_\_  
JOHN CHRISTIAN, Mayor

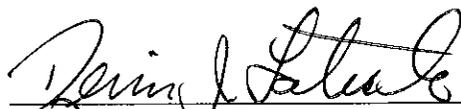
Attest: \_\_\_\_\_  
BETTY RICHARDSON, City Clerk

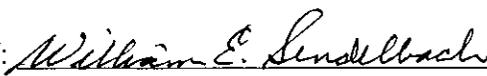
APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
CITY ATTORNEY

WITNESSES:

THE PLANTATION AT LEESBURG  
HOMEOWNERS ASSOCIATION, INC.

  
\_\_\_\_\_  
DENNIS J. LATIMER  
(Type or print name of witness)

BY:   
\_\_\_\_\_  
WILLIAM E. SENDELBACH,  
President

  
\_\_\_\_\_  
LINDA WILSON  
(Type or print name of witness)

# EXHIBIT "A"

## LEGAL DESCRIPTION

ALL PARCELS ARE PART OF THE PLAT OF "THE PLANTATION AT LEESBURG, RIVERWALK VILLAGE" AS RECORDED IN PLAT BOOK 35, PAGES 73-75 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT "B" OF "THE PLANTATION AT LEESBURG, RIVERWALK VILLAGES" AS RECORDED IN PLAT BOOK 35, PAGES 73-75, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TRACT "A" OF "THE PLANTATION AT LEESBURG, RIVERWALK VILLAGES" AS RECORDED IN PLAT BOOK 35, PAGES 73-75, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS THE FOLLOWING DESCRIBED PORTION OF SAID TRACT "A":

BEGINNING AT THE SOUTHEASTERLY CORNER OF TRACT "A", OF "THE PLANTATION AT LEESBURG, RIVERWALK VILLAGES" AS RECORDED IN PLAT BOOK 35, PAGES 73-75, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT OF BEGINNING ALSO LYING ON THE NORTHERLY RIGHT OF WAY LINE OF PLANTATION BOULEVARD AS RECORDED IN SAID PLAT BOOK 35; THENCE, FROM SAID POINT OF BEGINNING, RUN NORTH 71°22'12" WEST ALONG SAID NORTHERLY RIGHT OF WAY 196.70 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 800.00 FEET, AN ANGLE OF 01° 07'27", AND A CHORD BEARING AND DISTANCE OF NORTH 71°55'56" WEST, 15.70 FEET; THENCE, FROM SAID POINT OF CURVATURE CONTINUING ALONG SAID RIGHT OF WAY, RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 15.70 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 175.00 FEET, AN ANGLE OF 66°57'44", AND A CHORD BEARING AND DISTANCE OF NORTH 39°00'47" WEST, 193.08 FEET; THENCE, CONTINUE ALONG SAID RIGHT OF WAY AND ARC OF SAID CURVE, RUN A DISTANCE OF 204.52 FEET TO THE POINT OF TANGENCY; THENCE, CONTINUING ALONG SAID RIGHT OF WAY, RUN NORTH 05°31'55" WEST, 109.60 FEET; THENCE, DEPARTING AFORESAID RIGHT OF WAY, RUN NORTH 84°28'05" EAST A DISTANCE OF 23.98 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID TRACT "A"; THENCE, ALONG SAID EASTERLY BOUNDARY, RUN THE FOLLOWING THREE (3) BEARING AND DISTANCES: SOUTH 25°26'21" EAST, 100.97 FEET; SOUTH 45°42'19" EAST, 240.04' FEET; NORTH 88°16'14" EAST, 171.68 FEET TO A POINT ON THE THE SOUTHEASTERLY LINE ON SAID TRACT "A"; THENCE, ALONG SAID SOUTHEASTERLY LINE, RUN SOUTH 45°39'02" WEST, 108.00 FEET TO THE POINT OF BEGINNING

THE ABOVE DESCRIBED PARCELS CONTAINS 263,956.137 SQUARE FEET OR 6.06 ACRE, MORE OR LESS.

## GENERAL NOTES

- 1: This is NOT A BOUNDARY SURVEY.
- 2: This sketch is to show a graphical representation of the description on sheet 1.
- 3: This sketch was prepared for the City of Leesburg and its assign's as there interests may appear. Use of this sketch by any other parties is strictly forbidden.
- 4: Use of the sketch shown on sheet 2 for any other purpose than that stated in note (2) is the sole responsibility of the user. The City of Leesburg assumes no liability for the misuse of this information.
- 5: All information outside the labeled limits of this site is for general reference purposes only. Assumption of correctness outside of said site boundary is the liability of the user.
- 6: The Bearings, shown hereon, are relative to assumed datum and are Based on bearings record in Plat Book 35, Pages 73 thru 75 of the Public Records of Lake County, Florida.
- 7: This sketch was prepared by the City of Leesburg, Public works Department, Engineering Division, under the direction of DC Maudlin, Director for Public Works, for the City of Leesburg.
- 8: This sketch contains 2 sheets in which NONE are valid without all remaining sheets.

I, DC MAUDLIN, HAVE REQUESTED THE INFORMATION DEPICTED HERON AND ACKNOWLEDGE RECEIPT OF THE INFORMATION AND IT IS SATISFACTORY FOR MY NEEDS AS OF THE DATE OF THIS SIGNATURE.

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

Director, Public Works, City of Leesburg.



CITY OF LEESBURG  
PUBLIC WORKS DEPT.  
ENGINEERING DIVISION  
550 S. 14th ST. - P.O. BOX 490630  
LEESBURG, FLORIDA 34749  
PHONE (352) 728-9755  
FAX (352) 728-9879

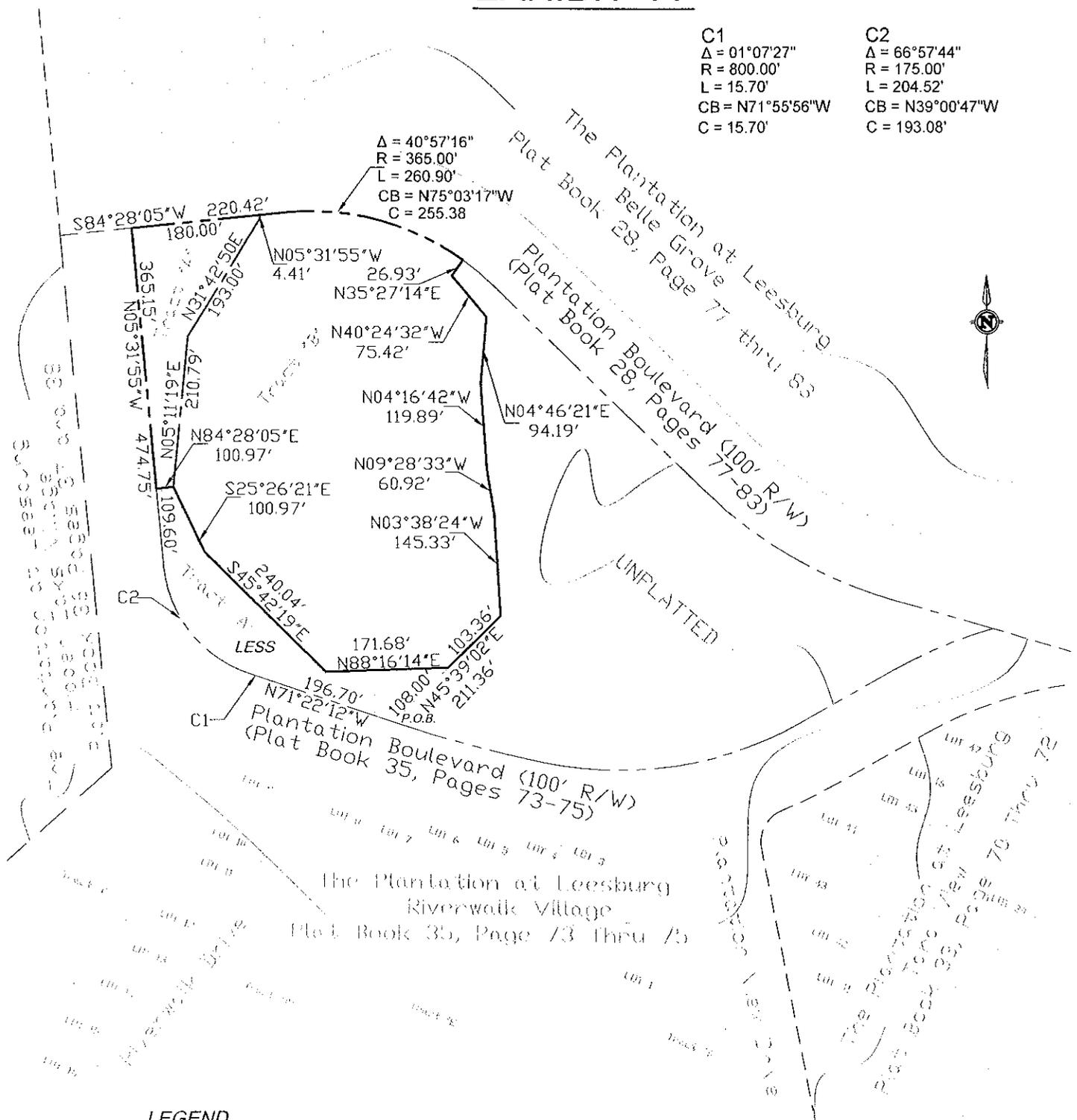
SKETCH OF DESCRIPTION  
PLANTATION AT LEESBURG  
WATER TREATMENT PLANT  
PLANTATION HOME OWNERS ASSOCIATION  
TO THE CITY OF LEESBURG

DATE: 01/09/2014  
DRAWN: ACP  
CHECKED: DCM  
APPROVED: DCM  
SCALE: NTS  
FILE NO.: LE14001

SHEET  
NUMBER  
1  
OF  
2

# EXHIBIT "A"

C1	C2
$\Delta = 01^{\circ}07'27''$	$\Delta = 66^{\circ}57'44''$
R = 800.00'	R = 175.00'
L = 15.70'	L = 204.52'
CB = N71^{\circ}55'56"W	CB = N39^{\circ}00'47"W
C = 15.70'	C = 193.08'



## LEGEND

- |        |                         |           |                         |
|--------|-------------------------|-----------|-------------------------|
| C/L    | - CENTERLINE            | CB        | - CHORD BEARING         |
| R/W    | - RIGHT-OF-WAY          | $\Delta$  | - DELTA                 |
| P.O.B. | - POINT OF BEGINNING    | U.S. HWY. | - UNITED STATES HIGHWAY |
| P.O.C. | - POINT OF COMMENCEMENT | SEC.      | - SECTION               |
| P.B.   | - PLAT BOOK             | SQ. FT.   | - SQUARE FEET           |
| PG.    | - PAGE                  | OR. BK.   | - OFFICIAL RECORD BOOK  |
| C      | - CHORD                 | R         | - PROPERTY LINE         |



**CITY OF LEESBURG**  
 PUBLIC WORKS DEPT.  
 ENGINEERING DIVISION  
 550 S. 14th ST. - P.O. BOX 490630  
 LEESBURG, FLORIDA 34749  
 PHONE (352) 728-9755  
 FAX (352) 728-9879

## SKETCH OF DESCRIPTION

**PLANTATION AT LEESBURG  
 WATER TREATMENT PLANT**  
 PLANTATION HOME OWNERS ASSOCIATION  
 TO THE CITY OF LEESBURG

DATE: 01/09/2014  
 DRAWN: AP  
 CHECKED: DCM  
 APPROVED: DCM  
 SCALE: 1" = 200'  
 FILE NO.: LE14001

SHEET  
 NUMBER  
 2  
 OF  
 2

# EXHIBIT            "B"

A PORTION OF: PARCEL ID # 26-20-24-000100000100. ALTERNATE KEY # 1296463.  
AS DESCRIBED IN OFFICIAL RECORDS BOOK 3228, PAGE 863. PARCEL #1, TO WIT:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA,  
DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF TRACT J, "THE PLANTATION AT LEESBURG, GLEN EAGLE VILLAGE",  
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 11 THROUGH 14, OF THE PUBLIC  
RECORDS OF LAKE COUNTY, FLORIDA; THENCE S. 00°12'12" E. ALONG THE EAST LINE OF SAID TRACT J, 515.01 FEET TO  
THE SOUTHEAST CORNER OF SAID TRACT J AND THE NORTH LINE OF THE PLANTATION AT LEESBURG BELLE GROVE,  
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGES 77 THROUGH 83, OF SAID PUBLIC  
RECORDS; THENCE S. 75°45'11" E. ALONG SAID NORTH LINE, 130.50 FEET; THENCE N. 14°14'51" E. 46.04 FEET; THENCE N.  
59°14'51" E., 27.09 FEET; THENCE S. 75°45'11" E., 258.56 FEET; THENCE N. 36°10'16" E., 112.96 FEET TO THE NORTH LINE  
OF A FLORIDA POWER CORPORATION EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 355, PAGE 278, OF SAID  
PUBLIC RECORDS; THENCE N. 75°45'10" W. ALONG SAID NORTH LINE, 31.53 FEET; THENCE N. 00°12'12" W., 19.87 FEET;  
THENCE N. 89°47'48" E., 35.00 FEET; THENCE N. 00°12'12" W., 824.15 FEET; THENCE S. 89°56'03" W., 483.04 FEET TO THE  
EAST LINE OF SAID THE PLANTATION AT LEESBURG GLEN EAGLE VILLAGE; THENCE S. 00°12'12" E., ALONG SAID EAST  
LINE, 390.26 FEET TO THE POINT OF BEGINNING.

LESS:

COMMENCING AT THE AFOREMENTIONED NORTHEAST CORNER OF TRACT "J", "THE PLANTATION AT LEESBURG, GLEN  
EAGLE VILLAGE", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 11 THROUGH 14, OF THE  
PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE, ALONG THE EAST LINE OF SAID TRACT "J", RUN SOUTH  
00°12'12" EAST, 220.69 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE FROM SAID POINT OF  
BEGINNING, CONTINUING ALONG SAID EAST LINE, RUN SOUTH 00°12'12" EAST, 294.32 FEET TO THE SOUTHEAST  
CORNER OF SAID TRACT J AND THE NORTH LINE OF THE PLANTATION AT LEESBURG BELLE GROVE, ACCORDING TO  
THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGES 77 THROUGH 83, OF SAID PUBLIC RECORDS; THENCE,  
ALONG SAID NORTH LINE, SOUTH 75°45'11" EAST, 130.50 FEET; THENCE, NORTH 14°14'51" EAST, 46.04 FEET; THENCE,  
NORTH 59°14'51" EAST, 27.09 FEET; THENCE SOUTH 75°45'11" EAST, 71.06 FEET TO A LINE THAT IS PARALLEL TO AND  
230.00 FEET EAST OF (WHEN MEASURED AT RIGHT ANGLES) TO SAID EAST LINE OF TRACT "J"; THENCE, ALONG SAID  
PARALLEL LINE, RUN NORTH 00°12'12" WEST, 285.71 FEET; THENCE, DEPARTING SAID PARALLEL LINE, RUN SOUTH  
89°56'03" WEST, 230.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY CONTAINS 370,611.566 SQUARE FEET OR 8.508 ACRE, MORE OR LESS.

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I, DC MAUDLIN, HAVE REQUESTED THE INFORMATION DEPICTED  
HERON AND ACKNOWLEDGE RECEIPT OF THE INFORMATION AND  
IT IS SATISFACTORY FOR MY NEEDS AS OF THE DATE OF THIS  
SIGNATURE.

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

Director, Public Works, City of Leesburg.



**CITY OF LEESBURG**  
PUBLIC WORKS DEPT.  
ENGINEERING DIVISION  
550 S. 14th ST. - P.O. BOX 490630  
LEESBURG, FLORIDA 34749  
PHONE (352) 728-9755  
FAX (352) 728-9879

**SKETCH OF DESCRIPTION**  
**PLANTATION AT LEESBURG**  
**MASTER LIFT STATION**  
CITY OF LEESBURG TO THE  
PLANTATION HOME OWNERS ASSOCIATION

DATE: 01/09/2014  
DRAWN: ACP  
CHECKED: DCM  
APPROVED: DCM  
SCALE: NTS  
FILE NO.: LE14001

SHEET  
NUMBER  
1  
OF  
2

NORTH LINE of  
NE 1/4 of  
SEC. 26-20-24

S89°56'03"W 483.04'

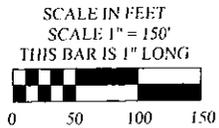
EAST LINE of  
The Plantation  
At Leesburg  
Glen Eagle Village

S00°12'12"E 390.26'

Parent Parcel:  
City of Leesburg, Florida  
Parcel No. 1  
Alternate Key: 1296463  
Parcel ID:  
26-20-24-000100000100  
OR. BK. 3228, PG. 863.

EAST LINE of the  
NE 1/4 of  
SEC. 26-20-24

N00°12'12"W 824.15'



NE CORNER  
TRACT "J"  
P.O.B.  
PARENT  
PARCEL  
P.O.C.  
LESS

LESS

Tract 74  
The Plantation  
At Leesburg  
Glen Eagle Village  
P.O.B. 355, Page 15, Tract 74

The Plantation  
At Leesburg  
Holly Grove  
P.O.B. 355, Page 17, Tract 74

LOT 123  
LOT 124  
LOT 125  
LOT 126  
LOT 127  
LOT 128  
LOT 129  
Holly Grove

**LEGEND**

- |        |                         |           |                         |
|--------|-------------------------|-----------|-------------------------|
| C/L    | - CENTERLINE            | C.R.      | - COUNTY ROAD           |
| R/W    | - RIGHT-OF-WAY          | S.R.      | - STATE ROAD            |
| P.O.B. | - POINT OF BEGINNING    | U.S. HWY. | - UNITED STATES HIGHWAY |
| P.O.C. | - POINT OF COMMENCEMENT | SEC.      | - SECTION               |
| P.B.   | - PLAT BOOK             | SQ. FT.   | - SQUARE FEET           |
| PG.    | - PAGE                  | OR. BK.   | - OFFICIAL RECORD BOOK  |
| C      | - CALCULATED            | P         | - PROPERTY LINE         |

N89°47'48"E  
35.00'

N75°45'10"W  
31.53'

N59°14'51"E  
27.09'

S75°45'11"E  
130.50'

N14°14'51"E  
46.04'

71.06'

S75°45'11"E  
187.50'

N00°12'12"W 285.71'

187.50'

258.56'

19.07'

112.96'

N36°10'16"E

NORTH LINE OF FLORIDA POWER EASEMENT

170' FLORIDA  
POWER EASEMENT  
D.R.B. 355, PAGE 278

THE 170' WIDE FLORIDA  
POWER EASEMENT

**SKETCH OF DESCRIPTION**

**PLANTATION AT LEESBURG  
MASTER LIFT STATION**

CITY OF LEESBURG TO THE  
PLANTATION HOME OWNERS ASSOCIATION

DATE: 01/09/2014  
DRAWN: ACP  
CHECKED: DCM  
APPROVED: DCM  
SCALE: 1"=150'  
FILE NO.: LE14001

SHEET  
NUMBER  
2  
OF  
2



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