

**UTILITY CONSTRUCTION REIMBURSEMENT  
(PIONEERING) AGREEMENT**

**THIS AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_ 2008, between **THE CITY OF LEESBURG, FLORIDA**, hereafter referred to as the “City,” and **K & M PROPERTIES OF FLORIDA, LLC**, a Florida Limited Liability Company, hereafter referred to as the “Developer,” and **K & M FLORIDA PROPERTIES HOLDINGS, LLC**, a Florida Limited Liability Company, hereafter referred to as “Holdings”.

**WITNESSETH:**

**THAT** Developer is constructing a project on the real property described as Jim Rogers Industrial Park on Exhibit “A” attached (hereafter called the “Development”). The Developer will be constructing gravity wastewater and Master Lift Station in the Development. The Developer is also constructing water and wastewater infrastructure along Jim Rogers Industrial Park Road as shown on Exhibit “B” (hereafter called the “Infrastructure”). The Developer is also constructing wastewater infrastructure along Haywood Worm Farm Road as shown on Exhibit “B”. The City will be providing upsizing of the water main along Jim Rogers Industrial Way from a 6” to an 8” and will be providing fire hydrants on the lines at the shown connection points. Developer will be constructing certain infrastructure to support the provision of these utility services, as described on Exhibit “B” attached and as shown on the approved construction plans by Wicks Consulting dated 10-09-2007 last revision of 11/19/07. The parties have entered into this Agreement to set forth the terms and conditions under which Holdings will be entitled to partial reimbursement for the cost of the Infrastructure.

**NOW THEREFORE**, for and in consideration of the construction of the Infrastructure, the provision of utility services to the Development by the City, and the mutual covenants and promises contained in this instrument, the parties do hereby agree as set forth below:

1. The following utility services will be provided to the Development by the City (check all that apply):

Potable Water	Wastewater
Electricity	Natural Gas
Fiber Optic/telecommunications	Reuse water

2. The portion of the Infrastructure for which Holdings is entitled to reimbursement under this Agreement is described specifically on Exhibit “C” attached. During the term of this Agreement, any time a new user taps into the portion of the Infrastructure described on Exhibit “C,” Holdings will receive reimbursement as provided herein. However, Holdings shall not under any circumstances be entitled to any reimbursement for new hookups to any portion of the Infrastructure outside the area described on Exhibit “C.”

3. The term of this Agreement shall be for ten (10) years from the date this Agreement as approved by the Leesburg City Commission (unless terminated earlier as provided below because total reimbursement to Developer has reached the maximum amount specified). Holdings shall be entitled to reimbursement for any new taps into the portion of the Infrastructure described on Exhibit "C" which are placed into final service within the term of this Agreement, but shall not be entitled to reimbursement for any new taps not placed into final service prior to the expiration of the term of this Agreement.

4. The amount and manner of reimbursement to Holdings under this Agreement is set forth on Exhibit "D" hereto. In no case shall Holdings receive reimbursement which exceeds \$375,000.00 in amount, and at such time as the total of all reimbursement to Holdings hereunder equals that limit, this Agreement shall terminate and Holdings shall not be entitled to any further reimbursements hereunder.

5. 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. This Agreement shall not be binding on the City until it has received approval by a majority vote of the City Commission of the City of Leesburg at a public meeting, where a quorum was present, at which this Agreement was duly placed on the agenda for approval. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs (at trial, on appeal, or in any proceeding involving bankruptcy or insolvency) in addition to any other relief obtained.

6. If the City sells or transfers one or more of its utility operations covered by this Agreement, it may assign its rights and delegate its duties hereunder to the person or entity to which the utility operations are assigned and upon such assignment and delegation in writing the City shall be relieved of further obligations hereunder, provided that the assignee of the City's utility operations assumes such obligations in writing. Unless it first receives written permission from the City, neither Developer nor Holdings may assign its rights or delegate its duties hereunder, either outright or as collateral or security for any loan or other obligation, except as part of a transfer of ownership of the Development other than through the sale of individual lots or units in the ordinary course of business.

7. If Developer becomes delinquent in payment of any amount due the City for any reason, during the term of this Agreement, the City may withhold any reimbursement due Holdings under this Agreement and offset it against the past due debt owed by Developer to the

City, until such debt is paid in full, together with any interest or other additional charges incurred thereon. If Developer violates any provision of the City's codes and ordinances, its approved site plans or development plans, or the conditions of any permits or approvals issued to the Developer by the City, the City may withhold payment of reimbursements due Holdings hereunder until all such violations have been abated fully.

8. Approval and execution of this Agreement by the City shall not be deemed to constitute approval by the City of any aspect of the Development, nor shall it be construed as permission to proceed with any portion of the Development. Developer shall still be required to obtain all necessary permits and approvals from the City and other governmental bodies before commencement or continuation of work on the Development.

9. The City's obligation to pay reimbursement to Holdings under this Agreement is contingent on the completion by Developer of construction of the Infrastructure in accordance with applicable City and other standards, the plans and specifications for the Infrastructure (which must be approved in writing by the City prior to commencement of construction), and any other applicable codes and standards imposed by any level or agency of government, and upon payment in full by Developer of the costs of such construction (including but not limited to design and engineering, materials, and labor), and upon acceptance of the Infrastructure by the City into its utility system for operation and maintenance as part of the overall City system. Nothing in this Agreement shall be construed to require the City to accept or approve the Infrastructure until it is in full compliance with the plans and specifications, and all applicable codes and standards.

**[The remainder of this page intentionally left blank]**

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

THE CITY OF LEESBURG, FLORIDA

BY: \_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
CITY CLERK

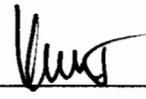
Approved as to form and content:

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

K & M FLORIDA PROPERTIES  
HOLDINGS, LLC

BY: \_\_\_\_\_  
Beat Kahli, Managing Member

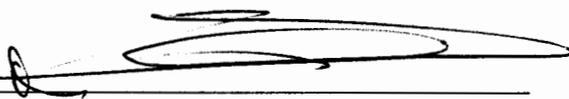
  
\_\_\_\_\_  
BRENDON DEDEKUMP  
(Type or print name of witness)

  
\_\_\_\_\_  
YUNZ RICHARD  
(Type or print name of witness)

K & M PROPERTIES OF FLORIDA, LLC

BY: \_\_\_\_\_  
Felipe Lima  
Manager

  
\_\_\_\_\_  
Lara Cole

  
\_\_\_\_\_  
Michelle Pickersgill

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROJECT**  
**Rogers Industrial Park**

**DESCRIPTIONS AS PROVIDED ELECTRONICALLY BY FARNER & ASSOCIATES -- 12/2004**

**OVERALL DESCRIPTION:**

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, AND THAT PART OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:  
COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND RUN S.89 56'10"W. ALONG THE NORTH LINE OF THE NORTHEAST 1/4, A DISTANCE OF 25.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF HAYWOOD WORM FARM ROAD, SAID RIGHT-OF-WAY BEING 50.00 FEET IN WIDTH; THENCE S.00 06'03"E. ALONG THE WEST RIGHT-OF-WAY LINE OF HAYWOOD WORM FARM ROAD, A DISTANCE OF 624.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 624.00 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE S.89 56'10"W. ALONG THE SOUTH LINE OF THE NORTH 624.00 FEET OF THE NORTHEAST 1/4, A DISTANCE OF 1,268.39 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT OF BEGINNING BEING A CONCRETE MONUMENT LABELED LB707; FROM SAID POINT OF BEGINNING, CONTINUE S.89 56'10"W. ALONG THE SOUTH LINE OF THE NORTH 624.00 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 22, A DISTANCE OF 1,278.89 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF C.R. NO. 33, SAID RIGHT-OF-WAY BEING 100.00 FEET IN WIDTH, SAID POINT ALSO BEING AN IRON PIN (NO NUMBER); THENCE N.00 01'30"E. ALONG THE EAST RIGHT-OF-WAY LINE OF C.R. NO. 33, A DISTANCE OF 1,002. 63 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF JIM ROGERS INDUSTRIAL PARK ROAD, SAID RIGHT-OF-WAY BEING 66.00 FEET IN WIDTH, SAID POINT ALSO BEING AN IRON PIN LABELED LB707; THENCE N.89 56'10"E. ALONG THE SOUTH RIGHT-OF-WAY LINE OF JIM ROGERS INDUSTRIAL PARK ROAD, A DISTANCE OF 972.33 FEET TO A CONCRETE MONUMENT (LABELED RLS1571); THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE, RUN S.00 03'50"E., 806.18 FEET TO A CONCRETE MONUMENT (LABELED RLS1571); THENCE N.89 56'10"E., 305.00 FEET TO A CONCRETE MONUMENT (LABELED RLS1571); THENCE S.00 03'50"E., 196.45 FEET TO THE POINT OF BEGINNING.

**LEGAL DESCRIPTION FOR LOT 1:**

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:  
COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, AND RUN S.89 56'10"W. ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22, A DISTANCE OF 25.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF

HAYWOOD WORM FARM ROAD, SAID RIGHT-OF-WAY BEING 50 FEET IN WIDTH; THENCE S.00 06'03"E. ALONG THE WEST RIGHT-OF-WAY LINE OF HAYWOOD WORM FARM ROAD, A DISTANCE OF 624.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 624.00 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE S.89 56'10"W. ALONG THE SOUTH LINE OF NORTH 624.00 FEET OF THE NORTHEAST 1/4, A DISTANCE OF 2,547.28 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF C.R. NO. 33, SAID RIGHT-OF-WAY BEING 100 FEET IN WIDTH; THENCE N.00 01'30"E. ALONG THE EAST RIGHT-OF-WAY LINE OF C.R. NO. 33, A DISTANCE OF 751.70 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT OF BEGINNING BEING AN IRON PIN LABELED LB707; THENCE CONTINUE N.00 01'30"E. ALONG THE EAST RIGHT-OF-WAY OF C.R. NO. 33, A DISTANCE OF 250.93 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF JIM ROGERS INDUSTRIAL PARK ROAD, SAID RIGHT-OF-WAY BEING 66.00 FEET IN WIDTH, SAID POINT ALSO BEING AN IRON PIN LABELED LB707; THENCE N.89 56'10"E. ALONG THE SOUTH RIGHT-OF-WAY LINE OF JIM ROGERS INDUSTRIAL PARK ROAD, 391.00 FEET TO AN IRON PIN LABELED LB707, SAID IRON PIN BEING AT THE BEGINNING OF A CURVE CONCAVED SOUTHWESTERLY AND HAVING A RADIUS OF 29.00 FEET; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89 54'40", AN ARC LENGTH OF 45.51 FEET TO THE END OF SAID CURVE, SAID POINT BEING AN IRON PIN LABELED LB707; THENCE S.00 01'30"W., 221.89 FEET TO AN IRON PIN LABELED LB707; THENCE S.89 56'10"W., 420.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD, IF ANY.

**LOT 2:**

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, AND THAT PART OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND RUN S.89 56'10"W. ALONG THE NORTH LINE OF THE NORTHEAST 1/4, A DISTANCE OF 25.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF HAYWOOD WORM FARM ROAD, SAID RIGHT-OF-WAY BEING 50 FEET IN WIDTH; THENCE S.00 06'03"E. ALONG THE WEST RIGHT-OF-WAY LINE OF HAYWOOD WORM FARM ROAD, A DISTANCE OF 624.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 624.00 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE S.89 56'10"W. ALONG THE SOUTH LINE OF THE NORTH 624.00 FEET OF THE NORTHEAST 1/4, A DISTANCE OF 2,547.28 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF C.R. NO. 33, SAID RIGHT-OF-WAY BEING 100 FEET IN WIDTH; THENCE N.00 01'30"E. ALONG THE EAST RIGHT-OF-WAY LINE OF C.R. NO. 33, A DISTANCE OF 501.04 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT OF BEGINNING BEING AN IRON PIN LABELED LB707; THENCE CONTINUE N.00 01'30"E. ALONG THE EAST RIGHT-OF-WAY LINE OF C.R. NO. 33, A DISTANCE OF 250.66 FEET TO AN IRON PIN LABELED LB707; THENCE N.89 56'10"E., 420.00 FEET TO AN IRON PIN LABELED LB707; THENCE S.00 01'30"W., 250.66 FEET TO AN IRON PIN LABELED LB707; THENCE S.89 56'10"W., 420.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD, IF ANY.

**LOT 3:**

THAT PART OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND RUN S.89 56'10"W. ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22, A DISTANCE OF 25.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF HAYWOOD WORM FARM ROAD, SAID RIGHT-OF-WAY BEING 50.00 FEET IN WIDTH; THENCE S.00 06'03"E. ALONG THE WEST RIGHT-OF-WAY LINE OF HAYWOOD WORM FARM ROAD, A DISTANCE OF 624.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 624 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE S.89 56'10"W. ALONG THE SOUTH LINE OF THE NORTH 624 FEET OF THE NORTHEAST 1/4, A DISTANCE OF 2,547.28 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 33, SAID RIGHT-OF-WAY BEING 100 FEET IN WIDTH; THENCE N.00 01'30"E. ALONG THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 33, A DISTANCE OF 311.04 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, CONTINUE N.00 01'30"E. ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 190.00 FEET; THENCE N.89 56'10"E., 420.00 FEET; THENCE S.00 01'30"W., 190.00 FEET; THENCE S.89 56'10"W., 420.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAY, AND RESTRICTIONS OF RECORD, IF ANY.

**LOT 4:**

THAT PART OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND RUN S.89 56'10"W., ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22, A DISTANCE OF 25.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF HAYWOOD WORM FARM ROAD, SAID RIGHT-OF-WAY BEING 50 FEET IN WIDTH; THENCE S.00 06'03"E. ALONG THE WEST RIGHT-OF-WAY LINE OF HAYWOOD WORM FARM ROAD, A DISTANCE OF 624.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 624.00 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE S.89 56'10"W. ALONG THE SOUTH LINE OF THE NORTH 624.00 OF THE NORTHEAST 1/4, A DISTANCE OF 2,547.28 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 33, SAID RIGHT-OF-WAY BEING 100 FEET IN WIDTH; THENCE N.00 01'30"E. ALONG THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 33, A DISTANCE OF 139.78 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, CONTINUE N.00 01'30"E. ALONG THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 33, A DISTANCE OF 171.26 FEET; THENCE N.89 56'10"E., 420.00 FEET; THENCE S.00 01'30"W., 44.87 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44 17'31", AN ARC LENGTH OF 27.06 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 134 17'31", AN ARC LENGTH OF 140.63 FEET; THENCE LEAVING SAID CURVE,

RUN S.89 56'10"W., 453.00 FEET TO THE POINT OF BEGINNING.  
SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD,  
IF ANY.

**LOT 5:**

THAT PART OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN  
LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:  
COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF  
SECTION 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND RUN S.89 56'10"W.,  
ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22, A  
DISTANCE OF 25.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF  
HAYWOOD WORM FARM ROAD, SAID RIGHT-OF-WAY BEING 50 FEET IN WIDTH;  
THENCE S.00 06'03"E. ALONG THE WEST RIGHT-OF-WAY LINE OF HAYWOOD  
WORM FARM ROAD, A DISTANCE OF 624.00 FEET TO A POINT ON THE SOUTH LINE  
OF THE NORTH 624.00 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE  
S.89 56'10"W. ALONG THE SOUTH LINE OF THE NORTH 624.00 OF THE NORTH-  
EAST 1/4, A DISTANCE OF 1,268.39 FEET TO THE POINT OF BEGINNING OF THIS  
DESCRIPTION; FROM SAID POINT OF BEGINNING, CONTINUE S.89 56'10"W., ALONG  
THE NORTH LINE OF THE SOUTH 624.00 FEET OF THE NORTHEAST 1/4, A  
DISTANCE OF 825.89 FEET; THENCE N.00 01'30"E., 139.78 FEET TO A POINT ON A  
CURVE CONCAVED NORTHERLY AND HAVING A RADIUS OF 60.00 FEET AND A  
RADIAL BEARING OF S.00 01'30"W.; THENCE NORTHEASTERLY ALONG THE ARC  
OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86 54'29", AN ARC LENGTH OF  
91.01 FEET; THENCE LEAVING SAID CURVE, RUN N.89 56'10"E., 765.67 FEET;  
THENCE S.00 03'50"E., 196.45 FEET TO THE POINT OF BEGINNING.  
SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD,  
IF ANY.

**LOT 6:**

THAT PART OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN  
LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:  
COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF  
SECTION 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND RUN S.89 56'10"W. ALONG  
THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22, A DISTANCE OF  
25.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF HAYWOOD WORM  
FARM ROAD, SAID RIGHT-OF-WAY BEING 50 FEET IN WIDTH; THENCE  
S.00 06'03"E., ALONG THE WEST RIGHT-OF-WAY LINE OF HAYWOOD WORM FARM  
ROAD, A DISTANCE OF 624.00 FEET TO A POINT ON THE SOUTH LINE OF THE  
NORTH 624.00 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE  
S.89 56'10"W. ALONG THE SOUTH LINE OF THE NORTH 624.00 OF THE NORTH-  
EAST 1/4, A DISTANCE OF 1,268.39 FEET; THENCE N.00 03'50"W., 196.45 FEET;  
THENCE S.89 56'10"W., 305.00 FEET TO THE POINT OF BEGINNING OF THIS  
DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN N.00 03'50"W., 303.55 FEET;  
THENCE S.89 56'10"W., 487.12 FEET; THENCE S.00 01'30"W., 233.93 FEET TO THE  
BEGINNING OF A CURVE CONCAVED NORTHEASTERLY AND HAVING A RADIUS  
OF 35.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE  
THROUGH AN CENTRAL ANGLE OF 44 17'31", AN ARC LENGTH OF 27.06 FEET TO  
THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVED  
SOUTHWESTERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE  
SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE

OF 44 23'03", AN ARC LENGTH OF 46.34 FEET; THENCE LEAVING SAID CURVE, RUN N.89 56'10"E., 460.67 FEET TO THE POINT OF BEGINNING.  
SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD, IF ANY.

**LOT 7:**

THAT PART OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND THAT PART OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST, ALL LYING IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:  
COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND RUN S.89 56'10"W. ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22, A DISTANCE OF 25.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF HAYWOOD WORM FARM ROAD, SAID RIGHT-OF-WAY BEING 50 FEET IN WIDTH; THENCE S.00 06'03"E. ALONG THE WEST RIGHT-OF-WAY LINE OF HAYWOOD WORM FARM ROAD, A DISTANCE OF 624.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 624.00 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE S.89 56'10"W. ALONG THE SOUTH LINE OF THE NORTH 624.00 FEET OF THE NORTHEAST 1/4, A DISTANCE OF 1,268.39 FEET; THENCE N.00 03'50"W., 196.45 FEET; THENCE S.89 56'10"W., 305.00 FEET; THENCE N.00 03'50"W., 303.55 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, CONTINUE N.00 03'50"W., 300.00 FEET; THENCE S.89 56'10"W., 486.65 FEET; THENCE S.00 01'30"W., 300.00 FEET; THENCE N.89 56'10"E., 487.12 FEET TO THE POINT OF BEGINNING.  
SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD, IF ANY.

**LOT 8:**

THAT PART OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:  
COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND RUN S.89 56'10"W., ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22, A DISTANCE OF 25.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF HAYWOOD WORM FARM ROAD, SAID RIGHT-OF-WAY BEING 50 FEET IN WIDTH; THENCE S.00 06'03"E. ALONG THE WEST RIGHT-OF-WAY LINE OF HAYWOOD WORM FARM ROAD, A DISTANCE OF 624.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 624.00 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE S.89 56'10"W. ALONG THE SOUTH LINE OF THE NORTH 624.00 FEET OF THE NORTHEAST 1/4, A DISTANCE OF 1,268.39 FEET; THENCE N.00 03'50"W., 196.45 FEET; THENCE S.89 56'10"W., 305.00 FEET; THENCE N.00 03'50"W., 603.55 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, CONTINUE N.00 03'50"W., 202.63 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF JIM ROGERS INDUSTRIAL PARK ROAD, SAID RIGHT-OF-WAY BEING 66.00 FEET IN WIDTH; THENCE S.89 56'10"W. ALONG THE SOUTH RIGHT-OF-WAY LINE OF JIM ROGERS INDUSTRIAL PARK ROAD, A DISTANCE OF 457.38 FEET TO THE BEGINNING OF A CURVE CONCAVED SOUTHEASTERLY AND HAVING A RADIUS OF 29.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89 54'40", AN ARC LENGTH OF 45.51 FEET TO THE END OF SAID CURVE; THENCE S.00 01'30"W., 173.68 FEET; THENCE

N.89 56'10"E., 486.65 FEET TO THE POINT OF BEGINNING.  
SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD,  
IF ANY.

**TRACT "A":**

THAT PART OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH,  
RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS  
FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF  
SECTION 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA,  
AND RUN S.89 56'10"W. ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID  
SECTION 22, A DISTANCE OF 25.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY  
LINE OF HAYWOOD WORM FARM ROAD, SAID RIGHT-OF-WAY BEING 50 FEET IN  
WIDTH; THENCE S.00 06'03"E. ALONG THE WEST RIGHT-OF-WAY LINE OF  
HAYWOOD WORM FARM ROAD, A DISTANCE OF 624.00 FEET TO A POINT ON THE  
SOUTH LINE OF THE NORTH 624 FEET OF THE NORTHEAST 1/4 OF SAID SECTION  
22; THENCE S.89 56'10"W. ALONG THE SOUTH LINE OF THE NORTH 624 FEET OF  
THE NORTHEAST 1/4, A DISTANCE OF 2,094.28 FEET TO THE POINT OF BEGINNING  
OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, CONTINUE S.89 56'10"W.  
ALONG THE SOUTH LINE OF THE NORTH 624 FEET OF THE NORTHEAST 1/4, A  
DISTANCE OF 453.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF  
COUNTY ROAD NO. 33, SAID RIGHT-OF-WAY BEING 100 FEET IN WIDTH; THENCE  
N.00 01'30"E. ALONG SAID EAST RIGHT-OF-WAY LINE, 139.78 FEET; THENCE  
N.89 56'10"E., 453.00 FEET; THENCE S.00 01'30"W., 139.78 FEET TO THE POINT OF  
BEGINNING.

SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD,  
IF ANY.

**LEGAL DESCRIPTION FOR ROAD:**

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, AND THAT PART OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:  
COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND RUN S.89 56'10"W. ALONG THE NORTH LINE OF THE NORTHEAST 1/4, A DISTANCE OF 25.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF HAYWOOD WORM FARM ROAD, SAID RIGHT-OF-WAY BEING 50 FEET IN WIDTH; THENCE S.00 06'03"E. ALONG THE WEST RIGHT-OF-WAY LINE OF HAYWOOD WORM FARM ROAD, A DISTANCE OF 624.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 624.00 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE S.89 56'10"W. ALONG THE SOUTH LINE OF THE NORTH 624.00 FEET OF THE NORTHEAST 1/4, A DISTANCE OF 2,547.28 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF C.R. NO. 33, SAID RIGHT-OF-WAY BEING 100.00 FEET IN WIDTH; THENCE N.00 01'30"E. ALONG THE EAST RIGHT-OF-WAY LINE OF C.R. NO. 33, A DISTANCE OF 1,002.63 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF JIM ROGERS INDUSTRIAL PARK ROAD, SAID RIGHT-OF-WAY BEING 66.00 FEET IN WIDTH; THENCE N.89 56'10"E., ALONG THE SOUTH RIGHT-OF-WAY LINE OF JIM ROGERS INDUSTRIAL PARK ROAD, A DISTANCE OF 391.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT OF BEGINNING BEING AT THE BEGINNING OF A CURVE CONCAVED SOUTHWESTERLY AND HAVING A RADIUS OF 29.00 FEET; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89 54'40", AN ARC LENGTH OF 45.51 FEET TO THE END OF SAID CURVE; THENCE S.00 01'30"W., 707.42 FEET TO THE BEGINNING OF A CURVE CONCAVED NORTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44 17'31", AN ARC LENGTH OF 27.06 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVED NORTHERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHERLY, EASTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 265 27'03", AN ARC LENGTH OF 277.98 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVED NORTHEASTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44 17'31", AN ARC LENGTH OF 27.06 FEET TO THE END OF SAID CURVE; THENCE N.00 01'30"E., 707.61 FEET TO THE BEGINNING OF A CURVE CONCAVED SOUTHEASTERLY AND HAVING A RADIUS OF 29.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89 54'40", AN ARC LENGTH OF 45.51 FEET TO THE END OF SAID CURVE, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF JIM ROGERS INDUSTRIAL PARK ROAD, SAID RIGHT-OF-WAY BEING 66.00 FEET IN WIDTH; THENCE S.89 56'10"W. ALONG THE SOUTH RIGHT-OF-WAY LINE OF JIM ROGERS INDUSTRIAL PARK ROAD, A DISTANCE OF 124.00 FEET TO THE POINT OF BEGINNING.

Rogers Industrial Park – Description for D & U Easement on each side of road

AN EASEMENT FOR DRAINAGE AND UTILITY LYING OVER, UPON AND THROUGH THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, AND RUN S.89 56'10"W., ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22, A DISTANCE OF 25.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF HAYWOOD WORM FARM ROAD, SAID RIGHT-OF-WAY BEING 50 FEET IN WIDTH; THENCE S.00 06'03"E., ALONG THE WEST RIGHT-OF-WAY LINE OF HAYWOOD WORM FARM ROAD, A DISTANCE OF 624.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 624.00 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE S.89 56'10"W., ALONG THE SOUTH LINE OF THE NORTH 624.00 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 22, A DISTANCE OF 825.89 FEET; THENCE N.00 01'30"E., 139.78 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION, SAID POINT OF BEGINNING BEING ON A CURVE CONCAVED NORTHERLY AND HAVING A RADIUS OF 60.00 FEET AND A RADIAL BEARING OF S.00 01'30"W.; FROM SAID POINT OF BEGINNING, RUN S.89 56'10"W., 35.96 FEET TO THE BEGINNING OF A CURVE CONCAVED EASTERLY AND HAVING A RADIUS OF 70.00 FEET AND A RADIAL BEARING OF S.30 56'20"W.; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 103 22'41", AN ARC LENGTH OF 126.30 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVED NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44 17'31", AN ARC LENGTH OF 19.33 FEET TO THE END OF SAID CURVE; THENCE N.00 01'30"E., 684.45 FEET TO A POINT ON A CURVE CONCAVED SOUTHWESTERLY AND HAVING A RADIUS OF 29.00 FEET AND A RADIAL BEARING OF N.40 58'15"E.; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49 03'15", AN ARC LENGTH OF 24.83 FEET TO THE END OF SAID CURVE; THENCE S.00 01'30"W., 707.42 FEET TO THE BEGINNING OF A CURVE CONCAVED NORTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE SOUTHERLY AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44 17'31", AN ARC LENGTH OF 27.06 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVED NORTHERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHERLY, EASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 268 35'03", AN ARC LENGTH OF 281.26 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVED NORTHEASTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE NORTHWESTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44 17'31", AN ARC LENGTH OF 27.06 FEET TO THE END OF SAID CURVE; THENCE N.00 01'30"E., 707.61 FEET TO THE BEGINNING OF A CURVE CONCAVED SOUTHEASTERLY AND HAVING A RADIUS OF 29.00 FEET; THENCE NORTHERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49 04'16", AN ARC LENGTH OF 24.84 FEET; THENCE LEAVING SAID CURVE, RUN S.00 01'30"W., 729.52 FEET TO THE BEGINNING OF A CURVE CONCAVED NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY AND SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44 17'31", AN ARC LENGTH OF 19.33 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVED WESTERLY AND HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 134 17'31", AN ARC LENGTH OF 164.07 FEET; THENCE N.00 01'30"E., 10.00 FEET TO THE POINT OF BEGINNING.

## **EXHIBIT "B"**

### **DESCRIPTION OF THE INFRASTRUCTURE:**

The developer will install all sanitary infrastructure as shown on the approved construction plans and generally described as: 8" gravity wastewater system within the Development, 8" gravity wastewater system in existing utility easement along Jim Rogers Industrial Way, Master Lift Station, 4" wastewater force main along Jim Rogers Industrial Way and 4" wastewater force main along Haywood Worm Farm Road. The Developer will install all water main along Jim Rogers Industrial Way generally described as: 8" water main along Jim Rogers Industrial Way and connection to 10" water main at Haywood Worm Farm Road. The City has agreed to pay for size upgrade for water main from 6" to 8".

**EXHIBIT "C"**

**DESCRIPTION OF PORTION OF INFRASTRUCTURE FOR WHICH  
REIMBURSEMENT IS PAYABLE:**

Materials:

Direct Reimbursement for upgrade of 6" water main to 8" water main along Jim Rogers Industrial Way. [\$7,320.00]

Five hundred feet of 8" gravity sewer and two manholes from Commerce Pond Ct. to lift station.

Master Lift Station.

1,600 feet of 4" force main along Jim Rogers Industrial Way.

1,400 feet of 4" force main along Haywood Worm Farm Road.

2,080 feet of 6" water main along Jim Rogers Industrial Way.

## EXHIBIT "D"

### FORMULA FOR REIMBURSEMENT:

Water main reimbursement is as shown on the cost estimate provided by Dimensional is \$7,320.00.

#### Sanitary:

Based on the calculated flow of 20,451 gpd for Jim Rogers Industrial Park, the project entitles 82 ERU's at 250 gpd/ERU. The lift station was upsized by a factor of 2 to meet City flow and velocity requirement. Therefore, equal share of flow is available (20,451 gpd and 82 ERU's). Also, 50% of the cost for the lift station, 50% of the force main and the 8" gravity line along the frontage of the project is total is allowed for reimbursement, equal to \$84,550.00

Capacity available is equal to  $20,451 \text{ gpd} / 250 \text{ gpd/ERU} = 82 \text{ ERU's}$ .

The cost per ERU will be  $\$84,550 / 82 \text{ ERU} = \$1031.00/\text{ERU}$

#### Water:

Based on the same capacity of 20,451 gpd for Jim Rogers Industrial Park, the project entitles 68 ERU's at 300 gpd/ERU. The cost for the 6" water main along Jim Rogers Industrial Way is \$41,130.00. Using the same ratio of 50% the proportional cost is \$20,565.00. The capacity available is equal to  $20,451 \text{ gpd} / 300 \text{ gpd/ERU} = 68 \text{ ERU's}$

The cost per ERU will be  $\$20,565.00 / 68 \text{ ERU} = \$302.42$