

**AMENDED AND RESTATED
AGREEMENT FOR THE DEVELOPMENT
OF
COUNTY ROADS 466-A, 462 AND 139**

THIS AMENDED AND RESTATED AGREEMENT ("Agreement") is made and entered into this 17 day of October, 2006, by and between **THE VILLAGES OF LAKE-SUMTER, INC.**, a Florida corporation, doing business at 1020 Lake Sumter Landing, The Villages, Florida 32162 (hereinafter called "**Developer**"); **SUMTER COUNTY**, a political subdivision of the State of Florida, whose address is 209 North Florida Street, Bushnell, Florida 33513 (hereinafter called "**County**"); and **CITY OF WILDWOOD**, a municipality of the State of Florida, whose address is 100 North Main Street, Wildwood, Florida 34785 (hereinafter called "**City**").

RECITALS

WHEREAS, the County approved Development Orders for the Villages of Sumter, Development of Regional Impact, as amended, and for the Tri-County Villages of Sumter, Development of Regional Impact, as amended (collectively the "**Development**"), and

WHEREAS, previously, the Developer and the County on December 21, 2004, entered into an **IMPACT FEE CREDIT AGREEMENT FOR THE DEVELOPMENT OF A PORTION OF COUNTY ROAD 466-A** (the "**Original CR466-A Agreement**"), and

WHEREAS, subsequent to the adoption of the Original CR466-A Agreement, the County and the City have entered into an agreement by which the City has agreed that all properties currently within and subsequently annexed into the City shall pay District No. 1 Transportation Impact Fees (the "**County/City Agreement**"), and

WHEREAS, the County/City Agreement provides a partial funding source for certain road improvements to a portion of County Roads 466-A, 462 and 139, contemplated by the Preliminary Master Plan (the "**Preliminary Project**"), and

WHEREAS, on August 9, 2005, the Developer, the County, and the City entered into an **AGREEMENT FOR THE DEVELOPMENT OF COUNTY ROADS 466-A, 462 AND 139** (the "**Three Party Agreement**") for certain road improvements which were a part of the Preliminary Project, as depicted in the preliminary plan attached to the Three Party Agreement as Exhibit "**A**" (the "**Preliminary Master Plan**"), and

WHEREAS, the Developer, the County, and the City believe that revisions to the Preliminary Master Plan so that (a) CR139 aligns with the existing median cut on SR44, and (b) there is a greater separation between CR139 and Buena Vista Boulevard, an anticipated four-lane divided road to the east (collectively the "Revised Project"); will result in a better traffic pattern and flow, thereby benefit the citizens of the County and the City, and

WHEREAS, a Revised Master Plan setting forth such changes is attached hereto as *Exhibit "A"* (the "Revised Master Plan"), and

WHEREAS, the County finds that the Revised Project is consistent with the Comprehensive Plan, acknowledges exclusive control of the existing road right-of-way of the Revised Project, acknowledges that the portion of the Revised Project qualifying for impact fee credit is an integral part of and a necessary accommodation of contemplated Off-Site Improvements to the Designated County Roads and excludes Access Improvements, and the proposed construction and donation time schedule is consistent with the County's transportation work schedule, and

WHEREAS, Acorn Investments, LLC ("Acorn"), as the owner of property through which a portion of CR139 will be constructed, has agreed to dedicate such right-of-way within its property without impact fee credit or any other compensation, and has agreed to enter into this Agreement for the sole purpose of obligating Acorn to dedicate such right-of-way, and

WHEREAS, at this time, the County, the City and the Developer desire to enter into this agreement to set forth their duties and obligations for the acquisition and construction of the Revised Project, and the impact fee credits and/or reimbursement to which the Developer will be entitled, now therefore,

IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is acknowledged by the parties and the mutual terms, covenants and conditions to be complied with on the part of the parties hereto, the parties do hereby agree that this agreement amends and restates the parties rights and obligations as set forth in the Three Party Agreement by restating the Three Party Agreement in its entirety as follows:

1. **THE REVISED PROJECT.** The Revised Project involves the widening and repaving of those portions of County Roads 466-A, 462 and 139 as depicted in the Revised Master Plan attached hereto as *Exhibit "A"*. The Revised Project shall include, but not necessarily be limited to the design, permitting and construction of a 4-lane roadway and appropriate turn lanes on CR466-A; the design, permitting and construction of roadway improvements and appropriate turn lanes on both County Roads 462 and 139; and the intersection improvements of such roadways as well as the intersection of such roadways with CR44-A, and the intersection of CR462 at US Highway 301 (SR35); including the installation of certain stormwater, sewer collection and retention systems and signalization. The Revised Project may be constructed in segments. The parties anticipate that one segment will involve improvements to the existing two-lane roadway of CR462 within its existing right-of-way. Another segment will be the acquisition of sufficient land for a

four-lane divided right-of-way for CR139, with the contemporaneous construction of an improved two-lane roadway and a possible segment being the constructed of an additional two lanes when traffic flow warrants such expansion. The final engineering Construction Documents for each segment shall identify the Access Improvements not entitled to impact fee credits.

By amendments to this Agreement, in accordance with Section 8, additional road improvements may be brought within the scope of this Agreement.

2. DEVELOPER RESPONSIBILITIES.

A. Road Way Design.

(1) **County Road 139.** The Developer shall be responsible for the preparation of engineering Construction Documents for the construction of the Revised Project in accordance with all applicable regulations. The engineering Construction Documents may be prepared and submitted to the County in segments. As the final engineering Construction Documents for the construction of each segment are prepared, they shall be submitted to the County, the City, and Acorn in segments. The County's Director of Public Works shall have thirty (30) days from the submittal of the final engineering Construction Documents for each segment to approve or disapprove in writing such documents. If the County's Director of Public Works determines that the engineering final Construction Documents for any segment are not in compliance with applicable regulations, then the County's Director of Public Works disapproval shall specifically state those portions of such segment documents not in compliance. The County's Director of Public Works may also submit written suggestions and recommendations to Developer based on his review of construction documents and the Revised Project shall be designed and constructed in accordance with all applicable regulations. As to that portion of CR139 lying west of the existing CR139 right-of-way and constructed within the existing City property, the City shall have the right to review and approve that segment of such Plans. Additionally, as to that portion of CR139 to be constructed within the Acorn property, Acorn will have the right to review and approve such final Plans. Both the City and Acorn agree that they will not unreasonably withhold such approval.

(2) **All Other Roadways Subject to this Agreement.** The Developer shall be responsible for the preparation of engineering Construction Documents for the construction of the Revised Project in accordance with all applicable regulations. The engineering Construction Documents may be prepared and submitted to the County in segments. As the final engineering Construction Documents for the construction of each segment are prepared, they shall be submitted to the County's Director of Public Works for his approval or disapproval. The County's Director of Public Works shall have thirty (30) days from the submittal of the final engineering Construction Documents for each segment to approve or disapprove in writing such documents. If the County's Director of Public Works determines that the engineering final Construction Documents for any segment are not in compliance with applicable regulations, then the County's Director of Public Works disapproval shall specifically state those portions of such segment documents not in compliance. The County's Director of Public Works may also submit written suggestions and recommendations to Developer based on his review of construction documents and the Revised Project shall be designed and constructed in accordance with all applicable regulations.

B. Right-of-Way.

(1) **Property Currently Owned by the Developer.** Developer agrees to convey to the County that portion of the real property owned by the Developer depicted in *Exhibit "B"* within sixty (60) days from the date upon which the County provides written approval of the final engineering Construction Documents for the applicable road segment. All conveyances shall be by statutory warranty deed, free and clear of all liens and encumbrances, but subject to easements for public utilities and restrictions of records, if any, which shall not prohibit use of said lands by County for its intended purpose as road right-of-way. Developer agrees to convey to the County such right-of-way depicted in *Exhibit "B"* without impact fee credit entitlement. The County shall pay for all documentary stamps to record the deed and all other recording costs. At closing, the Developer shall pay the current year tax prorated as of the date of closing, as required by Florida Statutes, Section 196.295.

(2) **Property Currently Owned by Acorn.** Acorn agrees to convey to the County that portion of the real property owned by Acorn within sixty (60) days from the date upon which the County provides written approval of the final engineering Construction Documents for the applicable road segment. All conveyances shall be by statutory warranty deed, free and clear of all liens and encumbrances, but subject to easements for public utilities and restrictions of records, if any, which shall not prohibit use of said lands by County for its intended purpose as road right-of-way. Acorn agrees to convey to the County such right-of-way without impact fee credit entitlement. The County shall pay for all documentary stamps to record the deed and all other recording costs. At closing, Acorn shall pay the current year tax prorated as of the date of closing, as required by Florida Statutes, Section 196.295.

(3) **Property Currently Owned by the City.** The City agrees to convey to the County that portion of the real property owned by the City as set forth in one of the roadway alignments depicted in *Exhibit "C"* necessary for the construction of the CR139 Segment within sixty (60) days from the date upon which the City and the County provides written approval of the final engineering Construction Documents for the CR139 Segment. The County shall pay for all documentary stamps, if documentary stamps are required, to record the deed and all other recording costs. At closing, the City shall pay the current year tax, if any, prorated as of the date of closing, as required by Florida Statutes, Section 196.295.

(4) **Additional Right-of-Way to be Acquired.** The Developer agrees to cooperate with the County in assisting the County in securing such additional right-of-way as is necessary to complete the Revised Project.

(5) **Property Previously Conveyed to the County.** Upon completion of the first segment pursuant to this Agreement, the County agrees to reconvey to Acorn the property conveyed to the County in the Right-of-Way Quit Claim Deed recorded in Official Records Book 1127, Page 779, Public Records of Sumter County, Florida.

C. **Construction of Revised Project.** The Revised Project may be constructed in segments. The Revised Project shall be constructed in accordance with all requirements of the County Land Development Code, including periodic inspections and submission of all testing reports and final inspection by the County prior to acceptance of each segment. Developer shall commence construction of any segment within one hundred twenty (120) days of the later to occur of (1) the County acquiring all right-of-way necessary to construct such segment, or (2) the Developer receiving final approval for final engineering plans for such segment; and each segment shall be completed no later than one (1) year from commencement. If the construction of any segment is not commenced within six (6) years from the date of this Agreement, then either the County or the Developer may terminate this Agreement as to such segments by providing written notice to the other parties.

3. **IMPACT FEE CREDITS.**

A. **Dedication of Right Of Way.**

(1) **Property Owned by the Developer.** Developer agrees to convey to the County the right-of-way depicted in *Exhibit "B"* without impact fee credit.

(2) **Property Owned by Acorn.** Acorn agrees to convey to the County the right-of-way without impact fee credit.

(3) **Property Owned by the City.** City agrees to convey to the County the right-of-way depicted in *Exhibit "C"* without impact fee credit.

B. **Construction of the Revised Project.** The County agrees that the Developer shall be entitled to a combination of impact fee credits and/or reimbursements for each segment of the Revised Project based upon the actual cost of construction of Off-Site Improvements for such segment, however, in no event shall the Developer be entitled to any credit and/or reimbursement in excess of the one hundred twenty percent (120%) of the estimated construction costs set forth in *Exhibit "D"* unless the construction portion of the Revised Project is competitively bid, in which case, the Developer shall be entitled to impact fee credit and/or reimbursement in the amount of the actual cost of constructing each segment of the Revised Project.

C. **Records and Impact Fee Credits/Reimbursement.** The Developer shall be entitled to a combination of impact fee credits and reimbursement of impact fees paid by others within Road Construction District No. 1 as set forth in this Agreement.

All Road Construction District No. 1 Transportation Impact Fees paid by or on behalf of the Developer since the adoption Ordinance 2001-17 shall be available for credit to the Developer pursuant to this Agreement. All Road Construction District No. 1 Transportation Impact Fees collected within the area subject to the County/City Agreement shall be available for reimbursement to the Developer. In addition, fifty percent (50%) of all other Road Construction

District No. 1 Transportation Impact Fees outside of the area subject to the County/City Agreement shall be available for reimbursement to the Developer. The Developer may apply for a credit and/or reimbursement based upon the percentage of the work completed by delivering to the County a certification by the Project Engineer indicating the percentage of work completed through the date of certification, which credit and/or reimbursement shall be available to the Developer upon inspection, approval and acceptance by the County. The Developer will pay Transportation Impact Fees pursuant such ordinance until the County's first approval of a portion of the credit and/or reimbursement entitlement under this Agreement. During construction such impact fee credit and/or reimbursement shall accrue to the Developer in an amount equal to 90% of the cost of each portion of the Revised Project completed. Upon completion of each segment, 100% of the cost associated with such segment shall be available for credit and/or reimbursement to the Developer upon inspection, approval and acceptance by the County. Transportation Impact Fees paid by the Developer to the County before the date the Developer first establishes impact fee credits shall rebated to the Developer to the extent of the Developer's impact fee credit and/or reimbursement entitlement on a monthly basis. Notwithstanding the fact that the Developer has established an impact fee credit and/or reimbursement balance, the Developer shall continue to make payment for Transportation Impact Fees on or before the issuance of building permits. If the Developer has not previously assigned its impact fee credits and/or reimbursement pursuant to Section D. below within fifteen (15) days after the end of each month, the County shall rebate to the Developer an amount equal to previous month end month's balance of impact fees paid by the Developer, provided such rebate amount does not exceed the existing credit and/or reimbursement entitlement available to the Developer. The amount of each monthly rebate shall be deducted from the credit and/or reimbursement entitlement available to the Developer. The County shall deliver to the Developer monthly reports indicating all activity on the account during the month, and the month end credit and/or reimbursement balance. The Developer shall keep or provide for retention of adequate records and supporting documentation which concern or reflect total project cost of the Off-Site Improvements to be contributed. This information will be available to the County, or its duly authorized agent or representative, for audit, inspection or copying, for a minimum of five (5) years from the termination of this Agreement. **IN NO EVENT SHALL THE DEVELOPER BE ENTITLED TO ANY REIMBURSEMENT EXCEPT TO THE EXTENT OF FUNDS ON DEPOSIT IN ROAD CONSTRUCTION DISTRICT NO. 1.**

D. **Assignment of the Impact Fee Credits by the Developer.** The impact fee credits shall be fully transferable and assignable by the Developer in accordance with Section 3.08 of Ordinance 2001-17. Following an assignment by the Developer of the entire credit balance available to the Developer, the Developer shall resume remitting to the County the regularly assessed Transportation Impact Fees.

E. **Financial Accounting.** All financial records of the Developer pertaining to this Agreement shall be maintained according to generally accepted accounting principles. A separate project will be established in the accounting records to account for the Revised Project costs. The financial records shall enable to ready identification of all Revised Project costs. The County shall have the right to audit or verify the amount and accuracy of Revised Project costs and Revised Project documentation throughout the term of this Agreement and for five years subsequent.

F. **Annual Review and Audit.** The County shall conduct an annual review and audit of performance under this Agreement to determine whether or not there has been demonstrated good faith compliance with the terms of this Agreement and to report the credit applied toward payment of transportation impact fees and the balance of available and unused credit. If the Board finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, this Agreement may be revoked or modified by the County.

G. **County/City Agreement.** During the term of this Agreement, both the County and the City agree to take no action to terminate the County/City Agreement or take any other action that would diminish the Road Construction District No. 1 Impact Fees to be collected within the area subject to the County/City Agreement.

4. **TERM.** This Agreement shall continue in full force and effect ten (10) years from the completion of the last segment of the Revised Project.

5. **NOTICES.** Any notice or demand that must or may be given or made in connection with this Agreement must be in writing and unless receipt is expressly required, will be delivered by personal delivery, or when mailed by certified or registered mail, return receipt requested, addressed to the parties as follows:

COUNTY:
Sumter County Administrator
209 North Florida Street
Bushnell, Florida 33513

Copy to:
Randall Thornton, Esq.
PO Box 58
Lake Panasoffkee, Florida 33538

DEVELOPER:
The Villages of Lake-Sumter, Inc.
1020 Lake Sumter Landing
The Villages, Florida 32162
Attention: John Wise

Copy to:
Steven M. Roy, Esq.
McLin & Burnsed P.A.
PO Box 1299
The Villages, Florida 32158-1299

CITY:
City of Wildwood
100 North Main Street
Wildwood, Florida 34785

Copy to:
Jeri Blair, Esq.
PO Box 130
Tavares, Florida 32778

Such addresses may be changed by notice pursuant to this paragraph, but notice of change of addresses is effective only upon receipt.

6. **SUCCESSORS.** This Agreement shall bind and inure to the benefit of the parties and their successors in interest. No prior or present agreements or representations shall be binding unless included in this Agreement. No subsequent agreement shall be valid or binding upon the parties unless in writing and executed by the party immediately bound by it. In any litigation arising out of this Agreement, each party shall be responsible for its attorney's fees and costs.

7. **FORCE MAJEURE.** In the event that the performance of this Agreement by either party is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Acts of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, then such party shall not be liable for damages to the other party as a result of such non-performance. Notwithstanding the above, the parties agree to take no action that would prevent the intended operation of this Agreement.

8. **VACATION OF A PORTION OF CR139 LYING OUTSIDE OF THE REVISED PROJECT.** The parties agree that the portion of CR139 which will lie outside of the Revised Project generally depicted in *Exhibit "B"*, which portion will be more particularly described pursuant to the roadway design of CR139 pursuant to Section 2.A(1) above, shall be vacated as public right-of-way at such time as the County accepts the realigned and reconstructed CR139.

9. **EXCHANGE OF PROPERTIES BETWEEN THE CITY AND THE DEVELOPER.** The City and the Developer believe that as a result of (i) the realignment of CR139, and (ii) the vacation of a portion of CR139 described in Section 8 above, an exchange of properties between the parties to realign property lines consistent with the realigned roadway is in the parties best interest, and therefore, the parties agree as follows:

A. The City agrees to convey to the Developer without compensation those properties generally depicted in *Exhibit "E"*, and

B. The Developer agrees to:

(1) Convey to the City without compensation the properties described in *Exhibit "F"*, and

(2) Provide off-site stormwater retention benefitting the property to be acquired and retained by the City generally depicted in *Exhibit "G"*.

The City and the Developer agree that *Exhibits "E", "F" and "G"* generally depict the agreement of the parties and agree that the final legal descriptions for such property shall be pursuant to a survey prepared at the Developer's expense, certified jointly to the Developer and the City.

10. **AMENDMENT.** This Agreement may be amended by mutual written agreement of the parties where such amendment is duly executed with the same formalities as this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year above first written.

**BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA**



ATTEST:

Glenn Webb, Deputy Clerk
Glenn Hayward, Clerk of the Court

Joey A Chandler
Joey Chandler, Chairman

Approved as to Form
and Legal Sufficiency

[Signature]
Sumter County Attorney

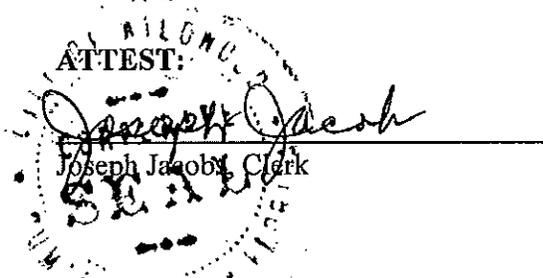
THE VILLAGES OF LAKE-SUMTER, INC.

ATTEST:

By: [Signature]
Gary L. Moyer, Vice President

By: [Signature]
Mark G. Morse, Executive Vice President

ATTEST:



Joseph Jacob
Joseph Jacob, Clerk

CITY OF WILDWOOD

[Signature]
Ed Wolf, Mayor

Acorn joins in this Amended and Restated Agreement for Development of County Roads 466-A, 462, and 139 for the sole purpose of agreeing to convey and dedicate to the County without compensation of any kind, the property described in *Exhibit "H"*.

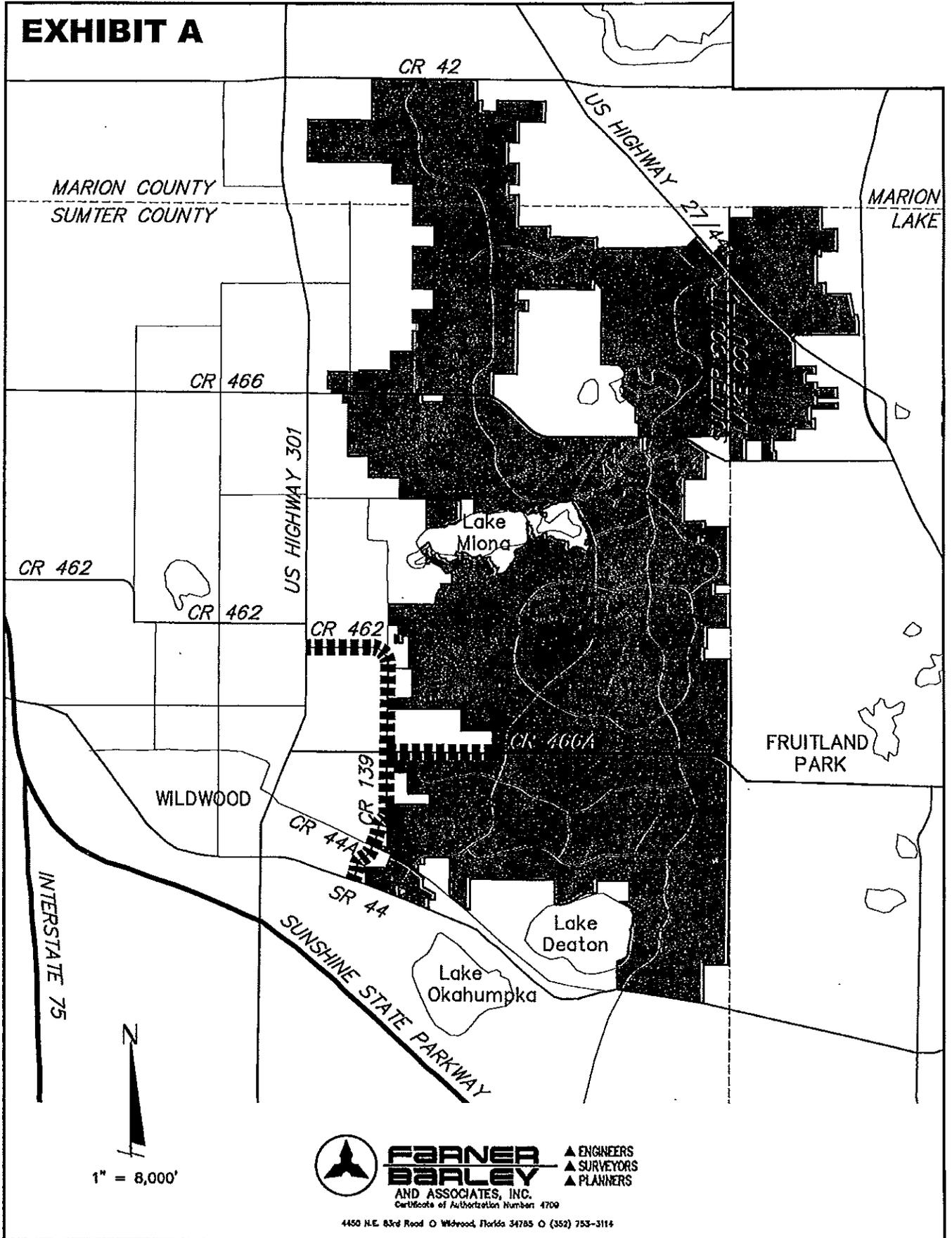
ATTEST:

By: [Signature]
Joe Nisbett, Co-Manager

ACORN INVESTMENTS, LLC

By: [Signature]
William Kearns, Co-Manager

EXHIBIT A



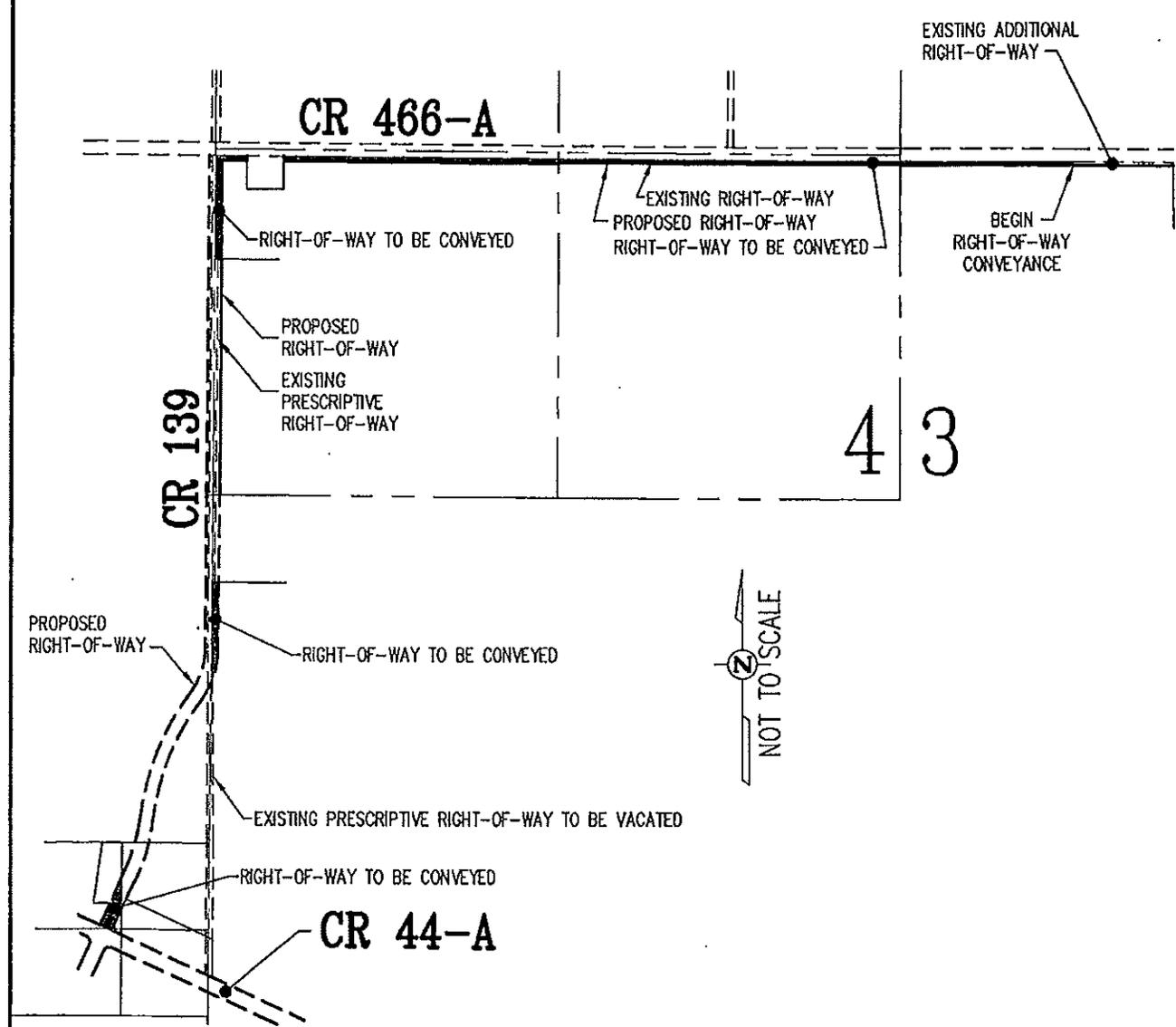
**FARNER
BARLEY**
AND ASSOCIATES, INC.
Certificate of Authorization Number 4709

- ▲ ENGINEERS
- ▲ SURVEYORS
- ▲ PLANNERS

4450 N.E. 83rd Road O Wildwood, Florida 34785 O (352) 753-3114

REVISED MASTER PLAN

EXHIBIT "B"




**FARNER
BARLEY
AND ASSOCIATES, INC.**
 ▲ ENGINEERS
 ▲ SURVEYORS
 ▲ PLANNERS
 LB 4709
 4450 NE 63RD ROAD ▲ WILDOOD, FL 34785 ▲ (352) 753-3114

EXHIBIT "C"

TO CR 466-A

CR 144

RIGHT-OF-WAY TO BE CONVEYED

PROPOSED RIGHT-OF-WAY

NOTE

PROPOSED LOCATION CONCEPTUAL ONLY.
EXACT ALIGNMENT AS APPROVED BY CITY OF
WILDWOOD AND SUMTER COUNTY

CR 139

EXISTING PRESCRIPTIVE RIGHT-OF-WAY TO BE VACATED

RIGHT-OF-WAY TO BE CONVEYED

CR 44-A



**FARNER
BARLEY**
AND ASSOCIATES, INC.

▲ ENGINEERS
▲ SURVEYORS
▲ PLANNERS
LB 4709

4450 NE 83RD ROAD ▲ WILDWOOD, FL 34783 ▲ (352) 753-3114

**EXHIBIT D
CONSTRUCTION COST PROJECTION**

**CR 462 FROM US 301 TO CR 466A
(2.20 MILES) IMPROVED 2-LANE RURAL SECTION**

CONSTRUCTION AND INSPECTION IMPROVED 2-LANE	\$4,620,000.00
CSX RAILROAD SIGNALS AND X-ING	\$ 350,000.00
CONTINGENCY (10%)	\$ 497,000.00
ENGINEERING & PERMITTING	\$ 397,600.00
PERFORMANCE & PAYMENT BOND (1.5%) OF CONSTRUCTION COST)	<u>\$ 74,550.00</u>
CR 462 PROJECTED COST	\$5,939,150.00

**CR 139 FROM CR 466A TO SR 44
(1.67 MILES) IMPROVED 4-LANE URBAN SECTION**

CONSTRUCTION/SURVEYING/TESTING/INSPECTIONS	\$7,348,000.00
CONTINGENCY (10%)	\$ 734,800.00
ENGINEERING & PERMITTING	\$ 587,840.00
PERFORMANCE & PAYMENT BOND (1.5%) OF CONSTRUCTION COST)	<u>\$ 110,220.00</u>
CR 139 PROJECTED COST	\$8,780,860.00

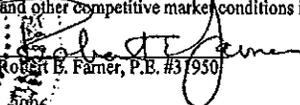
**CR 466A FROM WEST OF CR 462 TO WEST OF BUENA
VISTA BOULEVARD (1.91 MILES) IMPROVED 4-LANE URBAN SECTION**

CONSTRUCTION/SURVEYING/TESTING/INSPECTIONS	\$8,404,000.00
CONTINGENCY (10%)	\$ 840,400.00
ENGINEERING & PERMITTING	\$ 672,320.00
PERFORMANCE & PAYMENT BOND (1.5%) OF CONSTRUCTION COST)	<u>\$ 126,060.00</u>
CR 466A PROJECTED COST	\$10,042,780.00

PROJECTED TOTAL PROJECT COST: \$24,762,790.00

TOGETHER WITH the actual cost of right-of-way acquisition including all appraisal fees, attorney fees, recording fees, court costs, and other costs associated with such acquisition and traffic signalization.

Note: Cost projection is based on unit construction costs recently obtained from various highway improvement projects located within Sumter County. Actual costs may vary based on final engineering design, contractor bidding methods, and other competitive market conditions in effect at the time of actual construction.

Prepared by: 
Robert B. Farmer, P.E. #31950

Date: October 2, 2006

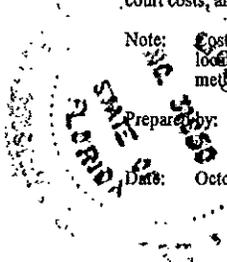


EXHIBIT E

PROPOSED RIGHT-OF-WAY

EXISTING PRESCRIPTIVE
RIGHT-OF-WAY TO BE VACATED

LANDS TO BE CONVEYED

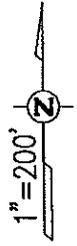
JOINT ACCESS EASEMENT

20.00'

285'±

CR 44-A

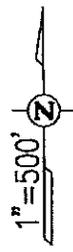
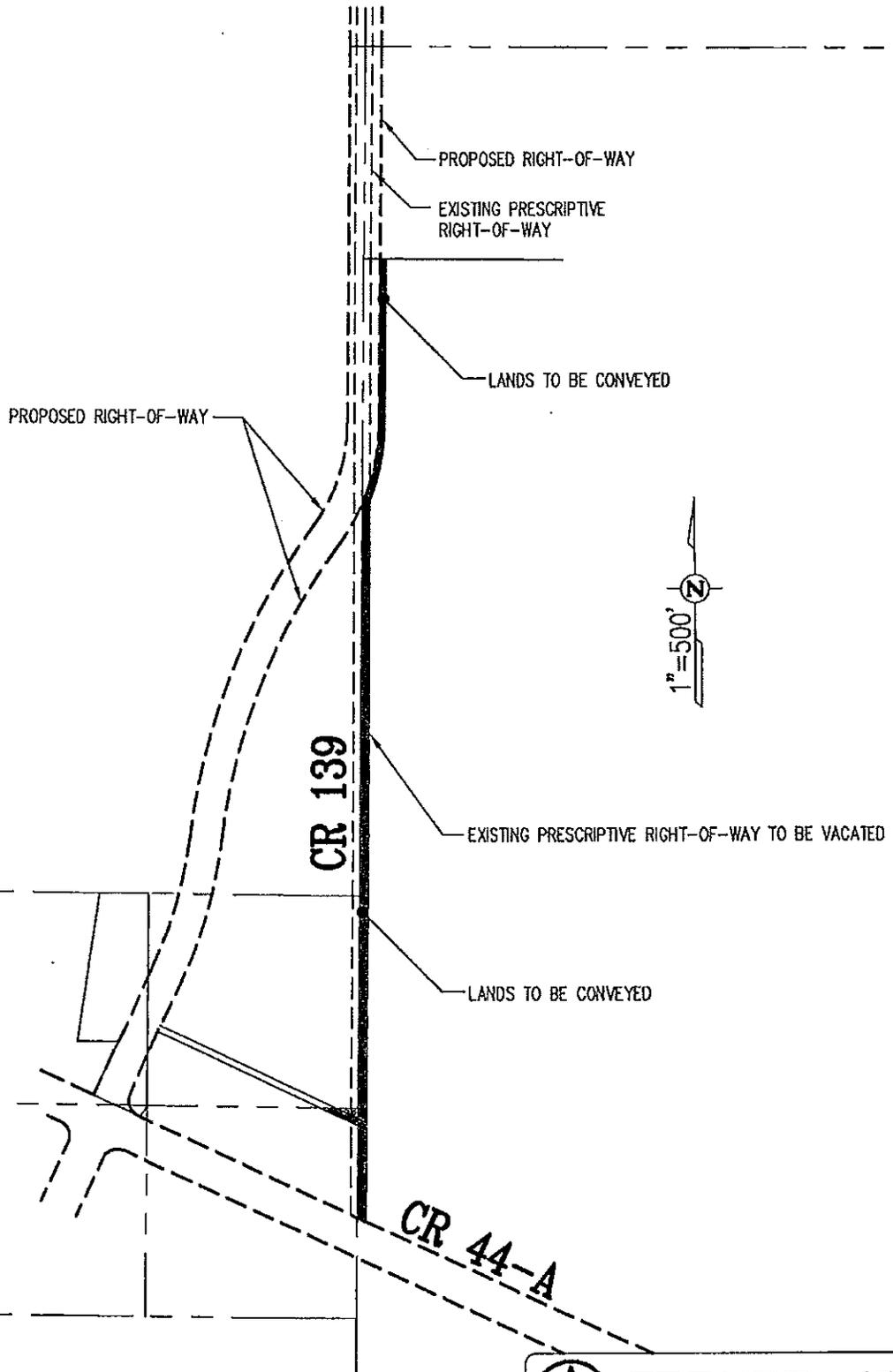
CR 139



 **FARNER
BARLEY**
AND ASSOCIATES, INC.
4450 NE 83RD ROAD ■ WILDMOOD, FL 34785 ■ (352) 755-3114

- ▲ ENGINEERS
- ▲ SURVEYORS
- ▲ PLANNERS
- LB 4709

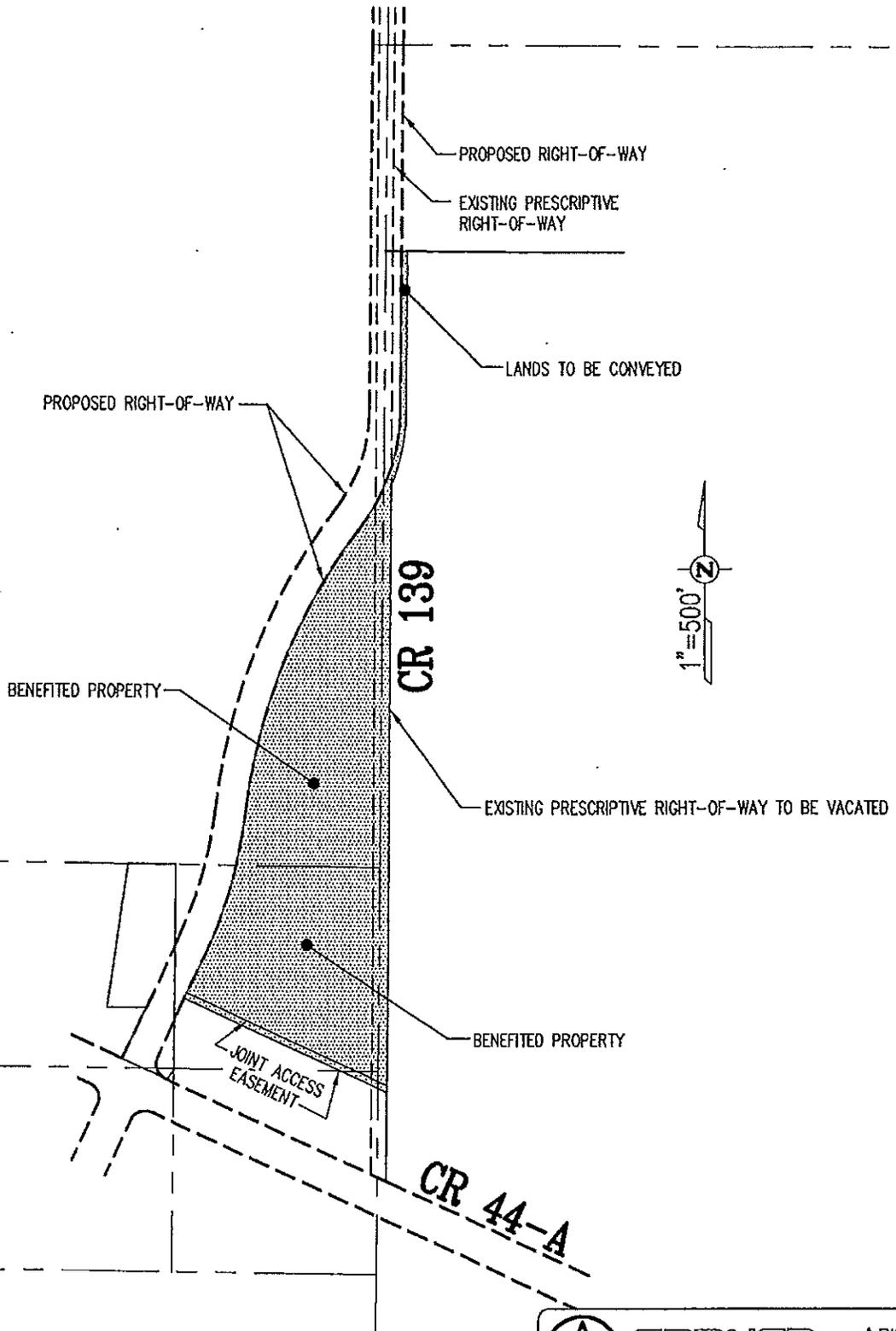
EXHIBIT "F"



 **FARNER
BARLEY
AND ASSOCIATES, INC.**
4460 NE 23RD ROAD • WILDFORD, FL 34785 • (352) 753-3114

- ▲ ENGINEERS
- ▲ SURVEYORS
- ▲ PLANNERS
- LB 4709

EXHIBIT "G"



 **FARNER
BARLEY
AND ASSOCIATES, INC.**

- ▲ ENGINEERS
- ▲ SURVEYORS
- ▲ PLANNERS
- LB 4709

4450 NE 63RD ROAD ▲ WILDWOOD, FL 34785 ▲ (352) 753-3114