



DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO  
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 DDS: \$0 MDS: \$0 INT: \$0

(Marion County)  
 Record: \$ \_\_\_\_\_

Prepared by and Return to:  
~~Tim Haines/cs~~  
~~GRAY, ACKERMAN & HAINES, P.A.~~  
~~120 NE 1st Avenue Oco.~~  
~~Ocala, Florida 34470~~

Chris Risson  
 Marion County Growth Services  
 2710 East Silver Springs Blvd  
 Ocala FL 34470

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

**MODIFICATION OF DEVELOPER'S AGREEMENT  
 [OCALA CROSSINGS SOUTH PUD]  
 AND  
 MODIFICATION OF DEVELOPER'S AGREEMENT  
 [OCALA CROSSINGS NORTH PUD]**

THIS MODIFICATION OF DEVELOPER'S AGREEMENT [OCALA CROSSINGS SOUTH PUD] and MODIFICATION OF DEVELOPER'S AGREEMENT [OCALA CROSSINGS NORTH PUD] (the "Modification") is made and entered into this 2<sup>nd</sup> day of March, 2018, by and between:

- BRADFORD 159 P2, LLC**, a Florida limited liability company, whose address is 2500 Weston Road, Suite 311, Weston, FL 33331 ( hereinafter "*Bradford 159*"); and
- BRADFORD EXECUTIVE HOLDINGS, LLC**, a Florida limited liability company, whose address is 2500 Weston Road, Suite 311, Weston, FL 33331 ( hereinafter "*Bradford Executive*");

as to the South PUD Agreement as defined below; and

- JAMES H. SWEENEY, III**, not individually, but solely as Trustee under the 603 Acre Land Use Trust u/t/a dated March 4, 2004, whose address is 2000 S. Bayshore Drive, Villa #51, Miami, FL 33133 (hereinafter "*Sweeney*"),

as to the North PUD Agreement as defined below; and

- MARION COUNTY**, a Political subdivision of the State of Florida, whose address is 601 SE 25<sup>th</sup> Avenue, Ocala, FL 34471 (hereinafter "*Marion County*" or "*County*"),

as to both the South PUD Agreement and the North PUD Agreement.

**WITNESSETH:**

**WHEREAS**, Marion County, Bradford 159, and Bradford Executive previously entered into a Developer's Agreement [Ocala Crossings South PUD] dated December 16, 2014, and recorded in OR Book 6144, at Page 300, Public Records of Marion County, Florida (the "*South PUD Agreement*"); and

**WHEREAS**, Marion County and Sweeney previously entered into a Developer's Agreement [Ocala Crossings North PUD] dated December 16, 2014, and recorded in OR Book 6144, at Page 249, Public Records of Marion County, Florida (the "*North PUD Agreement*"); and

**WHEREAS**, Pursuant to Section 7 and 8.4 of the South PUD Agreement Bradford Executive has contributed Utilities Funds in the amount of \$1,904,616.00 to County to be used as set forth in said South PUD Agreement including to construct a triplex master wastewater lift station at the intersection of SW 90<sup>th</sup> Street and SW 49<sup>th</sup> Avenue as set forth in Section 8.3.6 of the South PUD Agreement to serve both the

development which is the subject of the South PUD Agreement and the development which is the subject of the North PUD Agreement; and

**WHEREAS**, County has preliminarily designed, pursuant to said Section 8.3.6 of the South PUD Agreement, a triplex master lift station for construction on real property owned by Bradford 159 more particularly described in Exhibit "1" hereto (the "*Bradford Lift Station Parcel*"), the permitting and construction of which would satisfy the County's obligations pursuant to said Section 8.3.6; and

**WHEREAS**, County, Bradford 159, Bradford Executive, and Sweeny have agreed that it would be more efficient, and in the interest of all of them, to, in lieu of designing, permitting and constructing a triplex master wastewater lift station on the Bradford Lift Station Parcel to design, permit and construct a duplex wastewater lift station on said Bradford Lift Station Parcel and an additional duplex wastewater lift station on a site owned by Sweeny more particularly described in Exhibit "2" hereto (the "*Sweeny Lift Station Parcel*"); and

**WHEREAS**, County has agreed to accept responsibility for the (i) design, permitting, and construction of a duplex wastewater lift station on the Bradford Lift Station Parcel together with sewage transmission lines connecting the same to the Force Main Facilities (as hereinafter defined) at the intersection of 49<sup>th</sup> Avenue and 90<sup>th</sup> Street (the "*Bradford Lift Station*"); and (ii) design, permitting, and construction of a duplex wastewater lift station on the Sweeny Lift Station Parcel (the "*Sweeny Lift Station*"); (iii) design, permitting, and construction of a sewage transmission force main, with all required tees, bends, valves, connections or other features, extending along 49<sup>th</sup> Avenue from 95<sup>th</sup> Street at the south to 85<sup>th</sup> Street, at the southern boundary of the North PUD Property, sized and designed to provide service for 2,236 residential units (the "*Force Main*"); and (iv) permitting and construction (but not design, which will be the obligation of Bradford Executive) of underground conduit transmission lines for connection to the Force Main under and across 49<sup>th</sup> Avenue at 92<sup>nd</sup> Street, 90<sup>th</sup> Street, 87<sup>th</sup> Street and 85<sup>th</sup> Street with the connection points at each such crossing point on both the east and west sides of 49<sup>th</sup> Avenue (the "*Force Main Connections*"), and Bradford Executive has agreed to design, permit, and construct a transmission line, including all required tees, bends, valves, connections or other features, including within the Lift Station Access Area as hereinafter defined, for connection of the Sweeny Lift Station to the Force Main (the "*Sweeny Transmission Facilities*"), Bradford Executive has further agreed to provide additional funding with regard to the design, permitting, and construction of the Bradford Lift Station, the Sweeny Lift Station, and the Force Main Connections and cause the Sweeny Lift Station Parcel to be conveyed to the County, and Sweeny has agreed to convey the Sweeny Lift Station Parcel to County and County has agreed, and in exchange for conveyance of the Bradford Lift Station Parcel and the Sweeny Lift Station Parcel to County, and the commitment for the provision of additional funds from Bradford Executive, to modify the design, permitting and construction of lift stations as contemplated hereby, and to design, permit and construct the Force Main, and, upon the timely provision of design plans and specifications by Bradford Executive, as provided for herein, to permit and construct the Force Main Connections, and the parties enter into this Modification to confirm and ratify the agreements between the parties and to modify the North PUD Agreement and the South PUD Agreement, all is as more particularly set forth hereinafter.

**NOW, THEREFORE**, in consideration of mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows, which terms shall be binding upon the Parties and their respective successors and assigns as may be applicable.

1. **Incorporation of Recitals and Exhibits; Definitions.** The Parties confirm and agree that the above recitals are true and correct and incorporate their terms and provisions herein for all purposes. The contents of all Exhibits referenced in this Modification and attached hereto are incorporated into the terms of this Modification, the North PUD Agreement, and the South PUD Agreement, as applicable. All capitalized terms not otherwise defined herein shall have the meaning set forth in the North PUD Agreement and the South PUD Agreement.
2. **Estoppel.** County acknowledges that, as of the date of this Modification, Sweeny, Bradford Executive, and Bradford 159 are in compliance with the terms, conditions and requirements of the

South PUD Agreement and the North PUD Agreement and have previously conveyed to County all ROW and other parcels required to be so conveyed prior to the date hereof pursuant to the South PUD Agreement and the North PUD Agreement.

3. **Modification of South PUD Agreement.** County, Bradford 159, and Bradford Executive hereby modify the South PUD Agreement as follows:

3.1 **Addition of Sections 2.30, 2.31, 2.32, 2.33, 2.34, and 2.35.** Sections 2.30, 2.31, 2.32, 2.33, 2.34, and 2.35 are hereby added to the South PUD Agreement and shall read as follows:

- 2.30 ***"Bradford Lift Station Parcel"*** - shall mean that portion of the South PUD Property which is required for the construction of a master lift station in accordance with Section 8.3.6 hereof, as shown on the attached Exhibit "1". The form of the deed to be used to convey the Bradford Lift Station Parcel is shown on the attached Exhibit "3".
- 2.31 ***"Sweeny Lift Station Parcel"*** - shall mean that portion of the North PUD Property which is required for the construction of a master lift station in accordance with Section 8.3.8 hereof, as shown on the attached Exhibit "2". The form of the deed to be used to convey the Sweeny Lift Station Parcel is shown on the attached Exhibit "4".
- 2.32 ***"Drainage Retention Parcel"*** - shall initially mean that portion of the North PUD Property described in Exhibit "5" hereto, consisting of approximately 8.97 acres, adjacent to the Sweeny Lift Station Parcel, upon which it is intended that Bradford Executive shall construct a drainage retention area for the benefit of the North PUD Property and the South PUD Property pursuant to separate agreement by and between Bradford 159, Bradford Executive, and Sweeny. The exact legal description of the Drainage Retention Parcel may change as agreed upon by Sweeny, Bradford Executive, and Bradford 159 pursuant to separate agreement.
- 2.33 ***"Lift Station Access Area"*** - shall mean that portion of the North PUD Property which is required for access to and from SW 49<sup>th</sup> Avenue and the Sweeny Lift Station Parcel, more particularly described in Exhibit "6" hereto.
- 2.34 ***"Force Main"*** - shall mean a 12 inch sewer Force Main extension from SW 95<sup>th</sup> Street running north to SW 85<sup>th</sup>, along the SW 49<sup>th</sup> Avenue alignment, to support development of the North PUD Property and the South PUD Property sized, designed and built to service a minimum of 2,236 residential units and within the North PUD Property and the South PUD Property.
- 2.35 ***"Sweeny Transmission Facilities"*** - shall mean a force main located within the Lift Station Access Area, including all required tees, bends, valves, connections, or other features, connecting the Sweeny Lift Station to the Force Main, sized, designed, and built to accept and transmit sewage from the Sweeny Lift Station, said Sweeny Lift Station sized, designed, and built in accordance with the requirements of Section 8.3.8 below, to the Force Main.

3.2 **Addition of Section 6.3.** The South PUD Agreement is hereby amended to add a new Section 6.3 which shall read as follows:

- 6.3 **Bradford Lift Station Parcel.** Bradford 159 or Bradford Executive agrees to convey to County the Bradford Lift Station Parcel, for use by County as a site for the construction and operation of the Bradford Lift Station, including

transmission lines and facilities connecting to the Force Main. The legal description for the Bradford Lift Station Parcel and the form of a deed to be used to convey the Bradford Lift Station Parcel are shown on attached Exhibits "1" and "3" respectively. Within fourteen (14) days of the execution of this Agreement Bradford 159 or Bradford Executive shall provide to County, as a precondition to County's obligations hereunder, an elevation certificate establishing the current elevation of the Bradford Lift Station Parcel and the 100 year Flood Plain Elevation applicable to the Bradford Lift Station Parcel. Conveyance of the Bradford Lift Station Parcel to County shall occur within thirty (30) days of County's written notification to Bradford 159 and Bradford Executive that it has completed the design for the construction of the Bradford Lift Station. The Bradford Entities shall, within thirty (30) days of receipt of written notice from the County that the County has obtained permits to construct the Bradford Lift Station, cause to be constructed within the SW 90<sup>th</sup> Street ROW lying between SW 49<sup>th</sup> Avenue and the Bradford Lift Station Parcel, and thereafter maintain until that portion of SW 90<sup>th</sup> Street is paved, a stabilized access road sufficient for access to the Bradford Lift Station Parcel from SW 49<sup>th</sup> Avenue by construction vehicles and equipment and, after construction of the Bradford Lift Station, maintenance vehicles including vacuum trucks, and shall deposit upon the Bradford Lift Station Parcel any and all fill necessary for the construction of the Bradford Lift Station as contemplated by Section 8.3.6 below. The conveyance of the Bradford Lift Station Parcel shall meet the requirements of Sections 11.1.2, 11.2, and 11.3 below and be in accordance with the terms of the Conveyance Standards.

3.3 Addition of Section 6.4. The South PUD Agreement is hereby amended to add a new Section 6.4 which shall read as follows:

6.4 Sweeny Lift Station Parcel. Sweeny agrees to convey to County the Sweeny Lift Station Parcel, for use by County as a site for the construction and operation of the Sweeny Lift Station. The legal description for the Sweeny Lift Station Parcel and the form of a deed to be used to convey the Sweeny Lift Station Parcel are shown on attached Exhibits "2" and "4" respectively. Within fourteen (14) days of the execution of this Agreement Bradford 159 or Bradford Executive shall provide to County, as a precondition to County's obligations hereunder, an elevation certificate establishing the current elevation of the Sweeny Lift Station Parcel and the 100 year Flood Plain Elevation applicable to the Sweeny Lift Station Parcel. Conveyance of the Sweeny Lift Station Parcel to County shall occur within thirty (30) days of written notification from County that it has completed the design for the construction of the Sweeny Lift Station as contemplated by Section 8.3.8 below. If the Sweeny Lift Station Parcel has not been platted with access to public or private rights-of-way and easements for utilities sufficient for construction, operation, maintenance and replacement of the Sweeny Lift Station and the Sweeny Transmission Facilities at the time of conveyance of the same to County, the owner of the Lift Station Access Area shall also convey to the County a temporary non-exclusive easement over, upon, and across the Lift Station Access Area for ingress and egress to and from 49<sup>th</sup> Avenue to the Sweeny Lift Station Parcel, for the construction and thereafter the operation and maintenance of the Sweeny Lift Station, and for the operation and maintenance, after conveyance of the same to the County, of the Sweeny Transmission Facilities. Said temporary easement shall terminate upon access to the Sweeny Lift Station Parcel, and the easement over and across, and upon the Lift Station Access Area, being replaced with access and easements over and within platted public or private road rights-of-way or easements sufficient for County's needs. The owner of the Lift

Station Access Area shall, within thirty (30) days of receipt of written notice from the County that the County has obtained permits to construct the Sweeny Lift Station, cause to be constructed within the Lift Station Access Area , and shall thereafter maintain until the temporary easement is terminated pursuant hereto, a stabilized access road sufficient for access to the Sweeny Lift Station Parcel from SW 49<sup>th</sup> Avenue by construction vehicles and equipment and, after construction of the Sweeny Lift Station, maintenance vehicles including vacuum trucks, and shall deposit upon the Sweeny Lift Station Parcel fill sufficient for construction of the Sweeny Lift Station as contemplated by Section 8.3.8 below. Unless and until the temporary easement granted pursuant hereto is terminated as provided for herein, the cost , expense and obligation to maintain such stabilized access road shall be the obligation of Bradford Executive and Bradford 159. The temporary easement provided for herein shall be in the form more particularly shown in the attached Exhibit "7". The conveyance of the Sweeny Lift Station Parcel, and the grant of temporary easement as contemplated hereby, shall meet the requirements of Sections 11.1.2, 11.2, and 11.3 below and be in accordance with the terms of the Conveyance Standards.

3.4 Amendment of Section 7. Section 7 of the South PUD Agreement is hereby amended and henceforth shall read as follows:

7. Capital Contribution -

7.1 Initial Contribution. Bradford Executive and County agree that, as of the date of this Amendment, Bradford Executive has contributed to County the sum of One Million Nine Hundred Four Thousand Six Hundred Sixteen Dollars (\$1,904,616.00) used for utilities infrastructure design, permitting and construction costs ("*Utilities Funds*"). Capital contribution shall not be subject to any closing conditions or conditions precedent stated in this agreement. The Utilities Funds shall be used by the County subject to the provisions of Section 8.3. County shall maintain records of the expenditure of such funds, and provide summaries (corresponding to the County's permitted uses for the funds under the terms of this Agreement), upon the written request of Owners.

7.2 Additional Contribution. County shall, upon completion of the construction of the Bradford Lift Station, the Sweeny Lift Station, and the Force Main Connections, provide to Bradford Executive an accounting of the cost and expense incurred and expended by the County in the design, permitting, and construction of the same. To the extent the cost and expense of the design, permitting, and construction of the same exceeds \$502,200.00 Bradford Executive shall reimburse County for such excess amount within ninety (90) days of receipt of the accounting from County accompanied by details of costs expended substantiating the same.

3.5 Amendment of Section 8.3.4. Section 8.3.4 of the South PUD Agreement is hereby amended and henceforth shall read as follows:

8.3.4 The Force Main.

3.6 Amendment of Section 8.3.6. Section 8.3.6 of the South PUD Agreement is hereby amended and henceforth shall read as follows:

8.3.6 The Bradford Lift Station, built in accordance with Marion County LDCs, at the intersection of SW 90<sup>th</sup> Street and SW 49<sup>th</sup> Avenue, within the Bradford Lift Station Parcel, including the sewage transmission lines and facilities connecting to the Force Main. This Bradford Lift Station will be designed, permitted, and constructed to service a minimum of 900 residential units (870 residential units within the South PUD Property and 30 residential units within the North PUD Property). The County's commencement of construction is contingent upon Bradford 159 or Bradford Executive having provided the elevation certificate contemplated by Section 6.3 above and fill to the Bradford Lift Station Parcel sufficient to construct the Bradford Lift Station in compliance with the engineering drawings and specifications produced by the County. The Bradford Lift Station as contemplated hereby shall be constructed and operational no later than the latter of (i) December 16, 2019, or (ii) twelve (12) months after Bradford 159 or Bradford Executive notifies County that any fill required to be deposited on the Bradford Lift Station Parcel as contemplated hereby has been so deposited.

3.7 Addition of Section 8.3.8. The South PUD Agreement is hereby amended to add a new Section 8.3.8 which shall read as follows:

8.3.8 The Sweeny Lift Station built in accordance with Marion County LDCs on the Sweeny Lift Station Parcel. This Sweeny Lift Station will be designed, permitted, and constructed to service a minimum of 698 residential units (367 residential units within the South PUD Property and 331 residential units within the North PUD Property). The County's commencement of construction is contingent upon Bradford Executive or Bradford 159 (i) having provided the elevation certificate contemplated by Section 6.4 above; and (ii) fill to the Sweeny Lift Station Parcel sufficient to construct the Sweeny Lift Station in compliance with the engineering drawings and specifications produced by the County; and (iii) plans and specifications for the Sweeny Transmission Facilities to be constructed by Bradford Executive or Bradford 159 substantially concurrent with the County's construction of the Sweeny Lift Station; and (iv) a notice Bradford Executive, Bradford 159 or Sweeny have filed preliminary plats or preliminary plats or preliminary site plan approvals with the expressed intention of commencing development of portions of the North PUD Property or South PUD Property to be served by the Sweeny Lift Station. The Sweeny Lift Station as contemplated hereby shall be constructed and operational no later than the latter of (i) thirty (30) days following Bradford 159 or Bradford Executive's completion of the Sweeny Transmission Facilities, or (ii) twelve (12) months after the preconditions to County's commencement of construction set forth above have been met.

3.8 Additions of Section 8.4. The second sentence of Section 8.4 of the South PUD Agreement is hereby amended and shall henceforth read as follows:

All ERC Credits granted under this Agreement, will be usable on the South PUD Property, the North PUD Property, the Sweeny Commercial Property, and parcels adjacent to any of the foregoing.

3.9 Amendment of Section 10.5. Section 10.5 of the South PUD Agreement is hereby amended to include the following additional provisions at the end thereof:

10.5 It is further agreed that upon conveyance of the Sweeny Lift Station Parcel to the County, and the Drainage Retention Parcel to Bradford Executive, the Drainage Retention Parcel shall be deemed a portion of the South PUD Property thereafter and the maximum allowable residential density for

development of the South PUD Property shall increase by thirty-six (36) residential units to one thousand one hundred fifty one (1,151) residential units based on agreed qualifying acreage (for the purpose of calculation of allowable density) of two hundred eighty seven and 86/100ths (287.86) acres; however eight (8) residential units corresponding to two (2) acres shall be transferred to the Greystone Hills PUD lying northwest of the future SW 49<sup>th</sup> Avenue/SW 90<sup>th</sup> Street intersection.

3.10 Reaffirmation. Except as herein modified all of the terms, covenants and conditions of the South PUD Agreement are hereby reaffirmed and ratified by County, Bradford Executive, and Bradford 159.

4. Modification of North PUD Agreement. County and Sweeny hereby modify the North PUD Agreement as follows:

4.1 Addition of Sections 2.29 and 2.30 Sections 2.29 and 2.30 is hereby added to the North PUD Agreement and shall read as follows:

2.29 "*Sweeny Lift Station Parcel*" - shall mean that portion of the North PUD Property which is required for the construction of a master lift station in accordance with Section 8.9 of the South PUD Agreement, as shown on the attached Exhibit "2". The form of the deed to be used to convey the Sweeny Lift Station Parcel is shown on the attached Exhibit "4".

2.30 "*Drainage Retention Parcel*" - shall mean that portion of the North PUD Property described in Exhibit "5" hereto, consisting of approximately 9.08 acres, including the Sweeny Lift Station Parcel, upon which it is intended that Bradford 159 or Bradford Executive shall construct a drainage retention area for the benefit of the North PUD Property and the South PUD Property pursuant to separate agreement by and between Bradford 159, Bradford Executive, and Sweeny.

4.2 Addition of Section 5.7. The North PUD Agreement is hereby amended to add a new Section 5.7 which shall read as follows:

5.7 Sweeny Lift Station Parcel. Sweeny agrees to convey to County the Sweeny Lift Station Parcel, for use by County as a site for the construction and operation of the Sweeny Lift Station. The legal description for the Sweeny Lift Station Parcel and the form of a deed to be used to convey the Sweeny Lift Station Parcel are shown on attached Exhibits "2" and "4" respectively. Conveyance of the Sweeny Lift Station Parcel to County shall occur within thirty (30) days of written notification from County that it has completed, or approved the design of, the Sweeny Lift Station Parcel, and is ready to commence permitting. The conveyance of the Sweeny Lift Station Parcel shall meet the requirements of Sections 9.1.2, 9.2, and 9.3 below, and be in accordance with the terms of the Conveyance Standards.

4.3 Amendment of Section 8.5. Section 8.5 of the North PUD Agreement is hereby amended to include the following additional provisions at the end thereof:

8.5 It is further agreed that upon conveyance of the Sweeny Lift Station Parcel to the County, and the Drainage Retention Parcel to Bradford Executive, the Drainage Retention Parcel shall be deemed a portion of the South PUD Property thereafter and the maximum allowable residential density

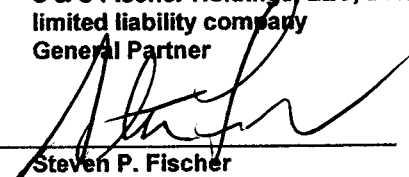
for development of the North PUD Property shall decrease by thirty-six (36) residential units to one thousand eighty five (1,085) residential units based on agreed qualifying acreage (for the purpose of calculation of allowable density) of two hundred seventy one and 12/100ths (271.12) acres.

- 4.4 Reaffirmation. Except as herein modified all of the terms, covenants and conditions of the North PUD Agreement are hereby reaffirmed and ratified by County and Sweeny.

**IN WITNESS WHEREOF**, the Parties hereto have entered into this Modification as of the date first above written.

[SIGNATURE PAGES TO FOLLOW]

SIGNATURE PAGE FOR BRADFORD 159

AS TO BRADFORD 159:  
 BRADFORD 159 P2, LLC, a Florida limited liability company  
 By: BRADFORD EXECUTIVE HOLDINGS, LLC, a Florida limited liability company  
 Its: Manager  
 By: ZFM Executive Investments, LLC, a Florida limited liability company  
 Its: Manager  
 By: S & S Fischer Holdings Limited Partnership, a Florida limited partnership  
 Its: Manager  
 By: S & S Fischer Holdings, LLC, a Florida limited liability company  
 Its: General Partner  
 By:   
 Steven P. Fischer  
 Its: Manager

STATE OF FLORIDA  
 COUNTY OF Blanco


The foregoing MODIFICATION was acknowledged before me by STEVEN P. FISCHER, as Manager of S & S FISCHER HOLDINGS LIMITED PARTNERSHIP, a Florida limited partnership, as General Partner of S & S FISCHER HOLDINGS LIMITED PARTNERSHIP, a Florida limited partnership, as Manager of ZFM EXECUTIVE INVESTMENTS, LLC, a Florida limited liability company, Manager of BRADFORD EXECUTIVE HOLDINGS, LLC, a Florida limited liability company, as Manager of BRADFORD 159 P2, LLC, a Florida limited liability company, who is:

Personally known by me, OR  
 Produced \_\_\_\_\_ as identification.

Dated: this 25 day of April, 2018.



Daniel Alejandro Martin  
 Commission #FF964168  
 Expires: February 28, 2020  
 Bonded thru Aaron Notary

  
 Print Name: Daniel Martin  
 Notary Public, State of FLORIDA  
 Commission number FF 964168  
 Commission expires February 28, 2020

**SIGNATURE PAGE FOR BRADFORD EXECUTIVE**

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**AS TO BRADFORD EXECUTIVE:**  
**BRADFORD EXECUTIVE HOLDINGS, LLC, a**  
**Florida limited liability company**  
By: **ZFM Executive Investments, LLC, a**  
**Florida limited liability company**  
Its: **Manager**  
By: **S & S Fischer Holdings Limited**  
**Partnership, a Florida limited**  
**partnership**  
Its: **Manager**  
By: **S & S Fischer Holdings, LLC, a Florida**  
**limited liability company**  
Its: **General Partner**  
By: \_\_\_\_\_  
**Steven P. Fischer**  
Its: **Manager**

STATE OF FLORIDA  
COUNTY OF Broward

The foregoing MODIFICATION was acknowledged before me by **STEVEN P. FISCHER**, as **Manager** of **S & S FISCHER HOLDINGS LIMITED PARTNERSHIP**, a Florida limited partnership, as **General Partner** of **S & S FISCHER HOLDINGS LIMITED PARTNERSHIP**, a Florida limited partnership, as **Manager** of **ZFM EXECUTIVE INVESTMENTS, LLC**, a Florida limited liability company, **Manager** of **BRADFORD EXECUTIVE HOLDINGS, LLC**, a Florida limited liability company,, who is:

Personally known by me, OR  
 Produced \_\_\_\_\_ as identification.

Dated: this 25 day of April, 2018.



**Daniel Alejandro Martin**  
**Commission #FF964168**  
**Expires: February 28, 2020**  
**Bonded thru Aaron Notary**

\_\_\_\_\_  
Print Name: Daniel Martin  
Notary Public, State of FLORIDA  
Commission number FF 964168  
Commission expires February 28, 2020

**SIGNATURE PAGE FOR SWEENY**

**AS TO SWEENY:**

**JAMES H. SWEENY III, not individually, but solely as Trustee under the 603 Acre Land Trust u/t/a dated March 4, 2004**

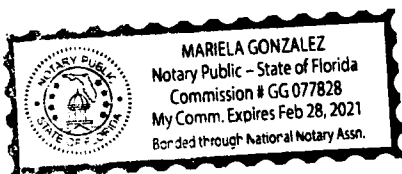
By: *James H. Sweeny III Trust*  
**JAMES H. SWEENY, III**  
Its: Trustee

**STATE OF FLORIDA**  
**COUNTY OF Miami-Dade**

The foregoing MODIFICATION was acknowledged before me by **JAMES H. SWEENY III, not individually, but solely as Trustee under the 603 Acre Land Trust u/t/a dated March 4, 2004**, who is:

Personally known by me, OR  
 Produced \_\_\_\_\_ as identification.

Dated: this 30<sup>th</sup> day of April, 2018.



*Mariela Gonzalez*  
Print Name: \_\_\_\_\_  
Notary Public, State of FLORIDA  
Commission number 66077828  
Commission expires 2/28/21

SIGNATURE PAGE FOR COUNTY

AS TO COUNTY:

MARION COUNTY, A POLITICAL SUBDIVISION  
OF THE STATE OF FLORIDA

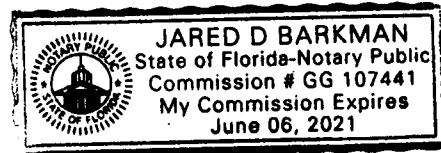
BY: Kathy Bryant  
PRINT NAME: Kathy Bryant  
ITS: Chairman

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing MODIFICATION was acknowledged before me by Kathy Bryant, as  
Chairman for MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF  
FLORIDA, who is:

Personally known by me, OR  
 Produced \_\_\_\_\_ as identification.

Dated: this 30<sup>th</sup> day of July, 2018.



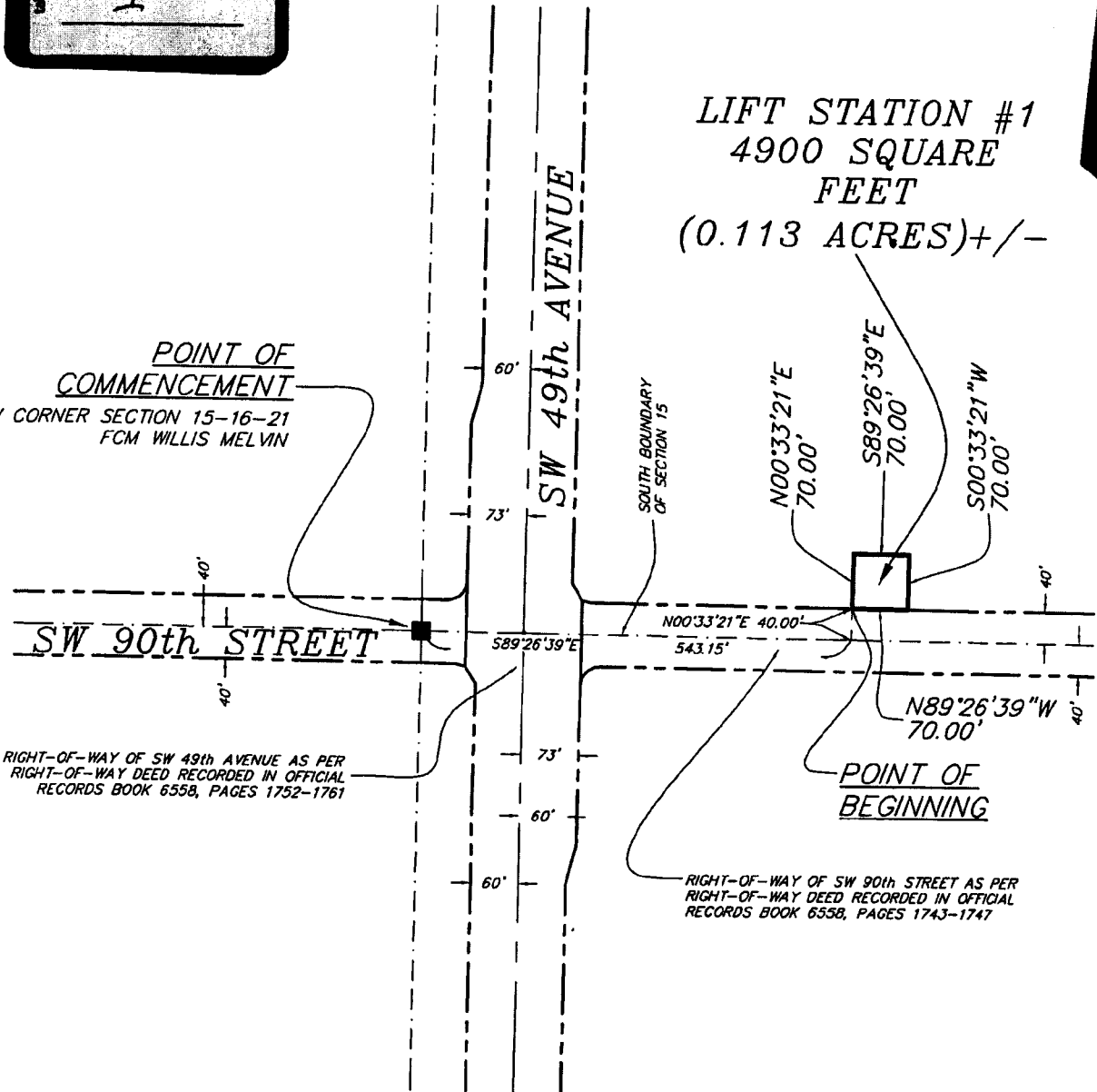
J. D. Barkman  
Print Name: Jared D. Barkman  
Notary Public, State of FLORIDA  
Commission number GG-107441  
Commission expires 6-6-21

# DESCRIPTION AND SKETCH FOR STEVE FISCHER



**LIFT STATION #1  
4900 SQUARE  
FEET  
(0.113 ACRES)+/-**

POINT OF COMMENCEMENT  
SW CORNER SECTION 15-16-21  
FCM WILLIS MELVIN



**SEE OTHER SIDE**

<b>A.M. GAUDET &amp; ASSOCIATES INC.</b> LAND SURVEYING - LAND PLANNING P.O. BOX 4073 BELLEVIEW FLORIDA 34421 4709 SE 102nd PL. STE 3 BELLEVIEW, FLORIDA 34420 PHONE: (352) 245-2708      FAX: (352) 245-2883	Job No.: 04-014	Drawing No.: 04014LS1	Scale: 1"= 200'
	Drawn by: JAD	Approved by: AMG	
	Date Finished:      Office: 10/13/17		

**LEGEND:**

- |  |  |                                    |
|--|--|------------------------------------|
| ■ = FOUND 4"x 4" CONCRETE MONUMENT                           | ⊙ = WELL                               | (P) = PLAT DIMENSION               |
| ● = FOUND 5/8" IRON ROD                                      | ⊕ = CENTER LINE                        | (D) = DESCRIBED OR DEED DIMENSION  |
| ⊙ = FOUND NAIL WITH DISK                                     | -o-x- = FENCE LINE                     | (R) = RADIAL DIMENSION             |
| ○ = SET 1/2" IRON ROD WITH CAP<br>MARKED A.M. GAUDET LS 5316 | -x- = LINE NOT DRAWN TO SCALE          | (F) = FIELD MEASUREMENT            |
| □ = SET 4"x 4" CONCRETE MONUMENT<br>MARKED PCP 5316          | A/C = AIR CONDITIONER                  | (C) = CALCULATED DIMENSION         |
| ⊙ = LIGHT POLE   | C/B = CONCRETE BLOCK                   | (CP) = CALCULATED PLAT DIMENSION   |
| ⊙ = POWER POLE   | FCM = FOUND CONCRETE MONUMENT          | R = RADIUS                         |
| ⊙ = TELEPHONE PEDESTAL                                       | CLF = CHAIN LINK FENCE                 | L = ARC LENGTH                     |
| ⊙ = ELECTRIC BOX   | S/W = SIDEWALK                         | T = TANGENT LENGTH                 |
| ⊙ = WATER METER  | R/W = RIGHT-OF-WAY                     | D = DELTA; CENTRAL ANGLE           |
| ⊙ = WATER VALVE  | FIRC = FOUND IRON ROD/PIN AND CAP      | CH = CHORD LENGTH                  |
| -OHE- = OVERHEAD POWER LINE                                  | N/T = NAIL AND TAB                     | CB = CHORD BEARING                 |
| ⊙ = FIRE HYDRANT   | RLS = REGISTERED LAND SURVEYOR         | PCP = PERMANENT CONTROL POINT      |
| ⊙ : CONC. = CONCRETE   | PLS = PROFESSIONAL LAND SURVEYOR       | PRM = PERMANENT REFERENCE MONUMENT |
| x 00.00 = SPOT ELEVATION                                     | LS = LAND SURVEYOR                     | PT = POINT OF TANGENT              |
| ⊙ = TEST HOLE LOCATION<br>(WHEN APPROPRIATE)                 | LB = LICENSED BUSINESS                 | PC = POINT OF CURVATURE            |
|  | PSM = PROFESSIONAL SURVEYOR AND MAPPER | PI = POINT OF INTERSECTION         |
|  | PB = PLAT BOOK                         | PRC = POINT OF REVERSE CURVATURE   |
|  | PG = PAGE                              | POC = POINT OF COMMENCEMENT        |
|  | OR = OFFICIAL RECORDS                  | POB = POINT OF BEGINNING           |
|  | RCP = REINFORCED CONCRETE PIPE         | TBM = TEMPORARY BENCH MARK         |
|  | CMP = CORRUGATED METAL PIPE            | SQ FT = SQUARE FEET                |
|  |  | MEC = MOORHEAD ENGINEERING COMPANY |

**NOTES**

1. THIS IS NOT A SURVEY. THIS DESCRIPTION AND SKETCH WERE PREPARED AT CLIENT'S REQUEST AND ARE BASED ON THE DESCRIPTION CONTAINED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 6558, PAGES 1743-1747, THE DESCRIPTION CONTAINED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 6558, PAGES 1752-1761, ALL OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; EXISTING MONUMENTATION; AND RECORDS OF THIS COMPANY.
2. BEARINGS SHOWN HEREON BASED ON AN ASSUMED MERIDIAN; SPECIFICALLY THE SOUTH BOUNDARY OF SECTION 15 AS SHOWN HEREON BEING S89°26'39"E.

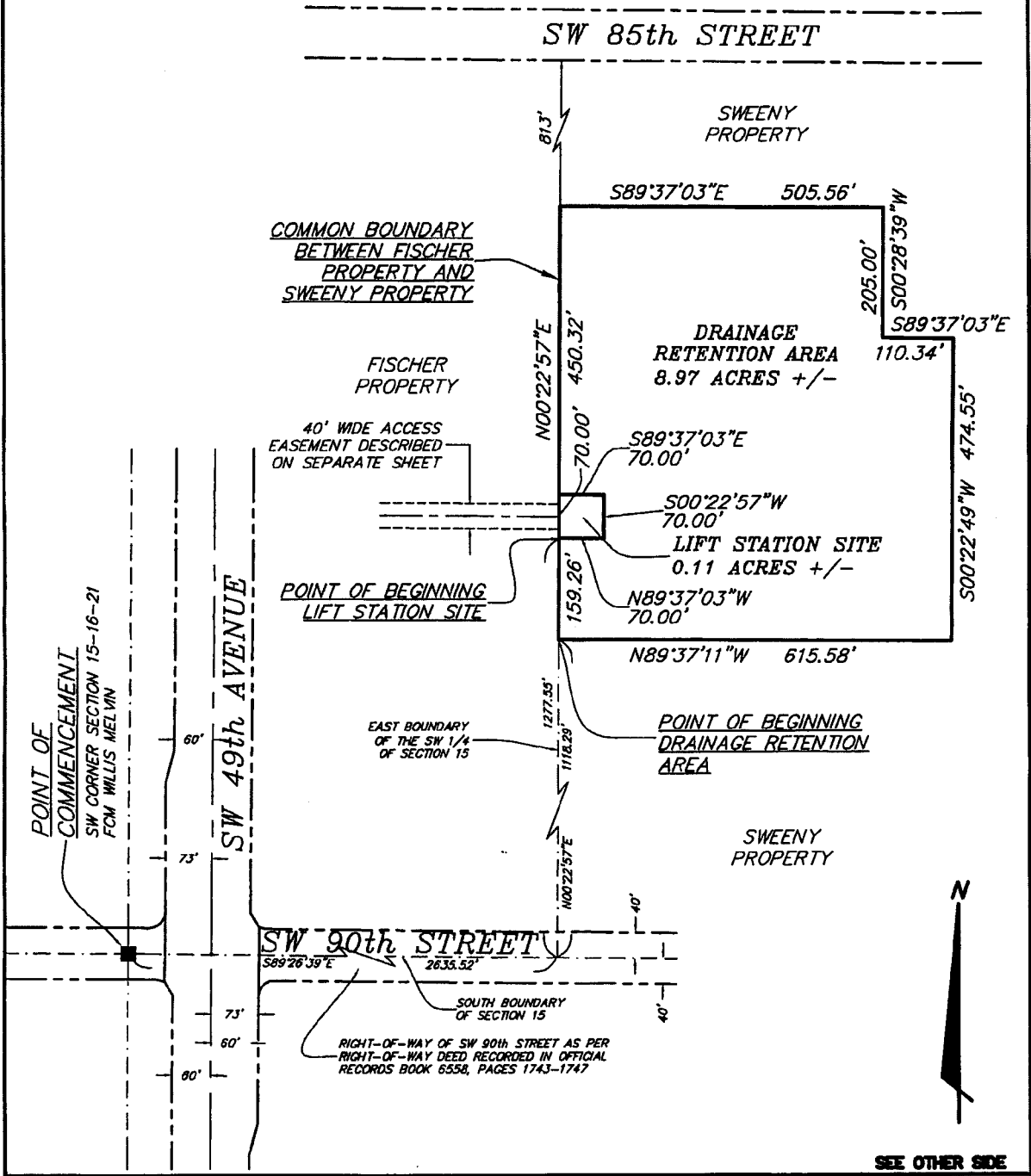
**DESCRIPTION**

BEING A PORTION OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCING AT A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S89°26'39"E, ALONG THE SOUTH BOUNDARY OF SAID SECTION 15, A DISTANCE OF 543.15 FEET; THENCE N00°33'21"E, PERPENDICULAR TO SAID SOUTH BOUNDARY, 40.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF SW 90TH STREET AS PER RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 6558, PAGES 1743-1747 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE CONTINUE N00°33'21"E, 70.00 FEET; THENCE S89°26'39"E, 70.00 FEET; THENCE S00°33'21"W, 70.00 FEET TO A POINT ON THE AFORESAID NORTH RIGHT-OF-WAY LINE OF SW 90TH STREET; THENCE N89°26'39"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, 70.00 FEET TO THE POINT OF BEGINNING.  
 CONTAINING 4900 SQUARE FEET (0.113 ACRES), MORE OR LESS.

A.M. GAUDET & ASSOCIATES, INC. LB# 7158  
 ANDRUS M. GAUDET  
 REGISTERED LAND SURVEYOR # 5316  
 STATE OF FLORIDA



**DESCRIPTION AND SKETCH FOR  
STEVE FISCHER**



**SEE OTHER SIDE**

<b>A.M. GAUDET &amp; ASSOCIATES INC.</b> LAND SURVEYING - LAND PLANNING P.O. BOX 4073 BELLEVUE FLORIDA 34421 4709 SE 102nd PL. STE 3 BELLEVUE, FLORIDA 34420 PHONE: (352) 245-2708 FAX: (352) 245-2883	Job No.: 04-014	Drawing No.: 04014DRA-LS	Scale: 1"= 200'
	Drawn by: JAD	Approved by: AMG	
	Date Finished: Office: 01/31/18		

**LEGEND:**

- = FOUND 4"x 4" CONCRETE MONUMENT
- = FOUND 5/8" IRON ROD
- ⊙ = FOUND NAIL WITH DISK
- = SET 1/2" IRON ROD WITH CAP MARKED A.M. GAUDET LS 5316
- ⊠ = SET 4"x 4" CONCRETE MONUMENT MARKED PCP 5316
- ☆ = LIGHT POLE
- ⊕ = POWER POLE
- ⊞ = TELEPHONE PEDESTAL
- ⊞ = ELECTRIC BOX
- ⊞ = WATER METER
- ⊞ = WATER VALVE
- OHE— = OVERHEAD POWER LINE
- ⊞ = FIRE HYDRANT
- ⊞: CONC. = CONCRETE
- x 00.00 = SPOT ELEVATION
- ⊞ = TEST HOLE LOCATION (WHEN APPROPRIATE)
- ⊞ = WELL
- ⊞ = CENTER LINE
- X— = FENCE LINE
- X— = LINE NOT DRAWN TO SCALE
- A/C = AIR CONDITIONER
- C/B = CONCRETE BLOCK
- FCM = FOUND CONCRETE MONUMENT
- CLF = CHAIN LINK FENCE
- S/W = SIDEWALK
- R/W = RIGHT-OF-WAY
- FIRC = FOUND IRON ROD/PIN AND CAP
- N/T = NAIL AND TAB
- RLS = REGISTERED LAND SURVEYOR
- PLS = PROFESSIONAL LAND SURVEYOR
- LS = LAND SURVEYOR
- LB = LICENSED BUSINESS
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- (P) = PLAT DIMENSION
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- (R) = RADIAL DIMENSION
- (F) = FIELD MEASUREMENT
- (C) = CALCULATED DIMENSION
- (CP) = CALCULATED PLAT DIMENSION
- R = RADIUS
- L = ARC LENGTH
- T = TANGENT LENGTH
- D = DELTA; CENTRAL ANGLE
- CH = CHORD LENGTH
- CB = CHORD BEARING
- PCP = PERMANENT CONTROL POINT
- PRM = PERMANENT REFERENCE MONUMENT
- PT = POINT OF TANGENT
- PC = POINT OF CURVATURE
- PI = POINT OF INTERSECTION
- PRC = POINT OF REVERSE CURVATURE
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- TBM = TEMPORARY BENCH MARK
- SQ FT = SQUARE FEET
- MEC = MOORHEAD ENGINEERING COMPANY

**NOTES**

1. THIS IS NOT A SURVEY. THIS DESCRIPTION AND SKETCH WERE PREPARED AT CLIENT'S REQUEST AND ARE BASED ON THE DESCRIPTION CONTAINED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 6558, PAGES 1743-1747, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; EXISTING MONUMENTATION; AND RECORDS OF THIS COMPANY.
2. BEARINGS SHOWN HEREON BASED ON AN ASSUMED MERIDIAN; SPECIFICALLY THE SOUTH BOUNDARY OF SECTION 15 AS SHOWN HEREON BEING S89°26'39"E.

**DESCRIPTION**

DRAINAGE RETENTION AREA

BEING A PORTION OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCING AT A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S89°26'39"E, ALONG THE SOUTH BOUNDARY OF SAID SECTION 15, A DISTANCE OF 2635.52 FEET; THENCE N00°22'57"E, ALONG THE EAST BOUNDARY OF THE SW 1/4 OF SAID SECTION 15, A DISTANCE OF 1118.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°22'57"E, ALONG SAID EAST BOUNDARY, 159.26 FEET; THENCE S89°37'03"E, 70.00 FEET; THENCE N00°22'57"E, 70.00 FEET; THENCE N89°37'03"W, 70.00 FEET TO A POINT ON THE AFORESAID EAST BOUNDARY OF THE SW 1/4; THENCE N00°22'57"E, ALONG SAID EAST BOUNDARY, 450.32 FEET; THENCE S89°37'03"E, 505.56 FEET; THENCE S00°28'39"W, 205.00 FEET; THENCE S89°37'03"E, 110.34 FEET; THENCE S00°22'49"W, 474.55 FEET; THENCE N89°37'11"W, 615.58 FEET TO THE POINT OF BEGINNING. CONTAINING 8.97 ACRES, MORE OR LESS.

LIFT STATION SITE

BEING A PORTION OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCING AT A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S89°26'39"E, ALONG THE SOUTH BOUNDARY OF SAID SECTION 15, A DISTANCE OF 2635.52 FEET; THENCE N00°22'57"E, ALONG THE EAST BOUNDARY OF THE SW 1/4 OF SAID SECTION 15, A DISTANCE OF 1277.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°22'57"E, ALONG SAID EAST BOUNDARY, 70.00 FEET; THENCE S89°37'03"E, 70.00 FEET; THENCE S00°22'57"W, 70.00 FEET; THENCE N89°37'03"W, 70.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.11 ACRES, MORE OR LESS.

A.M. GAUDET & ASSOCIATES, INC. LB# 7158  
 ANDRUS M. GAUDET  
 REGISTERED LAND SURVEYOR # 5316  
 STATE OF FLORIDA

Exhibit "3"

RECORD \$ \_\_\_\_\_

PREPARED BY and RETURN TO:  
Tim Haines/cs  
GRAY, ACKERMAN & HAINES, P.A.  
125 NE 1<sup>st</sup> Avenue, Suite 1  
Ocala, FL 34470

PROPERTY APPRAISER'S PID NO: **A PORTION OF 35623-000-01**

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**WARRANTY DEED**  
(Statutory Form- Section 689.02, F.S.)

This Indenture, made this \_\_\_\_ day of \_\_\_\_\_, 2018, between **BRADFORD EXECUTIVE HOLDINGS, LLC, a Florida limited liability company**, whose post office address is 2500 Weston Road, #311, Weston, FL 33331 (hereinafter "*Grantor*"), and **MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**, whose post office address is: c/o Marion County Transportation Department, 412 SE 25<sup>th</sup> Avenue, Ocala, Florida 34471 (hereinafter "*Grantee*").

**WITNESSETH:**

THAT SAID GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situated, lying and being in Marion County, Florida, to-wit:

**PROPERTY DESCRIBED ON ATTACHED EXHIBIT "A".**

**SUBJECT TO:**

1. Ad valorem and real estate taxes for the calendar year 2018 and all subsequent years..
2. Easements, Restrictions and Reservations of Record, if any, but the same are not created or reimposed by the reference.

And said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

"Grantor" and "Grantee" are used for singular or plural, as context required.

**IN WITNESS WHEREOF**, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed and sealed in our presence as witnesses:

**Witness #1:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Witness #1 Name

**Witness #2:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Witness #2 Name

**AS TO GRANTOR:**

**BRADFORD EXECUTIVE HOLDINGS, LLC, a  
Florida limited liability company**

**Its: Manager**

**By: ZFM Executive Investments, LLC, a  
Florida limited liability company**

**Its: Manager**

**By: S & S Fischer Holdings Limited  
Partnership, a Florida limited  
partnership**

**Its: Manager**

**By: S & S Fischer Holdings,  
LLC, a Florida limited  
liability company**

**Its: General Partner**

**By: \_\_\_\_\_**

**Steven P. Fischer**

**Its: Manager**

**STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_**

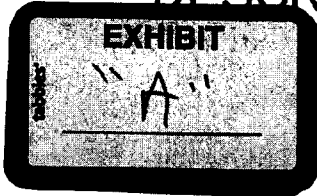
The foregoing WARRANTY DEED was acknowledged before me by **STEVEN P. FISCHER, as  
Manager of S & S FISCHER HOLDINGS LIMITED PARTNERSHIP, a Florida limited partnership, as  
General Partner of S & S FISCHER HOLDINGS LIMITED PARTNERSHIP, a Florida limited partnership,  
as Manager of ZFM EXECUTIVE INVESTMENTS, LLC, a Florida limited liability company, Manager of  
BRADFORD EXECUTIVE HOLDINGS, LLC, a Florida limited liability company, who is:**

\_\_\_\_ Personally known by me, OR  
\_\_\_\_ Produced \_\_\_\_\_ as identification.

Dated: this \_\_\_\_ day of \_\_\_\_\_, 2018.

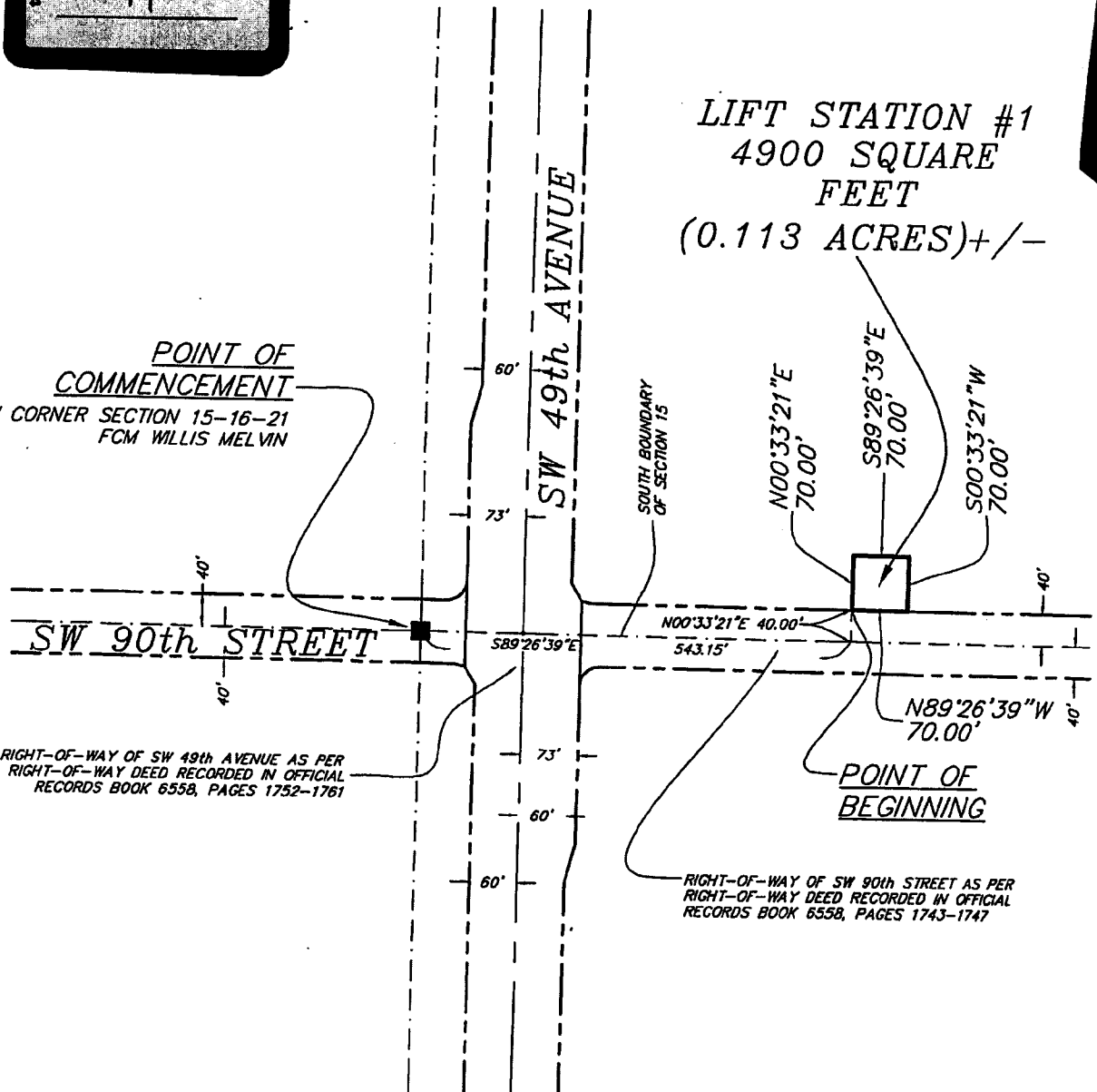
\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of FLORIDA  
Commission number \_\_\_\_\_  
Commission expires \_\_\_\_\_

# DESCRIPTION AND SKETCH FOR STEVE FISCHER



**LIFT STATION #1**  
**4900 SQUARE**  
**FEET**  
**(0.113 ACRES)+/-**

POINT OF COMMENCEMENT  
SW CORNER SECTION 15-16-21  
FCM WILLIS MELVIN



RIGHT-OF-WAY OF SW 49th AVENUE AS PER  
RIGHT-OF-WAY DEED RECORDED IN OFFICIAL  
RECORDS BOOK 6558, PAGES 1752-1761

RIGHT-OF-WAY OF SW 90th STREET AS PER  
RIGHT-OF-WAY DEED RECORDED IN OFFICIAL  
RECORDS BOOK 6558, PAGES 1743-1747

POINT OF BEGINNING

**SEE OTHER SIDE**

**A.M. GAUDET & ASSOCIATES INC.**  
LAND SURVEYING - LAND PLANNING  
P.O. BOX 4073 BELLEVUE FLORIDA 34421  
4709 SE 102nd PL. STE 3 BELLEVUE, FLORIDA 34420  
PHONE: (352) 245-2708 FAX: (352) 245-2883

Job No.: 04-014	Drawing No.: 04014LS1	Scale: 1" = 200'
Drawn by: JAD	Approved by: AMG	
Date Finished:	Office: 10/13/17	

**LEGEND:**

■ = FOUND 4"x 4" CONCRETE MONUMENT	⊕ = WELL	(P) = PLAT DIMENSION
● = FOUND 5/8" IRON ROD	⊕ = CENTER LINE	(D) = DESCRIBED OR DEED DIMENSION
⊙ = FOUND NAIL WITH DISK	- - - x - = FENCE LINE	(R) = RADIAL DIMENSION
○ = SET 1/2" IRON ROD WITH CAP MARKED A.M. GAUDET LS 5316	↖ = LINE NOT DRAWN TO SCALE	(F) = FIELD MEASUREMENT
□ = SET 4"x 4" CONCRETE MONUMENT MARKED PCP 5316	A/C = AIR CONDITIONER	(C) = CALCULATED DIMENSION
⊙ = LIGHT POLE	C/B = CONCRETE BLOCK	(CP) = CALCULATED PLAT DIMENSION
⊙ = POWER POLE	FCM = FOUND CONCRETE MONUMENT	R = RADIUS
⊙ = TELEPHONE PEDESTAL	CLF = CHAIN LINK FENCE	L = ARC LENGTH
⊙ = ELECTRIC BOX	S/W = SIDEWALK	T = TANGENT LENGTH
⊙ = WATER METER	R/W = RIGHT-OF-WAY	D = DELTA; CENTRAL ANGLE
⊙ = WATER VALVE	FIRC = FOUND IRON ROD/PIN AND CAP	CH = CHORD LENGTH
-OHE- = OVERHEAD POWER LINE	N/T = NAIL AND TAB	CB = CHORD BEARING
⊙ = FIRE HYDRANT	RLS = REGISTERED LAND SURVEYOR	PCP = PERMANENT CONTROL POINT
⊙ : CONC. = CONCRETE	PLS = PROFESSIONAL LAND SURVEYOR	PRM = PERMANENT REFERENCE MONUMENT
x 00.00 = SPOT ELEVATION	LS = LAND SURVEYOR	PT = POINT OF TANGENT
⊕ = TEST HOLE LOCATION (WHEN APPROPRIATE)	LB = LICENSED BUSINESS	PC = POINT OF CURVATURE
	PSM = PROFESSIONAL SURVEYOR AND MAPPER	PI = POINT OF INTERSECTION
	PB = PLAT BOOK	PRC = POINT OF REVERSE CURVATURE
	PG = PAGE	POC = POINT OF COMMENCEMENT
	OR = OFFICIAL RECORDS	POB = POINT OF BEGINNING
	RCP = REINFORCED CONCRETE PIPE	TBM = TEMPORARY BENCH MARK
	CMP = CORRUGATED METAL PIPE	SQ FT = SQUARE FEET
		MEC = MOORHEAD ENGINEERING COMPANY

**NOTES**

1. THIS IS NOT A SURVEY. THIS DESCRIPTION AND SKETCH WERE PREPARED AT CLIENT'S REQUEST AND ARE BASED ON THE DESCRIPTION CONTAINED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 6558, PAGES 1743-1747, THE DESCRIPTION CONTAINED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 6558, PAGES 1752-1761, ALL OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; EXISTING MONUMENTATION; AND RECORDS OF THIS COMPANY.
2. BEARINGS SHOWN HEREON BASED ON AN ASSUMED MERIDIAN; SPECIFICALLY THE SOUTH BOUNDARY OF SECTION 15 AS SHOWN HEREON BEING S89°26'39"E.

**DESCRIPTION**

BEING A PORTION OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCING AT A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S89°26'39"E, ALONG THE SOUTH BOUNDARY OF SAID SECTION 15, A DISTANCE OF 543.15 FEET; THENCE N00°33'21"E, PERPENDICULAR TO SAID SOUTH BOUNDARY, 40.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF SW 90TH STREET AS PER RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 6558, PAGES 1743-1747 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE CONTINUE N00°33'21"E, 70.00 FEET; THENCE S89°26'39"E, 70.00 FEET; THENCE S00°33'21"W, 70.00 FEET TO A POINT ON THE AFORESAID NORTH RIGHT-OF-WAY LINE OF SW 90TH STREET; THENCE N89°26'39"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, 70.00 FEET TO THE POINT OF BEGINNING. CONTAINING 4900 SQUARE FEET (0.113 ACRES), MORE OR LESS.

A.M. GAUDET & ASSOCIATES, INC. LB# 7158  
 ANDRUS M. GAUDET  
 REGISTERED LAND SURVEYOR # 5316  
 STATE OF FLORIDA

**Exhibit "4"**

RECORD \$ \_\_\_\_\_

PREPARED BY and RETURN TO:  
Tim Haines/cs  
GRAY, ACKERMAN & HAINES, P.A.  
125 NE 1<sup>st</sup> Avenue, Suite 1  
Ocala, FL 34470

PROPERTY APPRAISER'S PID NO: **A PORTION OF 35623-000-01**

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**WARRANTY DEED**

*(Statutory Form- Section 689.02, F.S.)*

This Indenture, made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between **JAMES J. SWEENEY III, not individually, but solely as Trustee under the 603 Acre Land Trust u/t/a dated March 4, 2004**, whose mailing address is 2000 South Bayshore Drive, Villa 51, Miami, FL 33133, (hereinafter "*Grantor*"), and **MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**, whose post office address is: c/o Marion County Transportation Department, 412 SE 25<sup>th</sup> Avenue, Ocala, Florida 34471 (hereinafter "*Grantee*").

**WITNESSETH:**

THAT SAID GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situated, lying and being in Marion County, Florida, to-wit:

**PROPERTY DESCRIBED ON ATTACHED EXHIBIT "A".**

**SUBJECT TO:**

1. Ad valorem and real estate taxes for the calendar year 2018 and all subsequent years..
2. Easements, Restrictions and Reservations of Record, if any, but the same are not created or reimposed by the reference.

And said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*"Grantor"* and *"Grantee"* are used for singular or plural, as context required.

**IN WITNESS WHEREOF**, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

**AS TO GRANTOR:**

Signed and sealed in our presence as witnesses:

**Witness #1:**

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Witness #1 Name

\_\_\_\_\_  
**JAMES J. SWEENEY III, not individually, but  
solely as Trustee under the 603 Acre Land  
Trust u/t/a dated March 4, 2004**

**Witness #2:**

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Witness #2 Name

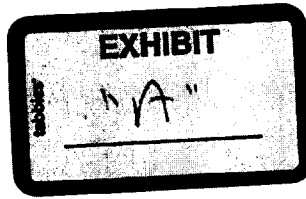
**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing WARRANTY DEED was acknowledged before me by **JAMES J. SWEENEY III, not individually, but solely as Trustee under the 603 Acre Land Trust u/t/a dated March 4, 2004**, who is:

\_\_\_\_ Personally known by me, OR  
\_\_\_\_ Produced \_\_\_\_\_ as identification.

Dated: this \_\_\_\_ day of \_\_\_\_\_, 2018.

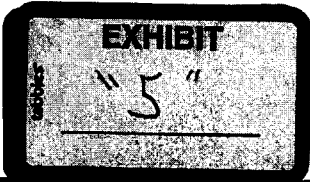
\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of FLORIDA  
Commission number \_\_\_\_\_  
Commission expires \_\_\_\_\_



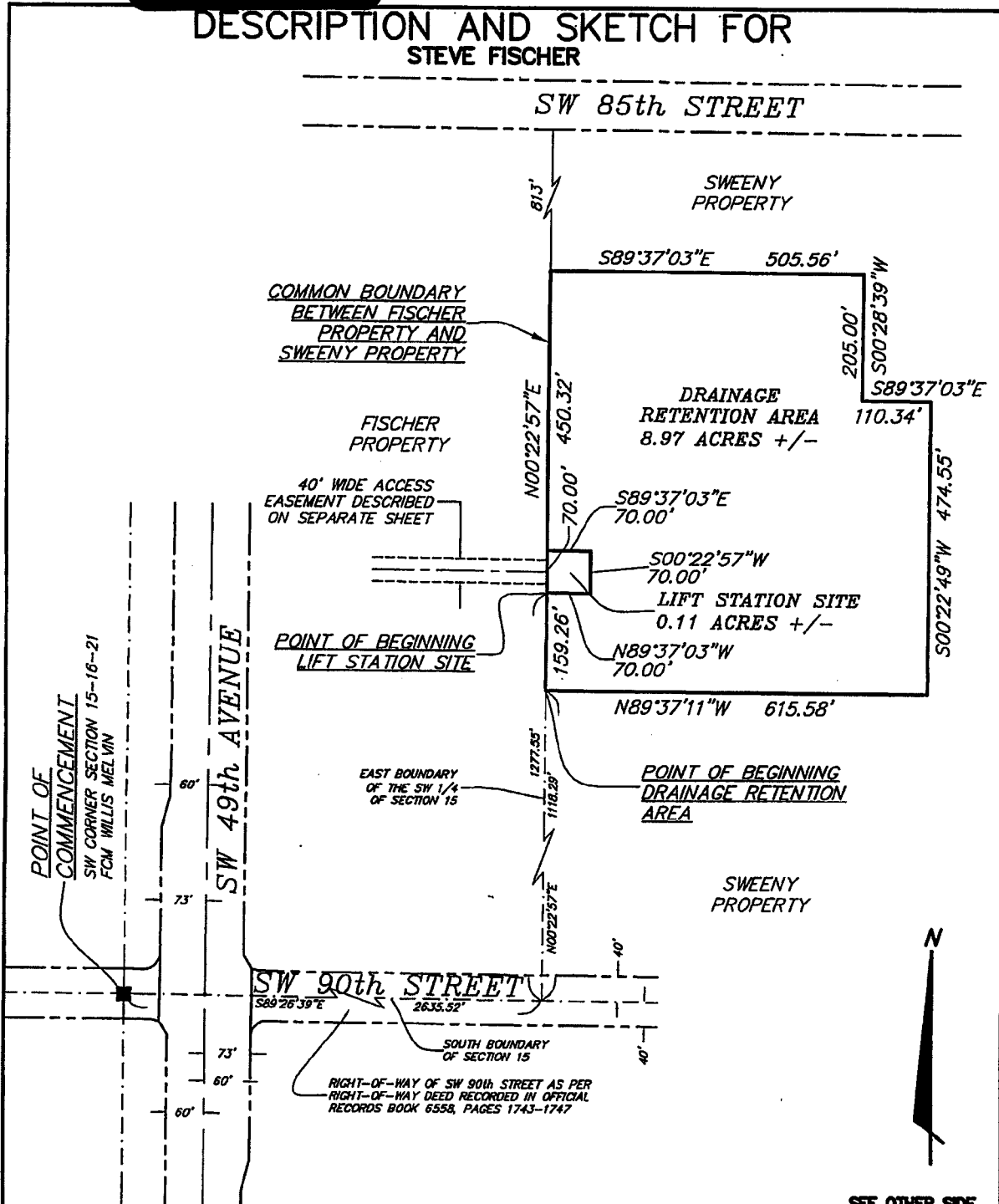
LIFT STATION SITE

BEING A PORTION OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S89°26'38"E, ALONG THE SOUTH BOUNDARY OF SAID SECTION 15, A DISTANCE OF 2635.52 FEET; THENCE N00°22'57"E, ALONG THE EAST BOUNDARY OF THE SW 1/4 OF SAID SECTION 15, A DISTANCE OF 1277.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°22'57"E, ALONG SAID EAST BOUNDARY, 70.00 FEET; THENCE S89°37'03"E, 70.00 FEET; THENCE S00°22'57"W, 70.00 FEET; THENCE N89°37'03"W, 70.00 FEET TO THE POINT OF BEGINNING.  
CONTAINING 0.11 ACRES, MORE OR LESS.



**DESCRIPTION AND SKETCH FOR  
STEVE FISCHER**



**SEE OTHER SIDE**

<b>A.M. GAUDET &amp; ASSOCIATES INC.</b> LAND SURVEYING - LAND PLANNING P.O. BOX 4073 BELLEVUE FLORIDA 34421 4709 SE 102nd PL STE 3 BELLEVUE, FLORIDA 34420 PHONE: (352) 245-2708 FAX: (352) 245-2883	Job No.: 04-014	Drawing No.: 04014DRA-15	Scale: 1"= 200'
	Drawn by: JAD	Approved by: AMG	
	Date Finished:	Office: 01/31/18	

**LEGEND:**

■ = FOUND 4" x 4" CONCRETE MONUMENT	⊕ = WELL	(P) = PLAT DIMENSION
● = FOUND 5/8" IRON ROD	⊕ = CENTER LINE	(D) = DESCRIBED OR DEED DIMENSION
⊙ = FOUND NAIL WITH DISK	—X— = FENCE LINE	(R) = RADIAL DIMENSION
○ = SET 1/2" IRON ROD WITH CAP MARKED A.M. GAUDET LS 5316	—X— = LINE NOT DRAWN TO SCALE	(F) = FIELD MEASUREMENT
⊠ = SET 4" x 4" CONCRETE MONUMENT MARKED PCP 5316	A/C = AIR CONDITIONER	(C) = CALCULATED DIMENSION
☆ = LIGHT POLE	FCM = FOUND CONCRETE MONUMENT	(CP) = CALCULATED PLAT DIMENSION
⊙ = POWER POLE	CLF = CHAIN LINK FENCE	R = RADIUS
⊠ = TELEPHONE PEDESTAL	S/W = SIDEWALK	L = ARC LENGTH
⊠ = ELECTRIC BOX	R/W = RIGHT-OF-WAY	T = TANGENT LENGTH
⊠ = WATER METER	FIRC = FOUND IRON ROD/PIN AND CAP	D = DELTA; CENTRAL ANGLE
⊠ = WATER VALVE	N/T = NAIL AND TAB	CH = CHORD LENGTH
—OHE— = OVERHEAD POWER LINE	RLS = REGISTERED LAND SURVEYOR	CB = CHORD BEARING
⊕ = FIRE HYDRANT	PLS = PROFESSIONAL LAND SURVEYOR	PCP = PERMANENT CONTROL POINT
⊠; CONC. = CONCRETE	LS = LAND SURVEYOR	PRM = PERMANENT REFERENCE MONUMENT
x 00.00 = SPOT ELEVATION	LB = LICENSED BUSINESS	PT = POINT OF TANGENT
⊕ = TEST HOLE LOCATION (WHEN APPROPRIATE)	PSM = PROFESSIONAL SURVEYOR AND MAPPER	PC = POINT OF CURVATURE
	PB = PLAT BOOK	PI = POINT OF INTERSECTION
	PG = PAGE	PRC = POINT OF REVERSE CURVATURE
	OR = OFFICIAL RECORDS	PCC = POINT OF COMMENCEMENT
	RCP = REINFORCED CONCRETE PIPE	POB = POINT OF BEGINNING
	CMP = CORRUGATED METAL PIPE	TBM = TEMPORARY BENCH MARK
		SQ FT = SQUARE FEET
		MEC = MOORHEAD ENGINEERING COMPANY

**NOTES**

1. THIS IS NOT A SURVEY. THIS DESCRIPTION AND SKETCH WERE PREPARED AT CLIENT'S REQUEST AND ARE BASED ON THE DESCRIPTION CONTAINED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 655B, PAGES 1743-1747, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; EXISTING MONUMENTATION; AND RECORDS OF THIS COMPANY.
2. BEARINGS SHOWN HEREON BASED ON AN ASSUMED MERIDIAN; SPECIFICALLY THE SOUTH BOUNDARY OF SECTION 15 AS SHOWN HEREON BEING S89°26'39"E.

**DESCRIPTION**

DRAINAGE RETENTION AREA

BEING A PORTION OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCING AT A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S89°26'39"E, ALONG THE SOUTH BOUNDARY OF SAID SECTION 15, A DISTANCE OF 2635.52 FEET; THENCE N00°22'57"E, ALONG THE EAST BOUNDARY OF THE SW 1/4 OF SAID SECTION 15, A DISTANCE OF 1118.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°22'57"E, ALONG SAID EAST BOUNDARY, 159.26 FEET; THENCE S89°37'03"E, 70.00 FEET; THENCE N00°22'57"E, 70.00 FEET; THENCE N89°37'03"W, 70.00 FEET TO A POINT ON THE AFORESAID EAST BOUNDARY OF THE SW 1/4; THENCE N00°22'57"E, ALONG SAID EAST BOUNDARY, 450.32 FEET; THENCE S89°37'03"E, 505.56 FEET; THENCE S00°28'39"W, 205.00 FEET; THENCE S89°37'03"E, 110.34 FEET; THENCE S00°22'49"W, 474.55 FEET; THENCE N89°37'11"W, 615.58 FEET TO THE POINT OF BEGINNING. CONTAINING 8.97 ACRES, MORE OR LESS.

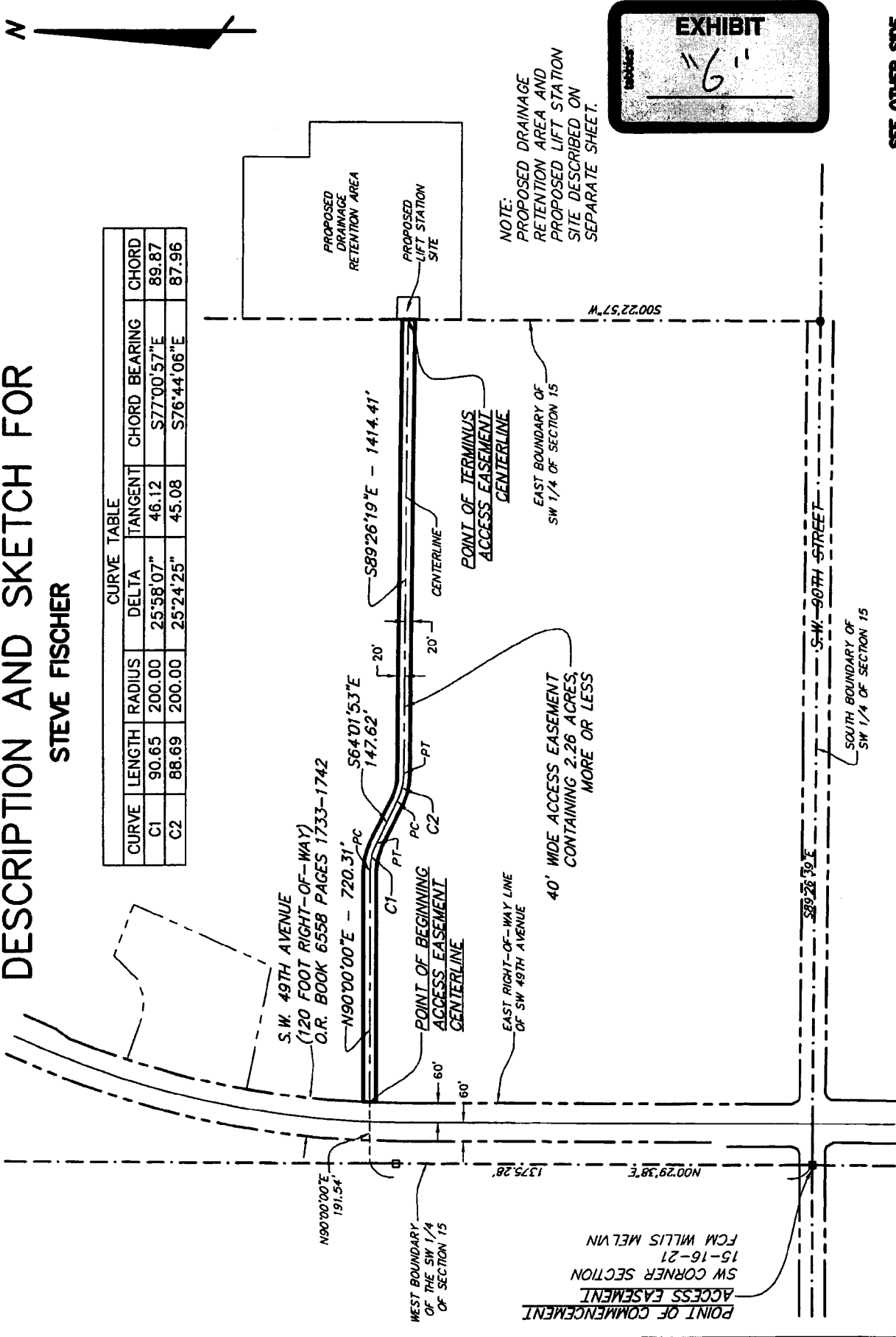
LIFT STATION SITE

BEING A PORTION OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCING AT A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S89°26'39"E, ALONG THE SOUTH BOUNDARY OF SAID SECTION 15, A DISTANCE OF 2635.52 FEET; THENCE N00°22'57"E, ALONG THE EAST BOUNDARY OF THE SW 1/4 OF SAID SECTION 15, A DISTANCE OF 1277.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°22'57"E, ALONG SAID EAST BOUNDARY, 70.00 FEET; THENCE S89°37'03"E, 70.00 FEET; THENCE S00°22'57"W, 70.00 FEET; THENCE N89°37'03"W, 70.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.11 ACRES, MORE OR LESS.

A.M. GAUDET & ASSOCIATES, INC. LB# 7158  
 ANDRIUS M. GAUDET  
 REGISTERED LAND SURVEYOR # 5316  
 STATE OF FLORIDA

# DESCRIPTION AND SKETCH FOR STEVE FISCHER

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD
C1	90.65	200.00	25°58'07"	46.12	S77°00'57"E	89.87
C2	88.69	200.00	25°24'25"	45.08	S76°44'06"E	87.96



NOTE:  
PROPOSED DRAINAGE  
RETENTION AREA AND  
PROPOSED LIFT STATION  
SITE DESCRIBED ON  
SEPARATE SHEET.



SEE OTHER SIDE

Job No.: 04-014	Drawing No.: LS-ACCESS	Scale: 1" = 400'
Drawn by: JAD	Approved by: AMG	
Date Finished: Office: 01/31/18		

**A.M. GAUDET & ASSOCIATES INC.**  
 LAND SURVEYING - LAND PLANNING  
 P.O. BOX 4073 BELLEVUE FLORIDA 34421  
 4709 SE 102nd PL. STE 3 BELLEVUE, FLORIDA 34420  
 PHONE: (352) 245-2708 FAX: (352) 245-2883

**LEGEND:**

- = FOUND 4" x 4" CONCRETE MONUMENT
- = FOUND 5/8" IRON ROD
- ⊙ = FOUND NAIL WITH DISK
- ⊙ = SET 1/2" IRON ROD WITH CAP
- ⊙ = MARKED A.M. GAUDET LS 5316
- ⊙ = SET 4" x 4" CONCRETE MONUMENT
- ⊙ = MARKED POP 5316
- ⊙ = LIGHT POLE
- ⊙ = POWER POLE
- ⊙ = TELEPHONE PEDESTAL
- ⊙ = ELECTRIC BOX
- ⊙ = WATER METER
- ⊙ = WATER VALVE
- ⊙ = OVERHEAD POWER LINE
- ⊙ = FIRE HYDRANT
- ⊙ = WELL
- ⊙ = CENTER LINE
- ⊙ = FENCE LINE
- ⊙ = LINE NOT DRAWN TO SCALE
- A/C = AIR CONDITIONER
- C/B = CONCRETE BLOCK
- FOM = FOUND CONCRETE MONUMENT
- CLF = CHAIN LINK FENCE
- S/W = SIDEWALK
- R/W = RIGHT-OF-WAY
- FRC = FOUND IRON ROD/PIN AND CAP
- N/T = NAIL AND TAB
- RLS = REGISTERED LAND SURVEYOR
- PLS = PROFESSIONAL LAND SURVEYOR
- LS = LAND SURVEYOR
- LB = LICENSED BUSINESS
- PSM = PROFESSIONAL SURVEYOR AND MAPPER
- PB = PLAT BOOK
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- (C) = CALCULATED DIMENSION
- (CP) = CALCULATED PLAT DIMENSION
- R = RADIUS
- L = ARC LENGTH
- T = TANGENT LENGTH
- D = DELTA; CENTRAL ANGLE
- CH = CHORD LENGTH
- CB = CHORD BEARING
- POP = PERMANENT CONTROL POINT
- PRM = PERMANENT REFERENCE MONUMENT
- PT = POINT OF TANGENT
- PC = POINT OF INTERSECTION
- PI = POINT OF REVERSE CURVATURE
- PRC = POINT OF BEGINNING
- POB = POINT OF COMMENCEMENT
- TBM = TEMPORARY BENCH MARK
- SQ FT = SQUARE FEET

**NOTES**

1. THIS IS NOT A SURVEY. THIS DESCRIPTION AND SKETCH WERE PREPARED AT CLIENT'S REQUEST AND ARE BASED ON THE DESCRIPTION CONTAINED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 6558, PAGES 1733-1742, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; EXISTING MONUMENTATION; AND RECORDS OF THIS COMPANY.
2. BEARINGS SHOWN HEREON BASED ON AN ASSUMED MERIDIAN; SPECIFICALLY THE WEST BOUNDARY OF SECTION 15 AS SHOWN HEREON BEING N00°29'38"E.

**DESCRIPTION**

40' WIDE ACCESS EASEMENT  
 A STRIP OF LAND 40.00 FEET IN WIDTH, BEING A PORTION OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, SAID 40.00 FOOT WIDE STRIP LYING 20.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:  
 COMMENCING AT A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE N00°29'38"E, ALONG THE WEST BOUNDARY OF THE SW 1/4 OF SAID SECTION 15, A DISTANCE OF 1375.28 FEET; THENCE N00°00'00"E, 191.54 FEET TO THE POINT OF BEGINNING OF THIS CENTERLINE DESCRIPTION, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF SW 49TH AVENUE AS PER RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 6558, PAGES 1733-1742 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE CONTINUE N00°00'00"E, 720.31 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 25°58'07", AND A CHORD BEARING AND DISTANCE OF S77°00'57"E 89.87 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 90.65 FEET TO THE POINT OF TANGENCY; THENCE S64°01'53"E, 147.62 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 25°24'25", AND A CHORD BEARING AND DISTANCE OF S76°44'06"E 87.96 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 88.69 FEET TO THE POINT OF TANGENCY; THENCE S89°26'19"E, 1414.41 FEET TO A POINT ON THE EAST BOUNDARY OF THE AFORESAID SW 1/4 OF SECTION 15, SAID POINT BEING THE POINT OF TERMINUS OF THIS CENTERLINE DESCRIPTION, SHORTENING OR LENGTHENING THE SIDE LINES SO AS TO TERMINATE AT THE WEST END ON THE EAST RIGHT-OF-WAY LINE OF SW 49TH AVENUE AND SO AS TO TERMINATE AT THE EAST END ON THE EAST BOUNDARY OF THE SW 1/4 OF SECTION 15, CONTAINING 2.26 ACRES, MORE OR LESS.

A.M. GAUDET & ASSOCIATES, INC. LBF# 7158  
 ANDRUS M. GAUDET  
 REGISTERED LAND SURVEYOR # 5316  
 STATE OF FLORIDA



(Marion County)  
Record: \$ \_\_\_\_\_

Return to:  
Marion County, Office of the County Engineer  
412 SE 25th Avenue  
Ocala, FL 34471-2687

Prepared by:  
Tim Haines/cs  
Gray, Ackerman & Haines  
125 NE 1st Avenue, Ste. 1  
Ocala, FL 34470

Project: SW 49th Avenue  
Project Parcel Number: \_\_\_\_\_  
PID Number: PORTION OF 35623-001-00

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

## INGRESS, EGRESS AND UTILITY EASEMENT [SWEENEY LIFT STATION]

THIS INGRESS, EGRESS AND UTILITY EASEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2018, by **BRADFORD EXECUTIVE HOLDINGS, LLC, a Florida limited liability company**, whose mailing address is 2500 Weston Road, #311, Weston, FL 33331, "*Grantor*" to **MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**, whose post office address is: 412 SE 25th Avenue, Ocala, Florida 34471, its successors and assigns, "*Grantee*".

(whenever used herein the terms "*Grantor*" and "*Grantee*" include all the parties to this instrument and the respective heirs, legal representatives and assigns of such parties. Grantor and Grantee are used for singular or plural, as the context requires).

**WITNESSETH**, that the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration paid, receipt and sufficiency being hereby acknowledged, hereby grants unto Grantee its successors and assigns, a non-exclusive temporary easement, terminable only as provided in that certain Developer's Agreement [Ocala Crossing South PUD] dated December 16, 2014, and recorded in OR Book 6144, at Page 300, Public Records of Marion County, Florida, as subsequently modified, for the purposes of ingress and egress over, upon, and across the real property described in Exhibit "A" (the "*Easement Area*") to and from the real property described in Exhibit "B" (the "*County Parcel*") for purposes of Grantee's ingress and egress to and from the County Parcel for the construction, operation, and thereafter maintenance, repair and replacement, of a lift station on the County Parcel, together with an easement over, upon, and across the Easement Area for the construction, operation, and maintenance of sewage transmission lines.

**SUBJECT TO:** Covenants, conditions, restrictions, easements, limitations and reservations of record (if any).

**TO HAVE AND TO HOLD** the same unto said Grantee, its successors or assigns forever, the Grantor will defend the title to said land against all persons claiming by, through, or under said Grantor.

**IN WITNESS WHEREOF**, the said Grantor has signed and sealed these presents the day and year first

Y:\tdh\PLD\Sweeney-Bradford Farms\MODIFICATION of Developer's Agt\Lift Station Easement\Lift Station Easement (Bradford Executive).wpd

above written.

Signed and sealed in our presence as witnesses:

**Witness #1:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Witness #1 Name

**Witness #2:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Witness #2 Name

**BRADFORD EXECUTIVE HOLDINGS, LLC, a  
Florida limited liability company**

**Its: Manager**

**By: ZFM Executive Investments, LLC, a  
Florida limited liability company**

**Its: Manager**

**By: S & S Fischer Holdings Limited  
Partnership, a Florida limited  
partnership**

**Its: Manager**

**By: S & S Fischer Holdings, LLC, a  
Florida limited liability company**

**Its: General Partner**

**By: \_\_\_\_\_**

**Steven P. Fischer**

**Its: Manager**

**STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_**

The foregoing INGRESS, EGRESS AND UTILITY EASEMENT was acknowledged before me by **STEVEN P. FISCHER, as Manager of S & S FISCHER HOLDINGS LIMITED PARTNERSHIP, a Florida limited partnership, as General Partner of S & S FISCHER HOLDINGS LIMITED PARTNERSHIP, a Florida limited partnership, as Manager of ZFM EXECUTIVE INVESTMENTS, LLC, a Florida limited liability company, Manager of BRADFORD EXECUTIVE HOLDINGS, LLC, a Florida limited liability company, who is:**

\_\_\_\_ Personally known by me, OR  
\_\_\_\_ Produced \_\_\_\_\_ as identification.

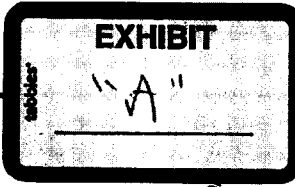
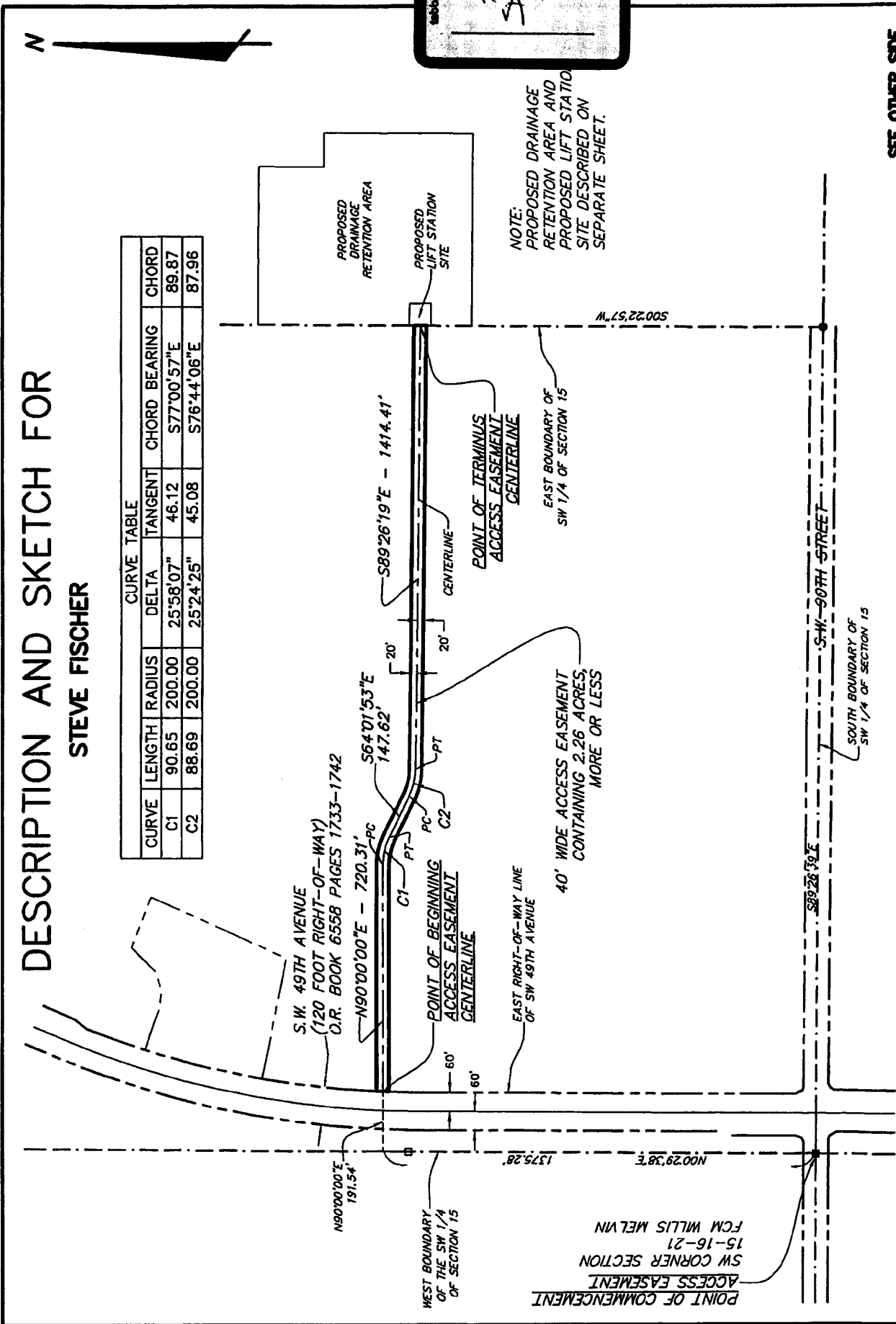
Dated: this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of FLORIDA  
Commission number \_\_\_\_\_  
Commission expires \_\_\_\_\_

Y:\tdh\PLD\Sweeney-Bradford Farms\MODIFICATION of Developer's Agt\Lift Station Easement\Lift Station Easement (Bradford Executive).wpd

# DESCRIPTION AND SKETCH FOR STEVE FISCHER

CURVE TABLE							
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	BEARING	CHORD
C1	90.65	200.00	25°58'07"	46.12	577°00'57"E	89.87	89.87
C2	88.69	200.00	25°24'25"	45.08	S76°44'06"E	87.96	87.96



SEE OTHER SIDE

<b>A.M. GAUDET &amp; ASSOCIATES INC.</b> LAND SURVEYING - LAND PLANNING P.O. BOX 4073 BELLEVUE FLORIDA 34421 4709 SE 102nd PL. STE 3 BELLEVUE, FLORIDA 34420 PHONE: (352) 245-2708 FAX: (352) 245-2883	Job No.: 04-014	Drawing No.: LS-ACCESS	Scale: 1" = 400'
	Drawn by: JAD	Approved by: AMG	
	Date Finished: 01/31/18	Office: 01/31/18	

**LEGEND:**

- = FOUND 4"x 4" CONCRETE MONUMENT
- = FOUND 5/8" IRON ROD
- = FOUND NAIL WITH DISK
- = SET 1/2" IRON ROD WITH CAP
- = MARKED A.M. GAUDET LS 5316
- = SET 4"x 4" CONCRETE MONUMENT
- = MARKED PCP 5316
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- ⊙ = TELEPHONE PEDESTAL
- ⊙ = ELECTRIC BOX
- ⊙ = WATER METER
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- ⊙ = OVERHEAD POWER LINE
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- ⊙ = WELL
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- ⊙ = FOUND CONCRETE MONUMENT
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- ⊙ = LAND SURVEYOR
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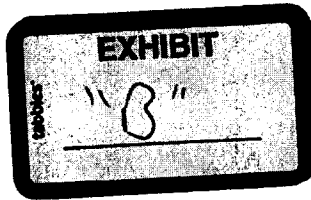
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2. BEARINGS SHOWN HEREON BASED ON AN ASSUMED MERIDIAN; SPECIFICALLY THE WEST BOUNDARY OF SECTION 15 AS SHOWN HEREON BEING N00°29'38"E.

**DESCRIPTION**

40' WIDE ACCESS EASEMENT  
 A STRIP OF LAND 40.00 FEET IN WIDTH, BEING A PORTION OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, SAID 40.00 FOOT WIDE STRIP LYING 40.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:  
 COMMENCING AT A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE N00°29'38"E, ALONG THE WEST BOUNDARY OF THE SW 1/4 OF SAID SECTION 15, A DISTANCE OF 1375.28 FEET; THENCE N00°00'00"E, 191.54 FEET TO THE POINT OF BEGINNING OF THIS CENTERLINE DESCRIPTION, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF SW 49TH AVENUE AS PER RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 6558, PAGES 1733-1742 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE CONTINUE N00°00'00"E, 720.31 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 25°58'07", AND A CHORD BEARING AND DISTANCE OF S77°00'57"E 88.87 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 90.65 FEET TO THE POINT OF TANGENCY; THENCE S64°01'53"E, 147.62 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 25°24'25", AND A CHORD BEARING AND DISTANCE OF S76°44'06"E 87.96 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 88.69 FEET TO THE POINT OF TANGENCY; THENCE S89°26'19"E, 1414.41 FEET TO A POINT ON THE EAST BOUNDARY OF THE AFORESAID SW 1/4 OF SECTION 15, SAID POINT BEING THE POINT OF TERMINUS OF THIS CENTERLINE DESCRIPTION. SHORTENING OR LENGTHENING THE SIDE LINES SO AS TO TERMINATE AT THE WEST END ON THE EAST RIGHT-OF-WAY LINE OF SW 49TH AVENUE AND SO AS TO TERMINATE AT THE EAST END ON THE EAST BOUNDARY OF THE SW 1/4 OF SECTION 15, CONTAINING 2.26 ACRES, MORE OR LESS.

A.M. GAUDET & ASSOCIATES, INC. LB# 7158  
 ANDRUS M. GAUDET  
 REGISTERED LAND SURVEYOR # 5316  
 STATE OF FLORIDA



LIFT STATION SITE  
BEING A PORTION OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S89°26'39"E, ALONG THE SOUTH BOUNDARY OF SAID SECTION 15, A DISTANCE OF 2635.52 FEET; THENCE N00°22'57"E, ALONG THE EAST BOUNDARY OF THE SW 1/4 OF SAID SECTION 15, A DISTANCE OF 1277.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°22'57"E, ALONG SAID EAST BOUNDARY, 70.00 FEET; THENCE S89°37'03"E, 70.00 FEET; THENCE S00°22'57"W, 70.00 FEET; THENCE N89°37'03"W, 70.00 FEET TO THE POINT OF BEGINNING.  
CONTAINING 0.11 ACRES, MORE OR LESS.