



**TOWN OF LAKE HAMILTON
TOWN COUNCIL
SPECIAL MEETING AGENDA
Tuesday, December 28, 2021
4:00 P.M.**

The Town Council of the Town of Lake Hamilton will hold a Special Meeting on Tuesday, December 28, 2021, at 4:00 PM at the Town Hall, 100 Smith Ave, Lake Hamilton, FL 33851.

- 1. CALL TO ORDER BY THE MAYOR**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ROLL CALL OF COUNCIL MEMBERS BY THE CLERK**
- 5. ITEMS TO BE DISCUSSED BY THE COUNCIL**
 - a. Review Wastewater Treatment Plant Preliminary Design *pages 1-172*
 - i. Update on WW Wolverine *no pages*
 - b. Authorize Execution of Developers Agreement for Wastewater Capacity and Capital Charge specific to Scenic Terrace South (Atlantic Blue) *pages 173-191*
 - c. Ratification of Property Sale Contract *pages 192-200*
 - d. Consideration to Approve Closing Documents *pages 201-211*
 - e. Authorize Expenditure to purchase Property *pages 212-220*
 - f. Consider Proposal for upgrades to Kokomo Road *pages 212-220*
 - g. Open Public Hearing: Second reading of Ordinance O-21-34 Property Rights Repeal *pages 221-222*
- 6. ADJOURNMENT**

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND F. S. 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THESE PROCEEDINGS PLEASE CONTACT TOWN CLERK, BRITTNEY SANDOVALSOTO, TOWN HALL, LAKE HAMILTON, FL AT 863-439-1910 WITHIN TWO (2) WORKING DAYS OF YOUR RECEIPT OF THIS NOTIFICATION. IF A PERSON DESIRES TO APPEAL ANY DECISION MADE BY THE TOWN COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, AFFECTED PERSONS MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE WHICH THE APPEALS IS TO BE BASED. (F.S. 286.26.105)



001

PRELIMINARY ENGINEERING REPORT

Phase 1

**Lake Hamilton Wastewater Treatment Facility
Lake Hamilton, Florida 33851**

Prepared For:

Town of Lake Hamilton

Post Office Box 126
Lake Hamilton, Florida 33851

Prepared By:

PENNONI ASSOCIATES INC.

401 Third Street SW
Winter Haven, Florida 33880

Date: December 21, 2021

Pennoni Project Number: LAKHA20010

December 21, 2021

Project No. LAKHA20010

Ms. Sara Irvine, Town Clerk
Town of Lake Hamilton
Post Office Box 126
Lake Hamilton, Florida 33851

RE: LETTER REPORT – WWTF PRELIMINARY ENGINEERING REPORT

Dear Ms. Irvine:

We are pleased to submit the enclosed Letter Report for the referenced Project. The purpose of this Study was to perform an initial evaluation of site conditions for a 19.7 acre parcel of land being considered for purchase, layout and scope considerations for a potential Phase 1 Wastewater Treatment Facility (WWTF), and prepare a Preliminary Engineering Report to summarize our findings.

Please contact our office if you have any questions related to our findings. We sincerely appreciate the opportunity to assist the Town of Lake Hamilton with this important Project.

Sincerely
Pennoni



Steven L. Elias, P.E.
Municipal Division Manager



Tim Daily, P.E.
Senior Engineer

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(December 15, 2021)

APPENDIX F – Phase 1 Environmental Assessment Report, Envirosouth Technologies
(December 1, 2021)

APPENDIX G – Preliminary Environmental Site Assessment Report, Austin Environmental
Consultants, Inc. (November 18, 2021)

1. EXECUTIVE SUMMARY

The Town of Lake Hamilton (Town) does not currently own and operate a Wastewater Treatment Facility (WWTF), which has resulted in a historical reliance on on-site septic tank systems and limited economic development potential. As a result of a number of proposed residential land development projects within the Town requiring wastewater treatment service, the Town has decided to pursue constructing a new WWTF to provide stable long-term treatment options to facilitate future development. Funding for a Phase 1 WWTF could potentially include sources such as, but not limited to, FDEP's State Revolving Fund, wastewater impact fees, and Town funds.

To facilitate construction of a new WWTF, the Town has identified a 19.7 acre parcel of property northeast of Town Hall along Water Tank Road. This parcel sits on the Lake Wales Ridge and currently has a land use consisting of actively managed citrus grove. Prior to purchasing this property, the Town tasked Pennoni with performing a preliminary site evaluation and undertaking a conceptual WWTF planning effort to help identify potential development challenges and develop an initial implementation roadmap.

To help assess the suitability of the site for the proposed WWTF, a number of preliminary site assessments and associated Reports were prepared with a summary of findings presented below.

Preliminary Geotechnical Exploration:

The purpose of the initial study was to explore sub-surface conditions site by evaluating the soil and groundwater at five soil boring locations across the property, identify potential site constraints, and provide a preliminary geotechnical assessment regarding the proposed WWTF and Rapid Infiltration Basins (RIB's) to be used for effluent disposal on-site. A summary of the findings is as follows:

- The site surface consists of high quality Candler sands ranging in elevation from approximately 200' to 215' National Geodetic Vertical Datum (NGVD);
- Sub-surface soils consist of alternating loose sands, medium dense to fine sands with clay, and very dense fine sands with occasional layers of fine sand to depths of 75' BLS. Although relatively dense sands can cause transient "perched water" conditions during hydraulic loading, these sands are generally not considered hydraulically restrictive;
- The seasonable high water table ranged between 33' to 58' BLS across the site; and
- The overall findings indicate the site is generally suitable for constructing on-site RIB's with a reasonable expectation that the Town can ultimately achieve the maximum FDEP permit threshold of 9"/day for effluent disposal.

Preliminary Environmental Site Assessment:

The purpose of this study was to evaluate general site conditions and ecological constraints that may influence site development relative to wetlands and listed species. A summary of the findings of this effort is as follows:

- There are no apparent wetlands present on the site that would potentially restrict development.
- Listed species including Eastern Indigo Snake, Bald Eagle, Wood Stork, bonneted bat, Florida Grasshopper Sparrow, Florida Scrub Jay, Crested Caracara, and Everglades Snail, Kite were evaluated. The lack of suitable habitat and distance to the nearest documented species presence suggests they are not anticipated to have an impact on the proposed Project.
- One (1) Gopher Tortoise burrow was observed on-site. Although the presence of the Gopher Tortoise is not anticipated to adversely impact the Town's ability to develop the site, a Fish and Wildlife Permit (FWC) permit will need to be obtained to capture and relocate the tortoise.
- The site has been determined to be suitable (soils, elevation, land use, etc.) to support Sand Skinks (a listed species), which requires permitting and mitigation if present. The only way to prove absence of skinks is to perform a cover board survey between the annual March 1 and May 15 mating season prior to obtaining approval to potentially destroy on-site habitat.
- **If determined to be present, skink mitigation would have an adverse impact on the project schedule as it could require several months of FWC permitting (after May 2022) and add cost to the project where skinks are determined to exist (approximately \$40,000/acre mitigation bank cost).**

Phase I Environmental Site Assessment:

The purpose of this study was to review historical site uses to evaluate the reasonable potential for presence of a wide range of contaminants within the scope of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) and petroleum products. A summary of the findings of this effort is as follows:

- The site is located within Florida's "Ground Contamination" (GWC-FL) with respect to the presence of Ethylene Dibromide, which is relatively common in areas where citrus production has occurred. As such, the groundwater use beneath the site may be restricted with an Activity and Use Limitation (AUL).
- There is slight oil staining associated with an on-site irrigation pump, however; there are no signs of product leakages or illegal dumping. No additional environmental testing was recommended.

Phase I WWTF:

Based on the developments who have requested wastewater serve and the timing of their need, the Town desires to proceed with building a new WWTF with the following capacities.

- Phase 1 - 200,000 GPD (0.2 MGD)
- Phase 2 - 400,000 GPD (0.4 MGD)

The Town desires to being able to accept wastewater flows within approximately 15 months of issuing a Notice to Proceed. Due to a number of implementation logistics that must be overcome to achieve such a rapid schedule (potential supply chain and material shortages, environmental mitigation and permitting requirements, public procurement processes, etc.), a streamlined design and construction approach utilizing a relatively small modular “packaged plant” is proposed to minimize implementation time. Phase 1 site improvements are proposed to be minimized; however, certain site improvements beyond the “packaged plant” will be necessary (Rapid Infiltration Basins (RIBs), site piping, access road, electrical service, etc.).

The recommended approach for the Phase 1 WWTF Design Basis includes the following considerations:

- The Town will promptly acquire the referenced 19.7 acre parcel for this Project.
- The recommended approach has the lowest project cost and the opportunity for the shortest time to completion.
- The WWTF configuration will allow for Phase 2 expansion sewage flows to a maximum flow rate of 400,000 GPD.

As part of this evaluation, Pennoni investigated both new and used “packaged plants” that meet the project requirements. Both field erected steel package plants (ring plants) and a pre-cast post tension concrete treatment plants were evaluated. Based on the Town’s schedule and scope criteria, the following WWTF considerations are recommended:

- A rectangular pre-cast post tension concrete packaged WWTF be selected as a Design Basis. This design option has been shown to have the lowest project cost, can be designed, permitted, and erected in the shortest amount of time, and can accommodate the Phase 2 sewage flows with the addition of additional concrete tankage.
- Size and construct the RIBS for Phase 2 flows (400,000 gpd) assuming that the site soils will facilitate a maximum allowed daily application rate that can be applied with a permit modification during implementation of Phase 2.

- Construct Phase 1 improvements on the northern portion of the site (along Water Tank Road) to minimize potential permitting delays and mitigation costs associated with sand skinks.
- Limit the Phase 1 WWTF's footprint to approximately 9.6 acres, with a 3.3 acre Phase 1 RIB application area, in order to minimize any potential skink mitigation.
- Authorize design and permitting in January 2022 so environmental permitting (including skink cover board survey in March 2022) and design can proceed immediately to minimize the Project duration.

Although construction costs will ultimately be determined by a low-cost bid submitted in the summer of 2022, the Engineer's Opinion of Probable Cost of the Phase 1 WWTF (200,000 gpd) with the proposed assumptions is: \$4,865,545. It should be noted that this cost includes a 10% contingency, but does not include costs for potential skink mitigation if required.

2. INTRODUCTION

The Town of Lake Hamilton (Town) has identified the need to provide residential wastewater treatment and disposal in two (2) phases. The estimated sewage flow for Phase 1 is 200,000 GPD (0.2 MGD) and the estimated sewage flow for Phase 2 is 400,000 GPD (0.4 MGD). The treated wastewater (effluent) is proposed to be discharged to ground water through rapid infiltration basins (RIBs), which is typical in central Florida due to availability of sandy soils, relatively low cost, and indirect water supply benefits.

The Town tasked Pennoni with developing a conceptual Phase 1 WWTF plan, identifying features in the Phase 1 system which would accommodate a Phase 2 expansion, and developing a Phase 1 Engineer's Opinion of Probable Cost (EOPC). The selection criteria for the Phase 1 WWTF Design Basis are:

- The recommended Phase 1 WWTF has the lowest project cost and the opportunity for the shortest time to completion.
- The selected alternative should facilitate the Town being able to receive wastewater flows from initial customers within approximately 15 months.
- The WWTF can be readily implemented to meet future residential developments.
- The WWTF configuration will allow for the Phase 2 expansion sewage flows to a maximum flow rate of 400,000 GPD.

3. PROJECT BACKGROUND

The Town of Lake Hamilton has historically utilized on-site septic tanks as the only means to provide wastewater treatment, which has limited the Town's ability to grow. Although the Town does not currently have a central sewer collection system and WWTF, the Town has been actively planning a wastewater collection and transmission system for the past few years. The initial wastewater customers included approximately 170 Town residents, who would convert their on-site septic tank systems to a central sewer system in the areas adjacent to and east of Town Hall. The Town previously secured FDEP State Revolving Fund (SRF) grant and loan funding for the Town's septic to sewer improvements. However, due to complications associated with sending wastewater to neighboring cities for treatment and multiple planned residential developments, the Town is now planning to send its septic to sewer project flows and wastewater from a number of new developments to a new Town-owned WWTF.

A 19.7 acre site has been identified by the Town to potentially implement a new WWTF (Figure 1). Prior to purchasing this property, the Town tasked Pennoni with performing a preliminary site evaluation and conceptual WWTF planning effort to help identify potential development challenges and develop an initial implementation roadmap.

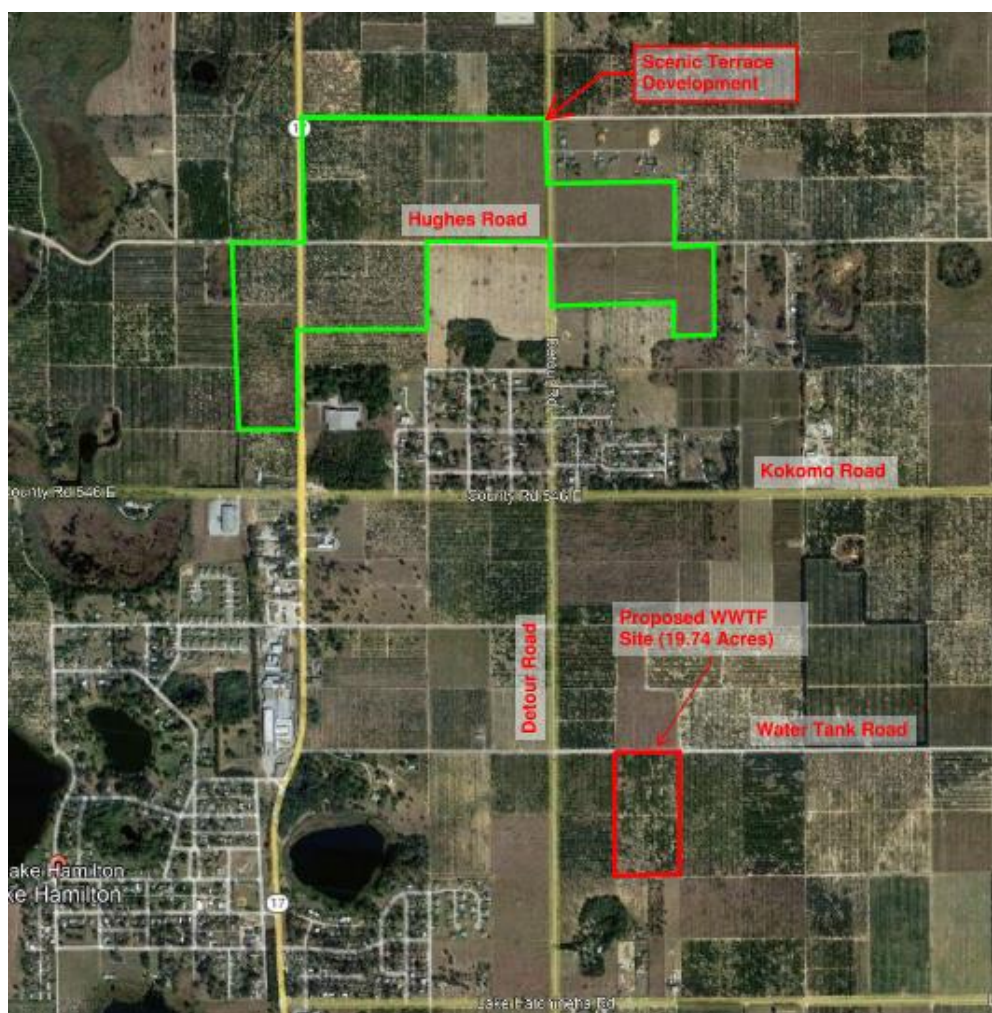


Figure 1: Proposed WWTF Location

4. PHASE 1 ENVIRONMENTAL SITE ASSESSMENT FINDINGS SUMMARY

A Phase 1 Environmental Site Assessment was completed. The site is within the “Ground Contamination” (GWC-FL) with respect to Ethylene Dibromide, which is a pesticide used in orange groves. This is a common occurrence for properties used for citrus production. The presence Ethylene Dibromide could restrict the use of the ground water.

There were no signs of product leakages or illegal dumping. There is pump house floor oil staining around an irrigation pump, but no other staining was observed outside of the pump house.

No additional environmental testing was recommended.

5. ENVIRONMENTAL SITE ASSESMENT REPORT FINDINGS SUMMARY

An Environmental Site Assessment Report was completed. The major findings are listed below:

Wetlands/Water bodies: No wetlands or water bodies were observed. Accordingly, no flood plain or wetland compensation issues are anticipated for site development.

Land Use: 100% citrus grove, with approximately 25% open bare sand.

Listed Species:

Sand Skinks – Site meets definition of suitable habitat for sand skinks, therefore; a comprehensive pedestrian survey was conducted. Although no Sand Skinks or tracks were observed, favorable habitat conditions were present. As such, a skink coverboard survey is recommended to verify the presence/absence of Sand Skinks during their annual mating season between March 1, 2022 and May 1, 2022. ***If Sand Skinks are found to be present (May 2022), permitting and mitigation will be required prior to excavation and development of the site, which could adversely delay the Town's construction schedule by several months.***

Gopher Tortoises – A Gopher Tortoise survey was conducted, and one (1) potential burrow was identified. Accordingly, this Gopher Tortoise must be trapped/excavated and relocated off-site. This will require a Florida Fish and Wildlife Commission permit. This is not anticipated to adversely impact the Town's ability to develop the site.

Indigo Snake – The project will need to comply with USFWS standard protection measures as Indigo Snakes could be present onsite. However, this is not anticipated to adversely impact site development.

Bald Eagle - A FWC database review was conducted, and no Bald Eagle nests were discovered within the recommended 660-foot buffer. As such, no impact to site development is anticipated.

Wood Stork – Although the subject site is within the USFWS's designated Core Forging Area (CFA) of several Wood Stork colonies, the nearest active Wood Stork colony is 14 miles away. Additionally, no Wood Storks were observed onsite. As such, no site development impacts are anticipated.

6. GEOTECHINICAL REPORT FINDINGS SUMMARY

The site is located on sandy soil and the percolation rate will allow for the RIBs to achieve an application rate of 9 inches per day. Down to a depth of 30 feet, the site soils can be used as suitable soils to construct the RIB subgrade, berms, and application areas.

7. TREATMENT SYSTEM DESCRIPTION

7.1. DESIGN FLOWS

A number of prospective developments have expressed interest in building residential homes within the Town in the near future, which would all be directed to the Town's new WWTF. As the Town's water and wastewater enterprise fund alone does not have adequate capital funding to build a new WWTF, the Town has been actively negotiating with multiple Developers to contribute capital funding to help build capacity within a Phase 1 WWTF to help meet their short term needs. Although a large number of developments have expressed interest in developing in the coming years, due to the Town's desire for expeditious implementation of a Phase 1 WWTF, only the flows summarized in Table 1 were considered for sizing prospective a Phase 1 WWTF and a future Phase 2 WWTF expansion. Based on these near term flow prospects and other factors, the Town decided to plan a Phase 1 WWTF capacity at 200,000 gpd and a Phase 2 Capacity at 400,000 gpd.

Source	Flow
Scenic Terrace development	220,000 gpd
Existing US 27 customers	7,000 gpd
Septic to sewer project (SRF)	45,000 gpd
KB Homes/Feltrim Developments	68,000 gpd
The Grands Development	55,000 gpd
Grand Total	395,000 gpd

Table 1: Potential Phase 1 WWTF Customer Flows

7.2. WWTF DESIGN BASIS

As part of planning the Town's Phase 1 WWTF, it was necessary to establish the basis of design parameters (flows, influent wastewater concentrations, treatment efficiency, etc.). The Phase 1 design must be compliant with all applicable Agency permitting regulations and industry design standards. Upon review of the applicable standards, the proposed basis of design standards and Phase 1 approach are summarized below and detailed in Appendix A.

Effluent Discharge Concentrations (FDEP Standards):

- 20 mg/l CBOD
- 20 mg/l TSS
- 10 mg/l TN

Unit Operation and Equipment Redundancy:

- Pumps: N+1 (duplex needed).
- Screening: One (1) plus static (no Phase 1 headworks – grit, mechanical screen, etc.).
- Aeration: N+1 blowers, segment diffusers.
- Clarification: Two (2) needed per FDEP requirements.
- Chlorine Disinfection: Two (2) basins required per FDEP requirements.

Effluent Disposal - Rapid infiltration Basin (RIB):

- The proposed RIB loading rate will be 4.5 inches per day for Phase 1. Once the application rate is demonstrated, a re-rate to 9 inches per day could potentially be requested for Phase 2.
- There must be a minimum of two (2) RIBs, so there is one (1) hydraulically loaded RIB and one (1) resting RIB.
- With geotechnical testing and proven operational success, the application rate could be rated in the future up to FDEP's maximum of 9 inches per day.

WWTF Process Components:

As detailed in the preliminary design plans and associated process flow schematic (Appendix B), the proposed 200,000 gpd treatment and disposal system will consist of:

- Static Screening and Flow Equalization.
- Activated Sludge Plant: Anoxic, Aeration, Clarification, and Sludge Digestion.
- Post Anoxic and Aeration.
- Effluent Chlorine Disinfection.
- Effluent Disposal: Two (2) Rapid Infiltration Basins.
- Sludge Handling and Disposal: Sludge thickening and liquid sludge disposal via truck.

7.3. ACTIVATED SLUDGE PLANT ALTERNATIVES

7.3.1. PROCESS DESCRIPTION

The proposed treatment process is a 2-Stage Biological Nutrient Removal Modified Ludzack-Ettinger (MLE) Activated Sludge Process. To ensure nitrogen reduction, Post Anoxic and Re-Aeration Zones are incorporated. This process is designed to remove BOD/TSS and Total Nitrogen to meet FDEP discharge limits.

The MLE Process train consists of an Equalization Basin, Anoxic Zone, Aerobic Zone, Post Anoxic and Re-Aeration, and an Aerobic Digester. The influent sewage

flows into the Equalization Basin, which provides consistent influent flow to the downstream processes. From there, the wastewater is pumped into the Anoxic Zone and then flows into the Aerobic Zone. The Anoxic Zone is used for nitrogen removal. The Aerobic Zone uses oxygen, through diffusers, to convert ammonia to nitrate. A recycle pump returns mixed liquor from the Aerobic Zone to the Anoxic Zone to return nitrate for denitrification. The wastewater flows from the Aeration Zone into the Post Anoxic Zone for residual nitrate removal, and then into the Reaeration Zone to increase the dissolved oxygen. The wastewater then continues into the Clarifier for TSS and scum removal. The Clarifier sends return activated sludge (RAS) to the Anoxic Zone and waste activated sludge (WAS) to the Aerobic Digester. After Clarification the treated effluent enters the chlorination compartments for disinfection and discharges to the RIBs.

7.3.2. RING PLANT ALTERNATIVE (NOT SELECTED)

One of the “packaged plant” processes evaluated by Pennoni was a field erected steel ring plant, as manufactured by Evoqua (DAVCO) or others. The entire MLE Process would take place in a circular tank which has an outer and inner ring (Appendix B). The outer ring would consist of the Equalization Basin, Anoxic Zone, Aerobic Zone, Post Anoxic, Re-Aeration Zones, and an Aerobic Digester. The inner ring would consist of a Clarifier. Lastly, chlorine disinfection would be incorporated into the outer ring.

In order to meet the Phase 1 requirements, one (1) full ring plant, its concrete pad, and an additional clarifier would be constructed. However, an additional Phase 2 concrete pad would be built, along with the steel ring embedment for an easy conversion to Phase 2. To transition from Phase 1 to Phase 2, the additional steel walls would have to be constructed from the extra concrete pad built in Phase 1. Additional piping, pumps, diffusers, blowers, etc. will also be required during the Phase 2 construction. With this alternative, the general contractor would need to install the two concrete tank foundations and interconnecting piping prior to delivery and installation of the “packaged plant”.

7.3.3. PRE-CAST POST TENSION CONCRETE ALTERNATIVE (SELECTED)

A second “packaged plant” process evaluated by Pennoni was a field erected pre-cast post tension common wall concrete plant, as manufactured by Mack Industries (Mack) or others. The “packaged plant” tank would have compartments for an Equalization Basin, Anoxic Zone, Aeration Zone, Post Anoxic Zone, and a Re-Aeration Zone (Appendix B). The “packaged plant” tank would include two (2)

Clarifiers and two (2) Digestors. Chlorine disinfection basins would be located in a separate standalone pre-cast post tension concrete tank.

In order to meet the Phase 1 requirements, one (1) full concrete pre-cast post tension plant would be constructed. The following tanks are included with common walls: Equalization Tank, Anoxic Tank, Aeration Tank, two (2) Clarifiers, and two (2) Digestors. The Clarifiers and digestors are proposed to be oversized to 400,000 gallons per day as it would be a relatively small increase in scope/cost. Additionally, a base extension would be constructed for a connection for Phase 2. Aeration blowers and control panels are proposed to be installed at the tank walkway level to help reduce costs.

To transition from Phase 1 to Phase 2, additional concrete walls for a second Equalization Tank, Anoxic Tank, and Aeration Tank would need to be constructed. Additional pumps, diffusers, blowers, etc. will also be required during the Phase 2 construction. With this alternative, it is feasible for the packaged plant vendor to construct the tank foundation and interconnection piping in their scope to help reduce the overall construction duration. With this alternative, the general contractor's piping connection points would be the influent to the "packaged plant" tank and the discharge piping at the chlorine basin effluent.

7.4. SLUDGE DISPOSAL

Due to the relatively small flows and disposal quantities, it is anticipated that the waste activated sludge would be hauled via tanker truck to a land application disposal location or other approved method.

7.5. CHEMICAL FEED SYSTEM

In order to achieve meet minimum disinfection requirements, the following equipment is required for the proposed sodium hypochlorite chemical feed of the WWTF:

- Storage Tank
- Chemical Feeders
- Controls
- Canopy

7.6. MONITORING AND SAMPLING

The following equipment is required for the monitoring and sampling of the WWTF and would be incorporated into the Phase 1 design:

- Influent Sampler
- Effluent sampler
- Effluent Flow Meter with a Chart Recorder
- A cellular autodialer will be used to report alarm conditions.

7.7. RAPID INFILTRATION BASINS

Based on the findings in the preliminary geotechnical investigation (Appendix E), the RIB loading rate is proposed to be 4.5 inches per day for the Phase 1 flow of 200,000 GPD. To meet FDEP requirements, there must be a minimum of two (2) RIBs to ensure there is one (1) hydraulically loaded RIB and one (1) resting RIB. The two (2) proposed RIBs are sized to each have a pond bottom of approximately 71,450 square feet (Appendix B). Once the application rate is demonstrated, a re-rate to 9 inches per day is potentially possible if observed mounding and percolation shows it is feasible for Phase 2.

Due to the topography of the site, there are mounds of sand that can be used to form the subbase and berms for the RIBs. Additionally, soil may have to be hauled off site beyond what can be utilized to form the subbase for the RIBs. 10" HDPE pipes are proposed to deliver treated wastewater effluent to the RIBs. Effluent piping is proposed to be installed underground between the RIBs to a tee to distribute it within each RIB. The tee will have isolation valves on each the two branches. From there, the piping will continue to its respective RIB. In the middle of each RIB, there will be another tee that will lead to two effluent pipes in each RIB.

7.8. CONTROL BUILDING AND STRUCTURES

To accommodate the Town's accelerated schedule, a used office trailer is proposed to be utilized for the Phase 1 operator's office space, process lab bench, and toilet room. An electrical canopy is proposed to protect the electrical equipment and allow the operator to access the equipment during inclement weather. Lastly, a chemical canopy is proposed to protect the chemical feed equipment and allow the operator to access the equipment during inclement weather.

7.9. SITE IMPROVEMENTS

The scope of the Phase 1 site improvements are depicted in Appendix B and include the following:

- Paved driveway into the site;
- Access gravel ring road;
- Perimeter fencing;
- Site lighting;
- 600-amp Electrical Service; and
- Standby 300 KW Generator.

8. PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST (EOPC)

Based on an evaluation of recent WWTF construction projects in central Florida, an EOPC was prepared for the proposed facility based on the assumptions discussed herein. The actual cost to construct the Phase 1 WWTF facility and related improvements will be based on the final design and the bid pricing received by the low-bidder in the summer of 2022 based on the economic conditions at that time. Factors such as, but not limited to, material availability, supply chain issues (if current conditions continue), labor availability, material cost fluctuations, potential environmental mitigation, etc. could impact the contractor's bid pricing for the Phase 1 WWTF. However, based on current conditions, the EOPC for the Phase 1 Project implementation is \$4,865,545, inclusive of a 10% (\$328,305) contingency to account for unanticipated items that could be encountered after design is completed. A detailed cost breakdown is provided in Appendix C.

9. SCHEDULE

The Town has expressed a desire to be able to accept wastewater flows within 15 months of issuing a Notice To Proceed (NTP). As such, Pennoni prepared a project schedule to identify anticipated Project tasks and develop reasonable timelines as required to help all parties plan to achieve this ambitious schedule (Appendix D). Considerations related to the Project schedule include, but are not limited to:

- Utilizing a "packaged plant" approach will allow design/construction time to be reduced as the packaged plant vendor will be able to take advantage of certain design-build efficiencies.
- Design and construction implementation during Phase 1 for oversizing components and future phase considerations will generally not be implemented in an effort to minimize additional cost (initial) and time to implement.

- The Town will have a role in helping accelerate the Project schedule by promptly acquiring the proposed projects site/property, securing all project funding, and promptly processing all contracts/approvals (site investigation/geotechnical, final design, permit applications, contractor, WWTF vendor purchase order, funding, etc.).
- It is assumed the FDEP construction permit(s) review time will not exceed 60 days, including a minimum a 14 day public notice for an intent to issue a permit for a new WWTF.
- The selected packaged plant vendor duration from NTP to completing field erection (submittals, fabrication, construction, start-up) will generally not be delayed by external factors and not exceed approximately 8 months.
- It is assumed the general contractor will not be delayed (health pandemic, supply chain disruptions, material shortages, etc.) and be able to deliver the necessary materials, labor, and other project requirements to promptly achieve substantial completion within the described schedule.
- Although environmental permitting/mitigation does not appear to be a limiting factor for most typical considerations, the potential presence of sand skinks could potentially delay the overall project schedule. However, even if mitigation and permitting is ultimately determined to be necessary, the Town will likely be able to accept wastewater within 15 months as the initial wastewater flows can be temporarily collected, hauled, and processed off-site.

10. RECOMMENDATIONS

Based on discussions with Town staff, WWTF “packaged plant” vendors, and the findings discussed herein, recommendations are presented as described below.

10.1. GENERAL/PROJECT SITE

- The Town should promptly acquire the proposed site and process any necessary land use approvals to facilitate design and construction of this project.
- Agency authorization should be promptly requested to perform a sand skink cover-board survey between March and May 2022 to determine whether sand skinks are present on the subject site and whether permitting and mitigation will be necessary.
- All design and permitting contracts should be executed in early January 2022 to facilitate the proposed project schedule.
- Project agreements and funding from all necessary sources (Developers, FDEP, Town, other) should be promptly secured to prevent any delays related to the overall Project schedule.
- The Town may be required to perform certain activities at risk to achieve this ambitious schedule. For example, the Town may need to advertise for construction bids prior to

obtaining Agency permits, which could result in additional costs if plans and/or scope needs to be revised after permits are obtained.

10.2. WASTEWATER TREATMENT AND DISPOSAL

- A rectangular pre-cast post tension concrete “packaged plant” system be selected as the Basis of Design for a phase 1 WWTF, which is believed to facilitate the lowest project cost and quickest delivery time.
- Certain Phase 2 design features be included in the Phase 1 project to accommodate Phase 2 (due to minimal cost considerations) as follows:
 - The electrical service including incoming service transformer, main disconnect, main distribution panel, automatic transfer switch and generator be sized for Phase 2 electrical loads.
 - The RIBS be sized for a maximum of 4.5”/day per FDEP guidance, which could result in an increased application rate to serve Phase 2 if field conditions warrant this outcome.
 - The chlorine contact basin be sized to accommodate Phase 2.

APPENDICES

APPENDIX A

Design Basis

Basis of 0.2 MGD

Table 2-1 Basis of Design: Influent Wastewater Flows

Parameter	MGD	GPM	Peaking Factor
Annual Average Daily Flow	0.200	139	1.0
Max 3 Month ADF	0.240	167	1.2
Maximum daily flow	0.360	250	1.8
Peak hourly flow	0.380	264	1.9
Peak instantaneous	0.480	333	2.4

Table 2-2 Design Basis Influent, Concentrations (mg/L)

Parameter	Average Monthly	Maximum Monthly Average
CBOD5	360	396
Suspended Solids	300	330
Ammonia as N	40	44
Total Nitrogen	60	66
Phosphorous as P	8	9

Table 2-3 Design Basis Effluent Concentration Limits, mg/L

Parameter	Average Monthly	Maximum Monthly Average
CBOD5	20	20
Suspended Solids	20	20
Ammonia as N	1	10
Total Nitrogen	10	20
Phosphorous as P	1	1

Table 2-4 Design Basis: Influent Mass / Effluent Mass / Removed Mass, pounds per day

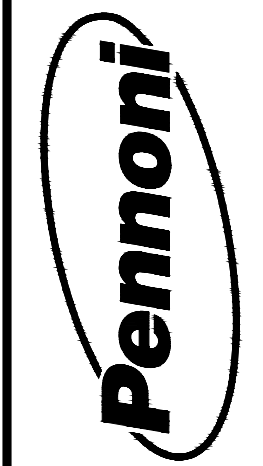
Parameter	Influent		Effluent		Removed	
	Avg	Max	Avg	Max	Avg	Max
	ppd	ppd	ppd	ppd	ppd	ppd
CBOD5	601	661	33	33	568	628
Suspended Solids	501	551	33	33	468	518
Ammonia as N	67	73	2	17	65	57
Total Nitrogen (Assume TKN In Influent Only)	100	110	17	33	84	77
Phosphorous as P	13	15	2	2	12	13

Table 2-5 Design Basis: Rapid Infiltration Basins

Phase	Percolation Rate (inches/day)
Phase 1	4.5
Phase 2	9.0

APPENDIX B

Preliminary Design Plans - Process Flow Diagrams, Preliminary Site Plan, etc.



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Winter Haven, FL 33880
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COA #00007819

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PRELIMINARY DESIGN PLANS -
WWTF

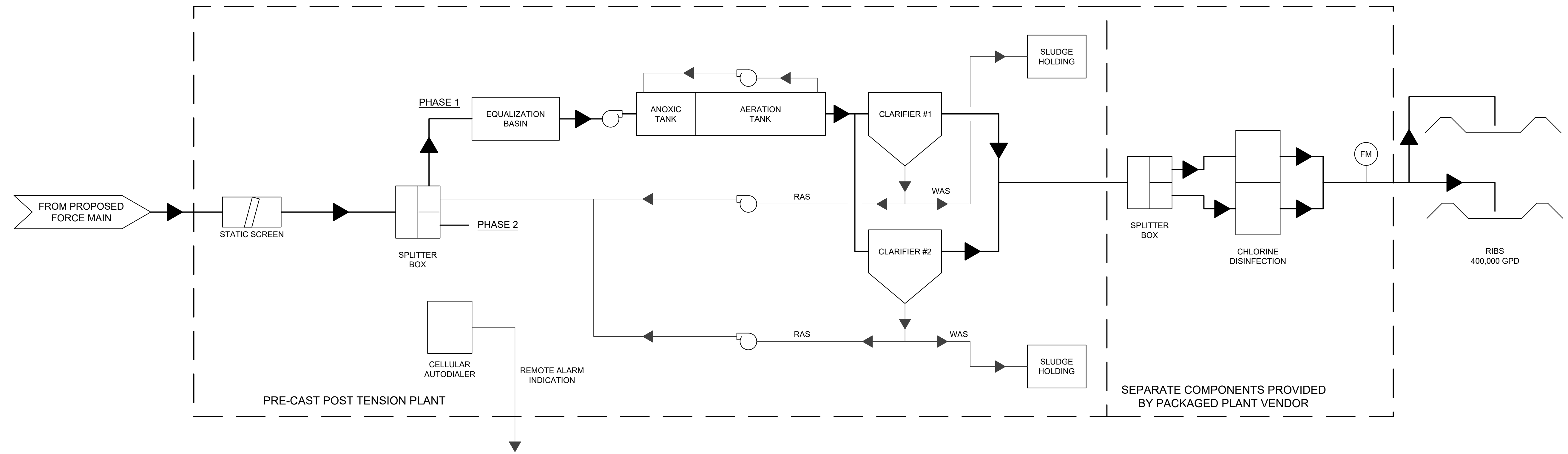
PROCESS FLOW DIAGRAM

TOWN OF LAKE HAMILTON
100 SMITH AVENUE
LAKE HAMILTON, FLORIDA 33851

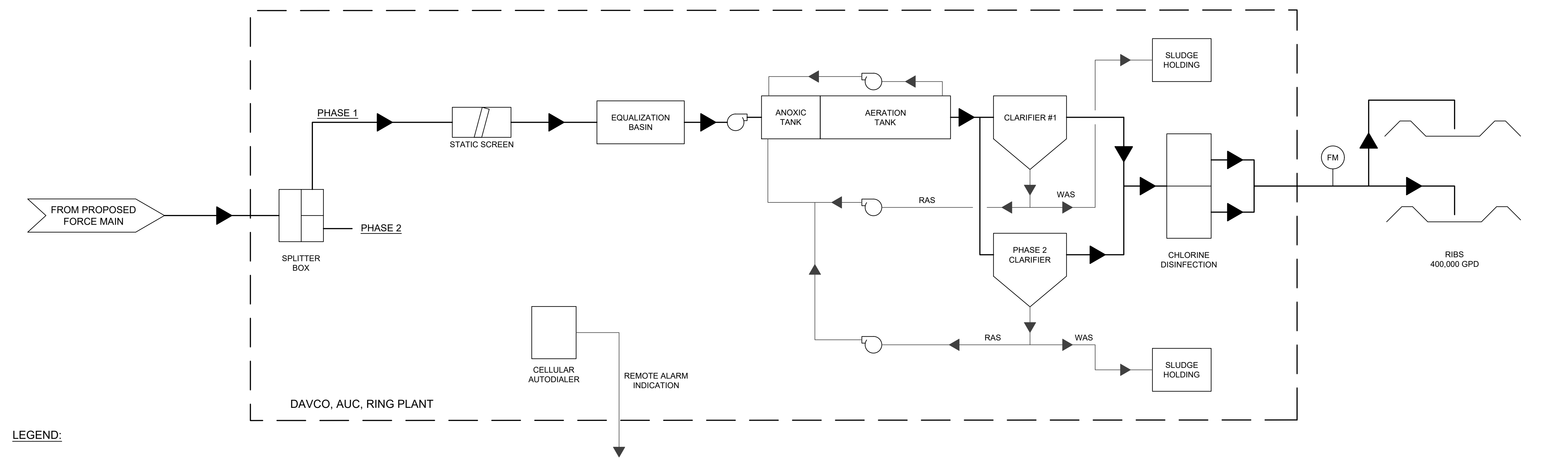
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PROJECT	LAKHA20010
DATE	2021-11-22
DRAWING SCALE	NTS
DRAWN BY	GCS
APPROVED BY	TD



PROCESS FLOW DIAGRAM - PRECAST POST TENSION PLANT (SELECTED OPTION)
SCALE: NTS

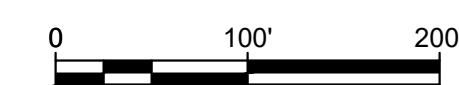


PROCESS FLOW DIAGRAM - RING PLANT (OPTION NOT SELECTED)
SCALE: NTS

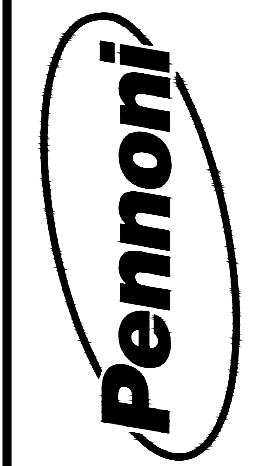
LEGEND:

- PROPOSED EQUIPMENT
- MAIN PROCESS LINE
- SECONDARY PROCESS LINE
- PUMP (MOTOR DRIVEN OR AIR LIFT)
- FLOW MONITORING (MAGMETER)

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PRELIMINARY DESIGN PLANS - WWTF		OVERALL SITE PLAN	
		TOWN OF LAKE HAMILTON 100 SMITH AVENUE LAKE HAMILTON, FLORIDA 33851	
			BY
			REVISIONS
			DATE
			NO.
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PROJECT		LAKHA20010	
DATE		2021-11-22	
DRAWING SCALE		1" = 100'	
DRAWN BY		GCS	
APPROVED BY		TD	
CM-1			
SHEET		4	



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PRELIMINARY DESIGN PLANS -
WWTF

PRECAST POST TENSION
PLANT LAYOUT

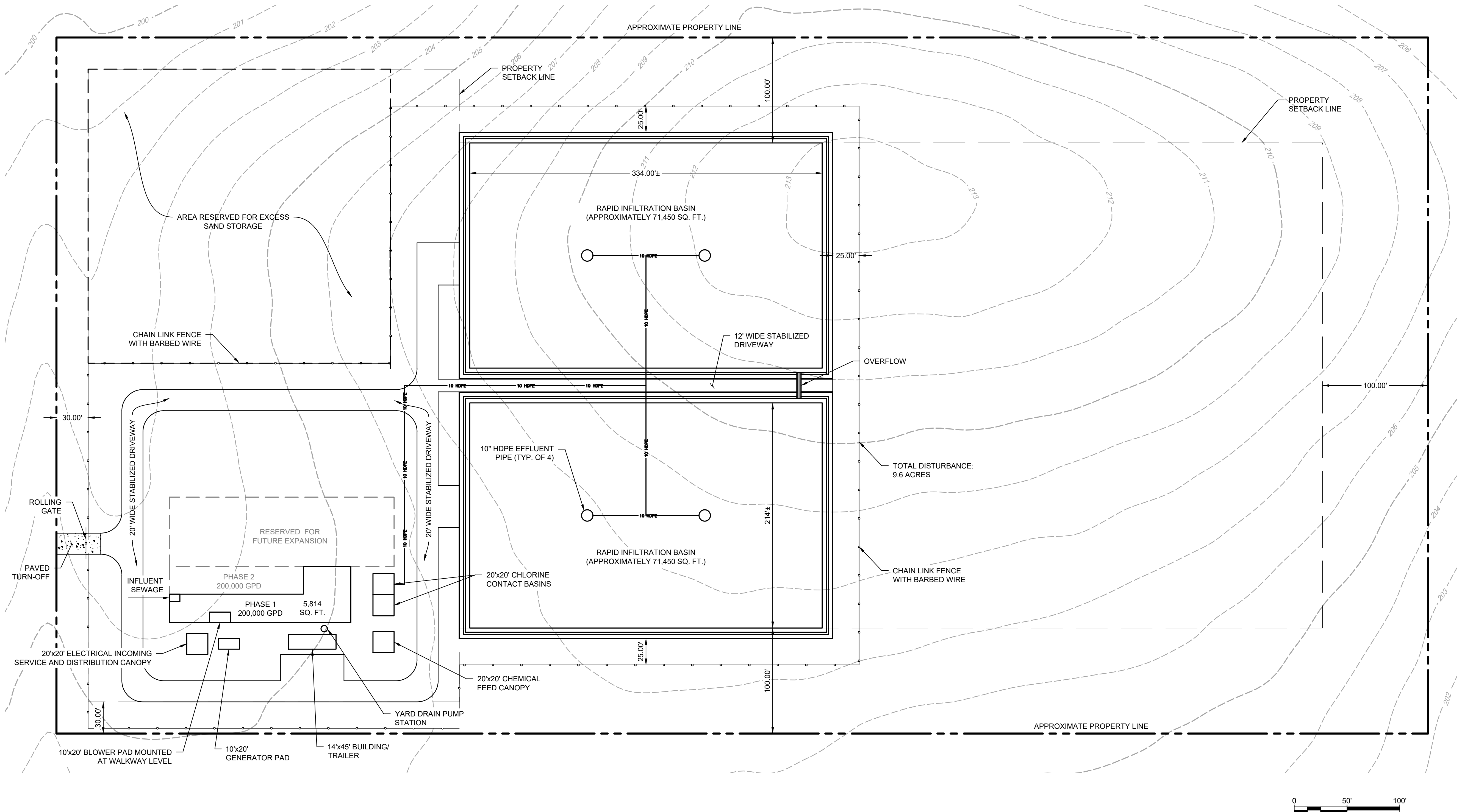
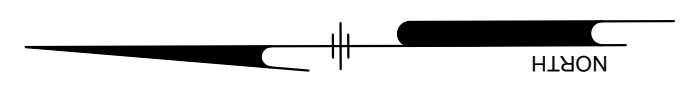
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PROJECT	LAKHA20010
DATE	2021-11-22
DRAWING SCALE	1" = 50'
DRAWN BY	GCS
APPROVED BY	TD

CM-2



NOT FOR CONSTRUCTION

U:\Accounts\LAKHA\lakha2010 - preliminary engineering report\w0058364_Sheets\CM-2.dwg PLOTTED: 4/30/2014 1:23 PM BY: Gaurage Saraga PLOTSTYLE: Pennoni MGS.ctb PROJECT STATUS: ---

APPENDIX C

Engineer's Opinion of Probable Cost

Engineer's Opinion Estimate of Probable Cost (EOPC)

Summary Sheet		
Project Name:		Lake Hamilton WWTF Preliminary Report
Date:		12/21/2021
Description	Percentage	Rectangular Tank Alternative EOPC
Treatment Plant - Vendor		\$2,300,000
Civil and General Works		\$376,296
RIBs		\$211,005
Electrical Power		\$256,785
I&C Wiring		\$138,968
Subtotal		\$3,283,053
Contingency	10%	\$328,305
Contractor Mark-up on Treatment Plant	5%	\$115,000
Contractor O&P, Bonds, Insurance, Tax	15%	\$492,458
Subtotal WWTP		\$4,218,816
Engineering/ Geotechnical	7.5%	\$316,411
Permitting	2%	\$84,376
Bidding/ Construction Engineering	5%	\$210,941
Sand Skink Coverboard Survey & Intiate Mitigation		\$25,000
Sand Skink Mitigation*		TBD
Electrical Utility		\$10,000
Total		\$4,865,545

Description	Percentage	Ring Plant Alternative EOPC
Treatment Plant - Vendor		\$2,182,000
Ring Plant Foundation/ Concrete/ Piping/ Controls		\$423,102
Civil and General Works		\$376,296
RIBs		\$211,005
Electrical Power		\$256,785
I&C Wiring		\$138,968
Subtotal		\$3,588,155
Contingency	10%	\$358,816
Contractor Mark-up on Treatment Plant	5%	\$109,100
Contractor O&P, Bonds, Insurance, Tax	15%	\$538,223
Subtotal WWTP		\$4,594,294
Engineering/ Geotechnical	7.5%	\$344,572
Permitting	2%	\$91,886
Bidding/ Construction Engineering	5%	\$229,715
Sand Skink Coverboard Survey & Intiate Mitigation		\$25,000
Sand Skink Mitigation*		TBD
Electrical Utility		\$10,000
Total		\$5,295,467

*Note 1: If Sand Skinks are discovered on site, there could be a \$40,000/ acre mitigation fee (up to 9.6 acres) if the Sand Skinks are found to be present in the proposed area of disturbance.

Note 2: Operational costs such as intial WWTF biological seeding, temporary hauling of intial wastewater flows, etc. are not included in EOPC.

APPENDIX D

Project Schedule

		2022												2023											
Task		J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Engineering																									
Design Notice to Proceed (1/11/2022)																									
Survey	1																								
Geotechnical - Field Work	2																								
Geotechnical - Mounding Anal./ Design	2																								
Permit Design	3																								
Final Design	3																								
Bid Documents	2																								
Permitting																									
Sand Skink Coverboard Protocol Application	2																								
Sand Skink Cover Study	2																								
Environmental Permitting* - Gopher	3																								
FDEP Permit Application - WWTF	2																								
FDEP Permit Processing (and Advertisement)	2																								
Bid and Award	2																								
Fabrication and Construction																									
Issuing Submittals and Approval	1																								
Manufacturing	3																								
Tank Erection	4																								
Site Work	6																								
RIB Construction	3																								
Interconnection Piping	4																								
Electric Installation	4																								
Temporary Flows Accepted	1																								
Start-up, Substantial Completion	1																								
Punchlist/ Closeout/ As-Built	2																								

NOTE*: Schedule assumes that Sand Skinks are not present in the Phase 1 area, as permitting and mitigation could delay construction efforts.

APPENDIX E

Preliminary Geotechnical Report (Universal Engineering Sciences - December 15, 2021)



**UNIVERSAL ENGINEERING
SCIENCES**

PRELIMINARY GEOTECHNICAL EXPLORATION

LAKE HAMILTON WWTF
WATER TANK ROAD
POLK COUNTY, FLORIDA

UES PROJECT NO. 0130.2100512.0000
UES REPORT NO. 1918391

PREPARED FOR:

Town of Lake Hamilton
100 Smith Avenue, P.O. Box 126
Lake Hamilton, Florida 33851

Attention: Ms. Sara Irvine, Town Administrator

PREPARED BY:

Universal Engineering Sciences
3532 Maggie Boulevard
Orlando, Florida 32811
(407) 423-0504

December 15, 2021



Geotechnical Engineering
 Construction Materials Testing & Threshold Inspection
 Building Code Compliance
 Occupational Health & Safety
 Environmental
 Building Envelope

Grounded in Excellence

December 15, 2021

Town of Lake Hamilton
 100 Smith Avenue, P.O. Box 126
 Lake Hamilton, Florida 33851

Attention: Ms. Sara Irvine, Town Administrator
sara@townoflakehamilton.com

Reference: Preliminary Geotechnical Exploration
 Lake Hamilton WWTF
 Water Tank Road
 Polk County, Florida
 UES Project No. 0130.2100512.0000
 UES Report No. 1918391


Dear Ms. Irvine:


Universal Engineering Sciences, LLC (UES) has completed a preliminary geotechnical exploration at the above referenced site in Polk County, Florida. Our exploration was planned in conjunction with Pennoni and authorized by you. Our exploration was performed in general accordance with UES Proposal No. 1909843 dated November 1, 2021 and generally accepted soil and foundation engineering practices. No other warranty, express or implied, is made.

The following report presents the results of our field exploration with a geotechnical engineering interpretation of those results with respect to the project characteristics as provided to us. We have included soil and groundwater conditions at the boring locations, potential constraints to site development, and a preliminary geotechnical assessment regarding the planned construction. *In general, the site was found to be suitable for the proposed development. However, additional exploration will be required to meet jurisdictional standards for final design.*

We appreciate the opportunity to have worked with you on this project and look forward to a continued association. Please do not hesitate to contact us if you should have any questions, or if we may further assist you as your plans proceed.

Respectfully Submitted,
UNIVERSAL ENGINEERING SCIENCES, LLC
 Certificate of Authorization No. 549


 Ricardo C. Kiriakidis, PhD., P.E.
 Geotechnical Department Manager


 Andrew S. Wilderotter, P.E.
 Geotechnical Project Manager
 Date: 12/15/2021
 Florida Registration No. 65727




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APPENDICES

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1.0 PROJECT DESCRIPTION

We understand that the Town of Lake Hamilton is considering the subject property for development of a new ± 19.7 -acre wastewater treatment facility in Polk County, Florida. No detailed site plans were available at the time of this proposal. We have assumed that the facility will include storage tanks, admin/office buildings, and associated stormwater ponds and access roads. In addition, the site is being evaluated for the suitability of Rapid Infiltration Basins (RIB). We have been asked to provide a proposal for a preliminary exploration for due diligence purposes.

Please note that our exploration was preliminary in nature and conducted to acquire general subsurface information only. Once final site configuration information is available, a comprehensive geotechnical exploration will be required to provide final design recommendations. Note that the information obtained from this exploration is not sufficient to meet the industry standard of care for final design and permitting.

2.0 PURPOSE

The purposes of this preliminary exploration were:

- to explore the subsurface conditions at general locations and depths as directed by the client,
- to provide our soil and groundwater conditions at the boring locations,
- to identify potential constraints to development and provide a preliminary geotechnical assessment regarding the planned construction for due diligence concerns.

This report presents an evaluation of site conditions on the basis of geotechnical procedures for site characterization. The recovered samples were not examined, either visually or analytically, for chemical composition or environmental hazards.

Our exploration was not designed to specifically address the potential for surface expression of deep geological conditions, such as sinkhole development related to karst activity. This evaluation requires a more extensive range of field services than those performed in this study. We would be pleased to conduct an exploration to evaluate the probable effect of the regional geology upon the proposed construction, if you so desire.

3.0 SITE DESCRIPTION

The subject site is located within Section 15, Township 28 South, Range 27 East in Polk County, Florida. More specifically, the site is located on the south side of Water Tank Road, roughly 1,000 feet east of Detour Road, as shown on the attached Figures A-1 and B-1. At the time of drilling, the subject site was being used as a citrus grove.

3.1 SOIL SURVEY

There is one (1) native soil type mapped within the project boundary according to the USDA NRCS Soil Survey of Polk County. A brief summary of the mapped surficial soil type(s) is presented in Table I.

**TABLE I
SUMMARY OF PUBLISHED SOIL DATA**

Soil Symbol	Soil Type	Hydrologic Group	Drainage Characteristics	Depth of Published Seasonal High GWT (feet)
3	Candler fine sand, 0 to 5 percent slopes	A	Excessively drained	6+

3.2 TOPOGRAPHY

According to information obtained from the United States Geologic Survey (USGS) Dundee, Florida quadrangle map, the native ground surface elevation across the site area ranges from approximately +200 to +215 feet National Geodetic Vertical Datum (NGVD). The site is located approximately ½ mile east of Lake Gordon. Based on the USGS map, the normal high water elevation for Lake Gordon is about +120 feet NGVD. A copy of a portion of the USGS Map is included in Appendix A.

4.0 SCOPE OF SERVICES

The services conducted by UES during our preliminary geotechnical exploration are as follows:

- Drilled five (5) Standard Penetration Test (SPT) borings throughout the subject site to a depth of 75 feet below existing land surface (bls).
- Installed temporary piezometers at each boring location for subsequent groundwater level readings.
- Secured samples of representative soils encountered in the soil borings for review, laboratory analysis and classification by a Geotechnical Engineer.
- Measured the existing site groundwater levels and provide an estimate of the seasonal high groundwater level at the boring locations.
- Conducted laboratory testing on selected soil samples obtained in the field to determine their engineering properties.
- Prepared a report which documents the results of our preliminary exploration and laboratory testing program with analysis.

5.0 FIELD EXPLORATION

The SPT soil borings were performed with an ATV mounted drilling rig. UES located the test borings by using the provided site plan, measuring from existing on-site landmarks shown on an aerial photograph, and by using handheld GPS devices. No survey control was provided at our boring locations. The indicated test locations should be considered accurate to the degree of the methodologies used. The approximate test locations are shown in Appendix B.

The SPT borings, designated B-01 through B-05 as shown on the attached Boring Location Plan in Appendix B, were performed in general accordance with the procedures of ASTM D 1586 "Standard Method for Penetration Test and Split-Barrel Sampling of Soils". SPT sampling was performed continuously within the top 10 feet to detect variations in the near surface soil profile and on approximate 5 feet centers thereafter.

In addition, the boreholes were flushed and temporary piezometers were installed for subsequent groundwater level readings.

6.0 LABORATORY TESTING

The soil samples recovered from the test borings were returned to our laboratory and visually classified in general accordance with ASTM D 2487 "Standard Classification of Soils for Engineering Purposes" (Unified Soil Classification System). We selected representative soil samples from the borings for laboratory testing to aid in classifying the soils and to help to evaluate the general engineering characteristics of the site soils. The results of these tests are shown on the boring logs in Appendix B. A summary of the tests performed is shown in Table II.

**TABLE II
LABORATORY METHODOLOGIES**

Test Performed	Number Performed	Reference
Grain Size Analysis (#200 wash only)	6	ASTM D 1140 "Amount of Material in Soils Finer than the No. 200 (75 - μ m) sieve"
Moisture Content	20	ASTM D 2216 "Laboratory Determination of Water (Moisture) Content of Soil by Mass"
Soil Sieve Analysis	14	ASTM D 6913 "Standard Test Methods for Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis"

7.0 SUBSURFACE SOIL CONDITIONS

7.1 GENERALIZED SOIL PROFILE

The results of our field exploration and laboratory analysis, together with pertinent information obtained from the SPT borings, such as soil profiles, penetration resistance and groundwater levels are shown on the boring logs included in Appendix B. The Key to Boring Logs, Soil Classification Chart is also included in Appendix B. The soil profiles were prepared from field logs after the recovered soil samples were examined by a Geotechnical Engineer. The stratification lines shown on the boring logs represent the approximate boundaries between soil types, and may not depict exact subsurface soil conditions. The actual soil boundaries may be more transitional than depicted. A generalized profile of the soils encountered at our boring locations is presented in Table III. For detailed soil profiles, please refer to the attached boring logs.

**TABLE III
GENERALIZED SOIL PROFILE**

Typical Depth (feet, bls)		Soil Description	Range of SPT "N" Values (blows/ft)
From	To		
Surface	10 to 20	Very loose to loose fine SAND [SP]	2 to 10
15 to 20	35 to 70	Medium dense to dense fine SAND [SP] with occasional layers of fine SAND with clay [SP-SC]	11 to 44
35 to 70	75*	Very dense fine SAND [SP] with occasional layers of fine SAND with clay [SP-SC]	50+
* Denotes termination depth of borings			

7.2 NOTABLE FINDINGS

Very dense sands [SP, SP-SC] were encountered at varying depths at the all of the boring locations. Although these sands are not typically considered hydraulically restrictive, the relative density of the deeper soils (SPT N values of over 50 blows/ft) may tend to cause a transient “perched” water condition after rain events or hydraulic loading.

8.0 GROUNDWATER CONDITIONS

8.1 EXISTING GROUNDWATER LEVEL

We measured the water levels in the boreholes on December 13, 2021 after the water had sufficient time to stabilize. The groundwater was encountered at depths ranging from about 61 to 70 feet bls at the time of our exploration. The encountered water table levels are shown on the individual boring logs in Appendix B. Fluctuations in groundwater levels should be anticipated throughout the year, primarily due to seasonal variations in rainfall, surface runoff, and other factors that may vary from the time the borings were conducted.

8.2 SEASONAL HIGH GROUNDWATER LEVEL

Based on historical data, the rainy season in Central Florida is between June and October of the year. In order to estimate the seasonal high water level at the boring locations, many factors are examined, including the following:

- Measured groundwater level
- Drainage characteristics of existing soil types
- Current & historical rainfall data
- Natural relief points (such as lakes, rivers, wetlands, etc.)
- Man-made drainage systems (ditches, canals, retention basins, etc.)
- On-site types of vegetation
- Review of available data (soil surveys, USGS maps, etc.)

Based on the results of our field exploration and the factors listed above, we estimate that the normal stabilized seasonal high groundwater level at the boring locations should occur roughly 3 feet above the encountered levels. However, we have conservatively estimated that the seasonal high groundwater may occur as a transient “perched” condition above the very dense sand layer. The estimated seasonal high “perched” groundwater levels are shown on the individual logs in Appendix B.

It should be noted that the estimated seasonal high water levels provided should be considered accurate to approximately ± 1 foot and do not provide any assurance that groundwater levels will not exceed these estimated levels during any given year in the future. Should the impediments to surface water drainage be present, or should rainfall intensity and duration, or total rainfall quantities, exceed the normally anticipated rainfall quantities, groundwater levels might exceed our seasonal high estimates. Further, it should be understood that changes in the surface hydrology and subsurface drainage from on-site and/or off-site improvements could have significant effects on the normal and seasonal high groundwater levels.

9.0 PRELIMINARY GEOTECHNICAL ASSESSMENT

9.1 PRELIMINARY SITE PREPARATION

Based on the results of our exploration, the soils at this site consist mostly of very loose to very dense sands to a depth of 75 feet bls. Other than the surficial topsoils, no deep pockets of unsuitable soils including highly organic soils, buried debris and/or high plasticity clayey soils which would require significant removal or remediation were encountered our boring locations within the explored depths.

Based on the results of our preliminary exploration, conventional site preparation is anticipated for this project. Typical site preparation will consist of root raking and stripping procedures to remove surface vegetation, roots, topsoils, and other deleterious materials, followed by densification of any loose subgrade soils and placement of compacted fill. Clearing and grubbing depths are anticipated to be about 6 to 12 inches. Deeper clearing and grubbing depths may be encountered in heavily vegetated areas where major root systems are encountered.

Based on the anticipated groundwater conditions, temporary dewatering should not be necessary to achieve the necessary excavation, backfilling and compaction requirements.

All fill/backfill should consist of clean sand with less than 12 percent soil fines and be free of organics, debris and other deleterious materials. Fill soils containing between 5 and 12 percent fines may require strict moisture control. The fill should be placed in maximum 12-inch loose, uniform lifts with each lift compacted to at least 95 percent of the Modified Proctor maximum dry density (ASTM D1557).

9.2 PRELIMINARY FOUNDATION DESIGN

We assume that the proposed construction will consist of ground storage tanks and ancillary office/maintenance structures. Assuming that the site is properly prepared, we anticipate that conventional, shallow spread footing or slab-on-grade foundations may be used to support the proposed structures. Based on the results of our preliminary exploration, adequate allowable net bearing pressures are anticipated for typical WWTF foundation design (i.e. 2,000 to 3,000 psf).

The foundations may bear on either the compacted suitable native soils or compacted structural fill. The bearing level soils should be densified to at least 95 percent of the maximum dry density as determined by ASTM D 1557 (Modified Proctor) to a depth of at least 2 feet below foundation level.

The minimum width recommended for an isolated column footing is 24 inches. For continuous wall or thickened edge monolithic slab footings, the minimum widths should comply with the current Florida Building Code (FBC), but under no circumstances should be less than 12 inches in width. The base of all footings should bear at least 12 inches below finished grade elevation as required under the current FBC.

9.3 PRELIMINARY PAVEMENT DESIGN

We assume that the proposed roadways will consist of a flexible pavement section with typical commercial traffic. For asphaltic pavements, we recommend using a three-layer section consisting of stabilized subgrade (sub-base), base course, and surface course. The roadways should be designed and constructed in accordance with Polk County and appropriate FDOT standards.

Sufficient separation will need to be maintained between the bottom of base course and the anticipated seasonal high groundwater level. Based on the anticipated seasonal high groundwater conditions, the separation requirements should not be an issue for pavements near existing grades.

9.4 PRELIMINARY STORMWATER / RIB DESIGN

Based on the results of our preliminary borings, this site appears to be suitable for dry stormwater ponds. Also, the soil/groundwater conditions appear suitable for the installation of RIBs. For preliminary pond/RIB design, the following parameters can be used for preliminary design.

**TABLE IV
STORMWATER POND / RIB DESIGN PARAMETERS**

Design Parameter	Estimated Values				
Relevant Boring Logs	B-01	B-02	B-03	B-04	B-05
Estimated Depth to Base of Surficial Aquifer (feet) *	74	34	48	39	49
Estimated Fillable Porosity of Surficial in-situ sands (percent)	25	25	25	25	25
Estimated Seasonal High Groundwater Level (feet) *	58	33	47	38	48
Estimated Horizontal Saturated Hydraulic Conductivity of Surficial Aquifer (ft/day)**	50	45	47	33	46
Estimated Vertical Unsaturated Hydraulic Conductivity of Surficial Aquifer (ft/day)**	34	30	32	22	31

* The presence of the very dense sands were hydraulically restrictive and should be considered the base of surficial aquifer for preliminary design. The seasonal high levels were conservatively estimated to form as a transient "perched" condition above the very dense sands.

** The hydraulic conductivity of the upper sands were estimated based on laboratory testing and using the Hazen (1911) empirical formula.

Please note that survey control was not provided at our boring locations. The estimated depths in Table IV are referenced to the existing ground surface at the time of our exploration. Appropriate factors of safety will need to be included in the final design.

Based on our initial findings, it is reasonable to believe the Town will be able to achieve FDEP's maximum loading of 9"/day annual average loading (18"/day peak loading associated with a 7 day on/7 day off loading approach). However, this will need to be verified during the design stage with additional geotechnical exploration in the pond areas and groundwater mounding analysis. To be conservative, for initial planning purposes we recommend the Town initially approach the FDEP for the Phase 1 WWTF using 50% of the FDEP maximum loading rate (4.5"/day annual average or 9"/day instantaneous loading for 7 day on/7 day off loading cycles) and confirm this approach during the final design stage.

9.5 SUITABILITY OF EXCAVATED SOIL FOR USE AS FILL

The soils excavated from stormwater management areas are usually re-used as structural fill throughout the development. Table V lists the suitability of excavated materials for use as structural fill based on percent fines content.

TABLE V
SUITABILITY OF EXCAVATED MATERIAL FOR USE AS FILL

Designation	USCS Soil Classification	% Fines Passing No. 200 Sieve	Suitability for Use as Structural Fill
Group A	SP	0-5	Favorable, freely draining, “clean” sands
Group B	SP-SC, SP-SM	6-12	Suitable, will require aeration and moisture control
Group C	SM, SC, SM-SC	13-20	Poor, impedes infiltration, limit overall use, extremely sensitive to water, do not use in pavement or pond areas
Group D	SM, SC, SM-SC, CH, MH	>20	Very Poor, not recommended for structural fill, may be used as stabilizing material in pavement subgrade
Group E	PT, OL, SM-OL	Organic	Unsuitable, must be completely removed and replaced with Group A or B soils

Based on the results of our soil borings and laboratory testing program, the majority of the soils within the upper 20 feet at the borings consist of mostly of fine sands [SP] (“Group A”). All fill materials should be free of organics, debris, and other deleterious materials.

We understand that portions of the east side of the site will need to be cut to fill the western portions in order to level the site. **Only “Group A” soils should be used as fill within the stormwater pond or RIB areas. The upper 15 feet at all of the borings meet “Group A” criteria and are suitable for leveling/grading the RIB areas.**

Clean sandy soils (Group A) with less than 5 percent soil fines are best suited for fill usage, since they are typically free-draining and require minimal moisture control during placement and compaction. The sands with silt and clay (Group B), with contents of 6 to 12 percent soil fines, will require some extra care during placement and compaction. These soils are less freely-draining and might require aeration and drying prior to usage, during use in the rainy season, and when placed near the groundwater table. We recommend that imported fill material meet the Group A and Group B qualifications.

Soils classified as silty or clayey, Group C and D (greater than 12 percent fines), will impede infiltration and may cause a perched water condition. We do not recommend using these soils as structural fill material as they will require stringent moisture control during stockpiling, placement and compaction. They will also be problematic during compaction.

9.6 POTENTIAL CONSTRAINTS TO DEVELOPMENT

Based on our preliminary exploration, we have identified the following potential geotechnical constraints that could affect the schedule and costs associated with this project including:

- Very dense sands [SP, SP-SC] were encountered at varying depths at the all of the boring locations. Although these sands are not typically considered hydraulically restrictive, the relative density of the deeper soils (SPT N values of over 50 blows/ft) may tend to cause a transient “perched” water condition after rain events or hydraulic loading. These very dense sands may affect the mounding of the RIBs depending on hydraulic loadings and loading intervals.

Although we have identified the preceding potential constraints due to subsurface conditions, we believe these issues can be managed through proper planning and design.

10.0 DESKTOP ASSESSMENT OF FUTURE SINKHOLE POTENTIAL

It is important to understand that from a regional context, sinkholes are a characteristic feature of Central Florida geology and can occur anywhere in the region depending on the presence of cavernous voids in the limestone bedrock. We have reviewed available data from the United States Geological Survey (USGS) and Florida Geological Survey (FGS).

The FGS maintains an inventory of reported sinkholes as a continuation of the work originally performed by the Florida Sinkhole Research Institute. This sinkhole database is generally considered to be a record of more recent sinkholes, and does not incorporate older and more mature karst features such as large lakes. The FGS database is not a definitive or authoritative resource, and should only be used for a generalized overview of recent sinkhole relative density.

Our assessment included a search of the FGS database for sinkholes within a 5-mile radius of the subject site. There were no sinkholes reported within 1 mile of the site. There were 11 reported sinkholes located within 5 miles of the site. We note that the FGS data base only contains more recently reported and recorded sinkhole events. This map can provide a false sense of security for areas that have remained rural and undeveloped until more recently. A USGS Quadrangle Map presenting the FGS recorded subsidence locations local to the property is presented in Appendix A.

It is important to understand that sinkholes are a geologic hazard in areas of Florida similar to seismic hazards in areas of California. The future occurrence of sinkholes is very difficult at best, if not impossible to predict even with extensive geological research and site testing. Therefore, one of the best predictors for future sinkhole activity is past sinkhole activity in the vicinity of a site. Based upon the results of preliminary exploration, our literature review and our previous experience in the general vicinity of the subject site, it is our opinion that based on a relative scale of low, moderate, and high the subject site is located within an area with a relatively **“low”** propensity for sinkhole formation. We believe that overall, the sinkhole potential on this site is no greater than that of the adjacent existing developments and undeveloped land due to similar underlying geology.

11.0 FINAL GEOTECHNICAL EXPLORATION

Please note that this exploration was preliminary in nature, and was designed to help determine the presence of any near surface constraints which would significantly impact the intended development of the subject site, as well as affect the cost of construction. The information obtained from this exploration is not sufficient to meet the industry standard of care for final design.

We strongly recommended that the information obtained from this preliminary exploration be supplemented with a more comprehensive subsurface exploration once the building layouts and the site plans have been finalized. The foundations for the building and the RIBs should be designed based on the information obtained from a comprehensive geotechnical exploration program.

This report has not been prepared to meet the full needs of design professionals, contractors, or any other parties. Any use of this report without the guidance of the geotechnical engineer who prepared it constitutes improper usage which could lead to erroneous assumptions, faulty conclusions, and other problems.

12.0 LIMITATIONS

This report has been prepared for the exclusive use of **Town of Lake Hamilton** for the specific project discussed in this report. No other site or project facilities should be designed using the soil information contained in this report. As such, UES will not be responsible for the performance of any other site improvements designed using the data in this report. This report should not be relied upon by unauthorized third parties without the expressed written consent of UES. Unauthorized third parties that rely upon the information contained herein without the expressed written consent of UES assume all risk and liability for such reliance.

The recommendations submitted in this report are based upon the data obtained from the soil borings performed at the locations indicated on the Boring Location Plan and from other information as referenced. This report does not reflect any variations which may occur between the boring locations. The nature and extent of such variations may not become evident until the course of construction. If variations become evident, it will then be necessary for a re-evaluation of the recommendations of this report after performing on-site observations during the construction period and noting the characteristics of the variations.

Borings for a typical geotechnical report are widely spaced and generally not sufficient for reliably detecting the presence of isolated, anomalous surface or subsurface conditions, or reliably estimating unsuitable or suitable material quantities. Accordingly, UES does not recommend relying on our boring information for estimation of material quantities unless our contracted services **specifically** include sufficient exploration for such purpose(s) and within the report we so state that the level of exploration provided should be sufficient to detect anomalous conditions or estimate such quantities. Therefore, UES will not be responsible for any extrapolation or use of our data by others beyond the purpose(s) for which it is applicable or intended.

All users of this report are cautioned that there was no requirement for UES to attempt to locate any man-made buried objects or identify any other potentially hazardous conditions that may exist at the site during the course of this exploration. Therefore, no attempt was made by UES to locate or identify such concerns. UES cannot be responsible for any buried man-made objects or environmental hazards which may be subsequently encountered during construction that are not discussed within the text of this report. We can provide this service if requested.

During the early stages of most construction projects, geotechnical issues not addressed in this report may arise. Because of the natural limitations inherent in working with the subsurface, it is not possible for a geotechnical engineer to predict and address all possible problems. A Geotechnical Business Council (GBC) publication, "Important Information About This Geotechnical Engineering Report" appears in Appendix C, and will help explain the nature of geotechnical issues.

Further, we present documents in Appendix C: Constraints and Restrictions, to bring to your attention the potential concerns and the basic limitations of a typical geotechnical report.

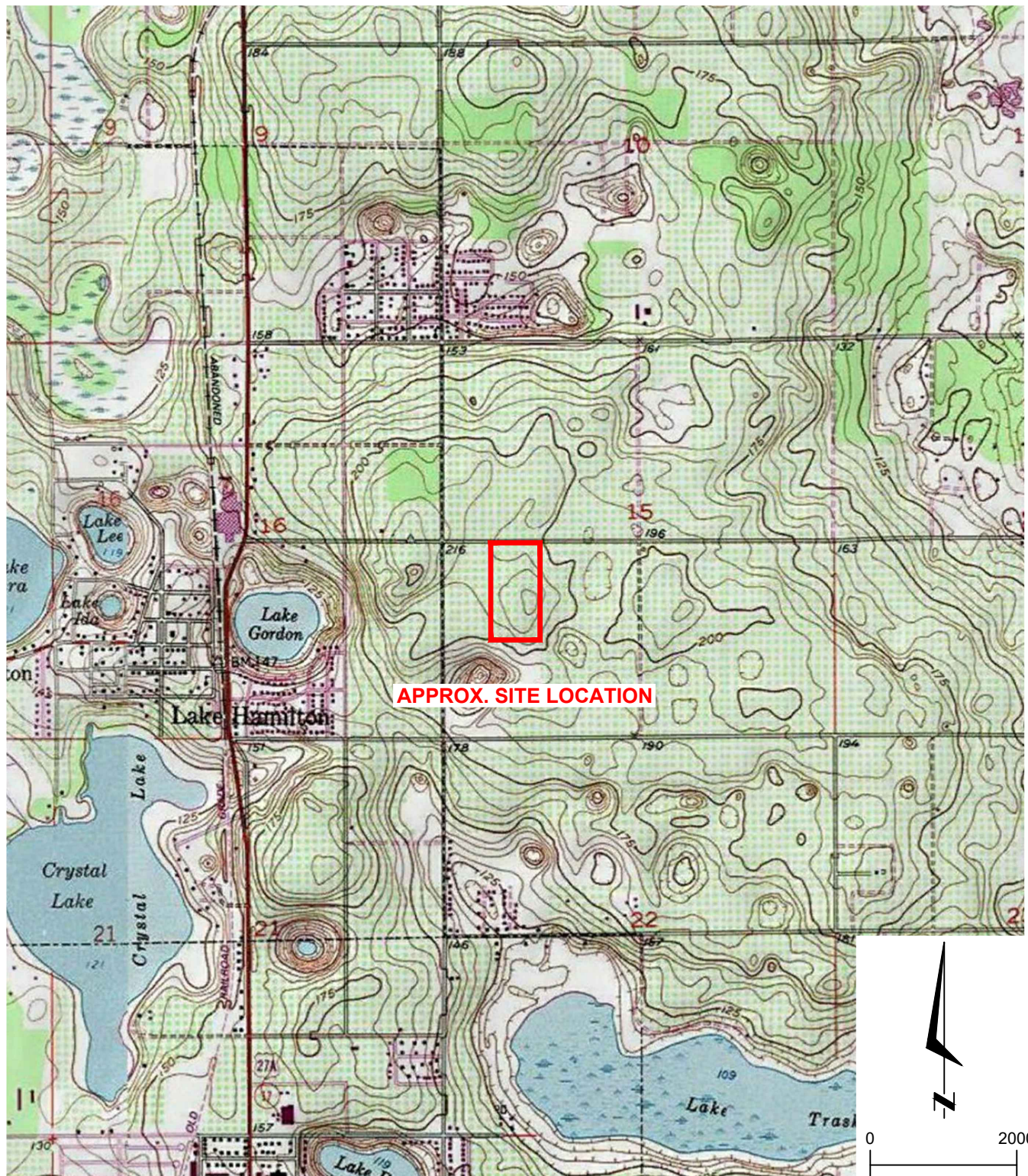
13.0 CLOSURE

We appreciate this opportunity to be of service as your geotechnical consultant on this phase of the project and look forward to providing follow up explorations and geotechnical engineering analyses as the project progresses through the design phase. If you have any questions concerning this report or when we may be of any further service, please contact us.

* * * * *

APPENDIX A





SOURCE: USGS QUADRANGLE MAP OF "DUNDEE, FLORIDA".

SCALE (FT.)

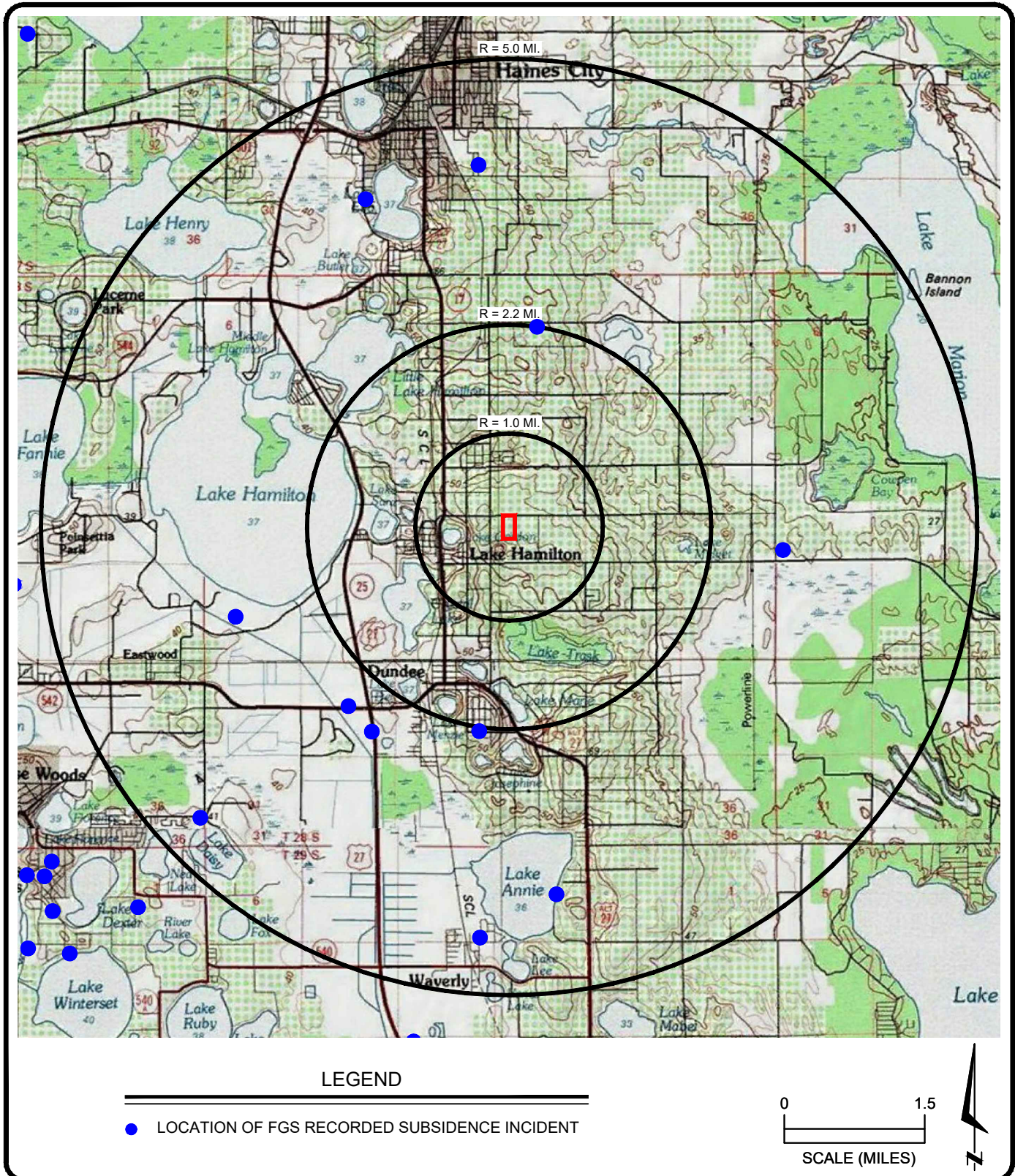


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PRELIMINARY GEOTECHNICAL EXPLORATION
LAKE HAMILTON WWTF - WATER TANK ROAD
POLK COUNTY, FLORIDA

USGS TOPOGRAPHIC MAP

DRAWN BY: N.F.	DATE: 12 - 3 - 2021	CHECKED BY: A.S.W.	DATE: 12 - 13 - 2021
SCALE: AS SHOWN	PROJECT NO: 0130.2100512.0000	REPORT NO: 1918391	PAGE NO: A-1



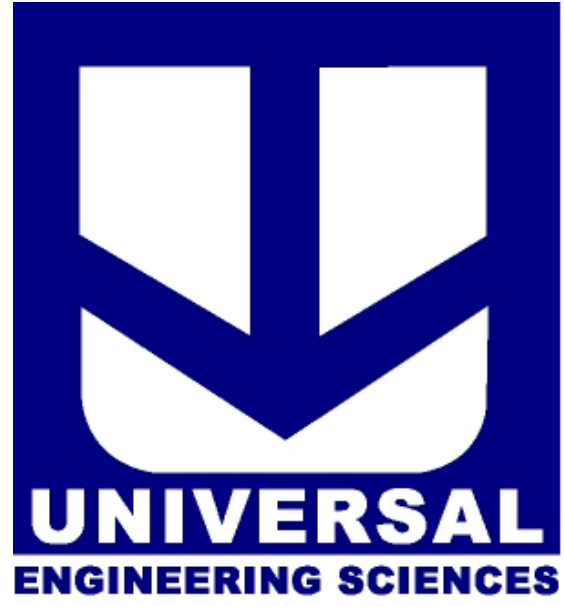
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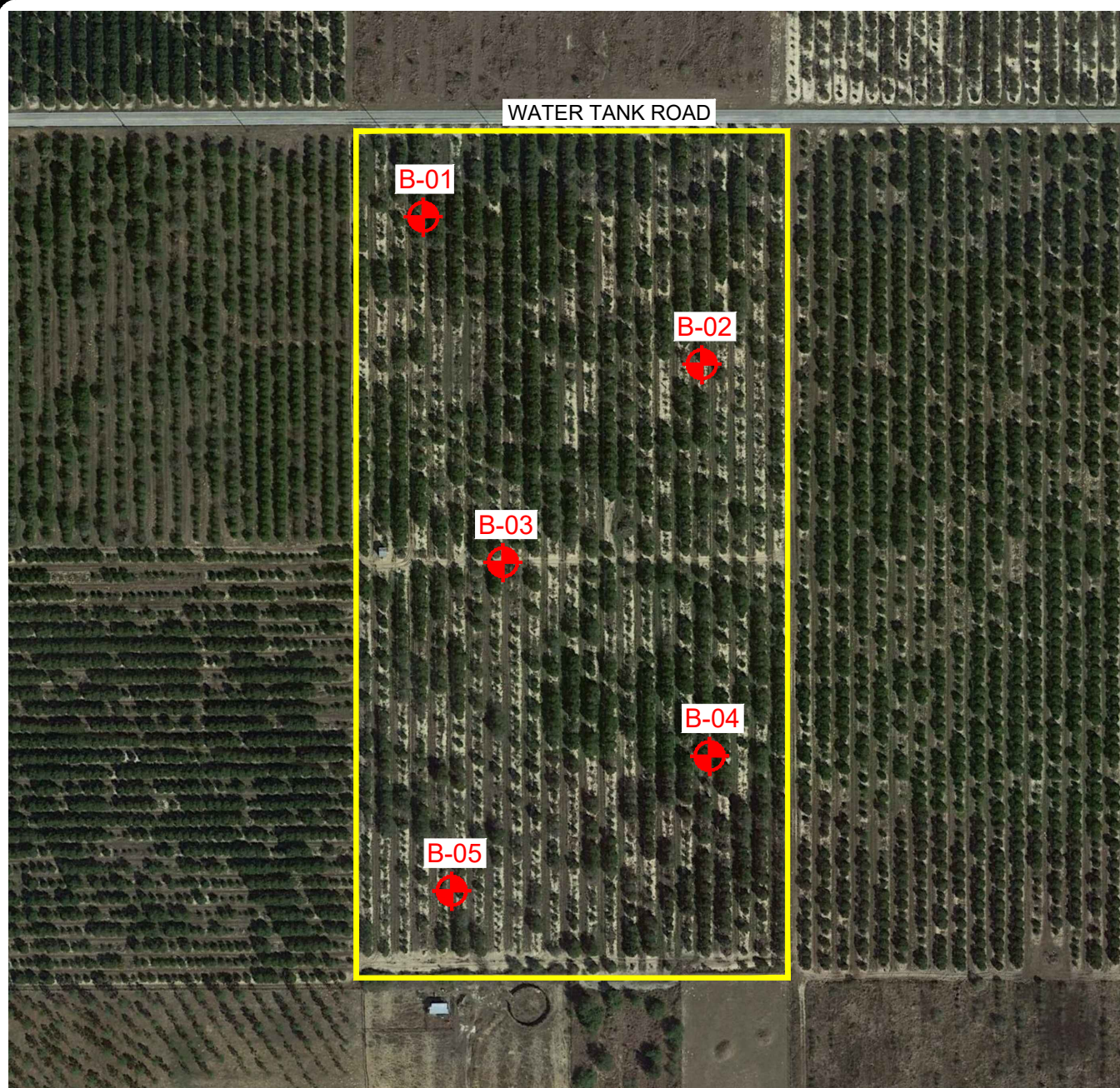
PRELIMINARY GEOTECHNICAL EXPLORATION
LAKE HAMILTON WWTF - WATER TANK ROAD
POLK COUNTY, FLORIDA

MAP OF FGS RECORDED SUBSIDENCE LOCATIONS

DRAWN BY: N.F.	DATE: 12 - 16 - 2021	CHECKED BY: A.S.W.	DATE: 12 - 16 - 2021
SCALE: AS SHOWN	PROJECT NO: 0130.2100512.0000	REPORT NO: 1918391	PAGE NO: A-2

APPENDIX B

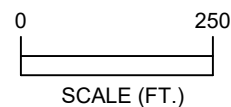




LEGEND



APPROX. STANDARD PENETRATION TEST
BORING LOCATION (SPT)
PERFORMED 11/30/2021 - 12/2/2021



AERIAL PHOTO SOURCE: GOOGLE EARTH



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PRELIMINARY GEOTECHNICAL EXPLORATION LAKE HAMILTON WWTF - WATER TANK ROAD POLK COUNTY, FLORIDA

BORING LOCATION PLAN

DRAWN BY: N.F.	DATE: 12 - 3 - 2021	CHECKED BY: A.S.W.	DATE: 12 - 13 - 2021
SCALE: AS SHOWN	PROJECT NO: 0130.2100512.0000	REPORT NO: 1918391	PAGE NO: B-1



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PROJECT NO.: 0130.2100512.0000
REPORT NO.: 1918391
PAGE: B-2.1

PROJECT: PRELIMINARY GEOTECHNICAL EXPLORATION
LAKE HAMILTON WWTF - WATER TANK ROAD
POLK COUNTY, FLORIDA

BORING I.D.: **B-01**
SECTION: 15

TOWNSHIP: 28

SHEET: **1 of 2**
RANGE: 27

CLIENT: TOWN OF LAKE HAMILTON
LOCATION: SEE BORING LOCATION PLAN

G.S. ELEVATION (ft): N.S. DATE STARTED: 11/30/21
WATER TABLE (ft): 61 DATE FINISHED: 11/30/21
DATE OF READING: 12/13/2021 DRILLED BY: ORL - JB/JB
EST. SHGWT (ft): 58 TYPE OF SAMPLING: ASTM D 1586

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0						Loose orange brown fine SAND [SP]						
		1-2-2	4			-- very loose						
		2-1-1	2									
5		1-1-2	3				3	3			54	
		1-1-2	3			-- loose						
		2-2-2	4			-- very loose						
10		2-1-2	3									
						-- medium dense, light orange brown						
15		4-5-6	11				3	9			43	
20		7-10-12	22									
25		9-12-17	29									
						-- dense						
30		9-17-17	34									
						-- medium dense						
35		8-13-13	26				3	21			49	

W-11958.GPJ



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PROJECT NO.: 0130.2100512.0000

REPORT NO.: 1918391

PAGE: B-2.2

PROJECT: PRELIMINARY GEOTECHNICAL EXPLORATION
LAKE HAMILTON WWTF - WATER TANK ROAD
POLK COUNTY, FLORIDA

BORING I.D.: **B-01**
SECTION: 15

TOWNSHIP: 28

SHEET: **2 of 2**
RANGE: 27

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
40	X	8-8-8	16									
45	X	6-8-10	18			-- grey light brown						
50	X	7-11-11	22			-- grey						
55	X	8-13-14	27									
60	X	14-16-18	34	▽		-- dense	3	20			53	
65	X	12-17-17	34	▼								
70	X	15-16-20	36									
75	X	23-50/6"	50/6"			-- very dense, orange brown						
						BORING TERMINATED AT 75.0 FEET						

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UNIVERSAL ENGINEERING SCIENCES BORING LOG

PROJECT NO.: 0130.2100512.0000

REPORT NO.: 1918391

PAGE: B-2.3

PROJECT: PRELIMINARY GEOTECHNICAL EXPLORATION
LAKE HAMILTON WWTF - WATER TANK ROAD
POLK COUNTY, FLORIDA

BORING I.D.: **B-02**
SECTION: 15

TOWNSHIP: 28

SHEET: **2 of 2**
RANGE: 27

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
40	X	39-50/5"	50/5"									
45	X	27-50/6"	50/5"			-- light grey orange brown						
50	X	33-50/4.5"	50/4.5"									
55	X	19-22-33	55			Very dense orange brown fine SAND with clay [SP-SC]	10	17				
60	X	27-39-50	89									
65	X	25-37-50/5"	50/5"			Very dense grey light orange brown fine SAND [SP]						
70	X	26-33-50/5"	50/5"				3	20				
75	X	22-41-50	91									
						BORING TERMINATED AT 75.0 FEET						

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PROJECT NO.: 0130.2100512.0000

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PAGE: B-2.3

PROJECT: PRELIMINARY GEOTECHNICAL EXPLORATION
LAKE HAMILTON WWTF - WATER TANK ROAD
POLK COUNTY, FLORIDA

BORING I.D.: **B-03**

SECTION: 15

TOWNSHIP: 28

SHEET: **1 of 2**

RANGE: 27

CLIENT: TOWN OF LAKE HAMILTON

G.S. ELEVATION (ft): N.S.

DATE STARTED: 12/1/21

LOCATION: SEE BORING LOCATION PLAN

WATER TABLE (ft): 67

DATE FINISHED: 12/1/21

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DATE OF READING: 12/13/2021

DRILLED BY: ORL - JB/JB

EST. SHGWT (ft): 47

TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0						Loose orange brown fine SAND [SP]						
		4-3-2	5			-- very loose						
		1-2-1	3									
5		2-1-2	3									
		1-2-1	3			-- loose						
		2-2-2	4									
10		1-2-2	4				4	5			45	
15		4-4-4	8									
20		4-5-6	11			-- medium dense, light orange brown						
25		13-18-24	42			-- dense						
30		11-17-26	43									
35		10-16-19	35									

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UNIVERSAL ENGINEERING SCIENCES BORING LOG

PROJECT NO.: 0130.2100512.0000

REPORT NO.: 1918391

PAGE: B-2.4

PROJECT: PRELIMINARY GEOTECHNICAL EXPLORATION
LAKE HAMILTON WWTF - WATER TANK ROAD
POLK COUNTY, FLORIDA

BORING I.D.: **B-03**
SECTION: 15

TOWNSHIP: 28

SHEET: **2 of 2**
RANGE: 27

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
40	X	9-15-17	32				3	21			49	
45	X	12-14-15	29			-- medium dense						
50	X	33-47-50/4"	50/4"	▽		-- very dense, grey light brown						
55	X	50/5"	50/5"									
60	X	27-50/5.5"	50/5.5"			Very dense orange brown fine SAND with clay [SP-SC]	7	19				
65	X	30-50/5.5"	50/5.5"									
70	X	50/5"	50/5"	▽		Very dense grey light brown fine SAND [SP]						
75	X	50/5"	50/5"			BORING TERMINATED AT 75.0 FEET	5	21				

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UNIVERSAL ENGINEERING SCIENCES BORING LOG

PROJECT NO.: 0130.2100512.0000

REPORT NO.: 1918391

PAGE: B-2.5

PROJECT: PRELIMINARY GEOTECHNICAL EXPLORATION
LAKE HAMILTON WWTF - WATER TANK ROAD
POLK COUNTY, FLORIDA

BORING I.D.: **B-04**
SECTION: 15

TOWNSHIP: 28

SHEET: **2 of 2**
RANGE: 27

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
40	X	13-25-37	62			-- very dense	6	17			15	
45	X	17-38-50/5"	50/5"			Very dense light grey orange fine SAND [SP]						
50	X	17-50/6"	50/6"									
55	X	27-46-50/5"	50/5"									
60	X	25-38-50/6"	50/6"			Very dense orange brown fine SAND with clay [SP-SC]						
65	X	25-36-39	75				9	18				
70	X	36-50/6"	50/6"	▼								
75	X	42-50/5"	50/5"			Very dense grey light brown fine SAND [SP]						
						BORING TERMINATED AT 75.0 FEET						

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UNIVERSAL ENGINEERING SCIENCES BORING LOG

PROJECT NO.:	0130.2100512.0000
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PROJECT: PRELIMINARY GEOTECHNICAL EXPLORATION
LAKE HAMILTON WWTF - WATER TANK ROAD
POLK COUNTY, FLORIDA

BORING I.D.: **B-05**

SECTION: 15

TOWNSHIP: 28

SHEET: **1 of 2**

RANGE: 27

CLIENT: TOWN OF LAKE HAMILTON

G.S. ELEVATION (ft): N.S.

DATE STARTED: 11/30/21

LOCATION: SEE BORING LOCATION PLAN

WATER TABLE (ft): 68

DATE FINISHED: 11/30/21

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DATE OF READING: 12/13/2021

DRILLED BY: ORL - JB/JB

EST. SHGWT (ft): 48

TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0						Loose orange brown fine SAND [SP]						
		3-3-2	5			-- very loose						
		2-1-2	3			-- loose	3	7			51	
5		1-2-2	4			-- very loose						
		1-1-2	3			-- loose						
		2-2-2	4									
10		2-2-2	4									
15		3-4-4	8									
20		3-4-6	10			-- light orange brown	4	4			41	
25		7-10-12	22			-- medium dense						
30		15-17-15	32			-- dense						
35		9-16-15	31									

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UNIVERSAL ENGINEERING SCIENCES BORING LOG

061

PROJECT NO.:	0130.2100512.0000
REPORT NO.:	1918391
PAGE:	B-2.6

PROJECT: PRELIMINARY GEOTECHNICAL EXPLORATION
LAKE HAMILTON WWTF - WATER TANK ROAD
POLK COUNTY, FLORIDA

BORING I.D.: **B-05**
SECTION: 15

TOWNSHIP: 28

SHEET: **2 of 2**
RANGE: 27

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
40	X	11-16-18	34									
45	X	11-20-24	44			-- grey	4	19			46	
50	X	13-25-32	57	▽		-- very dense						
55	X	23-50/5.5"	50/5.5"									
60	X	26-50/5.5"	50/5.5"									
65	X	28-50/5.5"	50/5.5"				4	22				
70	X	31-50/4"	50/4"	▼								
75	X	35-50/5"	50/5"									
						BORING TERMINATED AT 75.0 FEET						

W-11958.GPJ



KEY TO BORING LOGS

SYMBOLS AND ABBREVIATIONS

<u>SYMBOL</u>	<u>DESCRIPTION</u>
N-Value	No. of Blows of a 140-lb. Weight Falling 30 Inches Required to Drive a Standard Spoon 1 Foot
WOR	Weight of Drill Rods
WOH	Weight of Drill Rods and Hammer
	Sample from Auger Cuttings
	Standard Penetration Test Sample
	Thin-wall Shelby Tube Sample (Undisturbed Sampler Used)
RQD	Rock Quality Designation
	Stabilized Groundwater Level
	Seasonal High Groundwater Level (also referred to as the W.S.W.T.)
NE	Not Encountered
GNE	Groundwater Not Encountered
BT	Boring Terminated
-200 (%)	Fines Content or % Passing No. 200 Sieve
MC (%)	Moisture Content
LL	Liquid Limit (Atterberg Limits Test)
PI	Plasticity Index (Atterberg Limits Test)
NP	Non-Plastic (Atterberg Limits Test)
K	Coefficient of Permeability
Org. Cont.	Organic Content
G.S. Elevation	Ground Surface Elevation

UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS			GROUP SYMBOLS	TYPICAL NAMES
COARSE GRAINED SOILS More than 50% retained on the No. 200 sieve*	GRAVELS 50% or more of coarse fraction retained on No. 4 sieve	CLEAN GRAVELS	GW	Well-graded gravels and gravel-sand mixtures, little or no fines
			GP	Poorly graded gravels and gravel-sand mixtures, little or no fines
		GRAVELS WITH FINES	GM	Silty gravels and gravel-sand-silt mixtures
			GC	Clayey gravels and gravel-sand-clay mixtures
	SANDS More than 50% of coarse fraction passes No. 4 sieve	CLEAN SANDS 5% or less passing No. 200 sieve	SW**	Well-graded sands and gravelly sands, little or no fines
			SP**	Poorly graded sands and gravelly sands, little or no fines
		SANDS with 12% or more passing No. 200 sieve	SM**	Silty sands, sand-silt mixtures
			SC**	Clayey sands, sand-clay mixtures
FINE-GRAINED SOILS 50% or more passes the No. 200 sieve*	SILTS AND CLAYS Liquid limit 50% or less	ML	Inorganic silts, very fine sands, rock flour, silty or clayey fine sands	
		CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, lean clays	
		OL	Organic silts and organic silty clays of low plasticity	
	SILTS AND CLAYS Liquid limit greater than 50%	MH	Inorganic silts, micaceous or diamictaceous fine sands or silts, elastic silts	
		CH	Inorganic clays or clays of high plasticity, fat clays	
		OH	Organic clays of medium to high plasticity	
		PT	Peat, muck and other highly organic soils	

*Based on the material passing the 3-inch (75 mm) sieve

** Use dual symbol (such as SP-SM and SP-SC) for soils with more than 5% but less than 12% passing the No. 200 sieve

RELATIVE DENSITY

(Sands and Gravels)

Very loose – Less than 4 Blow/Foot
Loose – 4 to 10 Blows/Foot
Medium Dense – 11 to 30 Blows/Foot
Dense – 31 to 50 Blows/Foot
Very Dense – More than 50 Blows/Foot

CONSISTENCY

(Silts and Clays)

Very Soft – Less than 2 Blows/Foot
Soft – 2 to 4 Blows/Foot
Firm – 5 to 8 Blows/Foot
Stiff – 9 to 15 Blows/Foot
Very Stiff – 16 to 30 Blows/Foot
Hard – More than 30 Blows/Foot

RELATIVE HARDNESS

(Limestone)

Soft – 100 Blows for more than 2 Inches
Hard – 100 Blows for less than 2 Inches

MODIFIERS

These modifiers Provide Our Estimate of the Amount of Minor Constituents (Silt or Clay Size Particles) in the Soil Sample

Trace – 5% or less
With Silt or With Clay – 6% to 11%
Silty or Clayey – 12% to 30%
Very Silty or Very Clayey – 31% to 50%

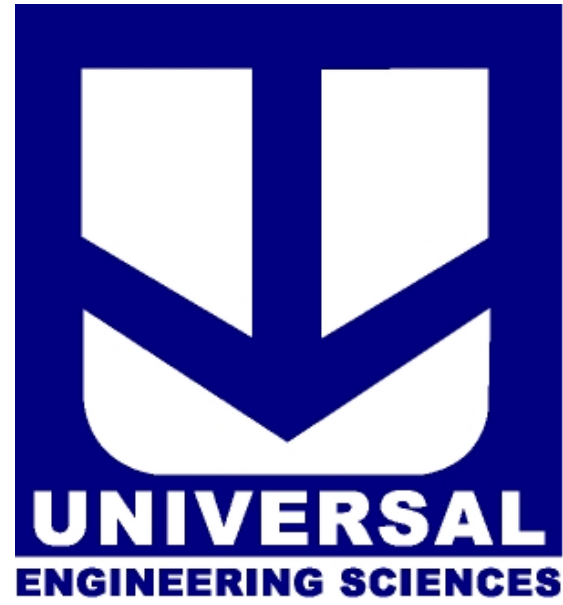
These Modifiers Provide Our Estimate of the Amount of Organic Components in the Soil Sample

Trace – Less than 3%
Few – 3% to 4%
Some – 5% to 8%
Many – Greater than 8%

These Modifiers Provide Our Estimate of the Amount of Other Components (Shell, Gravel, Etc.) in the Soil Sample

Trace – 5% or less
Few – 6% to 12%
Some – 13% to 30%
Many – 31% to 50%

APPENDIX C



Important Information about This Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a civil engineer may not fulfill the needs of a constructor — a construction contractor — or even another civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. No one except you should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you — should apply this report for any purpose or project except the one originally contemplated.*

Read the Full Report

Serious problems have occurred because those relying on a geotechnical-engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

Geotechnical Engineers Base Each Report on a Unique Set of Project-Specific Factors

Geotechnical engineers consider many unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk-management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical-engineering report that was:

- not prepared for you;
- not prepared for your project;
- not prepared for the specific site explored; or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical-engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an

assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical-engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical-engineering report whose adequacy may have been affected by:* the passage of time; man-made events, such as construction on or adjacent to the site; or natural events, such as floods, droughts, earthquakes, or groundwater fluctuations. *Contact the geotechnical engineer before applying this report to determine if it is still reliable.* A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ — sometimes significantly — from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide geotechnical-construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are Not Final

Do not overrely on the confirmation-dependent recommendations included in your report. *Confirmation-dependent recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's confirmation-dependent recommendations if that engineer does not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

A Geotechnical-Engineering Report Is Subject to Misinterpretation

Other design-team members' misinterpretation of geotechnical-engineering reports has resulted in costly

problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical-engineering report. Confront that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical-engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical-engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time to perform additional study.* Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and constructors fail to recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help

others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Environmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold-prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold-prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical-engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

Rely, on Your GBC-Member Geotechnical Engineer for Additional Assistance

Membership in the Geotechnical Business Council of the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you GBC-Member geotechnical engineer for more information.



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066 CONSTRAINTS & RESTRICTIONS

The intent of this document is to bring to your attention the potential concerns and the basic limitations of a typical geotechnical report.

WARRANTY

Universal Engineering Sciences has prepared this report for our client for his exclusive use, in accordance with generally accepted soil and foundation engineering practices, and makes no other warranty either expressed or implied as to the professional advice provided in the report.

UNANTICIPATED SOIL CONDITIONS

The analysis and recommendations submitted in this report are based upon the data obtained from soil borings performed at the locations indicated on the Boring Location Plan. This report does not reflect any variations which may occur between these borings.

The nature and extent of variations between borings may not become known until excavation begins. If variations appear, we may have to re-evaluate our recommendations after performing on-site observations and noting the characteristics of any variations.

CHANGED CONDITIONS

We recommend that the specifications for the project require that the contractor immediately notify Universal Engineering Sciences, as well as the owner, when subsurface conditions are encountered that are different from those present in this report.

No claim by the contractor for any conditions differing from those anticipated in the plans, specifications, and those found in this report, should be allowed unless the contractor notifies the owner and Universal Engineering Sciences of such changed conditions. Further, we recommend that all foundation work and site improvements be observed by a representative of Universal Engineering Sciences to monitor field conditions and changes, to verify design assumptions and to evaluate and recommend any appropriate modifications to this report.

MISINTERPRETATION OF SOIL ENGINEERING REPORT

Universal Engineering Sciences is responsible for the conclusions and opinions contained within this report based upon the data relating only to the specific project and location discussed herein. If the conclusions or recommendations based upon the data presented are made by others, those conclusions or recommendations are not the responsibility of Universal Engineering Sciences.

CHANGED STRUCTURE OR LOCATION

This report was prepared in order to aid in the evaluation of this project and to assist the architect or engineer in the design of this project. If any changes in the design or location of the structure as outlined in this report are planned, or if any structures are included or added that are not discussed in the report, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and the conclusions modified or approved by Universal Engineering Sciences.

USE OF REPORT BY BIDDERS

Bidders who are examining the report prior to submission of a bid are cautioned that this report was prepared as an aid to the designers of the project and it may affect actual construction operations.

Bidders are urged to make their own soil borings, test pits, test caissons or other investigations to determine those conditions that may affect construction operations. Universal Engineering Sciences cannot be responsible for any interpretations made from this report or the attached boring logs with regard to their adequacy in reflecting subsurface conditions which will affect construction operations.

STRATA CHANGES

Strata changes are indicated by a definite line on the boring logs which accompany this report. However, the actual change in the ground may be more gradual. Where changes occur between soil samples, the location of the change must necessarily be estimated using all available information and may not be shown at the exact depth.

OBSERVATIONS DURING DRILLING

Attempts are made to detect and/or identify occurrences during drilling and sampling, such as: water level, boulders, zones of lost circulation, relative ease or resistance to drilling progress, unusual sample recovery, variation of driving resistance, obstructions, etc.; however, lack of mention does not preclude their presence.

WATER LEVELS

Water level readings have been made in the drill holes during drilling and they indicate normally occurring conditions. Water levels may not have been stabilized at the last reading. This data has been reviewed and interpretations made in this report. However, it must be noted that fluctuations in the level of the groundwater may occur due to variations in rainfall, temperature, tides, and other factors not evident at the time measurements were made and reported. Since the probability of such variations is anticipated, design drawings and specifications should accommodate such possibilities and construction planning should be based upon such assumptions of variations.

LOCATION OF BURIED OBJECTS

All users of this report are cautioned that there was no requirement for Universal Engineering Sciences to attempt to locate any man-made buried objects during the course of this exploration and that no attempt was made by Universal Engineering Sciences to locate any such buried objects. Universal Engineering Sciences cannot be responsible for any buried man-made objects which are subsequently encountered during construction that are not discussed within the text of this report.

TIME

This report reflects the soil conditions at the time of exploration. If the report is not used in a reasonable amount of time, significant changes to the site may occur and additional reviews may be required.



APPENDIX F

Phase 1 Environmental Assessment (Envirosouth Technologies, Inc. - December 1, 2021)



Envirosouth Technologies, Inc.

**PHASE I ENVIRONMENTAL SITE ASSESSMENT
RUBUSH C&C, LLC
WATER TANK ROAD
HAINES CITY, FLORIDA**

PREPARED FOR:

**Mr. Steve Elias
PENNONI
401 Third St. SW
Winter Haven, FL 33880**

December 1, 2021

PREPARED BY:

**ENVIROSOUTH TECHNOLOGIES, INC.
P.O. BOX 7681
LAKELAND, FLORIDA 33807-7681**

PROJECT NO. ENVS2401



Office: (863) 668-0414
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E-Mail: dmpoe@tampabay.rr.com

3520 Reynolds Road
Lakeland, FL 33803

December 1, 2021

Mr. Steve Elias
Pennoni
401 Third St. SW
Winter Haven, FL 33880

**Re: Phase I Environmental Site Assessment
Proposed Lake Hamilton WWTF
Water Tank Road
Parcel# 272815-000000-043040
Haines City, FL**

Dear Mr. Elias:

Envirosouth Technologies, Inc. (Ensouth) has completed a Phase I Environmental Site Assessment (ESA) on a 19.74-acre tract located just southeast of the intersection of Water Tank Rd. S and Detour Rd, in southern Haines City, Florida (**Figure 1**). With exceptions noted, the Environmental Site Assessment was performed according to ASTM Standard E1527-13, Environmental Site Assessments under the guidance of a Certified Florida Environmental Assessor (**Appendix A**). The following report summarizes the observations and data obtained during this investigation.

Should you have any questions or require additional information, please contact our office at your earliest convenience.

Sincerely,

Envirosouth Technologies, Inc.

David M. Poe, P.G., CFEA
Project Coordinator

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1.0 EXECUTIVE SUMMARY

Envirosouth Technologies, Inc. (Ensouth) has completed a Phase I Environmental Site Assessment (ESA) on the 19.74-acre piece of property currently owned by Rubush C&C, LLC, located southeast of the intersection of Water Tank Rd. S and Detour Rd, Polk County, Florida. The subject property is currently developed in agricultural use in the form of citrus trees.

Ensouth's review of aerial photographs dating back to 1941, show the subject property was developed into present day citrus grove before 1941. All adjacent properties were also developed into citrus grove before 1941 and are citrus grove or improved pasture today.

Through a search of environmental records sources maintained by local, county and state governmental agencies, the subject property is included in a large area labeled "Groundwater Contamination" (GWC-FL) with respect to the presence of Ethylene Dibromide (EDB). This is a very common occurrence in the State of Florida where citrus production has been the predominant historical use of the property. Ethylene Dibromide, a primary constituent of pesticides used in grove operations, has been identified in water wells in the area. It is not known if the groundwater beneath the target property is contaminated but it should be noted that this designation is considered an Activity and Use Limitation (AUL) and could restrict the use of groundwater beneath the site or limit the ability to obtain a permit to install a water well on the property in the future.

Site reconnaissance was performed which included a walkover survey and photo documentation of the property. There were no obvious signs of product leakage, spillage, improper disposal practices, handling of materials, chemicals or illegal dumping of trash and debris noted during this investigation. It is to be noted that oil staining was present around the irrigation pump in the pump house but is isolated to the impervious surface (concrete slab) the pump is mounted on. No staining was observed around or outside of the pump house. The pump is powered by overhead electricity.

Based on the information obtained during this Phase I Environmental Site Assessment, no Recognized Environmental Conditions (RECs) were identified therefore, no additional environmental testing appears warranted at this time.

2.0 INTRODUCTION

2.1 Purpose

Envirosouth Technologies, Inc. (Ensouth) completed a Phase I Environmental Site Assessment (ESA) on a 19.74-acre parcel located just southeast of the intersection of Water Tank Rd. and Detour Rd, Haines City, Florida (**Figure 1**). The purpose of this investigation was to perform all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice to qualify for the innocent landowner defense with respect to the range of contaminants within the scope of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and petroleum products.

2.2 Scope of Services

Except for the limitations indicated in this report, the inspection and assessment process were conducted according to ASTM Standard E1527-13, "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process". The following report summarizes the findings obtained from a search of publicly available, practically reviewable, and reasonably ascertainable standard environmental record sources, physical setting sources, historical use information, and a walkover site inspection. This investigation specifically excluded the identification of wetland areas, endangered species, potential for sinkhole activity, asbestos-containing materials (ACMs) in any existing structures or improvements, radon gas levels and air quality.

2.3 Limitations and Exceptions

Limitations and exceptions to ASTM Standard E1527-13 during this investigation involved Historical Use Information and failure to interview. Historical aerial photographs were not "reasonably ascertainable" in 5-year increments dating back to the property's initial development or 1940 "whichever is earlier". However, based on our findings, it is the opinion of Ensouth that data failure in this case did not bias our final conclusions or recommendations in this project.

3.0 SITE DESCRIPTION

3.1 Location of Subject Property

The subject property encompasses 19.74 acres located just southeast of the intersection of Water Tank Rd. and Detour Rd, Haines City, Polk County, Florida. The site of investigation is situated in Section 15, Township 28 South, and Range 27 East.

3.2 Site and Vicinity Characteristics

The area is developed into agriculture acreage (citrus groves). All adjacent properties to the subject site are developed into citrus groves or improved pasture. The property to the north across Water Tank Rd. is a former citrus grove presently vacant of trees. The property to the south is former citrus grove that's been developed into improved pasture with cattle and horses. Both east and west adjacent properties are currently developed as citrus groves.

3.3 Site Improvements and Current Use

The target property was developed into a citrus grove before 1941 and is still citrus grove today. The only building structure observed during the walkover survey is an irrigation pump located on the west property line of the subject property.

4.0 RECORDS REVIEW

4.1 Standard Environmental Record Sources

Ensouth reviewed publicly available, reasonably ascertainable, and practically reviewable environmental information from the State of Florida Department of Environmental Protection (FDEP) and Federal Environmental Protection Agency (EPA) database regulatory files. Environmental Record Search, Inc. (ERS) provided the information, and their report is included as **Appendix B**. This information is necessary to identify any permitted domestic waste, solid waste, industrial waste, hazardous waste or substances, dredge and fill, non-point source pollution facilities, groundwater contaminated areas, dry cleaners, leaking underground petroleum storage tanks and registered petroleum storage tank locations in the vicinity of the subject property.

There were only two sites listed in the ERS report. One is an area of groundwater contamination (GWC-FL) and the other is a listing in the Source Water Assessment and Protection Program (SWAPP-FL). The GWC listing is a common occurrence in Florida where citrus production has been the predominant use of the property. Ethylene Dibromide, a primary constituent of pesticides used in grove operations, has been identified in water wells in the area. It is not known if the groundwater beneath the target property is contaminated but it should be noted that this designation could restrict the use of groundwater beneath the site or limit the ability to obtain a permit to install a water well on the property in the future. The SWAPP listing is not a concern.

4.2 Physical Setting Sources

The project site is located in Section 15, Township 28 South, and Range 27 East, in southern Haines City, Florida. The site is situated approximately 209 ft. above mean sea level. The area topography exhibits moderate relief, sloping toward the north, west and northwest (**Figure 2**). According to the USDA Soil Conservation Service information provided in the ERS Database Report, the shallow soils exhibited in the general vicinity of the subject property are excessively drained fine sands (Candler Sand).

4.3 Historical Use Information

The historical use of the subject property and adjoining properties were investigated through review of historical aerial photographs. Historical aerial photographs dating back to 1941 were reviewed

from the USDA Soil Conservation Service office, the Polk County Property Appraiser Office, and the Polk County Surveying and Mapping Department (**Appendix C**). The available aerial photographs are described as follows:

1941-1999 – The subject property appears developed into agricultural use (citrus grove). All adjacent properties are also developed into citrus grove. (**Figure 2**)

1999-2004 – The subject property appears the same. The adjacent property to the south has been developed from citrus grove into pasture. (**Figure 3**)

2004-present – The subject property and all adjacent properties appear the same.

In summary, it can be deduced from historical aerial photos that the subject property and surrounding properties, were first developed into agricultural acreage (Citrus Grove) prior to 1941. Between 1999-2004 the adjacent property to the south has developed from citrus grove into pasture. Ensouth found no evidence, through the review of historical aerial photographs, to indicate that the use of the property or adjacent properties, past or present, may have caused a significant adverse environmental impact to the target property.

4.4 Environmental Liens

ERS performed a survey of any Environmental Liens associated with the target property. According to their report (**Attachment D**) no Environmental Liens have been placed on the property.

5.0 SITE RECONNAISSANCE

A Recognized Environmental Condition (REC) is defined by ASTM as “the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater or surface water of the property”. The term includes hazardous substances or petroleum products even under conditions in compliance with laws. The term is not intended to include de minimis conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.

On November 3, 2021, a walkover/drive through inspection of the subject property and surrounding properties was conducted to identify any and all RECs associated with the subject property. A visual inspection including photo documentation (**Appendix E**) was performed of the property noting any condition or activity that might indicate an environmental impairment to the property.

No storage of chemicals, stained soil or stressed vegetation was observed during the walkover survey to indicate a possible chemical release or potential for release in or around any of the areas investigated. No dumping of trash or debris was indicated on the target property or immediately adjacent properties during this investigation. It is to be noted that oil staining was present around the irrigation pump in the pump house but is isolated to an impervious surface (concrete slab) the pump is mounted on. No staining was observed around or outside of the pump house.

6.0 SUMMARY OF FINDINGS

The information obtained during this investigation can be summarized as follows:

1. The property encompasses approximately 20 acres and is located southeast of the intersection of Water Tank Rd and Detour Rd.
2. The subject property was first developed into citrus prior to 1941 and has remained in citrus to the present day.
3. All adjacent properties were also first developed into agricultural acreage (Citrus Grove) during the same period. Today the adjacent property to the south was developed from citrus grove to pasture.
4. No visual sign of stained soil, stressed vegetation, improper storage, or improper disposal of any chemicals, including petroleum products, was observed, on the property or surrounding/adjacent properties, which might be suspected as causing or possessing the potential to cause an adverse environmental impact to the subject property. It is to be noted that oil staining was present around the irrigation pump in the pump house but is isolated to an impervious surface (concrete slab) the pump is mounted on. No staining was observed around or outside of the pump house. The pump is powered by overhead electricity.
5. According to the environmental database report, the target property is located within an area designated as an area of groundwater contamination with respect to EDB. This is considered an Activity and Use Limitation (AUL) as the use of the groundwater beneath the property may be limited or not permitted.

7.0 OPINIONS, CONCLUSIONS, AND RECOMMENDATIONS

Ensouth has performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E1527-13 for the Rubush C&C, LLC Parcel located southeast of the intersection of Water Tank Rd. and Detour Rd, Haines City, Polk County, Florida. Based on the findings and observations recorded during the Phase I ESA, it is Ensouth's opinion that there is no evidence of a "Recognized Environmental Condition", as strictly defined, in connection with the subject property. Further investigation does not appear warranted at this time. However, it should be pointed out that due to the designation of the site being located within an area of groundwater contamination, the use of groundwater beneath the site may be limited or not permitted.

8.0 WARRANTY

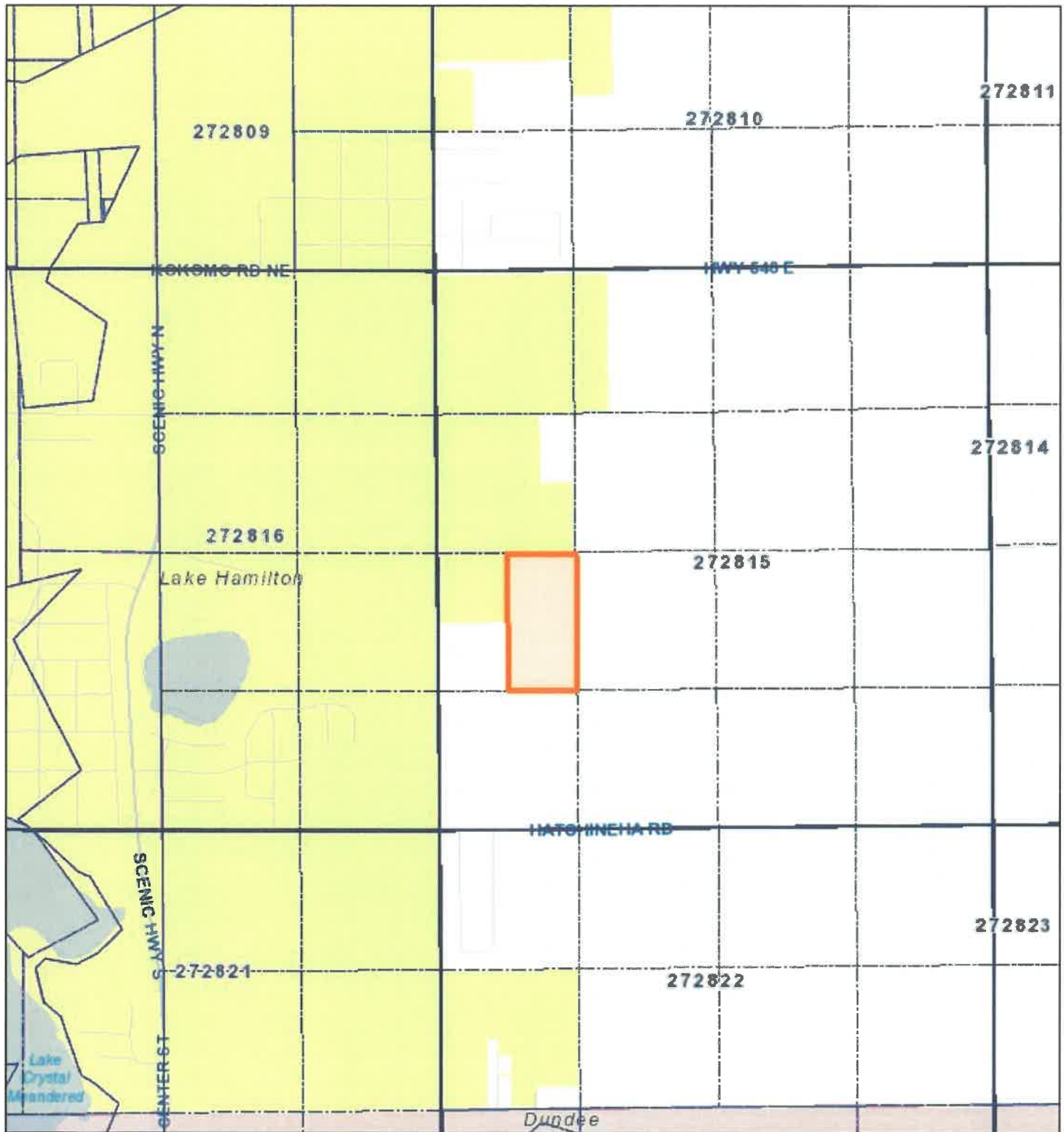
Ensouth warrants that the findings and conclusions contained herein were accomplished in general accordance with the methodologies set forth in the ASTM Standard E 1527-13 protocol. These methodologies are described by the Standard as representing good commercial and customary practice for conducting an Environmental Site Assessment of a parcel of property for the purpose of identifying recognized environmental conditions. However, these findings and conclusions contain all the limitations inherent in these methodologies which are presented in the Standard.

There is a possibility that even with proper application of these methodologies, conditions may exist on the property that could not be identified within the scope of the assessment or that were not reasonably identifiable from the available information. Ensouth believes that the information obtained from the records review and the interviews concerning the property is reliable. However, Ensouth cannot and does not warrant or guarantee that the information provided by these other sources is complete or accurate. The methodologies of this assessment are not intended to produce all inclusive or comprehensive results, but rather to provide our client with information regarding apparent suspicions of existing and potential adverse environmental conditions relating to the subject property. No other warranties are implied or expressed.

FIGURES

FIGURE 1

082



0 500 1,000 2,000 Feet

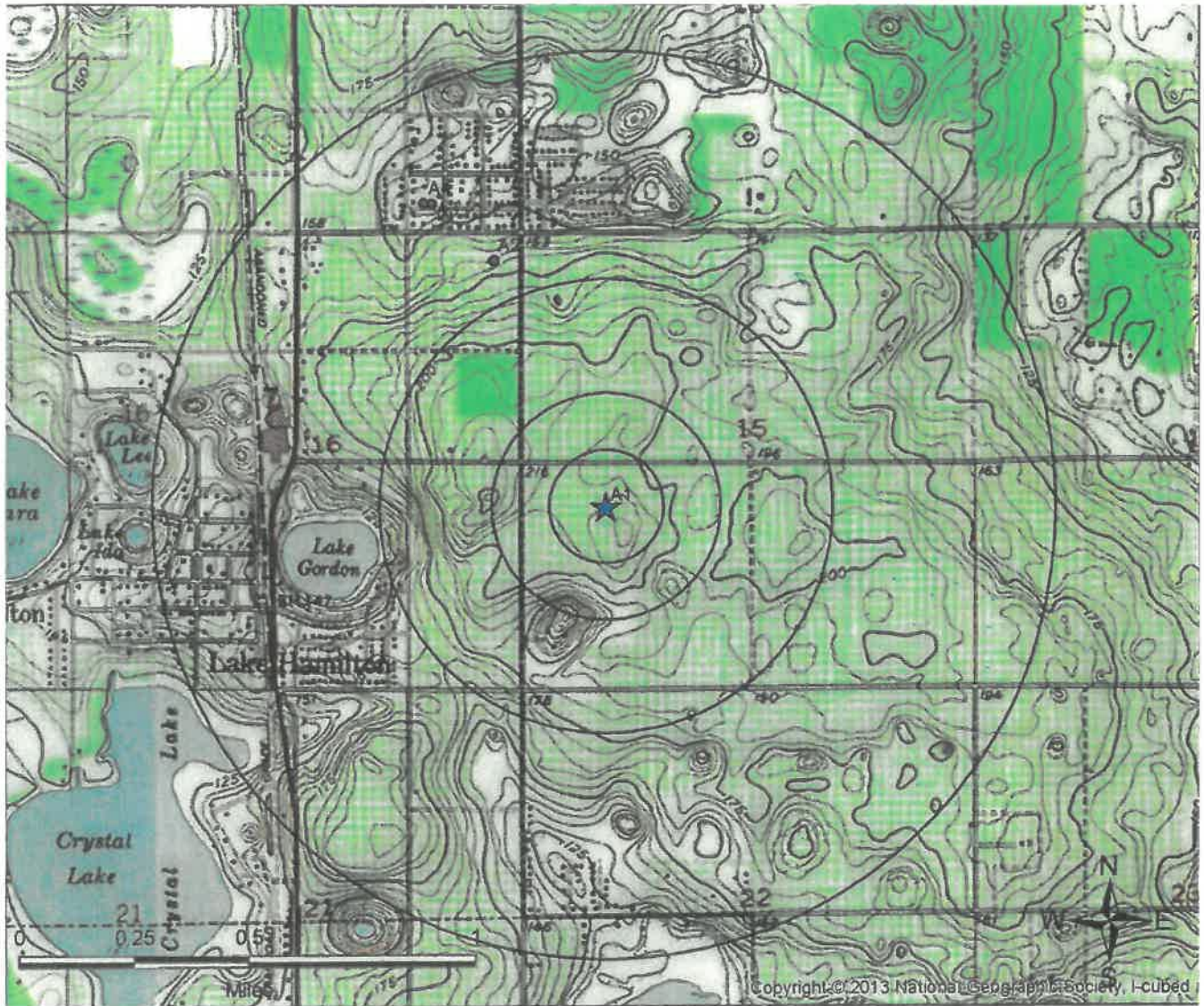
All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is".



Marsha M. Faux, CFA, ASA
Property Appraiser
Polk County, Florida

December 2, 2021





ROBUSH C&C, LLC
HAINES CITY, FLORIDA

AREA TOPOGRAPHY

APPENDIX A

Environmental Professional Statement of Qualifications

David M. Poe, P.G.**Education**

1983-1986 University of Georgia, Athens, Georgia
M.S. Geology

1978-1982 University of Florida, Gainesville, Florida
B.S. Geology

Professional Experience**1999- Present**

President, Chief Operating Officer, Quality Assurance Officer
Envirosouth Technologies, Inc.
Lakeland, Florida

State Certified Petroleum Cleanup Contractor #547. Assessment and remediation of petroleum and non petroleum contaminated sites. Phase I and II Environmental Site Assessments. Storm water management structure evaluation and certification. Water consumptive use permits. Wetland surveys. Endangered and threatened species surveys.

1988-1999

Branch Manager
Omega Environmental Services
Lakeland, Florida

Assets and operations manager of the Florida branch office of a national environmental firm that primarily focused on petroleum cleanup projects most often associated with state funded programs (1994-1999). Served as senior project manager responsible for the assessment and remediation of over 100 petroleum cleanup sites throughout Florida and south Georgia. Consulting activities also included environmental site assessments for property transactions, mine reserve evaluations (limestone and fuellers earths), storm water management permits, water consumptive use permits, wetland monitoring reports and the assessment and remediation of sites contaminated by solvents, alcohols, pesticides and other non-petroleum base compounds (1988-1994).

1986-1988**Geologist II**

Department of Natural Resources, Bureau of Geology, Oil and Gas Section
Ft. Myers, Florida

Responsible for permitting oil and gas test wells and other activities associated with the exploration of oil and gas in south Florida. Performed site supervision during casing cement jobs and well abandonment activities to protect vital water bearing zones. Performed permit compliance inspections at producing well fields and ongoing exploration projects. Performed site supervision at cleanup sites as a result of crude oil or brine water spills.



Professional Certifications and Affiliations

- Professional Geologist, State of Florida (License No. 1236)
- Professional Geologist, State of Georgia (License No. 1430)
- Professional Geologist, State of Alabama (License No. 803)
- Certified Florida Environmental Assessor (Certification No. 192)
- National Registered Environmental Professional (No. 5836)
- Florida Association of Professional Geologists
- Geological Society of America
- Clay Mineralogy
- Southeastern Geological Society
- National Water Well Association
- Florida Environmental Assessors Association

APPENDIX B

ERS Environmental Database Report



RecCheck

The Standard for ASTM/AAI Radius Searches

(One Mile Environmental Records Search, Exceeds ASTM 1527/1528 and EPA AII Appropriate Inquiry)

Report Results

REPORT RESULTS



Site Location:

0 Water Tank Rd
Haines City, FL 33844
(N 28-2-47, W 81-36-31) NAD83

Client:

Envirosouth Technologies

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EXECUTIVE SUMMARY

INFORMATION ON THE REQUESTED LOCATION

Site Address:	0 Water Tank Rd Haines City, FL 33844
Client Project Name/Number:	Rubush CC, LLC ENVS2401
Coordinates:	N 28-2-47, W 81-36-31 (NAD 83) 28.046415, -81.6086008
Date of Report	November 16, 2021
ERS Project Number:	2104757919
Subject Site Listed on the following lists:	GWC-FL
Subject Site Listed as Map ID#:	A1 (Click here for details)
USGS 7.5 Minute Quad Map:	Dundee (Date Unavailable)
Subject Site Located within a Potential Area of Concern:	Yes Map ID: A1 Map: 7
Township, Section and Range:	Township: 28S Range: 27E Section: 15
Site Elevation: (feet above or below (-) mean sea level)	209
Flood Zone: (Digital Flood Insurance Rate Maps - DFIRMs) Only available digital data is provided	Panel: 12105C0390G, Effective Date: 12/22/2016 Electronic Flood Zone information is not available. Check www.FEMA.gov for map.
Fire Insurance Map Coverage:	There may be coverage of your site.
Radon Information:	EPA Radon Zone: 2 (Predicted avg for county: 2 to 4 pCi/L) For zip code 33844: Number of tests per zip code: 7 Number of tests where radon is > 4 pCi/L: 0 Percentage of test where radon is > 4 pCi/L: 0% Other Information: Not Reported

Search Radius Expansion Size: (In Miles)	0
Soil Type: (USDA Soil Survey Geographic Database) (SSURGO)	Map Unit Name: Candler sand, 0 to 5 percent slopes Map Unit Type: Consociation Drainage Class - Dominant Condition: Excessively drained General Information: Hyperthermic, uncoated Lamellic Quartzipsamments Top 3 Map Unit Components are below (if available): Component Name: Tavares, Millhopper, Candler Component Percentage: 5%, 5%, 90% Hydric: No, No, No
Zip Codes Searched for "Un-Mappable" Sites:	Not Researched
Occurrence Count:	4

SUMMARY OF OCCURRENCES

MAP ID	ID/SITE NAME	ADDRESS	DATABASE	STATUS	DISTANCE (MILES)	ELEV DIFF (FEET)
A1 Maps: 1	180 Site Name Not Reported	Not Reported by Agency	GWC-FL	Listed	Subject Site is within Potential Area of Concern	N/A
A2 Maps: 1	188 Site Name Not Reported	Not Reported by Agency	GWC-FL	Listed	0.6 NW	N/A
A3 Maps: 1	8791 Floridan Aquifer	Not Reported by Agency	SWAPP-FL	Listed	0.77 NW	N/A
A4 Maps: 1	8792 Floridan Aquifer	Not Reported by Agency	SWAPP-FL	Listed	0.78 NW	N/A

POTENTIAL AREAS OF CONCERN/CONTAMINATION SUMMARY

DATABASE SEARCHED	SUBJECT SITE WITHIN POTENTIAL AREA OF CONCERN	AREAS FOUND WITHIN 1-MILE RADIUS
Brownfield-FL	No	0
HillsboroughLF-FL	No	0
NPL-R4-US	No	0
SWAPP-FL	No	2
MiamiDadeLF-FL	No	0
GWC-FL	Yes (MAP ID: A1)	2
Military-Bases-US	No	0
South-East-CoalAsh-SC	No	0

DATABASE OCCURRENCE SUMMARY

HIGH RISK* OCCURRENCES IDENTIFIED IN REQUESTED SEARCH RADIUS		
DATABASE SEARCHED	DISTANCE SEARCHED (MILES)	HIGH RISK OCCURRENCES FOUND
CERCLIS-US	0.5	0
CF-FL	0.5	0
LUST-Open-FL	0.5	0
NPL-US	1	0
Proposed-NPL-US	1	0
SAA-Agreements-US	1	0
SFA-FL	0.5	0
Tribal-LUST-Open-Reg10	0.5	0
Tribal-LUST-Open-Reg4	0.5	0
Tribal-LUST-Open-Reg9	0.5	0
Tribal-LUST-Reg7	0.5	0
VCP-Open-FL	0.5	0

* For the purposes of this report, "high risk" occurrences are those that have known contamination and have not received a "case closed" or "no further action" status from the agency that maintains the records.

ASTM/AAI STANDARD RECORD SOURCES SUMMARY

STANDARD ENVIRONMENTAL RECORD SOURCES	ASTM MIN. SEARCH DIST. / ERS SEARCH DIST. (MILES)	ERS DATABASE NAME	TOTAL LISTINGS	MAP ID #'S
Federal NPL site list	1.0 / 1.0	NPL-US	0	None Listed
		Proposed-NPL-US	0	None Listed
Federal Delisted NPL site list	0.5 / 1.0	Delisted-NPL-US	0	None Listed
Federal CERCLIS list	0.5 / 0.5	CERCLIS-US	0	None Listed
Federal CERCLIS NFRAP site list	0.5 / 0.5	CERCLIS-Archived-US	0	None Listed
Federal RCRA CORRACTS facilities list	1.0 / 1.0	RCRA-COR-US	0	None Listed

Federal RCRA non-CORRACTS TSD facilities list	0.5 / 0.5	RCRA-TSDF-US	0	None Listed
Federal RCRA generators list	Property and adjoining properties / 0.25	RCRA-CESQG-US	0	None Listed
		RCRA-LQG-US	0	None Listed
		RCRA-NON-US	0	None Listed
		RCRA-SQG-US	0	None Listed
Federal Inst/Eng control registries	Property Only / 0.25	Controls-RCRA-US	0	None Listed
		Controls-US	0	None Listed
		Hist-US-EC	0	None Listed
		Hist-US-IC	0	None Listed
		LIENS-US	0	None Listed
Federal ERNS list	Property Only / 0.0625	ERNS-US	0	None Listed
State and Tribal-Equivalent NPL	1.0 / 1.0	HWS-FL	0	None Listed
State and Tribal-Equivalent CERCLIS	0.5 / 0.5	CF-FL	0	None Listed
		Del-HWS-FL	0	None Listed
State and Tribal landfill and/or solid waste disposal sites	0.5 / 0.5	County-Landfills-FL	0	None Listed
		Debris-US	0	None Listed
		Hist-Dumps-US	0	None Listed
		Hist-SWF-FL	0	None Listed
		SWF-FL	0	None Listed
		SWLF-US	0	None Listed
		Tribal-ODI-US	0	None Listed
		LUST-Closed-FL	0	None Listed
State and Tribal Leaking Storage Tank Lists	0.5 / 0.5	LUST-Open-FL	0	None Listed
		LUST-Other-FL	0	None Listed
		Tribal-LUST-Closed-Reg4	0	None Listed
		Tribal-LUST-Closed-Reg9	0	None Listed
		Tribal-LUST-Open-Reg10	0	None Listed
		Tribal-LUST-Open-Reg4	0	None Listed
		Tribal-LUST-Open-Reg9	0	None Listed
		Tribal-LUST-Reg1	0	None Listed
		Tribal-LUST-Reg7	0	None Listed
		AST2-FL	0	None Listed
State and Tribal Registered Storage Tank Lists	Property and adjoining properties / 0.25	AST-FL	0	None Listed
		County-AST-FL	0	None Listed
		County-UST-FL	0	None Listed

		FEMA-UST-US	0	None Listed
		FFTANKS-FL	0	None Listed
		STF-FL	0	None Listed
		Tribal-UST-Reg1	0	None Listed
		Tribal-UST-Reg10	0	None Listed
		Tribal-UST-Reg4	0	None Listed
		Tribal-UST-Reg7	0	None Listed
		Tribal-UST-Reg9	0	None Listed
		UST2-FL	0	None Listed
		UST-FL	0	None Listed
		Controls-FL	0	None Listed
State and Tribal Inst/Eng Control Registries	Property Only / 0.5	Hist-ICR-FL	0	None Listed
State and Tribal Voluntary Cleanup Sites	0.5 / 0.5	Tribal-VCP-US	0	None Listed
		VCP-FL	0	None Listed
		VCP-Open-FL	0	None Listed
State and Tribal Brownfield Sites	0.5 / 0.5	BF-FL	0	None Listed
		BF-Tribal-US	0	None Listed

FEDERAL ASTM/AAI DATABASES							
DATABASE SEARCHED	DISTANCE SEARCHED	SUBJECT SITE	0.125 MILES	0.25 MILES	0.5 MILES	1.0 MILES	TOTAL
BF-Tribal-US	0.5	0	0	0	0	-	0
BF-US	0.5	0	0	0	0	-	0
CERCLIS-Archived-US	0.5	0	0	0	0	-	0
CERCLIS-US	0.5	0	0	0	0	-	0
Controls-RCRA-US	0.5	0	0	0	0	-	0
Controls-US	0.5	0	0	0	0	-	0
Debris-US	0.5	0	0	0	0	-	0
Delisted-NPL-US	1	0	0	0	0	0	0
ERNS-US	0.0625	0	0	-	-	-	0
FEMA-UST-US	0.25	0	0	0	-	-	0
FTTS-ENF-US	0.25	0	0	0	-	-	0
Hist-Dumps-US	0.5	0	0	0	0	-	0
Hist-US-EC	0.5	0	0	0	0	-	0
Hist-US-IC	0.5	0	0	0	0	-	0
HMIS-US	0.0625	0	0	-	-	-	0
LIENS-US	0.0625	0	0	-	-	-	0
NPL-US	1	0	0	0	0	0	0
PADS-US	0.0625	0	0	-	-	-	0
PCB-US	0.25	0	0	0	-	-	0
Proposed-NPL-US	1	0	0	0	0	0	0
RCRA-CESQG-US	0.25	0	0	0	-	-	0
RCRA-COR-US	1	0	0	0	0	0	0
RCRA-LQG-US	0.25	0	0	0	-	-	0
RCRA-NON-US	0.25	0	0	0	-	-	0
RCRA-SQG-US	0.25	0	0	0	-	-	0
RCRA-TSDF-US	0.5	0	0	0	0	-	0
SAA-Agreements-US	1	0	0	0	0	0	0
SWLF-US	0.5	0	0	0	0	-	0
Tribal-LUST-Closed-Reg4	0.5	0	0	0	0	-	0
Tribal-LUST-Closed-Reg9	0.5	0	0	0	0	-	0
Tribal-LUST-Open-Reg10	0.5	0	0	0	0	-	0

FEDERAL ASTM/AAI DATABASES

DATABASE SEARCHED	DISTANCE SEARCHED	SUBJECT SITE	0.125 MILES	0.25 MILES	0.5 MILES	1.0 MILES	TOTAL
Tribal-LUST-Open-Reg4	0.5	0	0	0	0	-	0
Tribal-LUST-Open-Reg9	0.5	0	0	0	0	-	0
Tribal-LUST-Reg1	0.5	0	0	0	0	-	0
Tribal-LUST-Reg7	0.5	0	0	0	0	-	0
Tribal-ODI-US	0.5	0	0	0	0	-	0
Tribal-UST-Reg1	0.25	0	0	0	-	-	0
Tribal-UST-Reg10	0.25	0	0	0	-	-	0
Tribal-UST-Reg4	0.25	0	0	0	-	-	0
Tribal-UST-Reg7	0.25	0	0	0	-	-	0
Tribal-UST-Reg9	0.25	0	0	0	-	-	0
Tribal-VCP-US	0.5	0	0	0	0	-	0

STATE ASTM/AAI DATABASES

DATABASE SEARCHED	DISTANCE SEARCHED	SUBJECT SITE	0.125 MILES	0.25 MILES	0.5 MILES	1.0 MILES	TOTAL
AST2-FL	0.25	0	0	0	-	-	0
AST-FL	0.25	0	0	0	-	-	0
BF-FL	0.5	0	0	0	0	-	0
CF-FL	0.5	0	0	0	0	-	0
Controls-FL	0.5	0	0	0	0	-	0
County-AST-FL	0.25	0	0	0	-	-	0
County-Landfills-FL	0.5	0	0	0	0	-	0
County-Others-FL	0.25	0	0	0	-	-	0
County-UST-FL	0.25	0	0	0	-	-	0
Del-HWS-FL	0.5	0	0	0	0	-	0
ENF-Tanks-FL	0.25	0	0	0	-	-	0
FFTANKS-FL	0.25	0	0	0	-	-	0
Hist-ENF-Tanks-FL	0.25	0	0	0	-	-	0
Hist-ICR-FL	0.5	0	0	0	0	-	0
Hist-SWF-FL	0.5	0	0	0	0	-	0
HWM-FL	0.25	0	0	0	-	-	0
HWS-FL	1	0	0	0	0	0	0
LUST-Closed-FL	0.5	0	0	0	0	-	0
LUST-Open-FL	0.5	0	0	0	0	-	0
LUST-Other-FL	0.5	0	0	0	0	-	0
Manifest2-RI	0.0625	0	0	-	-	-	0
Resp-Closed-FL	0.5	0	0	0	0	-	0
Resp-FL	0.5	0	0	0	0	-	0
SFA-FL	0.5	0	0	0	0	-	0
Spills-FL	0.0625	0	0	-	-	-	0
STP-FL	0.25	0	0	0	-	-	0
SWF-FL	0.5	0	0	0	0	-	0
SWRCY-FL	0.5	0	0	0	0	-	0
UST2-FL	0.25	0	0	0	-	-	0
UST-FL	0.25	0	0	0	-	-	0
VCP-FL	0.5	0	0	0	0	-	0
VCP-Open-FL	0.5	0	0	0	0	-	0
WTC-FL	0.5	0	0	0	0	-	0
WTP-FL	0.5	0	0	0	0	-	0

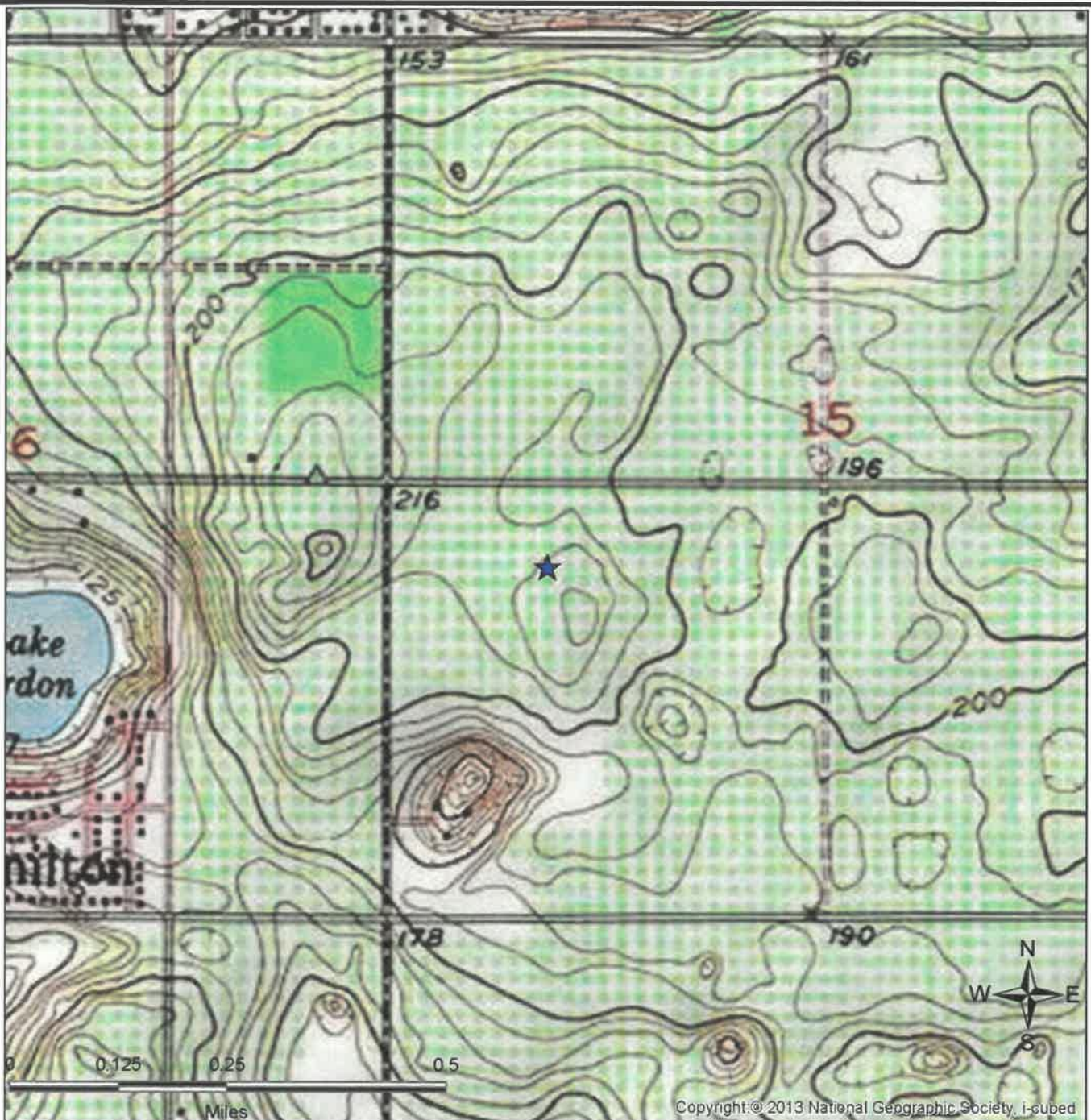
SUPPLEMENTAL DATABASES

DATABASE SEARCHED	DISTANCE SEARCHED	SUBJECT SITE	0.125 MILES	0.25 MILES	0.5 MILES	1.0 MILES	TOTAL
Air-Active-FL	0.25	0	0	0	-	-	0
BioFuel-US	0.25	0	0	0	-	-	0
CDL-US	0.0625	0	0	-	-	-	0
CDV-FL	0.25	0	0	0	-	-	0
Coal-Ash-Dams-US	0.5	0	0	0	0	-	0
Coal-Ash-FL	0.5	0	0	0	0	-	0
County-WM-FL	0.25	0	0	0	-	-	0
DCF-Closed-FL	0.25	0	0	0	-	-	0
DCF-Open-FL	0.25	0	0	0	-	-	0
DCF-PRL-FL	0.25	0	0	0	-	-	0
DCF-SRCO-FL	0.25	0	0	0	-	-	0
DCF-TSK-FL	0.25	0	0	0	-	-	0
DEDB-FL	0.25	0	0	0	-	-	0
EGRID-US	0.5	0	0	0	0	-	0
EPA-Watch-List-US	0.25	0	0	0	-	-	0
FA-HW-FL	0.0625	0	0	-	-	-	0
FA-HW-US	0.0625	0	0	-	-	-	0
FA-SW-FL	0.0625	0	0	-	-	-	0
FA-TANKS-FL	0.0625	0	0	-	-	-	0
FRS-US	0.0625	0	0	-	-	-	0
FTTS-INSP-US	0.0625	0	0	-	-	-	0
FUDS-US	1	0	0	0	0	0	0
FUSRAP-US	0.25	0	0	0	-	-	0
Hist-AFS2-US	0.25	0	0	0	-	-	0
Hist-AFS-US	0.25	0	0	0	-	-	0
Hist-CERCLIS-NFRAP-US	0.25	0	0	0	-	-	0
Hist-CERCLIS-US	0.25	0	0	0	-	-	0
Hist-DCF-FL	0.25	0	0	0	-	-	0
Hist-ERNS-US	0.0625	0	0	-	-	-	0
Hist-FIFRA-US	0.25	0	0	0	-	-	0
Hist-FINDS-US	0.0625	0	0	-	-	-	0
Hist-FL	0.0625	0	0	-	-	-	0
Hist-LUST-FL	0.25	0	0	0	-	-	0
Hist-Mines-FL	0.0625	0	0	-	-	-	0
HIST-MLTS-US	0.25	0	0	0	-	-	0
Hist-NPL-US	0.25	0	0	0	-	-	0
HIST-OGW-FL	0.0625	0	0	-	-	-	0
Hist-RCRIS-US	0.25	0	0	0	-	-	0
Hist-SFA-FL	0.25	0	0	0	-	-	0
Hist-SLS-FL	0.25	0	0	0	-	-	0
Hist-SPILLS-FL	0.25	0	0	0	-	-	0
Hist-SWLF-FL	0.25	0	0	0	-	-	0
Hist-Tanks-FL	0.25	0	0	0	-	-	0
Hist-TRIS-US	0.25	0	0	0	-	-	0
Hist-US	0.0625	0	0	-	-	-	0
Hist-USGS-WaterWells-FL	0.0625	0	0	-	-	-	0
Hist-WaterWells-US	0.0625	0	0	-	-	-	0
HWT-FL	0.25	0	0	0	-	-	0
ICIS-Air-US	0.0625	0	0	-	-	-	0
ICIS-FEC-US	0.0625	0	0	-	-	-	0
ICIS-NPDES-US	0.0625	0	0	-	-	-	0
Lead-Smelter-2-US	0.25	0	0	0	-	-	0
Lead-US	0.25	0	0	0	-	-	0
LMOP-US	0.5	0	0	0	0	-	0
Mer-Handlers-FL	0.25	0	0	0	-	-	0
MINES-US	0.0625	0	0	-	-	-	0
MLTS-US	0.0625	0	0	-	-	-	0

SUPPLEMENTAL DATABASES							
DATABASE SEARCHED	DISTANCE SEARCHED	SUBJECT SITE	0.125 MILES	0.25 MILES	0.5 MILES	1.0 MILES	TOTAL
MRDS-US	0.25	0	0	0	-	-	0
NOV-Tanks-FL	0.25	0	0	0	-	-	0
NPDES-FL	0.0625	0	0	-	-	-	0
OGW-FL	0.0625	0	0	-	-	-	0
PCS-US	0.25	0	0	0	-	-	0
PWS-FL	0.0625	0	0	-	-	-	0
PWS-Tanks-FL	0.25	0	0	0	-	-	0
PWS-Wells-FL	0.0625	0	0	-	-	-	0
PWT-FL	0.25	0	0	0	-	-	0
RADINFO-US	0.0625	0	0	-	-	-	0
RFG-Lab-US	0.25	0	0	0	-	-	0
RMP-US	0.0625	0	0	-	-	-	0
ROD-US	0.5	0	0	0	0	-	0
SDWIS-US	0.25	0	0	0	-	-	0
Sinkholes-FL	0.25	0	0	0	-	-	0
SSTS-US	0.0625	0	0	-	-	-	0
storet-fl	0.0625	0	0	-	-	-	0
TierII-FL	0.25	0	0	0	-	-	0
Tribal-Air-US	0.25	0	0	0	-	-	0
TRIS2000-US	0.0625	0	0	-	-	-	0
TRIS2010-US	0.0625	0	0	-	-	-	0
TRIS80-US	0.0625	0	0	-	-	-	0
TRIS90-US	0.0625	0	0	-	-	-	0
TSCA-US	0.0625	0	0	-	-	-	0
UIC-FL	0.0625	0	0	-	-	-	0
UMTRA-US	0.0625	0	0	-	-	-	0
USGS-Waterwells-US	0.0625	0	0	-	-	-	0
Vapor-Intrusions-US	0.5	0	0	0	0	-	0
Wastewater-FL	0.25	0	0	0	-	-	0
WMS-FL	0.0625	0	0	-	-	-	0

PROPRIETARY HISTORIC DATABASES							
DATABASE SEARCHED	DISTANCE SEARCHED	SUBJECT SITE	0.125 MILES	0.25 MILES	0.5 MILES	1.0 MILES	TOTAL
Hist-Agriculture	0.0625	0	0	-	-	-	0
Hist-Auto Dealers	0.0625	0	0	-	-	-	0
Hist-Auto Repair	0.25	0	0	0	-	-	0
Hist-Chemical Manufacturing	0.0625	0	0	-	-	-	0
Hist-Chemical-Storage	0.0625	0	0	-	-	-	0
Hist-Cleaners	0.25	0	0	0	-	-	0
Hist-Convenience	0.0625	0	0	-	-	-	0
Hist-Disposal-Recycle	0.0625	0	0	-	-	-	0
Hist-Food-Processors	0.0625	0	0	-	-	-	0
Hist-Gun-Ranges	0.0625	0	0	-	-	-	0
Hist-Machine Shop	0.0625	0	0	-	-	-	0
Hist-Manufacturing	0.0625	0	0	-	-	-	0
Hist-Metal Plating	0.0625	0	0	-	-	-	0
Hist-Mining	0.0625	0	0	-	-	-	0
Hist-Mortuaries	0.0625	0	0	-	-	-	0
Hist-Oil-Gas	0.0625	0	0	-	-	-	0
Hist-OilGas-Refiners	0.0625	0	0	-	-	-	0
Hist-Other	0.0625	0	0	-	-	-	0
Hist-Paint-Stores	0.0625	0	0	-	-	-	0

PROPRIETARY HISTORIC DATABASES							
DATABASE SEARCHED	DISTANCE SEARCHED	SUBJECT SITE	0.125 MILES	0.25 MILES	0.5 MILES	1.0 MILES	TOTAL
Hist-Petroleum	0.0625	0	0	-	-	-	0
Hist-Post-Offices	0.0625	0	0	-	-	-	0
Hist-Printers	0.0625	0	0	-	-	-	0
Hist-Rental	0.0625	0	0	-	-	-	0
Hist-RV-Dealers	0.0625	0	0	-	-	-	0
Hist-Salvage	0.0625	0	0	-	-	-	0
Hist-Service Stations	0.25	0	0	0	-	-	0
Hist-Steel-Metals	0.0625	0	0	-	-	-	0
Hist-Textile	0.0625	0	0	-	-	-	0
Hist-Transportation	0.0625	0	0	-	-	-	0
Hist-Trucking	0.0625	0	0	-	-	-	0
Hist-Vehicle-Parts	0.0625	0	0	-	-	-	0
Hist-Vehicle-Washing	0.0625	0	0	-	-	-	0



SITE LOCATION TOPOGRAPHIC MAP

U.S. Geological Survey. Dundee (Date Unavailable) Quadrangle, 7.5 Minute Series

Envirosouth Technologies

0 Water Tank Rd
Haines City, FL 33844

FIGURE: 1
JOB: ENVS2401
DATE: 11/16/2021



SITE LOCATION MAP

Envirosouth Technologies

 0 Water Tank Rd
 Haines City, FL 33844

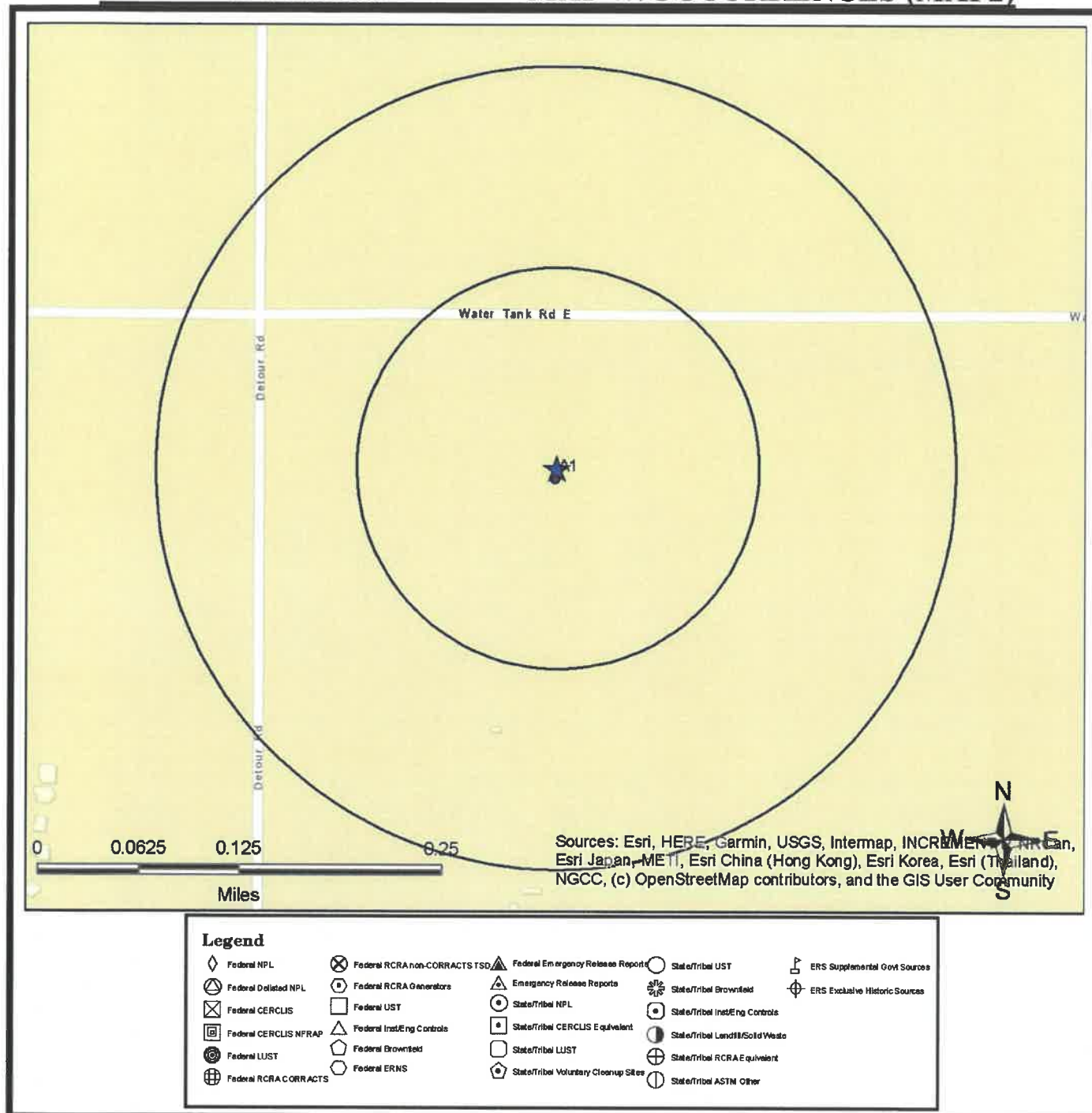
 FIGURE: 2
 JOB: ENV2401
 DATE: 11/16/2021

1-MILE RADIUS STREET MAP W/OCCURRENCES (MAP1)



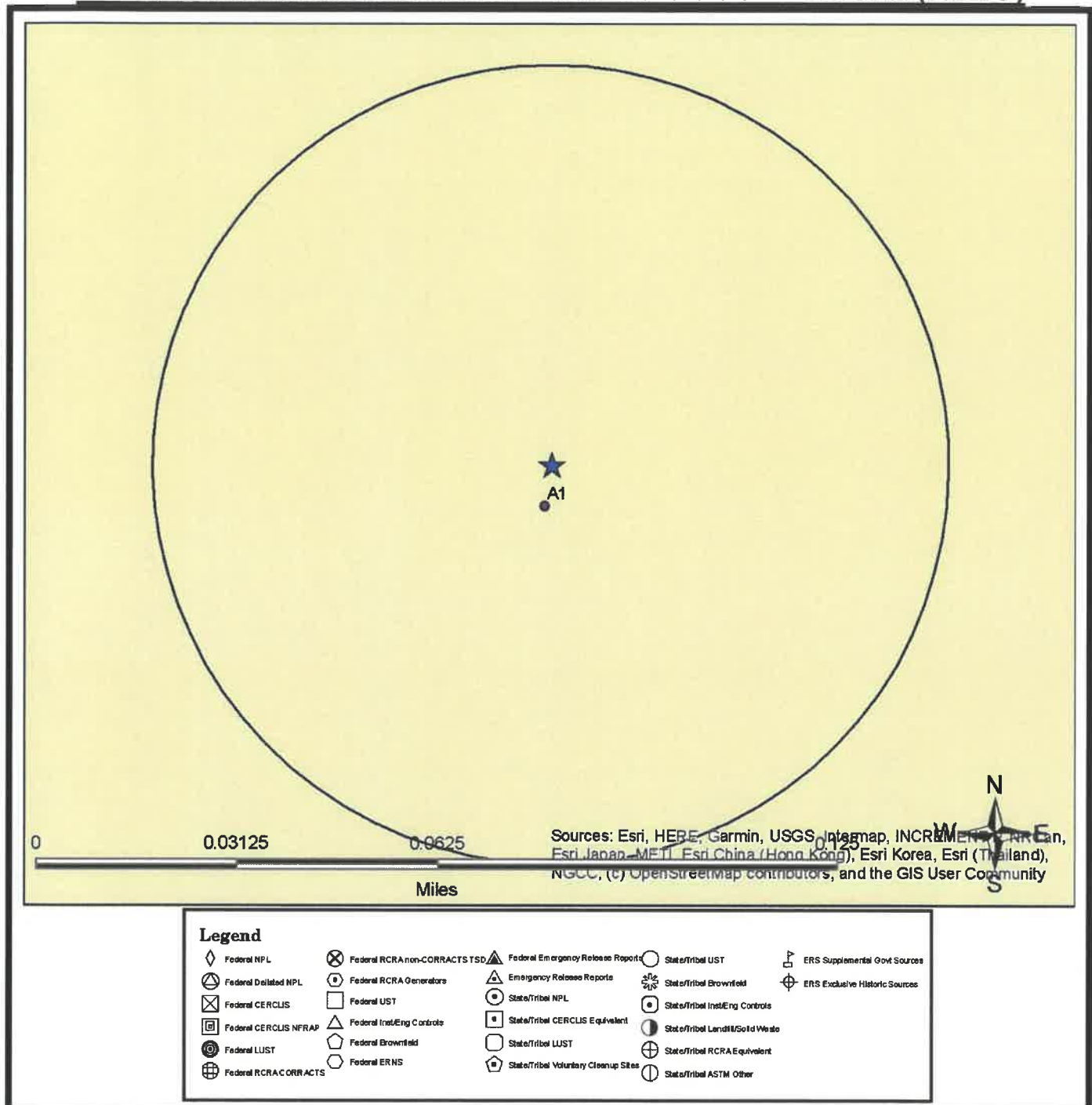
All plotted occurrences represent approximate locations based on geographic information provided by the respective agency. Actual locations may vary due to numerous reasons such as: the size of the property, accuracy of the provided location, accuracy of the software used to determine the location, etc. Occurrences are shown in three colors to give a visual indication of the potential risk of the listed occurrence based on the type of list and the current status of the occurrence. Occurrences shown in **RED** are locations with known contamination that have not received a "case closed" or "no further action" status. Occurrences shown in **YELLOW** have been listed by the respective agency, but do not always represent an environmental risk. The detailed status information and description of the listing should be reviewed for further information. Occurrences shown in **GREEN** are occurrences that have active permits or have had contamination in the past but have received a "case closed" or "no further action" status and therefore, do not likely present an environmental risk.

0.25-MILE RADIUS STREET MAP W/OCCURRENCES (MAP2)



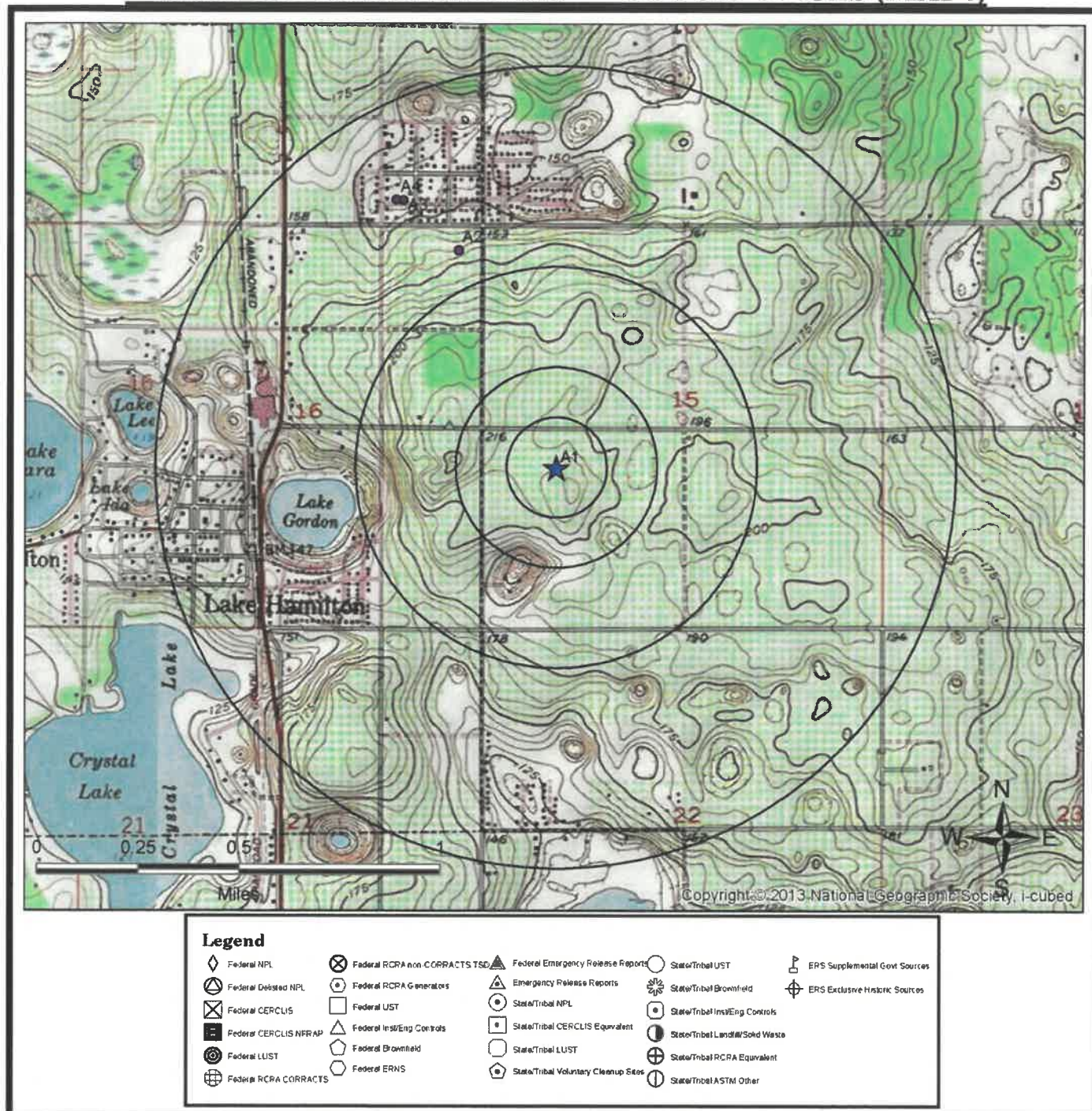
All plotted occurrences represent approximate locations based on geographic information provided by the respective agency. Actual locations may vary due to numerous reasons such as: the size of the property, accuracy of the provided location, accuracy of the software used to determine the location, etc. Occurrences are shown in three colors to give a visual indication of the potential risk of the listed occurrence based on the type of list and the current status of the occurrence. Occurrences shown in **RED** are locations with known contamination that have not received a "case closed" or "no further action" status. Occurrences shown in **YELLOW** have been listed by the respective agency, but do not always represent an environmental risk. The detailed status information and description of the listing should be reviewed for further information. Occurrences shown in **GREEN** are occurrences that have active permits or have had contamination in the past but have received a "case closed" or "no further action" status and therefore, do not likely present an environmental risk.

0.0625-MILE RADIUS STREET MAP W/ OCCURRENCES (MAP3)



All plotted occurrences represent approximate locations based on geographic information provided by the respective agency. Actual locations may vary due to numerous reasons such as: the size of the property, accuracy of the provided location, accuracy of the software used to determine the location, etc. Occurrences are shown in three colors to give a visual indication of the potential risk of the listed occurrence based on the type of list and the current status of the occurrence. Occurrences shown in **RED** are locations with known contamination that have not received a "case closed" or "no further action" status. Occurrences shown in **YELLOW** have been listed by the respective agency, but do not always represent an environmental risk. The detailed status information and description of the listing should be reviewed for further information. Occurrences shown in **GREEN** are occurrences that have active permits or have had contamination in the past but have received a "case closed" or "no further action" status and therefore, do not likely present an environmental risk.

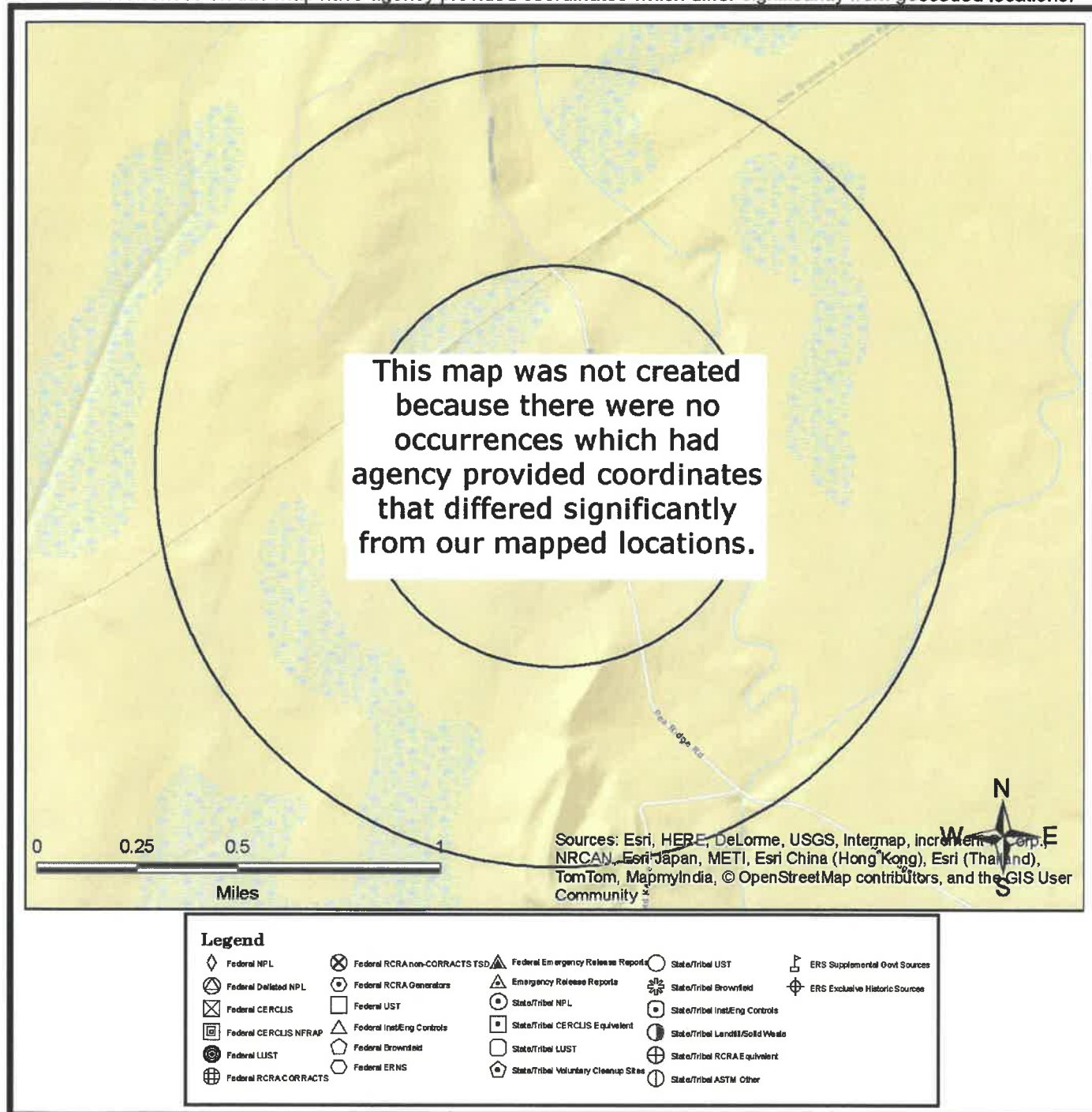
1-MILE TOPOGRAPHIC MAP W/OCCURRENCES (MAP4)



All plotted occurrences represent approximate locations based on geographic information provided by the respective agency. Actual locations may vary due to numerous reasons such as: the size of the property, accuracy of the provided location, accuracy of the software used to determine the location, etc. Occurrences are shown in three colors to give a visual indication of the potential risk of the listed occurrence based on the type of list and the current status of the occurrence. Occurrences shown in **RED** are locations with known contamination that have not received a "case closed" or "no further action" status. Occurrences shown in **YELLOW** have been listed by the respective agency, but do not always represent an environmental risk. The detailed status information and description of the listing should be reviewed for further information. Occurrences shown in **GREEN** are occurrences that have active permits or have had contamination in the past but have received a "case closed" or "no further action" status and therefore, do not likely present an environmental risk.

AGENCY DIFFERENCES IN MAPPED LOCATIONS (MAP5)

Note: Occurrences on this map have agency provided coordinates which differ significantly from geocoded locations.

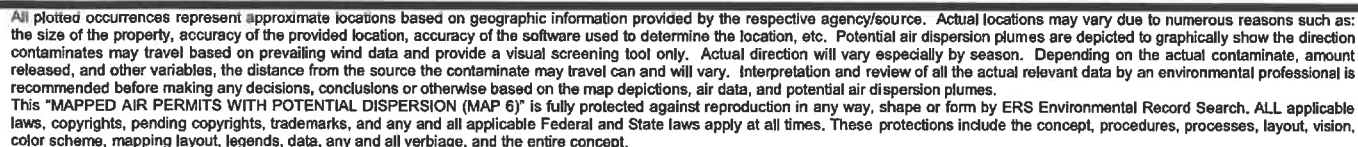


This "AGENCY DIFFERENCES IN MAPPED LOCATIONS (MAP 4)" is fully protected against reproduction in any way, shape or form by ERS Environmental Record Search. ALL applicable laws, copyrights, pending copyrights, trademarks, and any and all applicable Federal and State laws apply at all times. These protections include the concept, procedures, processes, layout, vision, color scheme, mapping layout, legends, data, any and all verbiage, and the entire concept.

SUMMARY OF AGENCY DIFFERENCES

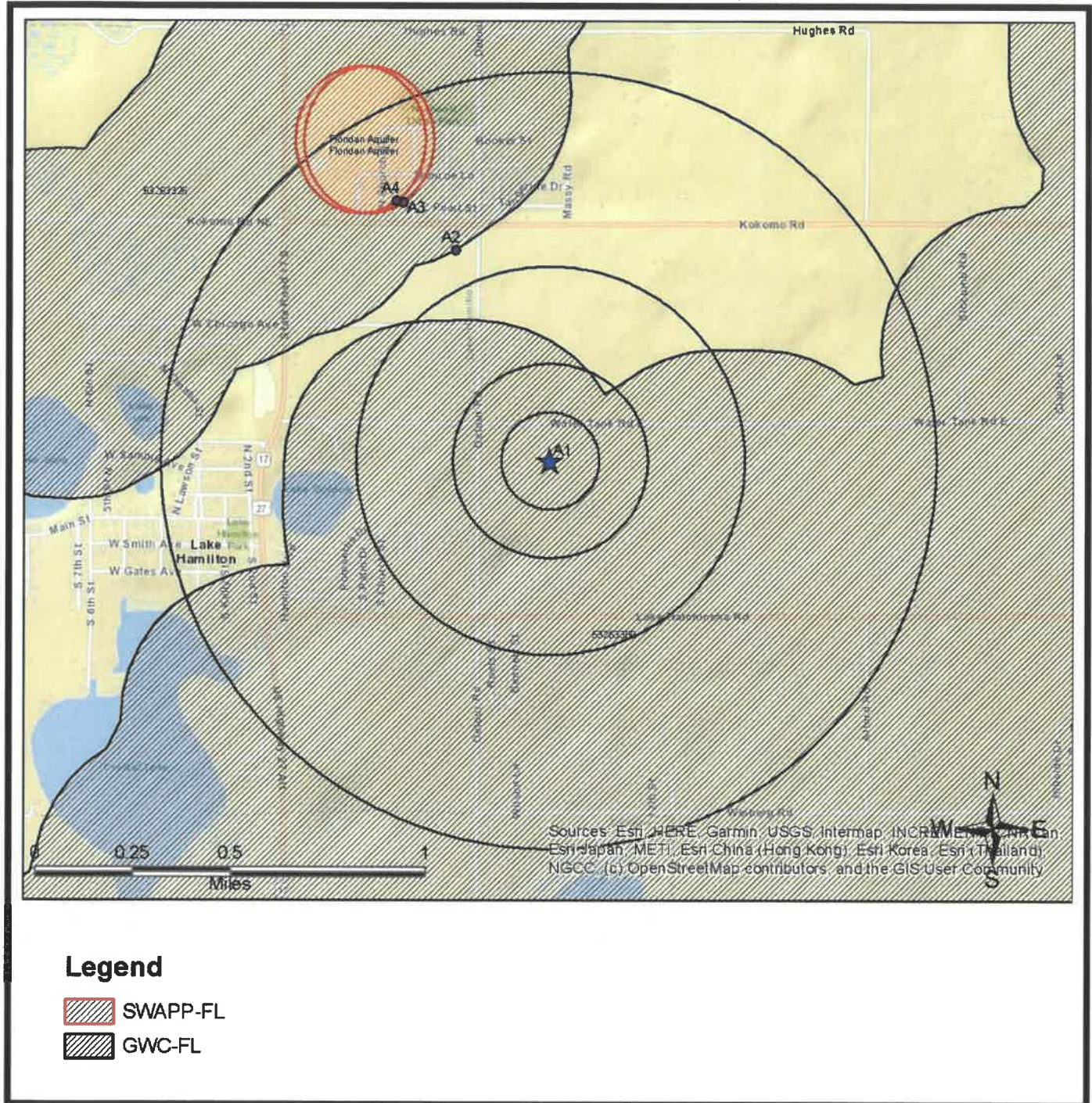
MAP ID	ID / SITE NAME	ADDRESS / DATABASE	AGENCY COORDINATES	DISTANCE (MILES)	DIRECTION
N/A	No occurrences were identified where the agency provided coordinates that differed significantly from our mapped locations.				

Note: Occurrences on this map are reported in Air Quality databases. Potential air plumes are drawn in the direction of the prevailing wind.
No air quality occurrences were identified in the search radius



POTENTIAL AREAS OF CONCERN/CONTAMINATION (MAP7)

Note: Locations shown may represent site boundaries, contamination plumes, or other information. See descriptions in the Listed Occurrence Details for more information.



LISTED OCCURRENCE DETAILS

DATABASE	STATUS	DISTANCE	ELEVATION	MAP ID
GWC-FL	Listed	Subject Site is within Potential Area of Concern	N/A	A1
SITE NAME			MAPS	ID
Not Reported by Agency			7	180
ADDRESS			CITY	ZIP
Not Reported by Agency				
DETAILS				
<p>Zone ID: 53263360 USGS Quads: 3113 3213 3313 3314 County Name: POLK Florida WM: SWFWMD,SFWMD Info: Values below 1=Yes, 0 = No ARSENIC: 0 BARIUM: 0 CADMIUM: 0 CHROMIUM: 0 FLOURIDE: 0 LEAD: 0 MERCURY: 0 NITRATE_AS: 0 SELENIUM: 0 SILVER: 0 SODIUM: 0 ENDRIN: 0 LINDANE: 0 METHOXYCHL: 0 TOXAPHENE: 0 D_2_4: 0 SILVEX: 0 Trihalomethanes Total: 0 Trichlorethylene: 0 Tetrachloroethylene: 0 Carbon Terachloride: 0 Vinyl Chloride: 0 More Details Link</p>				

DATABASE	STATUS	DISTANCE	ELEVATION	MAP ID
GWC-FL	Listed	0.6 miles NW	N/A	A2
SITE NAME			MAPS	ID
Not Reported by Agency			7	188
ADDRESS			CITY	ZIP
Not Reported by Agency				
DETAILS				
<p> Zone ID: 53263326 USGS Quads: 3313 3314 County Name: POLK Florida WM: SWFWMD Info: Values below 1=Yes, 0 = No ARSENIC: 0 BARIUM: 0 CADMIUM: 0 CHROMIUM: 0 FLOURIDE: 0 LEAD: 0 MERCURY: 0 NITRATE_AS: 0 SELENIUM: 0 SILVER: 0 SODIUM: 0 ENDRIN: 0 LINDANE: 0 METHOXYCHL: 0 TOXAPHENE: 0 D_2_4: 0 SILVEX: 0 Trihalomethanes Total: 0 Trichlorethylene: 0 Tetrachloroethylene: 0 Carbon Terachloride: 0 Vinyl Chloride: 0 More Details Link </p>				

DATABASE	STATUS	DISTANCE	ELEVATION	MAP ID
SWAPP-FL	Listed	0.77 miles NW	N/A	A3
SITE NAME			MAPS	ID
Floridan Aquifer			1	8791
ADDRESS			CITY	ZIP
Not Reported by Agency				
DETAILS				
PWS ID: 6530977 WELL_ID: 59783 AQUIFER: Floridan Aquifer OBJECTID: 8792 SHAPEAREA: 291736.5884381 SHAPELEN: 1914.90665657333				

DATABASE	STATUS	DISTANCE	ELEVATION	MAP ID
SWAPP-FL	Listed	0.78 miles NW	N/A	A4
SITE NAME			MAPS	ID
Floridan Aquifer			1	8792
ADDRESS			CITY	ZIP
Not Reported by Agency				
DETAILS				
PWS ID: 6530977 WELL_ID: 59784 AQUIFER: Floridan Aquifer OBJECTID: 8793 SHAPEAREA: 291736.5884381 SHAPELEN: 1914.90665657333				

RECORDS SOURCES SEARCHED

ABREVIATION	DATABASE FULLNAME	DATABASE CATEGORY	DATABASE DETAILS LINK	TOTAL LISTINGS
Air-Active-FL	Florida Air Permits (aka Permitted Facilities Listing)	ERS Supplemental Govt Sources	Click Here	None Found
AST2-FL	Aboveground Storage Tanks	State/Tribal UST	Click Here	None Found
AST-FL	Aboveground Storage Tanks (aka Storage Tank Facility Information)	State/Tribal UST	Click Here	None Found
BF-FL	Brownfield Sites	State/Tribal Brownfield	Click Here	None Found
BF-Tribal-US	Historical Tribal Brownfields	Federal Brownfield	Click Here	None Found
BF-US	Brownfields Sites	Federal Brownfields	Click Here	None Found
BioFuel-US	Bio Diesel Fuel	ERS Supplemental Govt Sources	Click Here	None Found
Brownfield-FL	Brownfield Site/Contamination Boundaries	State/Tribal Brownfield	Click Here	None Found
CDL-US	National Clandestine Drug Lab Register	ERS Supplemental Govt Sources	Click Here	None Found
CDV-FL	Cattle Dipping Vats	ERS Supplemental Govt Sources	Click Here	None Found
CERCLIS-Archived-US	CERCLIS sites that have been archived	Federal CERCLIS NFRAP	Click Here	None Found
CERCLIS-US	Comprehensive Environmental Response, Compensation, and Liability Information System	Federal CERCLIS	Click Here	None Found
CF-FL	Contaminated Facilities	State/Tribal CERCLIS Equivalent	Click Here	None Found
Coal-Ash-Dams-US	Coal Ash Contaminated Sites and Hazard Dams	ERS Supplemental Govt Sources	Click Here	None Found
Coal-Ash-FL	Coal Ash Disposal Ponds and Landfills	ERS Supplemental Govt Sources	Click Here	None Found
Controls-FL	Institutional Controls and Engineering Controls (aka ENG CONTROLS, Inst CONTROL)	State/Tribal Inst/Eng Controls	Click Here	None Found
Controls-RCRA-US	RCRA Institutional and Engineering Controls Summary (aka Federal RCRA with Controls)	Federal Institutional/Engineering Controls	Click Here	None Found
Controls-US	US CERCLA Sites with Controls (aka US IC/EC, Institutional/Engineering List Controls, Land Use Controls)	Federal Institutional/Engineering Controls	Click Here	None Found
County-AST-FL	Aboveground Storage Tanks	State/Tribal UST	Click Here	None Found
County-Landfills-FL	Florida Landfills	State/Tribal Landfill/Solid Waste	Click Here	None Found

ABREVIATION	DATABASE FULLNAME	DATABASE CATEGORY	DATABASE DETAILS LINK	TOTAL LISTINGS
County-Others-FL	Environmental Related Databases	State/Tribal ASTM Other Med	Click Here	None Found
County-UST-FL	Underground Storage Tanks	State/Tribal UST	Click Here	None Found
County-WM-FL	Waste Management Sites	ERS Supplemental Govt Sources	Click Here	None Found
DCF-Closed-FL	Dry Cleaning Facilities-Closed Facilities	ERS Supplemental Govt Sources	Click Here	None Found
DCF-Open-FL	Dry Cleaning Facilities-Open Facilities	ERS Supplemental Govt Sources	Click Here	None Found
DCF-PRL-FL	Drycleaning Solvent Cleanup Program Priority Ranking List	ERS Supplemental Govt Sources	Click Here	None Found
DCF-SRCO-FL	Drycleaning Solvent Cleanup Program Priority Ranking List	ERS Supplemental Govt Sources	Click Here	None Found
DCF-TSK-FL	Drycleaning Solvent Cleanup Program Priority Ranking List	ERS Supplemental Govt Sources	Click Here	None Found
Debris-US	Historical Debris Sites	Federal Solid Waste	Click Here	None Found
DEDB-FL	Ethylene Dibromide Database	ERS Supplemental Govt Sources	Click Here	None Found
Del-HWS-FL	Delisted Superfund and State Funded Sites (aka DEL SHWS)	State/Tribal CERCLIS Equivalent	Click Here	None Found
Delisted-NPL-US	Delisted NPL Sites	Federal Delisted NPL	Click Here	None Found
EGRID-US	Emissions & Generation Resource Facilities	ERS Supplemental Govt Sources	Click Here	None Found
ENF-Tanks-FL	Compliance and Enforcement Activity	State/Tribal ASTM Other Med	Click Here	None Found
EPA-Watch-List-US	Historical EPA Watch List	ERS Supplemental Govt Sources	Click Here	None Found
ERNS-US	Emergency Response Notification System	Federal ERNS	Click Here	None Found
FA-HW-FL	Financial Assurance, Hazardous Waste	ERS Supplemental Govt Sources	Click Here	None Found
FA-HW-US	Financial Assurance, Hazardous Waste	ERS Supplemental Govt Sources	Click Here	None Found
FA-SW-FL	Financial Assurance, Solid Waste	ERS Supplemental Govt Sources	Click Here	None Found
FA-TANKS-FL	Financial Assurance, Tanks	ERS Supplemental Govt Sources	Click Here	None Found
FEMA-UST-US	Historical FEMA Underground Storage Tanks	Federal UST	Click Here	None Found

ABREVIATION	DATABASE FULLNAME	DATABASE CATEGORY	DATABASE DETAILS LINK	TOTAL LISTINGS
FFTANKS-FL	Federal Facilities Tanks (aka Federal Facilities Listing)	State/Tribal UST	Click Here	None Found
FRS-US	Facility Registry Index (FINDS)	ERS Supplemental Govt Sources	Click Here	None Found
FTTS-ENF-US	Historical FIFRA/TSCA Tracking System (FTTS) Enforcement Actions	Federal ASTM Other	Click Here	None Found
FTTS-INSP-US	Historical FIFRA/TSCA Tracking System (FTTS) Inspections	ERS Supplemental Govt Sources	Click Here	None Found
FUDS-US	Formerly Used Defense Sites	ERS Supplemental Govt Sources	Click Here	None Found
FUSRAP-US	Formerly Utilized Sites Remedial Action Program Sites	ERS Supplemental Govt Sources	Click Here	None Found
GWC-FL	Groundwater Contamination Areas	State/Tribal ASTM Other	Click Here	2
HillsboroughLF-FL	Hillsborough County Landfills	State/Tribal Solid Waste	Click Here	None Found
Hist-AFS2-US	Historical Air Facility System for Clean Air Act stationary sources	ERS Supplemental Govt Sources	Click Here	None Found
Hist-AFS-US	Historical Air Facility System for Clean Air Act stationary sources	ERS Supplemental Govt Sources	Click Here	None Found
Hist-Agriculture	Historical Ranches/Farms, Livestock/Agriculture	ERS Exclusive Historic Sources	Click Here	None Found
Hist-Auto Dealers	Historical Auto and Truck Dealers	ERS Exclusive Historic Sources	Click Here	None Found
Hist-Auto Repair	Historical Automotive Repair	ERS Exclusive Historic Sources	Click Here	None Found
Hist-CERCLIS-NFRAP-US	Historical CERCLIS-NFRAP	ERS Supplemental Govt Sources	Click Here	None Found
Hist-CERCLIS-US	Historical CERCLIS Sites	ERS Supplemental Govt Sources	Click Here	None Found
Hist-Chemical Manufacturing	Historical Manufacturing and Distribution of Chemicals, Gases, and/or Solids	ERS Exclusive Historic Sources	Click Here	None Found
Hist-Chemical-Storage	Historical Chemical/Hazardous Use Storage	ERS Exclusive Historic Sources	Click Here	None Found
Hist-Cleaners	Historical Laundry, Cleaners, and Dry Cleaning Services	ERS Exclusive Historic Sources	Click Here	None Found
Hist-Convenience	Historical Convenience Store with Possible Gas	ERS Exclusive Historic Sources	Click Here	None Found
Hist-DCF-FL	Historical DryCleaning Solvent Cleanup Program	ERS Supplemental Govt Sources	Click Here	None Found

ABREVIATION	DATABASE FULLNAME	DATABASE CATEGORY	DATABASE DETAILS LINK	TOTAL LISTINGS
Hist-Disposal-Recycle	Historical Hazardous Disposal/Recycle and Dumps/Waste	ERS Exclusive Historic Sources	Click Here	None Found
Hist-Dumps-US	Historical Dumps Inventory of 1985	Federal Solid Waste	Click Here	None Found
Hist-ENF-Tanks-FL	Historical Enforcement Actions Data	State/Tribal ASTM Other Med	Click Here	None Found
Hist-ERNS-US	Historical Emergency Response Notification System (ERNS)	ERS Supplemental Govt Sources	Click Here	None Found
Hist-FIFRA-US	Historical Case Administration Data from National Compliance Database (Federal Insecticide, Fungicide, and Rodenticide Act)	ERS Supplemental Govt Sources	Click Here	None Found
Hist-FINDS-US	Historical Facility Index System	ERS Supplemental Govt Sources	Click Here	None Found
Hist-FL	Previously Listed Florida Sites	ERS Supplemental Govt Sources	Click Here	None Found
Hist-Food-Processors	Historical Food Processing Manufacturers	ERS Exclusive Historic Sources	Click Here	None Found
Hist-Gun-Ranges	Historical Gun Ranges/Clubs	ERS Exclusive Historic Sources	Click Here	None Found
Hist-ICR-FL	Historical Institutional Controls and Engineering Controls	State/Tribal Inst/Eng Controls	Click Here	None Found
Hist-LUST-FL	Historical Petroleum Contamination Tracking System	ERS Supplemental Govt Sources	Click Here	None Found
Hist-Machine Shop	Historical Machine Shops, Welding, Machine Repair	ERS Exclusive Historic Sources	Click Here	None Found
Hist-Manufacturing	Historical Sources US: Manufacturing	ERS Exclusive Historic Sources	Click Here	None Found
Hist-Metal Plating	Historical Metal Plating	ERS Exclusive Historic Sources	Click Here	None Found
Hist-Mines-FL	Historic Florida Mines	ERS Supplemental Govt Sources	Click Here	None Found
Hist-Mining	Historical Mining Operations	ERS Exclusive Historic Sources	Click Here	None Found
HIST-MLTS-US	Historical Material Licensing Tracking System	ERS Supplemental Govt Sources	Click Here	None Found
Hist-Mortuaries	Historical Crematories/Mortuaries	ERS Exclusive Historic Sources	Click Here	None Found
Hist-NPL-US	Historical National Priority List	ERS Supplemental Govt Sources	Click Here	None Found
HIST-OGW-FL	Historical Oil and Gas Wells	ERS Supplemental Govt Sources	Click Here	None Found

ABREVIATION	DATABASE FULLNAME	DATABASE CATEGORY	DATABASE DETAILS LINK	TOTAL LISTINGS
Hist-Oil-Gas	Historical Oil and Gas Well Related Facilities	ERS Exclusive Historic Sources	Click Here	None Found
Hist-OilGas-Refiners	Historical Oil/Gas Refiners/Manufacturers/Plants	ERS Exclusive Historic Sources	Click Here	None Found
Hist-Other	Historical Environmental Facilities	ERS Exclusive Historic Sources	Click Here	None Found
Hist-Paint-Stores	Historical Paint Stores	ERS Exclusive Historic Sources	Click Here	None Found
Hist-Petroleum	Historical Petroleum Refining/ Manufacturing/ Chemicals	ERS Exclusive Historic Sources	Click Here	None Found
Hist-Post-Offices	Historical Post Offices	ERS Exclusive Historic Sources	Click Here	None Found
Hist-Printers	Historical Printers and Publishers	ERS Exclusive Historic Sources	Click Here	None Found
Hist-RCRIS-US	Historical EPA's Resource Conservation and Recovery Act	ERS Supplemental Govt Sources	Click Here	None Found
Hist-Rental	Historical Rental Equipment & Yards	ERS Exclusive Historic Sources	Click Here	None Found
Hist-RV-Dealers	Historical Trailer and Recreational Vehicle Dealers	ERS Exclusive Historic Sources	Click Here	None Found
Hist-Salvage	Historical Vehicle Salvage Yards or Wreckers	ERS Exclusive Historic Sources	Click Here	None Found
Hist-Service Stations	Historical Service Stations/Vehicle Fueling	ERS Exclusive Historic Sources	Click Here	None Found
Hist-SFA-FL	Historical State Funded Action Sites	ERS Supplemental Govt Sources	Click Here	None Found
Hist-SLS-FL	Historical Sites List System	ERS Supplemental Govt Sources	Click Here	None Found
Hist-SPILLS-FL	Historical SARA 304 Spills Database	ERS Supplemental Govt Sources	Click Here	None Found
Hist-Steel-Metals	Historical Steel Mills/Manufacturers/Foundries/Smelters	ERS Exclusive Historic Sources	Click Here	None Found
Hist-SWF-FL	Historical Solid Waste Facilities	State/Tribal Landfill/Solid Waste	Click Here	None Found
Hist-SWLF-FL	Historical Solid Waste Facility List	ERS Supplemental Govt Sources	Click Here	None Found
Hist-Tanks-FL	Historical Stationary Tank Inventory System	ERS Supplemental Govt Sources	Click Here	None Found
Hist-Textile	Historical Textile Mills/Manufacturers	ERS Exclusive Historic Sources	Click Here	None Found

ABREVIATION	DATABASE FULLNAME	DATABASE CATEGORY	DATABASE DETAILS LINK	TOTAL LISTINGS
Hist-Transportation	Historical Transportation Facilities	ERS Exclusive Historic Sources	Click Here	None Found
Hist-TRIS-US	Historical Toxic Release Inventory System	ERS Supplemental Govt Sources	Click Here	None Found
Hist-Trucking	Historical Trucking, Shipping, Delivery, and/or Storage	ERS Exclusive Historic Sources	Click Here	None Found
Hist-US	Historical Previously Listed Federal Sites	ERS Supplemental Govt Sources	Click Here	None Found
Hist-US-EC	Historical Engineering Controls Sites (aka US EC, Engineering Controls, Land Use Controls)	Federal Institutional/Engineering Controls	Click Here	None Found
Hist-USGS-WaterWells-FL	Historical Ground Water Site Inventory for Florida	ERS Supplemental Govt Sources	Click Here	None Found
Hist-US-IC	Historical Sites with Institutional Controls (aka US IC, Institutional Controls, Land Use Controls)	Federal Institutional/Engineering Controls	Click Here	None Found
Hist-Vehicle-Parts	Historical Vehicle Parts	ERS Exclusive Historic Sources	Click Here	None Found
Hist-Vehicle-Washing	Historical Vehicle/Truck Washing Facilities	ERS Exclusive Historic Sources	Click Here	None Found
Hist-WaterWells-US	Historical Public Community Water Supply/Well Head Protection Database	ERS Supplemental Govt Sources	Click Here	None Found
HMIS-US	Hazardous Materials Information System	Federal Emergency Release Reports	Click Here	None Found
HWM-FL	Hazardous Waste Management	State/Tribal RCRA Equivalent	Click Here	None Found
HWS-FL	Hazardous Waste Sites (aka Florida National Priority List Sites)	State/Tribal NPL	Click Here	None Found
HWT-FL	Hazardous Waste Transporters	ERS Supplemental Govt Sources	Click Here	None Found
ICIS-Air-US	Integrated Compliance Information System for Air	ERS Supplemental Govt Sources	Click Here	None Found
ICIS-FEC-US	Integrated Compliance Information System for Federal Enforcement Data	ERS Supplemental Govt Sources	Click Here	None Found
ICIS-NPDES-US	National Pollutant Discharge Elimination System (NPDES)	ERS Supplemental Govt Sources	Click Here	None Found
Lead-Smelter-2-US	Historical Lead Smelter Sites	ERS Supplemental Govt Sources	Click Here	None Found
Lead-US	Lead Smelter Sites	ERS Supplemental Govt Sources	Click Here	None Found

ABREVIATION	DATABASE FULLNAME	DATABASE CATEGORY	DATABASE DETAILS LINK	TOTAL LISTINGS
LIENS-US	Superfund Liens	Federal Institutional/Engineering Controls	Click Here	None Found
LMOP-US	Landfill Methane Outreach Program	ERS Supplemental Govt Sources	Click Here	None Found
LUST-Closed-FL	Leaking Underground Storage Tanks-Closed Cases (Storage Tank & Contamination Monitoring database)	State/Tribal LUST	Click Here	None Found
LUST-Open-FL	Leaking Underground Storage Tanks-Open Cases (Storage Tank & Contamination Monitoring database)	State/Tribal LUST	Click Here	None Found
LUST-Other-FL	Leaking Underground Storage Tanks (Storage Tank & Contamination Monitoring database)	State/Tribal LUST	Click Here	None Found
Manifest2-RI	Hazardous Waste Manifest	State/Tribal RCRA Equivalent	Click Here	None Found
Mer-Handlers-FL	Mercury Handlers	ERS Supplemental Govt Sources	Click Here	None Found
MiamiDadeLF-FL	Miami Dade Landfill Boundaries	State/Tribal Solid Waste	Click Here	None Found
Military-Bases-US	Military Base Boundaries	ERS Supplemental Govt Sources	Click Here	None Found
MINES-US	Mines Master Index File	ERS Supplemental Govt Sources	Click Here	None Found
MLTS-US	Material Licensing Tracking System	ERS Supplemental Govt Sources	Click Here	None Found
MRDS-US	Mineral Resources Data System (MRDS)	ERS Supplemental Govt Sources	Click Here	None Found
NOV-Tanks-FL	Notice of Violations	ERS Supplemental Govt Sources	Click Here	None Found
NPDES-FL	Wastewater Facility Regulation Database	ERS Supplemental Govt Sources	Click Here	None Found
NPL-R4-US	NPL Region 4 Site Boundaries	Federal NPL	Click Here	None Found
NPL-US	National Priorities List	Federal NPL	Click Here	None Found
OGW-FL	Oil and Gas Wells	ERS Supplemental Govt Sources	Click Here	None Found
PADS-US	PCB Registration Database System	Federal ASTM Other	Click Here	None Found
PCB-US	PCB Transformers	Federal ASTM Other	Click Here	None Found
PCS-US	Historical Permit Compliance System for Clean Water Act	ERS Supplemental Govt Sources	Click Here	None Found
Proposed-NPL-US	Proposed NPL Sites	Federal NPL	Click Here	None Found

ABREVIATION	DATABASE FULLNAME	DATABASE CATEGORY	DATABASE DETAILS LINK	TOTAL LISTINGS
PWS-FL	Florida's Public Water System	ERS Supplemental Govt Sources	Click Here	None Found
PWS-Tanks-FL	Public Water Supply Tanks	ERS Supplemental Govt Sources	Click Here	None Found
PWS-Wells-FL	Public Water Supply Wells	ERS Supplemental Govt Sources	Click Here	None Found
PWT-FL	Pharmaceutical Waste Transporters	ERS Supplemental Govt Sources	Click Here	None Found
RADINFO-US	Radiation Information Database	ERS Supplemental Govt Sources	Click Here	None Found
RCRA-CESQG-US	Resource Conservation and Recovery Act, Conditionally Exempt Small Quantity Generators (aka RCRA CESQG)	Federal RCRA Generators	Click Here	None Found
RCRA-COR-US	Resource Conservation and Recovery Act, - Corrective Actions (aka RCRA CORRACTS)	Federal RCRA CORRACTS	Click Here	None Found
RCRA-LQG-US	Resource Conservation and Recovery Act, Large Quantity Generators (aka RCRA LQG)	Federal RCRA Generators	Click Here	None Found
RCRA-NON-US	Resource Conservation and Recovery Act, Non-Hazardous Generators (aka RCRA Non-Haz, RCRA NonGen, RCRA No longer Regulated)	Federal RCRA Generators	Click Here	None Found
RCRA-SQG-US	Resource Conservation and Recovery Act, Small Quantity Generators (aka RCRA SQG)	Federal RCRA Generators	Click Here	None Found
RCRA-TSDF-US	Resource Conservation and Recovery Act -, Treatment, Storage, and Disposal Facilities (aka RCRA TSD, RCRA TSDF)	Federal RCRA non-CORRACTS TSD	Click Here	None Found
Resp-Closed-FL	Responsible Party Sites, Closed	State/Tribal ASTM Other	Click Here	None Found
Resp-FL	Responsible Party Sites	State/Tribal ASTM Other	Click Here	None Found
RFG-Lab-US	Reformulated Gasoline (RFG)	ERS Supplemental Govt Sources	Click Here	None Found
RMP-US	Risk Management Plans	ERS Supplemental Govt Sources	Click Here	None Found
ROD-US	Records of Decision	ERS Supplemental Govt Sources	Click Here	None Found
SAA-Agreements-US	Sites with Superfund Alternative Approach Agreements	Federal ASTM Other	Click Here	None Found

ABREVIATION	DATABASE FULLNAME	DATABASE CATEGORY	DATABASE DETAILS LINK	TOTAL LISTINGS
SDWIS-US	Safe Drinking Water Information System	ERS Supplemental Govt Sources	Click Here	None Found
SFA-FL	State Funded Cleanup Sites – Active (aka SHWS, State Funded Action Sites)	State/Tribal ASTM Other High	Click Here	None Found
Sinkholes-FL	Florida Sinkhole Locations	ERS Supplemental Govt Sources	Click Here	None Found
South-East-CoalAsh-SC	Coal Ash Pond Boundaries	ERS Supplemental Govt Sources	Click Here	None Found
Spills-FL	Florida Spills (aka Oil and Hazardous Materials Incidents)	Emergency Release Reports	Click Here	None Found
SSTS-US	Section 7 Tracking System	ERS Supplemental Govt Sources	Click Here	None Found
STF-FL	Storage Tank Facilities (aka Storage Tank Facility Information)	State/Tribal UST	Click Here	None Found
storet-fl	Stream to Sink Features	ERS Supplemental Govt Sources	Click Here	None Found
SWAPP-FL	Source Water Assessment and Protection Program	ERS Supplemental Govt Sources	Click Here	2
SWF-FL	Solid Waste Facilities Database	State/Tribal Landfill/Solid Waste	Click Here	None Found
SWLF-US	Solid Waste Facilities	Federal Solid Waste	Click Here	None Found
SWRCY-FL	Material Recovery Facilities	State/Tribal ASTM Other Med	Click Here	None Found
TierII-FL	TIER II Reporting Sites	ERS Supplemental Govt Sources	Click Here	None Found
Tribal-Air-US	Tribal Air Permitted Facilities	ERS Supplemental Govt Sources	Click Here	None Found
Tribal-LUST-Closed-Reg4	Tribal Leaking Underground Storage Tanks, Region 4, Closed Cases (aka Indian LUST)	Federal LUST	Click Here	None Found
Tribal-LUST-Closed-Reg9	Tribal Leaking Underground Storage Tanks, Region 9 (aka Indian Lust)	Federal LUST	Click Here	None Found
Tribal-LUST-Open-Reg10	Tribal Leaking Underground Storage Tanks (aka Indian LUST)	Federal LUST	Click Here	None Found
Tribal-LUST-Open-Reg4	Tribal Leaking Underground Storage Tanks, Region 4, Open Cases (aka Indian LUST)	Federal LUST	Click Here	None Found
Tribal-LUST-Open-Reg9	Tribal Leaking Underground Storage Tanks , Region 9 (aka Indian Lust)	Federal LUST	Click Here	None Found
Tribal-LUST-Reg1	Tribal Leaking Underground Storage Tanks (aka Indian LUST)	Federal LUST	Click Here	None Found

ABREVIATION	DATABASE FULLNAME	DATABASE CATEGORY	DATABASE DETAILS LINK	TOTAL LISTINGS
Tribal-LUST-Reg7	Tribal Leaking Underground Storage Tanks, Region 7 (aka Indian LUST)	Federal LUST	Click Here	None Found
Tribal-ODI-US	Tribal Open Dump Sites	Federal Solid Waste	Click Here	None Found
Tribal-UST-Reg1	Tribal Underground Storage Tanks (aka INDIAN UST)	Federal UST	Click Here	None Found
Tribal-UST-Reg10	Tribal Underground Storage Tanks (aka Indian UST)	Federal UST	Click Here	None Found
Tribal-UST-Reg4	Tribal Underground Storage Tanks (aka INDIAN UST)	Federal UST	Click Here	None Found
Tribal-UST-Reg7	Tribal Underground Storage Tanks, Region 7 (aka UST)	Federal UST	Click Here	None Found
Tribal-UST-Reg9	Tribal Underground Storage Tanks (aka Tribal UST)	Federal UST	Click Here	None Found
Tribal-VCP-US	Tribal VCP	Federal Tribal VCP	Click Here	None Found
TRIS2000-US	Historical Toxics Release Inventory System	ERS Supplemental Govt Sources	Click Here	None Found
TRIS2010-US	Toxics Release Inventory System	ERS Supplemental Govt Sources	Click Here	None Found
TRIS80-US	Historical Toxics Release Inventory System	ERS Supplemental Govt Sources	Click Here	None Found
TRIS90-US	Historical Toxics Release Inventory System	ERS Supplemental Govt Sources	Click Here	None Found
TSCA-US	Toxics Substance Control Sites	ERS Supplemental Govt Sources	Click Here	None Found
UIC-FL	Underground Injection Control Wells	ERS Supplemental Govt Sources	Click Here	None Found
UMTRA-US	Historical Uranium Mill Tailings Remedial Action Sites	ERS Supplemental Govt Sources	Click Here	None Found
USGS-Waterwells-US	Ground Water Site Inventory	ERS Supplemental Govt Sources	Click Here	None Found
UST2-FL	Underground Storage Tanks	State/Tribal UST	Click Here	None Found
UST-FL	Underground Storage Tanks (aka Storage Tank Facility Information)	State/Tribal UST	Click Here	None Found
Vapor-Intrusions-US	Vapor Intrusion Database	ERS Supplemental Govt Sources	Click Here	None Found
VCP-FL	Voluntary Cleanup Sites – Closed and Inactive	State/Tribal Voluntary Cleanup Sites	Click Here	None Found
VCP-Open-FL	Voluntary Cleanup Sites – Open Sites	State/Tribal Voluntary Cleanup Sites	Click Here	None Found
Wastewater-FL	Wastewater	ERS Supplemental Govt Sources	Click Here	None Found

ABREVIATION	DATABASE FULLNAME	DATABASE CATEGORY	DATABASE DETAILS LINK	TOTAL LISTINGS
WMS-FL	Watershed Monitoring Section's	ERS Supplemental Govt Sources	Click Here	None Found
WTC-FL	Waste Tire Collection Sites	State/Tribal ASTM Other Med	Click Here	None Found
WTP-FL	Waste Tire Processors	State/Tribal ASTM Other Med	Click Here	None Found

UN-MAPPABLE OCCURRENCES

The following occurrences were not mapped primarily due to incomplete or inaccurate address information. All of the following occurrences were determined to share the same zip code as the area searched. General status information is given with each occurrence along with any address information entered by the agency responsible for the list.

ID	Facility Name	Address	Database	Status
No "un-mapped" sites requested.				

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The data presented in this report should only be interpreted by an experienced environmental professional, as per EPA definition, that completely understands the potential inaccuracy of the data derived from others, the possible existence of contaminated occurrences that have not been listed, and the possibility that the governmental database misrepresents the actual status of an occurrence or listing. Prior to relying completely on any of the data within this report, an environmental professional should verify the accuracy of the information presented unless one of ERS's Environmental Professionals has interpreted the data and/or report.

It is important that the reader and/or end user of this information realize that the data gathered has not been verified for its accuracy or completeness in any way by **ERS**. With billions of records, this is an impossible task for any Company. As much as possible, the data is presented unchanged and unaltered to represent the actual data produced by these agencies. This insures the integrity of the data for the end user.

ERS does however stand behind its representation of the data, any manually plotted occurrences, any risk determinations and all other items directly under its control. This report does comply (as far as the data is reasonably ascertainable as outlined in both the following standards) with section 8.2.1 of ASTM 1527-13 – Standard Environmental Record Sources and EPA's 40 CFR Part 312, All Appropriate Inquiries. **ERS** does ensure that the data is accurately reproduced from the original source. **ERS** backs the reporting of the data with \$3,000,000 of General and Environmental Professional Liability (errors and omissions) Insurance!

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APPENDIX C

Historical Aerial Photographs

— 1941 —

127



— 1968 —

128



2004

id Map

cription for your map.



1000 ft

Earth

er Technologies

APPENDIX D

Environmental Liens Report

Environmental Lien Research

REPORT RESULTS



Report Results for:

David Poe
Envirosouth Technologies
PO BOX 7681
Lakeland, FL 33807
EL Coversheet
November 30, 2021

Subject Site:

Clients Project #: **ENVS2401**
Address: **0 Water Tank Rd**
City, State Zip: **Haines City, FL 33844**

ERS Order #:

2104757920

Prepared For:

Name: **David Poe**
Company: **Envirosouth Technologies**
Address: **PO BOX 7681**
City, State Zip: **Lakeland, FL 33807**

Date:

November 30, 2021

Prepared By:

Name: **Nadine Kieselbach**
Phone #: **(714) 669-8096**
Ext. 1004

The Environmental Lien Search Report provides results from a search of available current land title records for environmental cleanup liens and other activity and use limitations, such as engineering controls and institutional controls.

A network of professional, trained researchers, following established procedures, uses client supplied property information to:

- search for parcel information and/or legal description;
- search for ownership information;
- research official land title documents recorded at jurisdictional agencies such as recorders' office, registries of deed, county clerks' offices, etc.;
- access a copy of the deed;
- search for environmental encumbering instrument(s) associated with the deed;
- provide a copy of any environmental encumbrance(s) based upon a review of key words in the instrument(s) (title, parties involved and description); and
- provide a copy of the deed or cite documents reviewed;

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Environmental Lien and AUL Report

TARGET PROPERTY INFORMATION

ADDRESS

Water Tank Rd (Parcel ID: 272815000000043040)
Haines City, FL 33844

RESEARCH SOURCE

Source: Polk County Recorder

DEED INFORMATION

Type of Instrument: Corrective Quit Claim Deed Instrument No. 20162359764

Grantor: Charlotte Ann Rubush and Cynthia Elaine Hall

Grantee: Rubush C&C, LLC

Deed Dated: 12/22/2016

Deed Recorded: 12/30/2016

Book: 10026

Pages: 1963-1966

LEGAL DESCRIPTION

The East ½ of the NW ¼ of the SW ¼ of Section 15, Township 28, South, Range 27, East Polk County, Florida, less road right of way. Parcel ID: 152827-000000-043040

ENVIRONMENTAL LIEN

Environmental Lien: Found ☐ Not Found ☒

OTHER ACTIVITY AND USE LIMITATIONS (AULs)

Other AULs: Found ☐ Not Found ☒

Environmental Lien and AUL Report

TARGET PROPERTY INFORMATION

ADDRESS

Water Tank Rd (Parcel ID: 272815000000043040)
Haines City, FL 33844

RESEARCH SOURCE

Source: Polk County Recorder

DEED INFORMATION

Type of Instrument: Quit Claim Deed Instrument No. 2016049358

Grantor: Charlotte Ann Rubush and Cynthia Elaine Hall

Grantee: Rubush C&C, LLC, a Florida limited liability company

Deed Dated: 03/15/2016

Deed Recorded: 03/21/2016

Book: 9774

Pages: 0085-0088

LEGAL DESCRIPTION

The East ½ of the NW ¼ of the SW ¼ of Section 15, Township 28, South, Range 27, East Polk County, Florida, less road right of way. Parcel ID: 152827-000000-043040

ENVIRONMENTAL LIEN

Environmental Lien: Found ☐ Not Found ☒

OTHER ACTIVITY AND USE LIMITATIONS (AULs)

Other AULs: Found ☐ Not Found ☒

Environmental Lien and AUL Report

TARGET PROPERTY INFORMATION

ADDRESS

Water Tank Rd (Parcel ID: 272815000000043040)
 Haines City, FL 33844

RESEARCH SOURCE

Source: Polk County Recorder

DEED INFORMATION

Type of Instrument: Trustee's Deed Instrument No. 2016049357

Grantor: Charlotte Ann Rubush and Cynthia Elaine Hall, individually, and as Successor Co-Trustees of the Mary E. Rubush Revocable Trust dated January 23, 1990, as subsequently amended on July 13, 2006 by that certain First Amendment Restating Trust Agreement of Mary E. Rubush

Grantee: Charlotte Ann Rubush and Cynthia Elaine Hall

Deed Dated: 03/15/2016

Deed Recorded: 03/21/2016

Book: 9774

Pages: 0082-0084

LEGAL DESCRIPTION

The East ½ of the NW ¼ of the SW ¼ of Section 15, Township 28, South, Range 27, East Polk County, Florida, less road right of way. Parcel ID: 152827-000000-043040

ENVIRONMENTAL LIEN

Environmental Lien: Found ☐ Not Found ☒

OTHER ACTIVITY AND USE LIMITATIONS (AULs)

Other AULs: Found ☐ Not Found ☒

Environmental Lien and AUL Report

TARGET PROPERTY INFORMATION

ADDRESS

Water Tank Rd (Parcel ID: 272815000000043040)
Haines City, FL 33844

RESEARCH SOURCE

Source: Polk County Recorder

DEED INFORMATION

Type of Instrument: Warranty Deed To Trustee Instrument No. 2006120889

Grantor: Mary E. Rubush, a single woman

Grantee: Mary E. Rubush Revocable Trust dated January 23, 1990

Deed Dated: 05/05/2006

Deed Recorded: 05/15/2006

Book: 06775

Pages: 1942-1944

LEGAL DESCRIPTION

The East ½ of the NW ¼ of the SW ¼ of Section 15, Township 28, South, Range 27, East Polk County, Florida, less road right of way. Parcel ID: 272815-000000-043040

ENVIRONMENTAL LIEN

Environmental Lien: Found ☐ Not Found ☒

OTHER ACTIVITY AND USE LIMITATIONS (AULs)

Other AULs: Found ☐ Not Found ☒

Environmental Lien and AUL Report

TARGET PROPERTY INFORMATION

ADDRESS

Water Tank Rd (Parcel ID: 272815000000043040)
Haines City, FL 33844

RESEARCH SOURCE

Source: Polk County Recorder

DEED INFORMATION

Type of Instrument: Lawyers Title Insurance Corporation Individual Deed
Instrument No. 1997165727

Grantor: R. K. Hughes, Sr., Williard A. Snyder and William G. Crawford, as Trustees of the J.W. Hughes Estate Land Trust

Grantee: Guy W. Rubush and Mary E. Rubush, his wife

Deed Dated: 11/19/1997

Deed Recorded: 12/09/1997

Book: 3942

Page: 0076

LEGAL DESCRIPTION

The East ½ of the NW ¼ of the SW ¼ of Section 15, Township 28, South, Range 27, East Polk County, Florida, less road right of way. Tax ID #: 15-28-27-000000-043040

ENVIRONMENTAL LIEN

Environmental Lien: Found ☐ Not Found ☒

OTHER ACTIVITY AND USE LIMITATIONS (AULs)

Other AULs: Found ☐ Not Found ☒

INSTR # 2016235964
BK 10026 Pgs 1963-1966 PG(s) 4
RECORDED 12/30/2016 03:21:42 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
DEED DOC \$0.70
RECORDING FEES \$35.50
RECORDED BY vickeppe

PREPARED BY:
Mark G. Turner, Esquire
STRAUGHN & TURNER, P. A.
Post Office Box 2295
Winter Haven, Florida 33883-2295

CORRECTIVE
QUIT CLAIM DEED

THIS CORRECTIVE QUIT CLAIM DEED, Executed this 22nd day of December, 2016, by CHARLOTTE ANN RUBUSH, whose post office address is Post Office Box 64, Lake Hamilton, FL 33851-0064, and CYNTHIA ELAINE HALL, whose post office address is Post Office Box 692, Lake Hamilton, FL 33851-0692, Grantor(s), to RUBUSH C&C, LLC, a Florida limited liability company, Grantee(s), whose post office address is Post Office Box 121, Lake Hamilton, Florida 33851-0121;

WITNESSETH, That the said Grantor(s), for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid by the said Grantee(s), the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee(s) its entire right, title and interest in and to the following described property lying and being in Polk County, Florida:

**The Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 22,
Township 28 South, Range 27 East, Polk County, Florida.
Parcel Identification Number 222827-000000-014010**

and

**The NW 1/4 of the SE 1/4 of the NE 1/4 of Section 22, Township 28 South,
Range 27 East, lying and being in Polk County, Florida, together with all citrus
crops now located thereon.
Parcel Identification Number 222827-000000-012030**

and

**The SW 1/4 of the SW 1/4 of the SW 1/4 of Section 12, Township 28 South,
Range 27 East, LESS AND EXCEPT existing road rights-of-way. All lying and
being in Polk County, Florida, together with all citrus fruit matured or
maturing on the above described premises.
Parcel Identification Number 122827-000000-044030**

and

**The NW 1/4 of the NW 1/4 of the NE 1/4 of Section 10, Township 28 South,
Range 27 East, Polk County, Florida.**

Parcel Identification Number 102827-000000-013040

and

BEING A PART OF LOTS 1, 2 AND 3, BLOCK 29 OF MAP OF LAKE HAMILTON, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE (S) 34, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA. BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH WEST CORNER OF SAID BLOCK 29; RUN THENCE N 90°00'00" E, ALONG THE NORTH LINE OF BLOCK 29 AND THE SOUTH RIGHT OF WAY LINE OF GATES AVENUE (60 FEET R/W), 130.83 FEET; RUN THENCE S00°00'00" W, 120.00 FEET; RUN THENCE N90°00'00" E, 100.00 FEET; RUN THENCE N 00°00'00" E, 120.00 FEET TO A POINT IN THE NORTH LINE OF BLOCK 29 AND SOUTH RIGHT OF WAY LINE OF GATES AVENUE; RUN THENCE N 90°00'00" E, ALONG SAID NORTH LINE OF BLOCK 29 AND THE SOUTH RIGHT OF WAY LINE OF GATES AVENUE 219.17 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 29; RUN THENCE S00°00'00" W, 324.00 FEET TO THE NORTH LINE OF CRYSTAL LAKE; THENCE N 73°39'07" W, ALONG THE NORTH LINE OF CRYSTAL LAKE, 156.32 FEET; RUN THENCE N 86°11'09" W, ALONG THE NORTH LINE OF CRYSTAL LAKE, 150.33 FEET; RUN THENCE S 82°24'19" W, ALONG THE NORTH LINE OF CRYSTAL LAKE, 151.33 FEET, TO THE SOUTHWEST CORNER OF BLOCK 29; RUN THENCE N 00°00'00" E, 290.00 FEET TO THE POINT OF COMMENCEMENT.

CONTAINING 2.676 ACRES.

Parcel Identification Number 16-28-27-823000-029010

and

The East 1/2 of the NW 1/4 of the NE 1/4 in Section 10, Township 28 South, Range 27 East, Polk County, Florida.

Parcel Identification Number 102827-000000-013010

and

The East 1/2 of the NW 1/4 of the SW 1/4 of Section 15, Township 28 South, Range 27 East, Polk County, Florida, less road right of way.

Parcel Identification Number 152827-000000-043040

and

The SW 1/4 of the NW 1/4 of the NE 1/4 of Section 10, Township 28 South, Range 27 East, Polk County, Florida.

Parcel Identification Number 102827-000000-013030

and

The NW 1/4 of the SW 1/4 of the NW 1/4 of Section 11, Township 28 South, Range 27 East, containing 10 acres more or less together with and including a citrus fruit now located or coming into being thereon.

Parcel Identification Number 112827-000000-034020

and

An undivided one-half interest in and to:

The SW 1/4 of the NE 1/4 of the NE 1/4 of Section 9, Township 28 South, Range 27 East, Polk County, Florida.

Parcel Identification Number 092827-000000-011030

and

An undivided one-half interest in and to:

The SE 1/4 of the NW 1/4 of the NE 1/4 of Section 9, Township 28 South, Range 27 East, Polk County, Florida.

Parcel Identification Number 092827-000000-013020

and

Lot 24 less the north 3.25 feet thereof, Lots 25, 26, and 37, Block 3, Rosellee Park Subdivision, according to map or plat thereof recorded in Plat Book 6, Page 5, Public Records of Polk County, Florida.

Parcel Identification Number 162827-825500-000250

Grantors own a 100% interest in the Grantee and the subject property is unencumbered. The Grantors' interest in the Grantee is the same as Grantors' interest in the real estate being conveyed herein. This conveyance is in compliance with State of Florida Department of Revenue Technical Assistance Advisement No. 10B4-004 and is subject only to minimum documentary stamp taxes.

THIS DOCUMENT WAS PREPARED FROM INFORMATION FURNISHED BY THE PARTIES HERETO. NO TITLE ASSURANCE OR TITLE OPINION WAS REQUESTED OR GIVEN.

Grantors warrant that at the time of this conveyance, the subject property is not the Grantors' homestead within the meaning set forth in the Constitution of the State of Florida, nor is it contiguous to or a part of homestead property.

This Corrective Quit Claim Deed is given to correct a scrivener's error in the notarial clause of that Quit Claim Deed recorded on March 21, 2016, at Official Records Book 9774, Pages 0085-0088, Instrument #2016049358.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor(s), either in law or equity, to the only proper use, benefit and behoof of the said Grantee(s) forever.

IN WITNESS WHEREOF, The Said Grantor(s) has signed and sealed these presents the

day and year first above written.

*Signed, sealed and delivered
in the presence of:*

Aprille Hall
Signature of Witness

Aprille Hall
Printed Name of Witness

Deborah J. Babcock
Signature of Witness
Deborah J. Babcock

Printed Name of Witness

Charlotte Ann Rubush
CHARLOTTE ANN RUBUSH

*Signed, sealed and delivered
in the presence of:*

Aprille Hall
Signature of Witness

Aprille Hall
Printed Name of Witness

Deborah J. Babcock
Signature of Witness
Deborah J. Babcock

Printed Name of Witness

Cynthia Elaine Hall
CYNTHIA ELAINE HALL

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 22nd day of December, 2016, by CHARLOTTE ANN RUBUSH, who is personally known to me.



Aprille Hall
Notary Public
Print Notary Name: Aprille Hall

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 22nd day of December, 2016, by CYNTHIA ELAINE HALL, who is personally known to me.



Aprille Hall
Notary Public
Print Notary Name: Aprille Hall

PREPARED BY:
Mark G. Turner, Esquire
STRAUGHN & TURNER, P. A.
Post Office Box 2295
Winter Haven, Florida 33883-2295

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, Executed this 15th day of March, 2016, by **CHARLOTTE ANN RUBUSH**, whose post office address is Post Office Box 64, Lake Hamilton, FL 33851-0064, and **CYNTHIA ELAINE HALL**, whose post office address is Post Office Box 692, Lake Hamilton, FL 33851-0692, Grantor(s), to **RUBUSH C&C, LLC**, a Florida limited liability company, Grantee(s), whose post office address is Post Office Box 121, Lake Hamilton, Florida 33851-0121;

WITNESSETH, That the said Grantor(s), for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid by the said Grantee(s), the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee(s) its entire right, title and interest in and to the following described property lying and being in Polk County, Florida:

**The Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 22,
Township 28 South, Range 27 East, Polk County, Florida,
Parcel Identification Number 222827-000000-014010**

and

**The NW 1/4 of the SE 1/4 of the NE 1/4 of Section 22, Township 28 South,
Range 27 East, lying and being in Polk County, Florida, together with all citrus
crops now located thereon.
Parcel Identification Number 222827-000000-012030**

and

**The SW 1/4 of the SW 1/4 of the SW 1/4 of Section 12, Township 28 South,
Range 27 East, LESS AND EXCEPT existing road rights-of-way. All lying and
being in Polk County, Florida, together with all citrus fruit matured or
maturing on the above described premises.
Parcel Identification Number 122827-000000-044030**

and

**The NW 1/4 of the NW 1/4 of the NE 1/4 of Section 10, Township 28 South,
Range 27 East, Polk County, Florida.
Parcel Identification Number 102827-000000-013040**

and

BEING A PART OF LOTS 1, 2 AND 3, BLOCK 29 OF MAP OF LAKE HAMILTON, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE (S) 34, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA. BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH WEST CORNER OF SAID BLOCK 29; RUN THENCE N 90°00'00" E, ALONG THE NORTH LINE OF BLOCK 29 AND THE SOUTH RIGHT OF WAY LINE OF GATES AVENUE (60 FEET R/W), 130.83 FEET; RUN THENCE S00°00'00" W, 120.00 FEET; RUN THENCE N90°00'00" E, 100.00 FEET; RUN THENCE N 00°00'00" E, 120.00 FEET TO A POINT IN THE NORTH LINE OF BLOCK 29 AND SOUTH RIGHT OF WAY LINE OF GATES AVENUE; RUN THENCE N 90°00'00" E, ALONG SAID NORTH LINE OF BLOCK 29 AND THE SOUTH RIGHT OF WAY LINE OF GATES AVENUE 219.17 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 29; RUN THENCE S00°00'00" W, 324.00 FEET TO THE NORTH LINE OF CRYSTAL LAKE; THENCE N 73°39'07" W, ALONG THE NORTH LINE OF CRYSTAL LAKE, 156.32 FEET; RUN THENCE N 86°11'09" W, ALONG THE NORTH LINE OF CRYSTAL LAKE, 150.33 FEET; RUN THENCE S 82°24'19" W, ALONG THE NORTH LINE OF CRYSTAL LAKE, 151.33 FEET, TO THE SOUTHWEST CORNER OF BLOCK 29; RUN THENCE N 00°00'00" E, 290.00 FEET TO THE POINT OF COMMENCEMENT.

CONTAINING 2.676 ACRES.

Parcel Identification Number 16-28-27-823000-029010

and

The East 1/2 of the NW 1/4 of the NE 1/4 in Section 10, Township 28 South, Range 27 East, Polk County, Florida.

Parcel Identification Number 102827-000000-013010

and

The East 1/2 of the NW 1/4 of the SW 1/4 of Section 15, Township 28 South, Range 27 East, Polk County, Florida, less road right of way.

Parcel Identification Number 152827-000000-043040

and

The SW 1/4 of the NW 1/4 of the NE 1/4 of Section 10, Township 28 South, Range 27 East, Polk County, Florida.

Parcel Identification Number 102827-000000-013030

and

The NW 1/4 of the SW 1/4 of the NW 1/4 of Section 11, Township 28 South, Range 27 East, containing 10 acres more or less together with and including a citrus fruit now located or coming into being thereon.

Parcel Identification Number 112827-000000-034020

and

An undivided one-half interest in and to:

The SW 1/4 of the NE 1/4 of the NE 1/4 of Section 9, Township 28 South, Range 27 East, Polk County, Florida.

Parcel Identification Number 092827-000000-011030

and

An undivided one-half interest in and to:

The SE 1/4 of the NW 1/4 of the NE 1/4 of Section 9, Township 28 South, Range 27 East, Polk County, Florida.

Parcel Identification Number 092827-000000-013020

and

Lot 24 less the north 3.25 feet thereof, Lots 25, 26, and 37, Block 3, Rosellee Park Subdivision, according to map or plat thereof recorded in Plat Book 6, Page 5, Public Records of Polk County, Florida.

Parcel Identification Number 162827-825500-000250

Grantors own a 100% interest in the Grantee and the subject property is unencumbered. The Grantors' interest in the Grantee is the same as Grantors' interest in the real estate being conveyed herein. This conveyance is in compliance with State of Florida Department of Revenue Technical Assistance Advisement No. 10B4-004 and is subject only to minimum documentary stamp taxes.

THIS DOCUMENT WAS PREPARED FROM INFORMATION FURNISHED BY THE PARTIES HERETO. NO TITLE ASSURANCE OR TITLE OPINION WAS REQUESTED OR GIVEN.

Grantors warrant that at the time of this conveyance, the subject property is not the Grantors' homestead within the meaning set forth in the Constitution of the State of Florida, nor is it contiguous to or a part of homestead property.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor(s), either in law or equity, to the only proper use, benefit and behoof of the said Grantee(s) forever.

IN WITNESS WHEREOF, The Said Grantor(s) has signed and sealed these presents the day and year first above written.

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

Signed, sealed and delivered
in the presence of:

Mark G. Turner
Signature of Witness
Mark G. Turner

Printed Name of Witness

Deborah J. Babcock
Signature of Witness
Deborah J. Babcock

Printed Name of Witness

Charlotte Ann Rubush
CHARLOTTE ANN RUBUSH

Signed, sealed and delivered
in the presence of:

Mark G. Turner
Signature of Witness
Mark G. Turner

Printed Name of Witness

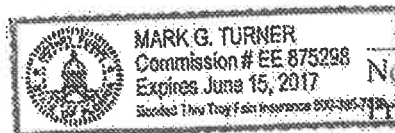
Deborah J. Babcock
Signature of Witness
Deborah J. Babcock

Printed Name of Witness

Cynthia Elaine Hall
CYNTHIA ELAINE HALL

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 15th day of March, 2016, by CHARLOTTE ANN RUBUSH, who is personally known to me.

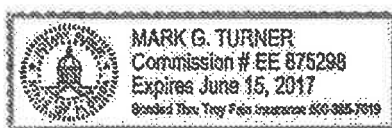


Notary Public

Print Notary Name: Mark G. Turner

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 15th day of March, 2016, by CYNTHIA ANN HALL, who is personally known to me.



Notary Public

Print Notary Name: Mark G. Turner

INSTR # 2016049357
BK 9774 Pgs 0082-0084 PG(s)3
03/21/2016 03:46:55 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 27.00
DEED DOC 0.70

Prepared by and return to:

Mark G. Turner, Esquire
STRAUGHN & TURNER, P.A.
P.O. Box 2295
Winter Haven, FL 33883-2295
863-293-1184

Trustee's Deed

This Trustee's Deed made this 15th day of March, 2016, between CHARLOTTE ANN RUBUSH and CYNTHIA ELAINE HALL, individually, and as Successor Co-Trustees of the MARY E. RUBUSH REVOCABLE TRUST dated January 23, 1990, as subsequently amended on July 13, 2006, by that certain First Amendment Restating Trust Agreement of Mary E. Rubush, whose post office address is Post Office Box 692, Lake Hamilton, FL 33851-0692, grantor, and CHARLOTTE ANN RUBUSH, whose post office address is Post Office Box 64, Lake Hamilton, FL 33851-0064, and CYNTHIA ELAINE HALL, whose post office address is Post Office Box 692, Lake Hamilton, FL 33851-0692, as tenants in common, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations 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 grantees heirs and assigns forever, the following described land, situate, lying and being in Polk County, Florida, to-wit:

The East 1/2 of the NW 1/4 of the NE 1/4 in Section 10, Township 28 South,
Range 27 East, Polk County, Florida.
Parcel Identification Number 102827-000000-013010

and

The East 1/2 of the NW 1/4 of the SW 1/4 of Section 15, Township 28 South,
Range 27 East, Polk County, Florida, less road right of way.
Parcel Identification Number 152827-000000-043040

and

The SW 1/4 of the NW 1/4 of the NE 1/4 of Section 10, Township 28 South,
Range 27 East, Polk County, Florida.
Parcel Identification Number 102827-000000-013030

and

The NW 1/4 of the SW 1/4 of the NW 1/4 of Section 11, Township 28 South, Range 27 East, containing 10 acres more or less together with and including all citrus fruit now located or coming into being thereon.

Parcel Identification Number 112827-000000-034020

and

An undivided one-half interest in and to:

The SW 1/4 of the NE 1/4 of the NE 1/4 of Section 9, Township 28 South, Range 27 East, Polk County, Florida.

Parcel Identification Number 092827-000000-011030

and

An undivided one-half interest in and to:

The SE 1/4 of the NW 1/4 of the NE 1/4 of Section 9, Township 28 South, Range 27 East, Polk County, Florida.

Parcel Identification Number 092827-000000-013020

and

Lot 24 less the north 3.25 feet thereof, Lots 25, 26, and 37, Block 3, Rosellee Park Subdivision, according to map or plat thereof recorded in Plat Book 6, Page 5, Public Records of Polk County, Florida.

Parcel Identification Number 162827-825500-000250

THIS DOCUMENT WAS PREPARED FROM INFORMATION FURNISHED BY THE PARTIES HERETO. NO TITLE ASSURANCE OR TITLE OPINION WAS REQUESTED OR GIVEN.

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the Constitution of the State of Florida, nor is it contiguous to or a part of homestead property.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

In Witness Whereof, grantor has heretunto set grantor's hand and seal the day and year first above written,

Signed, sealed and delivered in our presence:

Mark G. Turner
Witness name: Mark G. Turner

Charlotte Ann Rubush
Charlotte Ann Rubush, individually, and as
Successor Co-Trustee of the Mary E.
Rubush Revocable Trust dated January 23,
1990, as amended and restated

Deborah J. Babcock
Witness name: Deborah J. Babcock

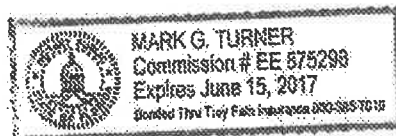
Mark G. Turner
Witness name: Mark G. Turner

Cynthia Elaine Hall
Cynthia Elaine Hall, individually, and as
Successor Co-Trustee of the Mary E.
Rubush Revocable Trust dated January 23,
1990, as amended and restated

Deborah J. Babcock
Witness name: Deborah J. Babcock

State of Florida
County of Polk

The foregoing instrument was acknowledged before me this 15th day of March, 2016, by Charlotte Ann Rubush, individually, and as Successor Co-Trustee of the Mary E. Rubush Revocable Trust dated January 23, 1990, as amended and restated. She [☒] is personally known to me or [☐] has produced a driver's license as identification.

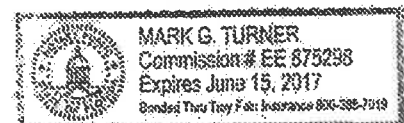


Mark G. Turner
Notary Public
Printed name: Mark G. Turner

State of Florida
County of Polk

The foregoing instrument was acknowledged before me this 15th day of March, 2016, by Cynthia Elaine Hall, individually, and as Successor Co-Trustee of the Mary E. Rubush Revocable Trust dated January 23, 1990. She [☒] is personally known to me or [☐] has produced a driver's license as identification.

Mark G. Turner
Notary Public
Printed name: Mark G. Turner



INSTR # 2006120889
BK 06775 PGS 1942-1944 PG(s)3
RECORDED 05/15/2006 10:51:27 AM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
DEED DOC 0.70
RECORDING FEES 27.00
RECORDED BY B Norrell

This instrument was prepared by:

CHARLES R. CHILTON, ESQ.
SHARIT, BUNN & CHILTON, P.A.
Attorneys at Law
Post Office Box 9498
Winter Haven, FL 33883-9498

WARRANTY DEED TO TRUSTEE

The Grantor, MARY E. RUBUSH, a single woman, for and in consideration of the sum of TEN DOLLARS, and other good and valuable considerations in hand paid, does hereby convey, grant, bargain, sell, alien, remise, release, confirm and warrant unto Grantee, MARY E. RUBUSH as Trustee of the MARY E. RUBUSH REVOCABLE TRUST dated January 23, 1990, as amended, whose address is: Post Office Box 121, Lake Hamilton, Florida 33851, the following described real estate in the County of Polk, State of Florida, to-wit:

The East ½ of the NW ¼ of the NE ¼ in Section 10, Township 28 South, Range 27 East, Polk County, Florida.

Parcel ID No. 272810-000000-013010

The East ½ of the NW ¼ of the SW ¼ of Section 15, Township 28 South, Range 27 East, Polk County, Florida, less road right of way.

Parcel ID No. 272815-000000-043040

Lots 22, 23 and 24, Block 3, Rosellee Park Subdivision, according to map or plat thereof recorded in Plat Book 6, page 5, Public Records of Polk County, Florida.

Parcel ID No. 272816-825500-000220

THIS IS A CONVEYANCE TO A TRUSTEE PURSUANT TO CHAPTER 689, FLORIDA STATUTES. NO PARTY, INCLUDING ANY BENEFICIARY, IS GIVING ANY CONSIDERATION FOR THIS CONVEYANCE.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trust and for the uses and purposes herein set forth, with full power and authority as herein granted and provided to deal in and with said property or interest therein or any part thereof.

Full power and authority are hereby granted to said Trustee to improve, manage, protect, conserve and to sell, and to subdivide said premises or any part thereof; to contract to sell, to grant options to purchase; to sell or dispose of on any terms; to convey either with or without consideration; to convey said premises or any part thereof to a successor or successors all of the title, estate, powers and authorities vested in said Trustee; to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof; to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter; to contract, to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals; to partition or to exchange said property, or any part thereof, for other real or personal property; to grant easements or charges of any kind; to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof; and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the way above specified, at any time or times hereafter, and otherwise to manage and dispose of said property.

In no case shall any party dealing with said Trustee in relation to said premises, to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, be obligated to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement, and every deed, mortgage, lease or other instrument executed by said Trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trust's, conditions and limitations contained herein and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, and (c) that said Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property. No beneficiary hereunder shall have any title or interest legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

AND the Grantors hereby covenant with said Grantee that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land; that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, and the said land is free of all encumbrances.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals this 5th day of May, 2006.

Signed, Sealed and Delivered
in the Presence of:

William A. Gampel
William A. Gampel
Print/Type Name of Witness

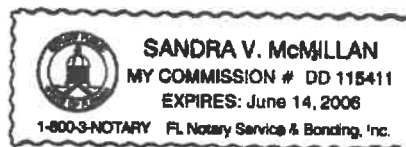
Mary E. Rubush (SEAL)
MARY E. RUBUSH
Post Office Box 121
Lake Hamilton, Florida 33851

Brenda Talle
Brenda Talle
Print/Type Name of Witness

STATE OF FLORIDA
COUNTY OF POLK

The foregoing Warranty Deed to Trustee was acknowledged before me by MARY E. RUBUSH, a single woman, who is personally known to me or who produced _____, as identification, this 5th day of May, 2006.

Sandra V. McMillan
NOTARY PUBLIC-STATE OF FLORIDA



THE NAMES OF THE GRANTORS AND GRANTEE AND THE DESCRIPTION OF THE PROPERTY WERE FURNISHED BY THE GRANTORS/GRANTEE AND NO OPINION WAS RENDERED WITH REFERENCE TO THE CONDITION OF THE TITLE OR ANY OTHER MATTERS CONTAINED HEREIN. NO TITLE ASSURANCE WAS REQUESTED OR GIVEN.

\$75000.00

PREPARED BY: Katie Price
LAWYERS TITLE INSURANCE CORP
824 Spring Lake Square
Winter Haven, Florida
33881
LTIC No. 9705373

3942 0076
POLK OFF REC. PAGE

LAWYERS TITLE INSURANCE
CORPORATION
INDIVIDUAL DEED

This Warranty Deed made this 19th day of November, 1997 between

R. K. Hughes, Sr., Willard A. Snyder and William G. Crawford, as Trustees of
the J.W. Hughes Estate Land Trust

whose mailing address is: 503 Plantation Road
Brunswick, GA 31525

DEPT 115 15.00
DEPT 291 2.00
DEPT 251 910.00
750 W
TOTAL 927.00
CHECKS 2.00
CHECKS 925.00

Hereinafter called the Grantor, and

Guy W. Rubush and Mary E. Rubush, his wife

12/19/97

7922A

Whose mailing address is: P.O. Box 121
Lake Hamilton, FL 33851

Hereinafter called the Grantee,
WITNESSETH, that the Grantor, for and in consideration of the sum of (10.00)
and other valuable considerations the receipt whereof is hereby acknowledged
has granted, bargained, and sold unto the Grantee, and Grantee's successors,
and assigns forever, all that certain parcel of land in the County of Polk and
State of Florida to wit:

The East 1/2 of the NW 1/4 of the SW 1/4 of Section 15, Township 28 South,
Range 27 East, Polk County, Florida, Less road right-of-way.

\$910.00

TAX ID # 15-28-27-000000-043040

and Grantor does hereby fully warrant title to said land and will defend the
same against the lawful claims of all persons whomsoever, except taxes for the
year 1998 and subsequent years, and restrictions, limitations, covenants, and
easements of record, if any. ("Grantor and Grantee" are used herein for
singular or plural, the singular shall include plural, and any gender shall
include all genders, as context requires.)

Signed, Sealed, and Delivered in our presence:

(Wit.) [Signature] (SEAL)
R. K. Hughes, Trustee

(Wit.) [Signature] (SEAL)
Phel Contenza Jr.

State of South Carolina
County of Cherry

The foregoing instrument was acknowledged before me on the 19th day of
November, 1997, by R. K. Hughes, as Trustee of the J.W. Hughes Estate Land
Trust who is personally known to me or has produced drivers license as
identification and has taken an oath.

WITNESS my signature and official seal in the county and state last aforesaid.

[Signature]
(Notary Public)

My commission expires 8/28/2002
(Affix Notary Seal)

Documentary Tax Pd. \$ 910.00

Intangible Tax Pd. \$

Richard M. Weiss, Clerk, Polk County

By: [Signature] Deputy Clerk

2-RETURN TO
LAWYERS TITLE INSURANCE BOX

115.00

(Wit.) Daniel K. Elbert Willard A. Snyder (SEAL)
 (Wit.) Willie Mae Gray Willard A. Snyder, Trustee (SEAL)

State of Georgia
 County of Glynn

The foregoing instrument was acknowledged before me on the 19th day of November, 1997, by Willard A. Snyder, as Trustee of the J.W. Hughes Estate Land Trust who is personally known to me or has produced drivers license as identification and has taken an oath.

WITNESS my signature and official seal in the county and state last aforesaid.

Lawelle P. Knight
 (Notary Public)

My commission expires
 (Affix Notary Seal)

Notary Public, Glynn County, Georgia
 My Commission Expires June 17, 2000.



(Wit.) Karen C. Ross
Karen C. Ross

(Wit.) Janice Clorke
Janice Clorke

State of Florida
County of Broward

William G. Crawford (SEAL)
William G. Crawford, Trustee
(SEAL)

The foregoing instrument was acknowledged before me on the 19th day of November, 1997, by William G. Crawford, as Trustee of the J.W. Hughes Estate Land Trust who is personally known to me or has produced drivers license as identification and has taken an oath.

WITNESS my signature and official seal in the county and state last aforesaid.

Kathleen A. Dykes
(Notary Public)

My commission expires
(Affix Notary Seal)

Kathleen A. Dykes



3942 0078
POLK OFFREC. PAGE

APPENDIX E

Photographs

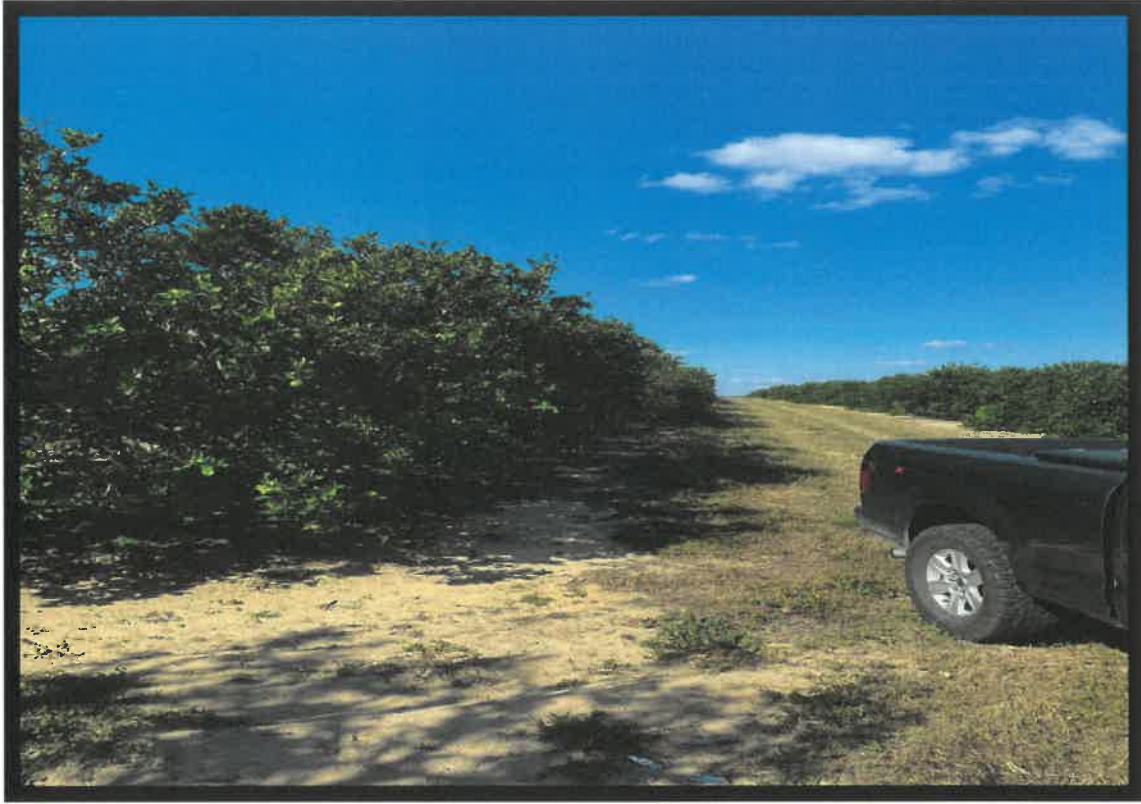


Photo 1 – Property facing North from SE corner.



Photo 2 – Property facing South from NE corner.



Photo 3 – Property facing West from SE corner.



Photo 4 – Pasture South of subject Property.



Photo 5 – Property facing West down middle road from East property line.



Photo 6 – Pump House.



Photo 7 – Irrigation Pump inside Pump House.



Photo 8 – Electric Box inside Pump House.

APPENDIX G
Preliminary Environmental Site Assessment
(Austin Environmental Consultants, Inc. - November 18, 2021)



Austin Environmental Consultants, Inc.

316 Church Street • Kissimmee, Florida • 34741 • Phone: 407.935.0535

November 18, 2021

Pennoni
Steven Elias, PE
401 Third Street SW
Winter Haven, FL 33880

RE: Environmental Site Review

Submitted via email: Steven Elias, SElias@Pennoni.com

RE: Preliminary Environmental Site Assessment
Parcel: 27-28-15-000000-043040

Mr. Elias:

The property subject to this assessment includes approximately 19.74 acres identified as Polk County Parcel 27-28-15-000000-043040 (see attached **Aerial Map and Location Map**).

Qualified scientists with Austin Environmental Consultants, Inc. (AEC) reviewed the referenced property to evaluate general site conditions and ecological constraints that may influence site development relative to wetlands and listed wildlife species. AEC conducted a site inspection on November 10, 2021, and also reviewed available online databases and published information.

METHODOLOGY

Land use and vegetative community types located within the property were identified through aerial photographic interpretation, and verified in the field through site investigation. On-site land use forms were classified using the Florida Land Use, Cover, and Forms Classification System (FLUCCS) as defined by the Florida Department of Transportation (FDOT, 1999), and are described below (see attached **FLUCCS Map**).

The site was evaluated for the potential presence of wildlife species listed as threatened (T), endangered (E), or species of special concern (SSC) as defined by the United States Fish and Wildlife Service (USFWS) and/or the Florida Fish and Wildlife Conservation Commission (FWC) and their habitat. AEC scientists conducted a review of available published information from federal and state online databases, and reviewed literature from existing sources useful in identifying the occurrence or potential occurrence of wildlife species listed as T, E, or SSC (collectively recognized as listed species), as defined by USFWS and/or the FWC. In addition, the presence of designated consultation areas, critical habitat, and/or vegetative communities and land uses with the potential to support listed species was evaluated. During the site assessment conducted by AEC,

pedestrian transects were performed by staff environmental scientists throughout the subject property. Pedestrian transects were appropriately spaced so as to accurately determine the presence/absence of protected wildlife species within the subject property.

SOILS

The onsite soil types were classified according to the Soil Survey for Polk County, Florida and available USDA Natural Resource Conservation Service (NRCS) GIS layers (see attached **Soils Map**).

The onsite soils are limited to one (1) soil type, (see **Table 1**).

Table 1 - On-site Soil Types			
ID#	Soil Name	Acres	Hydric Rating
3	Candler Sand, 0 to 5% slopes	19.74	No

WETLANDS AND OTHER SURFACE WATERS

No wetlands or surface waters were observed on-site.

UPLANDS

Citrus Groves (FLUCCS 221)

Vegetation consists mostly of planted citrus (*Citrus spp.*), with a groundcover of beggar tick (*Bidens alba*), Bermuda grass (*Cynodon dactylon*), sandbur (*Cenchrus spinifex*), purslane (*Portulaca spp.*), skunk vine (*Paederia foetida*), balsam pear (*Momordica charantia*), goose grass (*Eleusine indica*), and lantana (*Lantana spp.*). Approximately 25% of the groundcover is bare, open sand.

LISTED SPECIES ASSESSMENT

The site was evaluated for the potential presence of wildlife species listed as T, E, or SSC as defined by the USFWS and/or the FWC and their habitat. For listed species which could potentially be affected by development of the property, and therefore could potentially affect development of the property, further detailed analysis is provided below. Due to the location and soils, special emphasis was given to the potential presence of sand skinks (*Neoseps reynoldsi*) and gopher tortoises (*Gopherus polyphemus*).

Gopher Tortoise (*Gopherus polyphemus*)

The gopher tortoise is listed as Threatened by FWC. The gopher tortoise inhabits subterranean burrows in a wide variety of upland habitats, both native and altered. The site contains upland habitats which are suitable for gopher tortoises. A 100% Gopher tortoise survey of the onsite uplands was conducted by an Authorized Gopher Tortoise Agent from AEC, during the November 10, 2021 site inspection. One (1) "potentially occupied" gopher tortoise burrow was identified within the property. Any tortoise burrow that has the potential to be impacted by site manipulation must be excavated/trapped,

and any resident tortoise relocated offsite. Accordingly, a permit from the FWC will be required to capture and relocate the resident tortoise.

If the future project follows the FWC Gopher Tortoise Permitting Guidelines, the gopher tortoise is unlikely to be adversely affected by future development of the property. In addition, the presence of this species is not anticipated to significantly affect future development of the property.

Eastern Indigo Snake (*Drymarchon corais couperi*)

The Eastern indigo snake is listed as Threatened by both the USFWS and FWC. The Eastern indigo snake occurs in a wide variety of terrestrial habitat types throughout Florida. Although they have a preference for uplands, they also utilize some wetlands and agricultural areas. Indigo snakes will often seek shelter inside gopher tortoise burrows and other below- and above-ground refugia, such as other animal burrows, stumps, roots, and debris piles. If the future development project complies with the *USFWS Standard Protection Measures For The Eastern Indigo Snake*, it is anticipated USFWS (or USACE) will conclude that future development of the property “may affect, but is not likely to adversely affect” the Eastern indigo snake, and development will be allowed. The Eastern indigo snake is not anticipated to significantly affect future development of the property.

Sand Skink (*Neoseps reynoldsi*) and Bluetail Mole Skink (*Eumeces egregious lividus*)

The sand skink and bluetail mole skink are listed as Threatened by the USFWS and FWC. The project is located within the USFWS Sand and Bluetail Mole Skink Consultation Area. Per review of the NRCS Soil Survey (see attached **Soils Map**) and available topographic data, the site contains suitable sand skink soils (Candler sand) located 82 feet above sea level. This suitable soil is found throughout the site.



The subject property meets the definition of suitable habitat, so AEC performed a comprehensive pedestrian survey of the subject property by carefully inspecting any areas of open sand for characteristic skink tracks. No sand skinks or skink tracks were definitively observed during the site review. Numerous tracks of other species were observed, demonstrating that conditions were favorable for sand skink tracks to be detected if skinks were present and active.

The site has a long history of agricultural citrus use. Areas with patches of open sand occur sporadically on the site. The areas with open sand represent minimally suitable skink habitat, though no skink tracks were definitively observed or identified within these areas.

However, based on experience with similar sites and updated USFWS criteria for sand skink surveys (July 31, 2020), it is recommended that a coverboard survey be conducted within areas of open sand to verify the presence or absence of sand skinks. Formal surveys to document the absence of skinks can only be conducted between March 1 and May 15, and involve placing 2' x 2' plywood “coverboards” within all areas of suitable habitat at a density of forty (40) coverboards per-acre. Coverboards are checked once

per week for four consecutive weeks for signs of sand skinks. If sand skinks are present, permitting and mitigation will be required prior to any site development.

Bald Eagle (*Haliaeetus leucocephalus*)

The bald eagle was delisted by USFWS and FWC in August 2007 as a result of positive recovery of the species. Although the bald eagle was delisted, it continues to be protected under the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act. Federal and state guidelines for the bald eagle require that certain activities be conducted outside a 660-foot radius distance outward from a nest tree. FWC's database of documented bald eagle nest sites was queried for a 1 mile radius around the subject property. The database review revealed one (1) documented bald eagle nest (PO167) approximately 2.7 miles southwest of the property. The subject property is located well outside of the FWC recommended 660-ft buffer from all documented bald eagle nest sites. Therefore, the project is anticipated to have "no effect" on the bald eagle.

Wood Stork (*Mycteria americana*)

The project is located within the USFWS designated Core Foraging Area (CFA) of several wood stork colonies. The nearest active wood stork colony (Lake Russel) is approximately 14 miles northeast of the property. No wood storks were observed during the onsite inspection performed by AEC and there is no suitable habitat within the site. Accordingly, the project will have "no effect" on the wood stork.

Other Listed Species

The property also falls within the CA for the, Florida bonneted bat (*Eumops floridanus*), Florida grasshopper sparrow (*Ammodramus savannarum floridanaus*), Florida Scrub-jay (*Aphelocoma coerulescens*), crested caracara (*Caracara cheriway*), and Everglades snail kite (*Rostrhamus sociabilis*). However, based on lack of suitable habitat within the site and considerable distance from the nearest documented occurrence of each species, none of these species are anticipated to be affected by development of the property.

No other listed species nor sign of their utilization of the property was observed during the site inspection performed in November 2021. Not considering species individually addressed above, no other listed species are anticipated to be affected by development of the property.

SUMMARY OF FINDINGS

A 100% gopher tortoise survey was conducted and one (1) potentially occupied gopher tortoise burrow was observed on-site. Accordingly, if this burrow cannot be avoided then a permit from the FWC will be required to capture and relocate the resident tortoise. If the future project follows the FWC Gopher Tortoise Permitting Guidelines, the gopher tortoise is unlikely to be adversely affected by future development of the property. In addition, the property represents suitable habitat for the sand skink. The only way to prove absence of this species is to conduct a coverboard survey between March 1 and May 15. If sand skinks are present, permitting and mitigation will be required prior to any site development.

If you have any questions about the information contained in this report, please contact me.

Sincerely,

A handwritten signature in blue ink, consisting of a stylized 'R' followed by a large, loopy 'W'.

R. Bruce Williams, Environmental Consultant
Austin Environmental Consultants, Inc.

PHOTOGRAPHS

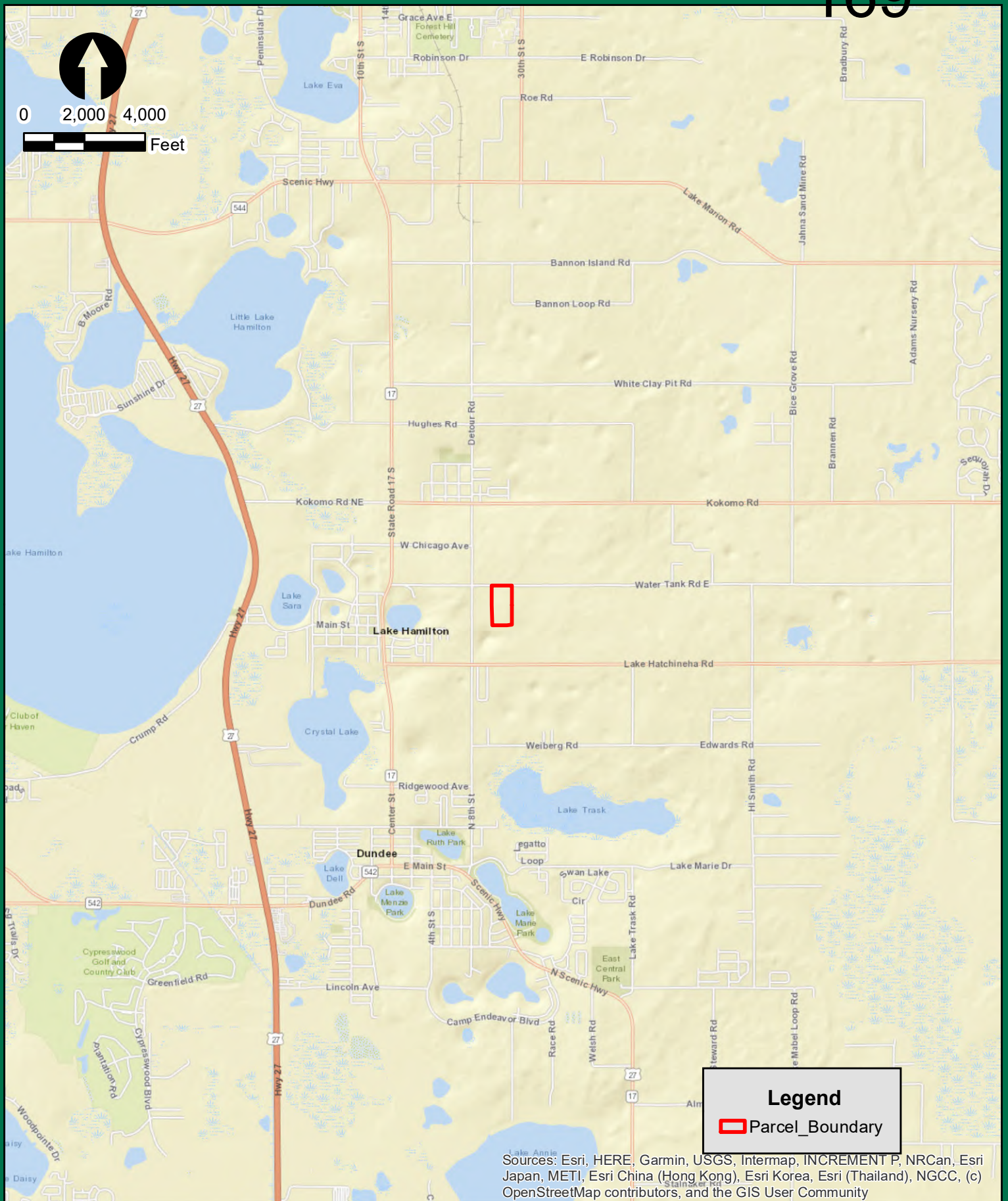


FLUCCS 221 : Citrus Groves



FLUCCS 221 : Citrus Groves (Open Sandy Area)

ATTACHMENTS

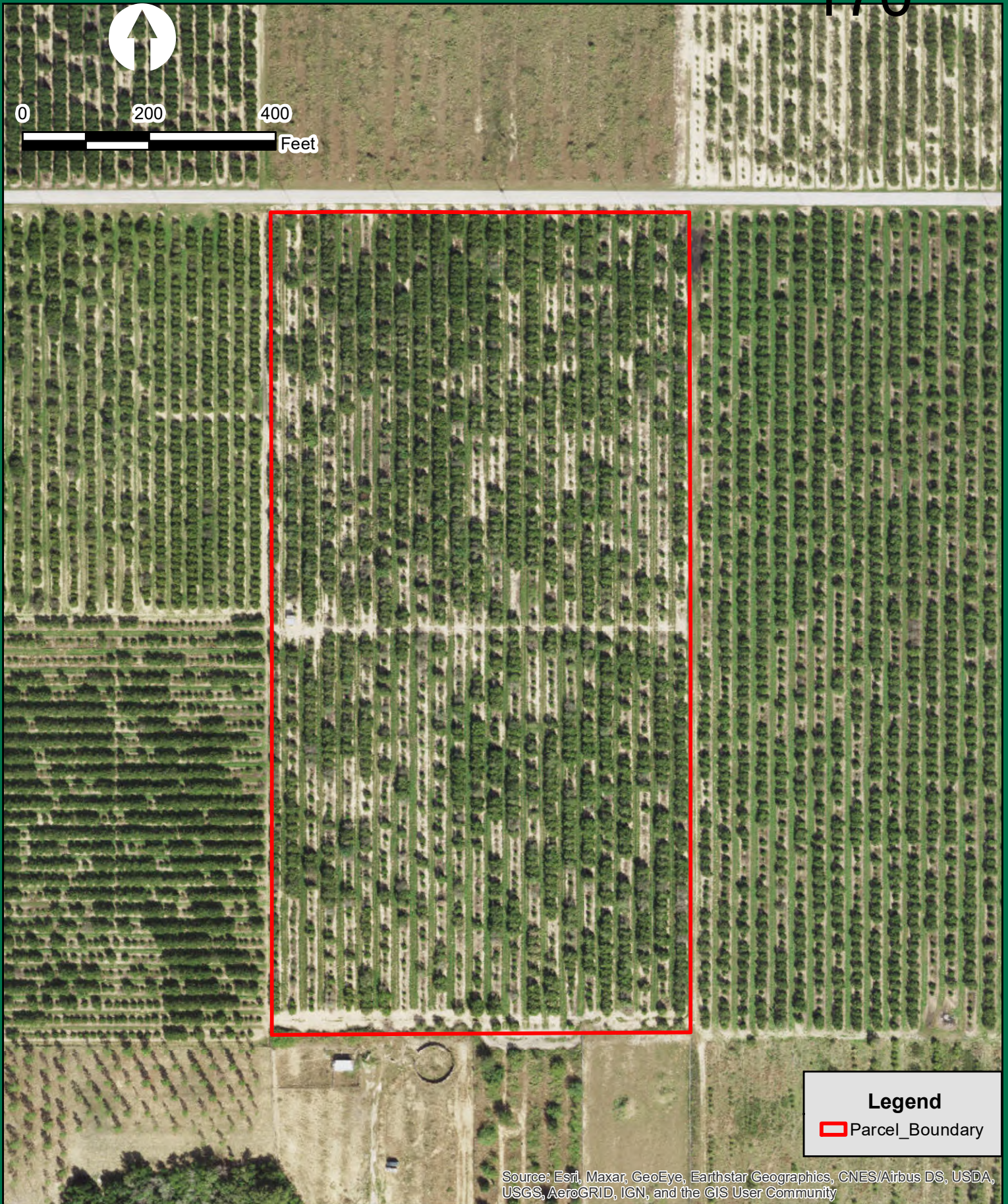


Austin Environmental Consultants, Inc.
316 Church Street
Kissimmee, Florida 34741
407.935.0535

LOCATION MAP

Parcel: 27281500000043040

Polk County

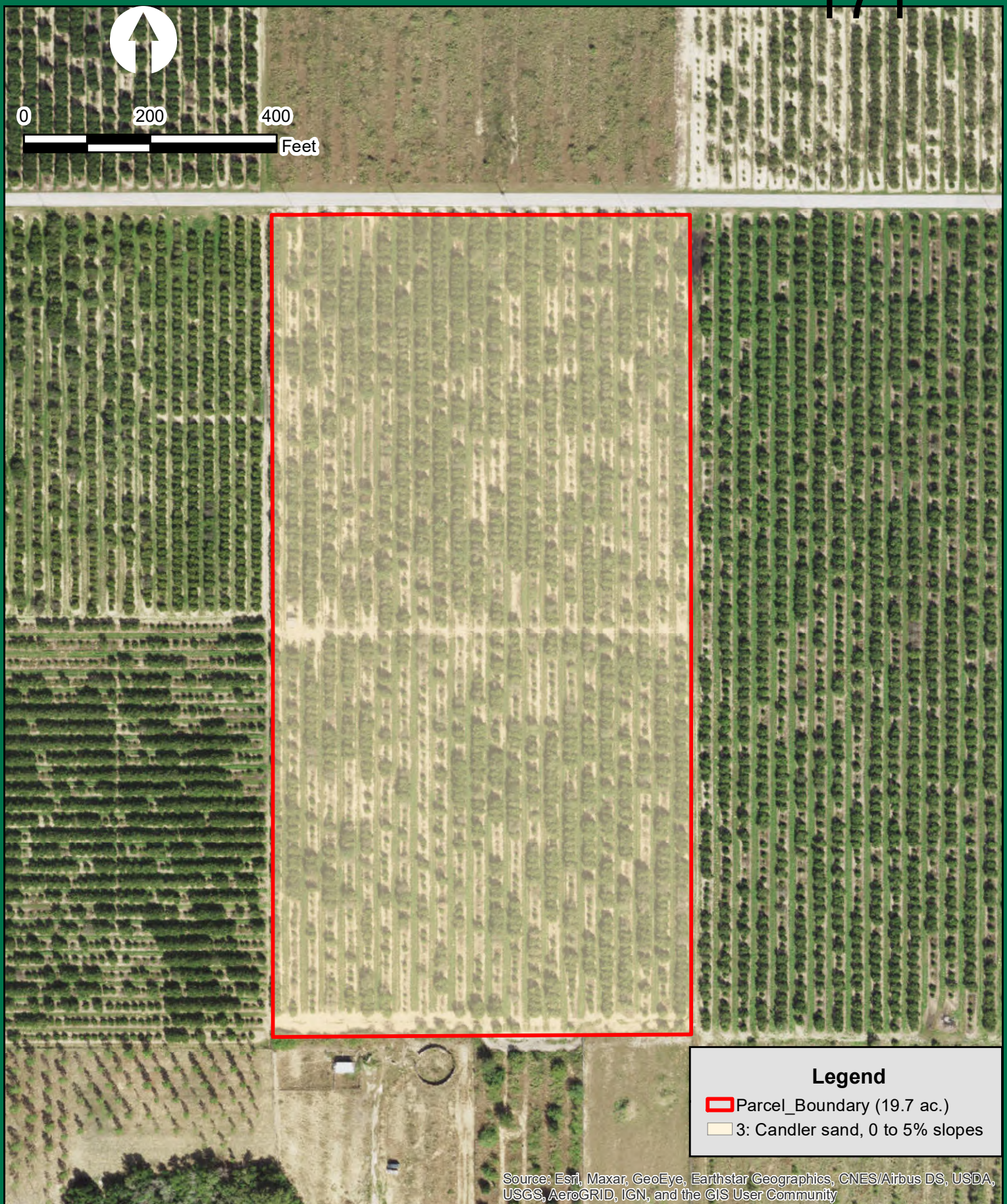


Austin Environmental Consultants, Inc.
316 Church Street
Kissimmee, Florida 34741
407.935.0535

AERIAL MAP

Parcel: 27281500000043040

Polk County

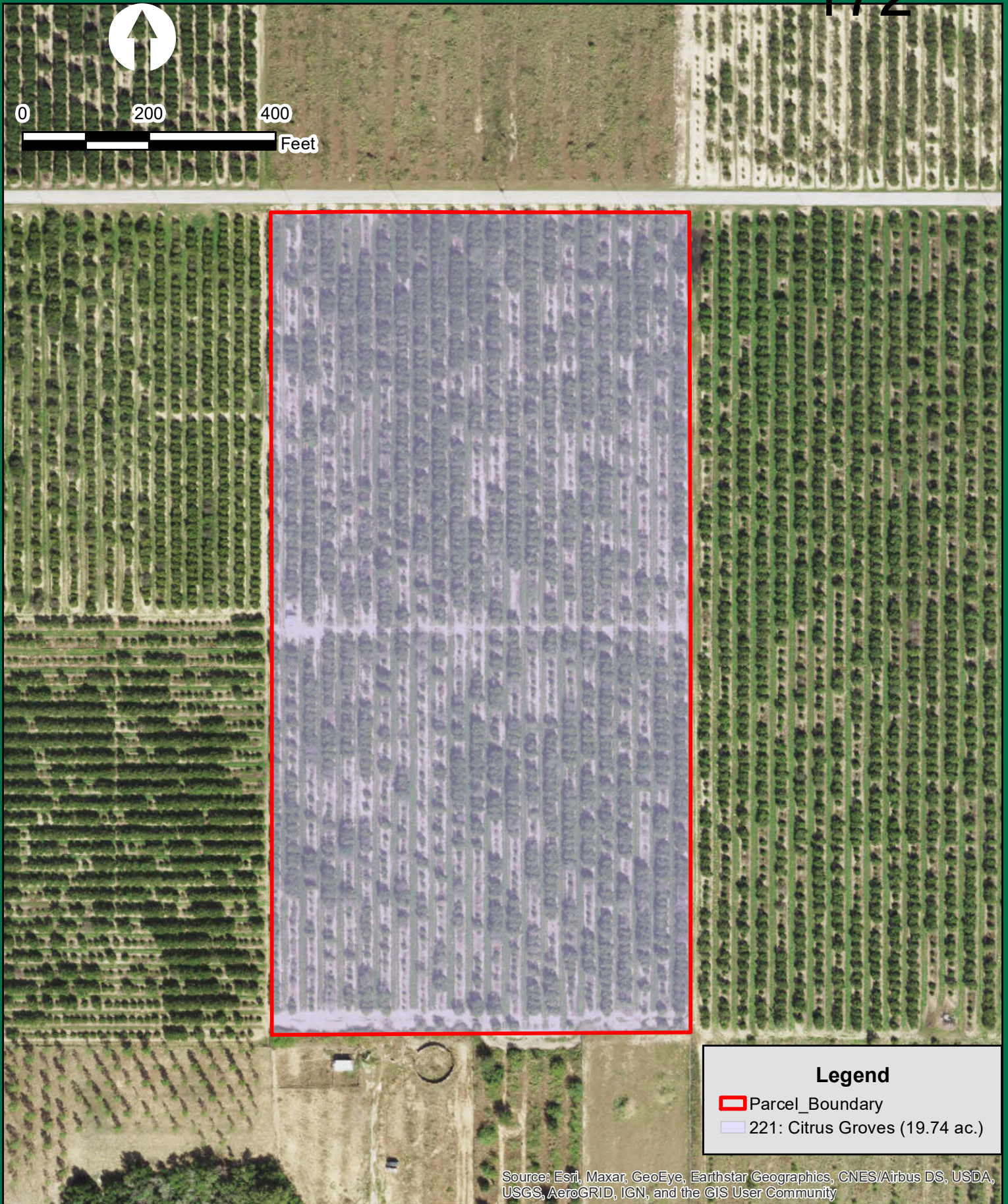


Austin Environmental Consultants, Inc.
316 Church Street
Kissimmee, Florida 34741
407.935.0535

SOILS MAP

Parcel: 27281500000043040

Polk County



Legend

- Parcel_Boundary
- 221: Citrus Groves (19.74 ac.)

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Austin Environmental Consultants, Inc.
 316 Church Street
 Kissimmee, Florida 34741
 407.935.0535

FLUCCS MAP

Parcel: 272815000000043040
 Polk County



DEVELOPER'S AGREEMENT FOR WATER & WASTEWATER UTILITY SERVICE

THIS AGREEMENT is made and entered into this _____ day of December, 2021, by and between the TOWN OF LAKE HAMILTON, a Florida municipal corporation, whose address is P.O. Box 126, 100 Smith Avenue, Lake Hamilton, FL 33851 (hereafter "TOWN") and ATLANTIC BLUE CAPITAL, LLC, whose address is 122 E Tillman Ave, Lake Wales, FL 33853 (hereafter "DEVELOPER").

RECITALS

1. The DEVELOPER owns 206.56 acres of land which is more particularly described in Exhibit "A" attached to and incorporated in this Agreement (hereafter "Property").
2. The DEVELOPER proposes to develop SCENIC TERRACE SOUTH, a development project composed of Seven Hundred Forty-Four (744) single-family homes on Two Hundred Six and 56/100s (206.56) Acres of land located on the described above, between 0.13 miles north of White Clay Pitt Road and Kokomo Road on the south with Scenic Highway (State Road 17) as its western boundary and its eastern boundary three-eighths (3/8) of a mile east of Detour Road (hereafter "Project").
3. The DEVELOPER has submitted applications and plans for Annexations and/or for Comprehensive Plan Amendments that have been approved by the TOWN, and also a Planned Unit Development application and plan that is undergoing review.
4. The DEVELOPER represents that it expects to develop the Property described in Exhibit "A" in accordance with the TOWN's Land Development Regulations and other policies in several phases, and the TOWN agrees to provide water and wastewater utility service for each phase, following completion of staff review and final action by the TOWN Council.
5. The DEVELOPER is desirous of prompting the design, permitting, construction, and operation of central water and wastewater facilities so as to receive adequate water and wastewater utility service to the Property.
6. The DEVELOPER requested utility service with connections for potable water and wastewater utility service to the Property which is located within the TOWN'S Exclusive Utilities Service Area.
7. At present, the TOWN has adequate water facilities and services, but has not yet constructed or acquired central wastewater treatment and disposal facilities.

8. The TOWN has retained a Florida Registered Professional Engineer under contract to investigate the feasibility, cost and investment of time required to design, build, and operate permanent wastewater treatment and disposal facilities .

9. In accordance with the Lake Hamilton Code of Ordinances (hereafter "Town Code"), Section 32-4(b) the TOWN has a duty to provide potable water and wastewater to the DEVELOPER within the TOWN's Exclusive Utilities Service Area, subject to the DEVELOPER's compliance with the TOWN's service extension regulations and policies.

10. The DEVELOPER shall obtain potable water service from the TOWN pursuant to the provisions of this Agreement and payment of appropriate rates, fees, and charges as provided in the Town Code.

11. To insure the timely provision of wastewater treatment and disposal facilities, however, the TOWN and the DEVELOPER are agreeing to work together in a cooperative fashion to design, permit, and construct for TOWN ownership, operation, and management the Wastewater Treatment and Disposal Facilities on lands being acquired by the TOWN that are described in Exhibit "B" attached to and incorporated in this Agreement.

12. The TOWN adopted by Ordinance a Wastewater Capital Charge of Four Thousand One Hundred Fifty Dollars (\$4,150.00), which each user of the TOWN's wastewater system shall pay for one proposed equivalent residential unit (ERC).

13. On March 16, 2021, the TOWN opened an "allocation period" for persons or entities to apply for and pay applicable fees for water and wastewater service, said allocation period shall continue indefinitely unless and until the TOWN terminates the period.

14. This Agreement shall also serve as a Reservation of Wastewater Capacity and to establish a Wastewater Capital Charge Installment Payment Plan.

ACCORDINGLY, in consideration of the above Recitals and other good and valuable considerations the receipt and sufficiency of which are hereby acknowledged, the parties do hereby AGREE as follows:

SECTION 1. RECITALS. The above Recitals are true and correct and form a material part of this AGREEMENT.

SECTION 2. DEFINITIONS. The parties agree that in construing this Agreement, the following words, phrases, and terms shall have the following meanings unless the context requires otherwise:

2.1 "Assignment" means DEVELOPER may assign all of the right, title, and interest in and to and under this AGREEMENT, subject, however, to the express condition precedent that the written consent is first obtained from TOWN, such consent not to be

unreasonably withheld. Assignee agrees to perform all of the duties and obligations of the DEVELOPER under this AGREEMENT. If the DEVELOPER has provided a Guarantee of Payment for the monies subject to this AGREEMENT in any form, (i.e., Irrevocable Letter of Credit), said Guarantee of Payment shall remain in effect until the obligations hereto have been paid in full or Assignee institutes a subsequent Guarantee of Payment to the satisfaction of the TOWN.

2.2. "Collection and Transmission Facilities" means the onsite lines, pipes and appurtenant equipment used to collect Wastewater from the Property and to transmit it offsite to the Wastewater Treatment and Disposal Facilities.

2.3. "Contribution in aid of Construction" means the sum of money, and/or property, represented by the value of the water treatment and distribution facilities and wastewater collection systems constructed by DEVELOPER, which DEVELOPER covenants and agrees to pay and/or transfer to the TOWN, as a contribution in aid of construction, to induce the TOWN to continuously provide water and wastewater service to the Property.

2.4. "Developer Facilities" means the Collection and Transmission Facilities and the Water Distribution and Transmission Facilities. By way of explanation these facilities primarily consist of onsite collection and distribution pipelines and appurtenances, as well as offsite water and wastewater transmission pipelines and appurtenances to be designed, permitted, and constructed by DEVELOPER.

2.5. "ERC" means an Equivalent Residential Connection as defined by TOWN Rate Resolutions and Ordinances, as amended from time to time. An ERC for Water Service Capacity shall be 360 GPD and for Wastewater Service Capacity shall be 270 GPD.

2.6. "GPD" means gallons per day on an average annual basis.

2.7. "Plans and Specifications" means those documents and drawings prepared by DEVELOPER's engineer for the design and construction of certain Collection and Transmission Facilities and Water Distribution and Transmission Facilities.

2.8. "Point of Delivery or Distribution" means the point where the pipes of utility are connected with the pipes of the customer. Unless otherwise indicated, the point of delivery shall be at a point on the customer's lot line.

2.9. "Potable Water" means water that has been treated to applicable, federal, state and local standards that is acceptable for human consumption.

2.10. "Project" means the project known as "Scenic Terrace South" and described in the Summary and Location Map in EXHIBITS "D" and "E" attached to and incorporated in this Agreement.

2.11 "Property" means the real property described in Exhibit "A" hereof.

2.12 “Town Code” means the Lake Hamilton Code of Ordinances.

2.13 “Town Rate Ordinances” means all ordinances, either currently in effect or to be adopted in the future by the Town Council which establish and fix rates, fees, and charges for the Town’s water and wastewater system.

2.14. “Wastewater” means water-carried wastes from residences, business buildings, institutions, industrial establishments and other customers of the TOWN Wastewater System.

2.15. “Wastewater Capital Charge” means a fee based on capital costs spent to provide wastewater and the impact that each individual structure(s) has on said system, as set forth from time to time in Town Rate Ordinances.

2.16. “Wastewater Treatment and Disposal Facilities” means the wastewater treatment plant and ponds to be constructed by TOWN, in consultation with the DEVELOPER, on lands owned by the TOWN.

2.17. “Wastewater Service Capacity” means the rate of wastewater flow measured in GPD for which Wastewater Treatment and Disposal Facilities and associated Collection and Transmission Facilities are designed and are capable of collecting, transmitting, treating, and disposing, in accordance with applicable governmental requirements and regulations.

2.18. “Water Impact Fee” means those fees and charges established and collected by the TOWN to recover the capital costs of all Water Facilities, as set forth from time to time in TOWN Rate Ordinances.

2.19. “Water Distribution and Transmission Facilities” means all lines, meters, pipes, and appurtenant equipment necessary to distribute potable water from the Water Treatment Facilities to the structures to be served within the Project, all in accordance with TOWN rules and regulations.

2.20. “Water Service Capacity” means the rate of water which can be pumped from the ground, treated to become potable, transmitted and distributed, where such amount is measured in gallons per day, based upon maximum daily domestic demand and fire flows.

2.21. “Water Treatment Facilities” means those facilities operated by the TOWN necessary to properly treat water to potable standards and store water prior to transmission and distribution.

SECTION 3. PROVISION OF SERVICE. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by the DEVELOPER, the TOWN covenants and agrees that it will allow the connection of the Water Distribution and Transmission Facilities and Collection and Transmission Facilities installed by

DEVELOPER to the central water and wastewater facilities of the TOWN in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules and regulations of the Department of Health and the Florida Department of Environmental Protection. The TOWN agrees that once it provides water and wastewater service to the Property and DEVELOPER, or others have connected customer installations to its system, that thereafter, the TOWN will continuously provide, in accordance with the other provisions of this Agreement, and of applicable laws, including rules and regulations and rate schedules, water and wastewater service to the Property in a manner to conform with all requirements of all governmental agencies having jurisdiction over the water and wastewater systems of the TOWN. The DEVELOPER, its successors and assignees agree to timely and fully pay all then applicable monthly rates, fees, and charges to the TOWN and otherwise fully comply with the TOWN's rules, regulations, and ordinances applicable to the provision of water and wastewater service. For each developed lot seeking TOWN services pursuant to this Agreement, DEVELOPER, its successors and assignees agree to timely pay applicable TOWN water impact fees and wastewater capital charges (subject to any ERC credits granted herein that may apply) based on TOWN impact fee and capital charge rates in effect at the time actual connection of the applicable lot is made. The DEVELOPER, as a further consideration for this Agreement, agrees that it shall not (the words "shall not" being used in a mandatory definition) engage in the business of providing Utility Service to the Property during the period of time the TOWN, its successors and assignees, provide Utility Service to the Property, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land. Additionally, under the provisions of this Agreement, the TOWN shall have the sole and exclusive right and privilege to provide water and wastewater utility service to the Property and to the occupants of each residence, building or unit constructed thereon.

SECTION 4. DESIGN AND CONSTRUCTION OF DEVELOPER'S FACILITIES.

4.1. Design of Developer's Facilities. As a condition precedent to this right to receive potable water service and wastewater service, from TOWN, DEVELOPER shall, at its expense, cause its own Florida Registered Professional Engineer to design, produce and submit to TOWN for its review, approval or rejection, prior to construction, graphic plans and written specifications for the construction of Developer's Facilities to serve the Project.

4.2. Approval of Plans and Specifications. TOWN shall review, approve or reject, any such plans and specifications submitted pursuant to subsection 4.1 hereof within thirty (30) days after receipt of said documents, such approval not to be unreasonably withheld. If the TOWN fails to approve or reject such plans and specifications by the thirtieth (30th) day after receipt of said documents, the TOWN shall be deemed to have approved such plans and specifications. At DEVELOPER's expense, DEVELOPER's Engineers shall make corrections or modifications to any portion of the plans and specifications which are unacceptable to TOWN, and shall resubmit the corrected or modified plans and specifications to TOWN for further review until TOWN approves the plans and specifications. TOWN shall have, in each case, thirty (30) additional days within which to approve or reject any such revisions to said plans and specifications.

4.3. Permitting. DEVELOPER shall, at its expense, obtain all necessary federal, state and local permits or approvals required for the construction of Developer's Facilities to be constructed pursuant to this Agreement. DEVELOPER shall send written copies of all permit applications filed with federal, state or local governmental entities to TOWN and shall also provide TOWN with copies of all written permits, approvals, requests for additional information, or denials received by DEVELOPER in connection with such permit applications.

4.4. Construction of Developer's Facilities. After TOWN's approval of the plans and specifications for any phase or portion of Developer's Facilities, DEVELOPER shall, at its expense, construct and install that phase or portion of Developer's Facilities as substantially the same are depicted in TOWN's approved plans and specifications therefore. DEVELOPER warrants that Developer's Facilities to be constructed by it pursuant to this Agreement shall be constructed in accordance with the approved plans and specifications, and also in substantial accordance with all applicable state, federal and local laws regulations, rules and ordinances.

4.5. Inspection and Approval of Construction.

a. TOWN shall have the continuing right to enter upon PROPERTY, right-of-ways, and easement areas within which Developer's Facilities are constructed to inspect the construction of any such facilities at any time without prior notice. TOWN shall have the right to disapprove all or any portion of Developer's Facilities which are not constructed in substantial accordance with the approved plans and specifications thereof and shall give email notice within three (3) working days of any construction deficiencies discovered during the course of any such inspection. Within ten (10) days after the date TOWN inspects any such facilities, TOWN shall give written notice to DEVELOPER of the existence of construction deficiencies.

b. The written notice of construction deficiencies shall specify the nature of the particular construction deficiencies. All corrective action shall be done by DEVELOPER at its expense. Upon correction of such deficiencies, DEVELOPER shall notify TOWN of the correction(s) and TOWN shall thereafter re-inspect the construction within five (5) business days from the receipt of said notice. TOWN reserves the right to inspect DEVELOPER during corrective action.

c. Prior to application for a TOWN building permit for any structures within the Project, DEVELOPER shall give written notice to TOWN of an anticipated completion of construction of those Developer's Facilities necessary to enable TOWN to provide water and wastewater service to said structures. Said notice shall request a specific date for TOWN's acceptance inspection (also to be the date when the pressure test, bacteriological test and any other tests shall be performed), and shall not be less than thirty (30) days from the date of said notice, provided said date shall not fall on a Saturday, Sunday, or legal holiday. TOWN shall inspect the construction of, and witness the tests for, any such Developer's Facilities for which it has received said written notice. Within thirty (30) days after TOWN receives notification of all such test results, TOWN shall

prepare and send written notice to DEVELOPER of acceptance or the rejection of said facilities.

d. Upon correction of any construction deficiencies discovered during the inspection referred to in subsection 4.5 (c) hereof, DEVELOPER shall notify TOWN of the correction(s) and the date when new tests and another inspection shall be performed, which date shall be no less than five (5) business days from the date of receipt of said notice. Upon passage of all necessary tests, TOWN shall approve DEVELOPER's compliance with all other applicable regulations and subsection 4.8 hereof, assume ownership, control and responsibility for the operation and maintenance of the same pursuant to Section 4 hereof.

e. The time limits for TOWN inspections, reviews, approvals and rejections of design and construction, set forth herein, shall apply to inspections, reviews, approvals, and rejections of DEVELOPER's Facilities only, and shall not bind TOWN with respect to any other inspections, reviews, approvals and rejections concerning PROPERTY.

f. If DEVELOPER desires to carry on work at night or outside the Business Day, DEVELOPER shall submit a request to TOWN. DEVELOPER shall provide three (3) Business Days' notice to enable satisfactory arrangements to be made for inspecting the work at night or outside the Business Day. When granted permission, DEVELOPER shall reimburse TOWN for overtime incurred by its inspection personnel.

4.6. Conveyance or Dedication of Facilities and Easements.

a. No later than ten (10) days after request by TOWN (but prior to TOWN's final acceptance of any phase of Developer's Facilities), DEVELOPER shall provide TOWN an opinion from DEVELOPER's counsel to TOWN, upon which TOWN will rely, to the effect that the lands to be encumbered by all easements to be conveyed or dedicated by DEVELOPER to TOWN pursuant to this AGREEMENT with respect to that phase or portion of DEVELOPER's facilities to be accepted by TOWN for ownership, operation and maintenance are, in fact, owned by DEVELOPER, free and clear of all liens (including mechanics' liens) and encumbrances, except for any lien or encumbrances of record, previously disclosed to the TOWN by DEVELOPER, or to which the TOWN otherwise has knowledge. In the event that liens and encumbrances exist, they shall be listed in the opinion, other than those acceptable and approved, in writing, by TOWN. Such opinion of counsel, when rendered, may reflect that the lands involved are encumbered by a development mortgage or mortgages.

b. Prior to final acceptance of DEVELOPER's Facilities for ownership, operation and maintenance by TOWN, DEVELOPER shall:

1) convey, grant or dedicate to TOWN, free and clear of all liens and encumbrances (except for any lien or encumbrance of record, previously disclosed to the TOWN by DEVELOPER, or to which the TOWN otherwise has knowledge), such easements as are necessary for TOWN to own, operate, maintain, repair, expand and

replace Developer's Facilities accepted by TOWN, including all Developer's Facilities constructed thereon, and,

2) transfer and convey to the extent that the same are transferable all governmental approvals and permits that will enable TOWN to operate the applicable phase or portion of those Developer's Facilities and provide Water Service Capacity and Wastewater Service Capacity to the Property, and notify all governmental agencies of such transfer and conveyance as may be required by law. TOWN shall review and approve or reject within twenty-one (21) days after receipt thereof, all documents submitted by DEVELOPER pursuant to this subsection 4.6(b).

4.7. Maintenance Bond.

a. DEVELOPER shall submit an itemized construction costs for the Utilities extended by DEVELOPER, suitable to TOWN prior to final acceptance or approval of such facilities. TOWN will retain the right to accept or reject the construction costs. This itemized construction costs submitted shall be used to determine the amount of the bond or letter of credit for purposes of this subsection 4.7.

b. Prior to the final acceptance by TOWN of said phase or portion of said facilities, DEVELOPER shall obtain a maintenance bond for the period of one (1) year from an agreed upon date for acceptance in a form reasonably acceptable to TOWN. The Maintenance Bond will be made payable to TOWN, in an amount equal to twenty-five percent (25%) of the construction cost of said phase or portion of said facilities in order to guarantee the correction of any defects in workmanship or materials of said facilities.

c. In lieu of providing maintenance bonds as set forth in this subsection 4.7.b, DEVELOPER may, at its option, provide irrevocable letters of credit, drawn on a bank located and doing business in Polk County, Florida, made payable to TOWN in an amount equal to twenty-five percent (25%) of the construction cost of said phase or portion of said facilities and in a form acceptable to TOWN.

4.8. Effect of Reviews, Inspections, Approvals, & Acceptances. Any reviews, inspections, approvals, and acceptances or the absence thereof by TOWN of the plans and specifications and construction shall not constitute a waiver of any claims arising from (1) faulty or defective design, (2) faulty or defective construction, (3) unsettled liens and encumbrances, and (4) tort claims.

4.9. Expansion and Interconnection By The TOWN. TOWN may expand any of DEVELOPER's Facilities which it accepts pursuant to this AGREEMENT, or interconnect said facilities with other portions of TOWN's potable water or wastewater systems (as appropriate) at any time at TOWN's expense. TOWN may allow other connections to the systems as TOWN deems appropriate for service to adjacent properties.

4.10. Hold Harmless Clause. DEVELOPER covenants and agrees to indemnify and save harmless TOWN and to defend it from all costs, expenses, damages, attorney's fees, injury or loss, to which TOWN may be subjected by any person, firm, corporation or

organization by reason of any wrongdoing, misconduct, want or need to care of skill, negligence or default or breach of contract, guaranty, or warranty, by DEVELOPER, his employees, his agent or assigns.

SECTION 5. ACCEPTANCE FOR OPERATION AND MAINTENANCE OF DEVELOPER'S FACILITIES.

5.1. Subject to DEVELOPER's compliance with the current editions of each utilities Rules and Specifications (Standards) and the provisions hereof, TOWN or its successors shall accept ownership and assume responsibility for the operation and maintenance of those Developer's Facilities for which TOWN has accepted, up to, including, but not further than, the location of each individual point of service connection. For potable water, the point of connection is the meter. For wastewater, the point of connection is the cleanout placed at the right-of-way lines or easement lines.

5.2. TOWN shall not be responsible for the operation and maintenance of any Developer's Facilities located outside of right-of-ways or easements granted to TOWN pursuant to the AGREEMENT.

5.3. Upon acceptance of Developer's Facilities by TOWN as contemplated in this Agreement, all customers of those facilities shall be deemed customers of the TOWN. TOWN shall collect all potable water and wastewater utility service rates, fees, charges and deposits for those facilities, without exception, in accordance with TOWN's Rate Ordinances, prior to TOWN staff setting meters requested by the customers.

5.4. In addition to other applicable requirements, all property owners and customers must provide, at their expense, potable water and wastewater plumbing service lines as a condition precedent to receiving potable water and wastewater utility service from TOWN.

5.5. Applicable water impact fees for potable water and wastewater capital charges for wastewater utility services will be paid to TOWN prior to issuance of building permits as set forth in this Agreement.

5.6. DEVELOPER's contractual rights, duties, and responsibilities herein shall not be assignable unless agreed to, in writing, by TOWN, but shall run with the land. The TOWN agrees not to unreasonably withhold consent.

5.7. The above charges are based upon the actual current approved rates, fees, and charges. DEVELOPER agrees that if charges change or if new charges are approved and in effect at the time of connection, DEVELOPER will pay the difference between the current charges and those in effect at the time of connection as well as any new charges required at the time of connection. All rates and charges made by the TOWN to DEVELOPER, and to the future customers who will be serviced by the TOWN, shall be made in accordance with rules and regulations as may from time to time be amended, adopted and approved by the TOWN in accordance with its regulatory authority contained in applicable statutes, resolutions, rules and regulations.

SECTION 6. PROVISION OF WATER TREATMENT FACILITIES & WASTEWATER TREATMENT AND DISPOSAL FACILITIES; RESERVATION OF WASTEWATER CAPACITY. The TOWN shall provide all necessary central Water Treatment Facilities and Water Service Capacity via its water system in accordance with the TOWN Code and subject to the terms and conditions of this Agreement. With respect to the provision of central wastewater service, the TOWN does not at this time own and operate a wastewater treatment plant and effluent disposal facilities. One of the purposes of this Agreement is to provide a transitional means of providing central wastewater service to the Project by means of Wastewater Treatment and Disposal Facilities to be constructed by the TOWN.

6.1. Wastewater Treatment and Disposal Facilities. The TOWN has acquired a nineteen-acre parcel described in Exhibit "B" attached to and incorporated in this Agreement. The TOWN shall design, permit, and construct the Wastewater Treatment and Disposal Facilities on the parcel of land described in Exhibit "B" hereof in the manner set forth below. The initial phase of the Wastewater Treatment and Disposal Facilities shall be designed, permitted, and constructed such that the said Facilities shall service a minimum of 200,000 GPD (744 ERCs) of Wastewater Service Capacity. The TOWN shall (1) be responsible for designing, permitting, and constructing the Wastewater Treatment and Disposal Facilities, (2) make the final determination of the sizing of the phases of the Wastewater Treatment and Disposal Facilities, and (3) may at its discretion expand, modify, or relocate the Wastewater Treatment and Disposal Facilities. The TOWN shall use its best efforts to complete construction for delivery of Wastewater Service Capacity of the initial phase of the Wastewater Treatment and Disposal Facilities within fifteen (15) months after the effective date of this Agreement. The TOWN is contributing the cost of the land for construction of the initial phase of the Wastewater Treatment and Disposal Facilities which is Five Hundred Eighty-Eight Thousand Dollars (\$588,000.00).

6.2. Contribution by DEVELOPER for Wastewater Treatment & Disposal Facilities. The DEVELOPER will initially pay for the design, permitting, and construction of its portion of the first phase of the Wastewater Treatment and Disposal Facilities. The design, permitting, and construction of an initial phase of the Wastewater Treatment and Disposal Facilities capable of providing 200,000 GPD of Wastewater Service Capacity is currently estimated to be One Million Five Hundred Thousand Dollars (\$1,500,000.00), hereafter the "Initial Estimate." The DEVELOPER shall pay the Initial Estimate to the TOWN prior to construction of the said first phase of the Wastewater Treatment and Disposal Facilities in four (4) equal installments as follows:

(1) First installment of THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$375,000.00) due upon execution of this Agreement,

(2) Second installment of THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$375,000.00) due upon completion of design of the Wastewater Treatment and Disposal Facilities,

(3) Third installment of THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$375,000.00) due upon completion of permitting of the Wastewater Treatment and Disposal Facilities, and,

(4) Fourth installment of THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$375,000.00) due upon completion of construction of the Wastewater Treatment and Disposal Facilities.

Upon completion of construction of the initial phase of the Wastewater Treatment and Disposal Facilities, the TOWN shall determine the final cost to design, permit, and construct an initial phase of the Waste Water Treatment and Disposal Facilities capable of providing 200,000 GPD of Wastewater Service Capacity. Within sixty (60) days of the completion of such initial phase of the Wastewater Treatment and Disposal Facilities, the TOWN shall provide notice to the DEVELOPER detailing the amount of such final cost and detailing the amount in excess of the Initial Estimate (the "True Up Cost"). After receipt of such notice, the DEVELOPER shall pay the True Up Cost. If the TOWN fails to deliver notice of the True Up Cost to DEVELOPER by the sixth (60th) day following completion of construction of the initial phase of the Wastewater Treatment and Disposal Facilities, the True Up Cost shall be deemed to be \$0.

6.3. Reserved Wastewater Service Capacity; Credits; Payments for Capacity Beyond Initial Phase. Upon completion of construction of the initial phase of the Wastewater Treatment and Disposal Facilities and payment of the Initial Estimate and True Up Cost, the DEVELOPER shall be entitled to (a) five hundred (500) ERCs of Wastewater Service Capacity (the "Initial ERC Credit") and (b) an amount of ERCs equal to the total True Up Cost divided by the then current wastewater capital charge (the "True Up ERC Credit," and collectively with the Initial ERC Credit, the "ERC Credits") in each case without the requirement to pay any other wastewater capital charge, impact fee, connection fee, or contribution in aid of construction. Effective upon completion of construction of the initial phase of the Wastewater Treatment and Disposal Facilities, the TOWN grants the DEVELOPER the ERC Credits and authorizes DEVELOPER to collect and retain from builders the TOWN's Wastewater Capital Charges applicable thereto to recover its contribution in aid of construction of the Wastewater Treatment and Disposal Facilities. To reserve any additional Wastewater Service Capacity beyond the ERC Credits reserved hereunder, the DEVELOPER shall pay the then current wastewater capital charge for each additional ERC of Wastewater Service Capacity above the ERC Credits. The TOWN hereby commits and guarantees to provide any additional purchased ERCs of Wastewater Service Capacity when needed.

6.4. Right to Review and Participate. The DEVELOPER shall have the right to review and participate in the design, engineering, permitting, and construction of the Wastewater Treatment and Disposal Facilities and shall be notified of and, in the DEVELOPER's sole discretion, included in all in person, telephonic, video, or other meetings related to the design, engineering, permitting, and construction of the Wastewater Treatment and Disposal Facilities.

6.5. Liquidated Damages Payment. So long as the DEVELOPER has made timely payments as set forth in Subsection 6.2 hereof, the TOWN shall be subject to and shall pay to DEVELOPER a liquidated damages payment of TWELVE THOUSAND DOLLARS (\$12,000.00) per month for each month the construction of the Wastewater Treatment and Disposal Facilities is not substantially complete and certified for acceptance of sewage flows beyond the fifteen (15) months after the effective date of this Agreement.

6.6. Off-Site Water and Wastewater Transmission Pipelines. DEVELOPER agrees to design, permit, and construct the necessary off-site Collection and Transmission Facilities, and off-Site Water Transmission Facilities as depicted on Exhibit "C" attached to and incorporated in this Agreement. Design and construction shall be subject to prior TOWN review and approval, such approval not to be unreasonably withheld or delayed. The TOWN shall have the right to require oversizing of the off-site Collection and Transmission Facilities, and off-site Water Transmission Facilities so long as the TOWN pays for the oversizing incremental cost of said Facilities. The oversizing incremental cost shall mean the difference between the cost of the materials of the pipeline size determined by the TOWN to be constructed and the cost of the materials of the pipeline size necessary to serve only the Property.

SECTION 7. CONDITIONS PRECEDENT TO TOWN SERVICE. In order to induce the TOWN to provide water and wastewater service to the Property, DEVELOPER agrees to do the following as a condition of receiving water and wastewater service (a) perform or cause to be performed the design, permitting and construction of the on site and offsite Water Distribution and Transmission Facilities and Collection and Transmission Facilities proposed to be installed to provide service to the Property and (b) pay the Developer Contribution to the TOWN as set forth in this Agreement.

SECTION 8. NOTICES; PROPER FORM. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to TOWN:

Sara Irvine, Town Administrator
Town of Lake Hamilton
100 Smith Avenue
PO Box 126
Lake Hamilton, FL 33851

With a copy to:

Thomas A. Cloud
Gray Robinson
301 East Pine Street, Suite 1400
Orlando, FL 32801

B. If to DEVELOPER

JD Alexander
212 East Stuart Avenue
Lake Wales, FL 33853

With a copy to:

Foley & Lardner, LLP
Attn: Britton Alexander
100 North Tampa Street
Suite 2700
Tampa, FL 33602

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Respective counsel for the parties hereto may deliver Notice on behalf of that party. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

SECTION 9. SURVIVAL OF COVENANTS. The rights, privileges, obligations and covenants of DEVELOPER and the TOWN shall survive the completion of the work of DEVELOPER with respect to completing the water and wastewater facilities and services to any phase area and to the Property as a whole.

SECTION 10. ENTIRE AGREEMENT; AMENDMENTS; APPLICABLE LAW; ATTORNEY'S FEES. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between DEVELOPER and the TOWN, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between DEVELOPER and the TOWN. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed duly executed by DEVELOPER and TOWN. This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of the TOWN and it shall be and become effective immediately upon execution by both parties hereto. In the event that the TOWN or DEVELOPER is required to enforce this Agreement by court proceedings or otherwise, by instituting suit or otherwise, then the TOWN or DEVELOPER shall be entitled to recover all costs incurred, including reasonable attorney's fees.

SECTION 11. RECORDATION. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Polk County, Florida at the expense of the DEVELOPER.

SECTION 12. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 13. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he has the full power and authority to bind the entity for which that person is signing.

SECTION 14. ARMS LENGTH TRANSACTION. Both parties have contributed to the preparation, drafting and negotiation of this document and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement.

SECTION 15. TERM. This Agreement shall be for a term of twenty (20) years from the date of execution.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

FOR THE DEVELOPER:

Company Name: ATLANTIC BLUE
CAPITAL, LLC

(CORPORATE SEAL)

Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Before me, personally appeared _____,
Agent of _____ Corporation, well known and known to be the
person acknowledged to and before me that he executed said instrument for the purposes
therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this
_____ day of _____, 20__.

Notary Public, State of _____

My Commission expires:

TOWN OF LAKE HAMILTON, FLORIDA

Michael Kehoe, Mayor-Councilor

Approved as to form and correctness:

Thomas A. Cloud, Special Counsel

EXHIBIT "A"**LEGAL DESCRIPTION OF PROPERTY**

The subdivisions, parcels, areas, groups, or other identified properties are known Scenic Terrace South and identified in the following property parcel descriptions provided by Cassidy Holdings, LLC.

SCENIC TERRACE SOUTH**Legal Descriptions:**

Parcel No. 272810-000000-034020: The South 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 10, Township 28 South, Range 27 East, Polk TOWN, Florida, Less right-of-way on the West and South sides.

Parcel No. 272810-000000-043010: The North 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 10, Township 28 south, Range 27 East, Polk TOWN, Florida, Less right-of-way on the West and North sides.

Parcel No. 272810-000000-041030: The West 400 feet of the North 990 feet of the NE 1/4 of the SW 1/4 of Section 10, Township 28 South, Range 27 East, Polk TOWN, Florida, Less right-of-way on the North side.

Parcel No. 272809000000012010: The East 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 9, Township 28 south, Range 27 East, Polk TOWN, Florida, LESS maintained right-of-way on the South and East sides, and containing 19.23 acres. Surrounding land uses are displayed in the following diagram.

Parcel No. 272809000000012020: The West 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 9, Township 28 south, Range 27 East, Polk TOWN, Florida, LESS maintained right-of-way on the North and South sides, and containing 19.49 acres.

Parcel No. 272809000000023010: The Northeast 1/4 of the Southeast 1/4 of Section 9, Township 28 south, Range 27 East, Polk TOWN, Florida, LESS road right-of-way for State Road 17 and maintained right-of-way for Hughes Road, and containing 38.89 acres.

Parcel No. 272809-000000-014030: The N 1/2 of the SW 1/4 of the NE 1/4 and the SE 1/4 of the SW 1/4 of the NE 1/4 of Section 9, Township 28 South, Range 27 East, Polk TOWN, Florida, Less right-of-way on the North, West and South sides.

Parcel No. 272809-000000-014020: The SW 1/4 of the SW 1/4 of the NE 1/4 of Section 9, Township 28 South, Range 27 East, Polk TOWN, Florida; Less right of way for State Road 17 on the East side thereof.

Parcel No. 272809-000000-041050: All that part of the North $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 9, Township 28 South, Range 27 East, Polk TOWN, Florida, lying East of the right of way of the Atlantic Coast Line Railroad Company, West of the right of way of State Road 17.

Parcel No. 272809-000000-041040: That Part Of Following Desc Which Lies In N1/2 of NE1/4 of SW1/4 Comm N1/4 Cor of Sec N 88 Deg 26 Min 30 Sec E 494.76 Ft To C/L Abandoned RR S 47 Deg 11 Min 38 Sec W 674.37 Ft Southwesterly Along Curve 365.63 Ft To the Point of Beginning S 53 Deg 46 Min 25 Sec E 65 Ft To Easterly RR R/W Southwesterly Along Curve 1314.72 Ft S 04 Deg 36 Min 00 Sec E 1344.26 Ft To S Line Of N1/2 Of NE1/4 Of SW1/4 S 88 Deg 43 Min 39 Sec W 100.17 Ft N 04 Deg 36 Min 00 Sec W 1338.45 Ft Northeasterly Along Curve 1385.98 Ft S 53 Deg 46 Min 25 Sec E 35 Ft To Point of Beginning.

Parcel No. 272809-000000-041020: SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ & NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, of Section 9, Township 28 South, Range 27 East. Less and except that part thereof lying within right of way conveyed to Atlantic Coast Line Railroad Company in Deed Book 101, page 120, and Deed Book 146, Page 408, also less and except right of way for S.R. No. 17 on the East boundary thereof.

All of that certain land situated in Section 9, Township 28 South, Range 27 East, Polk TOWN, Florida more fully described as follows: Tract A: That part of the Easterly 100 ft of Grantor's right of way lying between N & S boundaries of S $\frac{1}{2}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ Section 9, Township 28 South, Range 27 East, Polk TOWN, Florida.

A strip or parcel of Seaboard System Railroad, Inc's vacated 130 foot wide right of way, lying 65 feet each side of the center line of Seaboard System Railroad, Inc's former Haines City Sebring Main Track, said parcel of right of way being the Easterly 100 ft and beginning at the North line of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 9, Township 28 South, Range 27 East, Polk TOWN, Florida and extending South 655 feet, being part of Seaboard System Railroad, Inc's right of way as recorded by deed dated August 21, 1910, Deed Book 101, Page 119, Recorded October 20, 1910, and by deed dated August 25, 1926, Patent No. 984227.

SCENIC TERRACE SOUTH, Total Project Area = 206.56 acres

EXHIBIT “D”**PROJECT DESCRIPTION / SUMMARY**

Scenic Terrace South is designed as a cohesive, planned community consisting of varying lot sizes, appropriate perimeter buffering, and significant parks and open space. The site lies atop the Lake Wales Ridge and is steeply sloped from the northeast to the southwest.

The project is planned for a total of 744 single family dwelling units (du) at a density of approximately 3.9 du per acre. The community parks will be connected through a trail network that will marry the neighborhoods with important Town elements, including a future school site and existing Gunter Park. Scenic Terrace will also provide the opportunity for future non-residential uses to serve the neighborhoods with appropriately scaled retail and professional services.

The neighborhoods within the community will have external access to Scenic Highway, Hughes Road, Detour Road and Kokomo Road. The Project will be home to almost 2,000 new residents of Lake Hamilton when it is built out in four years.



Vacant Land Contract

1* **1. Sale and Purchase ("Contract"):** RUBUSH C&C, LLC
2* **("Seller")** and THE TOWN OF LAKE HAMILTON
3 **("Buyer")** (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
4 described as:

5* Address: Water Tank Rd Haines City FL 33844

6* Legal Description:
7 The East 1/2 of the NW 1/4 of the SW 1/4 of Section 15, Township 28 South, Range 27 East,
8 Polk County, Florida

11* SEC ___/TWP ___/___/RNG ___ of Polk County, Florida. Real Property ID No.: 27-28-15-000000-043040
12* including all improvements existing on the Property and the following additional property: _____

14* **2. Purchase Price:** (U.S. currency) \$ 578,500.00

15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

16* Escrow Agent's Name: Straughn & Turner, PA

17* Escrow Agent's Contact Person: Mark Turner

18* Escrow Agent's Address: 255 Magnolia Avenue SW Winter Haven FL 33880

19 Escrow Agent's Phone: 863-293-1184

20* Escrow Agent's Email: MTurner@straughnturner.com

21 (a) Initial deposit (\$0 if left blank) (Check if applicable)

22. ☐ accompanies offer

23* ☒ will be delivered to Escrow Agent within 5 days (3 days if left blank)

24. after Effective Date \$ 1,000.00

25 (b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)

26* ☐ within _____ days (10 days if left blank) after Effective Date

27* ☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period \$ 0.00

28 (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage)..... \$ 433,875.00

29* (d) Other: _____ \$ 0.00

(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations)

31* to be paid at closing by wire transfer or other Collected funds..... \$ 577,500.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____ prorating areas of less than a full unit. The purchase price will be \$_____ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation:

38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by **Seller** and **Buyer** and an executed copy
39* delivered to all parties on or before 10/25/2021, this offer will be withdrawn and **Buyer's** deposit, if
40 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
41 delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer**
42 **has signed or initialed and delivered this offer or the final counter-offer.**

43 * 4. **Closing Date:** This transaction will close on or before 12/31/2021 ("Closing Date"), unless specifically
44 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
45 but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,
46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
47 day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property
48 insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
49 this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and
50 other items.

51 **5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
52 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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(“CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

- (a) ☐ **Buyer** will pay cash for the Property with no financing contingency.
- (b) ☒ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below (“Financing”) within 45 days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) (“Financing Period”). **Buyer** will apply for Financing within 3 days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.
- (1) ☒ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ 433,875.00 or _____% of the purchase price at (**Check one**) ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.
- (2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

- (3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

- 7. Assignability: (Check one)** **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☒ may not assign this Contract.

- 8. Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

- (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

- (**Check one**) ☐ **Seller's** ☐ **Buyer's** expense and
 (**Check one**) ☒ within 15 days after Effective Date ☐ at least _____ days before Closing Date,
 (**Check one**)

- (1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 15 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

- (1) ☒ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 60 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

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- (2) ☐ **No Due Diligence Period:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.
- (b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.
- (c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.
- (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.
- ☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:

Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☐ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** **BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

- (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

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from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

(b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

David Reyes

Seller's Sales Associate/License No.

Steve Lockhart

Buyer's Sales Associate/License No.

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steve@lockhartonline.com

Seller's Sales Associate Email Address

Buyer's Sales Associate Email Address

863-206-8278

863-293-1234

Seller's Sales Associate Phone Number

Buyer's Sales Associate Phone Number

KW SMART 1

LOCKHART & ASSOCIATES INC

Listing Brokerage

Buyer's Brokerage

407 1st St S Winter Haven FL 33880

826 First Street South Winter Haven FL 33880

Listing Brokerage Address

Buyer's Brokerage Address

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (Check if applicable):

☐ A. Back-up Contract

☐ B. Kick Out Clause

☐ C. Other _____

23. Additional Terms:

1. Upon the successful closing of this Contract and from funds available at Closing, the Seller shall compensate the Listing Broker in the amount of \$11,570.00 and the Selling Broker in the amount of \$11,570.00.

2. Except for real estate commissions which shall be paid by the Seller, all other expenses relative to the closing of this Contract shall be shared equally between the Buyer and the Seller. ^{DS}
Excludes any cost associated with buyer's lender fees. ^{DS}

3. The current crop existing as of the Effective Date shall remain the property of the Seller. The Seller shall have the right of access to the Property for the usual maintenance and ultimate harvesting of the current crop. However, this right shall terminate upon the harvesting of the current crop or May 31, 2022, whichever first occurs. ~~Excludes any cost associated with buyer's lender fees.~~ *Town would need insurance cost. A few trees may be damaged or affected by soil analysis.*

4. All parties agree that Mark Turner of Straughn & Turner, PA, shall be the Escrow Agent and Closing Agent of this Contract. This contract subject to review and approval by seller's attorney. By 10/6/2022

5. Notwithstanding any provision herein, the Seller shall have no obligation to close this Contract beyond December 31, 2021. SH

6. This Contract is subject to duly noticed approval by the Town Council of the Town of Lake Hamilton and all other applicable requirements of Florida Statute 166.045 and Florida Statute 768.28. In the event of a conflict between this Contract and said Statutes, the terms of the Statute shall control.

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).

☐ Seller rejects Buyer's offer

This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

Buyer: Juan R. [Signature] Date: 10/22/2021

Print name: THE TOWN OF LAKE HAMILTON

Buyer: _____ Date: _____

Print name: _____

Buyer's address for purpose of notice:

Address: PO Box 126 Lake Hamilton FL 33851

Phone: 8634391910 Fax: Email:

Seller: Cynthia E Hall Date: 10/25/2021 | 1:26 PM PDT

Print name **RUBEN C&C, LLC**

Seller: Charlotte Rubush Date: 10/25/2021 | 1:08 PM P

Print name: Z4A701D8761745D...

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 TRANSACTION

378 **Seller's** address for purpose of notice:379* Address: Water Tank Rd Haines City FL 33844

380* Phone: _____ Fax: _____ Email: _____

381* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
382 **final offer or counter-offer.)**

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www.transactiondesk.com.

dreyes@kwcommercial.com

steve@lockhartonline.com

Seller's Sales Associate Email Address
863-206-8278

Buyer's Sales Associate Email Address
863-293-1234

Seller's Sales Associate Phone Number

Buyer's Sales Associate Phone Number

KW SMART 1

LOCKHART & ASSOCIATES INC

Listing Brokerage

Buyer's Brokerage

407 1st St S Winter Haven FL 33880

826 First Street South Winter Haven FL 33880

Listing Brokerage Address

Buyer's Brokerage Address

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (Check if applicable):

- ☐ A. Back-up Contract
☐ B. Kick Out Clause
☐ C. Other

23. Additional Terms:

- Upon the successful closing of this Contract and from funds available at Closing, the Seller shall compensate the Listing Broker in the amount of \$11,570.00 and the Selling Broker in the amount of \$11,570.00.
- Except for real estate commissions which shall be paid by the Seller, all other expenses relative to the closing of this Contract shall be shared equally between the Buyer and the Seller. ~~Excludes any cost associated with buyer's lender fees.~~ CR CH SKT
- The current crop existing as of the Effective Date shall remain the property of the Seller. The Seller shall have the right of access to the Property for the usual maintenance and ultimate harvesting of the current crop. However, this right shall terminate upon the harvesting of the current crop or May 31, 2022, whichever first occurs. ~~Excludes any cost associated with buyer's lender fees.~~ A few trees may be damaged or checked by soil analysis. DS SKT CH
- All parties agree that Mark Turner of Straughn & Turner, PA, shall be the Escrow Agent and Closing Agent of this Contract. This contract subject to review and approval by seller's attorney. By 10/21/2021 DS SKT CH
- Notwithstanding any provision herein, the Seller shall have no obligation to close this Contract beyond December 31, 2021.
- This Contract is subject to duly noticed approval by the Town Council of the Town of Lake Hamilton and all other applicable requirements of Florida Statute 166.045 and Florida Statute 768.28. In the event of a conflict between this Contract and said Statutes, the terms of the Statute shall control.

COUNTER-OFFER/REJECTION

- ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
☐ Seller rejects Buyer's offer

This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

Buyer: SWAN K D Date: 10/22/2021

Print name: THE TOWN OF LAKE HAMILTON

Buyer: _____ Date: _____

Print name: _____

Buyer's address for purpose of notice:

Address: PO Box 126 Lake Hamilton FL 33851

Phone: 8634391910 Fax: _____ Email: _____

Seller: Cynthia E Hall Date: 10/25/2021 | 1:26 PM PD

Print name: CHESA C&C, LLC

Seller: Charlotte Rubush Date: 10/25/2021 | 1:08 PM P

Print name: _____

Buyer (SKT) () and Seller (CH) (CR) acknowledge receipt of a copy of this page, which is 7 of 8 pages.
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Closing Memorandum and Acknowledgment

Seller: **Rubush C&C, LLC, a Florida limited liability company**
Buyer: **The Town of Lake Hamilton**
Property: **0 Water Tank Rd., Haines City, FL 33844**
Closing Agent: **STRAUGHN & TURNER, P.A.**
Closing Date: **December 30, 2021**
File Number: **16450-0001**

DEFINITIONS: The references herein to "Seller", "Buyer", "Property", "Closing Agent", and "Underwriter" shall mean those persons or entities as set forth above.

REPRESENTATION: Buyer and Seller understand that Closing Agent has acted as the Settlement Agent and Title Agent in this transaction. Closing Agent did not give legal advice to either Buyer or Seller. Buyer and Seller acknowledge that they had the opportunity to obtain independent counsel of their choice, and the Buyer was represented by an attorney. Buyer and Seller further acknowledge that, although there may be certain charges on the settlement statement (such as "Settlement or Closing Fee", "Title Examination Fee", "Title Insurance", and/or "Document Preparation"), payable to Closing Agent, and which may be paid by Buyer or Seller, said Closing Agent has performed these services as Closing Agent and incident to the issuance of a Title Insurance Policy in favor of Buyer. Closing Agent does not and has not represented Buyer or Seller in this transaction.

TAX RE-PRORATION AGREEMENT. If the most recent property tax bill issued does not cover through the closing date, then real estate taxes have been prorated based upon either an estimate of the current year's taxes or last year's actual taxes. The basis of proration as set forth on the settlement statement is hereby accepted by the parties to this transaction. It is hereby understood and agreed that the actual taxes, if different, will be adjusted between the parties upon demand. Closing Agent is not liable or responsible for adjustment or re-proration of taxes. Closing Agent is not responsible or liable for additional taxes, other charges or tax refunds, if any, and shall not be liable should any of the parties to this transaction fail or refuse to re-prorate the taxes.

AGREEMENT TO COOPERATE: If requested by Lender (if any), Closing Agent, Title Agent or Title Underwriter, the parties agree to fully cooperate and adjust for clerical errors, omissions, or mistakes including the execution or re-execution of any reasonable documentation and/or the remittance of any additional sums.

HOMEOWNER'S/CONDOMINIUM ASSOCIATIONS: The Buyer(s) acknowledge(s) the existence of any homeowner's and/or condominium association(s) and is aware that monthly, quarterly or annual maintenance assessments may be due to said association(s). Said association(s) may also have the authority to regulate and enforce community covenants and restrictions. The Buyer hereby acknowledges receipt of a copy of any association estoppel letters for the subject transaction.

MISCELLANEOUS: Closing Agent does not make any representations or warranties nor assumes any liability with respect to the physical condition of the property, or any repairs to the property. Buyer has been advised and encouraged to secure hazard insurance coverage prior to completion of closing. If a survey was prepared for the subject transaction, then the Buyer hereby acknowledges receipt of a copy thereof. The buyer has reviewed said survey and accepts title subject to the matters set forth thereon. Buyer has received and reviewed the proposed deed and is satisfied with and approves the manner which title is being held.

RELEASE OF LIABILITY: Seller and Buyer hereby hold Closing Agent and Underwriter harmless and agree to fully indemnify and defend Closing Agent and Underwriter with respect to the matters set forth herein and arising out of this transaction. Said indemnification shall include, without limitation, attorney's fees, whether or not suit is brought, and at all trial, appellate, and alternative dispute resolution proceedings; court costs; and other expenses.

CONDITIONS PRECEDENT: Seller and Buyer acknowledge that all conditions to the closing of this transaction have occurred or have been waived.

SETTLEMENT STATEMENT: Seller and Buyer acknowledge that Closing Agent has prepared the settlement statement based upon information provided to Closing Agent by third parties. Seller and Buyer acknowledge that Closing Agent has relied upon that information, and that Closing Agent cannot and does not warrant the accuracy of that information.

DISBURSEMENT AUTHORIZATION, ETC.: Closing Agent does not adjust or assume liability for charges for water, rents, gas, electricity, taxes on personal property, garbage taxes or fees, license fees or taxes, service/maintenance contracts (pest control, appliance maintenance, pool care, lawn care, alarm systems, etc.), association assessments or dues, or estoppel information furnished by mortgagees or others. The settlement statement has been reviewed and approved and Closing Agent is irrevocably authorized and directed to complete the closing of the transaction and make disbursements in accordance therewith. In the event of mortgage assumption, if Seller has received a credit for the escrow account balance, then Seller hereby assigns all rights, title and interest in said account to Buyer.

ITEMS EXCLUDED FROM TITLE INSURANCE COVERAGE:

- A. Buyer is aware that title insurance does not protect against the items listed below:
- a. any unpaid utility bills;
 - b. any unpaid trash pickup or trash removal fees;
 - c. any unpaid tangible personal property tax;
 - d. any unpaid special assessment liens due the city or county which are not recorded in the county or municipal records; and
 - e. any special assessment or maintenance liens due a condominium or homeowners association but not recorded in the public records.

Buyer acknowledges responsibility for any sums due from the date of closing forward, and Seller acknowledges responsibility for any sums due prior to the date of closing. Any sums due and not shown on the Closing Statement shall be resolved between Buyer and Seller directly.

- B. If Buyer has not obtained a current survey of the Property, Buyer is aware that title insurance will not protect against any loss or damages for items which would be disclosed by a survey, including, without limitations, the following:
- a. encroachments and/or encroachments of improvements into any right-of way, easement, or adjoining property;
 - b. boundary line disputes;
 - c. easements or claims of easements not shown by the public records; and
 - d. location of public rights-of-way

- C. Buyer is also aware that title insurance will not protect against any municipal or county zoning or building code violation, nor will it protect against the rights of the State of Florida or the United State of America to use, expand, or protect any waterway which may abut or be adjacent to the Property.

MISCELLANEOUS: Closing Agent does not make any representations or warranties nor assumes any liability with respect to the physical condition of the property, or any repairs to the property. Buyer has been advised and encouraged to secure hazard insurance coverage prior to completion of closing. If a survey was prepared for the subject transaction, then the Buyer hereby acknowledges receipt of a copy thereof. Buyer has reviewed any survey performed in connection with this transaction and accepts title subject to the matters set forth thereon. Buyer has received and reviewed the proposed deed and is satisfied and approves the manner which title is being held. Buyer has had the opportunity to perform a "walk-through" inspection of the Property prior to the closing, and Buyer accepts the condition of the Property. Seller and Buyer are used for singular or plural, as the context so requires or admits. This Agreement is being provided as an inducement for Closing Agent to serve as the closing agent and for Underwriter to issue title insurance on the subject transaction.

Buyer:

The Town of Lake Hamilton

By: _____
Michael W. Kehoe, Mayor

(Corporate Seal)

Seller:

RUBUSH C&C, LLC, a Florida limited liability company

By: _____
CHARLOTTE ANN RUBUSH, Manager

By: _____
CYNTHIA E. HALL, Manager

HARVESTING AND ACCESS AGREEMENT

THIS HARVESTING AND ACCESS AGREEMENT (this “Agreement”) is made and entered into this ____ day of _____, 2021, by and between, **THE TOWN OF LAKE HAMILTON** (“Owner”), and **RUBUSH C&C, LLC, a Florida limited liability company**, (“RUBUSH”).

STATEMENT OF BACKGROUND

A. Owner has acquired from Rubush certain real property more particularly described on ***Exhibit A*** attached hereto (the “Land”).

B. Rubush reserved unto itself title to all of the citrus and other crops then on the ground or growing on the Land (the “Crops”).

C. Owner desires to grant to Rubush the right to enter upon the Land, and to cultivate, caretake, harvest and remove all the Crops on the Land.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties hereto hereby agree as follows:

ARTICLE 1

RIGHTS AND OBLIGATIONS OF RUBUSH AND OWNER

Section 1.1. Owner hereby grants to Rubush, and to Rubush’s employees, contractors and agents, the right to enter upon the Land and any adjoining property of Owner, if necessary or appropriate, with workers, machinery and equipment for the purpose of cultivating, caretaking, harvesting and removing all the Crops (the “Harvesting Activities”), during the term of this Agreement; provided, however, all Harvesting Activities shall conform to the provisions of this Agreement.

Section 1.2. Rubush shall complete all Harvesting Activities no later than the earlier to occur of (i) the date of completion of all Harvesting and retirement activities on the Land, or (ii) June 30, 2022 (the “Completion Date”).

Section 1.3. Rubush shall conduct Harvesting Activities in accordance with industry standard practice for harvesting of citrus and other types of Crops in Polk County, Florida and applicable law.

Section 1.4. Rubush at all times until the Completion Date shall retain title to and ownership of the Crops and all proceeds derived therefrom.

Section 1.5. Upon the Completion Date, title to any Crops then remaining on the Land shall automatically revert to Owner, and Rubush shall have no further right to harvest or remove such Crops.

Section 1.6. Rubush shall conduct its activities at all times so as to minimize damage to fences, roads, firebreaks, fields, ditches, bridges and other improvements on the Land. In the event such damage is caused by Rubush, Rubush shall repair or replace the damaged improvements.

Section 1.7. Rubush shall notify Owner prior to conducting any Harvesting Activities on the Land. If Rubush desires to enter upon lands not owned by Owner, Rubush shall be solely responsible for securing permission to do so. Owner also grants to Rubush the right to operate such equipment necessary to conduct the Harvesting Activities.

Section 1.8. Rubush shall use existing roads wherever reasonably practicable and shall leave all roads, upon termination of this Agreement, in the condition in which Rubush found them when Rubush's Harvesting Activities began, normal wear and tear excepted.

ARTICLE 2 PROCEEDS

Section 2.1. Rubush shall be entitled to all proceeds of all sales of the Crops, provided that Rubush shall be responsible for any sales taxes related to the harvested Crops.

ARTICLE 3 INDEMNITY AND WARRANTY

Section 3.1. Rubush shall hold Owner harmless and indemnify Owner and Owner's agents, employees, officers, directors, partners, successors and assigns from any cost, expense, claim or liability, including reasonable attorneys' fees and expenses, which may arise in connection with Rubush's operations but which are not caused by the negligence or willful misconduct of Owner or Owner's agents, servants, employees, consultants, officers and directors, including but not limited to any cost, expense, claim or liability arising from damage to the Land or any adjoining property, including, without limitation, property owned by Owner. This indemnification shall survive the term of this Agreement. Owner shall hold Rubush harmless and indemnify Rubush with respect to any damage to the Crops or loss suffered by Rubush that may arise in connection with the negligence or willful misconduct of Owner or Owner's agents, servants, employees, consultants, officers and directors in conducting its operations on the Land.

Section 3.2. Rubush is an independent contractor and as such shall be responsible for all financial obligations incurred by it in harvesting the Crops, including but not limited to labor and insurance.

ARTICLE 4
MISCELLANEOUS

Section 4.1. The term of this Agreement begins on the date hereof and ends upon the completion of all activities by Rubush on the Land in accordance with Article 1.

Section 4.2. The provisions of this Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

Section 4.3. Any and all notices required or permitted under this Agreement shall be made or given in writing and shall be delivered in person or sent by postage, pre-paid, United States Mail, certified or registered, return receipt requested, or by a recognized overnight carrier, or by facsimile or e-mail, to the other party at the addresses set forth below, and such address as may be furnished by notice in accordance with this Section 4.3; provided, however, if any delivery is made by facsimile or e-mail, such delivery shall be deemed delivered only if the party giving such notice obtains a confirmation of receipt. All notices shall be deemed given and effective upon the earliest to occur of: (i) the confirmed facsimile or e-mail transmission or hand delivery of such notice to the address for notices; (ii) one business day after the deposit of such notice with an overnight courier service by the time deadline for next day delivery addressed to the address for notices; or (iii) three business days after depositing the notice in the United States mail.

Rubush: Rubush C&C LLC
 P.O. Box 121
 Lake Hamilton, FL 33851-0121

Owner: Town of Lake Hamilton
 100 Smith Ave.
 Lake Hamilton, FL 33851

Section 4.4. This Agreement constitutes the entire agreement between Rubush and Owner with respect to the property, rights and privileges addressed herein. All agreements, rights and privileges addressed herein which are binding upon or applicable to either Rubush or Owner shall also be binding upon and applicable to the heirs, successors, legal representatives and assigns of Rubush and Owner.

Section 4.5. No amendment to this Agreement shall be binding upon Rubush or Owner unless it is in writing and has been executed by both Rubush and Owner.

Section 4.6. This Agreement is intended as a contract under and shall be construed and enforceable in accordance with the laws of the State of Florida.

Section 4.7. This Agreement may be executed in multiple copies, each of which shall for all purposes constitute this Agreement, binding on Rubush and Owner.

[remainder of page intentionally left blank]

In witness whereof this Agreement has been executed to be effective as of the date first above written.

OWNER:

TOWN OF LAKE HAMILTON

By: _____

Name: Michael W. Kehoe

Its: Mayor

[SIGNATURES FOLLOW IN NEXT PAGE]

RUBUSH:

RUBUSH C&C LLC, a Florida limited liability company

By: _____
Name: Charlotte A. Rubush
Its: Manager

By: _____
Name: Cynthia E. Hall
Its: Manager

[END OF SIGNATURES]

Exhibit A

The East 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 15, Township 28 South, Range 27 East, Polk County, Florida, LESS road right-of-way.

Parcel Number: 272815-000000-043040

A. Settlement Statement

B. Type of Loan

<input type="radio"/> 1. FHA	<input type="radio"/> 2. FmHA	<input type="radio"/> 3. Conv. Unins.	6. File Number 16450-0001	7. Loan Number ID:	8. Mortg. Ins. Case Num.
<input type="radio"/> 4. V.A.	<input type="radio"/> 5. Conv. Ins.				

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BUYER: The Town of Lake Hamilton
Address of Buyer: PO Box 126, Lake Hamilton, Florida 33851

E. NAME OF SELLER: Rubush C&C, LLC, a Florida limited liability company
Address of Seller: P.O. Box 121, Lake Hamilton, Florida 33851 **TIN:** 47-5220161

F. NAME OF LENDER: .
Address of Lender: .

G. PROPERTY LOCATION: 0 Water Tank Rd., Haines City, Florida 33844

H. SETTLEMENT AGENT: STRAUGHN & TURNER, P.A. **TIN:** 59-3098629
Place of Settlement: 255 Magnolia Ave SW, Winter Haven, Florida 33880-2902 **Phone:** 863-293-1184

I. SETTLEMENT DATE: 12/30/21 **DISBURSEMENT DATE:** 12/30/21

J. Summary of buyer's transaction		K. Summary of seller's transaction	
100. Gross amount due from buyer:		400. Gross amount due to seller:	
101. Contract sales price	578,500.00	401. Contract sales price	578,500.00
102. Personal property		402. Personal property	
103. Settlement charges to buyer (Line 1400)	4,215.30	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes from 12/30/21 to 12/31/21	2.10	407. County taxes from 12/30/21 to 12/31/21	2.10
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from buyer:	582,717.40	420. Gross amount due to seller:	578,502.10
200. Amounts paid or in behalf of buyer:		500. Reductions in amount due to seller:	
201. Deposit or earnest money	1,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	27,710.81
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Deposits held by seller	
207. Principal amt of mortgage held by seller		507. Principal amt of mortgage held by seller	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for buyer:	1,000.00	520. Total reductions in amount due seller:	27,710.81
300. Cash at settlement from/to buyer:		600. Cash at settlement to/from seller:	
301. Gross amount due from buyer (line 120)	582,717.40	601. Gross amount due to seller (line 420)	578,502.10
302. Less amount paid by/for the buyer (line 220)	(1,000.00)	602. Less total reductions in amount due seller (line 520)	(27,710.81)
303. Cash (<input checked="" type="checkbox"/> From <input type="checkbox"/> To) Buyer:	581,717.40	603. Cash (<input checked="" type="checkbox"/> To <input type="checkbox"/> From) Seller:	550,791.29

Substitute Form 1099 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

Seller Instructions: To determine if you have to report the sale or exchange of your main home on your tax return, see Instructions for Schedule D (Form 1040 or 1040-SR). If not your main home, report the transaction on Form 4797, Form 6252, and/or Schedule D for the appropriate income tax form.

L. Settlement charges				Buyer POC	Seller POC	Paid from Buyer's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales/Brokers Com. based on price	\$578,500.00 @	4.0000 % =	23,140.00				
701.	11,570.00	2.0000 % to Keller Williams Smart 1 Realty					
702.	11,570.00	2.0000 % to LOCKHART & ASSOCIATES, INC.					
703. Commission paid at settlement							23,140.00
704. Transaction Fee		to Keller Williams Smart 1 Realty					295.00
800. Items payable in connection with loan:				Buyer POC	Seller POC		
801. Loan origination fee		% to					
802. Loan discount		% to					
803. Appraisal fee		to					
804. Credit report		to					
805. Lender's inspection fee		to					
806. Mortgage insurance application fee		to					
807. Assumption Fee		to					
808.		to					
809.		to					
810.		to					
811.		to					
900. Items required by lender to be paid in advance:				Buyer POC	Seller POC		
901. Interest from		to @ /day					
902. Mortgage insurance premium for		months to					
903. Hazard insurance premium for		years to					
904. Flood insurance premium for		years to					
905.		years to					
1000. Reserves deposited with lender:				Buyer POC	Seller POC		
1001. Hazard insurance		months @ per month					
1002. Mortgage insurance		months @ per month					
1003. City property taxes		months @ per month					
1004. County property taxes		months @ per month					
1005. Annual assessments		months @ per month					
1006. Flood insurance		months @ per month					
1007.		months @ per month					
1008.		months @ per month					
1009. Aggregate accounting adjustment							
1100. Title charges:				Buyer POC	Seller POC		
1101. Settlement or closing fee		to STRAUGHN & TURNER, P.A.				500.00	500.00
1102. Abstract or title search		to ATTORNEYS' TITLE FUND SERVICES, LLC				125.00	125.00
1103. Title examination		to					
1104. Lien Search Fee		to PropLogix				70.30	70.31
1105. Document preparation		to					
1106. Notary fees		to					
1107. Attorney's Fees		to					
(includes above item numbers:)							
1108. Title Insurance		to Old Republic Nat. Title/STRAUGHN & TURNER				1,483.75	1,483.75
(includes above item numbers:)							
1109. Lender's coverage (Premium):							
1110. Owner's coverage (Premium): \$578,500.00 (\$2,967.50)							
1111. Endorse:							
1112.		to					
1113.		to					
1200. Government recording and transfer charges:							
1201. Recording fees	Deed	\$23.00 Mortgage(s)	Releases			11.50	11.50
1202. City/county tax/stamps	Deed	Mortgage(s)					
1203. State tax/stamps	Deed	\$4,049.50 Mortgage(s)				2,024.75	2,024.75
1204. Record Title Clearing AFF(s)		to CLERK OF COURT-Polk County					60.50
1205.		to					
1300. Additional settlement charges:				Buyer POC	Seller POC		
1301. Survey		to					
1302. Pest Inspection		to					
1303.		to					
1304.		to					
1305.		to					
1306.		to					
1307.		to					
1308.		to					
1309.							
1400. Total settlement charges:						4,215.30	27,710.81
(Enter on lines 103, Section J and 502, Section K)							



Memorandum

To: Town Council

From: The Public Services Director

Date: 12/14/21

Subject: Repair and Re-Striping of Kokomo Rd.

The town has recently been getting complaints on the safety of Kokomo Rd between US17 and US27. This road is more dangerous due to the high-speed limit and the amount of traffic and heavy trucks that traverse it. After I inspected the road, I reached out to a few companies for quotes on repairing the road. I sent emails to Paradise Paving, imperial paving LLC and Tucker Paving. I also reached out to Martin's Paving via their website. Tucker Paving is the only one the got back with me and gave me a quote.

It's my recommendation that the council authorize Tucker Paving to do the repair as the sole quote. Going out to bid would be a waste of Town resources as we would unlikely save a significant amount of money (if any) and we would be out the time and cost for preparing the bid.

The town purchase policy requires sealed bids for non grant projects over \$5,000 unless getting bids is not feasible or if it was budgeted. From past experience, getting three competitive sealed bids for such a small project is not feasible (cost wise for bid packet preparation and noticing and quality of bids we would receive).

Nathan Lewellen

From: Nathan Lewellen
Sent: Thursday, December 9, 2021 2:21 PM
To: Sales@PavingFlorida.com
Subject: RFP

Kokomo Road Repair and Restriping Project

Scope of work

- Restripe double striped center lane and replace missing center lane deflectors for approximately 4,666 feet of Road.
- Mill and replace about 550 yards of asphalt to repair damaged sections on both ends of the road.
- Provide complete MOT for the project

Nathan Lewellen
Public Services Director
Town of Lake Hamilton
863-247-0606

From: Nathan Lewellen
Sent: Thursday, December 9, 2021 2:17 PM
To: d2h2018@icloud.com
Subject: RFP

Kokomo Road Repair and Restriping Project

Scope of work

- Restripe double striped center lane and replace missing center lane deflectors for approximately 4,666 feet of Road.
- Mill and replace about 550 yards of asphalt to repair damaged sections on both ends of the road.
- Provide complete MOT for the project

Thanks,

Nathan Lewellen
Public Services Director
Town of Lake Hamilton
863-247-0606



3545 Lake Alfred Road
 Winter Haven, FL 33881
 Phone: 863-299-2262
 Fax: 863-294-1007
www.tuckerpaving.com

To:	LAKE HAMILTON KOKOMO ROAD	Contact:	Nathan Lewellen
Address:	KOKOMO ROAD LAKE HAMILTON, FL	Phone:	
		Fax:	
Project Name:	LAKE HAMILTON KOKOMO ROAD	Bid Number:	20-1289
Project Location:	Kokomo Road, Lake Hamilton, FL	Bid Date:	

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Mobilization And M.O.T . Replace R.P.M.'S As Needed From U.S 17 To U.S Hwy 27	1.00	LS	\$5,521.99	\$5,521.99
Milling (1.25")	550.00	SY	\$11.67	\$6,418.50
Asphalt Paving SP 12.5 1.50 .	550.00	SY	\$16.55	\$9,102.50
STRIPING, FROM US 27 TO US 17 .	1.00	UNIT	\$7,126.35	\$7,126.35

Total Bid Price: \$28,169.34



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		Fax:	
Project Name:	LAKE HAMILTON KOKOMO ROAD	Bid Number:	20-1289
Project Location:	Kokomo Road, Lake Hamilton, FL	Bid Date:	

Notes:

• **Please Note:**

- * Tucker Paving Inc. promotes positive drainage, but due to existing elevations ponding may occur; we cannot guarantee 100% drainage due to existing elevations. On projects that include an overlay, the overlay will follow the contour of the existing surface and Tucker Paving, Inc. cannot guarantee and will not be liable for drainage issues in the work area. Achievement of guaranteed positive water flow involves take site elevations, milling, installing drainage systems and re-grading of base. Please let Tucker Paving, Inc. know if your water situation is dire enough to warrant an estimate for these additional scopes of work. It is recommended that properties with extreme drainage issues be properly engineered before performing any type of work.
- * Tucker Paving, Inc. is not responsible for permits, permit fees, and/or obtaining permits. Permits are the sole responsibility of the property owner. Pricing excludes permits, fees, testing, as-builts, surveying, staking, utility location and adjustment or relocation.
- * Tucker Paving, Inc. is not responsible for reflective cracking.
- * When paving over concrete or cement type base material, new asphalt will crack. There is No warranty/guarantee when paving over concrete pavement.
- * Tucker Paving, Inc. is not responsible for residents tracking tack material on driveways: this also includes any tracking on surrounding roadways.
- * Tucker Paving, Inc. cannot be held responsible for any damage caused to any concrete surfaces while performing our portion of the proposed work. Damages may result from milling, sweeping, paving, rolling, or tracking. This includes scratches, scrapes, scuffs, tracking, cracking, etc. along the edges of concrete driveways & curbing (painted and non-painted surfaces)
- * Tucker Paving, Inc. is not responsible for future settling of previous asphalt and/or base problem areas
- * Tucker Paving, Inc. is not responsible for backfilling the edges/sides of the newly paved roads/lots. This should be done with clean fill dirt and/or sod - not included.
- * Tucker Paving, Inc. is not responsible for repairing damage due to tire scuffing or power steering marks (also known as tire tears) and cannot guarantee against these marks.
- * Areas where hand work (lute/rake) and/or vibratory plate tamp are used, asphalt will be more coarse than areas paved with the machine.
- * Pavement edges will not be straight unless it is bordered with curbing, concrete, or other permanent structure.
- * Tucker Paving, Inc. is not responsible for asphalt pavement that is installed in front of dumpsters that will rut over time because of the weight of garbage vehicles stopping in that area over and over again.
- * Tucker Paving, Inc. is not liable for damage to trees due to saw-cutting, milling, or excavating of tree roots in pavement area.
- * Tucker Paving, Inc is not responsible for the preparation of existing curbs and/or wheel stops to be painted. Preparation of these items is the customer/owner responsibility (i.e.. scraping, pressure washing, cleaning etc...)
- * Customer is responsible for any towing charges incurred, if vehicles need to be towed so that we can complete our work. Vehicles must be removed by 7:00 AM the day of work. Crew downtime waiting for vehicles/trailers/boats to be moved will be charged at a rate of \$250 per hour. Towing is the management's/customers full responsibility.
- * Tucker Paving, Inc. Warranty - one year material and workmanship - excludes sealer, existing base and subbase failure beyond our control.



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 Winter Haven, FL 33881
 Phone: 863-299-2262
 Fax: 863-294-1007
www.tuckerpaving.com

To:	LAKE HAMILTON KOKOMO ROAD	Contact:	Nathan Lewellen
Address:	KOKOMO ROAD LAKE HAMILTON, FL	Phone:	
Project Name:	LAKE HAMILTON KOKOMO ROAD	Fax:	
Project Location:	Kokomo Road, Lake Hamilton, FL	Bid Number:	20-1289
		Bid Date:	

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Tucker Paving, Inc.

Authorized Signature: _____

Estimator: Barry Smothers

863-299-2262 bsmothers@tuckerpaving.com



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		Fax:	
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Project Location:	Kokomo Road, Lake Hamilton, FL	Bid Date:	

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Tucker Paving, Inc.

Authorized Signature: _____

Estimator: Barry Smothers
 863-299-2262 bsmothers@tuckerpaving.com

ORDINANCE O-21-34

AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, FLORIDA, REPEALING THE SECOND (ADOPTION) READING OF ORDINANCE O-21-20; AUTHORIZING PUBLICATION AND ADOPTION PUBLIC HEARING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 2, 2021, the Town Council of the Town of Lake Hamilton adopted Ordinance 2021-20 on second reading; and

WHEREAS, subsequent to the adoption of Ordinance 2021-20, the Town became aware such Ordinance requires approval by the Florida Department of Economic Opportunity; and

WHEREAS, the improvidently timed approval of Ordinance 2021-20, was the result of a good faith error; and

WHEREAS, the Town Council has been notified by the Florida Department of Economic Opportunity it must repeal the second (adoption) reading of O-21-20; and

WHEREAS, the Town is authorized to re-publish and hold a subsequent public hearing to adopt Ordinance O-21-20 upon receiving State approval, as required by law; and

WHEREAS, the Town Council deems it in the best interests of the Town to repeal the second (adoption) reading of Ordinance O-21-20 and to re-publish and hold a subsequent public hearing to adopt Ordinance O-21-20 upon receiving State approval.

NOW, THEREFORE, BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA:

SECTION 1. Ordinance O-21-20 (attached hereto as Exhibit "A") is hereby **REPEALED** only as to the second (adoption) reading; and

SECTION 2. The Town Council is authorized to re-advertise and hold an adoption public hearing upon approval by the State of Florida Department of Economic Opportunity.

SECTION 3. CONFLICTS. If the event of a conflict with any other Town ordinances or part of ordinances, the provisions of this Ordinance shall control.

SECTION 4. INCLUSION IN CODE. The Town Council intends that the provisions of this ordinance shall become and shall be made part of the Code of the Town of Lake Hamilton.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase, word or other part of this Chapter is for any reason declared unconstitutional or invalid by any court of competent jurisdiction, such part shall be deemed separate, distinct and independent and the remainder of this Chapter shall continue in full force and effect.

SECTION 6. EFFECTIVE DATE. This ordinance shall take effect on final passage and adoption.

INTRODUCED and PASSED on first reading this 7th day of December 2021.

PASSED and ADOPTED on second reading this ____ day of _____, 2021.

TOWN OF LAKE HAMILTON, FLORIDA

MICHAEL KEHOE, MAYOR

ATTEST:

BRITTNEY SANDOVALSOTO, TOWN CLERK

Approved as to form:

HEATHER R. MAXWELL, ESQ., TOWN ATTORNEY

Record of Vote	Yes	No
Wagner	_____	_____
Roberson	_____	_____
Tomlinson	_____	_____
O'Neill	_____	_____
Kehoe	_____	_____