



Planning and Development
510 North Baker Street
Mount Dora, Florida 32757
352-735-7112

Email: plandev@cityofmoundora.com

PLANNING & ZONING COMMISSION

City Hall Board Room

January 17, 2024 at 10:00 AM

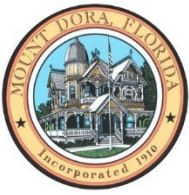
- I. Call to Order
- II. Roll Call with Determination of Quorum
- III. Approval of Minutes
- IV. Election
 - A. Chairperson
 - B. Vice-Chair
- V. Public participation/hearing for non-agenda items
- VI. New Business
 - A. **Request for Conditional Use Permit;** CMC Auto Group (Project Name); 2800 Old Highway 441 (Location); WUW Properties, LLC (Owner); CMC Auto Group, LLC (Applicant). Project No. CUP23-04.
- VII. City Attorney Report Legal Review Presentation (30 minutes)
- VIII. Announcement of next scheduled meeting date
 - A. Next regularly scheduled meeting date: February 21, 2024
- IX. Adjournment

NOTICE: For purposes of Section 286.011, Florida Statutes, two (2) or more members of the City Council may be present at this meeting and this meeting may be considered a City Council meeting although no decision of the City Council will be made at this meeting and the City Council shall comply with the requirements of controlling State law in every respect.

NOTICE: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based. The City shall not make or perfect such a record. Section 286.0105, Florida Statutes.

NOTICE: In accordance with the Americans with Disabilities Act ("ADA") and Florida Statutes, Section 286.26, persons with disabilities needing a reasonable accommodation to participate in a public hearing or meeting should contact the City of Mount Dora's ADA Coordinator at least 48 hours prior to the proceeding. The ADA Coordinator may be contacted by phone at 352735-7126, ext. 1 1 1 1, or by email at clerk@cityofmounddora.com.

If hearing impaired, telephone the Florida Relay Service numbers (SOC)) 955-8771 (TDD) or (800) 955- 8770 (Voice) for assistance.



CITY OF MOUNT DORA, FLORIDA
PLANNING AND ZONING COMMISSION MINUTES

December 20, 2023

I. Call to Order

Having been duly advertised as required by law Chairman, Harmon Massey called the regular meeting of the Planning and Zoning Commission to order at 10:00 a.m. on Wednesday, December 20, 2023.

II. Roll Call with Determination of Quorum

Present: Harmon Massey, Miles Beach, Tom Dring, Kris Haukoos, Adrian Coombes, Barbara Tietmeyer

Absent: James Homich

City Staff and Attorney: Vince Sandersfeld, Planning Director; Michele Janiszewski, Senior Planner; Ryan Winkler, Senior Planner; Whitney Scott, Administrative Coordinator; Andrew Hand, City Attorney

Presenters: Ms. Janiszewski, Senior Planner; Austin Guenther, G3 Development

III. Approval of Minutes

Mr. Massey stated that there are two amendments necessary. The first being on page one, recognizing that Ms. Haukoos arrived to the meeting after the minutes were approved by the board. The next on page four, regarding the vote count being changed from 5-0 to 5-2. Staff acknowledged and make corrections.

On a motion by Ms. Tietmeyer, seconded by Mr. Dring, the board voted to approve the minutes dated November 15, 2023, with a 6-0 vote.

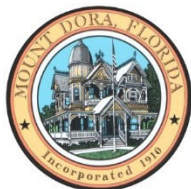
IV. Public participation/hearing for non-agenda items

None

V. New Business

A. Request for FLUM; SAF NOB US 441 LLC (My Place Mount Dora Expansion) (Project Name); 21901 Hwy 441 (Site Address); My Place Self Storage (Owner); Farmers Development (Applicant). Project No. FLUM23-05SM.

1. Swearing in of witnesses by City Attorney
2. Ex Parte Communication regarding this item.
3. Staff/Applicant presentation
4. Public Input
5. Commission deliberation and action



CITY OF MOUNT DORA, FLORIDA
PLANNING AND ZONING COMMISSION MINUTES

December 20, 2023

City Attorney, Mr. Andrew Hand addressed the swearing in of witnesses.
No Ex Parte Communication regarding these agenda items.

Ms. Janiszewski provided a brief summary of the proposed application and stated that Staff recommends approval of the small-scale application to amend the land use category on 1.40+/- acres from Lake County Urban Low Density (4 du/ac) and County Industrial to City Industrial and forward same to City Council. Approval subject to annexation.

On a motion by Mr. Coombes, seconded by Mr. Dring, the board voted to approve the application with a 6-0 vote.

B. Request for Rezoning; SAF NOB US 441 LLC (My Place Mount Dora Expansion)
(Project Name); 21901 Hwy 441 (Site Address); My Place Self Storage (Owner); Farmers Development (Applicant). Project No. 23-04.

1. swearing in of witnesses by City Attorney
2. Ex Parte Communication regarding this item.
3. Staff/Applicant presentation
4. Public Input
5. Commission deliberation and action

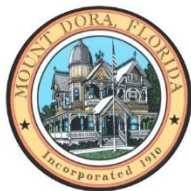
City Attorney, Mr. Andrew Hand addressed the swearing in of witnesses.
No Ex Parte Communication regarding these agenda items.

Ms. Janiszewski provided a brief summary of the proposed application and stated that Staff recommends approval of the application to rezone 1.40+/- acres from Lake County Community Facility District (CFI) and County Light Industrial (LIM) to Workplace Two (WP-2) Zoning District. Approval subject to annexation and Future Land Use design of Industrial.

On a motion by Mr. Coombes, seconded by Ms. Tietmeyer, the board voted to approve the application with a 6-0 vote.

C. Request for Minor Site Plan; 470 Royellou Lane (TABLED) (Building Behind Center for the Arts 138 E 5th Ave) (Project Name); 338 Royellou Lane (Site Address); Baker-GC Development, LLC (Owner); Baker-GC Development, LLC (Applicant); Halff (Engineer); Green Consulting Group, Inc. (Landscape Architect); Powell Studio Architecture (Architect). Project No. SP23-12.

1. Swearing in of witnesses by City Attorney
2. Ex Parte Communication regarding this item.
3. Staff/Applicant presentation
4. Public Input
5. Commission deliberation and action



CITY OF MOUNT DORA, FLORIDA
PLANNING AND ZONING COMMISSION MINUTES
December 20, 2023

City Attorney, Mr. Andrew Hand addressed the swearing in of witnesses.
No Ex Parte Communication regarding these agenda items.

Ms. Janiszewski provided a brief summary of the proposed application and stated that Staff recommends approval of the above-reference request, subject to Development Review Committee (DRC) engineering comments.

Mr. Beach asked for clarification on the building height from the top of the parapet, based on an updated elevation drawing.

Ms. Janiszewski clarified that the height of the building is 30.5. Deferred to applicant, Mr. Guenther for accuracy.

Mr. Guenther stated that the roof will be 29.4 but the extra 4 feet on the parapet, allows the air-conditioning units to be screened.

On a motion by Mr. Coombes, seconded by Mr. Beach, the board voted to the application with a 6-0 vote.

VI. Other Business

Mr. Massey announced that he will not be returning to the board in January and thanked everyone for their contributions and for his years of service.

VII. Announcement of next scheduled meeting date

A. Next regularly scheduled meeting date: January 17, 2024

VIII. Adjournment

The meeting was adjourned at 10:18 a.m.

Whitney Scott,
Administrative Coordinator

Commission Chair/Staff



**CITY OF
MOUNT
DORA**

**Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113**

E-mail: plandev@cityofmoundora.com

DATE: January 17, 2024

TO: Planning and Zoning Commission

FROM: Development Review Committee
Vince Sandersfeld, Planning Director

THROUGH: Ryan Winkler, Senior Planner

RE: **Application for a Conditional Use Permit Amendment;** CMC AutoGroup LLC (Project); Located at 2800 Old Hwy 441 (Project Site); WUW Properties LLC (Owner); Colin Johnson, CMC AutoGroup LLC (Applicant)
Project/Case No. CUP23-04

SUMMARY OF RECOMMENDATION:

Staff recommends approval the above-referenced request to allow for indoor automobile sales and vehicle display facility within the C-3 zoning district and issuance of the development order.

REFERENCES/SUPPORT:

Section 5.1 LDC

Billingsley's Acres (Partial Replat of McDonald Terrace) - PB 17 PG 15

Reciprocal Easement Agreement - OR BK 1844 PG 452

SITE SUMMARY:

Address	2800 Old Highway 441
General Location:	South Old Highway 441 & east of Overhiser Lane, in the Golden Triangle area
Alternate Key Nos.	1360617
Zoning District:	C-3
Future Land Use Category:	Mixed Use Traditional (MU-1)
Overlays:	None
Site Area:	0.90 +/- acres (37,750-sf)
Existing Use:	Crossfit Gym
Proposed Use:	Automobile Sales and Vehicle Display, in addition to the existing use(s): Per Concept Plan provided.

SURROUNDING PROPERTY TABLE:

Direction	Jurisdiction	Future Land Use	Zoning District(s)	Existing Use(s)	Comments
North	City	Mixed Use Traditional (MU-1)	C-2A	Commercial	Ray's Dirty Laundry
	City	Mixed Use Traditional (MU-1)	C-3	Commercial	Golden Triangle Shopping Center
South	City	Mixed Use Traditional (MU-1)	C-3	Commercial	Mount Dora Plaza
	City	Public Lands and Institutions (PLI)	PLI	Waste Water Treatment Plant	Water Treatment Plant #1
East	City	Mixed Use Traditional (MU-1)	C-3	Commercial	Mount Dora Plaza
West	City	Public Lands and Institutions (PLI)	PLI	Waste Water Treatment Plant	Water Treatment Plant #1

ANALYSIS:

The subject property consists of a 2-story 11,111 square feet building on a 0.90 acre parcel located at 2800 Old Highway 441, identified by Alternate Key Number 1360617. The Applicant requests Conditional Use Permit (CUP) approval to allow for indoor automobile sales and vehicle display within the existing building. A Conditional Use Permit is required for automobile sales within the C-3 Highway Commercial District, in accordance with Land Development Code Section 3.4.8(3)(e), and is designated with a Mixed Use Traditional (MU-1) future land use category in accordance with the City's adopted 2045 Comprehensive Plan.

The Applicant proposes to utilize approximately 2,416 +/- square feet of the existing building to facilitate sales of collectible automobiles and for vehicle display, as depicted in the Concept Plan attached. The existing building currently contains a Crossfit Gym/recreation use; the proposed automobile sales and display will be an additional use on the subject property.

On-site parking is limited and is not sufficient for the existing and proposed uses, however a reciprocal easement agreement (OR BK 1844 PG 452) to allow for limited off-site parking and access on the neighboring property to the east identified by Alternate Key Number 1360609. The parking easement, including sketch and description, are attached. The existing commercial recreation use, Cross-Fit Gym, requires one (1) space for each employee plus one (1) space for each three persons the facility is designated to accommodate in accordance with Land Development Code Section 6.5.2(i). Per LDC Section 6.5.2(a), the proposed automobile sales use should provide one space for each 250 square feet of gross floor area, approximately 8 parking spaces for the subject use. The Applicant proposes the nature of the use will be internet-only sales, and is not anticipated to attract walk-in business, rather by appointment-only. The Applicant included on the Concept Plan the parking designation for the proposed use.

d. There is no evidence that the use will adversely affect the public interest.

There are no anticipated, adverse impacts on the public interest associated with the proposed use.

STAFF DETERMINATION: Staff reviewed the application and found it consistent with the City's Land Development Code and Mount Dora Comprehensive Plan 2045.

Notifications:

JPA Notice to Lake County: January 5, 2024

Legal Notice Published in the Newspaper: January 5, 2024

Notices Mailed to Surrounding Owners: January 5, 2024

Public Hearing Schedule:

DRC Review: December 27, 2023

PZC: January 17, 2024

ATTACHMENTS:

Vicinity Map

Application

Parking Plan

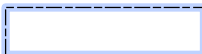
Concept Plan

Billingsley's Acres (Partial Replat of McDonald Terrace) PB 17 PG 15

Reciprocal Easement Agreement (OR BK 1844 PG 452)

VICINITY MAP

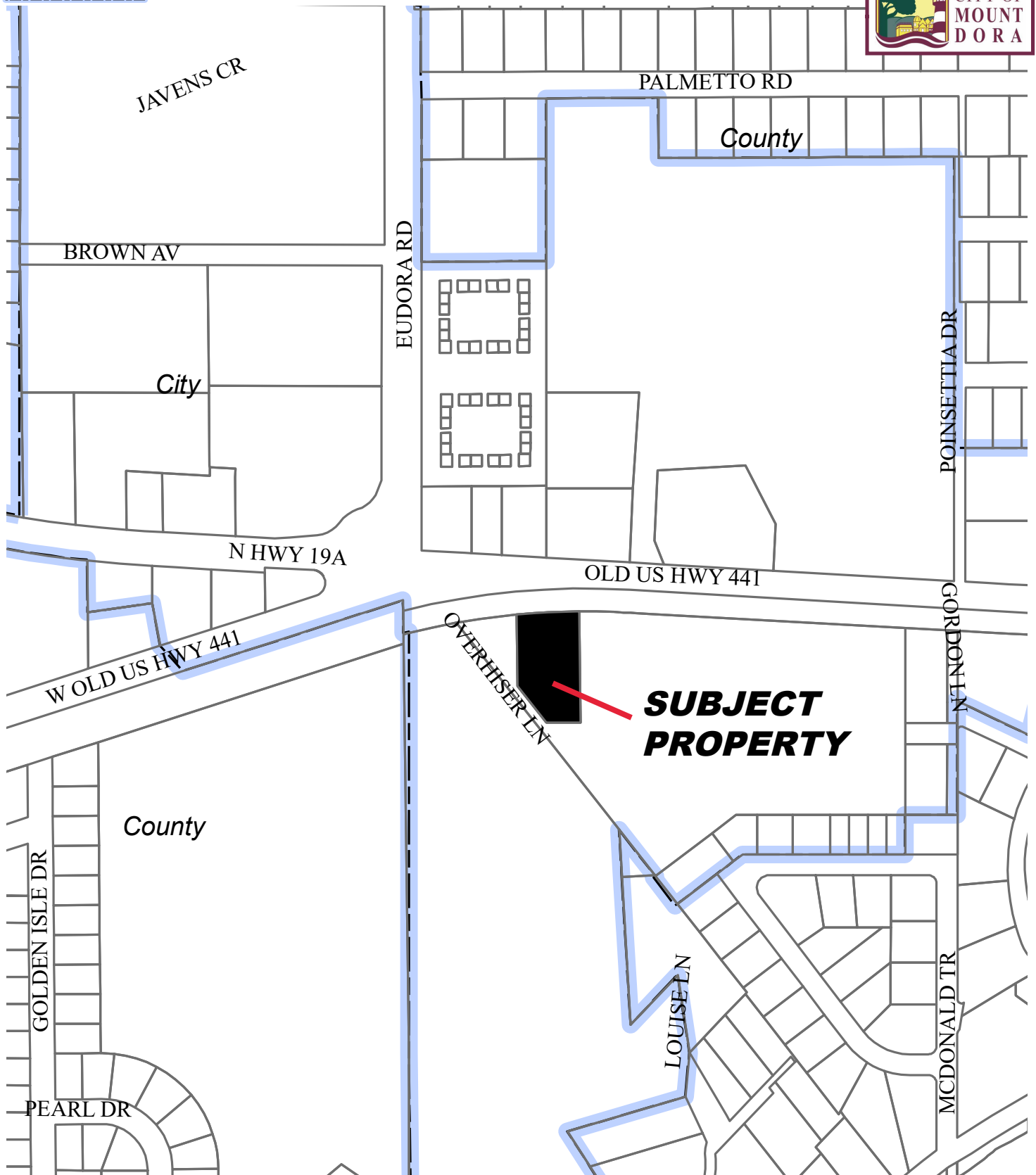
Legend

-  Subject Property
-  City Limits

N

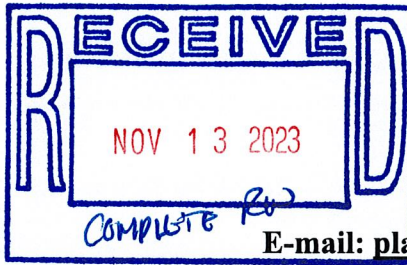


N.T.S.



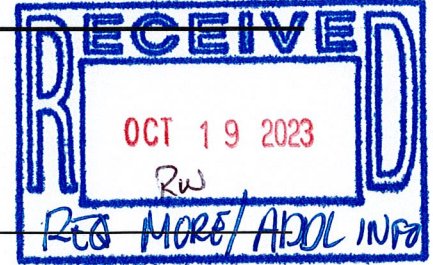


CITY OF
MOUNT
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City of Mount Dora
Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112
E-mail: plandev@cityofmounddora.com

CONDITIONAL USE PERMIT (CUP)
APPLICATION



Date: 10/19/23 Project Name: CMC Auto Group

1. Applicant's Name: Colin Johnson
Company's Name: CMC Auto Group, LLC
Address: 655 Herndon Avenue
City, State & Zip: Orlando, Florida 32736
Phone: 407.938.9600 E-mail: colin@commercial.co
2. Owner's Name: Colin Johnson, Managing Member
Company's Name: WUW Properties, LLC
Address: 2100 Lake Eustis Drive
City, State & Zip: Tavares, Florida 32778
Phone: 407.938.9600 E-mail: colin@commercial.co
3. The property generally located and list adjacent streets: 2800 Old Highway 441, adjacent to Overhiser Lane and Eudora Road
4. The address(s) of the property: 2800 Old Highway 441 (Alt. Key No. 1360617)
5. Building Size Existing: 125' x 110'1" Proposed: same
6. Size of property in Acres: +/- .9 acre Square Feet: 37,750
7. Does property have, or will it have Central Water or Center Sewer? yes, both
8. Does property have, or will it have Well or Septic Tank? well for irrigation, no septic

9. Zoning District: C-3 (Highway Commercial)
Future Land Use Category: Mixed Use Traditional (MU-1)
10. Provide description of the proposed use: Indoor collectible auto dealer
11. Provide the specific Land Development Code Section. The Conditional Use permit is requested that is expressly permissible in Section 3.4.8.3.e (automobile sales)
12. State the reason for this request (attach written summary if additional space is needed):
see attached statement
13. CRITERIA: The Planning and Zoning Commission shall hear and decide requests for Conditional Uses Permits allowed in the City's Land Development Code. In doing so, the Commission may decide such questions, as are involved in determining when conditional uses should be granted and either grant conditional uses with appropriate conditions and safeguards or deny Conditional Use Permit requests. After review of an application and public hearing thereon, the Commission may allow conditional uses only upon a determination that use requested. Describe how this project (the proposed use) meets the below referenced criteria.

Attach a separate written explanation of the below criteria with narrative explanation, code references, and support documentation.

- a. Is not detrimental to the character of the area or inconsistent with trends of development in the area;
- b. Does not have an unduly adverse effect on existing traffic patterns, movements and intensity;
- c. Is consistent with the Comprehensive Plan; and
- d. Will not adversely affect the public interest.

CERTIFICATION AND SIGNATURE

By my signature below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and that this application is a complete application submittal pursuant to the City's Land Development Code. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

C. B. Johnson - Col. B. Johnson
Owner/Applicant Signature

10/19/23

Date



**THERIAQUE
& SPAIN** LAW FIRM

October 19, 2023

VIA HAND DELIVERY

City of Mount Dora
Planning and Development
510 N. Baker Street
Mount Dora, Florida 32757

Re: 2800 Old Highway 441 – Conditional Use Permit Application

Dear Sir or Madam:

Our firm represents WUW Properties, LLC, and CMC Auto Group, LLC, who are the owner and the applicant for the requested conditional use permit for an indoor collectible automobile dealer at 2800 Old Highway 441 in Mount Dora, Florida (“Property”). On our clients’ behalf, we hereby submit the following justification statement for the proposed conditional use permit for the Property:

- A. **Not Detrimental To The Character Of The Area**: The Property and the adjacent property to the east are both zoned C-3 (Highway Commercial) and front directly on Old Highway 441. The adjacent property to the east is developed as a large commercial shopping center known as Mount Dora Plaza, and the subject Property is currently developed with commercial uses. The property on the north side of Old Highway 441 is also zoned C-3 and developed with multiple commercial uses. The property to the west and southwest of the subject Property is owned by the City of Mount Dora and used for a wastewater treatment facility. Thus, the proposed use of the Property for an indoor collectible automobile dealer is not detrimental to the character of the area and is consistent with the surrounding commercial uses. Further, the proposed use will not create any objectionable noise, fumes, odor, or dust.

Tallahassee 433 North Magnolia Drive Tallahassee, Florida 32308 (850) 224-7332 Fax: (850) 224-7662	Orlando 1809 Edgewater Drive Orlando, Florida 32804 (407) 347-5388 Fax: (407) 264-6132
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- B. **Does Not Have An Unduly Adverse Effect On Existing Traffic Patterns:** The proposed indoor collectible automobile dealer will not have any unduly adverse effect on existing traffic patterns, movements, or intensity. To the contrary, it is anticipated that the proposed use will generate fewer trips and a lower parking demand than the current commercial use on the Property.
- C. **Consistency With The City's Comprehensive Plan:** The Property has a future land use designation of Mixed Use Traditional (MU-1) pursuant to the City's Comprehensive Plan. The MU-1 district allows commercial and light industrial uses at a maximum intensity not to exceed 3.0. The existing commercial building on the Property complies with such requirements and the proposed indoor collectible automobile dealer is consistent with the commercial land uses allowed on the Property.
- D. **Will Not Adversely Affect The Public Interest:** The proposed use of the subject Property for an indoor collectible automobile dealer will not have any adverse impact on the public interest. To the contrary, the proposed use of the subject Property will bring a new and unique business to the City.

We appreciate the City Staff's support of the requested conditional use permit. As always, please do not hesitate to contact me during the review process if you have any questions or need additional information.

Sincerely,

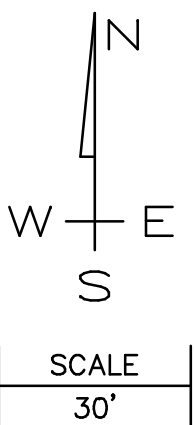
S. Brent Spain

S. Brent Spain

Enclosures

Plat of Boundary Survey for
WUW PROPERTIES, LLC
2800 OLD HIGHWAY 441, MT. DORA

CERTIFIED TO:
WUW PROPERTIES, LLC



LEGEND:	
○	IRON PIN SET (1/2" REBAR W/ CAP)
○	IRON PIN FOUND
○	CALCULATED POINT ONLY
□	CONCRETE MONUMENT
⊕	POWER POLE
⊕	LIGHT POLE
⊕	WATER VALVE
⊕	GAS VALVE
⊕	WELL
⊕	FIRE HYDRANT
⊕	SANITARY SEWER MANHOLE
⊕	STORM DRAIN MANHOLE
⊕	CATCH BASIN
⊕	CLEANOUT
⊕	CURB INLET
⊕	TRANSFORMER
⊕	OVERHEAD UTILITY
⊕	FENCE LINE
(M)	FIELD MEASURED
(R)	RECORD DESCRIPTION OR PLAT
O.R.	OFFICIAL RECORD BOOK
I.D.	IDENTIFICATION
P.B.	PLAT BOOK
Pg	PAGE
RB	REBAR
IP	IRON PIPE
SEC.	SECTION
F.C.	FENCE CORNER
R/W	RIGHT-OF-WAY
EP	EDGE OF PAVEMENT

DESCRIPTION

A PART OF LOT G, BILLINGSLEY'S ACRES, A PARTIAL REPLAT OF McDONALD TERRACE, AS RECORDED IN PLAT BOOK 17, PAGE 15, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID LOT G; THENCE N87°25'39"W, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE A.C.L. RAILROAD, A DISTANCE OF 642.41 FEET TO THE POINT OF CURVE OF A CIRCULAR CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1902.55 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 4°15'43" A DISTANCE OF 141.52 FEET TO THE POINT OF BEGINNING; THENCE, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, S00°49'59"E A DISTANCE OF 265.14 FEET; THENCE S89°55'12"W A DISTANCE OF 82.09 FEET; THENCE N38°26'51"W A DISTANCE OF 111.28 FEET; THENCE N00°49'59"W A DISTANCE OF 167.74 FEET TO AFORESAID SOUTHERLY RIGHT OF WAY LINE OF THE A.C.L. RAILROAD (60 FOOT RIGHT OF WAY) SAID RIGHT OF WAY LINE BEING THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1902.55 FEET; THENCE FROM A CHORD BEARING A DISTANCE OF N86°02'53"E 150.22 FEET, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 4°31'31" A DISTANCE OF 150.26 FEET TO THE POINT OF BEGINNING.

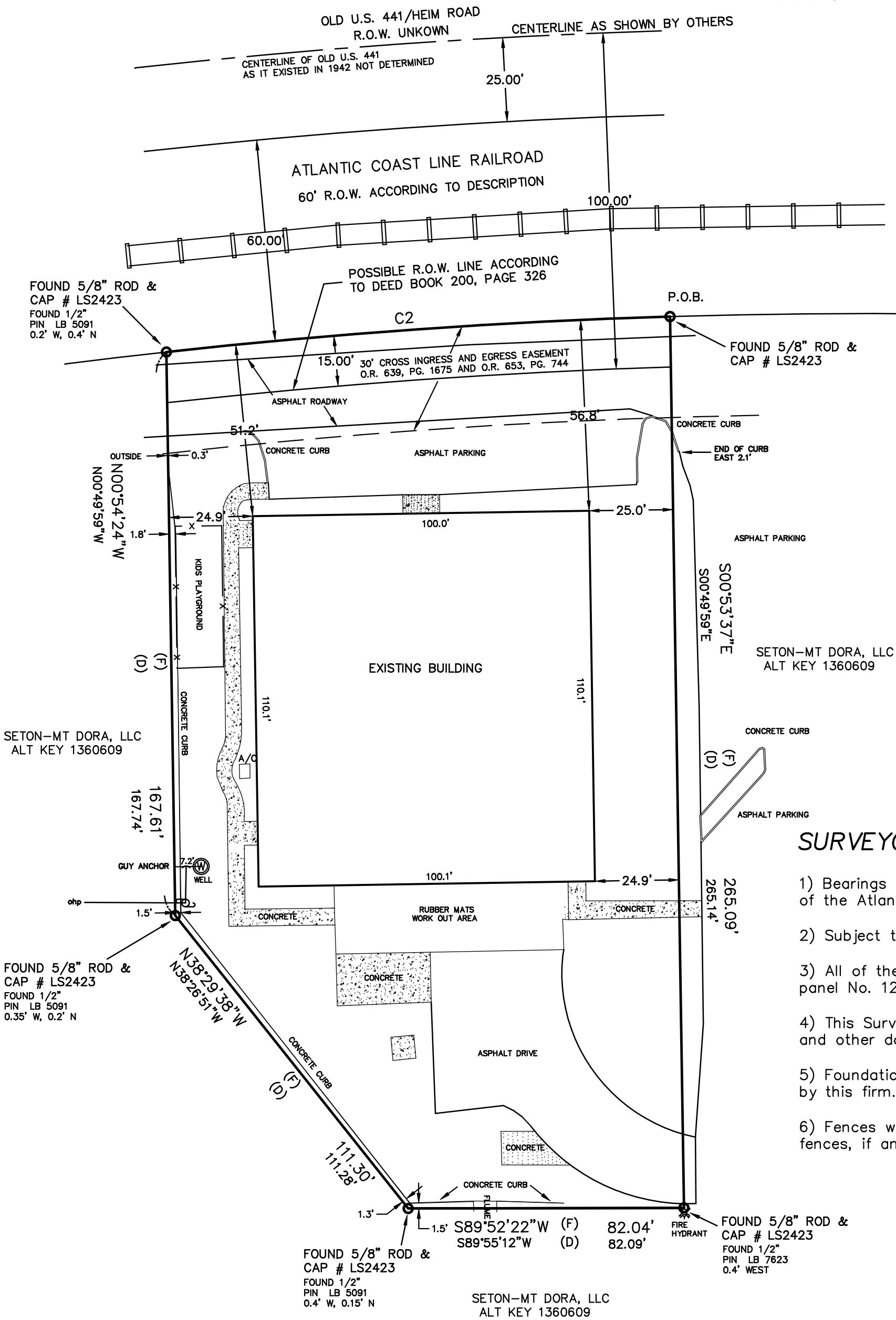
Together with reciprocal drainage rights to master shopping center retention system as created by and set forth in that Reciprocal Easement Agreement between Mount Dora Acquisitions, L.P. and Decor World, Inc. recorded July 26, 2000 in Official Records Book 1844, Page 452, of the Public Records of Lake County, Florida.

Together with an easement for ingress and egress to shopping center signalized entrance as created by and set forth in that Reciprocal Easement Agreement between Mount Dora Acquisitions, L.P. and Decor World, Inc. recorded July 26, 2000 in Official Records Book 1844, Page 452, of the Public Records of Lake County, Florida.

Together with parking on adjacent shopping center parking as required by the City of Mount Dora as created by and set forth in Reciprocal Easement Agreement between Mount Dora Acquisitions, L.P. and Decor World, Inc. recorded July 26, 2000 in Official Records Book 1844, Page 452, of the Public Records of Lake County, Florida.

SURVEYOR'S NOTES

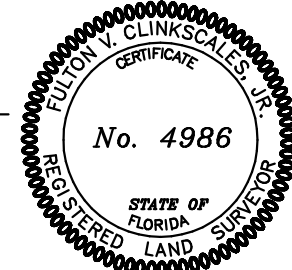
- 1) Bearings based on a deed bearing of N 87°25'39" W along the Southerly right of way line of the Atlantic Coast Line Railroad.
- 2) Subject to easements and restrictions of Record.
- 3) All of the above captioned property lies within F.I.R.M. Zone "X" according to F.I.R.M. panel No. 12069C 0366 E, dated December 18, 2012.
- 4) This Survey is based on the Description provided, Plat information, Found Monumentation and other data acquired by this firm.
- 5) Foundations, Underground Structures, and Underground Improvements, if any, not located by this firm.
- 6) Fences were located ONLY where dimensioned and may not run straight; ownership of fences, if any, unknown.



I hereby certify that this survey was made under my responsible charge and meets the minimum technical standards as set forth by the Board of Professional Land Surveyors in Chapter 61G17-6 Florida Administrative Code. Pursuant to Section 472.027 Florida Statutes.

Fulton V. Clinkscales, Jr., Surveyor #4986

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.



CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
(F) C1	1902.55'	141.44'	141.40'	N89°37'54"W	4°15'34"
(D) C1	1902.55'	141.52'	141.52'	4°15'43"	
(F) C2	1902.55'	150.25'	150.21'	N85°58'34"E	4°31'29"
(D) C2	1902.55'	150.26'	150.22'	N86°02'53"E	4°31'31"

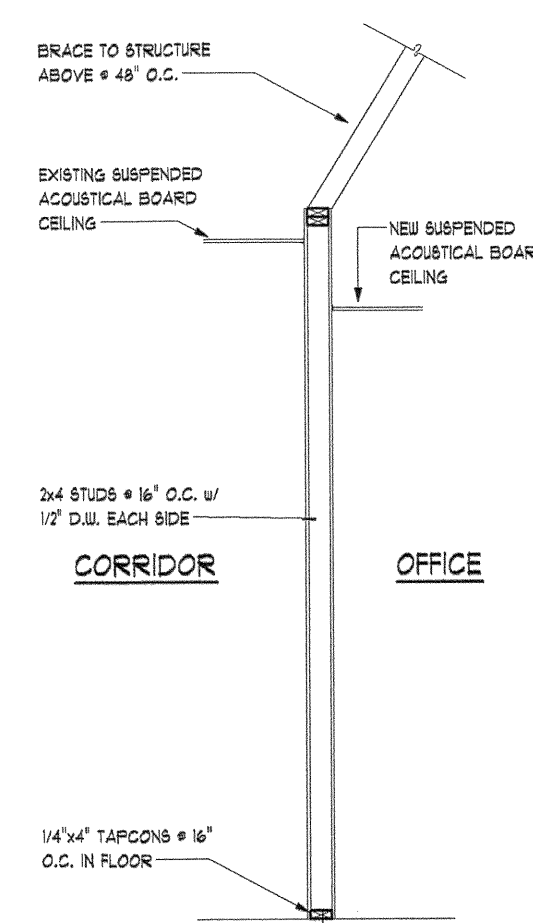
No.	REVISIONS	Date
1	XXXXX XXXXX	xx/xx/xx

FREELAND - CLINKSCALES
+ ASSOCIATES, INC. of NC
Engineers * Land Surveyors
201 2nd AVE. EAST
HENDERSONVILLE, N.C. 28792
(828) 697-6539
1220 HUFFSTETTLER DRIVE, UNIT 201
EUSTIS, FLORIDA 32726
(352) 609-2830 LB 7064
SURVEYQUOTE@GMAIL.COM

REF. PLAT BOOK	17/15
REF. O.R. BOOK	4286/2372
ALT. KEY#	1360617
PARTY CHIEF	SCL
DRAWN	SCL
DATE	MAY 26, 2023
DWG.NO.	F43061

WALLS AND INTERIOR PARTITIONS, WOOD-FRAMED			
GA FILE NO. UP 4135	GENERIC	2 HOUR FIRE	40 to 44 STC SOUND
GYPSUM WALLBOARD, WOOD STUDS			
10.1563. Base layer 5/8" type X gypsum wallboard or gypsum veneer base applied at right angles to each side of 2 x 4 wood studs 24" o.c. with 8d coated nails, 1" (10d) long @ 16" o.c. (11d) nails, 24" o.c. Face layer 5/8" type X gypsum wallboard or gypsum veneer base applied at right angles to each side with 8d coated nails, 2 3/8" long @ 16" o.c. (11d) nails, 1/4" o.c. Joints staggered 24" each layer and side. Sound tested with studs 16" o.c. and with nails for base layer spaced 6" o.c. (LOAD-BEARING)			
Thickness: 1 1/8" Approx. Weight: 12 psf Fire Test: UL 360, 3-21-74 Sound Test: NC 23-3, 4-1-70			

2 HOUR FIRE
RATED WALL "B"
NOT TO SCALE



WALL SECTION
SCALE: 1/2" = 1'-0"

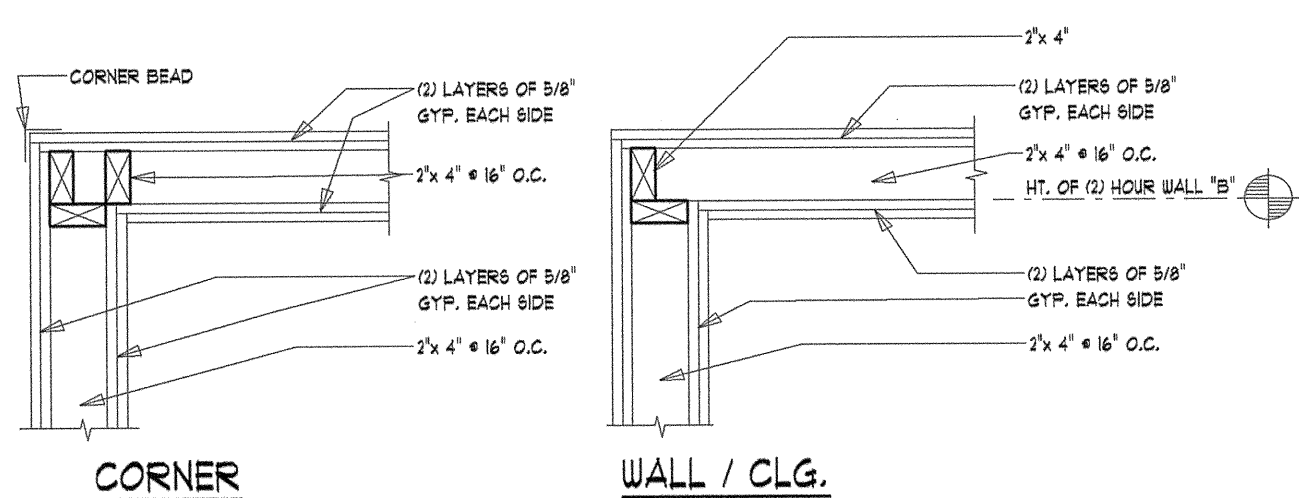
CODE ANALYSIS

FLORIDA BUILDING CODE 2010 WITH 2012 SUPPLEMENTS
INCLUDING BUILDING, EXISTING BUILDING, MECHANICAL,
PLUMBING, ACCESSIBILITY & ENERGY
NFPA 10, NEC 08
FLORIDA FIRE PREVENTION CODE 2010

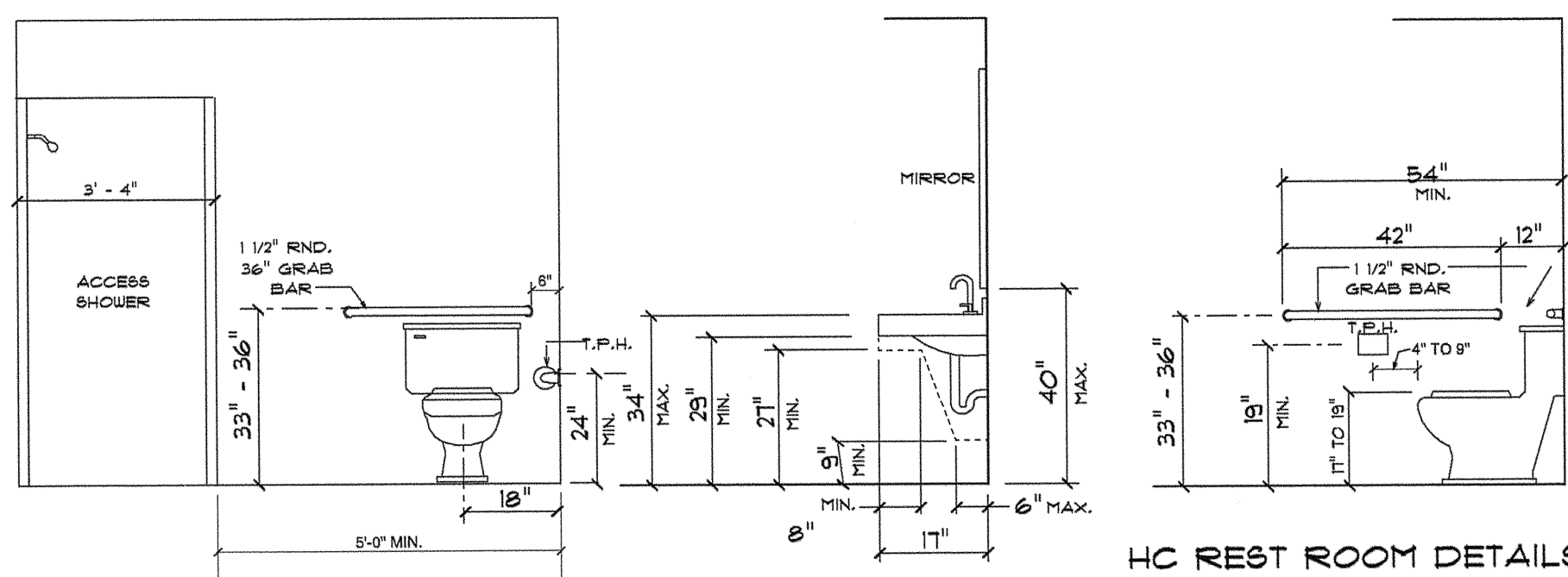
CONSTRUCTION TYPE VB
OCCUPANCY GROUP A3 (EXERCISE W/ EQUIP.)
RISK CATEGORY II
WIND SPEED 140 UG 103 and
WIND EXPOSURE C
ENCLOSURE COEFF. ENCLOSED (1.0/1.0)

OCCUPANT LOADS

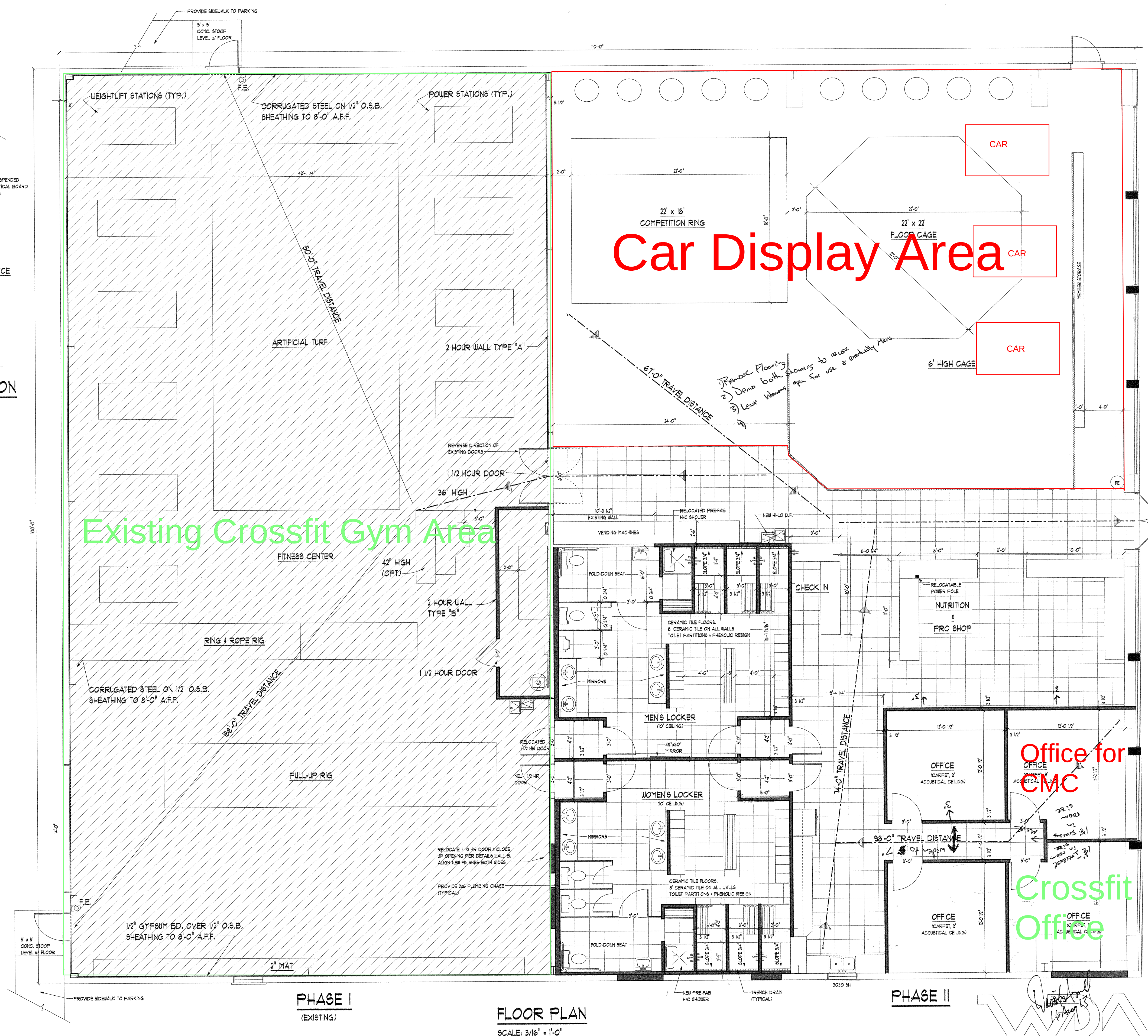
SPACE	SQ. FT.	TOTAL
A3	2296 SF / 50	50
B	148 SF / 100	8
M	1354 SF / 30	46
		106
EXIT:	TRAVEL DISTANCE	
2 REGD	200' ALLOWABLE	
3 PROVIDED	198' PROVIDED (MAX.)	
FIRE EXTINGUISHERS:		
TYPE A-C (40' MTD 4' MAX. A.F.F.		
AT LOCATIONS SHOWN ON PLAN		



WALL "B" DETAILS
SCALE: 1" = 1'-0"



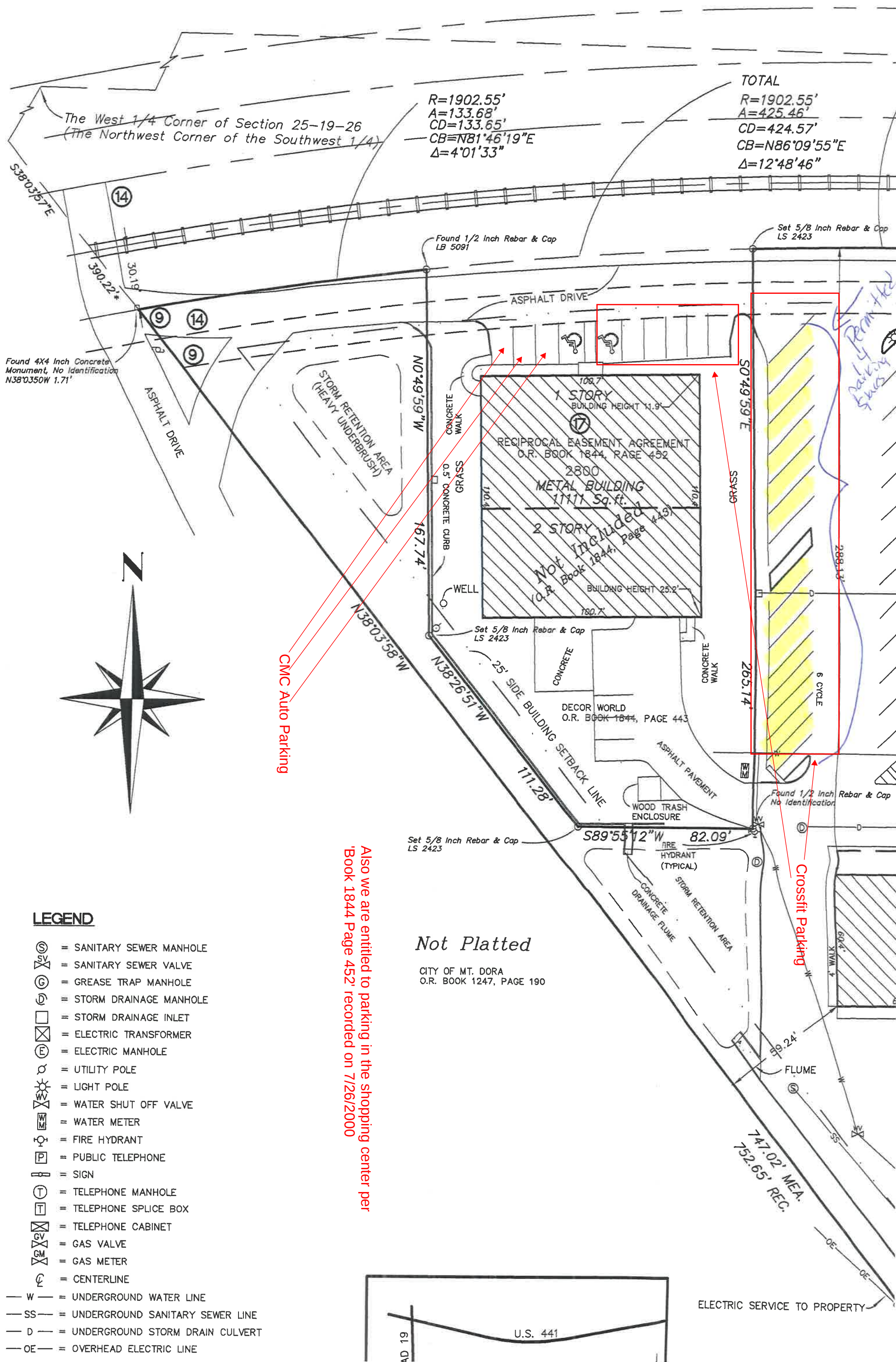
HC REST ROOM DETAILS
SCALE: 1" = 1'-0"



PHASE I
(EXISTING)

FLOOR PLAN
SCALE: 3/16" = 1'-0"

PHASE II



LEGEND

- ⊙ = SANITARY SEWER MANHOLE
- ⊗ = SANITARY SEWER VALVE
- ⊙ = GREASE TRAP MANHOLE
- ⊙ = STORM DRAINAGE MANHOLE
- = STORM DRAINAGE INLET
- ⊗ = ELECTRIC TRANSFORMER
- ⊙ = ELECTRIC MANHOLE
- ⊙ = UTILITY POLE
- ⊙ = LIGHT POLE
- ⊗ = WATER SHUT OFF VALVE
- ⊙ = WATER METER
- ⊙ = FIRE HYDRANT
- ⊙ = PUBLIC TELEPHONE
- ⊙ = SIGN
- ⊙ = TELEPHONE MANHOLE
- ⊙ = TELEPHONE SPLICE BOX
- ⊙ = TELEPHONE CABINET
- ⊙ = GAS VALVE
- ⊙ = GAS METER
- ⊙ = CENTERLINE
- W — = UNDERGROUND WATER LINE
- SS — = UNDERGROUND SANITARY SEWER LINE
- D — = UNDERGROUND STORM DRAIN CULVERT
- OE — = OVERHEAD ELECTRIC LINE

Also we are entitled to parking in the shopping center per
'Book 1844 Page 452' recorded on 7/26/2000

Not Platted
CITY OF MT. DORA
O.R. BOOK 1247, PAGE 190



ELECTRIC SERVICE TO PROPERTY

PROPERTY RECORD CARD

General Information

Name:	WUW PROPERTIES LLC	Alternate Key:	1360617
Mailing Address:	2100 LAKE EUSTIS DR TAVARES, FL 32778 Update Mailing Address	Parcel Number: i	25-19-26-0800-000-00G02
		Millage Group and City:	00MD Mount Dora
		2023 Total Certified Millage Rate:	18.3807
		Trash/Recycling/Water/Info:	My Public Services Map i
Property Location:	2800 OLD HIGHWAY 441 MOUNT DORA FL, 32757	Property Name:	CROSS FIT Submit Property Name i
		School Information:	School Locator & Bus Stop Map i School Boundary Maps i
Property Description:	MOUNT DORA, BILLINGSLEY'S ACRES THAT PART OF LOT G DESCRIBED AS FOLLOWS: FROM NE COR OF LOT G RUN N 87DEG 25MIN 39SEC W ALONG S'LY R/W LINE OF A C L RR R/W A DIST OF 642.41 FT TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE S'LY, HAVING A RADIUS OF 1902.55 FT, THENCE RUN W'LY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 4DEG 15MIN 43SEC, A DIST OF 141.52 FT FOR POB, RUN S 00DEG 49MIN 59SEC E 265.14 FT, S 89DEG 55MIN 12SEC W 82.09 FT, N 38DEG 26MIN 51SEC W 111.28 FT, N 00DEG 49MIN 59SEC W 167.74 FT TO S'LY R/W LINE OF A C L RR R/W, SAID R/W LINE BEING THE ARC OF A CIRCULAR CURVE CONCAVE S'LY, HAVING A RADIUS OF 1902.55 FT, THENCE FROM A CHORD BEARING A DIST OF N 86DEG 02MIN 53SEC E 150.22 FT ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL		

ANGLE OF 4DEG 31MIN 31SEC, A DIST OF 150.26 FT TO POB PB 17 PG
15 ORB 4286 PG 2372

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

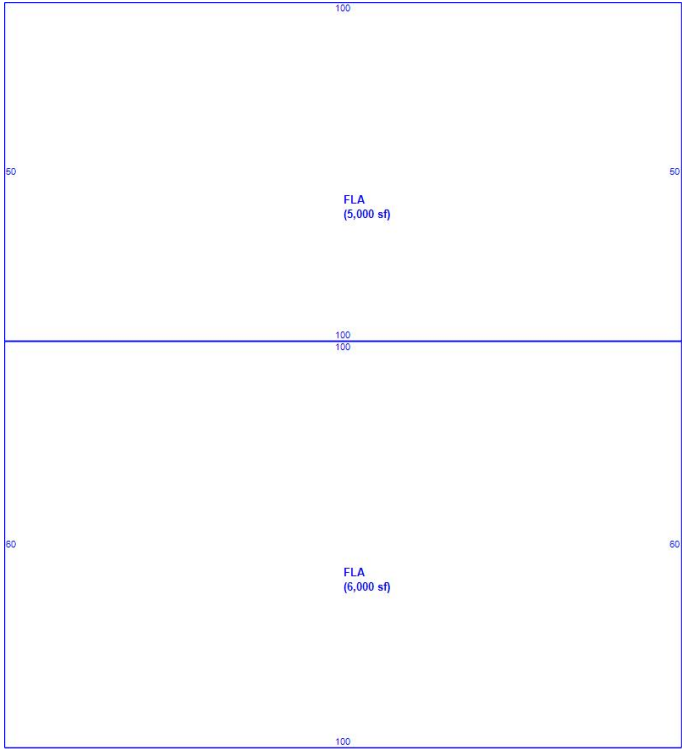
Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	STORE - 1 STORY FREE STANDING (1100)	0	0		35686.500	Square Feet	\$166,246.00	\$166,246.00
Click here for Zoning Info  FEMA Flood Map								

Commercial Building(s)

Building 1

Commercial	Building Value: \$429,588.00 Building Use: 1 STORY STORE (11C) Structure Type:		
Summary	Section(s)		
Year Built: 2001	Section Type	No. Stories	Ground Floor Area
Total Effective Area: 11000	FINISHED LIVING AREA (FLA)	1.00	11000
Full Bathrooms: 2	View Larger		
Half Bathrooms: 0			
Elevators: 0			

Elevator
Landings: 0
Residential
Units: 0
Kitchens: 0
Fireplaces: 0



Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	PAVING (CPAV1)	5800	SF	2001	\$4,698.00
2	PAVING (CPAV2)	1015	SF	2001	\$1,421.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
-----------	-----------	------------	-----------------------	-----------------	------------

4286 / 2372	02/2013	Warranty Deed	Qualified	Improved	\$395,000.00
4286 / 2369	02/2013	Warranty Deed	Unqualified	Improved	\$100.00
4213 / 2107	01/2012	Warranty Deed	Qualified	Improved	\$314,900.00
4045 / 2229	06/2011	Certificate of Title	Unqualified	Improved	\$100.00
4045 / 2147	05/2011	Quit Claim Deed	Unqualified	Improved	\$0.00
3803 / 130	08/2009	Certificate of Title	Unqualified	Improved	\$100.00
1844 / 443	07/2000	Warranty Deed	Qualified	Vacant	\$75,000.00
1685 / 2363	02/1999	Warranty Deed	Unqualified	Vacant	\$1.00
1211 / 1939	02/1993	Warranty Deed	Unqualified	Vacant	\$1,000,000.00
1167 / 13	05/1992	Certificate of Title	Unqualified	Vacant	\$1.00
1153 / 326	02/1992	Certificate of Title	Unqualified	Vacant	\$1.00

[Click here to search for mortgages, liens, and other legal documents.](#) ⓘ

Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2024 WORKING VALUES that are subject to change until certified.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$601,953	\$601,953	\$601,953	5.0364	\$3,031.68
SCHOOL BOARD STATE	\$601,953	\$601,953	\$601,953	3.2080	\$1,931.07
SCHOOL BOARD LOCAL	\$601,953	\$601,953	\$601,953	2.9980	\$1,804.66
LAKE COUNTY WATER AUTHORITY	\$601,953	\$601,953	\$601,953	0.2940	\$176.97
NORTH LAKE HOSPITAL DIST	\$601,953	\$601,953	\$601,953	0.1500	\$90.29
ST JOHNS RIVER FL WATER MGMT DIST	\$601,953	\$601,953	\$601,953	0.1793	\$107.93
CITY OF MOUNT DORA	\$601,953	\$601,953	\$601,953	5.9603	\$3,587.82
LAKE COUNTY MSTU AMBULANCE	\$601,953	\$601,953	\$601,953	0.4629	\$278.64

LAKE COUNTY VOTED DEBT SERVICE	\$601,953	\$601,953	\$601,953	0.0918	\$55.26
				Total:	Total:
				18.3807	\$11,064.32

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to \$25,000)	Learn More	View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) 	Learn More	View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More	View the Law
Widow / Widower Exemption (up to \$5,000)	Learn More	View the Law
Blind Exemption (up to \$500)	Learn More	View the Law
Disability Exemption (up to \$5,000)	Learn More	View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Disability Exemption (\$5,000)	Learn More	View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More	View the Law
Deployed Servicemember Exemption (amount varies)	Learn More	View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More	View the Law
Conservation Exemption (amount varies)	Learn More	View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More	View the Law

Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)

[Learn More](#) [View the Law](#)

Economic Development Exemption

[Learn More](#) [View the Law](#)

Government Exemption (amount varies)

[Learn More](#) [View the Law](#)

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

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Property data updated nightly.

Site Notice



This Instrument Prepared by and Return to:
JOHN A. TAYLOR, ESQ.
Fassett, Anthony & Taylor, P.A.
1325 W. Colonial Dr.
Orlando, FL 32804
Our File No.: 5023-18C (kjh)
Property Appraisers Parcel Identification (Folio) Numbers:
2519260800-000-00G02

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS SPECIAL WARRANTY DEED, made the 28th day of February, 2013 by ACM Browncroft CR, LLC, a Delaware limited liability company, whose address is 230 Crosskeys Office Park, Fairport, New York 14450, herein called the grantor, to WUW Properties, LLC, a Florida limited liability company, whose address is 2100 Lake Eustis Drive, Tavares, Florida 32778, hereinafter called the grantee:

(Wherever 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)

W I T N E S S E T H: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in LAKE County, State of Florida, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO.

Subject to covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any, taxes and assessments for the year 2013 and subsequent years, and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

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 except as above noted, at the time of delivery of this Special Warranty Deed, the premises were free of all encumbrances made by them, and they will fully warrant and defend the same against the lawful claims of all persons claiming by, through or under grantor, but against none other.

[signatures to follow]

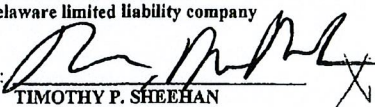
SIGNATURE PAGE TO SPECIAL WARRANTY DEED

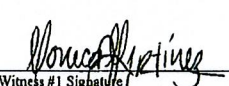
IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

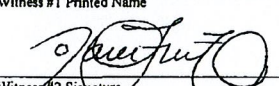
ACM Browncoft CR, LLC,
a Delaware limited liability company

By:


TIMOTHY P. SHEEHAN
Authorized Representative


Witness #1 Signature

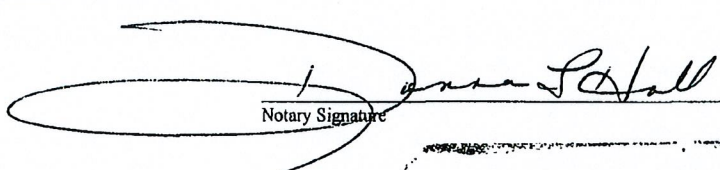
Monica Martinez Jan.
Witness #1 Printed Name


Witness #2 Signature

Francisco J. Fuentes Torres
Witness #2 Printed Name

STATE OF New York
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 27TH day of February, 2013, by Timothy P. Sheehan, as Authorized Representative of ACM Browncoft CR, LLC, a Delaware limited liability company who is personally known to me ~~or has~~ produced ~~as identification.~~


Notary Signature

My Commission Expires:

DONNA HALL
Notary Public, State of New York
Qualified in Monroe County
My Commission Expires June 1, 2015

EXHIBIT "A"

A part of Lot G, Billingsley's Acres, a partial replat of McDonald Terrace, as recorded in Plat Book 17, Page 15, Public Records of Lake County, Florida, described as follows:

Commence at the Northeast corner of said Lot G; then North 87°25'39" West along the Southerly right of way line of the A.C.L. Railroad, a distance of 642.41 feet to the point of curve of a circular curve concave Southerly having a radius of 1902.55 feet; thence Westerly, along the arc of said curve, through a central angle of 4°15'43", a distance of 141.52 feet to the Point of Beginning; thence departing said Southerly right of way line, South 00°49'59" East, a distance of 265.14 feet; thence South 89°55'12" West a distance of 82.09 feet; thence North 38°26'51" West a distance of 111.28 feet; thence North 00°49'59" West a distance of 167.74 feet to the aforesaid Southerly right of way line of the A.C.L. Railroad (60 foot right of way) said right of way line being the arc of a circular curve concave Southerly, having a radius of 1902.55 feet; thence from a chord bearing a distance of North 86°02'53" East 150.22 feet, along the arc of said curve through a central angle of 4°31'31" a distance of 150.26 feet to the Point of Beginning.

Together with reciprocal drainage rights to master shopping center retention system.

Together with an easement for ingress and egress to shopping center signalized entrance.

Together with parking on adjacent shopping center parking as required by the City of Mount Dora.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
WUW PROPERTIES, LLC

Filing Information

Document Number	L13000028527
FEI/EIN Number	46-2080659
Date Filed	02/22/2013
State	FL
Status	ACTIVE

Principal Address

2100 LAKE EUSTIS DR
TAVARES, FL 32778

Mailing Address

2100 LAKE EUSTIS DR
TAVARES, FL 32778

Registered Agent Name & Address

WILLIAMS, ROBERT QESQ
380 W ALFRED ST
TAVARES, FL 32778

Authorized Person(s) Detail

Name & Address

Title MGRM

RUGGIE, THOMAS
2100 LAKE EUSTIS DR
TAVARES, FL 32778

Title MGRM

RUGGIE, LOAN KIM
2100 LAKE EUSTIS DR
TAVARES, FL 32778

Title MGRM

JOHNSON, COLIN B
1555X DOPEY DR - P O BOX 22050
LAKE BUENA VISTA, FL 32830

Annual Reports

Report Year	Filed Date
2021	03/08/2021
2022	02/14/2022

2023

02/15/2023

Document Images[02/15/2023 -- ANNUAL REPORT](#)[View image in PDF format](#)[02/14/2022 -- ANNUAL REPORT](#)[View image in PDF format](#)[03/08/2021 -- ANNUAL REPORT](#)[View image in PDF format](#)[02/14/2020 -- ANNUAL REPORT](#)[View image in PDF format](#)[02/27/2019 -- ANNUAL REPORT](#)[View image in PDF format](#)[01/16/2018 -- ANNUAL REPORT](#)[View image in PDF format](#)[01/31/2017 -- ANNUAL REPORT](#)[View image in PDF format](#)[02/25/2016 -- ANNUAL REPORT](#)[View image in PDF format](#)[03/12/2015 -- ANNUAL REPORT](#)[View image in PDF format](#)[02/27/2014 -- ANNUAL REPORT](#)[View image in PDF format](#)[02/22/2013 -- Florida Limited Liability](#)[View image in PDF format](#)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
CMC AUTO GROUP LLC

Filing Information

Document Number	L22000304932
FEI/EIN Number	N/A
Date Filed	07/08/2022
State	FL
Status	ACTIVE

Principal Address

655 HERNDON AVENUE
ORLANDO, FL 32736

Mailing Address

655 HERNDON AVENUE
ORLANDO, FL 32736

Registered Agent Name & Address

COLIN B. JOHNSON
24745 LESTER WAY
ESTIS, FL 32736

Authorized Person(s) Detail

Name & Address

Title MGR

CHRISTOPHER A. SPHAR
1909 CAROLINA AVENUE
GOTHA, FL 34734

Annual Reports

Report Year	Filed Date
2023	03/13/2023

Document Images

[03/13/2023 -- ANNUAL REPORT](#)

View image in PDF format

[07/08/2022 -- Florida Limited Liability](#)

View image in PDF format

R Prepared by and Return to:

Alan N. Escott, Esquire
McCausland, Keen & Buckman
239 W. Radnor-Chester Road
Radnor Court, Suite 160
Radnor, PA 19087-5240

Doc# 2000061605

Book: 1844

Pages: 452 - 465

Filed & Recorded

07/26/2000 11:27:46 AM

JAMES C. WATKINS

CLERK OF CIRCUIT COURT

LAKE COUNTY

RECORDING

TRUST FUND

\$ 57.00

\$ 7.50

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement (this "Agreement"), is entered into as of this 14th day of July, 2000, by and between MT. DORA ACQUISITION, L.P., a New Jersey limited partnership ("Mt. Dora"), and DECOR WORLD, INC., a Florida corporation ("Decor World").

RECITALS

A. Mt. Dora is the owner of real property and improvements located at Old U.S. Highway 441, Mt. Dora, Florida, and more particularly described in Exhibit A attached hereto and by this reference incorporated herein ("Parcel A").

B. Decor World is the owner of real property and improvements located at Old U.S. Highway 441, Mt. Dora, Florida, and more particularly described in Exhibit B attached hereto and by this reference incorporated herein ("Parcel B").

C. In connection with the conveyance of Parcel B by Mt. Dora to Decor World, Mt. Dora and Decor World have agreed to enter into this Agreement to provide for the joint use of the parking and access road areas and certain other improvements located on their property and for the fair and equitable sharing of the costs and responsibilities of operation and maintenance thereof.

AGREEMENT

In consideration of the recitals and of the benefits to be derived by each of the parties hereto from the premises and the covenants contained in this Agreement, Mt. Dora and Decor World hereby agree as follows:

1. Definitions.

(a) "Basin Areas" shall mean those areas of Parcel A on which stormwater retention areas exist, as shown on attached survey.

(b) "Owner" shall mean the fee owner of Parcel A or the fee owner of Parcel B, as the case may be, and "Owners" shall mean both fee owners of the Real Property.

(c) "Joint Use Areas" shall mean the Parcel A Easement Area and the Parcel B Easement Area, as shown on attached survey.

(d) "Parcel A Parking Easement Area" shall mean the parking area located on Parcel A immediately adjacent to the eastern boundary of Parcel B and consisting of a row of 14 parking spaces, as shown on attached survey.

(e) "Parcel A Access Easement Area" shall mean the main signalized access drive from Old U.S. Highway 441 to Parcel A and the drive aisles from such access drive to Parcel B and to the Parcel A Parking Easement Area, as shown on attached survey.

(f) "Parcel A Easement Area" means, collectively, the Parcel A Parking Easement Area and the Parcel A Access Easement Area, as shown on attached survey.

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Book 1844 Page 453

(g) "Parcel B Easement Area" shall mean the parking areas, access drives and drive aisles located on Parcel B, as shown on attached survey.

2. Easement Grants.

(a) Subject to the provisions hereof, Mt. Dora hereby grants and conveys to Decor World as an easement appurtenant to Parcel B, for use in common with Mt. Dora, its guests, employees, invitees, agents, licensees and tenants, a perpetual, non-exclusive easement on and over the Parcel A Easement Area for the purposes of ingress and egress to and from Parcel B and Old Highway 441, as to the Parcel A Access Easement Area, for the purposes of vehicular parking, as to the Parcel A Parking Easement Area, and pedestrian and vehicular ingress and egress to said vehicular parking, as to the entire Parcel A Easement Area.

(b) Subject to the provisions hereof, Decor World hereby grants and conveys to Mt. Dora as a easement appurtenant to Parcel A, for use in common with Decor World and its guests, employees, invitees, agents, licensees and tenants, a perpetual, non-exclusive easement on and over the Parcel B Easement Area for the purposes of ingress and egress to and from Parcel A and Parcel B and for the purposes of vehicular parking and pedestrian and vehicular ingress and egress to said vehicular parking.

(c) Subject to the provisions hereof, Mt. Dora, as the owner of Parcel A, hereby grants and conveys to Decor World as an easement appurtenant to Parcel B, a perpetual, non-exclusive easement across, over and under, Parcel A for ingress to, egress from, and the installation, monitoring, replacing, repairing and maintaining of all utility and service lines, poles and systems that currently service or benefit Parcel B, including, but not limited to, any water, sewer, gas, telephone, electricity, television cable or communication lines and systems granted or reserved for the benefit of Parcel B.

(d) Decor World hereby grants and conveys to Mt. Dora as an easement appurtenant to Parcel A, a perpetual, non-exclusive easement across, over and under, Parcel B for ingress to, egress from, and the installation, monitoring, replacing, repairing and maintaining of all utility and service lines, poles and systems that currently service or benefit Parcel A, including, but not limited to, any water, sewer, gas, telephone, electricity, television cable or communication lines and systems granted or reserved for the benefit of Parcel A.

(e) Subject to the provisions hereof, Mt. Dora, as the Owner of Parcel A, hereby grants to Decor World, as the Owner of Parcel B, a perpetual, non-exclusive easement to use the Basin Areas for the discharge and retention of stormwater run-off from Parcel B. Decor World, as Owner of Parcel B, agrees that it shall not cause, or permit, the Basin Areas to be used for the discharge of any sewage or other wastewater. The easement granted herein shall include the right to tap into and use the existing flumes and outfalls located on the Basin Areas, and if required, to modify and reconstruct such flumes and outfalls, all at the sole cost and expense of the Owner of Parcel B.

(f) Each Owner, prior to entering onto the property of the other Owner, in connection with any work to any utility line or system or parking area or any facility located in the Basin Areas permitted herein ("Work"), shall provide ten (10) days written notice to the other Owner before entering into the property of such other Owner. Each such notice shall set forth the location of and the type of Work to be performed and the projected schedule for such Work prepared by an engineer registered in the State of Florida. Said engineer shall certify, to both Owners, that to the extent applicable the plans and specifications for such Work prepared by him or her satisfy all applicable requirements of governmental authorities. In addition, if required, approval of

Book 1844 Page 454

all governmental authorities of such plans and specifications shall be obtained prior to the commencement of construction. All Work shall be performed and completed in accordance with all applicable governmental laws, codes, rules, orders and regulations and in good, clean and safe order and in a first-class condition. All items installed on or in the Basin Areas shall be the property of the Owner of Parcel A. Promptly following the completion of any such Work, the Owner completing such Work shall provide to the other Owner a detailed, as built survey and profile of said facility. All such Work shall be undertaken at such times and employing such techniques so as to minimize any interference with or interruption of the business activities of the Owner of the burdened property or of its invitees, licensees, guests or tenants.

(g) Each Owner shall promptly and fully restore the portions of the other Owner's property that are affected by such Work to the same or as good condition as existed immediately before such Work was exercised. Upon completion of its Work each Owner shall leave such affected area free and clear of all loose dirt, debris and construction material.

(h) Each Owner shall require that each contractor with which it contracts for any Work covered by this Section maintain insurance coverage for workers' compensation insurance (at statutory limits) and general liability insurance, of at least \$1,000,000 combined single limit, each occurrence, with licensed and qualified companies. Such coverage shall include, but shall not be limited to Comprehensive Form, Premises-Operation, Collapse, Underground Hazard, Products/Completed Operations Hazard, Contractual Coverage, Broad Form Property Damage, Independent Contractors and Personal Injury (employee exclusion deleted).

All such insurance (other than workers' compensation) shall name the other Owner and its mortgagees, if any, as additional insureds and shall provide that it will not be modified or terminated without thirty (30) days prior notice. Evidence of such insurance shall be provided to the other Owner prior to the commencement of such Work.

3. Emergency Right of Entry. Mt. Dora and Decor World hereby agree to permit any governmental agency or district providing police or fire protection services to enter into or upon any portion of the Parcel A Easement Area and the Parcel B Easement Area in the event of an emergency threatening property or the safety of any individual.

4. Maintenance of Private Use Areas. The Owner of Parcel A shall be solely responsible, at its own expense, subject to reimbursement by the Owner of Parcel B as provided in Section 5 below with respect to the Basin Areas, for the upkeep and maintenance of Parcel A, other than the Parcel A Parking Easement Area, which shall be maintained, repaired and replaced by Decor World at its sole cost and expense. The Owner of Parcel B shall be solely responsible, at its own expense, for the upkeep and maintenance of Parcel B, as well as the Parcel A Parking Easement Area. Otherwise, each Owner shall keep its property in a clean, safe, attractive and slightly condition and in good repair, and shall comply in all respects with all governmental statutes, ordinances, regulations, health and police and fire requirements.

5. Contribution. The Owner of Parcel B shall pay to the Owner of Parcel A, as a contribution toward the costs and expenses incurred by the Owner of Parcel A in keeping and maintaining the Basin Areas, a yearly fee (the "Basin Fee") equal to ten percent (10%) of the actual costs incurred by the Owner of Parcel A in maintaining the Basin Areas. The Basin Fee for each calendar year shall be due and payable by good check, within thirty (30) days after billing by the Owner of Parcel A based upon actual expenditures for the prior year. Annual bills shall be sent within 120 days after the end of each year.

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6. Enforcement of Obligations. If one of the Owners shall fail to comply with any of the material provisions of this Agreement, the other Owner shall have full power and authority to enforce compliance with this Agreement in any manner provided for by law or in equity, including, without limitation, (a) an action for damages, (b) an action to enjoin any violation or specifically enforce the provisions of this Agreement, and (c) an action to enforce the liens provided for below. Notwithstanding the foregoing, (i) no Owner shall take any action to enforce compliance with this Agreement until (aa) such Owner has given the other Owner a written notice describing the specific claimed default and thirty (30) days, or such longer period as is reasonable under the circumstances (the "Owner Cure Period") to cure the claimed default, and (bb) if the claimed default is not cured within the Owner Cure Period, such Owner has given the holders of any mortgage (of which such Owner has actual notice) encumbering the defaulting Owner's property a written notice describing the specific claimed default and thirty (30) days after the expiration of the Owner Cure Period, or such longer period as is reasonable under the circumstances (the "Lender Cure Period"), to cure the claimed default, and (ii) the defaulting Owner shall neither hold or attempt to hold the non-defaulting Owner liable for any injury or damage of any kind whatsoever, occurring through or caused by the non-defaulting Owner's compliance or attempted compliance with the terms and provisions of this Agreement, except as caused by the non-defaulting Owner's gross negligence or, in the case of the Owner of Parcel B, failure to pay all or part of the Basin Fee. In addition to the other remedies described in this Section 7, the non-defaulting Owner shall have the right to cure the specific default described in the written notice referenced above after the expiration of the Lender Cure Period and the defaulting Owner shall reimburse the non-defaulting Owner for one-half of the expenses incurred by the non-defaulting Owner in effecting the cure.

7. Liens. Each Owner shall have a lien on the other Owner's property to: (a) secure the prompt and faithful performance of the obligations of Owners under this Agreement, (b) secure payment of all amounts due the Owner of Parcel A hereunder for the performance of maintenance and repair responsibilities set forth in this Agreement, together with interest at the lesser of (i) eighteen percent (18%) per annum, or (ii) the maximum rate then allowed by law (the "Default Rate"), from the date such amounts were due, and (c) secure payment of all costs of collection which may be paid or incurred by the Managing Owner in connection therewith. Such lien shall be prior and superior to all other liens, whether recorded prior to or subsequent to the notice of default and claim of lien except the lien for taxes and assessments which, by law, would be superior thereto and except the lien of any valid recorded mortgage(s) which secures indebtedness incurred in connection with the acquisition, development, renovation or other improvement of the property in question. Except as stated above, the lien shall have priority as of the date of recording of this document. Each Owner shall execute any further documentation which may be reasonably necessary to subordinate the lien described in this Section 7 to the above described mortgage liens. The lien is self-operative; however, the Owner attempting to enforce the lien granted herein may elect to file and record a notice of default and claim of lien in the public records of the County of Lake, Florida. Such a notice of default and claim of lien shall be executed and acknowledged by the Owner attempting to enforce the lien granted herein, and shall contain substantially the following information:

- (a) The name of the defaulting Owner;
- (b) The total amount of the delinquency, interest thereon, collection costs and reasonable attorney's fees and costs incurred by the Owner attempting to enforce the lien granted herein;
- (c) That the notice of default and claim of lien is made pursuant to this Agreement;

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(d) That a lien is claimed and will be foreclosed against the defaulting Owner's interest in such Owner's property in an amount equal to the amount stated and additional delinquencies accruing through the date of sale. The Owner shall mail a copy of such notice of default and claim of lien to the defaulting Owner. Any such lien may be foreclosed in the manner provided by Florida law for the foreclosure of mortgages; and

(e) Any other requirements imposed by law.

8. Use and Restrictions Regarding Joint Use Areas.

(a) The Joint Use Areas shall be used only for parking areas, access to Parcels A and B, and for utility easements as may exist or be shown on any map, plat or recorded document on the date hereof. Notwithstanding the foregoing, each Owner shall have the right to grant underground utility easements over its portion of the Joint Use Areas on the condition that such easements do not interfere with the use of the Joint Use Areas as described herein. No fence, building, structure or other improvement which would decrease the size of the existing Joint Use Areas or which would prevent or obstruct the passage of pedestrian or vehicular travel for the purposes herein permitted shall be erected or permitted within or across the Joint Use Parcel without the express written approval of the Owners.

(b) Either Owner, with the prior written approval of the other Owner, not to be unreasonably withheld, may alter or redesign the parking area of its Parcel.

(c) The use of the Parcel A Easement Area by the Owner of Parcel B, and the use of the Parcel B Easement Area by the owner of Parcel A, shall be restricted as follows:

(i) There shall be no outside storage or parking in of any vehicles or trailers (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other transportation device.

(ii) No repair, restoration, cleaning, washing, motor maintenance or transmission maintenance of or to any motor vehicle shall take place, except for emergency repairs, and then only to the extent necessary to enable the movement of the vehicle to a proper repair facility.

(iii) Any motor vehicles shall, at all times, be operated in a safe manner and in compliance with all posted speed, directional and stop signs, and in a manner so as to not create any noise or safety nuisance.

9. Insurance. Each Owner shall keep in force, for the mutual protection of the Owners, general comprehensive liability insurance against claims for personal or bodily injury, death or property damage arising from the use and maintenance of the Joint Use Areas and the Basin Areas in an amount, with insurance companies and in all respects satisfactory to the Managing Owner.

10. Release.

(a) The Owner of Parcel B, for itself and its agents, employees, invitees, successors and assigns hereby releases the Owner of Parcel A and its agents, employees, invitees, successors and assigns (collectively, the "Released Parties") from any and all claims for injury, damages or costs arising out of or in connection with the use of the Parcel A Easement Area or the Basin Areas or any permitted work or any entry onto, or activities conducted on, at or near Parcel A, which they or any of them may in the future have, except with respect

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to any default or breach of any covenant, obligation or duty hereunder, or unless caused by the gross negligence or willful misconduct of such Released Party.

(b) The Owner of Parcel A for itself and its agents, employees, invitees, successors and assigns hereby releases the Owner of Parcel B and its agents, employees, invitees, successors and assigns (collectively, the "Decor Released Parties") from any and all claims for injury, damages or costs arising out of or in connection with the use of the Parcel B Easement Area or the Basin Areas, or any permitted Work or any entry onto, or activities conducted on, at or near Parcel B, which they or any of them may in the future have, except with respect to any default or breach of any covenant, obligation or duty hereunder, or unless caused by the gross negligence or willful misconduct of such Decor Released Party.

11. Effect. The easements and restrictions hereby created shall run with and bind the land, and shall be appurtenant to Parcel A and to Parcel B, as the case may be. All Basin Fees due or levied hereunder, together with the costs of collection and interest thereon, shall be a separate, distinct, and personal obligation of the Owner in title to Parcel B at the time when the amounts levied fell due, and shall bind such Owner or former Owner's heirs, devisees, personal representatives, successors and assigns. Upon any transfer of title to any portion of Parcel B (whether voluntary or involuntary), the new Owner shall be jointly and severally liable with the conveying Owner for all unpaid amounts levied by the Owner of Parcel A against the conveying Owner up to the time the instrument evidencing such transfer was recorded. Any payment of Basin Fees not paid when due shall bear interest at a rate equal to the Default Rate. Nothing herein provided shall be deemed to create any partnership or joint venture between the parties. This Agreement shall not benefit any third party.

12. Notices. Each Owner shall designate where indicated below an address to which all notices and communications may be sent. All notices and other communications required or permitted under this Agreement shall be in writing and shall be personally delivered or be given by registered or certified mail. Any such notice or other communication shall be effective when such notice is delivered to the address of the owner as designated pursuant to this Section. Either Owner, by notice given as above, may change the address to which future notices or other communications intended for such Owner shall be sent.

13. Compliance with Agreement. Each Owner shall provide, upon ten (10) business days written request, verification that the other Owner is not in default with respect to any obligation under this Agreement, or a description of any such defaults. If either Owner fails to respond to a written request for verification within ten (10) business days from receipt of such request, the Owner shall be deemed to have waived any claim for lien or damages hereunder. The existence of a recorded notice of lien shall constitute notice to a prospective purchaser of a claim by an Owner and shall not be affected by a failure to respond to a request for verification.

14. Waiver. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

15. Entire Agreement. This Agreement constitutes and incorporates the entire agreement between the Owners concerning the subject matter of this Agreement and supersedes any prior agreements between the Owners concerning the subject matter hereof. No provision or term of this Agreement may be amended, modified, revoked, supplemented, waived or otherwise changed except by a written instrument duly executed by all of the Owners of the Real Property, designated as such a change and recorded in the records of Lake County, Florida. If any provision in this Agreement shall be held invalid, illegal or unenforceable in

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any jurisdiction, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be impaired thereby, nor shall the validity, legality or enforceability of any such defective provisions be in any way affected or impaired by the law in any other jurisdiction.

16. Litigation Expenses. If any party shall bring an action against any other party to this Agreement by reason of alleged violation of any covenant, term or obligation hereof or otherwise arising out of this Agreement, the prevailing party in such suit shall be entitled to its costs of suit and reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment. "Prevailing Party" within the meaning of this Section shall include, without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached or consideration substantially equal to the relief sought in the action.

17. Time; Costs. This Agreement shall take effect immediately. Time is of the essence of this Agreement and each and every provision hereof. Decor World shall be responsible for the payment of any deed stamps or realty transfer taxes imposed or due in connection with easements granted herein. The cost of recording this Agreement shall be borne by Decor World.

18. Force Majeure. Each party shall be excused from performing any of its respective obligations hereunder (except any of its obligations to pay any sums of money), in the event and/or as long as the performance of such obligation is prevented or delayed, retarded or hindered by: act of God; epidemics; weather of unusual severity and duration; fire; earthquake; flood; explosion; riot; mob violence or sabotage; malicious mischief; default of any contractor; strikes, lockouts or action of labor unions; condemnation; or orders of defense authorities. Specifically excluded herefrom are delays resulting from (a) a party's lack of capital; or (b) failure to obtain permits and approvals from governmental authorities if such failure is the result of such party's failure or delay in making timely application therefor or lack of due diligence in respect thereof.

EXECUTED as of the date first set forth above.

ATTEST:

(SEAL) Print Name:

WITNESS:

Lynn McDermott
Print Name:

ATTEST:

(SEAL) Constance J. Penhale

WITNESS:

Drenda J. Kozema
Print Name: Drenda J. Kozema

MT. DORA ACQUISITION, L.P.

a New Jersey limited partnership

By its sole general partner:

Mt. Dora Plaza Management Corp.

By: [Signature]
Its: Vice President
Address: 2100 Highway 35
Suite A
Sea Girt, NJ 08750

DECOR WORLD, INC.

a Florida corporation

By: [Signature]
Its: Martha M. Kuebler President
Address: 3985 Hwy 19A North
Mt. Dora FL 32757

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any jurisdiction, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be impaired thereby, nor shall the validity, legality or enforceability of any such defective provisions be in any way affected or impaired by the law in any other jurisdiction.

16. Litigation Expenses. If any party shall bring an action against any other party to this Agreement by reason of alleged violation of any covenant, term or obligation hereof or otherwise arising out of this Agreement, the prevailing party in such suit shall be entitled to its costs of suit and reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment. "Prevailing Party" within the meaning of this Section shall include, without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached or consideration substantially equal to the relief sought in the action.

17. Time; Costs. This Agreement shall take effect immediately. Time is of the essence of this Agreement and each and every provision hereof. Decor World shall be responsible for the payment of any deed stamps or realty transfer taxes imposed or due in connection with easements granted herein. The cost of recording this Agreement shall be borne by Decor World.

18. Force Majeure. Each party shall be excused from performing any of its respective obligations hereunder (except any of its obligations to pay any sums of money), in the event and/or as long as the performance of such obligation is prevented or delayed, retarded or hindered by: act of God; epidemics; weather of unusual severity and duration; fire; earthquake; flood; explosion; riot; mob violence or sabotage; malicious mischief; default of any contractor; strikes, lockouts or action of labor unions; condemnation; or orders of defense authorities. Specifically excluded herefrom are delays resulting from (a) a party's lack of capital; or (b) failure to obtain permits and approvals from governmental authorities if such failure is the result of such party's failure or delay in making timely application therefor or lack of due diligence in respect thereof.

EXECUTED as of the date first set forth above.

ATTEST: Lynn Raymond

Lynn Raymond
(SEAL) Print Name:

WITNESS: Lynn McDermott

Lynn McDermott
Print Name:

ATTEST:

(SEAL)

WITNESS:

Print Name:

MT. DORA ACQUISITION, L.P.
a New Jersey limited partnership

By its sole general partner:

Mt. Dora Plaza Management Corp.

By: Ruthany
Its: Vice President
Address: 2100 Highway 35
Suite A
Sea Girt, NJ 08750

DECOR WORLD, INC.
a Florida corporation

By: _____
Its: _____
Address: _____

STATE OF NEW JERSEY)
) ss.
 COUNTY OF MONMOUTH)

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The foregoing instrument was acknowledged before me, a notary public in and for the state and county aforesaid, this 13th day of July, 2000, by Daniel Massry, as the Vice President of Mt. Dora Plaza Management Corp., the general partner of MT. DORA ACQUISITION, L.P., a New Jersey limited partnership, who acknowledged that he being authorized to do so, executed the foregoing instrument by signing the name of the corporation as the general partner of such limited partnership.

Witness my hand and official seal.

Mr. Botch
 Notary Public

My commission expires: _____

(NOTARIAL SEAL)

attorney at law state of New Jersey

STATE OF FLORIDA)
) ss.
 COUNTY OF LAKE)

The foregoing instrument was acknowledged before me, a notary public in and for the state and county aforesaid, this 14 day of July, 2000, by Martina M. Kuehn, as the Prec of DECOR WORLD, INC., a Florida corporation, on behalf of such corporation.

Witness my hand and official seal.

Constance J. Penhale
 Notary Public

My commission expires: _____

(NOTARIAL SEAL)

NOTARY PUBLIC - STATE OF FLORIDA
 CONSTANCE J. PENHALE
 COMMISSION # CC609567
 EXPIRES 12-27-2000
 BONDED THRU ASA 1-888-NOTARY1

STATE OF NEW JERSEY)
) ss.
 COUNTY OF MONMOUTH)

Book 1844 Page 461

The foregoing instrument was acknowledged before me, a notary public in and for the state and county aforesaid, this 13th day of July, 2000, by Daniel Massry, as the Vice President of Mt. Dora Plaza Management Corp., the general partner of MT. DORA ACQUISITION, L.P., a New Jersey limited partnership, who acknowledged that he being authorized to do so, executed the foregoing instrument by signing the name of the corporation as the general partner of such limited partnership.

Witness my hand and official seal.

My Botch
 Notary Public

My commission expires: _____

(NOTARIAL SEAL)

Attorney at Law State of New Jersey

STATE OF FLORIDA)
) ss.
 COUNTY OF LAKE)

The foregoing instrument was acknowledged before me, a notary public in and for the state and county aforesaid, this _____ day of July, 2000, by _____, as the _____ of DECOR WORLD, INC., a Florida corporation, on behalf of such corporation.

Witness my hand and official seal.

 Notary Public

My commission expires: _____

(NOTARIAL SEAL)

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STATE OF NEW JERSEY)

COUNTY OF MONMOUTH) ss.

The foregoing instrument was acknowledged before me, a notary public in and for the state and county aforesaid, this 17th day of July, 2000, by Daniel Massry, as the Vice President of Mt. Dora Plaza Management Corp., the general partner of MT. DORA ACQUISITION, L.P., a New Jersey limited partnership, who acknowledged that he being authorized to do so, executed the foregoing instrument by signing the name of the corporation as the general partner of such limited partnership.

Witness my hand and official seal.

Mr. B. M.
Notary Public

My commission expires: _____

(NOTARIAL SEAL)

ISAAC L. MASSRY

Notary Public of New Jersey

Notary Commission Expires: 12/31/2001
Printed Name: _____

STATE OF FLORIDA)

COUNTY OF LAKE) ss.

The foregoing instrument was acknowledged before me, a notary public in and for the state and county aforesaid, this 14 day of July, 2000, by Martina M. Kusler, as the Pres of DECOR WORLD, INC., a Florida corporation, on behalf of such corporation.

Witness my hand and official seal.

Constance J. Penhale
Notary Public

My commission expires: _____

(NOTARIAL SEAL)

NOTARY PUBLIC - STATE OF FLORIDA
CONSTANCE J. PENHALE
COMMISSION # C060887
EXPIRES 12-27-2003
BONDED THRU ABA 1-588-NOTARY

EXHIBIT A

Book 1844 Page 463

LOT G, BILLINGSLEY'S ACRES, A PARTIAL REPLAT OF MCDONALD TERRACE, AS RECORDED IN PLAT BOOK 17, PAGE 15, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND A PART OF GOVERNMENT LOT 6 IN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT G; THENCE S. $00^{\circ}45'50''$ E., ALONG THE EAST LINE OF SAID LOT G, A DISTANCE OF 222.54 FEET; THENCE, DEPARTING SAID EAST LINE, N. $89^{\circ}14'10''$ E. A DISTANCE OF 125.00 FEET TO THE EAST LINE OF SAID GOVERNMENT LOT 6; THENCE S. $00^{\circ}45'50''$ E., ALONG SAID EAST LINE, A DISTANCE OF 50.00 FEET; THENCE, DEPARTING SAID EAST LINE, S. $89^{\circ}14'10''$ W. A DISTANCE OF 125.00 FEET TO THE AFORESAID EAST LINE OF LOT G; THENCE, ALONG THE BOUNDARY LINES OF SAID LOT G, S. $00^{\circ}45'50''$ E. A DISTANCE OF 170.45 FEET; THENCE S. $89^{\circ}25'44''$ W. A DISTANCE OF 421.75 FEET; THENCE S. $58^{\circ}21'46''$ W. A DISTANCE OF 235.50 FEET; THENCE N. $88^{\circ}08'58''$ W. A DISTANCE OF 747.02 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A 60.00 FEET WIDE A.C.I. RAILROAD RIGHT OF WAY AND THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1902.55 FEET, THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND SOUTHERLY RIGHT OF WAY LINE AND THE NORTHERLY LINE OF SAID LOT G, FROM A CHORD BEARING AND DISTANCE OF N. $86^{\circ}09'57''$ E., 424.58, A DISTANCE OF 425.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S. $87^{\circ}25'39''$ E. A DISTANCE OF 642.41 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT PARCEL B, AS DESCRIBED IN EXHIBIT B ATTACHED HERETO.

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of the original document.

EXHIBIT B

Book 1844 Page 464

A PART OF LOT 6, BILLINGSLEY'S ACRES, A PARTIAL REPLAT OF McDONALD TERRACE, AS RECORDED IN PLAT BOOK 17, PAGE 15, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 6; THENCE N 87°25'33" W ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE A.C.L. RAILROAD, A DISTANCE OF 842.41 FEET TO THE POINT OF CURVE OF A CIRCULAR CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1802.55 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 4°15'43", A DISTANCE OF 161.82 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, S 80°45'59" E A DISTANCE OF 265.24 FEET THENCE S 89°25'12" W A DISTANCE OF 82.09 FEET; THENCE N 38°26'51" W A DISTANCE OF 111.28 FEET; THENCE N 00°45'59" W A DISTANCE OF 167.76 FEET TO AFORESAID SOUTHERLY RIGHT OF WAY LINE OF THE A.C.L. RAILROAD (50 FOOT RIGHT OF WAY) SAID RIGHT OF WAY LINE BEING THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1802.55 FEET; THENCE FROM A CHORD BEARING A DISTANCE OF N 86°02'53" E 150.22 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°31'31" A DISTANCE OF 150.25 FEET TO THE POINT OF BEGINNING.

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