

**ADDENDUM #1**  
**DEWEY ROBBINS ROAD "PART" AND SOUTH DEWEY ROBBINS ROAD**  
**"PART" PAVING**  
**PROJECT NO. 2008-07**  
**BID NO. 08-0031**

This addendum is being issued to make the following changes, corrections, clarifications and additions to the bidding document. The information in this addendum modifies and changes the original bidding documents and takes precedence over the original documents. **Receipt of this addendum shall be acknowledged by the bidder by signing and dating the appropriate line on page W-3 of the bid proposal.** Failure to acknowledge this addendum may preclude consideration of the bid proposal for award.

A non-mandatory pre-bid meeting for the referenced project was held at 11:00 p.m. on July 31, 2008, in the Department of Public Works' conference room. The following were in attendance:

<b>Name</b>	<b>Representing</b>	<b>Phone Number</b>	<b>Email Address</b>
Ken Bare	Ciraco Underground	352-347-2035	kbare@ciracounderground.com
Jonathan Barnes	Superior Asphalt	352-383-2889	superior@hewittcontracting.com
Bill Borginis	Professional Dirt Service, Inc	352-589-7000	Bob_profecionaldirt@earthlink.net
Roxanne Chapman	Malever Construction Co., Inc.	352-429-9507	roxy.chapmanjmc@embargmail.com
Jimmy Conrad	Boykin Construction Co., Inc	352-394-5993	bob@boykinconstruction.com
Buddy Fudge	John Finch Construction	352-245-3322	Bobuck24@aol.com
Norman Gaines	Tru-Mark, Inc.	407-688-1126	trumarknorm@aol.com
Ray Grossman	Mid State Paving	863-965-2861	jalong@tampabay.rr.com
Paul Harrell	Jr. Davis Construction, Inc.	407-870-0066	paulh@jr-davis.com
Jeff Johnson	Lake County Public Works	352-483-9024	jjohnson@lakecountyfl.gov
Tim Lusher	Art Walker Construction, Inc.	352-629-1466	artwalkerconst@hughes.net
Bill Mann	Southern Site Works, Inc.	407-947-1100	bmann@sswfl.com
Deb Marchese	Lake County Public Works	352-483-9007	dmarchese@lakecountyfl.gov
Conan Martin	Amick Construction, Inc.	407-293-6562	conan@amickinc.com
Tom Miller	Art Walker Construction, Inc.	352-629-1466	artwalkerconst@hughes.net

Name	Representing	Phone Number	Email Address
Jim Minton	Florida Highway Products	407-566-4200	<a href="mailto:jminton@floridahighway.net">jminton@floridahighway.net</a>
Joe Murray	P & S Paving	386-258-7911	<a href="mailto:jmurray@pandspavinginc.com">jmurray@pandspavinginc.com</a>
Bob Oglesby	John Finch Construction	352-245-3322	<a href="mailto:Bobuck24@aol.com">Bobuck24@aol.com</a>
Jimmy Pascarella	Professional Dirt Services	352-589-7000	<a href="mailto:jimmydp@earthlink.net">jimmydp@earthlink.net</a>
Tony Quattrocki	Lake County Public Works	352-483-9042	<a href="mailto:aquattrocki@lakecountyfl.gov">aquattrocki@lakecountyfl.gov</a>
Ron Rudolph	Lake County Public Works	352-483-9021	<a href="mailto:rrudolph@lakecountyfl.gov">rrudolph@lakecountyfl.gov</a>
Terry Scott	Lake County Public Works	352-483-9023	<a href="mailto:jscott@lakecountyfl.gov">jscott@lakecountyfl.gov</a>

This project is located off US-27 south of Leesburg and is approximately 7,725' +/- in length. The construction shall consist of building 24' in width roadways from Turkey Lake Road to East Dewey Robbins Road using 12" Type B stabilized subbase (40 LBR, 98% compaction), 8" limerock (two lifts, 98% compaction), prime and sanded, and 2" minimum type S-III asphaltic concrete (two lifts). Other work shall include the construction of swales, ditch blocks, installation of stormpipe, driveway construction, roadway signs, thermoplastic striping and other miscellaneous incidental construction.

#### **Additions to the bidding document:**

- Bid to construct the following driveways:
  - Ten (10) – 10' asphalt driveways
  - Seventeen (17) – 20' asphalt driveways
  - Nine (9) – 30' asphalt driveways

These driveways are **not** in addition to those driveways shown on the construction plans. The location for the driveways not shown on the construction plans shall be provided to the successful low bidder at the pre-construction meeting. If there is an existing gate at a driveway, then match the driveway width to the width of the gate.

- Removal of Citrus Trees:
  - Follow all Federal and State guidelines when removing and disposing of all citrus trees on this project.
- On sheet 33 of the construction plans at approximately station 70+25, bid to replace the existing pipe under the roadway using 18" RCP with mitered end sections (not CMP).
- On sheets S-21 and S-22, the construction plans show the placement of a stop sign and a stop bar at approximately station 35+41 and approximately station 36+37. The stop sign and stop bar in these areas are not required.

## Question and Answers

- Q. Regarding the driveways – these are in addition to the ones shown on the construction plans?  
A. No, they are not. Some driveways are shown on the construction plans, but not all of the driveways. Bid to construct the number of driveways provided in the addendum.
- Q. Are the driveways to be concrete?  
A. No, they shall be asphalt.
- Q. Will the driveways be 1" or 2" in depth?  
A. 1" type S-III Asphalt.
- Q. The plans say to use S-III Asphalt, is SP-9.5 an acceptable substitution?  
A. Yes, SP-9.5 is acceptable.
- Q. Can we use recycled asphalt?  
A. Lake County shall approve the use of recycled asphalt. The recycled asphalt shall have to meet all FDOT requirements and specifications.
- Q. Is there an engineering estimate?  
A. The estimated construction cost is \$772,500.00
- Q. Silt fence – the plans show some areas with and some without silt fence – is it 100% required?  
A. Yes, bid to install silt fence on the entire project.
- Q. On sheet 5 the silt fence detail shows wire mesh – is this correct?  
A. Disregard the detail shown on the construction plans, wire mesh shall not be required.
- Q. Will it be 8" limerock with 2 lifts?  
A. Yes, 8" limerock placed in two lifts shall be required.
- Q. Are we building a turnout at Turkey Lake Road?  
A. Yes, bid to construct the turnout to the back of the radius on Turkey Lake Road.
- Q. When will the right of way be staked?  
A. The right of way shall be staked the week of August 4, 2008.
- Q. Has the County established property corners?  
A. Lake County will stake the right of way only.
- Q. From Station 36+00 south it looks like there are power transformers in the right of way – is there an underground power line?  
A. We will verify with SECO, if possible we will use the transformers as swale checks.

Q. The orange groves along the project have irrigation – who is responsible to replace the irrigation?

A. Bid to remove the irrigation in the areas affected by the roadway construction.

Q. Can we have a copy of the agreement with the property owners?

A. Yes, the agreements shall be provided with the addendum.

Q. How many VMS boards will be required?

A. Post VMS Boards on each end of Dewey Robbins Road and South Dewey Robbins Road 7 days immediately prior to construction to notify residents. After 7 days the VMS Boards can be removed.

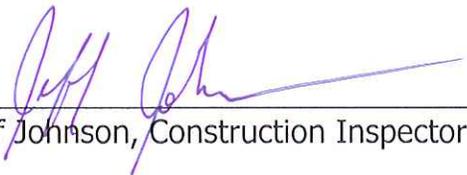
Q. What about notifying the land owners?

A. Bid to notify the residents as per the construction plan requirements.

Q. As part of the notifying residents, will they be given the chance to move fencing?

A. Bid to relocate all fences that are in the right of way.

Approved by:



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Jeff Johnson, Construction Inspector Manager

:smcd

REAL ESTATE PURCHASE AND SALES AGREEMENT  
FOR RIGHT OF WAY – SOUTH DEWEY ROBBINS ROAD (#2625) PROJECT

THE UNDERSIGNED, **W. C. DAVIS** and his wife, **DOROTHY E. DAVIS** hereinafter the "Sellers", whose address for notices is P.O. Box 638, Ocoee, FL 32761, agrees to sell and **Lake County, Florida**, a political subdivision of the State of Florida, whose address for notices is P.O. Box 7800, Tavares, Florida 32778-7800, hereinafter the "Purchaser", agrees to buy that tract of land together with any fixtures, improvements, equipment, appurtenances, now in or on the Premises, as more particularly described in Exhibit "A", attached hereto and made a part hereof (hereinafter the "Premises").

1. **PURCHASE PRICE.** The purchase price for the Premises is \$10,550.00, which includes the appraised value and the cost of 66 citrus trees. The purchase price, subject to the adjustments and prorations provided for herein, shall be paid by County warrant. The Purchaser shall have the option to utilize a closing agent with reasonable notice to seller.

2. **TITLE.** Seller represents that it is the owner in fee simple of the Premises and that it is authorized to execute and deliver this Agreement. Seller agrees to convey title to the Premises by Statutory Warranty Deed (free of all rights of election, dower, curtesy, homestead, spouses and other rights) and subject only to easements, rights-of-way, licenses, liens, encumbrances, and subdivision restrictions of record. The conveyance to the COUNTY shall be free and clear of all liens and encumbrances except as approved by the COUNTY, in its sole discretion, and a certificate or opinion of title from an attorney or title company evidencing the same shall be provided to the COUNTY upon delivery of the deed.

3. **CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATION TO CLOSE.** It is understood and agreed that Purchaser's sole reason in entering into this Agreement is for the construction of the South Dewey Robbins Road Project, to be used as public access, road, road related and utility purposes, and that Purchaser would be unable to use and enjoy the Premises for any other purpose. Therefore, it is agreed that Purchaser's obligations hereunder shall be subject to the following conditions and provisions for Purchaser's benefit, any of which may be waived by Purchaser, and Seller agrees to provide Purchaser with such assistance as may be reasonably required to satisfy these conditions:

A. The receipt by Purchaser of reports from engineering and environmental tests and investigations, ordered at Purchaser's expense, indicating that the Premises are free from contamination and suitable, in Purchaser's sole judgment, for Purchaser's intended use.

B. The receipt by Purchaser of engineering and other inspections and investigations, ordered at Purchaser's expense, indicating that all improvements, appurtenances, and equipment on the Premises are in good operating condition and repair and are suitable, in Purchaser's sole judgment, for Purchaser's intended use, all of which shall be on the Closing Date as hereafter defined, in the same condition as

In the event that Purchaser has not made a good faith effort to satisfy the conditions set forth above within ninety (90) days after execution of this Agreement, Seller may declare Purchaser in Default and terminate this Agreement. Upon declaring Purchaser in Default, Seller is entitled to those remedies set forth in Section 7 of this Agreement. Notice of Default shall be given to Purchaser in accordance with Section 10 of this Agreement.

4. The County will require the contractor to **coordinate the tree removal with the property owner** and give the adequate notice (**minimum of one (1) month**). The irrigation lines shall be relocated in conjunction with the project.

5. **RIGHT OF ENTRY.** The Seller hereby grants Purchaser and Purchaser's agents the right to enter upon the Premises at any time prior to or after the date of acceptance of this Agreement to make surveys, measurements, soil test borings, and other engineering and environmental tests and investigations. All costs for such measurements, tests and investigations ordered by Purchaser shall be borne by Purchaser. Purchaser agrees to give Seller reasonable notice whenever possible of the dates and times that Purchaser and Purchaser's agents will be entering the Premises to make surveys, measurements, and investigations.

6. **TAXES, ASSESSMENTS AND MECHANICS' LIENS.** General real estate taxes and personal property taxes for the current year shall be prorated as of the date of closing. If the amount of taxes due for the current year is not yet published, then the proration shall be based on the most recent tax rate and Seller agrees that, at Purchaser's request, taxes shall be re-prorated after the current year's tax bill has been received. If the tax bill for the current tax year is already published and the amount of the taxes due is known, then the taxes shall be paid at or before the closing. If the tax bill for the current year is not yet published but is expected to be published within thirty (30) days after the closing date, then an estimated amount for taxes, as reasonably determined by Purchaser, shall be paid to the Closing Agent by the Seller. All unpaid installments of special assessments against the Premises shall be paid by Seller in full.

7. **DEFAULT.** In the event of default by either party, the party not in default shall give written notice thereof to the party in default, specifying with particularity the nature of the default. If such default is not cured within thirty (30) days after receipt of the written notice, this Agreement may be terminated at the option of the non-defaulting party. However, if such default is not curable, such as a party's failure to close on the scheduled closing date, the non-defaulting party may terminate this Agreement immediately upon giving notice of such default. If the Seller shall be in default, the Purchaser shall be entitled to pursue any and all of its remedies at law or in equity.

8. **SELLER'S WARRANTIES.** Seller covenants, warrants and represents to Purchaser that Seller has no notice or knowledge of any of the following:

A. Planned or commenced public improvements which may result in special assessments or otherwise materially affect the Premises;

Davis

66 - Trees

West 42+00 to 48+60

EXHIBIT "B"

LAND - 153.A  
WATER - 13.A  
TOTAL - 166.A

1

GOVT LOT

NO. 2

1220'±

3  
10.A

990'±

40  
GROVE

7

29

NOT TO SCALE

28

31

"This drawing was prepared for the sole purpose of compliance with Florida Statute 28.222(4) and is not a survey but a sketch only. The parties hereto agree that this sketch is only intended to graphically represent the legal description (s) written on the document to which this drawing is attached. Should any discrepancy exist between this drawing and that writing, then the writing shall prevail. THE PREPARER ACCEPTS ABSOLUTELY NO LIABILITY FOR THE REPARATION OR RECORDATION THEREOF.

Davis

20.A  
2

(05-21-25)

33' Right of Way

GOVT LOT

NO. 1

4-1

4

GROVE 10

GROVE 11 15.A

1257'

330'

1320'

33'

Section line

42+00 to 48+60 West  
Tree removal

S. DEWEY ROBBINS RD 2-2625

25' ROAD R/W



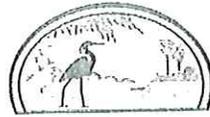
SEE SHEET NO. 26/3X

38

37

23

GOVE



LAKE COUNTY  
DEPARTMENT OF PUBLIC WORKS

June 13, 2008

Mr. and Mrs. Scott  
23313 S. Dewey Robbins Rd.  
Howey-in-the-Hills, FL 34737

Re: South Dewey Robbins Road

Dear Mr. and Mrs. Scott:

We appreciate your willingness to support the above mentioned road project. As discussed, the following items have been agreed upon:

1. The Scott's agree to grant a Temporary Non-Exclusive Easement Deed in the amount of 5.00 feet along the entire East side of their property, as shown on the attached Exhibit "B".
2. The County agrees to the following in conjunction with the above described roadway project:
  - a. Access to the Scott's property will be required at all times unless coordination has been made with Mrs. Scott due to an on going medical condition.

Please be advised that the County requires 100% of the right of way, prior to beginning of the roadway design and construction process. Roadway construction projects are subject to available funding.

We agree with the items listed above, on behalf of Lake County Public Works Department.

  
\_\_\_\_\_  
Frederick J. Schneider, P.E.  
Engineering Director

  
\_\_\_\_\_  
Jim Stivender, Jr., P.E., P.L.S.  
Public Works Director

S:\Right of Way\Projects\Dewey Robbins-South Dewey\Condition letter\cond\etteScott.doc

437 ARDICE AVENUE ♦ EUSTIS, FLORIDA 32726 ♦ P 352.483.9000 ♦ F 352.483.9025  
Board of County Commissioners ♦ www.lakecountyfl.gov

see comments  
Parcel 12

REAL ESTATE PURCHASE AND SALES AGREEMENT  
FOR RIGHT OF WAY – SOUTH DEWEY ROBBINS ROAD (#2625) PROJECT

THE UNDERSIGNED, **Wayne A. Scott** and wife, Margarite J. Scott, hereinafter the "Sellers", whose address for notices is 23313 South Dewey Robbins Road, Howey in the Hills, Florida 34737, agrees to sell and Lake County, Florida, a political subdivision of the State of Florida, whose address for notices is P.O. Box 7800, Tavares, Florida 32778-7800, hereinafter the "Purchaser", agrees to buy that tract of land together with any fixtures, improvements, equipment, appurtenances, now in or on the Premises, as more particularly described on Exhibit "A", attached hereto and made a part hereof (hereinafter the "Premises").

1. **PURCHASE PRICE.** The purchase price for the Premises is \$7,930.00. The purchase price, subject to the adjustments and prorations provided for herein, shall be paid by County warrant. The Purchaser shall have the option to utilize a closing agent with reasonable notice to seller.

2. **TITLE.** Seller represents that it is the owner in fee simple of the Premises and that it is authorized to execute and deliver this Agreement. Seller agrees to convey title to the Premises by Statutory Warranty Deed (free of all rights of election; dower, curtesy, homestead, spouses and other rights) and subject only to easements, rights-of-way, licenses, liens, encumbrances, and subdivision restrictions of record.

3. **CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATION TO CLOSE.** It is understood and agreed that Purchaser's sole reason in entering into this Agreement is for the construction of the South Dewey Robbins Road Project, to be used as public access, road, road related and utility purposes, and that Purchaser would be unable to use and enjoy the Premises for any other purpose. Therefore, it is agreed that Purchaser's obligations hereunder shall be subject to the following conditions and provisions for Purchaser's benefit, any of which may be waived by Purchaser, and Seller agrees to provide Purchaser with such assistance as may be reasonably required to satisfy these conditions:

A. The receipt by Purchaser of reports from engineering and environmental tests and investigations, ordered at Purchaser's expense, indicating that the Premises are free from contamination and suitable, in Purchaser's sole judgment, for Purchaser's intended use.

B. The receipt by Purchaser of engineering and other inspections and investigations, ordered at Purchaser's expense, indicating that all improvements, appurtenances, and equipment on the Premises are in good operating condition and repair and are suitable, in Purchaser's sole judgment, for Purchaser's intended use, all of which shall be on the Closing Date as hereafter defined, in the same condition as existed on of the date of Purchaser's execution of this Agreement, ordinary wear and tear only excepted.

Wayne Scott

Wayne Scott  
April 12

In the event that Purchaser has not made a good faith effort to satisfy the conditions set forth above within ninety (90) days after execution of this Agreement, Seller may declare Purchaser in Default and terminate this Agreement. Upon declaring Purchaser in Default, Seller is entitled to those remedies set forth in Section 7 of this Agreement. Notice of Default shall be given to Purchaser in accordance with Section 10 of this Agreement.

4. **ACCESS DRIVES.** In conjunction with the aforesaid South Dewey Robbins Roadway Paving Project, the County agrees to construct three (3) driveway connections along South Dewey Robbins Rd. as shown on attached "Exhibit B".

5. **RIGHT OF ENTRY.** The Seller hereby grants Purchaser and Purchaser's agents the right to enter upon the Premises at any time prior to or after the date of acceptance of this Agreement to make surveys, measurements, soil test borings, and other engineering and environmental tests and investigations. All costs for such measurements, tests and investigations ordered by Purchaser shall be borne by Purchaser. Purchaser agrees to give Seller reasonable notice whenever possible of the dates and times that Purchaser and Purchaser's agents will be entering the Premises to make surveys, measurements, and investigations.

6. **TAXES, ASSESSMENTS AND MECHANICS' LIENS.** General real estate taxes and personal property taxes for the current year shall be prorated as of the date of closing. If the amount of taxes due for the current year is not yet published, then the proration shall be based on the most recent tax rate and Seller agrees that, at Purchaser's request, taxes shall be re-prorated after the current year's tax bill has been received. If the tax bill for the current tax year is already published and the amount of the taxes due is known, then the taxes shall be paid at or before the closing. If the tax bill for the current year is not yet published but is expected to be published within thirty (30) days after the closing date, then an estimated amount for taxes, as reasonably determined by Purchaser, shall be paid to the Closing Agent by the Seller. All unpaid installments of special assessments against the Premises shall be paid by Seller in full.

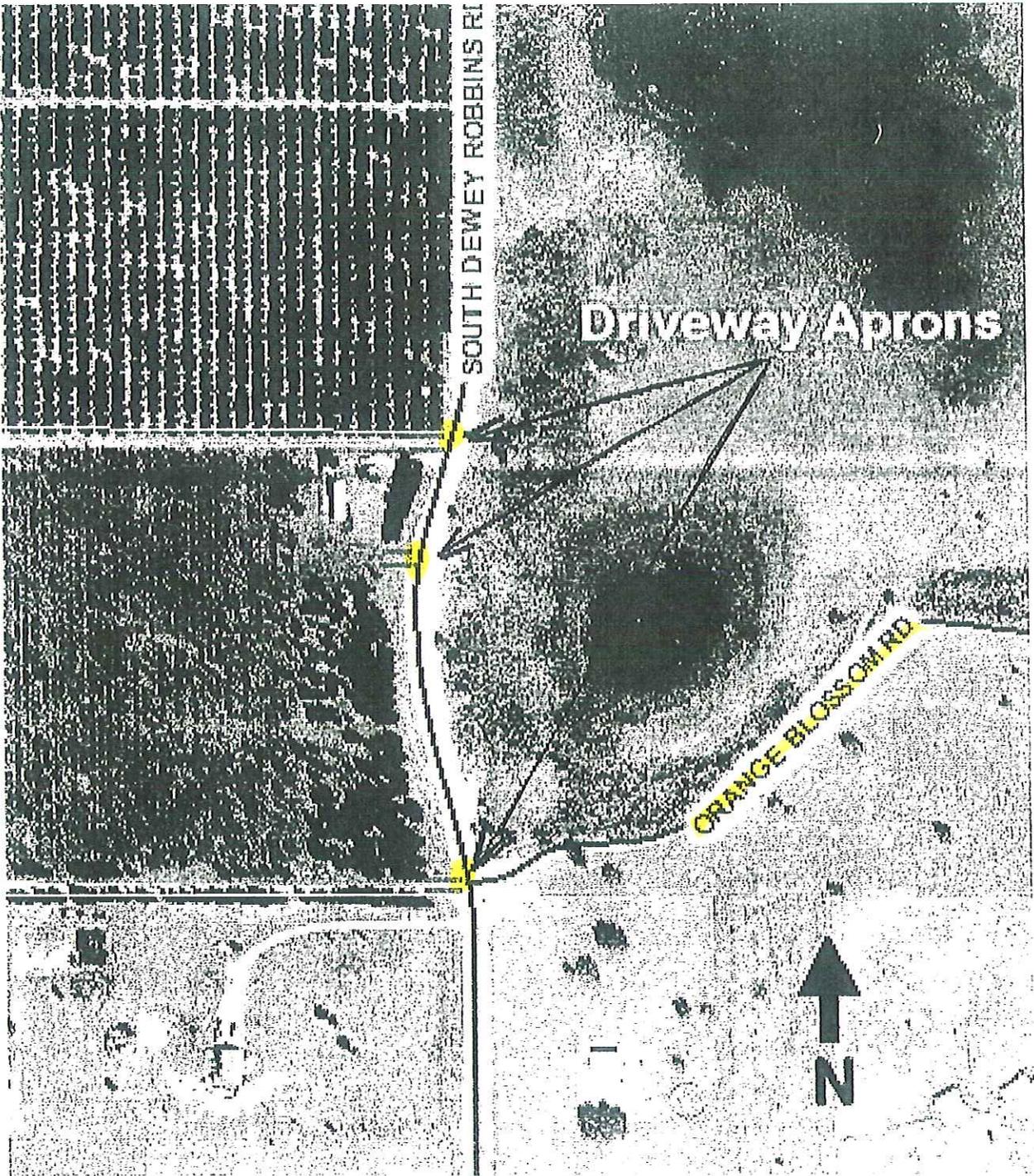
7. **DEFAULT.** In the event of default by either party, the party not in default shall give written notice thereof to the party in default, specifying with particularity the nature of the default. If such default is not cured within thirty (30) days after receipt of the written notice, this Agreement may be terminated at the option of the non-defaulting party. However, if such default is not curable, such as a party's failure to close on the scheduled closing date, the non-defaulting party may terminate this Agreement immediately upon giving notice of such default. If the Seller shall be in default, the Purchaser shall be entitled to pursue any and all of its remedies at law or in equity.

8. **SELLER'S WARRANTIES.** Seller covenants, warrants and represents to Purchaser that Seller has no notice or knowledge of any of the following:

A. Planned or commenced public improvements which may result in special assessments or otherwise materially affect the Premises;



Scott's  
EXHIBIT "B"



*see conditions*

**REAL ESTATE PURCHASE AND SALES AGREEMENT  
FOR RIGHT OF WAY – SOUTH DEWEY ROBBINS ROAD (#2625) PROJECT**

THE UNDERSIGNED, **P H Freeman & Sons, Inc.**, a Florida Corporation, hereinafter the "Sellers", whose address for notices is 640 East Plant Street, Winter Garden, FL 34787, agrees to sell and **Lake County, Florida**, a political subdivision of the State of Florida, whose address for notices is P.O. Box 7800, Tavares, Florida 32778-7800, hereinafter the "Purchaser", agrees to buy that tract of land together with any fixtures, improvements, equipment, appurtenances, now in or on the Premises, as more particularly described in Exhibit "A", attached hereto and made a part hereof (hereinafter the "Premises").

1. **PURCHASE PRICE.** The purchase price for the Premises is \$17,237.00, which includes the appraised value and the cost of **117 citrus trees**. The purchase price, subject to the adjustments and prorations provided for herein, shall be paid by County warrant. The Purchaser shall have the option to utilize a closing agent with reasonable notice to seller.

2. **TITLE.** Seller represents that it is the owner in fee simple of the Premises and that it is authorized to execute and deliver this Agreement. Seller agrees to convey title to the Premises by Statutory Warranty Deed (free of all rights of election, dower, curtesy, homestead, spouses and other rights) and subject only to easements, rights-of-way, licenses, liens, encumbrances, and subdivision restrictions of record. The conveyance to the COUNTY shall be free and clear of all liens and encumbrances except as approved by the COUNTY, in its sole discretion, and a certificate or opinion of title from an attorney or title company evidencing the same shall be provided to the COUNTY upon delivery of the deed.

3. **CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATION TO CLOSE.** It is understood and agreed that Purchaser's sole reason in entering into this Agreement is for the construction of the South Dewey Robbins Road Project, to be used as public access, road, road related and utility purposes, and that Purchaser would be unable to use and enjoy the Premises for any other purpose. Therefore, it is agreed that Purchaser's obligations hereunder shall be subject to the following conditions and provisions for Purchaser's benefit, any of which may be waived by Purchaser, and Seller agrees to provide Purchaser with such assistance as may be reasonably required to satisfy these conditions:

A. The receipt by Purchaser of reports from engineering and environmental tests and investigations, ordered at Purchaser's expense, indicating that the Premises are free from contamination and suitable, in Purchaser's sole judgment, for Purchaser's intended use.

B. The receipt by Purchaser of engineering and other inspections and investigations, ordered at Purchaser's expense, indicating that all improvements, appurtenances, and equipment on the Premises are in good operating condition and repair and are suitable, in Purchaser's sole judgment, for Purchaser's intended use, all of which shall be on the Closing Date as hereafter defined, in the same condition as

Freeman

Freeman  
Parcel

In the event that Purchaser has not made a good faith effort to satisfy the conditions set forth above within ninety (90) days after execution of this Agreement, Seller may declare Purchaser in Default and terminate this Agreement. Upon declaring Purchaser in Default, Seller is entitled to those remedies set forth in Section 8 of this Agreement. Notice of Default shall be given to Purchaser in accordance with Section 11 of this Agreement.

4. **ACCESS DRIVES.** In conjunction with the aforesaid South Dewey Robbins Roadway Paving Project, the County agrees to construct nine (9) driveway access aprons to accommodate fruit hauling trucks (30 foot width) along South Dewey Robbins Rd., as shown and depicted on attached "Exhibit B".

5. **TREE REMOVAL.** The County will require the contractor to coordinate the tree removal with the property owner and give the adequate notice (minimum of one (1) month). The irrigation lines shall be relocated in conjunction with the project.

6. **RIGHT OF ENTRY.** The Seller hereby grants Purchaser and Purchaser's agents the right to enter upon the Premises at any time prior to or after the date of acceptance of this Agreement to make surveys, measurements, soil test borings, and other engineering and environmental tests and investigations. All costs for such measurements, tests and investigations ordered by Purchaser shall be borne by Purchaser. Purchaser agrees to give Seller reasonable notice whenever possible of the dates and times that Purchaser and Purchaser's agents will be entering the Premises to make surveys, measurements, and investigations.

7. **TAXES, ASSESSMENTS AND MECHANICS' LIENS.** General real estate taxes and personal property taxes for the current year shall be prorated as of the date of closing. If the amount of taxes due for the current year is not yet published, then the proration shall be based on the most recent tax rate and Seller agrees that, at Purchaser's request, taxes shall be re-prorated after the current year's tax bill has been received. If the tax bill for the current tax year is already published and the amount of the taxes due is known, then the taxes shall be paid at or before the closing. If the tax bill for the current year is not yet published but is expected to be published within thirty (30) days after the closing date, then an estimated amount for taxes, as reasonably determined by Purchaser, shall be paid to the Closing Agent by the Seller. All unpaid installments of special assessments against the Premises shall be paid by Seller in full.

8. **DEFAULT.** In the event of default by either party, the party not in default shall give written notice thereof to the party in default, specifying with particularity the nature of the default. If such default is not cured within thirty (30) days after receipt of the written notice, this Agreement may be terminated at the option of the non-defaulting party. However, if such default is not curable, such as a party's failure to close on the scheduled closing date, the non-defaulting party may terminate this Agreement immediately upon giving notice of such default. If the Seller shall be in default, the Purchaser shall be entitled to pursue any and all of its remedies at law or in equity.

*Call Mr. Freeman  
He will show you the placement of the driveway aprons*  
407-656-2444  
cell-407-942-9775

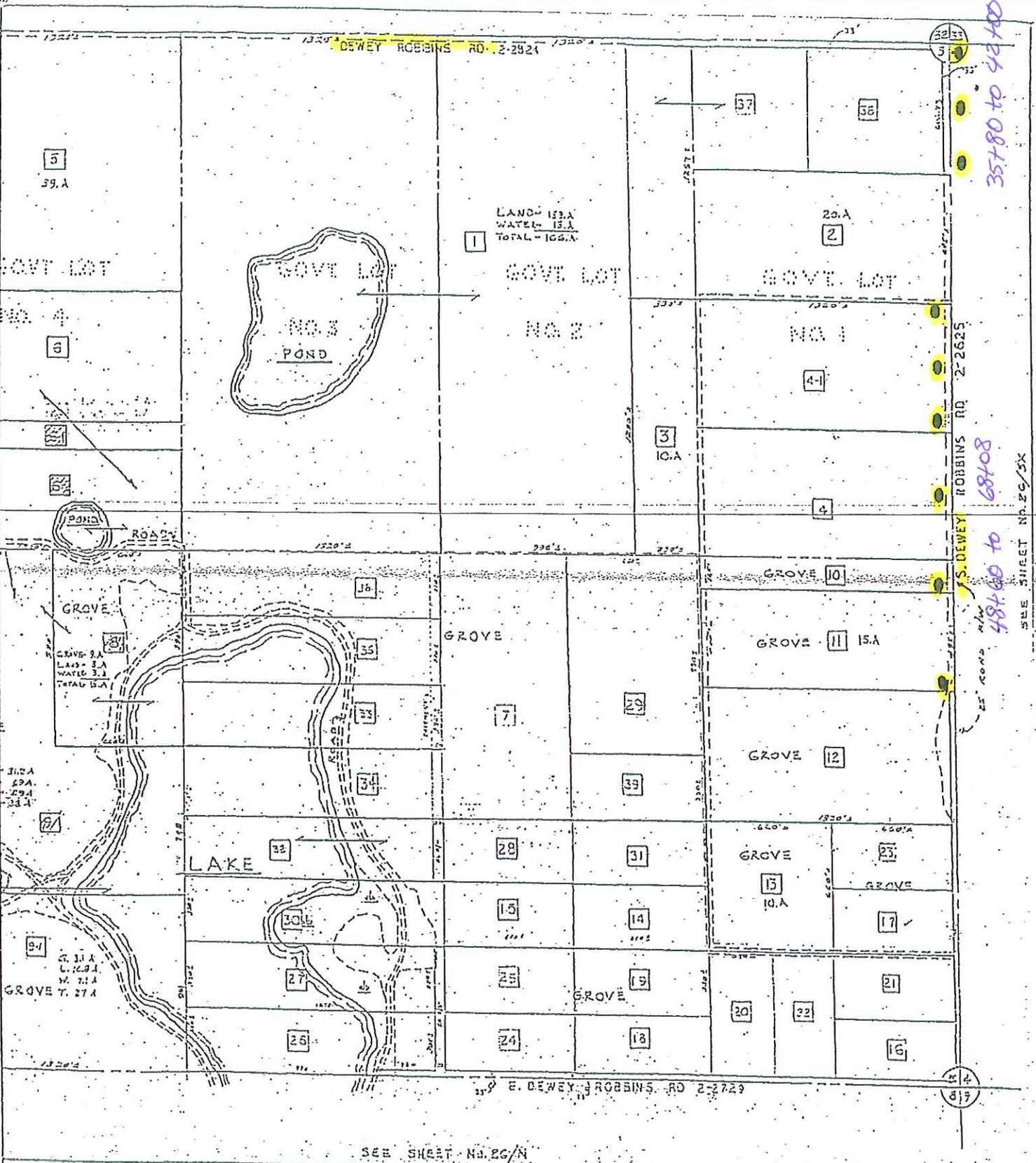
Freeman

0187 to 48155

80189 to 48184

48180 to 48184

SEE SHEET NO. 26/5X



DRIVEWAY ACCESS APRONS

1-9



ASSESSMENT MAP  
 LAKE COUNTY, FLORIDA  
 COMPILED & DRAWN BY  
 HUNNICUTT & ASSOCIATES, INC.  
 ST. PETERSBURG, FLORIDA

SECTION 5-2-G  
 TOWNSHIP 21-5  
 RANGE 25-E  
 COMPILED & DRAWN 1961  
 REVISION DATES  
 TRACING PRINT

SHEET NUMBER  
 26  
 5X