# Rainbow River – Rio Vista
# FGUA Service Area Projects
# Community Outreach Meeting

A Projects Funded by

November 6, 2025

FLORIDA GOVERNMENTAL UTILITY AUTHORITY

# Presentation Overview

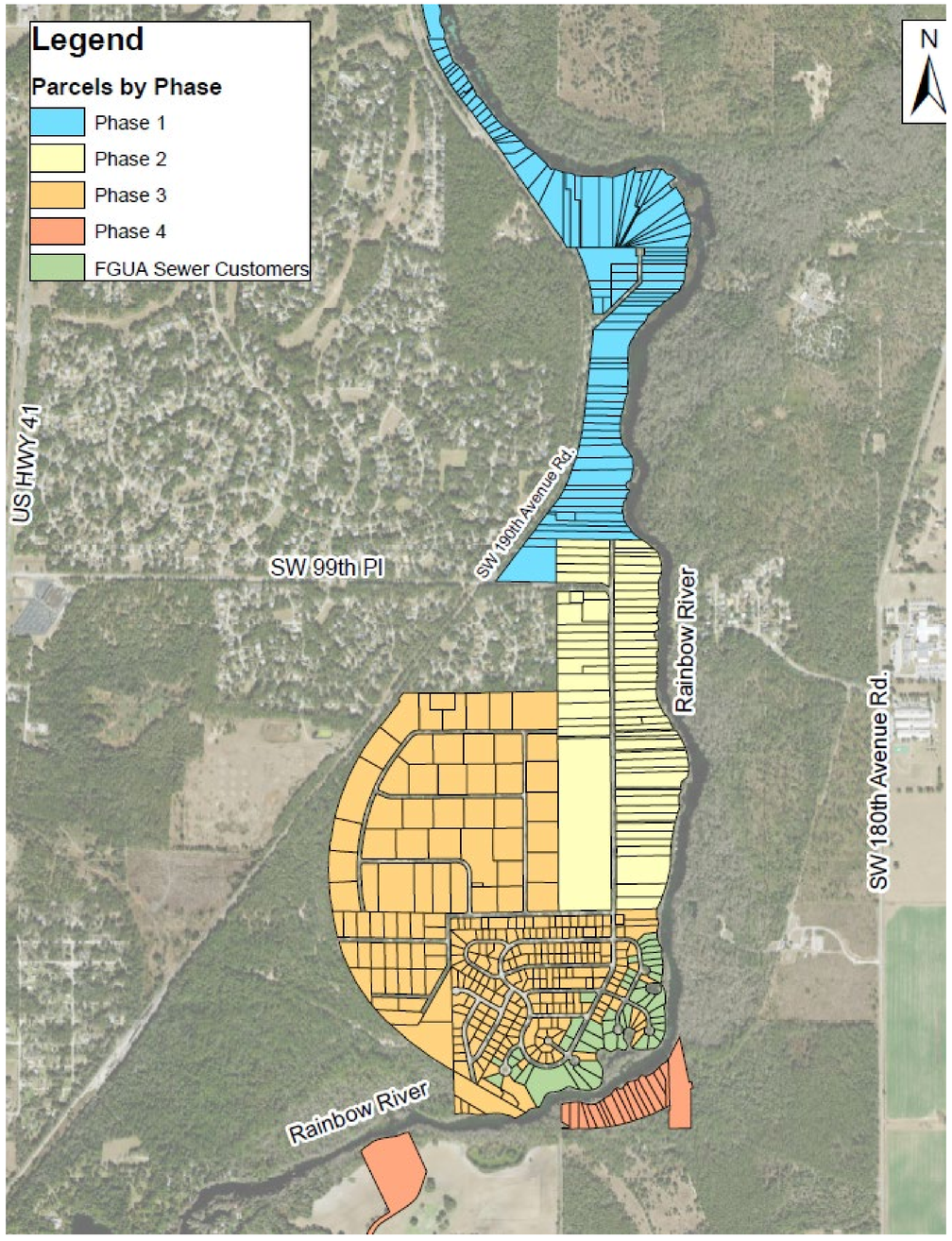
- Introductions & Opening Remarks
- Funding Updates
- Project Overview
- Project Schedule (Phasing)
- Easements
- Questions & Answers

# Funding Update

- Rainbow River-Rio Vista Septic to Sewer $10.8M Federal Springs Restoration Grant
- 30% design estimate $17.3M-$28.0M
- Pursuing additional FDEP water quality and springs grant

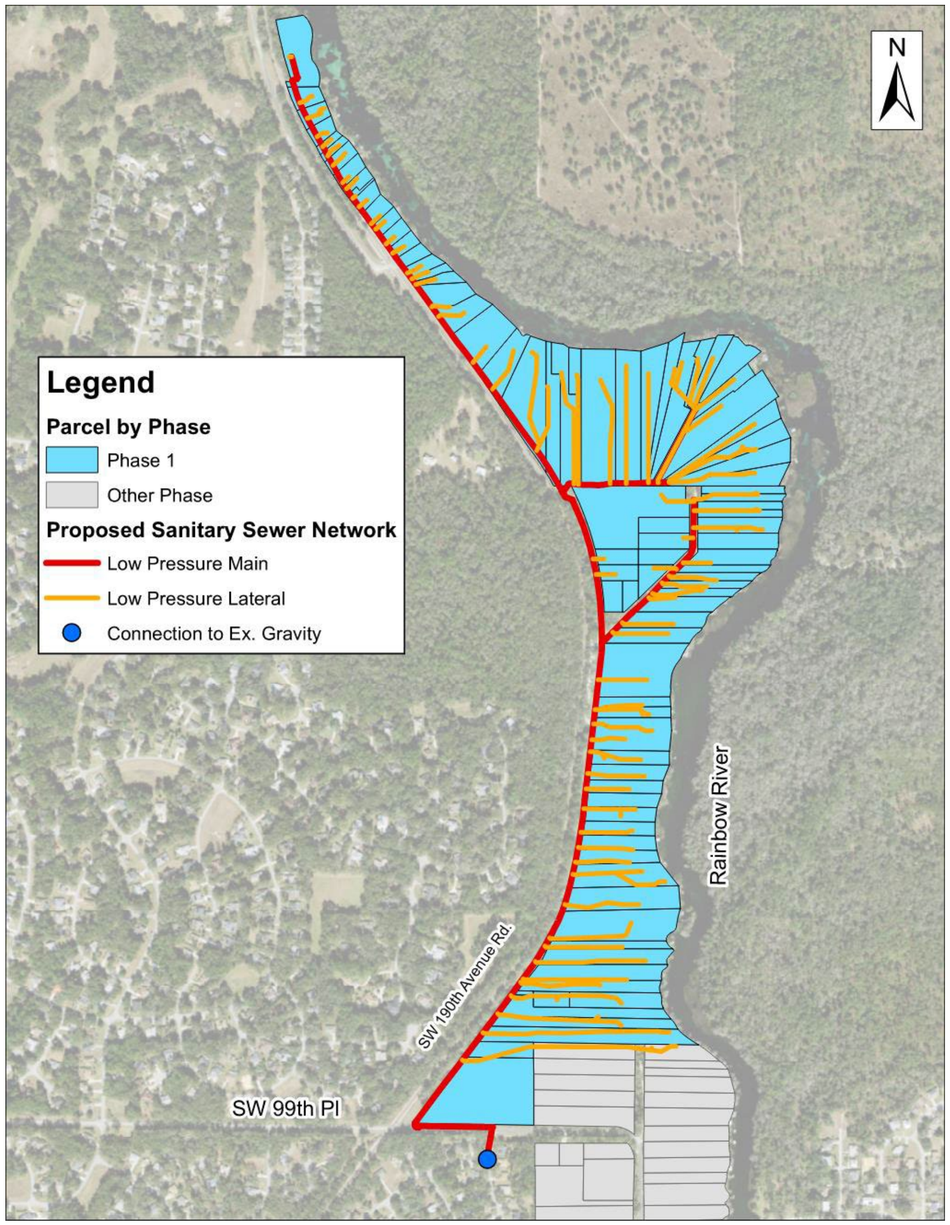
# Septic-to-Sewer Project Overview

- 302 properties converted
- Reduce 3,312lb/yr nitrogen
- 154 grinder pump stations
- 25,000ft of gravity sewer
- 20,000ft low-pressure FM
- 5,000ft of sewer FM
- Upgrade to existing lift station (RSLS#11)
- Additional lift stations
- Roadway restoration
- Project to be delivered in 4 phases



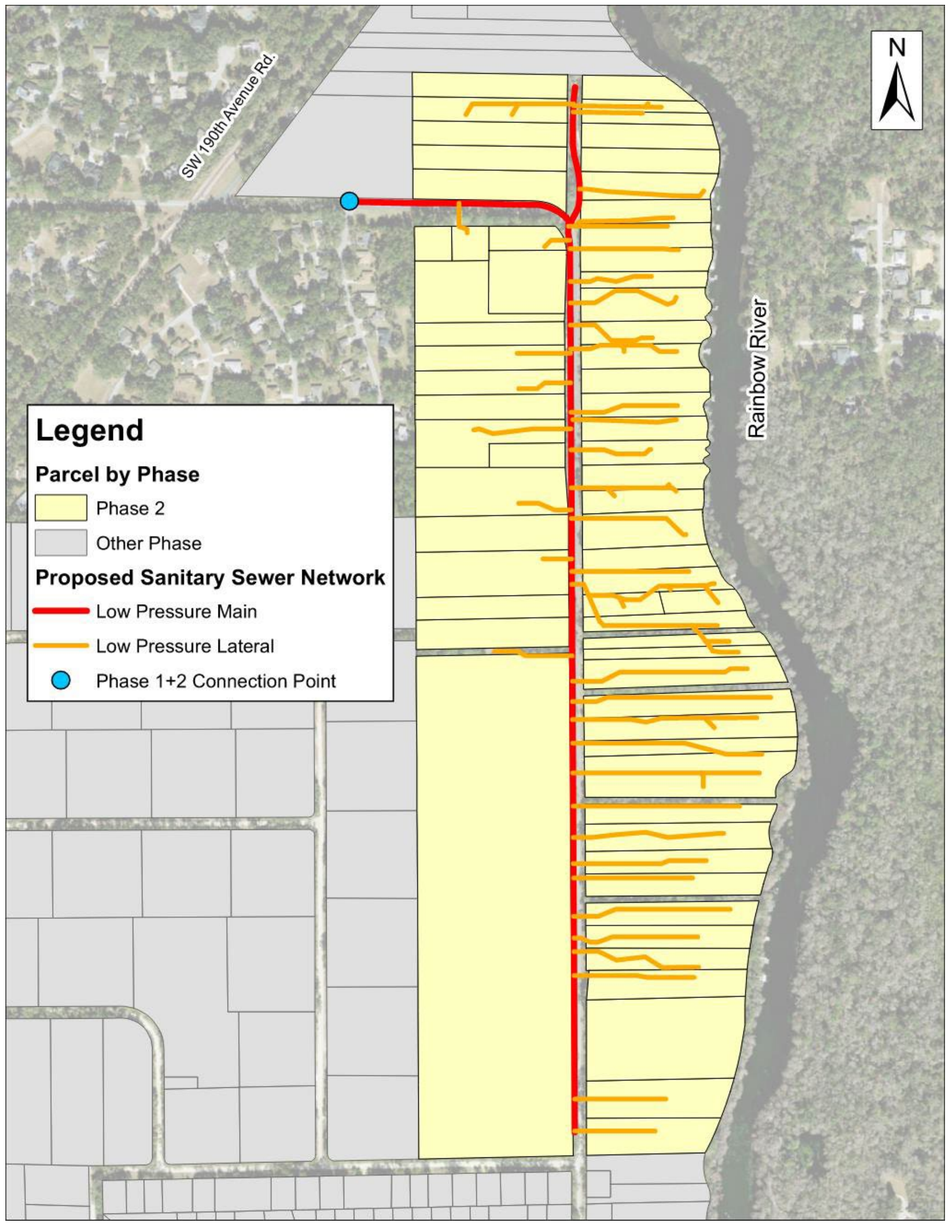
# Phase Summary – Phase 1

- Includes:
  - LP sewer serving 88 parcels
  - 81 grinder stations
  - 9 stub outs
  - Connecting to ex. MH RSMH-11-188



# Phase Summary – Phase 2

- Includes:
  - LP sewer serving 65 parcels
  - 48 grinder stations
  - 17 stub outs
  - Connecting to proposed Phase 1 LP main
    - ex. MH RSMH-11-188



# Septic to Sewer Program Schedule

| | Q3 2023 | Q4 2023 | Q1 2024 | Q2 2024 | Q3 2024 | Q4 2024 | Q1 2025 | Q2 2025 | Q3 2025 | Q4 2025 | Q1 2026 | Q2 2026 | Q3 2026 | Q4 2026 | Q1 2027 | Q2 2027 | Q3 2027 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Preliminary Engineeri | | | | | | | | | | | | | | | | | |
| Final Design | | | | | | | | | | | | | | | | | |
| Easements | | | | | | | | | | | | | | | | | |
| Bid and Award (Phase I &2) | | | | | | | | | | | | | | | | | |
| Construction (Phase I&2) | | | | | | | | | | | | | | | | | |

Preliminary Design

Final Design

Bid & Award

Easement Acquisitions

Final Completion-Phase I
(18-month construction phase)

# Utility Easements

1. **For those properties from whom we need a MainLine easement, access to install and maintain the grinder station and abandon the septic tank.**

    a. Purchase and Sale Agreement

    b. Permanent Utility Easement

    c. Temporary Access Agreement

2. **For those properties from whom we only need access to install and maintain the grinder station and abandon the septic tank (no Mainline easement required).**

    a. Permanent Utility Easement (strike Exhibit A paragraph; easement will only be for Exhibit B).

    b. Temporary Access Agreement

# Purchase and Sale Agreement

**FGUA Operations Office**

Accenture
9400 Southpark Center Loop, Suite
400, Orlando, FL 32819

(877) 552-3482 Toll Free
(407) 629-6900 Tel

September 30, 2025

PROJECT: Rio Vista Septic to Sewer Project
PARCEL NO: 33177-001-00

RAINBOW SPRINGS POA INC
8601 SW 190TH AVENUE RD
DUNNELLON FL 34432

Re: Rio Vista Septic to Sewer Project Easement

8601 SW 190TH AVENUE RD DUNNELLON FL 34432 (Property Appraiser ID: 33177-001-00)

Dear Rainbow Springs POA INC:

The FGUA is excited to announce the next step in our Rio Vista Septic to Sewer project. This project, with the ultimate goal of providing a public sewer system and eliminating over 330 septic tanks, is an important step in continued efforts to improve the Rainbow River basin. As you know from our Community Meetings, the FGUA has received almost $11 million in state funding to improve this precious resource.

The design of the project is nearly complete, and the next step is acquiring easements to construct the main sewer trunk line. Your property is part of Phase 1 and will be served by a low-pressure sewer system (LPSS). In order to construct this system, the FGUA needs to acquire an easement on your property. Attached to this letter is an aerial view of your property that shows the approximate location of the required easement. The FGUA is willing to purchase a non-exclusive easement for the amount of **ten thousand, one hundred sixty-four dollars ($10,164.00).** This cost is based on the amount of $2 per square foot, which is based on the typical property costs in the area.

In addition to the main sewer trunk line easement, an additional easement is needed for installation and maintenance of the on-site facilities, consisting of a grinder station and discharge line, that will exclusively serve your property. Because these facilities will only serve and benefit your property, the FGUA cannot offer compensation for this easement. Additionally, the electrical power to operate these on-site facilities will be the obligation of you as the property owner. It is anticipated that this easement will span five feet on either side of the facilities once installed. The FGUA will work with each property owner to determine the best location for these facilities.

Attached please find a proposed purchase and sale agreement for your review and consideration. If you would like to proceed with the proposed purchase and sale of the non-exclusive easement, please complete the following steps:

A. Sign and notarize the attached "Purchase and Sale Agreement of a Non-Exclusive Easement." This Purchase and Sale Agreement must be signed by the legal property owner.
B. Return the signed and notarized Purchase and Sale Agreement in the enclosed stamped return envelope.

Upon receipt of the signed and notarized Purchase and Sale Agreement, the FGUA will make arrangements to provide you the check and subsequently have you sign and notarize the Permanent Utility Easement.

We encourage you to thoroughly review the attached documents and consult your attorney if necessary. We will be holding another informational meeting on Thursday November 6th from 5:00 pm to 7:00 pm at **Dunnellon City Hall, 20750 River Drive Dunnellon,**

**FGUA Board of Directors**
TAMARA RICHARDSON, P.E., Chair, Polk County / PAM KEYES, P.E., Vice Chair, Lee County / SHANE PARKER, P.E., Vice Chair, Hendry County /
KEN CHEEK, P.E., Citrus County / HEIDI PETITO, Flagler County /Josh Kramer, Marion County

# Purchase and Sale Agreement

**FL 34431** to answer questions. We will also have a Notary available if you wish to complete the Purchase and Sale Agreement at that time.

In the meantime, if you have any questions, please feel free to contact the FGUA's Capital Project Manager, Mr. Mike Whitfield (mike.whitfield@fgua.com) or me at john.carlson@fgua.com. Or you may call either of us at (407) 629-6900.

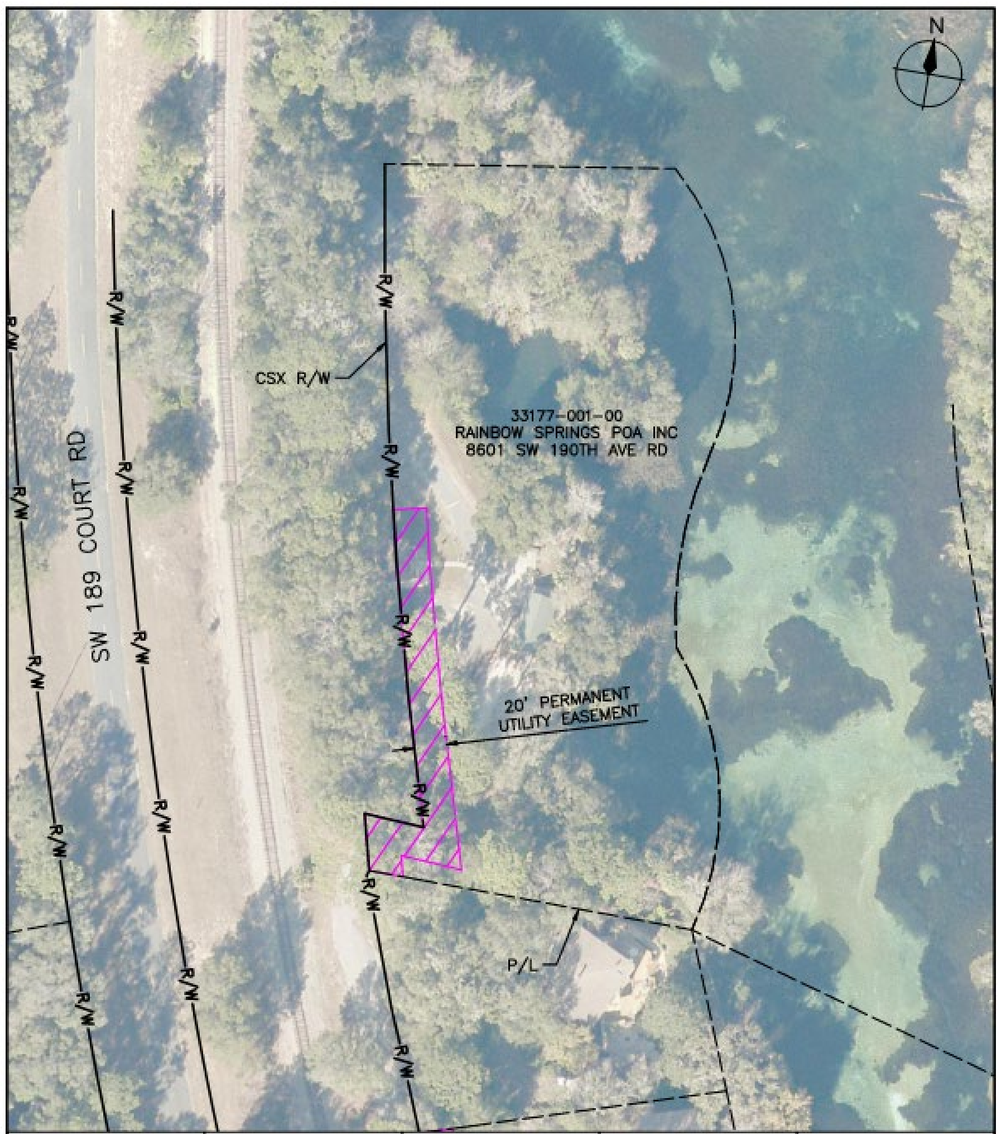
Sincerely,

John Carlson, P.E.
Capital Program Manager

Enclosures:
Purchase and Sale Agreement of a Non-Exclusive Easement
Permanent Utility Easement

c: Scott Towler, FGUA System Manager
Will Fontaine, FGUA Utility Manager

# Purchase and Sale Agreement




| MAP ID | ADDRESS | PARCEL NO. | TOTAL PARCEL AREA | EASEMENT ACQUISITION AREA |
|---|---|---|---|---|
| 1 | 8601 SW 190TH AVE RD | 33177-001-00 | 1.82 ACRE | 5370 SF |

WADE TRIM fgua

PROJECT:
RAINBOW RIVER - RIO VISTA
SEPTIC TO SEWER

SCALE: 1" = 80'

© Wade Trim Group, Inc.

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# Purchase and Sale Agreement

**FGUA Operations Office**
Accenture
9400 Southpark Center Loop, Suite 400, Orlando, FL 32819
(877) 552-3482 Toll Free
(407) 629-6900 Tel

Parcel Id. No. 33177-001-00 (Marion County)

**PURCHASE AND SALE AGREEMENT OF NON-EXCLUSIVE EASEMENT**

**THIS PURCHASE AND SALE AGREEMENT OF NON-EXCLUSIVE EASEMENT** ("Agreement") is made and entered into as of the date on which the final signature of the parties is affixed hereto ("Effective Date") by and between RAINBOW SPRINGS POA INC., whose mailing address is 8601 SW 190TH AVENUE RD DUNNELLON, FL 34432 ("Seller") and **Florida Governmental Utility Authority**, a public body and legal entity created by interlocal agreement pursuant to section 163.01(7)(g), Florida Statutes, whose mailing address 9400 SOUTHPARK CENTER LOOP, SUITE 400, ORLANDO, FL 32819 ("Buyer").

For and in consideration of the purchase price and the mutual covenants and conditions contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**I. Easement Interest:**

**(a)** Seller shall grant to Buyer and Buyer shall purchase from Seller a utility easement, in substantially the form attached hereto as Attachment "A" (the "Easement Agreement"), over, across, on, through, and under Seller's property described in Exhibit "A" to the Easement Agreement.

**(b)** Additionally, Seller will donate to Buyer and Buyer shall accept from Seller an additional utility easement, in substantially the form of the attached Easement Agreement, over, across, on, through, and under Seller's property described in Exhibit "B" to the Easement Agreement. This easement will be used to maintain, at Buyer's cost, the sewer facilities serving Seller's property, from the structure on Seller's property to the connection with the FGUA main sewer line and any associated equipment including grinder pump stations, electrical panels and lines and other equipment. The Seller will be responsible for the provision and funding of electrical service for the sewer facilities within this easement.

**(c)** Collectively, the areas described in Exhibits "A" and "B" to the Easement Agreement shall be referred to as the "Property."

**FGUA Board of Directors**
PAM KEYES, P.E., Vice Chair, Lee County / KEN CHEEK, P.E., Citrus County / SHANE PARKER, P.E., Vice Chair, Hendry County / TAMARA RICHARDSON, P.E., Chair, Polk County / ADOLFO GONZALEZ, P.E., Pasco County /JOSHUA KRAMER, P.E., Marion County/ HEIDI PETITO, Flagler County

# Purchase and Sale Agreement

II. **Purchase Price:** The purchase price for easement described in Exhibit "A" to the Easement Agreement is $10,164.00 ("Purchase Price") which will be paid by the Buyer to the Seller at closing. Because the easement described in Exhibit "B" to the Easement Agreement is for the exclusive benefit of Seller so that Buyer can provide central utility services to Seller, there shall be no compensation owed to Seller therefor.

III. **Conditions and Limitations**

**(a)** Buyer is responsible for any transfer taxes that may be due and the for the cost of recording the easement.

**(b)** Seller shall maintain the Property described in **Section I** of this Agreement until the day of closing. The Property shall be maintained in the same condition existing on the date of this Agreement, except for reasonable wear and tear. Seller shall not erect any structure within the non-exclusive easement area.

**(c)** Seller agrees that the Property shall be conveyed to Buyer by conveyance instruments acceptable to Buyer.

**(d)** Seller and Buyer agree that this Agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.

**(e)** Seller and Buyer agree that a real estate closing pursuant to the terms of this Agreement shall be contingent on delivery by Seller of an executed Public Disclosure Affidavit in accordance with Section 286.23, Florida Statutes, if required under said statute. If Seller is required to deliver a Public Disclosure Affidavit pursuant to this **Section III(g)**, a closing shall not be conducted prior to 30 days from the Effective Date to allow public review of the transaction.

IV. **Closing Date**

The closing will occur no later than 60 days after the Effective Date hereof ("Closing Date"), unless extended by agreement of the parties in writing. Buyer agrees that the FGUA System Manager is hereby delegated all necessary authority to act on its behalf for the purpose of negotiating and effecting an extension of the Closing Date.

VI. **Seller and Buyer hereby acknowledge and agree** that their signatures as Seller and Buyer below constitute their acceptance of this Agreement as a binding real estate contract.

***[Signatures on following pages]***

# Purchase and Sale Agreement

**Seller**

_____

Print Name: RAINBOW SPRINGS POA INC.

_____

Date signed by Seller

STATE OF _____)
)
COUNTY OF _____)

SWORN TO and subscribed before me ___ in person or ____ remote notarization, this __ _____ day of _____, ___, by _____. Such persons (Notary Public must check applicable box):

[ ] is personally known to me.
[ ] produced a current driver license.
[ ] produced _____ as identification.

(NOTARY PUBLIC SEAL)

_____

Notary Public

_____

(Printed, Typed or Stamped Name of Notary Public)

Commission No.:_____

My Commission Expires:_____

# Easement Agreement

**ATTACHMENT A**

**EASEMENT AGREEMENT**

# Easement Agreement

**PERMANENT UTILITY EASEMENT**

**THIS NON-EXCLUSIVE EASEMENT** made this _____ day of _____, 2025, by and between RAINBOW SPRINGS POA INC., whose address is 8601 SW 190TH AVENUE RD DUNNELLON, FL 34432, hereinafter called "**Grantor**," and **Florida Governmental Utility Authority,** a public body and legal entity created by interlocal agreement pursuant to section 163.01(7)(g), Florida Statutes, with a mailing address of 8601 SW 190TH AVENUE RD DUNNELLON FL 34432, its successors and assigns, hereinafter called "**Grantee**";

**WITNESSETH:**

That Grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, by these presents does hereby convey, give, grant, bargain and release to the Grantee, a perpetual, non-exclusive easement and privilege to enter upon, ingress and egress, and to construct, install, relocate, replace, upgrade, operate, repair, and maintain utility facilities in, upon, over, under, and through the following described land in Marion County, Florida, described as follows:

SEE EXHIBIT "A"

Furthermore, for and in consideration of the sum of $10.00 and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, by these presents does hereby convey, give, grant, bargain and release to the Grantee an additional, perpetual, non-exclusive and privilege to enter upon, ingress and egress, and to construct, install, relocate, replace, upgrade, operate, repair, and maintain utility facilities in, upon, over, under, and through the following described land in Marion County, Florida, described as follows:

SEE EXHIBIT "B"

Grantee does hereby covenant, warrant, and acknowledge that Grantee shall be solely responsible for the repair or restoration of any landscape or hardscape located within the Easement areas that may be damaged by the FGUA during FGUA's reasonable exercise of its right to construct, install, relocate, replace, upgrade, operate, repair, and maintain utility facilities within the Easement.

Grantor does hereby covenant that it will not obstruct the Easements by constructing or installing any of the following without approval of Grantee, which approval Grantee shall not unreasonably withhold, but Grantee may condition approval on the agreement of

# Easement Agreement

Grantor to repair or restore the installation(s) if it is damaged during FGUA's exercise of its rights and performance of its duties hereunder:

1. Landscaping, including trees and shrubs;
2. Irrigation systems;
3. Buildings;
4. Ponds, including stormwater ponds, borrow pits, wells and underground storage tanks;
5. Fencing which blocks FGUA's access to the Easements.

Grantor hereby further warrants to the Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the Easements.

Grantor reserves the right to grant non-exclusive easements or licenses to others over, across, on, through and under the Easements, provided that the rights to be granted do not conflict with FGUA's rights hereunder.

Grantor and Grantee are used for singular or plural, as the context requires.

***(Signatures on following page)***

# Easement Agreement

**IN WITNESS WHEREOF,** Grantor has caused these presents to be executed in its name by its proper officers hereunto duly authorized, on the day, month and year first above written.

Signed, sealed and delivered
in the presence of:

Sign:_____
Witness 1
Print:_____
Address: _____
_____

Sign:_____
Witness 2
Print:_____
Address: _____
_____

**RAINBOW SPRINGS POA INC.**

By:_____

Date: _____

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed [ ] in person or [ ] remote notarization, this _____ day of _____, 202____, by _____, on behalf of _____who is [__] personally known to me, or who has [__] produced _____ as identification.

_____
Notary Public

[PLACE NOTARIAL SEAL]

# Easement Agreement

**FLORIDA GOVERNMENTAL UTILITY AUTHORITY**

By:_____
Scott Towler, System Manager
Date: _____

Sign:_____
Witness 1
Print:_____
Address: _____
_____

Sign:_____
Witness 2
Print:_____
Address: _____
_____

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed [ ] in person or [ ] remote notarization, this _____ day of _____, 202____, by _____, on behalf of _____who is [__] personally known to me, or who has [__] produced _____ as identification.

_____
Notary Public

[PLACE NOTARIAL SEAL]

# Easement Agreement

**EXHIBIT "A"**

**INSERT LEGAL DESCRIPTION OF EASEMENT AREA**

# Easement Agreement

EXHIBIT "A"

DESCRIPTION (BY THIS SURVEYOR):

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 18 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 18 EAST, MARION COUNTY, FLORIDA; THENCE NORTH 87°33'44" WEST, A DISTANCE OF 183.75 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12 TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 87°33'44" WEST, A DISTANCE OF 21.46 FEET ALONG SAID SOUTH LINE TO THE EASTERLY RIGHT OF WAY LINE OF THE ATLANTIC COAST LINE RAILROAD, AS SHOWN ON THE ATLANTIC COAST LINE RAILROAD RIGHT OF WAY AND TRACK MAP, V00780, AND A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2,804.93 FEET, A CENTRAL ANGLE OF 00°42'54" AND A CHORD BEARING OF NORTH 18°21'50" WEST; THENCE DEPARTING SAID SOUTH LINE, FROM A TANGENT BEARING OF NORTH 18°43'17" WEST, NORTHERLY 35.00 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE TO THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1524, PAGE 589, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG SAID WEST LINE: NORTH 71°59'37" EAST, A DISTANCE OF 36.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2,768.93 FEET, A CENTRAL ANGLE OF 03°43'26" AND A CHORD BEARING OF NORTH 16°08'40" WEST; THENCE FROM A TANGENT BEARING OF NORTH 18°00'23" WEST, NORTHERLY 179.96 FEET ALONG THE ARC OF SAID CURVE; THENCE DEPARTING SAID WEST LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES; NORTH 75°43'03" EAST, A DISTANCE OF 20.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2,748.93 FEET, A CENTRAL ANGLE OF 04°08'27" AND A CHORD BEARING OF SOUTH 16°21'11" EAST; THENCE FROM A TANGENT BEARING SOUTH 14°16'57" EAST, SOUTHERLY 198.66 FEET ALONG THE ARC OF SAID CURVE; THENCE SOUTH 71°59'37" WEST, A DISTANCE OF 36.00 FEET; THENCE SOUTH 18°38'58" EAST, A DISTANCE OF 22.50 FEET TO THE AFOREMENTIONED SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 12 AND THE POINT OF BEGINNING.

CONTAINING 5,082 SQUARE FEET, MORE OR LESS.

SURVEYOR'S REPORT:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 18 EAST, BEING NORTH 87°33'44" WEST. BEARINGS SHOWN HEREON ARE ASSUMED UNLESS OTHERWISE NOTED

2. I HEREBY CERTIFY THAT THE "SKETCH OF DESCRIPTION" OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING CHAPTER 5J-17 REQUIREMENTS OF FLORIDA ADMINISTRATIVE CODE.

**SKETCH & DESCRIPTION**

FOR

RAINBOW SPRINGS POA INC

WADE TRIM, INC.

DATE: MAY 15, 2025 GR

JOB NUMBER: 69651

SCALE: 1" = 60'

CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE REQUIRES THAT A LEGAL DESCRIPTION DRAWING BEAR THE NOTATION THAT

THIS IS NOT A SURVEY.

REVISED 7/10/25 AA

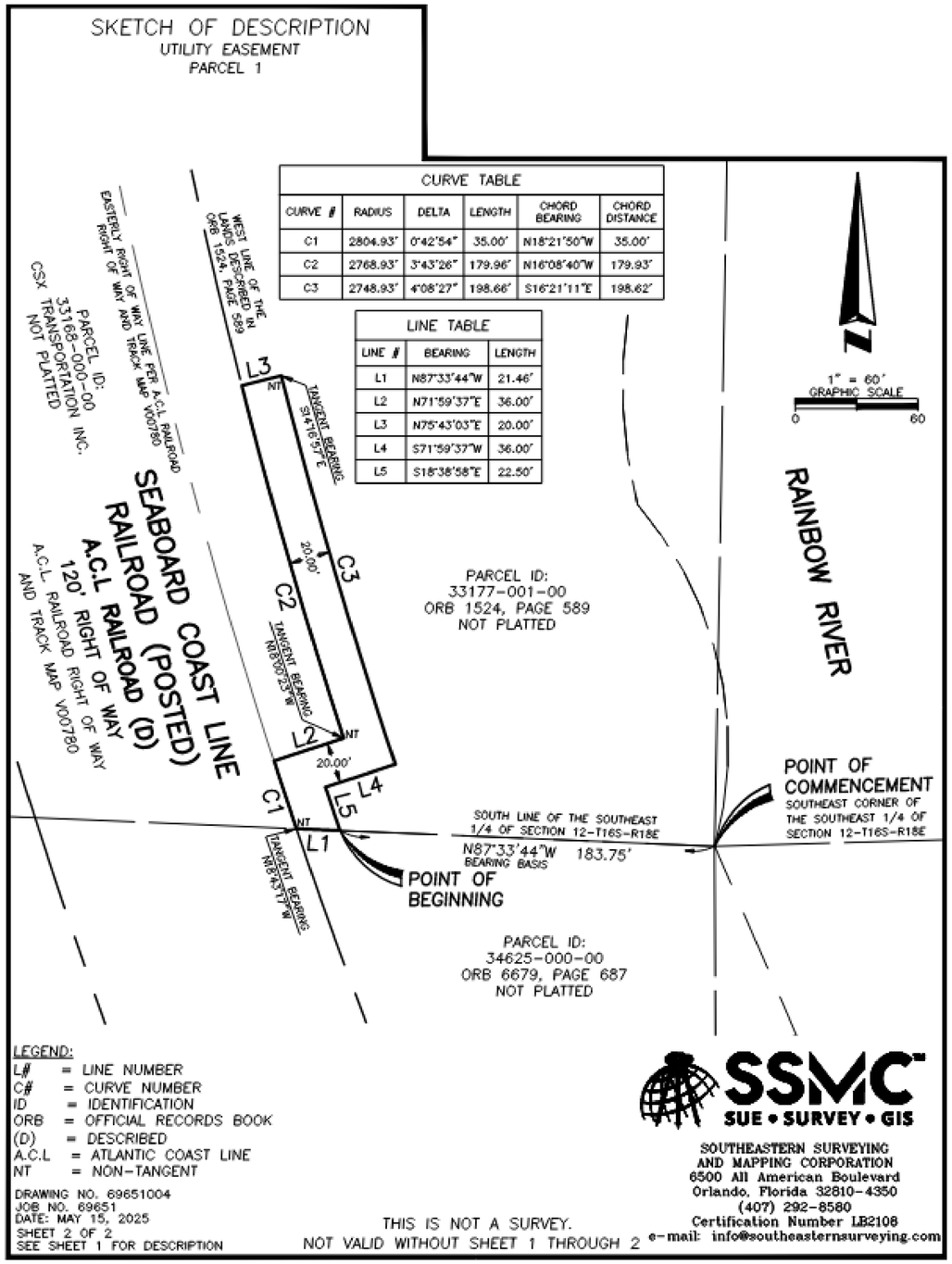
SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH

CERTIFICATION NUMBER LB2108 69651004

SSMC
SUE • SURVEY • GIS
SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580
e-mail: info@southeasternsurveying.com

EDWIN MUNOZ JR., PSM
Registered Land Surveyor Number 7288

# Easement Agreement



# Easement Agreement

**EXHIBIT "B"**

A 10.00-foot easement lying 5.00 feet on each side of Grantee's wastewater facilities consisting solely of a sanitary sewer grinder station, electrical panel, and associated discharge piping installed in, upon, over, under, and through the following described land in Marion County, Florida:

Beginning at the SE corner of Section 12, Township 16 South, Range 18 East, Marion County, Florida, thence running N 87 degrees 23'05"W. along the South boundary of said Section 12 a distance of 201.64 feet to the Easterly right of way line of the Seaboard Coastline Railroad, said right of way being on a curve concaved Northerly and having a radius of 2804.93 feet, thence Northerly along said right of way through a central angle of 03 degrees 01'54" a distance of 148.42 feet, thence departing said right of way N 75 degrees 05'55"E. a distance of 163.93 feet to the water's edge of Rainbow Springs River, thence Southerly along said water's edge to a point of intersection with the southern boundary of the SW 1/4 of the SW 1/4 of Section 7, Township 16 South, Range 19 East, thence S 88 degrees 35'32" W. along said southern boundary a distance of 11.00 feet to the Point of Beginning.

# Rio Vista Septic to Sewer Project Updates

# QUESTIONS OR COMMENTS

If you have questions or comments,

please email

Mike Whitfield
mike.whitfield@fgua.com

John Carlson, P.E., Capital Program Manager
john.carlson@fgua.com