

**AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, OCTOBER 24, 2022 5:30 PM**

1. CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. PROCLAMATIONS:

A. NONE

3. PRESENTATIONS:

A. NONE

4. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Issues brought up will not be discussed in detail at this meeting. Issues will either be referred to the proper staff or will be scheduled for consideration at a future City Commission Meeting. Comments are limited to three minutes.

5. CONSENT AGENDA:

Routine items are placed on the Consent Agenda to expedite the meeting. If the Commission/Staff wish to discuss any item, the procedure is as follows: (1) pull the item(s) from the Consent Agenda; (2) vote on remaining items with one roll call vote, (3) discuss each pulled item and vote by roll call

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held October 10, 2022

B. PURCHASING ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida

authorizing the Mayor and City Clerk to execute an Agreement with Wharton-Smith, Inc.; and providing an effective date.

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 71, a subdivision of the City of Leesburg, Florida, being a portion of Section 8, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 71)**
- 2. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 72, a subdivision of the City of Leesburg, Florida, being a portion of Sections 8 and 9, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 72)**
- 3. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Lease Renewal Agreement, between the City of Leesburg and Orlando Financial Corporation; and providing an effective date.**
- 4. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Lease Agreement with Curry Aviation, LLC, for vacant land, located north of Veterans Road and east of Taxiway Kilo; and providing an effective date.**
- 5. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Task Order with GAI Consultants, Inc., for professional design services for the development of vacant land, located north of Veterans Road and east of Taxiway Kilo; and providing an effective date.**
- 6. Resolution of the City Commission of the City of Leesburg, Florida accepting a Utility Easement to the City of Leesburg from Brandon Lee Smart, for the purpose of granting the City an Easement over the property described therein, together with the Joinder and Consent to Utility Easement from Northpointe Bank joining and consenting to the Utility Easement; and providing an effective date.**
- 7. Resolution of the City Commission of the City of Leesburg, Florida**

authorizing the Leesburg Police Department to apply for and, if awarded, accept an Edward Byrne FY 2021 County Wide Grant from the Florida Department of Law Enforcement (FDLE) to supplement costs associated with the purchase of department equipment; and providing an effective date.

8. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Civic Organization Funding Agreement for Fiscal Year 2022-23 with Leesburg Cemeteries, Inc.; and providing an effective date.
9. Resolution of the City Commission of the City of Leesburg, Florida, accepting a right-of-way deed for the streets in Bradford Ridge and maintenance obligations associated therewith; and providing an effective date.
10. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement between the City of Leesburg and Lake Economic Area Development Corporation (LEAD), a registered Florida Not-For-Profit Corporation; and providing an effective date.
11. Resolution of the City Commission of the City of Leesburg, Florida approving a special transfer in Fiscal Year 22-23 from the Solid Waste fund in the amount of \$500,000 for various Capital Projects; and providing an effective date.
12. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement among the City of Leesburg, Florida, and Burgland Investments, LLC, and D.R. Horton, Inc., for provision of natural gas to the subdivision known as "Heritage - The Cottages of Sanders Grove"; and providing an effective date.

6. **PUBLIC HEARINGS AND NON-ROUTINE ITEMS:
COMPREHENSIVE PLAN INFORMATION SIGN-UP SHEET (YELLOW)
AVAILABLE**

A. **SECOND READING OF ORDINANCES**

1. An Ordinance of the City of Leesburg, Florida annexing certain real property consisting of approximately 9.74 +/- acres; and being generally located east of Sleepy Hollow Road and north of Sunnyside Drive, lying in Section 29, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate

share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 1; and providing an effective date. (Frazier's Sleepy Hollow)

2. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map designation of certain property containing 9.74 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential, for a property generally located east of Sleepy Hollow Road and north of Sunnyside Drive as legally described in Section 29, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Frazier's Sleepy Hollow SSCP)**
3. **An Ordinance of the City of Leesburg, Florida changing the zoning on approximately 9.74 +/- acres from Lake County R-1 (Rural Residential) to City of Leesburg SPUD (Small Planned Unit Development) to allow a single-family residential development for a property generally located east of Sleepy Hollow Road and north of Sunnyside Drive, as legally described in Section 29, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Frazier's Sleepy Hollow SPUD)**
4. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 49 +/- acres; and being generally located west of County Road 44 and north and south of Seng Road, lying in Section 16, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date (Swan Capital).**
5. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 49 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential, for a property generally located west of County Road 44 and north and south of Seng Road, lying in Section 16, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Swan Capital)**
6. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 49 +/- acres from Lake County R-1 (Rural Residential) to City of Leesburg PUD (Planned Unit Development) to allow a single-family**

residential development for a property generally located west of County Road 44 and north and south of Seng Road, lying in Section 16, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Swan Capital PUD)

B. FIRST READING OF ORDINANCES

- 1. NONE**

C. NON-ROUTINE ITEMS

- 1. Flouride application in the City's Public Water Supply**
- 2. Discussion Item - Commission Meeting that falls on an Observed Holiday in 2023**

7. INFORMATIONAL REPORTS:

The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.

- A. NONE**

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

- A. Bulk Cost of Power Adjustment Update**

10. ROLL CALL:

11. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they 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 of Leesburg does not provide this verbatim record.

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET, LEESBURG, FL
MONDAY, OCTOBER 10, 2022 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, October 10, 2022, at Leesburg City Hall. Mayor Pederson called the meeting to order at 5:30 p.m. with the following members present:

Commissioner Jimmy Burry
Commissioner John Christian
Commissioner Jay Connell
Commissioner Dan Robuck
Mayor Mike Pederson

Also present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Grant Watson, the news media, and others.

INVOCATION

Commissioner Christian gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. PROCLAMATIONS:

A. White Cane Safety Day 2022

Mayor Pederson proclaimed October 15th as White Cane Safety Day in the City of Leesburg. He encouraged all citizens of this great city to be cognizant of the white cane law. He asked everyone to be aware that people with disabilities have a lot to offer with their energy, creativity, and hard work. Together we can greatly strengthen our city and our economy and recognize that the white cane is an instrument of safety and independence for persons who are blind and visually impaired.

Captain Mack, of Leesburg Police Department, stated he is the chair of the board for the New Vision for Independence. It is a non-profit organization in Lake County. They work with folks who are visually impaired in Lake, Sumter, and Marion counties. They are one of the smallest agencies of their style in the state. He has been involved with this organization for several years. During the covid years, the men and women that work at New Vision Independence went above and beyond. They made sure they were able to get the services out to the folks who needed them. He is very proud of them. This year, one of the local Chambers of Commerce recognized them as the non-profit of the year. So, on behalf of the organization,

he thanked the mayor and commission for the proclamation. He mentioned that this Wednesday at ten o'clock at the Leesburg Library there would be an event for White Cane Safety Day. There is information regarding this on their website, newvisionfl.org. They also have a Facebook page where you can signup for updates. **Mayor Pederson** thanked him for everything he did. It is a great organization. He knew he was on the board, but he did not know he was the chair of the board.

3. PRESENTATIONS:

A. None

4. PUBLIC COMMENTS:

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There were none.

5. CONSENT AGENDA:

Routine items are placed on the Consent Agenda to expedite the meeting. If the Commission/Staff wish to discuss any item, the procedure is as follows: (1) pull the item(s) from the Consent Agenda; (2) vote on remaining items with one roll call vote, (3) discuss each pulled item and vote by roll call

No items were pulled for discussion.

Commissioner Christian moved to adopt the Consent Agenda and Commissioner Robuck seconded the motion.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Burry	Yes
Commissioner Robuck	Yes
Commissioner Connell	Yes
Mayor Pederson	Yes

Five yeas, no nays, the Commission adopted the Consent Agenda, as follows:
(Each item has its coordinated resolution number listed below the header)

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held September 26, 2022

B. PURCHASING ITEMS:

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Second Amendment to an existing Agreement for park, neighborhood, wayfinding, and other signage with Sign Design of Florida, Inc. d/b/a Mid-Florida Signs & Graphics; and providing an effective date.**

ADOPTED RESOLUTION 11,190

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement for the Delivery and Use of Reclaimed Water between Southeast Wildwood Water Conservation Authority, LLC and the City of Leesburg; and providing an effective date.**

ADOPTED RESOLUTION 11,191

2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an amendment to the Development Agreement for the Provision of Public Facilities between The Villages Land Company, LLC and the City of Leesburg; and providing an effective date.**

ADOPTED RESOLUTION 11,192

3. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from DRJ Land Company, LLC, for the purpose of granting the City an Easement over the property described therein, together with the Joinder and Consent to Utility Easement from Truist Bank joining and consenting to the Utility Easement; and providing an effective date.**

ADOPTED RESOLUTION 11,193

4. **Resolution of the City Commission of the City of Leesburg, Florida authorizing paygrade changes to the Police Emergency Services Dispatch division; and providing an effective date.**

ADOPTED RESOLUTION 11,194

5. **Resolution of the City Commission of the City of Leesburg, Florida authorizing a position modification within the Geographic Information Systems (GIS) division;**

and providing an effective date.

ADOPTED RESOLUTION 11,195

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS: COMPREHENSIVE PLAN INFORMATION SIGN-UP SHEET (YELLOW) AVAILABLE

A. SECOND READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 7.93 +/- acres, and being generally located east of County Road 468 and north of Griffin Road, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 2; and providing an effective date. (Lake Co Holdings)**

ADOPTED ORDINANCE 22-48

Mayor Pederson mentioned that this item involves a quasi-judicial hearing. They would read items one, two, and three at one time. They would discuss them together and vote on each item individually. He asked the city attorney to swear everybody in. **CA Grant** asked if anyone in the audience, including city staff, planned to present testimony or evidence on any of the public hearing items to stand and he swore them in.

Commissioner Robuck asked that all three ordinances be introduced and read by title only. CC Purvis read all three ordinances by title only.

Mayor Pederson declared this a public meeting to discuss all three items together. He requested comments from the Commission and the audience.

PZD Miller stated this development is seven point nine three of undeveloped acres. It is located east of CR 468 and north of Griffin Road. This is the second reading. The current zoning is Lake County R-7, which is mixed residential. It is planned for commercial, which is CP. The request is for a small planned unit development. A summary of the PUD includes the permitted uses of offices, daycare, retail, personal services, mini-warehouse, and RV boat storage. There would be no businesses permitted to run out of the mini-storage units. There are design standards for construction and a dark sky lighting requirement. There is a buffer to the north for the RV boat storage and mini-warehouse along with a six-foot privacy fence. There are extensive areas of water retention and wetlands. Greg Bellieavu is here representing the property. **Commissioner Christian** questioned the ice machines because that would be a deal breaker. **PZD Miller** replied that the ice machine was not on the approved PUD list. **Mayor Pederson** asked Mr. Bellieavu if he had any comments.

Greg Bellicavu of LPG stated that after the first reading, they jettisoned the ice machine. It is now in the landfill. There were two other comments he wanted to add regarding the two abutting property owners, because they wanted them to increase the buffers. They increased the buffers from twenty to twenty-five feet along the north property line. The city staff also wanted them to increase the buffers on Griffin Road from fifteen to twenty feet, so they did too. They made both those adjustments. **Commissioner Burry** said he had one issue. The electric department indicated there were some poles that may need to be moved. He asked if he was aware of that. **Mr. Bellicavu** replied yes.

Commissioner Christian made a motion to adopt the ordinance and Commissioner Burry seconded the motion.

The roll call vote was:

Commissioner Burry	Yes
Commissioner Robuck	Yes
Commissioner Connell	Yes
Commissioner Christian	Yes
Mayor Pederson	Yes

Five yeas, no nays, the Commission adopted the ordinance.

2. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 7.93 +/- acres from Lake County Urban High Density to City of Leesburg General Commercial, for a property generally located east of County Road 468 and north of Griffin Road, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lake Co Holdings)**

ADOPTED ORDINANCE 22-49

Commissioner Christian made a motion to adopt the ordinance and Commissioner Burry seconded the motion.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Connell	Yes
Commissioner Christian	Yes
Commissioner Burry	Yes
Mayor Pederson	Yes

Five yeas, no nays, the Commission adopted the ordinance.

3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 7.93 +/- acres from Lake County R-7 (Mixed Residential District) and Lake County CP (Planned Commercial District) to City of Leesburg SPUD (Small Planned Unit Development) to allow for mixed use development for a property generally located east of County Road 468 and north of Griffin Road, as legally described in Section 21, Township 19**

South, Range 24 East, Lake County, Florida; and providing an effective date. (Lake Co Holdings)

ADOPTED ORDINANCE 22-50

Commissioner Christian made a motion to adopt the ordinance and Commissioner Burry seconded the motion.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Christian	Yes
Commissioner Burry	Yes
Commissioner Robuck	Yes
Mayor Pederson	Yes

Five yeas, no nays, the Commission adopted the ordinance.

Commissioner Christian thanked Mr. Bellieavu and the property owner for consideration of the comments, especially about the ice machine. With CR 468, something nice going in would be good. He thanked them for taking that out. There may be some financial implications, but he is thankful they listened to the commission.

4. **An Ordinance of the City of Leesburg, Florida; Amending Part II, Chapter 5 of the Municipal Code, Amending Section 5-2 as to the zoning areas where alcoholic sales are permitted and Section 5-6 as to the areas exempt from open container prohibitions, Amending Section 5-16 as to the zoning for Medical Marijuana Dispensaries, Amending Part II Chapter 12 of the Municipal Code, Amending Section 12-19 adding an Exemption, Amending Part II, Chapter 14 of the Municipal Code, Amending Section 14-71 adding an Exemption, Amending Part II Chapter 15 of the Municipal Code, Amending Section 15-5, adding an Exemption and Amending Section 15-8 adding an Exemption, Amending Part II, Chapter 18 of the Municipal Code, Amending Section 18-3, adding an Exemption and Amending Section 18-7 Exempting the Operation of Golf Carts and Utility Vehicles from certain provision, Amending Part II, Chapter 25 of the Municipal Code, Amending Section 25-121, adding an Exemption, Amending Section 25-288, adding an Exemption, Amending Section 25-292, adding an Exemption, and Amending Section 25-362, adding an Exemption, Amending Part II, Chapter 26 of the Municipal Code, Amending Section 26-3 as to the Exceptions to Special Event Permit requirements, repealing conflicting ordinances; and providing an effective date. (VOWL code amendment)**

ADOPTED ORDINANCE 22-54

Commissioner Robuck introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only.

Commissioner Burry made a motion to adopt the ordinance and Commissioner Robuck seconded the motion.

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Christian questioned the nuisance part of the ordinance. It talks about citizens' complaints in terms of public nuisance. If there were more than four occasions within a six-month period where you were subjected to a citizens' complaint regarding excessive noise, does that only apply to citizens' complaints? What would happen if the police drove by or pulled up and said you were being too loud? Would that be considered a citizens' complaint? Would that count as one of the four offenses? **CM Minner** answered there was probably a little ambiguity in that. As long as it was monitored and we were able to track the four complaints, that is how we would handle that. **Commissioner Christian** stated he wanted to get this out in the open. So, when we start getting people complaining about who called, we make sure we keep that record.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Burry	Yes
Commissioner Robuck	Yes
Commissioner Connell	Yes
Mayor Pederson	Yes

Five yeas, no nays, the Commission adopted the ordinance.

5. **An Ordinance of the City of Leesburg, Florida, Vacating approximately 6,100.80 square feet of Walker Road unconstructed easement consisting of an area 203.36 feet long by 30.00 feet wide MOL lying north of Tuller Road, and Vacating approximately 4,723.05 square feet of Seng Road unconstructed easement consisting of 314.87 feet long by 15.00 feet wide MOL lying north of Tuller Road and Vacating approximately 6,480.60 square feet of Tuller Road unconstructed easement consisting of an area approximately 216.02 feet long by 30.00 feet wide MOL lying east of Seng Road, said property being generally located in an unconstructed portion of Silver Lake Estates Plat as recorded in Plat Book 10, Page 66; Section 9, Township 19 South, Range 25 East; Public Records of Lake County, Florida; and providing an effective date. (The Hills of Leesburg Residential Subdivision)**

ADOPTED ORDINANCE 22-55

Commissioner Connell introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only.

Commissioner Christian made a motion to adopt the ordinance and Commissioner Robuck seconded the motion.

Mayor Pederson requested comments from the Commission and the audience. There were none.

The roll call vote was:

Commissioner Burry	Yes
Commissioner Robuck	Yes

Commissioner Connell	Yes
Commissioner Christian	Yes
Mayor Pederson	Yes

Five yeas, no nays, the Commission adopted the ordinance.

6. **An Ordinance of the City of Leesburg, Florida, correcting a scrivener's error in Ordinance 22-17, by amending the language in Section D.1.f. from "7.5 feet" to "5 feet" for the side setback requirement, and amending the language in Section D.2.b. to read "'10 feet" instead of "15 feet" for building separation requirements, for a property consisting of approximately 41.69 acres, and being generally located west of County Road 44 and north of Seng Road, as legally described in Section 01, Township 19 South, Range 25 East, Lake County Florida; and providing an effective date. (Hills of Leesburg)**

ADOPTED ORDINANCE 22-56

Commissioner Burry introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only.

Commissioner Burry made a motion to adopt the ordinance and Commissioner Robuck seconded the motion.

Mayor Pederson requested comments from the Commission and the audience.

PZD Miller stated this was intended to correct a scriveners' error. It was shown in the minutes where the error was made but, unfortunately, in the scriveners error ordinance there was a scriveners error. He wanted to bring that to their attention. In the ordinance, it was accidentally typed backwards. It has the ten and fifteen backwards. He would like to make that correction and resubmit to the City Clerk before signing. **Mayor Pederson** wanted to verify that everything else was correct. **PZD Miller** said that everything else was correct. He would just like to have the scriveners' errors corrected in the ordinance. **Commissioner Burry** inquired if the PUD required the gutters per the discussion they had. **PZD Miller** replied it did and that was added per the discussions at the last meeting. He would double check everything and make sure it was all in there before signing. **Mayor Pederson** asked for any other comments. There were none.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Connell	Yes
Commissioner Christian	Yes
Commissioner Burry	Yes
Mayor Pederson	Yes

Five yeas, no nays, the Commission adopted the ordinance.

7. **An Ordinance of the City of Leesburg, Florida, amending the conditions of a PUD (Planned Unit Development) to revise the buffer requirements and allow for bungalows and cottage sites on a property generally located north**

of U.S. Highway 441 and east of Pemble Road, lying in Section 20, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Blue Gill Marina)

ADOPTED ORDINANCE 22-57

Commissioner Robuck introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only.

Commissioner Christian made a motion to adopt the ordinance and Commissioner Robuck seconded the motion.

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Connel asked if they could provide an outline of what this was going to be. Are there cottages and bungalows and what is the square footage going to be? Are they platted lots or will they be individually owned lots? Will these be under a property management company? **PZD Miller** answered that it would be managed by the owner. It is a large property with two hundred and fifty recreational RV camper sites. The change they are requesting is to allow what is known as "glamping". That is glamour camping. It could be anything from a tent, a yurt, even a TP. It is very creative. It would not be platted. The applicant would like to add a provision to potentially allow for a hotel. Essentially, this would be an RV park, a high-end RV park. Each unit would be associated with one parking space. People could bring their RVs and there would be a small structure adjacent to that where they could spend time outside of their RV. There would be different areas for camping. They could be fancy tents like a chuck wagon, or something like that. He noted that they are luxurious on the inside and if you like camping out at the Holiday Inn, this may be an alternative to consider. That is the market they are trying to reach. There are provisions for restaurants and some recreation. Ms. Tedro is here and she will be making a presentation tonight. She would be requesting a couple of minor updates to the PUD. They held a meeting with the adjacent neighbor, Brittany Estates, who gave their support on the buffer change from eighty-foot to thirty-foot with a four-foot berm and fence on top. They agreed to the increased height buffer to have the reduced distance buffer. There were some minor changes to the number of garbage receptacles and not having them scattered all over the development.

Commissioner Connell asked if there would ever be a chance of running into two hundred and fifty two different property owners out there. **PZD Miller** replied no. **Commissioner Connell** asked if each lot would have its own electric, water and wastewater subbelt. **PZD Miller** answered he believes there would just be water and electric. He was not sure about wastewater. He would let the applicant answer that question. He knew there would be restrooms every so many feet and there maybe restrooms in the units. **Commissioner Connell** asked about the fancy tents. Do those tents stay or do the renters bring their own? **PZD Miller** replied that it was his understanding that those would be staying there. A yurt is something used in Afghanistan. It is a round tent and they showed examples of those in the packet. There were photos included in the packet that showed the stagecoach too. People would be able to spend the night on the stagecoach just like in the old west.

CM Minner commented that with Commissioner Connell's issue with the sewers, he believes Ms. Tedro will address that in her comments. He believes the city and the petitioner are on the same page. The city's wastewater policy corresponds with FDEP. The FDEP does not recommend RV dumping into public wastewater facilities because there is a lack of control over what could potentially be dumped. That lack of control over what could be dumped into the city's system disrupts our ability to treat wastewater, so we frown upon those types of connections. The approval tonight is for the overall concept of the RV park. The RV park would have public restrooms. Potentially, the bungalows would have restrooms and kitchen setups with sinks and faucets. Those would be the typical restroom type things that would be in a mini-

house. Those things would be hooked up to the system. The RV lots themselves would not. If there are going to be two hundred and fifty RV parking spots, we would bring electric to the park and the petitioners would break that electric up into fifty or thirty amp panels. That would be on their side of the overall meter. We would not bring wastewater to the two hundred and fifty sites. They could have a holding tank where they could take their RVs and pump that into a holding tank separately in that park. They will have two big restroom facilities to provide showers, sinks, and toilets for the visitors. That would be hooked up because that would be a direct connection and the chances of pollutants or odd things being put into the sewer system would be significantly less. **Commissioner Connell** remarked on the comfort zones. With the restrooms and showers, those could be hooked up to the sewer, but are they putting those in? **CM Minner** answered yes. That would be done through their final plan, which goes through the planning and zoning department. Before they can be issued building permits, the planning and zoning director reviews them. If they were to try and sneak in a hook up of two hundred and fifty, that would be on his desk. The planning and zoning director would notify him and there would be no building permits issued. That would promote building a septic system for collection that we would not take on. **PZD Miller** remarked that the RV park would have to be hauled by a contractor. **Commissioner Christian** asked if this was going to be a very diverse park. From the pictures he saw and from what the city manager was mentioning about the house-like structures, they look like permanent fixtures where individuals can rent for one or two weeks at a time. **PZD Miller** stated he would have to turn that question over to the applicants because these are linked to RV spaces. **Commissioner Christian** wanted to know if there would be an RV park where anyone could rent the buildings. **PZD Miller** answered that was his understanding. **CM Minner** said the way he worded that was great because we would hook up the permanent fixtures to the sewer, but not the RVs itself; those are not permanent fixtures. The bathhouses and bungalows are permanent fixtures. **Mayor Pederson** inquired how many we are looking to approve? **PZD Miller** replied two hundred and fifty. **Mayor Pederson** wanted to know how many lots. **PZD Miller** answered there would be two hundred and fifty RV sites. **Mayor Pederson** asked how many bungalow cottage sites are there? **PZD Miller** replied they are still working those numbers out. **Mayor Pederson** said that is fine. **PZD Miller** added it would be a higher line RV site. It would be some percentage of that. There has not been a final word. It depends on the design and the hard engineering. **Mayor Pederson** wanted to verify that the sites would be rentals. **PZD Miller** said yes.

Tara Tedro, Lowndes Law, 215 North Eola Drive, Orlando stated the subject property is a little over twenty-nine acres. The future land use is general commercial. It has an existing PUD that was approved last year that included two hundred and fifty RV sites. They were there to request a couple of modifications to the approval and to try and accommodate a higher scale end product. Her client has been working with a few groups from around the United States who do high-end glamping. She even felt like she was glamping during the hurricane when she lost power. This was a new concept for her. It is high-end glamping for RV parks. There is nothing like this anywhere nearby. They have already looked. The next nearest one in Florida, is in Auburndale and they have a three-year waiting list. These parks are in high demand and people really use them. They are not cheap. It would be a high-end amenity for the city to have. It would be a unique attraction for the city. It would be situated on the perfect piece of property. As the planning and zoning director mentioned, they have to go back and figure out some site engineering issues. One thing they found out is there are some wetlands on the site. However, they are not going to impact the wetlands. Their plan is to take away from what they showed on the original site plan as developable acreage and that is one of the requests tonight. Instead, the applicant would like to add an accessory/complementary lodge similar to a hotel. It would be a smaller element to allow them to pick up more numbers in units. This would still be a high-end RV camping project. It would also be considered a glamping marina project. They would just like to add that feature as an additional use. They would have cottages available for renting that would be just under one thousand square feet. They would be stick-built structures. In terms of support, they hosted a community meeting which the residents were excited about. They were especially excited about the fact that they were going to have restaurants. One

restaurant would front the property and it would have pickleball courts. The other restaurant would be attached to the marina. They did work with one of the adjacent property owners and they were able to sign an agreement with them. They agreed to provide a large amount of buffering from his house at his request. They codified that in writing to ensure that he would get that request. There was a recommendation from the planning commission back in September that this was going to be a five-star motor coach resort and the goal was that this would be the finest in the State of Florida. This project would be very unique in Lake County. It would have top-notch amenities, such as a luxury pool, restaurants, a marina, pickleball courts, a dog park, boat slips, and bathhouses. There would be no long-term residents. The maximum amount of time anyone is allowed to stay is six months. These are not platted lots and they are not for sale. They are meant for people in transients. She knows there are negative connotations to that word, but it just means they cannot stay as a permanent resident. The goal here is for a luxury community the whole community can be proud of. It would increase property values in the whole area. Some conceptual renderings show that the RVs can pull up next to different types of cottages. They still need to figure out how many they can have on the lakefront. These sites would go for a higher price point than the interior sites, even if they did not have the cottages. They also plan to put the cottages around the lakefront. At the request of the lodge, they would not exceed the maximum total of two hundred and fifty units if they were to get approval of a lodge. They would subtract that number from the total of two hundred and fifty. They are not trying to have two hundred and fifty lots in addition to the small lodge. They just wanted to make that clear. They would still need to go through the permit process for the marina and boat slips, but their hope is to have that waterfront restaurant marina, as well as a pool, fronting the lake because the neighbors expressed their excitement about that. The bathhouse would be a great amenity and it would not be the average camping shared showers. Referring to slides, she showed the different types of sites, with the different price points. She showed the deluxe standard waterside along with the bungalow site. She provided renderings of the different amenities. Some have different outdoor furniture and some will have firepits with cooking areas outside. Some sites would have the standard parking areas and others would have parking spots designed specifically so people can pull their RVs all the way through. That way the RV will not be doing a two hundred fifty point turn to get out of that spot. They would be able to pull right in and right out with ease of access.

The planning and zoning division recommended approval for the reasons outlined in the staff report and their request is consistent with that. For the record, there are a couple changes that need to be noted if they were to receive approval. In Section 5E6, with the garbage receptacles, they would like to have one every fifty spots, not every ten. They have found that functionality with these types of uses. If you have one every ten spots when the garbage truck comes through and stops every ten spots, it starts to become a nuisance. They would like to request that it be changed to have a garbage receptacle every fifty spots. They will have strict standards of conduct, so no one will be allowed to leave their garbage outside their unit. Nor will they be allowed to leave it outside their doors. They will have someone doing valet trash where they will come around and pickup trash. That will be available as part of the use. They would have a condition that says the owner is to ensure that garbage accumulation is monitored on a daily basis. In Section 5F, they would like to add some flexibility with the required parking spaces for their restaurant lounge and that would be determined by city staff during site plan review. It would be based on the inclusion of golf cart parking spaces and RV guest spaces. The applicant wants to make sure the code is strict on the number of spots available for the restaurants. This one is a little different because they have a restaurant with pickleball courts and a restaurant with a marina. It needs to include guest parking spaces in other parts of the site as well as golf cart spaces. They want to be sure city staff believes there will be sufficient parking spots per code. They need to account for the parking spaces that the code currently does not acknowledge. She noted that sidewalks would not be constructed on the internal portions of the property. They would be dedicated to the RV spaces. It is common in upscale RV resorts to have sidewalks on both sides of where the RV pull-ins. In Section 10C, it would state that RVs cannot connect

to city sewers. That would be an acknowledgment of the condition that they need to place in the PUD that RVs are not allowed to connect to city sewer. Only the bathhouse, restaurants, and marina would be able to connect. That would be a clarification item. In Section 3A, it would be to add number twelve for the hotel/lodge. To allow for a complementary accessory to the upscale RV glamping project, which would be permitted in accordance with C3 standards, any such units utilized in the hotel/lodge would be counted against the overall allowable RV spaces permitted.

Commissioner Robuck remarked that he hates RV parks. However, that property is ugly to begin with. He was okay with just having a regular RV park, but this project is turning out to be a whole lot nicer. **Mayor Pederson** agreed this really is turning out to be a nice product. The city manager made a comment about not taking the sewage from the RVs and it being on the lake. That kind of bothered him because we are trying to get rid of septic tanks. It is hard to understand the difference between what could go down an RV into the city sewer system versus a public restroom or a house next door. He knows we are trying to protect the lake. **Ms. Tedrow** responded that the issue comes down to antiquated concerns. They had extensive conversations with the public works department about the use of formaldehyde and other types of solvents to break down the waste that is inside of RV tanks, and that was the main reason. There is less control over what could be in the system and that was what the city described to be the prohibition on RV hookups. There is literature out today that suggests that is not how modern RVs are designed. There are different types of solvents, but the city has expressed that as a concern. They understand that it is in the city code and the code is not being amended. That is why they are asking for that clarification. They would connect to city sewer otherwise, but that concern was generated by city staff in terms of dumping RV tanks into the city sewer. **Mayor Pederson** mentioned that the city manager has a camper, so he speaks the language. He was just trying to help the applicant while trying to protect the lakes. **Commissioner Connell** inquired if there would be any stations out there where people could empty their RVs? **Ms. Tedrow** replied that the RV owners would be responsible for the emptying of their waste. **Commissioner Connell** wanted to know if there would be any stations where they could empty onsite or would they have to go offsite to dump. **Ms. Tedrow** replied there would be no dedicated holding tanks for people to dump. They would have to go do that offsite on their own.

Enon Winkler of Other Street, 2096 Hearts Alley, Orlando, Florida 32814 stated they only found out about three weeks ago that they would not be able to connect to the city sewer. That was a surprise. They tried to do everything they could in the meantime to re-engineer and rethink it. The goal for that would be to have a holding tank. They would put a holding tank as far away from the water as they could. They would do that through the design process, but the holding tank would support the sewage. They would have a company come and pump it out on a regular basis. **Commissioner Connell** remarked that he would want to make sure that somebody does not stay there to the point where they do not have anywhere to empty their tank and they empty it on the ground. He wanted to make sure there would be somewhere on site they could go to empty their waste. **Mr. Winkler** responded yes. **Mayor Pederson** asked if there would be any way to treat it, so they could put it into the city system or would that be too difficult? **Mr. Winkler** answered they are still trying to figure this whole thing out. This was his first development. When they started this project, the thought was that they would develop the wetlands, but as they learned more about the wetlands and after talking to the St. John's, they do not want the wetlands developed. They are now trying to pivot and figure out how to protect the wetlands, yet still get the density they need for this project. They try to be good neighbors to everyone. They have Brittany Estates and the doctor behind them. They are trying to work through all that and not impact the wetlands. A lot of people like to impact the wetlands, but they want to stay away from them. **Commissioner Christian** stated that the lodge would be a nice addition to this area. The hotels are always full, so if they could go up, that would be a much needed addition to the property. **Mr. Winkler** said it would be more of a lodge. He came up with this concept when he was in Pigeon Forge. They have a Margaritaville. He went there this past summer because he wanted to look at higher-end RV parks and lodges. In Pigeon

Forge, they have a Margaritaville Lodge and RV Park. It was amazing. As they debated on what to do and how to square off against the wetlands, they still needed to achieve density and the lodge made sense. They do go hand in hand.

Mayor Pederson asked for any further comments. There were none.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Christian	Yes
Commissioner Burry	Yes
Commissioner Robuck	Yes
Mayor Pederson	Yes

Five yeas, no nays, the Commission adopted the ordinance.

- 8. An Ordinance of the City of Leesburg, Florida ratifying revisions to the form of Ballot Question Number 1 from the version appearing in Ordinance Number 22-43; providing for inclusion in the Code of Ordinances; providing for severability; providing for conflict; and for providing an effective date.**

ADOPTED ORDINANCE 22-58

Commissioner Robuck introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only.

Commissioner Robuck made a motion to adopt the ordinance and Commissioner Christian seconded the motion.

Mayor Pederson requested comments from the Commission and the audience. There were none.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Burry	Yes
Commissioner Robuck	Yes
Commissioner Connell	Yes
Mayor Pederson	Yes

Five yeas, no nays, the Commission adopted the ordinance.

B. FIRST READING OF ORDINANCES

- 1. NONE**

C. NON-ROUTINE ITEMS

- 1. NONE**

7. INFORMATIONAL REPORTS:

The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.

A. Financial Reports as of August 2022

There were no comments.

8. CITY ATTORNEY ITEMS:

CA Watson had no comment.

9. CITY MANAGER ITEMS:

CM Minner had no comment.

10. ROLL CALL:

Commissioner Christian stated that former Commissioner Bone had a racial slur spraypainted in front of his business today. He texted him and the City Manager saying he called the police department and was basically told there was nothing they could do for him. He would like the Police Chief or someone to open an investigation. There is a school right across the street and they should have cameras. Maybe the Morrison United Methodist Church has cameras. The city cannot allow people to feel like they can spraypaint racial slurs in front of people's businesses to intimidate or harass them. We as a city need to make a strong statement that says this will not be tolerated and we are going to do whatever we can with our law enforcement community. Those who may know something need to report whoever was involved. We are a progressive city. We are moving forward and we need to make a bold statement that says this will not be tolerated in Leesburg. **CM Minner** responded that he received that text from former Commissioner Bone, which Commissioner Christian was included in. When that text came through, he was in a meeting with the director of public works and Robert Beltrane from Dewberry Engineering regarding wastewater and water issues. So, unfortunately, he did not see that text until around four fifteen this afternoon. He did respond to Mr. Bone. This issue relates to a graffiti/hate crime where someone spraypainted the street in front of Mr. Bone's business. The complaint from Mr. Bone was specific to that when he called the city, the city's response to cleaning it up was less than professional. It was basically that we did not need to clean that up. It was not our problem, it was his problem. Unquestionably, that was the wrong response and he would clear that up. He asked Mr. Bone who he spoke with and who gave him that answer because it was wrong and we would investigate that. With respect to getting the matter cleaned up, he told Mr. Bone that the city would get that cleaned up promptly because it was in the city's right of way and it was a hate crime/racial slur. The public works department as of this evening has it cleaned up. As the meeting started, he texted Mr. Bone with a picture of the street. However, he will go out and double check to make sure that it is cleaned up to his satisfaction after the meeting. In the end, it was handled appropriately, but we will definitely look into who responded back "that it was not a city issue to clean that up" because that was not correct. **Commissioner Christian** inquired with respect to the investigation? Did we check with the local businesses? **CM Minner** replied that he did not know. He did not have a specific name, but they would pin it down. Mr. Bone did speak with the police department,

but he would follow up with the Police Chief. We will find out, but right now, that is all he could say. **Commissioner Robuck** mentioned that he was looking to find out who spraypainted the road. **CM Minner** stated the city will investigate that. We do not have cameras everywhere in the city, so finding out who spraypainted that is like finding a needle in the haystack, but we will do our best. **Commissioner Christian** said if he was Mr. Bone and he called the police department because somebody spray painted racial slurs, he would hope the city would say they were going to open an investigation. Even if it meant knocking on the school doors asking if they had cameras or going over to the Morrison United Methodist Church to ask them if they had cameras and if they could look at them. That is the least we could do. That was his concern. We need to make a statement. We should not say it may be a needle in a haystack. That sounds like we may not have a care. Almost everybody owns a Ring doorbell. There may be a little investigation needed between the two o'clock hour and whatever hour, but this is Main Street. It is not the back corner of the city. It is the public right-of-way and he is a business owner. We cannot just let people feel like they can intimidate people. If we do it once, it will happen again. We have to make a statement.

Commissioner Burry stated we talked a little bit about fluoride at the last meeting. The city manager was going to work on putting things together on that. He was not going to let that go. He wanted to stay after that. If we could bring that back, maybe at the next meeting with more information, that would be great.

Commissioner Robuck commented that he read some information on fluoride. It was pretty interesting. He read where the negativity about fluoride came from. It came from a study that was done in Indian Paul. In that area, there were really high natural levels of fluoride. That group said the people who had really high levels of fluoride had some deformities. Then another group who had low fluoride did not have deformities. Then the group with low fluoride was exposed to a level of like double what the lowest in the State of Florida would allow. It is completely bogus when it comes to the negativity surrounding it. It was very interesting to read about. However, he still wants to hear about the costs. With electric rates, the FMPA has been sending stuff out and just today he filmed a spot with Jacob Williams, who is the CEO. They talked about the electric background and what was going on. While no good news in the very short term. In the intermediate term, we have been able to go out through the FMPA to hedge our gas costs starting around April. We may be able to start seeing a drop in our wholesale costs. We still have some recovery to do, but there is an end in sight based on where they have hedged out. We are not where we were two years ago, but at least we are not where we were last summer. There will be some improvements coming this summer. **CM Minner** added that the FMPA did a great presentation a few weeks ago with what they have done to curb the gas price increase. He would send that presentation to all the commissioners. The last couple of days he has been working on figuring out what the numbers mean for Leesburg. Typically, when the FMPA is in good times, they buy gas for around two to three dollars a btu or decatherm. The cost per megawatt was between seventy-five and seventy-eight dollars a megawatt. For the average customer, what does that mean? That means when they buy for about seventy-five dollars a megawatt, the electric bill under the old system, the base bill, was about one hundred and two dollars plus fifteen for the power cost adjustment. We were hanging out around one hundred and seventeen per thousand. That was when gas was two or three dollars. Then the cost of gas spiked to nine or ten dollars. That means one hundred and eighteen to one hundred and twenty-four dollars a megawatt. That was when we saw the utility react. We had to increase the base rate from one o' two to one o' eight and that went into effect October 1st. Plus the increase in the power cost adjustment from fifteen to eighteen to twenty to twenty-five to fifty to seventy. What does that mean in terms of relief from eight to around seven dollars a megawatt? That means for this fiscal year, from October 1st through September 30th, you will probably see the power cost adjustment around seventy dollars per thousand with the new adjustment. You will see one o' eight plus seventy-seven. We will be looking around one seventy-nine per thousand. That will most likely be where the price will sit. The good news is that some of the prices lock in starting in March and April. We have not done the math yet with the numbers, so they are fuzzy.

They are starting to lock in more prices between the seven to five dollar range. If they do that in the spring of 2023, that should help the city recollect. We have to remember the utility needs to recollect that three million dollars, because the utility needs to keep three million dollars in the power cost adjustment. Then the power cost adjustment needs to return about seven million (which is a round number) back to the electric fund. The electric fund reserve, before all this happened, was hanging out around twenty million dollars. Those funds need to be returned to the electric fund and when that happens we can start talking about reducing the power cost adjustment. If the FMPA gets to six or seven dollars in the spring, that should help us start recovering those monies, so maybe by summertime we can see a reduction from seventy to sixty or sixty-five. If the FMPA estimates, hanging out around six or seven dollars for the remainder of the year and next year. Then hanging out around five or four dollars for the next couple of years. Or if the FMPA hangs out around eighty-five dollars a megawatt, he guessed the utility would be around forty dollars for the power cost adjustment plus the one o' eight. We would see the rate settle around one hundred and fifty dollars. That would be a typical increase of thirty dollars versus the eighty dollars that we just saw. That is a lot better, but it is still not that good. This all goes back to where the nation goes as a whole with gas. The important thing is, that the utility understands where we are in terms of customers and wanting to have a competitive rate. He knows everybody brings in different comparisons and we look at different stuff. We may not be as good as Duke or Seco when it comes to rates right now, but those are not factual statements and everybody addresses that differently. In fact, the presentation he will be sending out talks about that and how everybody reacts a little differently. Right now, we are more expensive than Duke, but our utility has beaten Duke for the last three years soundly. Even if Leesburg is behind Duke for the next three or four months, if we accumulatively average it up, we will still be cheaper. However, if we wait until January, because each utility, whether it be Seco, Mount Dora, Duke, or FPL, everybody is sitting on different cash reserve levels and everybody has a different reporting board and a different method. The Dukes of the world will be going back to Tallahassee and the Public Service Commission, and while their rates may be cheaper now, the folks at Duke are counting up their losses and those losses will get rolled into the Matrix, which will be going before the Public Service Commission. They are going to figure out a matrix to recover those funds. There is no way that the Public Service Commission would not allow Duke to recover their fuel costs. Florida is eighty percent natural gas and pretty much everybody is in the mix of the generation and every utility has had a loss. The good thing about our municipal utility is that we reacted quickly. We saw the initial price spike and as the market starts to calm down we will see us float with that price reduction quicker. Watch the bills in January, February, and March because you will see the investors in utilities coming up and you are going to see us stay steady. Then, as we take advantage, hopefully, of the hedging that we are doing, we will see a decline. However, we were not going to get back to normal for a while. It is really important to say that the nation is going through a trying time right now with energy policies. If you look back over the last twenty years, there has not been a consistent energy policy. Going back to the Clinton administration, there was a thought that natural gas was good and as utilities changed to coal, the resource planning was to go to gas. We saw, in the early two thousand, a price spike in gas because everybody was going from coal to gas. Then the market rebounded with fracking and different technologies and supply, and the demand caught up. We lived in a world where gas was good. Then different administrations came and we went back to coal and now we have been going coal, gas, coal, gas, and even nuclear. There has not been a long-term consistency on how we are going to provide renewable resources and what the long term impact is on the environment. As administrations change, we get different approaches and we get the stop and go, stop and go. Where we are at now is this administration wants to be very aggressive in terms of emissions and meeting standard reductions. The philosophy of natural gas over the last twenty years, although it has never been deemed a bad fuel or a non-fossil fuel. It was deemed in the early two thousand as a fuel that had an abundant of bad noxs. The administration is now at a point where they feel, even though it does not have a nox, it has a higher btu output, which is bad for greenhouse emissions. There are battles going on and there has not been a consistent policy and that affects everybody. Florida, unfortunately, is a natural-gas dependent state for

energy. He was unsure if we were the worst hit in the nation, but we are watching this and the utility is sensitive to this. Last month, this body passed the lifting of late fees to help folks out. It was not a lot of relief, but it was a statement saying we understood and we got it. We have put information up on our website. On our website we have a rate watch, we are very transparent about the energy costs, the power cost adjustment, projections, and comparison. We want everyone to be able to compare us. It is available by clicking on the red box on the homescreen. The city is very sensitive to this and we are keeping an eye on it. He even sat in on the filming with Commissioner Robuck and Jacob Williams. They had a really good discussion on a really good level. It was very informative. Dr. Anna Marie texted him while he was there with the draft. As soon as it is ready, they will get it up on Facebook because it really is informative. **Commissioner Robuck** jokingly said, believe it or not, it really is significantly shorter than what the city manager just said. You should have seen him squirming in the corner watching them talk. **CM Minner** laughingly said that while they were talking he was quiet, but he was sitting there thinking about all the stuff he wanted to say. **Commissioner Robuck** added that one thing the FMPA was doing differently was they are being a little more aggressive about future gas purchases by hedging the cost out there. It does cost money, but if you want to lock in a future price, you have to pay now. They have been doing that, so that it should give the city a little more and there should be less guesswork moving forward. When we say gas prices are going to come down in May to this level, we are not guessing at this point because we bought seventy-five percent of our power already. That is roughly how that shakes out. He wanted to say to the electric department that the biggest reason to have a municipal electric is because of the services we receive. The city manager sent out a notice after the hurricane that everyone's power had been restored by the end of the day Thursday. We had one hundred percent power restored, while Duke and Lake County had only thirty percent of their customers restored. So, while Duke bills may be lower in September due to not having power for three or four days, which is not a good way to have a low bill. He gave kudos to the electric department for getting that done so quickly. They always do a great job with the storms and he greatly appreciates it.

Commissioner Connell had no comment.

Mayor Pederson had no further comment.

11. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they 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 of Leesburg does not provide this verbatim record.

The meeting adjourned at 6:35 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: October 24, 2022

From: Aaliyah Davis, Senior Buyer, Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with Wharton-Smith, Inc.; and providing an effective date.

Staff Recommendation:

Staff recommends awarding Request for Qualifications (RFQ) 220193 to Wharton Smith, Inc. and approval of the resolution authorizing execution of a Construction Manager at Risk (CMAR) Continuing Agreement with Wharton-Smith for CMAR services on a continuing basis.

Analysis:

For every construction project a project delivery method must be selected. The most common project delivery methods are Design-Bid-Build and Design-Build. The City typically uses the Design-Bid-Build (DBB) method of project delivery.

- Design-Bid-Build

The DBB method involves selecting and contracting with a design professional, architect or engineer. The professional designs the project and provides the drawings and specifications to the City. The City issues an Invitation to Bid using the drawings and specifications. Bids are received and opened and then a construction contract is awarded the lowest bidder determined to be responsive and responsible.

The DBB method is a tried and true with decades of use. It does however have some drawbacks. The biggest one being whether the bids are within the City's budget or funding. Should all bids come in over budget then rework and most often a rebid is necessary.

- Design-Build

The City has used the Design-Build (DB) method on several projects such as the Venetian Gardens Pedestrian Bridges and the Corporate Hangars at the airport. The DB method uses the Request for Proposal procurement method to select the best Design Build Team to design and build a project. The DB method is often used when there may be several different approaches to a project or the Owner is not set

on one type of approach. The DB method requires a contractor and design firm to create a team to both design and construct the project.

The DB method is very common. It does however have a couple of drawbacks. The first is Florida Statute requires the Owner to hire or employ an engineer to create a minimum design criteria package. If the Owner does not have an on-staff engineer to do this they must contract with an engineer. The other drawback relates to the structure of the team. The design team on a DB project does not report to the Owner. Therefore, the Owner may have less control over the design or input on the design of the project. This may or may not be a problem, depending on how much input on the project design the Owner desires.

- Construction Manager at Risk or Construction Manager as General Contractor

This project delivery method is relatively new to the public sector. It has gained popularity under the name of Construction Manager at Risk (CMAR). This method is also, and more accurately referred to as Construction Manager as General Contractor or CM/GC. The American Institute of Architects (AIA) officially refers to CMAR as Construction Manager as General Contractor.

The CM/GC is a delivery method that entails a commitment by the CM/GC to deliver the project within a Guaranteed Maximum Price (GMP) which is based on the construction documents and specifications at the time of the GMP plus any reasonably inferred items or tasks. The CM/GC provides professional services and acts as a consultant to the owner in the design development and construction phases. In addition to acting in the owner's interest, the CM/GC must manage and control construction costs to not exceed the GMP because contractually any costs exceeding the GMP that are not change orders are the financial liability of the CM/GC. The CM/GC charges a fee, typically a percentage of the GMP, for their services.

Generally, the CM/GC will give the Owner a GMP prior to bidding the project. Included in this GMP is a contingency line item to take care of bid overages, reasonably inferred items and other project related items that may arise during construction. By giving the Owner the GMP prior to bids, the CM/GC assumes the risk of bids coming in higher as he is contractually bound to deliver the project per the plans and specifications and any additional allowances as defined in his GMP.

The CM/GC project delivery method is most common in and used extensively in the construction of public schools. There are many advantages to the CM/GC project delivery method. The most common advantages and those beneficial to the City are discussed here.

Contracting with the most qualified contractor. The CM/GC is selected using the Request for Qualifications procurement method. This method results in the most qualified company being selected as the CM/GC. A benefit as they are the company that will transition to the role of general contractor. Compared to a Design-Bid-Build process where the lowest bidder, provided they meet the minimum qualifications, is awarded the contract. The CM/GC method can be thought of as a qualifications based selection where the most qualified company is awarded the contract.

CM/GC firm represents the City during design. The City will contract with a design professional, an architect in the case of the West Leesburg Neighborhood Resource Center. The CM/GC will represent the City and work with the architect in the design of the project. The CM/GC provides real world construction expertise in reviewing the means, methods, materials, and constructability of the design.

This involvement by the CM/GC helps insure the design professional is designing to the budget. This eliminates a drawback of the Design-Bid-Build method of the potential for all bids to be above the available budget. In the DBB method over budget bids would result in redesign and rebidding of the project; thereby delaying completion of the project.

Input on selection of sub-contractors and material suppliers. This project truly is a community project. The ability to involve local sub-contractors, trades, and material suppliers in the project would be of great benefit. With the conventional DBB method the City has no input over which sub-contractors are invited to participate or awarded work. With the CM/GC method the City can insure local sub-contractors are invited to participate, having the same opportunity as other sub-contractors. If they are not awarded work based on the low bid, at least they will have had the opportunity. Something that cannot be assured with the DBB method.

Phased construction for quicker delivery. The CM/GC method allows for construction of some phases of a project before the entire project is fully designed. For example, once the site plan and utility infrastructure design is complete the CM/GC can proceed with obtaining bids for the work and beginning construction before the building design is 100% complete. In the conventional DBB method all design is completed before the full project is bid out in its entirety. This advantage will allow a CM/GC project to be completed sooner than a DBB project.

As with any delivery method, incomplete and/or inaccurate construction drawings will result in change orders. With the CM/GC working with the design professional the occurrence of design errors can be minimized. The misunderstanding associated with the GMP is that this maximum price will not be exceeded in any case. It is important to understand that the GMP is based on the plans and specifications at the time of the GMP with some reasonable assumptions made and a reasonable contingency included. Major changes in scope will result in a change order, which increases the GMP contract. In addition, any Owner changes to the project and scope require a change order. By requiring the documents by 100% complete prior to receiving the GMP, the risk of unanticipated change orders is minimized.

Procurement Analysis:

The Procurement Division issued Request for Qualifications 220193 on August 14, 2022. On September 16, 2022 the City received four (4) proposals. Evaluation Committee members evaluated all proposals and came to a consensus as to the final ranking shown here. The ranking summary is as follows:

Ranking Firm Name

1	Wharton-Smith, Inc.
2	Oelrich Construction, Inc.
3	The A.D. Morgan Corporation
4	Votum Construction, LLC.

Options:

1. Approve award of RFQ 220193 and approval of the resolution authorizing execution of a CMAR Continuing Services agreement with Wharton-Smith, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funding will be identified as the projects are developed and moved forward.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT WITH WHARTON-SMITH, INC.; AND PROVIDING AN
EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with WHARTON-SMITH, INC., whose address is 750 Monroe Road, Sanford, FL 32771, for Construction Manager at Risk (CMAR) Services.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of October 2022.

Mayor

ATTEST:

City Clerk

**AGREEMENT FOR
CONSTRUCTION MANAGER AT RISK (CM/GC) SERVICES
ON A CONTINUING BASIS**

THIS AGREEMENT is made as of the 24th day of October in the year 2022, between **THE CITY OF LEESBURG**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **WHARTON-SMITH, INC.** 750 Monroe Road, Sanford, FL 32771 (hereinafter referred to as the “CM/GC”).

WHEREAS, the CITY issued Request for Qualifications 220193 to contract with a qualified firm to provide Construction Manager at Risk services to the CITY on a continuing basis;

WHEREAS, the American Institute of Architects recognizes the title Construction Manager Serving as General Contractor in place of Construction Manager at Risk (CMAR) project delivery method and shall be adopted by the CITY and used in this Agreement;

WHEREAS, the CM/GC has been selected as the top ranked firm among all firms submitting proposals;

WHEREAS, the CM/GC shall serve as the Construction Manager/General Contractor on projects as identified by the CITY;

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Services. The CM/GC shall act as CM/GC on construction projects identified by the CITY. All work shall be authorized by the execution of a Task Order under this master agreement. Each Task Order shall be written on a cost plus fee basis and provide a Guaranteed Maximum Price (GMP). Nothing herein shall limit the CITY'S right to obtain proposals or services from other entities/contractors for similar projects.

2. Compensation. As compensation for work performed and as consideration of this Agreement, upon satisfactory completion of the work covered by this Agreement, in accordance with the terms hereof, the CITY agrees to pay the CM/GC the agreed upon amount for work completed, as outlined in individual Task Orders authorized by the CITY.

3. Fees. The CM/GC fee for each project shall be clearly stated in each Task Order.

4. Authorized Work. When work is ordered by the CITY the CM/GC shall prepare a Scope of Services for the requested task. CITY will prepare a Task Order to be executed by both parties. The Terms and Conditions of this Master Agreement shall be incorporated into all Task Orders.

5. **Authorized Expenses.** The CITY will not be liable for any expenses incurred by the CM/GC prior to the issuance of a Notice to Proceed except as authorized by the CITY in writing.

6. **Term.** The initial term of this Agreement shall be through September 30, 2025 and will commence on the date of approval of the contract by the Leesburg City Commission. If agreeable to both parties, the Agreement may be extended for up to an additional three (3) years. Any extension shall be made by written amendment properly executed by both parties.

- a. **Authorized Task Orders.** Authorized Task Orders whose performance period may extend beyond the term of this Agreement shall survive and remain in force until performance under the Task Order by the CM/GC is completed.

7. **Termination.** All or part of this Agreement may be terminated under the following conditions;

- a. **For Convenience.** All or part of this Agreement may be terminated by the CITY for its convenience on thirty (30) days written notice to the CM/GC. In such event, the CM/GC will be entitled to compensation for services competently performed up to the date of termination. All finished or unfinished deliverable items prepared by the GM/GC under this Agreement shall, at the option of the CITY, become the CITY's property. The GM/GC shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. The CM/GC shall not incur any additional expenses after receiving the written termination notice.
- b. **For Cause.** CITY may terminate the Agreement with ten (10) days written notice for cause if CM/GC;
 - i. becomes Insolvent/Bankrupt, or
 - ii. commits a material breach of the Agreement which does not otherwise have a specified contractual remedy, provided that:
 - 1. CITY shall first provide CM/GC with detailed written notice of the breach and of CITY's intention to terminate the Agreement, and
 - 2. CM/GC shall have failed, within the number of days indicated in the written notice, to commence and diligently pursue cure of the breach.

Should the CM/GC fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CM/GC for failure of the CM/GC to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the show cause notice. Should the CITY determine that the CM/GC provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. Notwithstanding this compensation, the

CM/GC shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the CM/GC, the CITY may procure the services from other sources and hold the CM/GC responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CM/GC without expense to the CITY.

8. Insurance. The CM/GC will maintain throughout this Agreement the following insurance:

- a. The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CM/GC prior to starting work, together with evidence that the premiums have been paid.
- b. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- c. The CM/GC shall require, and shall be responsible for assuring that any and all of its sub-contractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors' work.
- d. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- e. The required insurance shall not limit the liability of the CM/GC. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CM/GC'S interests or liabilities, but are merely required minimums.
- f. All liability insurance, except professional liability, shall be written on an occurrence basis.
- g. The CM/GC waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- h. Insurance required of the CM/GC, or any other insurance of the CM/GC shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
- i. Except for works' compensation and professional liability, the CM/GC'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
- j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

**City of Leesburg
P.O. Box 490630
Leesburg, Florida 34749-0630**

- k. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- l. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- m. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- n. The CM/GC, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CM/GC'S liability coverage(s).

9. Indemnification. The CM/GC agrees to make payment of all proper charges for labor required in the aforementioned work and CM/GC shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CM/GC under this Agreement; or the negligence of the CM/GC in the performance of its duties under this Agreement, or any act or omission on the part of the CM/GC, his agents, employees, or servants to the extent that the loss, damage or claims suits are caused by the CM/GC. CM/GC shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CM/GC'S duties under this Agreement, or through the negligence of the CM/GC in the performance of its duties under this Agreement, or through any act or omission on the part of the CM/GC, his agents, employees, or servants to the extent that the loss, damage or claims suits and costs are caused by the CM/GC.

If however, this Agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CM/GC shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CM/GC and persons employed or utilized by the CM/GC in the performance of this Agreement. The liability of the CM/GC shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CM/GC to indemnify the CITY shall be limited to acts, omissions, or defaults of the CM/GC; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the CM/GC shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CM/GC, or any CM/GCs, sub-subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

10. Guaranty of Faithful Performance and Payment. Performance and Payment Bonds, written by a Surety firm satisfactory to the City of Leesburg on forms acceptable to the CITY which comply with Section 255.05(1), Florida Statutes, will be required of the CM/GC to guarantee delivery of a complete project under task orders issued under this Agreement in strict accordance with the Agreement Documents and that he will pay promptly all persons supplying him with labor or materials for the work.

The Performance Bond and Payment Bond will each be equal to 100% of the Guaranteed Maximum Price (GMP) detailed in the Task Order executed ordering work. The cost of the bonds shall be borne by the CM/GC and will be included in the GMP.

A Performance Bond and Payment Bond will be required for any project where the Task Order GMP is equal to or greater than \$200,000.00.

The bonds shall be written by a qualified Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida and Lake County and meet the following requirements:

The Surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York.

Bonding Limit - Any One Risk: The Bonding Limit of the Surety shall not exceed ten (10) percent of the policy-holders surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide. The completed Bonds shall be executed in four (4) counterparts and delivered to the City of Leesburg with the required Power-of-Attorney and executed Agreement.

11. Codes, Laws, and Regulations. CM/GC will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

12. Permits, Licenses, and Fees. CM/GC will obtain and pay for all permits and licenses required by law that are associated with the CM/GC'S performance under this Agreement and any resulting Task Orders.

13. Access to Records. CM/GC will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during CM/GC'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

14. Public Records Retention. CM/GC shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CM/GC herein. CM/GC shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CM/GC shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CM/GC shall meet all requirements for retaining

public records and transfer, at no cost, to the CITY all public records in possession of the CM/GC upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CM/GC in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CM/GC'S DUTY TO PROVIDE PUBLIC RECORDS RELATION TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-728-9731, 501 W. MEADOW STREET, LEESBURG, FLORIDA 34748.

15. Contingent Fees Prohibited. The CM/GC warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CM/GC, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CM/GC any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability, and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

16. Ownership of Documents. All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CM/GC (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CM/GC shall in no way be liable or legally responsible to anyone for the CITY's use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CM/GC. The reuse or modification of the documents by the City shall be at the city's sole risk. Further the City agrees that it shall defend, indemnify and hold harmless the CM/GC from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from such use of the Documents on another project.

17. Independent Contractor. The CM/GC agrees that it is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CM/GC. CM/GC will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CM/GC shall be solely and entirely responsible for his or her acts during the performance of this Agreement.

18. Payment. All invoices shall contain the purchase order number, date and location of delivery provided quantity of services, CITY pay item number, item description and

confirmation of acceptance of the delivery by the appropriate CITY representative. Failure to submitted invoices in the prescribed manner will delay payment. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

19. Assignment. Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

20. No Third Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than the CM/GC and the CITY.

21. Jurisdiction. The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

22. Force Majeure. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, pandemic, endemic, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

23. Non-appropriation. The CM/GC understands and agrees that the Contract is subject to the availability of funds to the CITY to purchase the specified products/services. As used herein, a “non-appropriation” shall be defined as an occurrence wherein the CITY, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to this Contract, from the source of funding which the CITY anticipates using to pay its obligations hereunder, and the CITY has no other funds, from sources another than ad valorem taxes, which it deems to be available to pay its obligations under this Contract. The CITY may terminate this Contract, with no further liability to the CONTRACTOR, effective the first day of a fiscal period provided that:

- a. A non-appropriation has occurred, and;
- b. The CITY has provided the CM/GC with written notice of termination, not less than fifteen (15) days before the proposed termination date. Upon the occurrence of such non-appropriation the CITY shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

24. Contact Person. The primary contact person under this Agreement for the CM/GC shall be Erik Anderson. The primary contact person under this Agreement for the CITY shall be Cliff Kelsey, Public Works Director.

25. Representatives. In prosecution of this Contract, the CM/GC agrees to cooperate with representatives of the CITY, its agents, employees, and design professionals who might be engaged in projects.

26. Approval of Personnel. Key Personnel: The City reserves the right to discontinue (terminate) when key personnel identified in CM/GC's response to RFQ 220193, are not available. The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CM/GC pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CM/GC pursuant to this Agreement, CITY may require CM/GC assign a different person or persons be designated to be the contact person or to perform the CM/GC services hereunder.

27. Subcontractors. The CITY reserves the right to approve all subcontractors for tasks performed under this Agreement and Task Orders. Responsibility for the performance of the contract remains with the CM/GC exclusively. Subcontractors may be added to this Agreement and Task Orders during the contract period only with prior written permission from the CITY.

a. Subcontractor Selection. The City Purchasing Division shall work with the CM/GC in establishing a procedure(s) for solicitation and selection of subcontractors to be used on projects covered by this Agreement and Task Orders. The CITY shall have final say on selection procedures, have basis in sound public procurement principles and practices.

28. Disclosure of Conflict. The CM/GC has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CM/GC and his duties under this Agreement.

29. Employment Eligibility. The CM/GC is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, of if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

30. Illegal Alien Labor. The CM/GC shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CM/GC shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CM/GC that the subcontractor is

following the terms stated within. The CM/GC nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CM/GC agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CM/GC. Failure to meet this requirement may result in termination of the Agreement by the CITY.

31. Authority to Obligate. Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

32. Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures or all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

WHARTON-SMITH, INC.

Title

THE CITY OF LEESBURG, FLORIDA

Mike Pederson, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form and content:

William Watson, City Attorney

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: October 24, 2022

From: Dan Miller, (Planning and Zoning Director), Christine Rock, (Senior Planner)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 71, a subdivision of the City of Leesburg, Florida, being a portion of Section 8, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 71)

Staff Recommendation:

Staff recommends approval of the plat for Villages of West Lake Unit No. 71 Subdivision.

Analysis:

The property is generally located east of the Florida Turnpike and north of County Road 470. The proposal is for approval of a plat consisting of 45 single-family residential lots. The review process for zoning, site plan, and construction plans has been completed. Approval of this plat will complete the project review process and allow for the applicant(s) to apply for building permits, construct, and sell homes within this new subdivision.

Procurement Analysis:

N/A

Options:

1. Approve the request for a plat of the new Villages of West Lake Unit No. 71 subdivision; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

No direct fiscal impact will result from this action. However, a future positive fiscal impact will result from the completion of the homes to be constructed in this project, in the form of ad valorem taxes, impact fees and utility fees.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A PLAT FOR VILLAGES OF WEST LAKE UNIT NO. 71, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND ACCEPTING AND DEDICATING TO THE USE OF THE PUBLIC ANY EASEMENTS OR PUBLIC PLACES SHOWN THEREON AS BEING DEDICATED TO THE PUBLIC; AND PROVIDING AN EFFECTIVE DATE. (VILLAGES OF WEST LAKE UNIT NO. 71)

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the plat of the following described lands, which is named Villages of West Lake Unit No. 71 is hereby approved and accepted by the City of Leesburg, Florida; being

A PARCEL OF LAND LYING WITHIN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE ALONG THE EAST LINE THEREOF RUN N00°30'28"E, 100.00 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE THEREOF RUN N89°24'17"W, 803.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE N89°24'17"W, 4.68 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE ALONG THE WEST LINE OF SAID LANDS RUN S00°30'28"W, 99.99 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1,196.40 FEET AND A CHORD BEARING AND DISTANCE OF N81°05'39"W, 345.85 FEET TO WHICH A RADIAL LINE BEARS N17°12'59"E; SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11670-2601); THE FOLLOWING TWO (2) COURSES BEING ALONG SAID NORTHERLY RIGHT OF WAY LINE: RUN WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°37'16", AN ARC DISTANCE OF 347.07 FEET TO THE POINT OF TANGENCY; THENCE N89°24'17"W, 75.26 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE RUN N00°35'43"E, 551.59 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 871.50 FEET AND A CHORD BEARING AND DISTANCE OF N82°41'26"E, 105.00 FEET TO WHICH A RADIAL LINE BEARS S03°51'21"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°54'25", AN ARC DISTANCE OF 105.06 FEET TO THE POINT OF TANGENCY; THENCE N79°14'13"E, 107.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 828.50 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°55'03", AN ARC DISTANCE OF 259.09 FEET; THENCE ALONG A NON-TANGENT LINE RUN S02°29'04"W, 69.96 FEET; THENCE S07°59'17"W, 24.28 FEET; THENCE S20°19'57"W, 40.00 FEET; THENCE S23°28'34"W, 45.31 FEET; THENCE S12°37'36"W, 40.24 FEET; THENCE S01°34'38"W, 40.33 FEET; THENCE S00°35'43"W, 295.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.92 ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 71 Plat attached)

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of October 2022.

Mayor

ATTEST:

City Clerk

VILLAGES OF WEST LAKE UNIT NO. 71

SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 1 OF 2

PLAT BOOK _____

PAGE _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES LAND COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF WEST LAKE UNIT NO. 71, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF LEESBURG AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C", "D", "E" AND "F" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14.

WITNESSES: THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

(1) SIGNATURE _____ BY: _____
PRINT NAME _____ MARTIN L. DZURO,
MANAGER

WITNESSES: VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14

(1) SIGNATURE _____ BY: _____
PRINT NAME _____ C. DALE BORROWMAN,
CHAIR

(2) SIGNATURE _____
PRINT NAME _____

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY C. DALE BORROWMAN, THE CHAIR OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A REGISTERED SURVEYOR AND MAPPER, FULLY LICENSED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER HER SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL OF THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.

_____, DATE: _____
KAYE M. JAMESON, P.S.M. – REGISTRATION NUMBER 5912
CLYMER FARNER BARLEY SURVEYING, LLC – REGISTRATION NUMBER LB 8498
4450 N.E. 83RD ROAD
WILDWOOD, FLORIDA 34785

SEAL

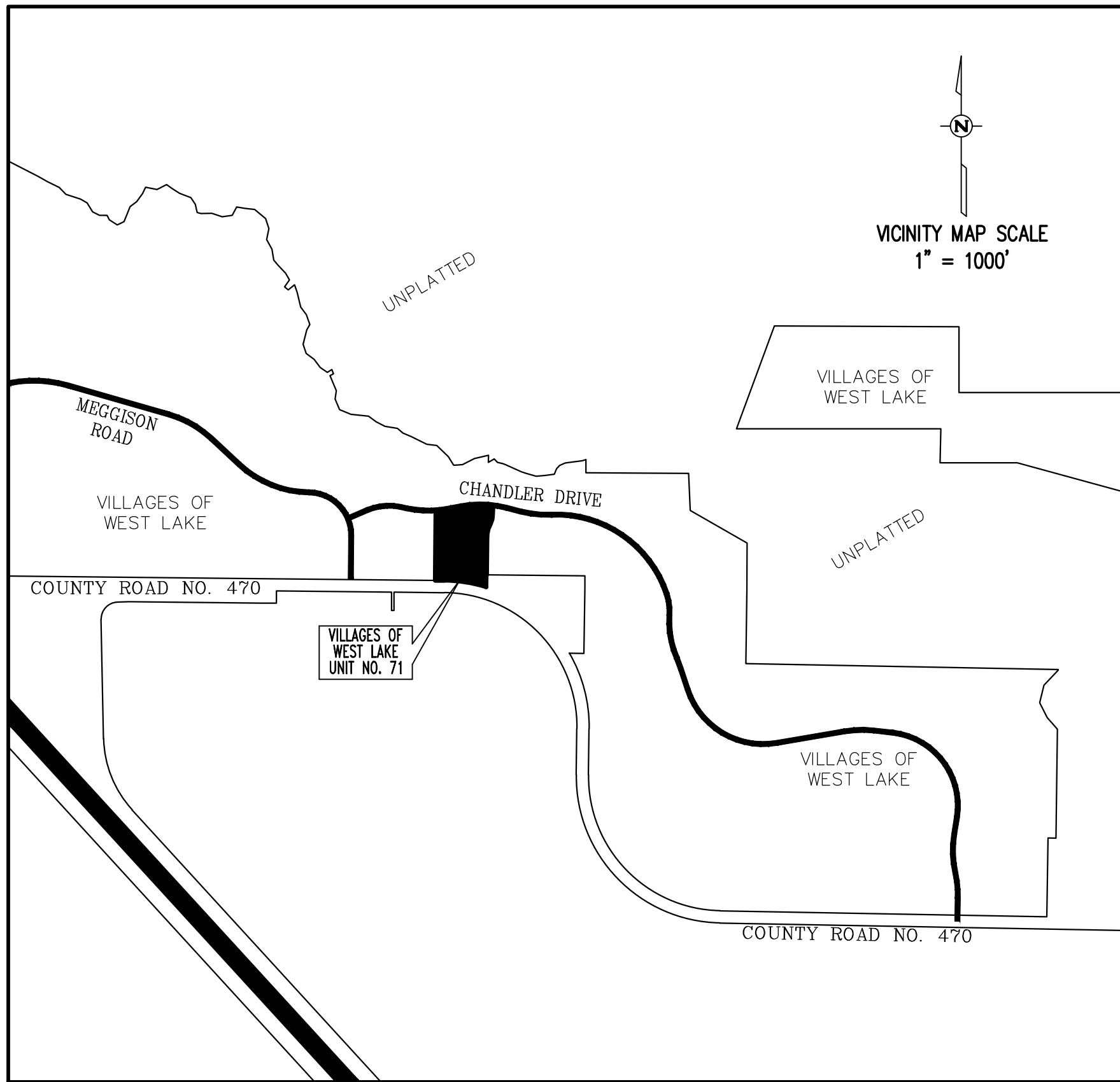
STATEMENT OF REVIEWER

"PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, AND FIND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED HOWEVER, THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY OF THE COORDINATES, POINTS OR MEASUREMENTS SHOWN ON THIS PLAT."

_____, DATE: _____
SIGNATURE _____
_____, REGISTRATION NUMBER _____
PRINT NAME _____
WADE SURVEYING, INC. FOR CITY OF LEESBURG, FLORIDA

SEAL

VICINITY MAP



45 LOTS – 6 TRACTS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE ALONG THE EAST LINE THEREOF RUN N00°30'28"E, 100.00 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE THEREOF RUN N89°24'17"W, 803.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE N89°24'17"W, 4.68 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE ALONG THE WEST LINE OF SAID LANDS RUN S00°30'28"W, 99.99 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1,196.40 FEET AND A CHORD BEARING AND DISTANCE OF N81°05'39"W, 345.85 FEET TO WHICH A RADIAL LINE BEARS N17°12'59"E; SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11670-2601); THE FOLLOWING TWO (2) COURSES BEING ALONG SAID NORTHERLY RIGHT OF WAY LINE: RUN WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°37'16", AN ARC DISTANCE OF 347.07 FEET TO THE POINT OF TANGENCY; THENCE N89°24'17"W, 75.26 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE RUN N00°35'43"E, 551.59 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 871.50 FEET AND A CHORD BEARING AND DISTANCE OF N82°41'26"E, 105.00 FEET TO WHICH A RADIAL LINE BEARS S03°51'21"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°54'25", AN ARC DISTANCE OF 105.06 FEET TO THE POINT OF TANGENCY; THENCE N79°14'13"E, 107.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 828.50 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°55'03", AN ARC DISTANCE OF 259.09 FEET; THENCE ALONG A NON-TANGENT LINE RUN S02°29'04"W, 69.96 FEET; THENCE S07°59'17"W, 24.28 FEET; THENCE S20°19'57"W, 40.00 FEET; THENCE S23°28'34"W, 45.31 FEET; THENCE S12°37'36"W, 40.24 FEET; THENCE S01°34'38"W, 40.33 FEET; THENCE S00°35'43"W, 295.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.92 ACRES, MORE OR LESS.

NOTES:

- 1.) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AS DERIVED FROM THE L-1 NET NETWORK (TOPNET GNSS NETWORK). AS A REFERENCE, THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST, HAS A BEARING OF NORTH 00°30'28" EAST.
- 2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- 3.) ALL DISTANCES SHOWN ARE IN FEET.
- 4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.
- 5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.
- 6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.
- 7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.
- 8.) TRACTS "A", "B" AND "F" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.
- 9.) TRACTS "C", "D" AND "E" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.
- 10.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (B) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY WILDWOOD UTILITY DEPENDENT DISTRICT, OR ITS ASSIGNS, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, SUBDIVISION, OR THE PUBLIC; (C) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, OR ITS ASSIGNS, OR THE CITY OF LEESBURG; (D) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY; (E) MAINTENANCE AND REPAIR TO THE TOP AND EXTERIOR OF THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACT F OF THE SUBDIVISION; AND (F) MAINTENANCE AND REPAIR, INCLUDING STRUCTURAL REPAIR, TO THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACTS C, D, AND E OF THE SUBDIVISION.
- 11.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

PREPARED BY:



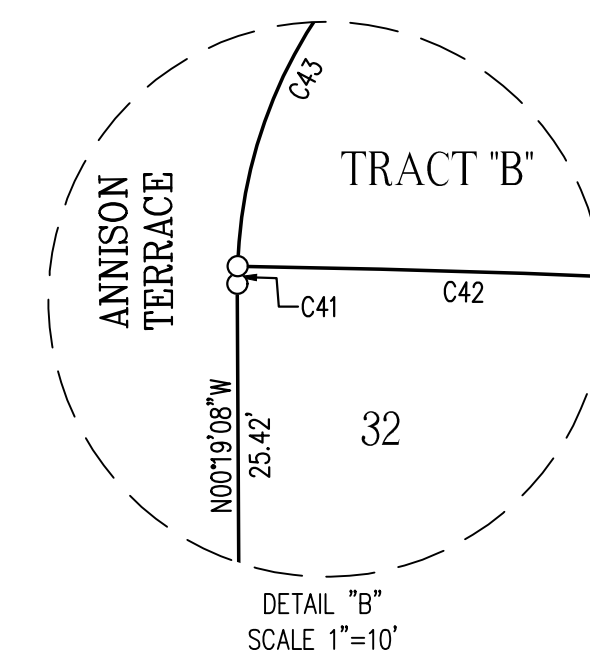
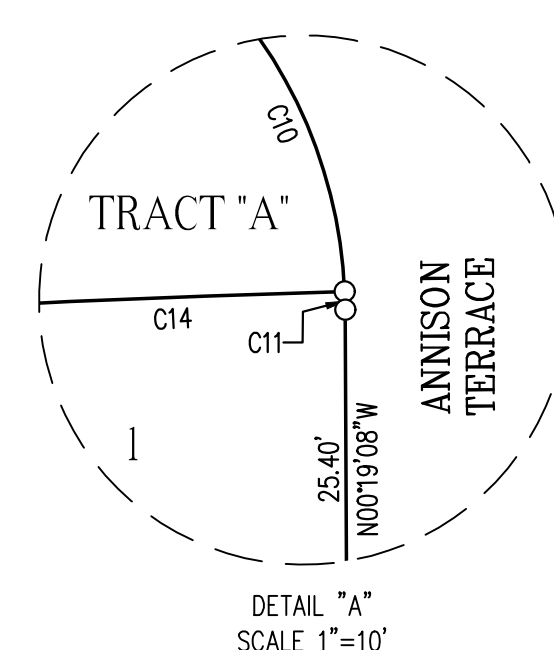
CFB
CLYMER
FARNER
BARLEY

SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB8498

PAGE _____

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	8,516	0.195
B	2,105	0.048
C	71	0.002
D	70	0.002
E	72	0.002
F	8,444	0.194

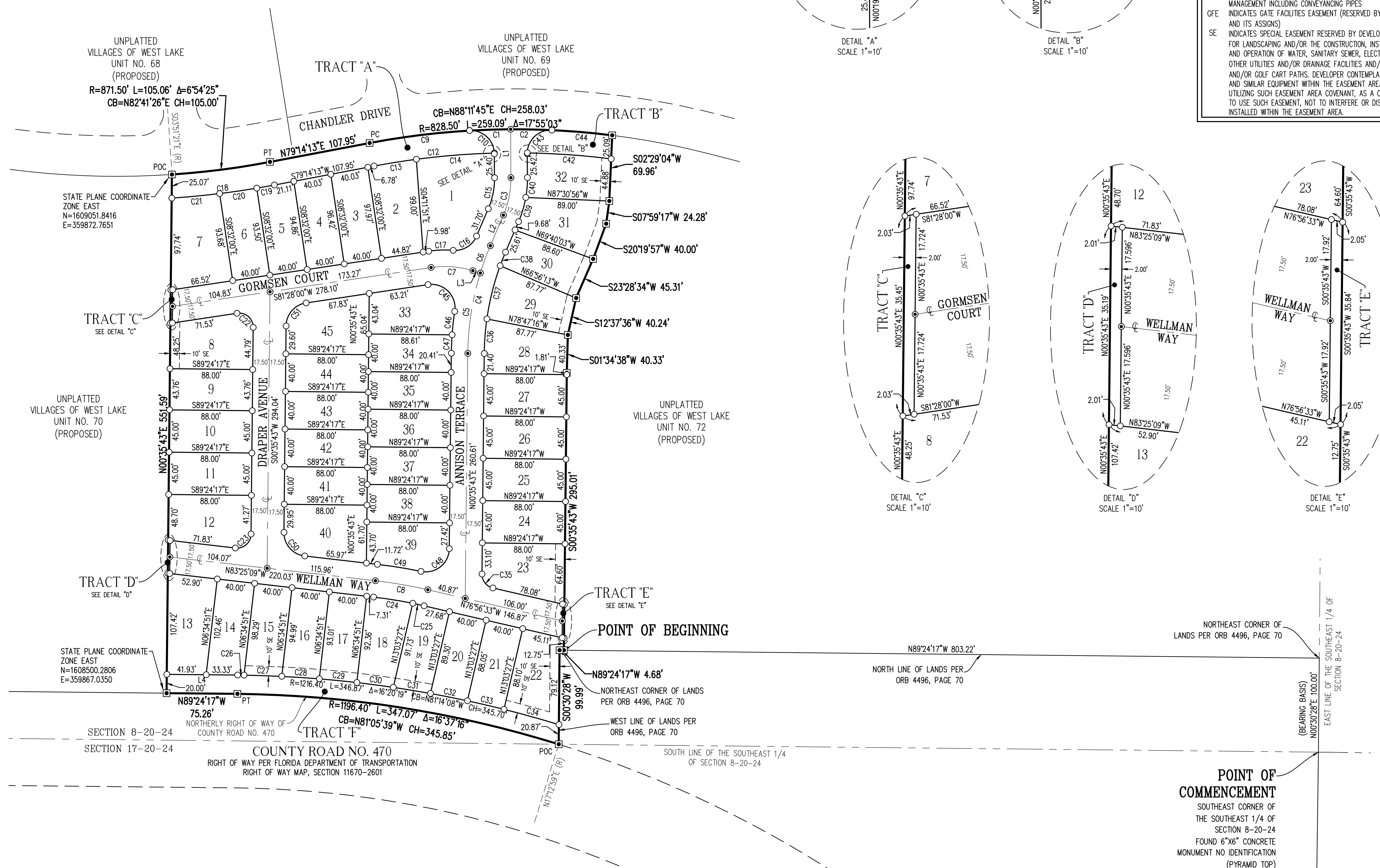
LINE TABLE		
LINE	LENGTH	BEARING
L1	51.53'	N0°19'08"W
L2	35.29'	N23°05'37"E
L3	8.34'	N72°49'17"W
L4	75.26'	N89°24'17"W



LEGEND

■	INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.		
▣	INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709)		
⊙	INDICATES P.C. NAIL AND DISK PERMANENT CONTRA. POINT (P.C.P.) LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.		
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #8)		
C9	INDICATES CURVE NUMBER IN CURVE TABLE		
L9	INDICATES LINE NUMBER IN LINE TABLE		
U	INDICATES CENTERLINE		
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)		
Δ	INDICATES CHORD BEARING		
CH	INDICATES CHORD DISTANCE		
L	INDICATES ARC LENGTH	PB	INDICATES PLAT BOOK
LB	INDICATES LICENSED BUSINESS	PG	INDICATES PAGE
NO	INDICATES NUMBER	PGS	INDICATES PAGES
ORB	INDICATES OFFICIAL RECORDS BOOK	SQ FT	INDICATES SQUARE FEET
PC	INDICATES POINT OF CURVATURE	R/W	INDICATES RIGHT-OF-WAY
POC	INDICATES POINT ON CURVE		
POC	INDICATES POINT OF COMPOUND CURVATURE		
PRC	INDICATES POINT OF REVERSE CURVATURE		
PT	INDICATES POINT OF TANGENCY		
R	INDICATES RADIUS LENGTH		
(R)	INDICATES RADIAL LINE		
DRA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES		
GFE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)		
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT ARE DEEMED CONSENT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.		

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	43.85'	828.50'	3'01°57'	S88°09'12"W	43.84'
C2	43.84'	828.50'	3'01°54'	N88°48'53"W	43.83'
C3	40.88'	100.00'	23°25'29"	N11°22'52"E	40.60'
C4	117.80'	300.00'	22°29'54"	S11°50'40"W	117.05'
C5	86.83'	300.00'	16°35'00"	S08°53'13"W	86.53'
C6	30.97'	300.00'	5°54'54"	S20°08'10"W	30.96'
C7	44.88'	100.00'	25°42'42"	N85°40'39"W	44.50'
C8	56.52'	500.00'	6°28'36"	N80°10'51"W	56.49'
C9	107.01'	828.50'	7°24'00"	S82°56'14"W	106.9'
C10	39.66'	25.00'	90°53'28"	N47°55'02"W	35.63'
C11	0.94'	25.00'	2'09'10"	N01°23'43"W	0.94'
C12	128.77'	803.50'	9'10'57"	S83°49'42"W	128.6'
C13	45.54'	803.50'	3'14'50"	S80°51'38"W	45.53'
C14	83.24'	803.50'	5'56'07"	S85°27'07"W	83.20'
C15	33.73'	82.50'	23°25'29"	N11°22'52"E	33.49'
C16	31.03'	25.00'	7'10'713"	N58°39'14"E	29.08'
C17	26.14'	117.50'	12°44'50"	S87°50'25"W	26.09'
C18	110.02'	896.50'	7'01'53"	N82°45'10"E	109.9'
C19	18.92'	896.50'	1'12'32"	N79°50'30"E	18.92'
C20	41.00'	896.50'	2'33'24"	N81°43'28"E	41.00'
C21	51.07'	896.50'	3'15'57"	N84°38'08"E	51.09'
C22	25.95'	15.00'	99'07'43"	N48°58'09"W	22.83'
C23	25.13'	15.00'	95°59'09"	N48°35'17"E	22.29'
C24	42.22'	482.50'	5'00'47"	N80°54'45"W	42.20'
C25	12.33'	482.50'	1'27'49"	N77°40'27"W	12.33'
C26	6.89'	1216.40'	0'79'28"	N89°14'33"W	6.89'
C27	40.14'	1216.40'	1'53'26"	N88°06'06"W	40.13'
C28	40.15'	1216.40'	1'53'11"	N88°21'48"E	40.05'
C29	40.01'	1216.40'	1'53'04"	N84°21'40"W	40.00'
C30	39.13'	1216.40'	1'50'36"	N82°29'50"W	39.13'
C31	40.08'	1216.40'	1'53'17"	N80°37'54"W	40.08'
C32	40.02'	1216.40'	1'53'06"	N78°44'42"W	40.02'
C33	40.00'	1216.40'	1'53'03"	N76°51'37"W	40.00'
C34	60.55'	1216.40'	2'51'07"	N74°29'32"W	60.54'
C35	20.30'	15.00'	77°32'15"	S38°10'25"E	18.79'
C36	37.01'	282.50'	3'70'22"	S40°20'54"W	36.98'
C37	58.43'	282.50'	11°51'03"	S14°01'37"W	58.33'
C38	15.49'	282.50'	3'08'29"	S21°31'23"W	15.49'
C39	26.89'	117.50'	13°06'45"	N16°32'14"E	26.83'
C40	21.15'	117.50'	10°18'44"	N04°49'30"E	21.12'
C41	0.93'	25.00'	2'07'43"	S00°44'43"W	0.93'
C42	89.50'	803.50'	6°22'56"	N85°53'27"W	89.45'
C43	39.66'	25.00'	90°53'30"	S41°01'19"W	35.63'
C44	64.39'	828.50'	4°27'12"	N85°04'20"W	64.38'
C45	46.77'	25.00'	107°10'52"	N44°56'34"W	40.24'
C46	25.01'	317.50'	4'30'51"	S06°23'26"W	25.01'
C47	19.61'	317.50'	3'32'18"	S02°21'52"W	19.60'
C48	44.15'	25.00'	101°11'35"	N51°11'30"E	38.63'
C49	47.03'	517.50'	5'12'27"	N80°48'55"W	47.02'
C50	36.66'	25.00'	84°00'51"	S41°24'42"E	33.46'
C51	35.29'	25.00'	54°01'19"	S41°01'19"E	32.43'



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: October 24, 2022

From: Dan Miller, (Planning and Zoning Director), Christine Rock, (Senior Planner)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 72, a subdivision of the City of Leesburg, Florida, being a portion of Sections 8 and 9, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 72)

Staff Recommendation:

Staff recommends approval of the plat for Villages of West Lake Unit No. 72 Subdivision.

Analysis:

The property is generally located east of the Florida Turnpike and north of County Road 470. The proposal is for approval of a plat consisting of 50 single-family residential lots. The review process for zoning, site plan and construction plans has been completed. Approval of this plat will complete the project review process and allow for the applicant(s) to apply for building permits, construct, and sell homes within this new subdivision.

Procurement Analysis:

N/A

Options:

1. Approve the request for a plat of the new Villages of West Lake Unit No. 72 subdivision; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

No direct fiscal impact will result from this action. However, a future positive fiscal impact will result from the completion of the homes to be constructed in this project, in the form of ad valorem taxes, impact fees and utility fees.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A PLAT FOR VILLAGES OF WEST LAKE UNIT NO. 72, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTIONS 8 AND 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND ACCEPTING AND DEDICATING TO THE USE OF THE PUBLIC ANY EASEMENTS OR PUBLIC PLACES SHOWN THEREON AS BEING DEDICATED TO THE PUBLIC; AND PROVIDING AN EFFECTIVE DATE. (VILLAGES OF WEST LAKE UNIT NO. 72)

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the plat of the following described lands, which is named Villages of West Lake Unit No. 72 is hereby approved and accepted by the City of Leesburg, Florida; being

A PARCEL OF LAND LYING WITHIN SECTIONS 8 AND 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE ALONG THE EAST LINE THEREOF RUN N00°30'28"E, 100.00 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, FOR THE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE THEREOF RUN N89°24'17"W, 803.22 FEET; THENCE DEPARTING SAID NORTH LINE RUN N00°35'43"E, 295.01 FEET; THENCE N01°34'38"E, 40.33 FEET; THENCE N12°37'36"E, 40.24 FEET; THENCE N23°28'34"E, 45.31 FEET; THENCE N20°19'57"E, 40.00 FEET; THENCE N07°59'17"E, 24.28 FEET; THENCE N02°29'04"E, 69.96 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 828.50 FEET AND A CHORD BEARING AND DISTANCE OF S79°12'51"E, 104.95 FEET TO WHICH A RADIAL LINE BEARS N07°09'16"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°15'45", AN ARC DISTANCE OF 105.02 FEET TO THE POINT OF TANGENCY; THENCE S75°34'58"E, 122.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 871.50 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°58'14", AN ARC DISTANCE OF 258.13 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 928.50 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°35'36", AN ARC DISTANCE OF 268.90 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93°10'21", AN ARC DISTANCE OF 40.65 FEET TO THE POINT OF TANGENCY; THENCE S17°12'45"W, 37.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 116.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 63°59'44", AN ARC DISTANCE OF 130.12 FEET; THENCE ALONG A NON-TANGENT LINE RUN S42°21'52"W, 42.47 FEET; THENCE S00°25'49"W, 233.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.97 ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 72 Plat attached)

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of October 2022.

Mayor

ATTEST:

City Clerk

VILLAGES OF WEST LAKE UNIT NO. 72

SECTIONS 8 AND 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 1 OF 2

PLAT BOOK _____

PAGE _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES LAND COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF WEST LAKE UNIT NO. 72, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF LEESBURG AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C" AND "D" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14.

WITNESSES: THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

(1) _____
SIGNATURE
PRINT NAME
(2) _____
SIGNATURE
PRINT NAME
BY: _____
MARTIN L. DZURO,
MANAGER

WITNESSES: VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14

(1) _____
SIGNATURE
PRINT NAME
(2) _____
SIGNATURE
PRINT NAME
BY: _____
C. DALE BORROWMAN,
CHAIR

(1) _____
SIGNATURE
PRINT NAME
(2) _____
SIGNATURE
PRINT NAME

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____
SEAL

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY C. DALE BORROWMAN, THE CHAIR OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____
SEAL

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A REGISTERED SURVEYOR AND MAPPER, FULLY LICENSED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER HER SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL OF THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.

_____, DATE: _____
KAYE M. JAMESON, P.S.M. – REGISTRATION NUMBER 5912
CLYMER FARNER BARLEY SURVEY, LLC. – LICENSED BUSINESS NO. 8498
4450 N.E. 83RD ROAD
WILDWOOD, FLORIDA 34785

SEAL

STATEMENT OF REVIEWER

"PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, AND FIND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED HOWEVER, THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY OF THE COORDINATES, POINTS OR MEASUREMENTS SHOWN ON THIS PLAT."

_____, DATE: _____
SIGNATURE
_____, REGISTRATION NUMBER _____
PRINT NAME
WADE SURVEYING, INC. FOR CITY OF LEESBURG, FLORIDA

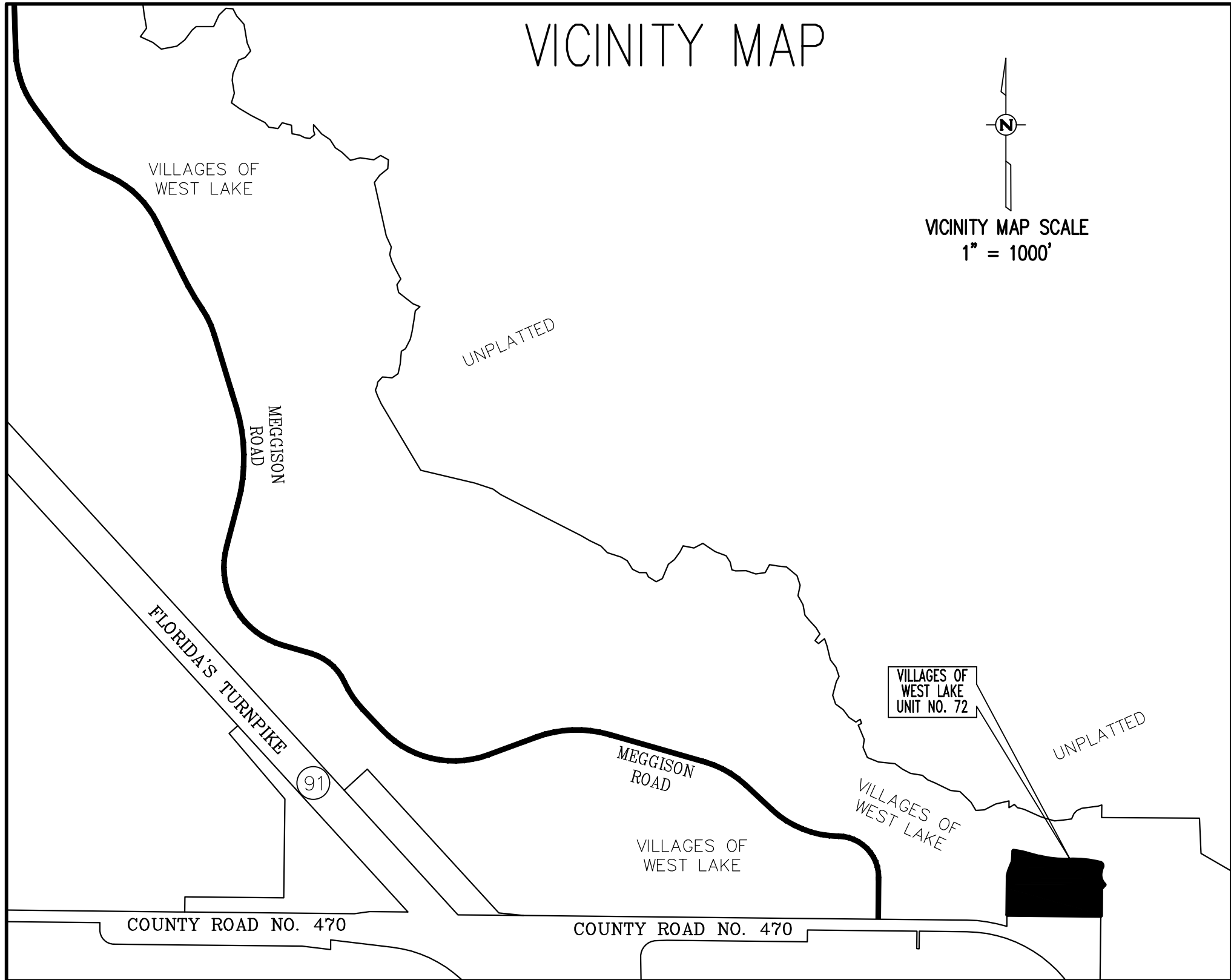
SEAL

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTIONS 8 AND 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE ALONG THE EAST LINE THEREOF RUN N00°30'28"E, 100.00 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, FOR THE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE THEREOF RUN N89°24'17"W, 803.22 FEET; THENCE DEPARTING SAID NORTH LINE RUN N00°55'43"E, 295.01 FEET; THENCE N01°34'38"E, 40.33 FEET; THENCE N12°37'36"E, 40.24 FEET; THENCE N23°28'34"E, 45.31 FEET; THENCE N201°57'E, 40.00 FEET; THENCE N07°59'17"E, 24.28 FEET; THENCE N02°29'04"E, 69.96 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 828.50 FEET AND A CHORD BEARING AND DISTANCE OF S79°12'51"E, 104.95 FEET TO WHICH A RADIAL LINE BEARS N07°09'16"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°15'45", AN ARC DISTANCE OF 105.02 FEET TO THE POINT OF TANGENCY; THENCE S75°34'58"E, 122.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 871.50 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°58'14", AN ARC DISTANCE OF 258.13 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 928.50 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°35'36", AN ARC DISTANCE OF 268.90 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93°10'21", AN ARC DISTANCE OF 40.65 FEET TO THE POINT OF TANGENCY; THENCE S17°12'45"W, 37.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 116.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 63°59'44", AN ARC DISTANCE OF 130.12 FEET; THENCE ALONG A NON-TANGENT LINE RUN S42°21'52"W, 42.47 FEET; THENCE S00°25'49"W, 233.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.97 ACRES, MORE OR LESS.



50 LOTS – 4 TRACTS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AS DERIVED FROM THE L-NET NETWORK (TOPNET ONSS NETWORK). AS A REFERENCE, THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST, HAS A BEARING OF SOUTH 00°32'36" WEST.

2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

3.) ALL DISTANCES SHOWN ARE IN FEET.

4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.

5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.

6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.

7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

8.) TRACT "A" IS FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.

9.) TRACTS "B", "C" AND "D" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.

10.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (B) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY WILDWOOD UTILITY DEPENDENT DISTRICT, OR ITS ASSIGNS, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, SUBDIVISION, OR THE PUBLIC; (C) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, OR ITS ASSIGNS, OR THE CITY OF LEESBURG; (D) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY; AND (E) MAINTENANCE AND REPAIR, INCLUDING STRUCTURAL REPAIR, TO THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACT D OF THE SUBDIVISION

11.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

VILLAGES OF WEST LAKE UNIT NO. 72 CONVEYANCE AND GRANT OF EASEMENTS TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES LAND COMPANY, LLC, (THE DEVELOPER) IN TRACTS "A", "B", "C" AND "D" AND THE ROADWAYS SHOWN ON THIS PLAT OF VILLAGES OF WEST LAKE UNIT NO. 72 IS HEREBY SOLD, CONVEYED AND SET OVER TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT): (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, ENJOYMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES; AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACTS AND ROADWAYS (INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

THE DEVELOPER ALSO GRANTS TO THE DISTRICT NON-EXCLUSIVE, PERPETUAL EASEMENTS OVER, ACROSS AND UPON ANY SPECIAL EASEMENTS SHOWN HEREON FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES LOCATED THEREON.

THE DISTRICT, BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN THE TRACTS LISTED ABOVE, INCLUDING ALL IMPROVEMENTS CONSTRUCTED THEREON AND DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS PERPETUALLY, AND MAINTAIN THE ROADWAYS AND DRAINAGE FEATURES LYING WITHIN SUCH ROADWAYS FOR TWO YEARS AFTER THE CITY ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED.

WITNESSES AS TO ALL THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

SIGNATURE _____
PRINT NAME _____
BY: _____
MARTIN L. DZURO, MANAGER

SIGNATURE _____
PRINT NAME _____

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____
SEAL

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE CITY COMMISSION OF THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, AND APPROVED BY THE SAID CITY COMMISSION FOR RECORD OF SAID CITY ON THE _____ DAY OF _____, 20____, PROVIDED THAT THIS PLAT IS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA, WITHIN (90) DAYS UNLESS AN EXTENSION IS GRANTED FROM THE DATE OF APPROVAL BY SAID COMMISSION.

ATTEST: CITY CLERK MAYOR/COMMISSIONER
SIGNATURE _____ SIGNATURE _____
PRINT NAME _____ PRINT NAME _____

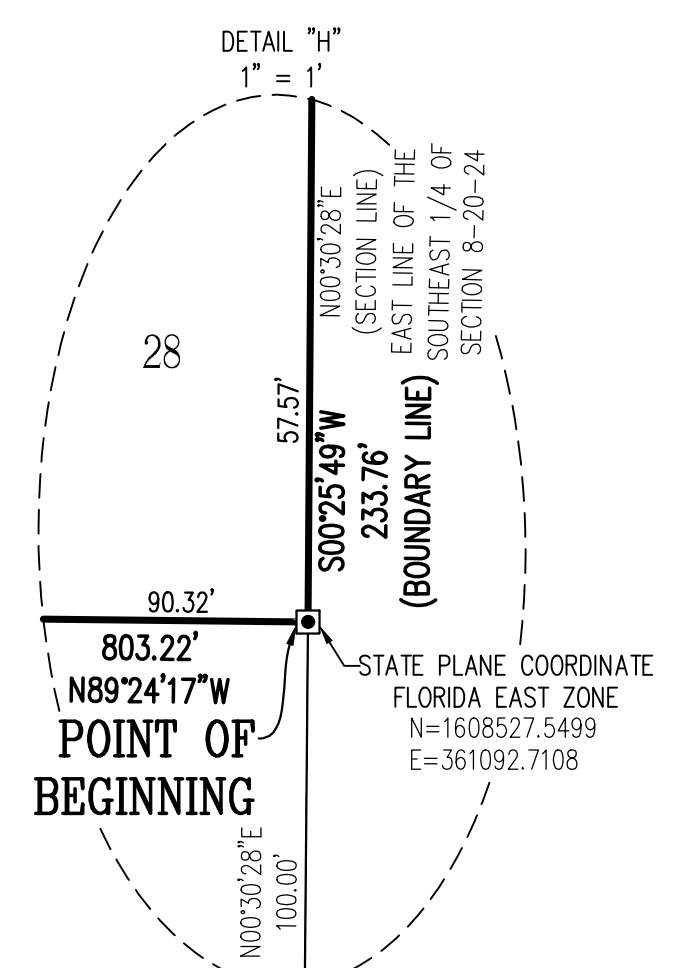
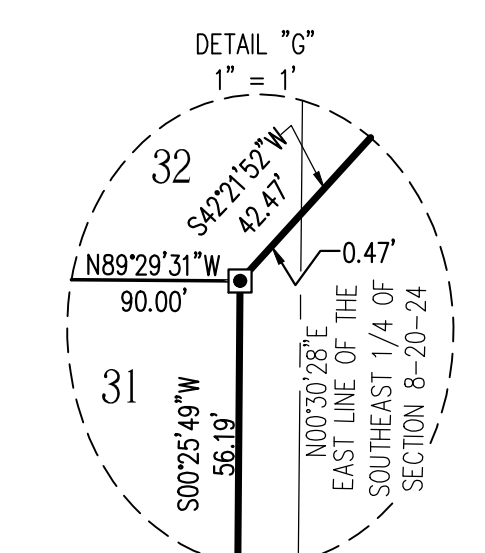
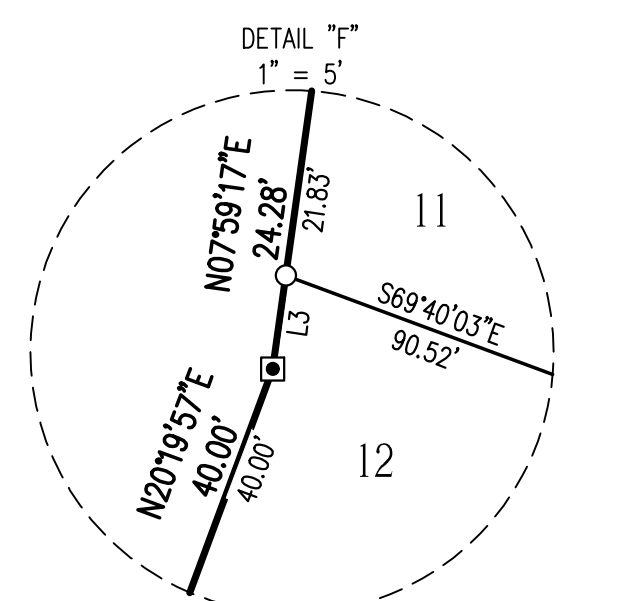
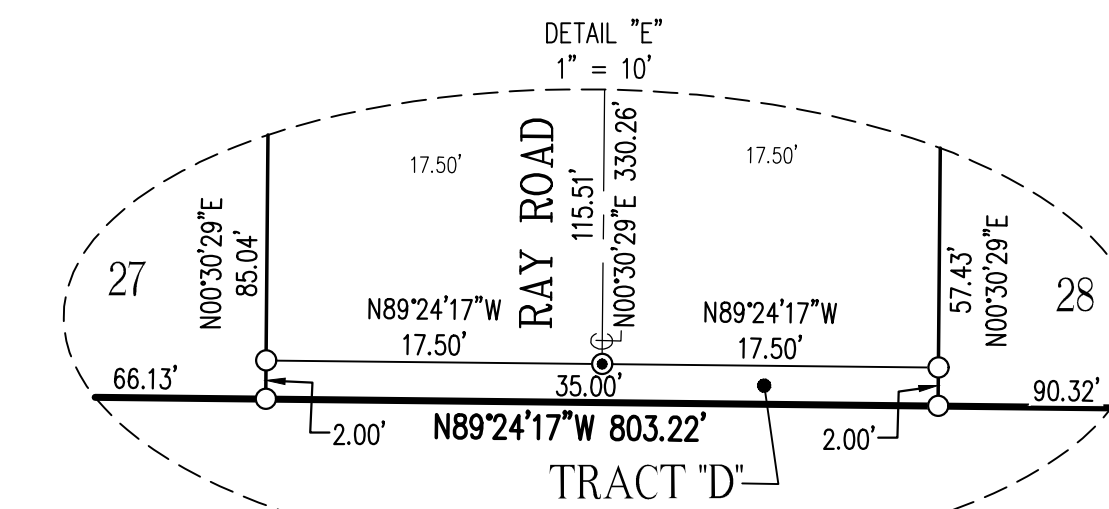
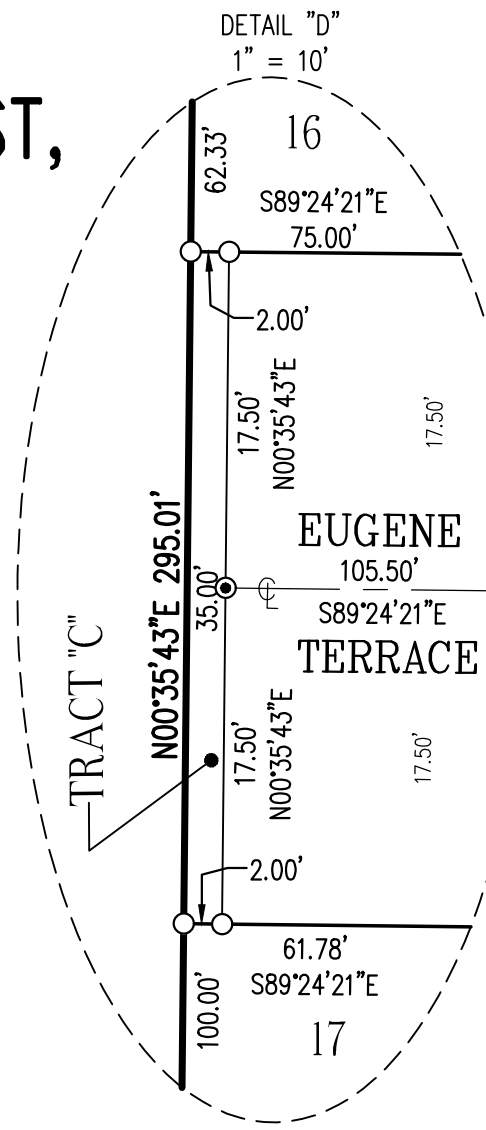
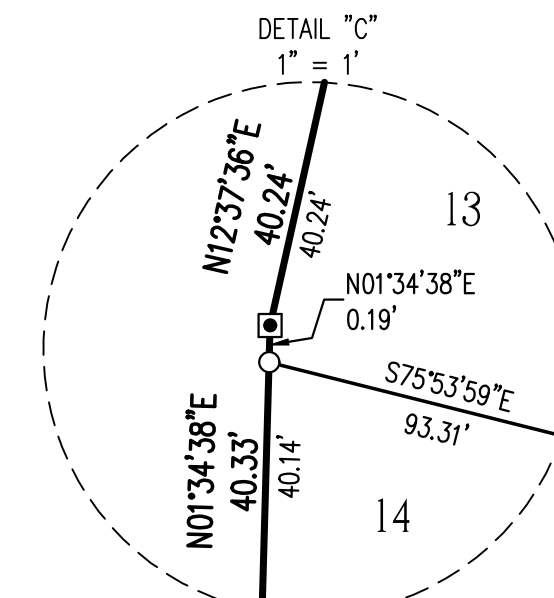
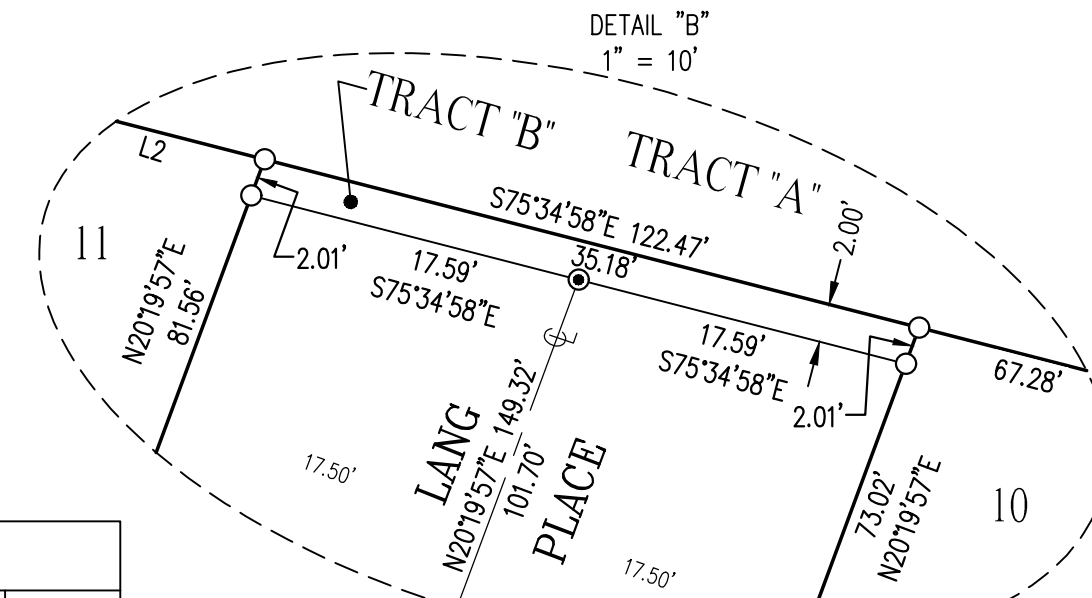
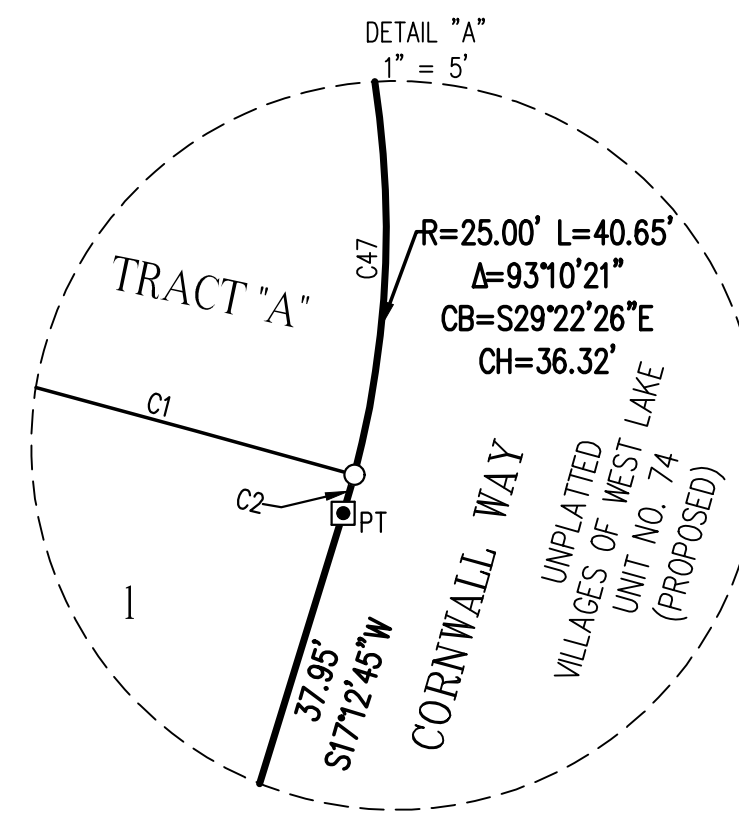
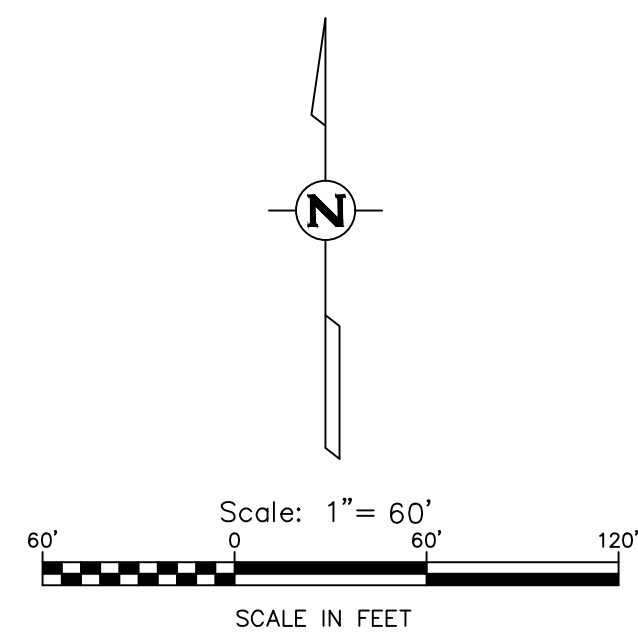
VILLAGES OF WEST LAKE UNIT NO. 72

SECTIONS 8 AND 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 2 OF 2

PLAT BOOK

PAGE



LINE TABLE		
LINE	LENGTH	BEARING
L1	3.06'	S89°24'21"E
L2	10.62'	S75°34'58"E
L3	2.45'	S7°59'17"W
L4	17.63'	S23°28'34"W
L5	27.68'	S23°28'34"W
L6	7.96'	N20°19'57"E
L7	12.22'	S89°24'21"E
L8	8.78'	N78°31'31"W
L9	5.12'	N20°19'57"E
L10	3.84'	S77°36'37"W

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	19,294	0.443
B	70	0.002
C	70	0.002
D	70	0.002

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	80.22'	903.50'	5°05'15"	N76°55'06"W	80.20'
C2	1.04'	25.00'	2°22'47"	N16°01'21"E	1.04'
C3	23.02'	116.50'	11°19'14"	S11°33'08"W	22.98'
C4	37.45'	25.00'	85°50'01"	N48°48'31"E	34.05'
C5	18.92'	82.50'	13°08'27"	S81°42'14"E	18.88'
C6	38.19'	267.50'	8°10'45"	N79°13'23"W	38.15'
C7	28.45'	267.50'	6°05'35"	N86°21'34"W	28.43'
C8	75.63'	903.50'	4°47'45"	N81°51'36"W	75.61'
C9	60.11'	903.50'	3°48'42"	N86°09'50"W	60.10'
C10	60.01'	903.50'	3°48'21"	N89°58'21"W	60.00'
C11	10.69'	903.50'	0°40'41"	S87°47'08"W	10.69'
C12	49.35'	896.50'	3°09'14"	N89°01'25"E	49.34'
C13	60.05'	896.50'	3°50'15"	S87°28'51"E	60.03'
C14	63.39'	482.50'	7°31'41"	S85°38'31"E	63.35'
C15	58.60'	896.50'	3°44'42"	S83°41'23"E	58.59'
C16	52.66'	896.50'	3°21'56"	S80°08'04"E	52.65'
C17	67.05'	482.50'	7°57'42"	S77°53'49"E	66.99'
C18	35.78'	482.50'	4°14'56"	S71°47'30"E	35.77'
C19	44.89'	896.50'	2°52'07"	S77°01'02"E	44.88'
C20	23.56'	15.00'	90°00'00"	S24°40'03"E	21.21'
C21	99.81'	803.50'	7°07'01"	N79°08'29"W	99.74'
C22	50.05'	217.50'	13°11'08"	S13°44'24"W	49.94'
C23	24.87'	217.50'	6°33'07"	S03°52'16"W	24.86'
C24	23.56'	15.00'	89°59'56"	N45°35'41"E	21.21'
C25	23.54'	15.00'	89°54'50"	N44°26'56"W	21.20'
C26	35.20'	116.50'	17°18'38"	S38°07'40"E	35.06'
C27	29.19'	25.00'	66°54'23"	N62°55'33"W	27.56'
C28	41.33'	117.50'	20°09'20"	S86°18'04"E	41.12'
C29	45.06'	25.00'	103°16'07"	S52°08'32"W	39.20'
C30	39.23'	25.00'	89°54'50"	N44°26'56"W	35.33'
C31	43.20'	517.50'	4°46'58"	S87°00'52"E	43.18'
C32	53.64'	517.50'	5°56'19"	S81°39'14"E	53.61'
C33	53.53'	517.50'	5°55'34"	S75°43'18"E	53.50'
C34	27.92'	517.50'	3°05'28"	S71°12'46"E	27.92'
C35	39.27'	25.00'	90°00'00"	S65°19'57"W	35.36'
C36	62.87'	182.50'	19°44'15"	S10°27'50"W	62.56'
C37	39.27'	25.00'	90°00'04"	S44°24'19"E	35.36'
C38	39.31'	25.00'	90°05'10"	N45°33'04"E	35.38'
C39	37.02'	116.50'	18°12'27"	S03°12'43"E	36.87'
C40	34.89'	116.50'	17°09'25"	S20°53'39"E	34.75'
C41	47.57'	100.00'	27°15'23"	S88°45'42"E	47.12'
C42	62.27'	250.00'	14°16'20"	N82°16'11"W	62.11'
C43	51.06'	250.00'	11°42'05"	N80°59'03"W	50.97'
C44	11.22'	250.00'	2°34'16"	N88°07°13"W	11.22'
C45	172.25'	500.00'	19°44'18"	S79°32'12"E	171.40'
C46	68.90'	200.00'	19°44'15"	S10°27'50"W	68.56'
C47	39.62'	25.00'	90°47'34"	N30°33'49"W	35.60'
C48	286.66'	903.50'	18°10'44"	N83°27'50"W	285.46'
C49	265.54'	896.50'	16°58'14"	S84°04'05"E	264.57'

LEGEND

■ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.

□ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709) INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.

○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #5.)

C9 INDICATES CURVE NUMBER IN CURVE TABLE
L9 INDICATES LINE NUMBER IN LINE TABLE
Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB INDICATES CHORD BEARING
CH INDICATES CHORD DISTANCE
L INDICATES ARC LENGTH
LB NO. INDICATES LICENSED BUSINESS
ORB INDICATES OFFICIAL RECORDS BOOK
PC INDICATES POINT OF CURVATURE
POC INDICATES POINT ON CURVE
PRC INDICATES POINT OF REVERSE CURVATURE
PT INDICATES POINT OF TANGENCY
R INDICATES RADIUS LENGTH
(R) INDICATES RADIAL LINE
DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS; DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

PB INDICATES PLAT BOOK
PG INDICATES PAGE
PSS INDICATES PAGES
SQ FT INDICATES SQUARE FEET
R/W INDICATES RIGHT-OF-WAY



PREPARED BY:



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: October 24, 2022

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Lease Renewal Agreement, between the City of Leesburg and Orlando Financial Corporation; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Lease Renewal Agreement.

Analysis:

By Resolution 10,092, dated November 27, 2017, the City executed a lease agreement with Orlando Financial Corporation, for property located at 8950 Airport Boulevard at the Leesburg International Airport. The lease allowed for one (1) 5-year renewal. Lessee has requested to renew the lease for the allowable five (5) years, extending the term to November 31, 2027. All terms of the 2017 lease remain unchanged and in effect and is attached for reference.

The Airport Advisory Board reviewed the Lease Renewal Agreement at its October 13, 2022 meeting and unanimously recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the Lease Renewal Agreement; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Aside from bi-annual CPI increases, the lease renewal generates the same revenue as the prior agreement. The current annual revenue is \$44,057.88.

Account No. 048-0000-362.02-00

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
LEASE RENEWAL AGREEMENT, BETWEEN THE CITY OF LEESBURG
AND ORLANDO FINANCIAL CORPORATION; AND PROVIDING AN
EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Orlando Financial Corporation, whose address is 699 East Fifth Ave, Mount Dora, FL 32757.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of October 2022.

Mayor

ATTEST:

City Clerk

LEASE RENEWAL AGREEMENT

THIS LEASE RENEWAL AGREEMENT ("Renewal"), is hereby entered into on the _____ day of _____, 2022, by and between the **CITY OF LEESBURG**, a Florida Municipal corporation ("Landlord"), and **ORLANDO FINANCIAL CORPORATION**, a Delaware corporation registered to do business in Florida ("Tenant"), whose address is 699 East Fifth Ave, Mount Dora, FL 32757.

RECITALS:

WHEREAS, Landlord and Kenneth M. Mazik, President of Orlando Financial Corporation, entered into a lease agreement dated December 1, 2017 (the "Lease") involving property located at 8950 Airport Blvd, Leesburg, Florida (the "Premises");

WHEREAS, the Lease shall expire on November 30, 2022, and pursuant to paragraph 1 of the Lease allows for renewal of the Lease for an additional term of 60 months; and

WHEREAS, the Landlord and Tenant desire to renew the Lease under the terms and conditions set forth herein.

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

1. **Recitals.** The foregoing recitals are true and correct and are expressly incorporated herein by this reference.

2. **Renewal.** Execution of this Lease Renewal Agreement constitutes a renewal of the Lease and extends the term of the Lease to November 30, 2027.

3. **Terms of Renewal.** All provisions of the Lease unaffected by this Renewal shall remain in full force and effect, except the following which shall be modified or amended as follows:

(a) Paragraph 2. RENT. shall be amended as follows:

Rent shall be paid monthly in the amount of \$3,671.49 per month, *plus* applicable sales tax.

4. **Incorporation of Renewal.** This Lease Renewal Agreement shall be attached to, and deemed incorporated into, the Lease as if fully set forth, and as if an original part. Except as expressly amended hereby, all terms, conditions, and provisions of the Lease remain in full force and effect.

5. **Effective Date.** The effective date of this Lease Renewal Agreement, including all the provisions which are renewed and amended, is December 1, 2022.

6. **Counterparts.** To facilitate execution, this Addendum may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties be contained in any one counterpart hereof. Additionally, the parties hereto hereby covenant and agree that, for purposes of facilitating the execution of this Addendum: (i) the signature pages taken from separate individually executed counterparts of this Addendum may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature shall be deemed to be an original signature for all purposes. All executed counterparts of this Addendum shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Renewal Agreement as of the date first written above.

LANDLORD:

CITY OF LEESBURG, a Florida Municipal corporation

By: _____

Printed Name: _____

Title: _____

TENANT:

ORLANDO FINANCIAL CORPORATION

By: _____

Kenneth M. Mazik, President

RESOLUTION NO. 10,092

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND
CITY CLERK TO EXECUTE A LEASE AGREEMENT WITH
ORLANDO FINANCIAL CORPORATION, AT THE LEESBURG
INTERNATIONAL AIRPORT; AND PROVIDING AN
EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute a lease agreement
with Orlando Financial Corporation, whose address is 699 East Fifth Ave, Mount Dora, FL
32757, for property located at the Leesburg International Airport.

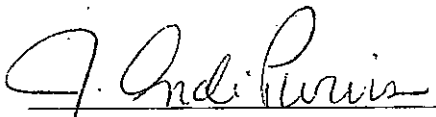
THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a
regular meeting held the 27th day of November 2017.



ROBERT E. BONE, JR., Mayor

ATTEST:



J. ANDI PURVIS, City Clerk

LEASE AGREEMENT

THIS INSTRUMENT, made and entered into the _____ day of _____, 2017, by and between the CITY OF LEESBURG, a Florida Municipal corporation, hereinafter called the Lessor, and ORLANDO FINANCIAL CORPORATION, a Delaware corporation registered to do business in Florida, hereinafter called the Lessee,

WITNESSETH:

Lessor owns the Leesburg International Airport. Lessee desires to rent space at the Airport for the purposes expressed below, and Lessor has consented to lease space to Lessee under the terms and conditions of this document.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. PROPERTY AND TERM. The property which shall be subject to this Lease is described and depicted on Exhibit "A" attached consisting of a legal description and sketch. The term of this Lease shall commence on December 1, 2017, and unless earlier terminated as provided below, will end at midnight on the last day of November, 2022.

If Lessee is not in default under any term, condition or covenant of this Lease or any other agreement between Lessor and Lessee, then Lessee may at the end of the original term renew this Lease for one additional term of 60 months, commencing December 1, 2022, and ending on the last day of November, 2027.

If at the end of the term or any lawfully exercised extension, Lessor does not retake possession of the premises, this Lease shall continue on a month to month basis, subject however to adjustment of Rent by Lessor at any time upon thirty days' written notice.

2. RENT. Rent during the term shall be paid monthly in advance, beginning on December 1, 2017, and continuing on the first day of each consecutive month thereafter for so long as Lessee remains in possession of the premises. Rent initially shall be \$3,329.17 per month, PLUS APPLICABLE SALES TAXES, subject to adjustment biannually as provided below.

On December 1, 2019, and on December 1 every two years after that ("Change Date") for so long as this Lease (including the extension if exercised) remains in effect, the Rent shall be increased by the greater of: (i) 2.0% of the rental amount being paid just prior to each Change Date; or (ii) an amount determined by multiplying

the monthly rent being paid just prior to any Change Date by the percentage increase in the Consumer Price Index (all Urban Consumers, U.S. City Average, 1982-84=100) published by the United States Department of Labor over the entire immediately preceding two years, and adding that product to the monthly rent paid in the preceding two years to establish the rent due for the next two years. There shall be no downward adjustments in rent. If the Consumer Price Index is discontinued, then rental adjustments shall be computed by a comparable or replacement index measuring annual increases in the cost of living. *Each installment of Rent is payable in advance, on the first day of each calendar month, and shall be paid at City Hall, 501 West Meadow Street, Leesburg, Florida 34748, or in such other manner as Lessor may, from time to time, direct by written notice to Lessee.*

Time is of the essence of this Lease, and in particular Lessee acknowledges and agrees that it is responsible for paying the Base Rent promptly on the first day of each month, and that failure to do so within 10 days of the due date will constitute a default under this Lease and entitle Lessor, after first giving three (3) days written notice of default to Lessee, to pursue any remedy allowed by law or under this Lease for a default. If at any time a check given by Lessee to Lessor is returned unpaid, thereafter Lessor may require all future payments under this Lease to be made in cash or by cashier's check.

Any installment of Rent or any other charge accruing under the provisions of this Lease that is not paid when due shall bear interest at the rate of 1.0% per month (12% per annum) from the date when the same was payable by the terms hereof, until the same is paid by Lessee.

If Lessee remains in possession after the expiration of the term on a month to month basis, Lessor may adjust the Rent as allowed by Florida law governing month to month tenancies.

3. USE. Lessee shall use the premises only (i) for office purposes; (ii) for an aircraft storage and hangar facility; (iii) for the operation and maintenance of aircraft-related equipment and maintenance; and (iv) for construction, reconstruction and storage of automobiles owned by Lessee or its affiliated entities, in compliance with all local, state and federal ordinances, laws, rules and regulations, whether now in force or hereafter enacted or amended. All use shall be in full compliance with all local, state and federal ordinances, laws, rules and regulations, whether now in force or hereafter enacted or amended. No aircraft repair, engine rebuilding, or other activity shall be conducted in the premises requiring significant use of solvents for parts cleaning or other purposes, unless Lessee makes all legally required arrangements for the storage and disposal of solvents and associated waste, and Lessor has given its written approval for those arrangements. No other

use shall be made of the premises without the prior, written permission of the Lessor. Lessee shall make no unlawful or offensive use of the premises, nor shall any industrial use be made thereof, nor shall any activity be carried on at the premises which constitutes a nuisance to the public or to surrounding tenants or property.

Except as necessary in conjunction with its permitted activities listed above, Lessee shall not allow the production, use, handling or storage, of dangerous or toxic chemicals or substances (other than aircraft fuel and lubricants commonly utilized in aircraft, while stored within the tanks or containers designed for such storage aboard the aircraft itself), machines or equipment causing excessive noise or dust particles or anything else of any nature whatsoever which would be injurious to the building or property in the reasonable opinion of Lessor. Lessee shall indemnify Lessor against all claims for damages or other relief, plus attorney's fees and costs, due to any production, use, handling, storage, or disposal of any hazardous or toxic wastes or substances by Lessee whatsoever, as such may be defined from time to time by any local, State or Federal agency, whether at the premises or elsewhere. Lessee shall be responsible for the acts and behavior of its officers and employees, licensees, invitees, agents, clients, customers and anyone else on Lessee's premises.

4. INGRESS AND EGRESS. The Lessee, its employees, guests, invitees, and suppliers of materials and services shall have the nonexclusive right of ingress and egress to the premises over roadways established from time to time by Lessor, in common with other tenants at the Leesburg International Airport, and subject to all rules and regulations imposed to assure the security of the Airport, for the purpose of permitting Lessee to enjoy the rights, uses and privileges granted by the Lessor hereunder, together with the right to joint use of the ramps, runways, taxiways, and other facilities provided for aircraft and the public at the airport.

5. UTILITIES. All utilities serving the premises, including but not limited to electricity, water, refuse and garbage service, sewage disposal and pollution abatement charges, telephone and other telecommunications, cable or satellite television or radio service, impact fees (of any type or purpose, including but not limited to water and sewer, roadways, police and fire protection, public schools, parks and recreation or otherwise), pest control, and janitorial service shall be secured and paid for by Lessee, who shall hold Lessor harmless from any loss or damage, including attorney's fees, arising out of failure by Lessee to pay all utility charges when due.

6. TAXES. Lessee shall pay all sales taxes due on the rent under this lease and all personal property taxes assessed against Lessee's property kept at the premises, together with any ad valorem or intangible personal property taxes assessed against this leasehold interest. Lessor is a tax exempt entity,

therefore if any taxes or assessments are levied against Lessor by reason of this Lease or Lessee's occupancy of the premises, Lessee shall pay all such taxes when due.

7. **INSURANCE.** Lessor shall insure the property against damage by fire and other casualties, however such insurance shall protect Lessor's interests only. Lessee is responsible for insuring its own personal property on the premises.. Also, Lessee shall at its expense procure, and maintain in force throughout the term: (i) personal injury and public liability insurance in the amount of \$1,000,000.00 as a single limits policy including death, personal injury, and property damage coverage, showing Lessor as a named insured, (ii) completed operations coverage of not less than \$500,000.00 showing Lessor as an additional insured; and (iii) hangar keepers' coverage. Proof of such insurance shall be provided to Lessor no later than the commencement of the term and upon request by Lessor thereafter for the balance of the term. Lessee shall also procure and maintain any additional insurance coverage which may now or hereafter be required by any rules or regulations adopted by the Lessor and applicable to all airport tenants.

8. **MAINTENANCE.** Lessee shall maintain the interior and exterior of any structures or other improvements on the premises so that they are at all times safe for their intended uses and habitations, and so that they are compliant with applicable codes, and are compatible with the conditions existing elsewhere on the airport. Lessor shall maintain any underground pipe or conduit previously installed by Lessor or its contractors, for the purpose of providing utility services to the premises, but shall not be obligated to maintain any portion of the septic system, or any other underground improvements installed by Lessee or its contractors. Lessor's obligation to maintain underground pipe or conduit shall cease at the point the pipe or conduit either (i) enters the building, or (ii) joins with a meter measuring utility usage. Lessee shall maintain all plumbing, heating and air conditioning systems and components, the roof, doors, windows, and the electrical system and all of its components. Lessee shall maintain all structures in such a manner that at the end of the term, the structures shall be returned to Lessor in good and serviceable condition, without any damage or wear other than and ordinary wear and tear a reasonable person would expect to occur over the life of the Lease term. Lessee's obligation shall extend to, but shall not be limited to, any and all cosmetic maintenance (including exterior and interior painting), all plumbing, electrical, heating and air conditioning systems; all telephone, telecommunication, cable television, natural gas and other utility lines; all mowing and exterior groundskeeping and landscaping. If Lessee fails to carry out its maintenance responsibilities properly, Lessor may give written notice of deficiencies to Lessee, specifying a time within which repairs are to be made, and if Lessee fails to act

within the time specified, Lessor may make *all repairs it deems necessary* and charge the cost thereof to Lessee as additional rent hereunder, to be payable immediately upon demand.

9. FIRE EQUIPMENT. Lessee shall provide and maintain, at Lessee's sole expense, approved fire protection devices adequate for each room of leased premises in accordance with any FAA and City of Leesburg fire safety codes and requirements. Proof of said compliance and regular inspections shall be provided to Lessor at least annually. Notwithstanding anything contained herein to the contrary, Lessee shall not be required to retrofit building or improvements to comply with current codes, including the addition of sprinklers, unless there is a material change in use of the premises, or under such circumstances as may be required by applicable codes due to a material alteration of the structure, or in the case of repairs required by substantial damage to or destruction of the premises.

10. ENTRY AND INSPECTION. At any reasonable time, Lessor may enter the leased premises personally or through a designated agent and conduct an inspection to determine if Lessee is complying with the terms of this lease. If such inspection reveals deficiencies, Lessor may, but shall not be obligated to, make such repairs, or take any other action, as may be necessary to bring Lessee into compliance, and recover the costs thereof either from the deposit, or from Lessee, in which case the costs shall be considered additional rent due immediately from Lessee; failure by Lessee to pay these sums shall be grounds for termination of this lease.

Lessor may show the premises to prospective purchasers and Mortgagees, and during the 90 days prior to termination of this lease, to prospective tenants, during business hours on reasonable notice to Lessee.

11. ADDITIONAL RENT. All taxes, costs, charges, and expenses which Lessee is required by this Lease to pay, together with all interest and penalties thereon which may accrue in the event Lessee fails to pay such amounts, and all damages, costs and expenses (including attorney's fees) which Lessor may incur by reason of any failure by Lessee to comply with the terms of this Lease, shall be deemed to be additional rent, and in the event of nonpayment thereof by Lessee, the Lessor shall have the same rights and remedies with respect thereto as Lessor may have, at law, in equity, or under this lease, for nonpayment of the rent itself.

12. ALTERATIONS AND IMPROVEMENTS. No alterations or improvements to the premises shall be made by Lessee, nor shall any signs be erected, unless Lessor has reviewed the plans and specifications and given its written consent before commencement of any such work. Notwithstanding

anything contained herein to the contrary, Lessee shall be entitled to make alterations, improvements or repairs to the premises that are compatible with the uses permitted hereunder without Lessor's consent. Lessor may require Lessee to remove any unauthorized signs, alterations, or improvements, and to return the premises to their original condition, and if Lessee fails or refuses to do so then Lessor may have the necessary work done and assess the cost against Lessee, to be paid immediately upon demand. All work must conform to applicable codes and be performed by licensed and bonded contractors, and all required building permits, as well as statutory performance and payment bonds, shall be secured. ***At the end of the term or upon any earlier termination of this lease, all alterations and improvements on the premises, not including trade fixtures, shall become the property of Lessor*** and shall not be removed by Lessee, unless prior to termination or within 5 days thereafter Lessor directs removal of any such improvements, in which case lessee shall at its expense remove those improvements specified within 15 days after termination and return the premises to their original condition. All terms of this Lease related to taxes, insurance and maintenance shall continue in force unchanged during the renewal term.

13. **LIENS.** The Lessee shall not have the power or authority to subject the Lessor's interest in the premises to mechanics', laborers' or materialmen's liens of any kind against Lessor's interest during this Lease. If such a lien is filed, Lessee shall cause the premises to be released therefrom within five (5) days of written demand by Lessor, either by payment in full, or by posting of bond which by law releases Lessor's interest from the legal effect of such lien. Prior to commencing work, Lessee shall obtain from any contractor, subcontractor, laborer or materialmen performing work or providing materials for the premises, a waiver of lien whereby such person specifies that he or she will not impose any lien or claim against the real property by reason of the work done or materials provided. Any such work shall be done only under written contract and Lessor shall have the opportunity to approve such contract before work commences.

14. **REPRESENTATIONS OF LESSOR.** In order to induce Lessee to enter into this lease, the Lessor has made the following representations and no others:

A. Lessor has good title to the premises, and the right to enter into this Lease without the joinder or consent of any other person or entity;

B. So long as Lessee performs all the covenants and agreements of this lease, Lessee shall have quiet and undisturbed possession of the premises.

15. REPRESENTATIONS OF LESSEE. In order to induce Lessor to enter into this Lease, the Lessee has made the following representations, and no others:

A. Lessee has inspected the premises and found them to be fit for its intended purposes. Lessee accepts the premises in as – is, where – is condition, with all faults, and in so doing has relied solely on its own inspection of the premises and not on any statement or representation made by or on behalf of Lessor regarding any aspect of the premises, the physical condition of the premises, or the suitability of the premises for the intended uses of Lessee.

B. Lessee has assured itself that the zoning of the premises will permit the intended use, and will not violate any zoning or land use rules during occupancy, and will obtain and keep in force all licenses and permits required for the operation of Lessee's business at the premises.

C. Lessee is acting solely on its own behalf, and not on behalf of any third party or undisclosed principal whomsoever.

D. Lessee will perform and abide by each and every term, covenant and agreement of this lease.

E. **EXCEPT FOR THE ITEMS SET FORTH SPECIFICALLY IN THIS LEASE, ALL WARRANTIES OF ANY NATURE CONCERNING THE PREMISES, EITHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, ARE WAIVED BY LESSEE. LESSEE UNDERSTANDS AND AGREES THAT LESSOR DOES NOT WARRANT THE CONDITION OF ANY IMPROVEMENTS ON THE PROPERTY, THEIR HABITABILITY OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE, AND THAT ALL SUCH WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARE HEREBY WAIVED BY LESSEE AND DISCLAIMED BY LESSOR.**

F. If Lessee is not a natural person, then Lessee warrants that it is duly formed and validly existing under state law and local ordinances, that it will maintain its lawful existence and its authority to conduct business in Florida, and that all things required by law or by Lessee's governing documents, necessary to the execution of this lease have been accomplished, and the person signing this lease is authorized to bind Lessee.

16. INDEMNITY. Lessee will indemnify Lessor, and hold Lessor harmless, from and against all claims, debts, demands, or obligations which may be made against Lessor, or Lessor's interest in the premises, arising out of or in any way connected with Lessee's use and occupation of the premises, excepting only those matters which are the sole, direct and proximate result of the gross negligence or deliberate acts of Lessor, its

agents, servants or employees. If it becomes necessary for Lessor to defend any action against it, seeking to impose such liability, Lessee will pay not only any judgment entered against Lessor in such proceeding, but also all costs and attorney's fees incurred by Lessor in its defense of the proceeding.

17. **DAMAGE BY LESSEE OR BY FIRE AND CASUALTY.** In the event the premises are damaged or destroyed by fire or other casualty, Lessee shall repair the damage and restore the premises within a reasonable time, and the rent due hereunder shall abate until repairs are completed, by the proportion by which the damage prevents Lessee's use of the premises subject to the availability of insurance coverage, and the rent hereunder shall abate..

If the premises are damaged by the intentional or negligent acts or omissions of Lessee or any of its agents, servants, employees or guests, Lessee shall be obligated to restore the premises within a reasonable time at its expense, and if it fails to do so, then Lessor may repair such damage and restore the premises to their original condition without notice to or consent by Lessee, and recover the entire cost of the repair from Lessee immediately, together with any lost rent and other consequential damages suffered by Lessor as a result of the intentional or negligent acts of the Lessee, its agents, servants, employees or guests.

18. **BANKRUPTCY.** This lease shall be terminated immediately, without notice to Lessee, in the event Lessee or any surety of Lessee on this lease become bankrupt, or files any proceedings as debtor, or takes or has taken against it any action or proceeding in bankruptcy or insolvency, or for reorganization or appointment of a trustee of all or a portion of Lessee's or the surety's property; or if Lessee or any surety makes an assignment for the benefit of creditors.

19. **NO WAIVER.** No failure by Lessor to exercise any remedy available to it in the event of a breach of this lease by Lessee shall be deemed a waiver of any subsequent breach, whether of the same or a different provision of this lease, nor shall it be considered a justification of any subsequent breach by Lessee. Acceptance of rent by Lessor at any time when Lessee is in default shall not be construed as a waiver of such default, or of Lessor's right to terminate this lease on account of such default, nor shall any waiver or indulgence granted by Lessor to Lessee be taken as an estoppel against Lessor, it being expressly understood that if Lessee is in default and Lessor accepts rent during the continuance of such default or fails promptly to avail itself of its remedies for such default, this shall not constitute a waiver of such default, but Lessor may at any time, if such default continues, terminate this lease on account thereof.

20. **DEFAULT.** In the event of a default by Lessee, other than a failure to pay rent or additional rent, which default continues longer than ten (10) days after the giving of written notice to Lessee by Lessor demanding that the default be cured, Lessor may terminate this lease and resume possession of the premises immediately, and recover from Lessee liquidated damages as specified below, or at its option Lessor may take such action and expend such sums as may be necessary to cure the default, and recover the cost to cure from the deposit or charge it to Lessee as additional rent.

Should Lessee fail to pay any rent or additional rent hereunder, and if such rent is not paid along with any interest, penalties and late charges, within 3 days after written notice given by Lessor to Lessee, then Lessor may retake possession of the premises immediately, and recover from Lessee the present value of the rent to have been paid by Lessee over the remainder of the term, computed using a discount rate of 6%, or at its option Lessor may elect to sue for each installment of rent as it falls due. In the event Lessor elects to recover the present value of future rents, the rent for the remainder of the term shall be considered accelerated and due immediately upon notice being given to Lessee. Once Lessor has retaken possession (or if Lessee refuses to surrender possession, once Lessor has given Lessee written notice of termination) this lease shall be terminated and Lessee shall have no right to reinstate this lease, whether by payment of the arrearages or otherwise.

Upon termination of this lease, Lessee shall surrender the premises peaceably to Lessor immediately, and if Lessee fails to do so it shall be deemed guilty of unlawful detainer of the premises and be subject to remedies provided for that violation. This lease shall be considered terminated immediately upon the giving to Lessee by Lessor of written notice of termination. Liquidated damages of \$75.00 per day shall be paid by Lessee for each day or portion thereof that Lessee fails to surrender possession of the premises to Lessor in accordance with this lease, after termination or expiration hereof.

In any event, in addition to recovery of possession and liquidated damages, Lessor shall also recover all additional rent, special damages, costs and attorney's fees incurred by it as a result of the default by Lessee. Lessee agrees that it would be impossible to compute the general damages suffered by Lessor should Lessee default, that it is therefore proper to provide for liquidated damages, and that the amount of liquidated damages set forth herein is reasonable and does not constitute a penalty or forfeiture.

21. **REMEDIES CUMULATIVE.** Lessor's remedies under this lease are cumulative, and no one remedy shall be exclusive, in law or equity, of any other rights which Lessor may have, and the exercise of one right or remedy shall not impair Lessor's standing to exercise any other right or remedy.

22. ARREARAGES. Any amount of money to be paid to Lessor by Lessee under this lease, which is not paid within 10 days of the date when it first falls due, shall bear interest at the highest rate allowed by law until paid in full. Lessor, at its sole option, may elect to apply any payment by Lessee either to amounts most recently due, to amounts farthest in arrears, or to interest due on the arrearages.

23. ASSIGNMENT. This lease may not be assigned by Lessee, nor may Lessee sublet the premises either in whole or in part, without prior written permission from Lessor, which may not be withheld unreasonably so long as no default exists hereunder, and no change of use is made. Lessor shall not be required to consent to any sublease or assignment whatsoever as long as any default by Lessee remains in existence.

If this lease is assigned to any person or entity pursuant to the provision of Title 11, U.S.C. (the Bankruptcy Code), any and all consideration payable or otherwise to be delivered in connection with any such assignment shall be paid and delivered to Lessor, to be and remain the exclusive property of Lessor and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any such consideration not paid or delivered to Lessor as provided above shall be held in trust by the recipient for the benefit of Lessor and shall be promptly paid and delivered to Lessor. Any assignee under the Bankruptcy Code shall be deemed, by having received such assignment and without further act or deed, to have assumed all of the obligations of Lessee arising under this lease, from and after the date of such assignment. Upon demand by Lessor, any such assignee shall execute and deliver to Lessor an instrument confirming such assumption.

If Lessee or any assignee or sublessee is not a natural person, the following transfers of equity interests in the Lessee shall be deemed to be assignments requiring the written consent of Lessor as a condition to continued occupancy of the premises hereunder, unless the transferee is a parent or subsidiary of the Lessee, or an affiliated entity, as to which in excess of 50% of the outstanding and issued equity interests of such affiliated entity are held or controlled by the parent entity, or a subsidiary, of the Lessee:

a. Sale of more than 49% of the shares of a corporate Lessee which are issued and outstanding on the commencement date of this lease;

b. Issuance by a corporate lessee of additional shares which results in the shares issued and outstanding on the commencement date of this lease being reduced, after the new issue, to less than 51% of the then outstanding and issued shares;

c. Any other action by a corporate lessee, or its shareholders, the result of which is to reduce the percentage of shares owned by those shareholders existing as of the date of this lease to less than 51%;

d. Any change in the partners of a lessee which is a general partnership;

e. Any change in general partners of a limited partnership lessee or any reduction in the percentage of ownership in the partnership by any general partner, or any change in the membership or control of a limited liability company which is a lessee hereunder.

f. Any other change in equity ownership of any Lessee which is not a natural person, as a result of which the percentage of equity ownership held by those persons who are equity owners as of the date this Lease is signed is reduced below 51%.

24. MEMORANDUM. Lessor may, at its option, record a memorandum of this lease in the Public Records of Lake County, Florida, so as to alert third parties of the nature and duration of Lessee's interests in the premises.

25. ESTOPPEL CERTIFICATE. At any time, upon request by Lessor, the Lessee agrees to execute a certificate stating:

A. That no default exists at the time on the part of Lessor, or setting forth the nature of the default if one does exist;

B. The term, rental amount, termination date and other material conditions of this lease;

C. That Lessee's interest is inferior and subordinate to the lien of any mortgage now encumbering Lessor's interest in the premises, or hereafter executed by Lessor.

26. RELATIONSHIP OF PARTIES. Nothing in this Lease shall be deemed to create a relationship of partnership, principal and agent, or any other relationship between the parties other than landlord and tenant. Lessee agrees that it shall not challenge the fee title of Lessor in the premises or claim any interest superior thereto.

27. COSTS AND FEES. In the event it is necessary for either party to employ counsel to enforce their respective obligations hereunder, the prevailing party shall be entitled to reimbursement for reasonable attorney's

fees and costs incurred in connection with any action filed by either party to enforce the terms conditions and provisions of this Lease.

28. GOVERNING LAW. This lease shall be applied and construed in accordance with the Laws of Florida. Venue for any action hereunder shall be in Lake County, Florida. The courts of the State of Florida shall have jurisdiction to hear and decide any and all disputes which arise under this lease.

29. NOTICES. Any notice required by this lease shall be in writing and shall be either delivered in person, sent by UPS, Federal Express or other widely utilized overnight courier service, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Except where receipt is specifically required in this lease, any notice transmitted by U.S. Mail in accordance with these standards to the proper address as set forth below shall be deemed to be effective upon the date of postmark, and any time period shall begin running as of that date, whether or not the notice is actually received. Notice hand delivered shall be effective upon delivery, and notice sent by overnight courier shall be effective on the next business day following placement of the notice into the custody of the courier, properly addressed. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

- A. To Lessor: at the address given for payment of rent.
- B. To Lessee at the leased premises, with copy to is 699 East Fifth Ave, Mount Dora, Florida 32757.

30. CONSTRUCTION. Any word in this lease shall be read as either singular or plural, and as either masculine, feminine or neuter gender as the context may require. Captions are included for convenience only, and shall not be construed to limit, expand, or otherwise modify the text of this lease in any manner.

31. NATURE OF AGREEMENT. This lease sets forth the entire agreement of the parties; it takes precedence over all prior representations, negotiations and agreements, whether oral or written, which are deemed to have merged into this lease and to have been extinguished to the extent not set forth specifically herein. The execution of this lease has not been induced by either party by any representations, promises or understandings not expressed herein, and there are no collateral agreements, promises or undertakings whatsoever in any way touching on the subject matter of this lease which are not expressly

contained herein. This lease may not be amended in any manner whatsoever, other than by written instrument signed by all parties hereto, including any Guarantors.

32. **BINDING EFFECT.** This lease shall be binding on, and inure to the benefit of, not only Lessor and Lessee, but also their respective successors and assigns.

33. **CONDEMNATION.** In the event all or any portion of the building is taken by eminent domain, or is conveyed under threat of such proceedings, all compensation resulting therefrom shall be the property of Lessor and Lessee hereby assigns to Lessor any interest Lessee may otherwise have in such award. Lessee shall execute any documentation required to achieve this result. In the event of a total taking, this lease shall terminate. In the event of a partial taking, Lessor may elect either to terminate this lease or to repair and restore the remaining portion of the premises at its own expense, and keep this lease in force.

34. **SEVERABILITY.** If any provision hereof is declared invalid or unenforceable, it shall be severed herefrom and the remainder of the lease shall continue in full force as if executed originally without the invalid portion.

35. **RULES AND REGULATIONS.**

(a) The Lessor has appointed a manager for the Leesburg International Airport, and the Lessor reserves the right for the said manager or his duly authorized agent to enter the premises during business hours for the purpose of performing inspections considered necessary by the manager, and the Lessee shall promptly correct any conditions which are reasonably considered a hazard to life or to protect property. The Lessee agrees not to have explosives, gasoline or other highly flammable materials in, on or about the premises leased; however, excluding aircraft fuel tanks and such fluids as may be used in cleaning aircraft and related parts.

(c) The Lessee covenants and agrees to observe and obey all reasonable and lawful ordinances, rules and regulations which may, from time to time, during the term hereof, be adopted or amended by the Lessor for operations at the Airport. The Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property heretofore described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace for landing on, taking off from or operation on the airport.

(d) The Lessor reserves the right to take whatever action may be necessary or appropriate for the operation, maintenance and improvement of the airport and although consideration shall be made of the interest to the Lessee hereunder, Lessee shall have no vested rights to continued operation of the airport in the manner in which it is now operated, nor to continue to operate without competition.

(e) The Lessee agrees for itself, its successors and assigns, to prevent any use of the heretofore described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

(f) The Lessee agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the heretofore described real property to such a height so as to comply with Federal Aviation Regulations, Part 77 or as amended by F.A.A.

(g) This lease shall be subordinate to the provisions of any existing or future agreement entered into between the City of Leesburg and the United States for the improvement or operation and maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

(h) This lease and all provisions hereof shall be subject and subordinate to all the terms and conditions of the deed under which the Lessor acquired the property known as Leesburg International Airport from the United States of America, and shall be given only such effect as will not conflict or be inconsistent with such terms and conditions.

36. NON-EXCLUSIVE RIGHT PROVISION. Nothing herein contained shall be construed as granting, or authorizing the granting of, an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

37. NONDISCRIMINATION PROVISIONS.

(a) The Lessee, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to, discrimination in the use of said facilities;

(2) That is the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be

subjected to discrimination in any aspect of the process of such construction, or the awarding of bids;

(3) That the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

(b) In the event of breach of any of the above nondiscrimination covenants, the Lessor shall have the right to terminate the lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed, including exercise or expiration of appeal of rights.

(c) Lessee shall furnish its accommodations and/or services on a fair, equal and nondiscriminatory basis to all users thereof, and it shall charge fair, reasonable and nondiscriminatory prices for each unit or service; provided, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(d) Noncompliance with provision (c) above shall constitute a material breach thereof and in the event of such noncompliance the Lessor shall have the right to terminate this lease and the estate hereby created without liability therefor or at the election of the Lessor or the United States, either or both said Governments shall have the right to judicially enforce provision (c) above.

(e) Lessee agrees that it shall insert the above provisions in any lease by which said Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.

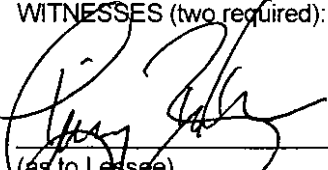
38. ADA COMPLIANCE. If during the term any alterations or improvements to the premises are required in order to comply with the Americans With Disabilities Act, such improvements shall be the responsibility of the Lessee. The Lessee shall observe and comply with all requirements of the ADA in all of its activities at the premises and shall hold the Lessor harmless from any loss or damage (including court or administrative costs and attorney's fees) arising out of any violation of ADA by Lessee in the operation of its

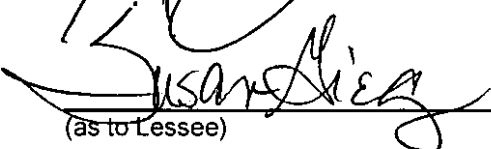
business or any failure by Lessee to make any improvements required by the ADA in connection with the use and occupancy of the premises by Lessee.

39. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Lease on the day and year first above written.

WITNESSES (two required):


(as to Lessee)


(as to Lessee)

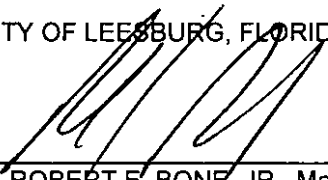
ORLANDO FINANCIAL CORPORATION

BY: 

KENNETH M. MAZIK, President

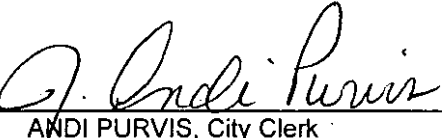
DATE: 11/20, 2017

THE CITY OF LEESBURG, FLORIDA

BY: 

ROBERT E. BONE, JR., Mayor

DATE: Nov. 27, 2017

ATTEST: 

ANDI PURVIS, City Clerk

APPROVED AS TO FORM AND CONTENT:


CITY ATTORNEY

LEGAL DESCRIPTION:

A TRACT OF LAND LYING IN A PORTION OF LOTS 24 AND 25, BLOCK 39 OF SILVER LAKE ESTATES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGES 67 THROUGH 69, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT A 4 INCH DIAMETER CONCRETE MONUMENT SITUATED AT THE SOUTHEAST CORNER OF LOT 4 OF SILVER LAKE ADDITION "A", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE 41 OF SAID PUBLIC RECORDS FOR A POINT OF COMMENCEMENT (POC); THENCE RUN SOUTH 39°47'20" WEST, PERPENDICULAR TO THE CENTERLINE OF RUNWAY NO. 13-31 OF THE LEESBURG MUNICIPAL AIRPORT, A DISTANCE OF 64.88 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF AIRPORT BOULEVARD, HAVING A RIGHT-OF-WAY WIDTH OF 50.00 FEET; THENCE RUN SOUTH 68°16'21" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 349.21 FEET; THENCE RUN SOUTH 39°47'20" WEST, PERPENDICULAR TO THE CENTERLINE OF SAID RUNWAY, A DISTANCE OF 365.55 FEET, TO A POINT 873.00 FEET NORTHERLY OF SAID CENTERLINE OF RUNWAY; THENCE RUN SOUTH 50°12'40" EAST, PARALLEL WITH THE CENTERLINE OF SAID RUNWAY, A DISTANCE OF 320.84 FEET, FOR THE POINT OF BEGINNING (POB); THENCE RUN NORTH 39°47'20" EAST, PERPENDICULAR TO THE CENTERLINE OF SAID RUNWAY, A DISTANCE OF 177.00 FEET; THENCE RUN SOUTH 50°12'40" EAST, PARALLEL WITH THE CENTERLINE OF SAID RUNWAY, A DISTANCE OF 130.00 FEET; THENCE RUN SOUTH 39°47'20" WEST, PERPENDICULAR TO THE CENTERLINE OF SAID RUNWAY, A DISTANCE OF 150.00 FEET; THENCE RUN NORTH 50°12'40" WEST, PARALLEL WITH THE CENTERLINE OF SAID RUNWAY, A DISTANCE OF 33.00 FEET; THENCE RUN SOUTH 39°47'20" WEST, PERPENDICULAR TO THE CENTERLINE OF SAID RUNWAY, A DISTANCE OF 27.00 FEET, TO A POINT 873.00 FEET NORTHERLY OF SAID CENTERLINE OF RUNWAY; THENCE RUN NORTH 50°12'40" WEST, PARALLEL WITH THE CENTERLINE OF SAID RUNWAY, A DISTANCE OF 97.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN SECTIONS 21 AND 22, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA AND CONTAINS 22,199.00 SQUARE FEET OR 0.508 ACRE MORE OR LESS.

SECTIONS: 21 & 22-19-25

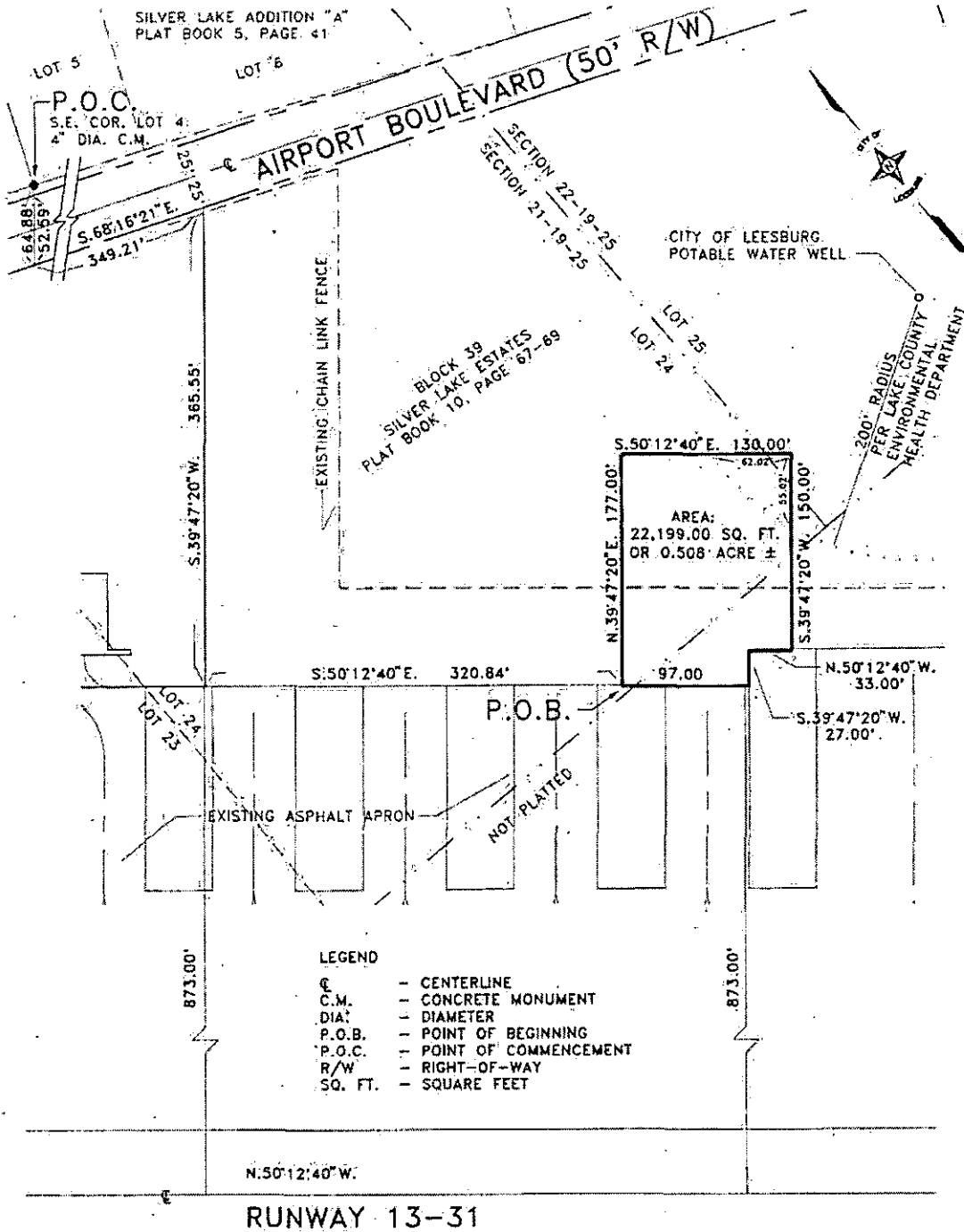


CITY OF LEESBURG
ENGINEERING DEPARTMENT
600 WEST ORANGE STREET
LEESBURG, FLORIDA 34748-0630
PHONE (904) 728-8755
FAX (904) 728-8734

ORLANDO FINANCIAL CORP.
LEASE PROPERTY AT
LEESBURG MUNICIPAL
AIRPORT

DATE: 09/17/92
DRAWN: J. MEIER
CHECKED: D.H.K.
APPROVED: C.R.L.
SCALE: N/A
FILE NO.: AP92001

SHEET
NUMBER
1
OF
2



LEGEND

- CENTERLINE
- CONCRETE MONUMENT
- DIAMETER
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- RIGHT-OF-WAY
- SQUARE FEET

SURVEYOR'S NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SIGNED AND SEALED WITH THE SURVEYOR'S EMBOSSED SEAL.
2. BEARINGS, SHOWN HEREON, ARE RELATIVE TO ASSUMED DATUM, BASED ON THE CENTERLINE OF RUNWAY 13-31, LEESBURG MUNICIPAL AIRPORT, AS BEING N. 50° 12' 40\" W.
3. THE LEGAL DESCRIPTION, SHOWN HEREON, WAS PREPARED UNDER THE DIRECTION OF THE SURVEYOR, ACCORDING TO THE INSTRUCTIONS PROVIDED BY MR. RICHARD WILLIAMS, ASSISTANT CITY MANAGER OF THE CITY OF LEESBURG.
4. THIS IS NOT A SURVEY.

CERTIFICATION:

I HEREBY CERTIFY, TO THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, THAT THIS LEGAL DESCRIPTION AND SKETCH, SHOWN HEREON, WAS PREPARED UNDER MY DIRECTION ON THE DATE, SHOWN HEREON, AND THAT IT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN THE FLORIDA ADMINISTRATIVE CODE, RULE 21HH-6, ADOPTED BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO FLORIDA STATUTES 472.027, SUBJECT TO THE QUALIFICATIONS AS NOTED HEREON.

DAVID H. KRAFT, P.L.S.
FLORIDA REGISTRATION NO. 4365

SECTIONS: 21 & 22-19-25



CITY OF LEESBURG
ENGINEERING DEPARTMENT

800 WEST ORANGE STREET
LEESBURG, FLORIDA 34748-0830
PHONE (904) 728-8703
FAX (904) 728-8734

ORLANDO FINANCIAL CORP.
LEASE PROPERTY AT
LEESBURG MUNICIPAL
AIRPORT

DATE: 09/17/92
DRAWN: J. MEIER
CHECKED: D.H.K.
APPROVED: C.R.L.
SCALE: 1" = 100'
FILE NO.: AP92001

SHEET
NUMBER
2
OF
2



AGENDA MEMORANDUM

Item No: 4.C.4.

Meeting Date: November 27, 2017

From: Tracey Dean, Airport Manager

Subject: Lease agreement between the City of Leesburg and Orlando Financial Corporation.

Staff Recommendation:

Staff recommends approve of the lease agreement.

Analysis:

By Resolution 4606, the City of Leesburg and Mr. Ken Mazik, President, Orlando Financial Corporation, entered into a long-term lease agreement on October 22, 1992. The lease and additional term extensions expired on September 30, 2017. Mr. Mazik wishes to enter into a new lease agreement for continued occupancy of the hangar located at 8950 Airport Blvd, Leesburg, FL 34788. The leasehold is 22,199 square feet and the hangar is 10,000 square feet.

The City obtained an appraisal from a Certified MAI (Member of the Appraisal Institute), CCIM (Certified Commercial Investment Member) Appraiser. The fair market rent opinion as a result of the appraisal investigation and analysis is \$47,000.00/year.

Mr. Mazik asks for consideration of an initial term of five years with an option of an additional five years, at a 15% discount off the fair market rent assessment; or, \$39,950.00/year. Mr. Mazik justifies the discount for two reasons. First, his opinion is that the appraisal is overvalued because the improvements/assets have been amortized over 25 years instead of 30. Secondly, the hangar has no designated vehicle parking and ingress/egress is only via an active taxilane.

The Airport Advisory Board reviewed the lease agreement at the November 9, 2017 meeting, and unanimously recommended approval.

Options:

1. Approve the lease agreement; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The rental payment for the now expired land lease, was at a rate of \$0.12/sq. ft., yielding annual revenue of 2,611.56.

The new lease will yield 39,950.00 the first year. Annual increases will apply; the greater of 2% or CPI.

Submission Date and Time: 11/22/2017 12:55 PM

Department: <u>Airport</u> Prepared by: <u>Tracey Dean</u> Attachments: Yes ☒ No ☐ Advertised: ☐ Not Required ☐ Dates: _____ Attorney Review: Yes ☒ No ☐ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M.: <u>MWR</u> Submitted by: City Manager _____	Account No. <u>048-0000-362-02-00</u> Project No. _____ WF No. _____ Budget _____ Available _____
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City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: October 24, 2022

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Lease Agreement with Curry Aviation, LLC, for vacant land, located north of Veterans Road and east of Taxiway Kilo; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Curry Aviation, LLC Lease Agreement.

Analysis:

Dr. Chris Curry, Curry Aviation, LLC, wishes to construct a hangar for the production/manufacturing of Stol kits and possibly a service center for installation of Stol kits in the future. Dr. Curry is requesting a shovel-ready parcel of land. The land located north of Veterans Road and east of Taxiway Kilo is 3.34± acres, which could support up to 4 individual parcels. The Lease Agreement between the City and Curry Aviation, LLC, is identified as the southernmost parcel, shown on the sketch prepared by GAI Consultants, Inc. for the design, bidding, and permitting task order to develop this land. It is 31,248 square feet and can support a 60 x 80 hangar, which Dr. Curry has proposed to construct. The terms of the lease allow hangar construction to be substantially complete within 24 months. The ground rate shall be \$0.16/sq. ft. on an annual basis until the certificate of occupancy is issued. Once the City completes the improvements to the land, the rate per square foot shall be recalculated based on actual design, permitting, and construction costs, incurred by the City to provide a shovel-ready site.

This lease agreement is a newly contemplated formate, by which the lessee pays a low rate at first (\$4,999.68 annually). During this period, the City will be required to clear land, and build improvements such as the taxi ramp, road access, stormwater improvements and realign fencing. These improvements are depicted in the attached GAI report and estimated to cost approximately \$1,000,000. After these improvements are complete, the lease rate rent is increased in an effort to recoup the cost of construction for the newly created 4 lots, over the term of 30 years (\$12,499.20). This proposal does make developable lots that are currently undevelopable, but requires the use of airport cash and shifting of some previous CIP priorities. As such, attached to this report is a potential Airport CIP program for the next three years which reprioritizes potent airport projects and depicts cash flows for the next few years.

The Airport Advisory Board reviewed the Lease Agreement at its October 13, 2022 meeting and unanimously recommended its approval, while deeming it worthy of a change in priorities and the cash expense.

Procurement Analysis:

N/A

Options:

1. Approve the Lease Agreement with Curry Aviation, LLC: or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Initial ground rent revenue, until a certificate of occupancy is issued, will be \$4,999.68 annually. Once a certificate of occupancy is issued, annual rent will be based on actual costs incurred by the City to improve the vacant land. Based on the engineer's estimates for the improvements, the potential revenue is currently calculated at \$12,499.20 annually.

048-0000-362.02-00

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
LEASE AGREEMENT WITH CURRY AVIATION, LLC, FOR VACANT LAND,
LOCATED NORTH OF VETERANS ROAD AND EAST OF TAXIWAY KILO;
AND PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Curry Aviation, LLC, whose address is 616 N. Palmetto Street, Leesburg, FL 34748, for vacant land at the Leesburg International Airport.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of October 2022.

Mayor

ATTEST:

City Clerk

AIRPORT GROUND LEASE AGREEMENT

BETWEEN

THE CITY OF LEESBURG, FLORIDA

AND

CURRY AVIATION, LLC

THIS AIRPORT GROUND LEASE AGREEMENT (“Agreement”) is made and entered into to be effective as of the ____ day of _____, 20____ by and between the **CITY OF LEESBURG, FLORIDA**, a municipal corporation, which shall be called the “Lessor” in this Agreement, and **CURRY AVIATION, LLC** a Florida **LIMITED LIABILITY COMPANY**, which shall be called the “Tenant” in this Agreement and whose mailing address is **616 N. Palmetto Street, Leesburg, FL 34748**, for a hangar site at the Leesburg International Airport (“Airport”).

In consideration of the mutual terms and conditions contained in this Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

I. GROUND LEASE

- A. **Agreement to Lease Premises.** Lessor hereby leases to Tenant and Tenant hereby leases from Lessor the Airport hangar site, **31,248** square feet, more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference (the “Premises”) for the purposes set forth in this Agreement. Tenant agrees to accept the Premises “as is,” and Lessor makes no warranty as to the condition of the Premises or their suitability for any particular purpose. Subject to the Lessor’s obligation to provide the Lessor Improvements (defined in Section I(F) hereinafter), Tenant has inspected the premises and found them to be fit for its intended purposes. Tenant accepts the premises in as – is, where – is condition, with all faults, and in so doing has relied solely on its own inspection of the premises and not on any statement or representation made by or on behalf of Lessor regarding any aspect of the premises, the physical condition of the premises, or the suitability of the premises for the intended uses of Tenant.
- B. **Purpose of Agreement; Hangar Construction.** Subject to the terms of this Agreement, Tenant will, at Tenant’s sole cost and expense, perform any necessary site work and construct and maintain a hangar of good commercial quality together with other aviation-related improvements on the Premises for the purpose of storing and maintaining aircraft, including improvements desired by Tenant for aircraft parking, storage, and maintenance, and flight instruction pursuant to Federal Aviation Administration standards and all applicable local, state, and federal laws and regulations. The hangar shall be designed and constructed to conform with all applicable regulations and in accordance with a site plan to be submitted as provided herein. Tenant may make such further ancillary improvements beyond the foregoing

within Tenant's hangar that Tenant so desires, so long as such improvements are done pursuant to Federal Aviation Administration standards and all applicable local, state, and federal laws and regulations. Tenant shall not make or cause to be made to the Premises any alteration or improvement without Lessor's prior written consent (in Lessor's sole discretion). Lessor's approval of Tenant's hangar conceptual design is a condition precedent to the effectiveness of this Agreement. Approval of the conceptual design and exhibits to this Agreement shall not relieve the Tenant of all applicable permitting obligations and approval by the Fire Marshall and all applicable City departments. If Lessor does not approve Tenant's hangar, or Tenant is otherwise unable to build Tenant's hangar due to a refusal or failure to act by Lessor, this Agreement shall be terminated and of no further force and effect. Tenant shall not alter or improve any area of the Airport that is not leased by Tenant. Construction shall be subject to the approval of the Lessor. The hangar shall be designed and constructed with a material and color to match and complement other hangars on the Airport property. Hangar construction shall be completed within 180 days of commencement of construction.

C. Title to Improvements; Reservation and Subordination

- a. During the term of this Agreement, all portions of the hangar and any other improvements that are constructed or acquired by Tenant shall be and remain the personal property of the Tenant. Upon termination of this Agreement after all renewals provided for in this Agreement and as may be extended by the mutual agreement of the parties or their successors and assigns, title to improvements will be transferred to Lessor.
- b. The Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property heretofore described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace for landing on, taking off from or operation on the airport.
- c. This lease shall be subordinate to the provisions of any existing or future agreement entered into between the City of Leesburg and the United States for the improvement or operation and maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport, and Tenant consents to amendment of the terms of this Lease if and to the extent required by any Federal law, rule, regulation or grant condition.
- d. This lease and all provisions hereof shall be subject and subordinate to all the terms and conditions of the deed under which the Lessor acquired the property known as Leesburg International Airport from the United States of America, and shall be given only such effect as will not conflict or be inconsistent with such terms and conditions; The Tenant shall not use the Premises in any manner which would interfere with the operation of aircraft or adversely affect the operation or maintenance of the airport.

- D. Access.** Lessor agrees that if Tenant is not in breach of this Agreement, Tenant and Tenant's employees, officers, directors, subtenants (that are approved by Lessor pursuant to this Agreement), contractors, subcontractors, suppliers, agents, invitees, and other representatives ("Tenant's Associates") are authorized to ingress and egress across the common areas of the

Airport (in the areas designated by Lessor, for the purposes for which they were designed, and as permitted by applicable laws and regulations) on a non-exclusive basis and to the extent reasonably necessary for Tenant's use, occupancy, and operations at the Premises.

- E. **Right of Flight and Other Reserved Rights.** This Agreement conveys only a leasehold interest in the Premises on the terms and for the purposes provided herein, and it conveys no other rights, title, or interests of any kind. Among the rights reserved to Lessor, Lessor reserves in the Premises a right of flight for the passage of aircraft in the air, a right to cause such noise as may at any time be inherent in the operation of aircraft, and all other rights, including, but not limited to, water, minerals, oil, and gas.
- F. **Lessor Improvements.** The Tenant has requested that the Lessor make certain improvements (the "Lessor Improvements") to the Premises and adjacent property for the benefit of the Tenant's access thereto and use thereof. The Lessor Improvements and construction schedule are described on **Exhibit "B"** and will be completed in a good and workmanlike manner in accordance with applicable state and local government standards and building codes for work in the nature of the Lessor Improvements. The estimated cost of Lessor Improvements is \$900,000.00, but the Additional Rent described below will be based on the actual costs of construction, design, related professional services (including survey and geotechnical investigations) permitting and administration as calculated by Lessor after completion.

II. RENT AND PAYMENT

A. Amount Due.

- a. **Base Rent.** Tenant covenants to pay annual rent (in monthly installments) to Lessor for Tenant's lease of the Premises in the amount of **Four Thousand, Nine Hundred, Ninety-Nine Dollars and 68/100 (\$4,999.68) (a rate of \$0.16 per square foot) (the "Base Rent") commencing on the Commencement Date.**
 - b. **Additional Rent.** Beginning on the first day of the month following the second anniversary of the Commencement Date, Lessor and Tenant agree that in addition the Base Rent, the Tenant shall pay additional annual rent ("Additional Rent") to recover *one-fourth* the project costs of the Lessor Improvements as more specifically described in Section I(F). The annual Additional Rent payable in the first year it is due shall be equal to 25% of the final construction costs of the Lessor Improvements divided by 30 (the remaining years of the initial tenancy hereunder).
- B. Rent Adjustment.** Tenant's annual rent (both Base Rent and Additional Rent) shall increase on the first day of the month following the second anniversary of the Commencement Date and on the same date every second year thereafter when this Agreement is in effect by a percentage not exceeding the 12-month percentage change in the CPI-U All Urban Consumers index published by the U.S. Bureau of Labor Statistics for the two year period ending on December 31 of the preceding calendar year. The rent shall not be subject to decrease. If the Consumer Price Index is discontinued, then rental adjustments shall be computed by a comparable or replacement index measuring annual increases in the cost of living. Once timely paid, annual prepaid rent shall not be adjustable and shall be considered rent paid in full for the annual period. The Base Rent for any fraction of a year shall be prorated. The Additional Rent shall not be prorated.

- C. When Due.** The first prorated annual rent payment shall be delivered on or before the Commencement Date. Annual rent payments, including Base Rent and Additional Rent, shall be payable in equal monthly installments, in advance, and due on or before the 1st of each month during the term of this Agreement.
- D. Payments.** Any amount due in connection with this Agreement or the use of the Airport shall be due without prior notice or demand, except when notice is necessary to make Tenant aware of an amount due, and shall be paid without offset, abatement, or deduction. Lessor shall first apply any sum paid to past due rent (beginning with the most recent amount due). No statement on any check or elsewhere shall be deemed to create an accord and satisfaction. Lessor may accept any payment (including, but not limited to, past due amounts and related charges) without prejudice to Lessor's rights to recover any sum or pursue other remedies provided by this Agreement or by law and without waiving any default under this Agreement. If any check paid on behalf of Tenant is dishonored by a bank, Tenant shall pay all charges that the bank may assess to Lessor plus a service charge of Fifty Dollars (\$50.00) per occurrence. If Lessor pays any amount on behalf of Tenant (including, but not limited to, civil penalties assessed in connection with Tenant's use of the Airport), such amount shall constitute an advance by Lessor to Tenant and Tenant shall promptly reimburse Lessor upon demand by Lessor. Lessor has the right to apply any sum paid by Tenant to any obligation that Tenant owes to Lessor (whether or not in connection with this Agreement). Tenant shall make payments to Lessor at the following address (or such other address as Lessor may designate in writing from time to time):

City of Leesburg
Attn: Airport Manager

- E. Past Due Payments.** If Tenant fails to pay when due any amount required to be paid by Tenant under this Agreement, such unpaid amount shall bear interest at the rate of eighteen percent (18%) per annum from the due date of such amount to the date of payment in full, with interest. In addition, Lessor may also charge a sum of five percent (5%) of such unpaid amount as a service fee, which the parties agree is a reasonable estimate of and liquidated damages for Lessor's additional costs for billing and collection arising from Tenant's failure to make payment in a timely manner.
- F. Additional Costs Not Included in Rent.** Any sum other than rent as required by this Agreement that Tenant is obligated to pay to Lessor arising from or relating to this Agreement or Tenant's use, occupancy, or operations at the Airport constitutes additional costs not included in rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed by Lessor), fines, civil penalties, damages, claims, interest, charges, permitting fees, impact fees and utility charges.

III. TERM

- A. Initial Term.** The term of the tenancy under this Agreement shall be for a period of thirty two (32) years commencing on _____, 2022 (the "Commencement Date") and ending at midnight on _____, 2054 ("Expiration Date") (such period being the "Initial Term").

- B. Early Termination if No Construction.** If, prior to the second anniversary of the Commencement Date, (a) no building permit has been issued to construct a hangar on the premises and (b) no extension has been granted in writing by the Lessor, the Lessor may, at its option, terminate this Agreement and the tenancy hereunder at any time thereafter by giving written notice to the Tenant. Lessor's issuance of a building permit for a hangar on the Premises shall extinguish the right of the Lessor under this subparagraph.
- C. Renewal Term.** If this Agreement has not been terminated as provided herein, Tenant may renew this Agreement for one or two additional periods of ten years each if Tenant is not in breach of this Agreement and delivers a written notice of renewal to Lessor at least one hundred eighty (180) days before the expiration of the Initial Term or, as applicable, the first renewal term. All of the terms, conditions, and covenants and provisions this Agreement shall apply during the renewal period.
- D. Rent During Renewal Term.** If the Tenant is entitled to exercise an option to renew its tenancy under this Agreement pursuant to Section III (C), then the rent during the applicable renewal term shall be based on the fair market rate as of the first day of such renewal term. The fair market rate shall be calculated by adding the ground rent at the highest rate then charged at the Airport and rent for the improvements at fair market value based on Lessor's survey of rent for similarly situated facilities at the Airport and at other similar airports (which Lessor shall determine in its sole discretion). As of the beginning of a renewal term, the fair market rate shall be the Base Rent for all purposes of this Agreement during the renewal term. Rent during any renewal term shall be subject to adjustment in the same manner as Base Rent and Additional Rent are adjusted during the Initial Term.

IV. USE OF PREMISES

- A. Compliance with Laws.** Tenant and Tenant's Associates shall comply at all times and at Tenant's sole cost with any and all laws and regulations (as amended or otherwise modified from time to time) that are applicable to Tenant's use, occupancy, or operations at the Premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, ordinances, and other pronouncements of any kind having the effect of law including, but not limited to, Leesburg International Airport rules and regulations, City of Leesburg ordinances and land development regulations, Federal Aviation Administration rules and guidelines, Florida Department of Transportation rules and guidelines, and state and federal environmental laws. Upon a written request by Lessor, Tenant will verify, within a reasonable time frame, compliance with any laws and regulations. Without limiting the foregoing, the Tenant covenants and agrees to observe and obey all reasonable and lawful ordinances, rules and regulations which may, from time to time, during the term hereof, be adopted or amended by the Lessor for operations at the Airport. The Lessor reserves the right to take whatever action may be necessary or appropriate for the operation, maintenance and improvement of the airport and although consideration shall be made of the interest to the Tenant hereunder, Tenant shall have no vested rights to continued operation of the airport in the manner in which it is now operated, nor to continue to operate without competition. The Tenant agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the heretofore described real property to such a height so as to comply with Federal Aviation Regulations, Part 77 or as amended by F.A.A.

- B. Unauthorized Uses.** Tenant and Tenant's Associates shall use the Premises and the Airport only for purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, damaging, interfering with, or altering any improvement; restricting access on any road or other area that Tenant does not lease; placing waste materials on the Airport or disposing of such materials in violation of any laws and regulations; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; driving a motor vehicle in a prohibited Airport location; the use of automobile parking areas in a manner not authorized by Lessor; the storage of fuel in excess of 20 gallons (except that Tenant may store fuel on the Premises in engine-driven equipment with regular built-in fuel tanks such as aircraft fuel tanks or automobile fuel tanks); any use that would interfere with any operation at the Airport or decrease the Airport's effectiveness (as determined by Lessor in its sole discretion); the storage, possession or maintenance of any jet aircraft, although this provision does not apply turboprop aircraft, which are permissible; and any use that would be prohibited by or would impair coverage under either party's insurance policies.
- C. Permits and Licenses.** Tenant shall obtain and maintain in current status all permits and licenses that are required under any laws and regulations in connection with Tenant's use, occupancy, or operations at the Premises or the Airport. In the event that Tenant receives notice from any governmental entity that Tenant lacks, or is in violation of, any such permit or license, Tenant shall provide Lessor with timely written notice of the same.
- D. Taxes and Liens.** Tenant shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Tenant's use, occupancy, or operations at the Premises or the Airport and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for any improvements). Without limiting the foregoing, Tenant shall be responsible to pay, when due, all ad valorem or intangible personal property taxes assessed against the leasehold interest or the Premises by reason of this Agreement or Tenant's possession, use or occupancy of the Premises. Within thirty (30) days, Tenant shall remove any such lien that may be created or commence a protest of such lien by depositing with Lessor cash or other security acceptable to Lessor in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the Premises, Tenant shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against Lessor's real property or any interest therein.
- E. Encumbrances.** Tenant shall not encumber or permit the encumbrance of any real property at the Airport. Tenant shall not encumber or permit the encumbrance of any of Tenant's rights under this Agreement without Lessor's prior written consent, in Lessor's sole discretion. Any purported encumbrance of rights in violation of this Section is void. In connection with Lessor's consent to any encumbrance, at a minimum the following shall apply: (i) such encumbrance shall only encumber Tenant's leasehold interest for the purpose of securing financing for Tenant's authorized improvements (no other encumbrance shall be permitted); (ii) such encumbrance shall be subordinate to Lessor's interests; (iii) the lienholder must agree to maintain current contact information with Lessor and provide Lessor with concurrent copies of any notices or communications regarding a default; (iv) the lienholder must certify to Lessor that it has reviewed this Agreement and accepted provisions that may affect the lienholder, and that no loan requirements conflict with or materially erode any provisions of this Agreement;

(v) any default relating to such encumbrance shall be a default of this Agreement; (vi) the lienholder must agree that upon any default, Lessor shall have a lien with first priority on all Tenant-owned improvements and other property at the Premises; and (vii) such encumbrance shall terminate prior to the expiration date and the lienholder must agree to promptly remove such encumbrance when the obligation that it secures has been satisfied. Lessor shall have no obligation to provide any notices to any lienholder, and Lessor shall have no liability of any kind to any lienholder.

- F. **Damage to Property and Notice of Harm.** In addition to Tenant's indemnification obligations set forth in this Agreement, Tenant, at Tenant's sole cost, shall repair or replace (to Lessor's reasonable satisfaction) any damaged property that belongs to Lessor or Lessor's other tenants to the extent that such damage arises from or relates to an act or omission of Tenant or Tenant's Associates. Tenant shall promptly notify Lessor of any such property damage. If Tenant discovers any other potential claims or losses that may affect Lessor, Tenant shall promptly notify Lessor of the same.
- G. **Signage and Advertising.** Tenant is not authorized to install or operate any signage outside of enclosed structures on the Premises (other than a hangar number or other markings for identification authorized or required by the Lessor), or at the Airport, except with the prior written approval of Lessor (which may be given or withheld in Lessor's sole discretion). Any approved signage shall be at Tenant's expense and shall comply with laws and regulations (including, but not limited to, Airport signage policies and standards and the City of Leesburg's code of ordinances, land development regulations, and permit requirements).
- H. **Security.** Tenant is responsible to comply (at Tenant's sole cost) with all security measures that Lessor, the United States Transportation Security Administration, or any other governmental entity having jurisdiction may require in connection with the Airport, including, but not limited to, any access credential requirements, any decision to remove Tenant's access credentials, and any civil penalty obligations and other costs arising from a breach of security requirements caused or permitted by Tenant or Tenant's Associates. Tenant agrees that Airport access credentials are the property of Lessor and may be suspended or revoked by Lessor in its sole discretion at any time. Tenant shall pay all fees associated with such credentials, and Tenant shall immediately report to the Airport Manager any lost credentials or credentials that Tenant removes from any employee or any of Tenant's Associates. Tenant shall protect and preserve security at the Airport.
- I. **Removal of Disabled Aircraft.** When consistent with laws and regulations, Tenant shall promptly remove or cause to be removed from any portion of the Airport not leased by Tenant any aircraft that Tenant owns or controls if it becomes disabled. Tenant may store such aircraft within Tenant's enclosed improvements or, with Lessor's prior written consent, elsewhere at the Airport on terms and conditions established by Lessor. If Tenant fails to comply with this requirement after a written request by Lessor to comply, Lessor may (but is not required to) cause the removal of any such aircraft at Tenant's expense by any means that Lessor determines, in its sole discretion, to be in Lessor's best interests.
- J. **Maintenance, Repair, Utilities, and Storage.** Tenant's use, occupancy, and operations at the Premises shall be without cost or expense to Lessor. Tenant shall be solely responsible to design and construct all improvements and to maintain, repair, reconstruct, and operate the Premises and all improvements at Tenant's sole cost and expense, including, but not limited

to, all charges for utility services (and their installation and maintenance), janitorial services, waste disposal, and ramp repair. Tenant shall at all times maintain the Premises and all improvements in a condition that is equal to the level of maintenance by Lessor in comparable areas and that is clean, free of debris, safe, sanitary, and in good repair. An oil separator shall be installed in accordance with the requirements of the City of Leesburg Public Works department. Tenant shall perform all work in accordance with laws and regulations and in a good and workmanlike manner. Tenant shall promptly remedy any condition that fails to meet this standard. Without limiting the foregoing obligations, Tenant shall not store on the Premises any inoperable equipment, discarded or unsightly materials, or materials likely to create a hazard; shall not use areas outside of enclosed buildings for storage; and shall store trash in covered metal receptacles. Any substance or material that is regulated by any environmental law or regulation ("Hazardous Materials") shall be governed by Section VII of this Agreement.

- K. **Alterations and Improvements.** No alterations or improvements to the premises shall be made by Tenant, unless Lessor has reviewed the plans and specifications and given its written consent before commencement of any such work. Lessor may require Tenant to remove any unauthorized alterations, or improvements, and to return the premises to their original condition, and if Tenant fails or refuses to do so then Lessor may have the necessary work done and assess the cost against Tenant, to be paid immediately upon demand. All work must conform to applicable codes and be performed by licensed and bonded contractors, and all required building permits, as well as statutory performance and payment bonds, shall be secured, prior to commencement of work. At the end of the term or upon any earlier termination of this lease, all alterations and improvements on the premises, not including trade fixtures, shall become the property of Lessor and shall not be removed by Tenant, unless prior to termination or within 30 days thereafter Lessor directs removal of any such improvements, in which case Tenant shall at its expense remove those improvements specified within 15 days after termination and return the premises to their original condition. All terms of this Lease related to taxes, insurance and maintenance shall continue in force unchanged during the renewal term.
- L. **ADA Compliance.** If during the term any alterations or improvements to the premises are required in order to comply with the Americans with Disabilities Act, such improvements shall be the responsibility of the Tenant. The Tenant shall observe and comply with all requirements of the ADA in all of its activities at the premises and shall hold the Lessor harmless from any loss or damage (including court or administrative costs and attorney's fees) arising out of any violation of ADA by Tenant in the operation of its business or any failure by Tenant to make any improvements required by the ADA in connection with the use and occupancy of the premises by Tenant.
- M. **Operations and Personnel.** Tenant shall occupy the Premises at all times and shall operate in a manner that promotes effective airport operations. Among other things, Tenant shall use its best efforts to immediately notify the Airport Manager of any condition that Tenant observes at the Airport that may create a hazard or disruption, shall promptly remedy deficiencies in Tenant's operations, and shall promptly respond to Lessor's complaints, requests for information, and requests for reasonable assistance in connection with planning and other operational matters at the Airport. Tenant shall refrain from annoying, disturbing, or impairing Airport customers, tenants, or employees, and Tenant shall control the conduct, demeanor, and appearance of Tenant's employees and Tenant's Associates to prevent them from doing so. If

Lessor, the City of Leesburg, Lake County, or the State of Florida, for good and sufficient cause, deems any of Tenant's employees or Tenant's Associates to be objectionable, Tenant shall take all steps necessary to remove such persons from the Airport. Tenant's employees shall possess adequate training and qualifications to carry out their assigned duties. If Lessor determines for any reason that emergency conditions exist at the Airport, Tenant shall participate in any emergency response as directed by Lessor or other agency in charge and shall operate in a manner that protects safety and the interests of the public. Lessor may, but is not obligated to, stop Tenant's operations if safety laws and regulations or other safe work practices are not being observed. Tenant shall participate in and cooperate with the lawful, reasonable, and nondiscriminatory safety, security, and operations programs implemented by Lessor and generally applicable to hangar occupants, including, but not limited to, programs addressing common areas; services provided for use by multiple tenants; programs to implement cost efficiencies and economies of scale; and security-related measures.

V. LESSOR'S AUTHORITY

- A. Nature of Lessor.** Lessor is a governmental entity and the proprietor of the Airport, and Lessor has all lawful rights, powers, and privileges to act in those capacities.
- B. Access to Premises.** Lessor for itself and its employees, officers, directors, agents, contractors, subcontractors, suppliers, invitees, volunteers and other representatives ("Lessor's Associates") reserves the right to enter the Premises as provided in this Section, and the same does not constitute a trespass upon the Premises or a violation of any rights. Lessor and Lessor's Associates shall have the right to enter the Premises (except the interior of any building) at any time and without prior notice. Lessor and Lessor's Associates shall have the right to enter the interior of any building on the Premises at any time and without prior notice for any purpose relating to any emergency, security, or safety concern, or to investigate or remediate potential threats or hazards. Lessor and Lessor's Associates shall have right to enter the interior of any building on the Premises for any other purpose relating to the Airport (including, but not limited to, in order to conduct any inspections, determine compliance with this Agreement, and conduct Airport work) upon providing reasonable notice to Tenant. Tenant agrees that Lessor may discuss with Tenant's employees any matters pertinent to Tenant's use, occupancy, or operations at the Premises and the Airport.
- C. Lessor's Right to Work Within, Alter, or Recover Premises.** Lessor has the right at the Airport to perform or cause to be performed any work (including, but not limited to, constructing improvements, surveying, performing environmental testing, removing any hazard or obstruction, and implementing any plan, program, or action), that Lessor (in its sole discretion) determines to be in Lessor's best interests, including, but not limited to, within the Premises. Lessor has the right to recover all or any portion of the Premises from Tenant in connection with any such work as Lessor may determine in its sole discretion. If Lessor determines to recover all or any portion of the Premises, Lessor shall provide Tenant with ninety (90) days prior written notice specifying what areas will be recovered. If any portion remaining after such recovery is not tenantable in light of the purposes of this Agreement (as determined by Lessor in its sole discretion), Lessor, in its sole discretion, shall either:
 - i. Purchase the Tenant-owned improvements on the Premises and terminate this Agreement for convenience. In connection with any such purchase and termination, Lessor shall pay

only the following amount: the remaining value of such Tenant-owned improvements (so long as such improvements are not in breach of this Agreement), which shall be determined as provided in this Agreement. This Agreement shall terminate at the time specified by Lessor in writing. OR:

ii. Relocate such Tenant-owned improvements to another location on the Airport that is determined by Lessor. In connection with any such relocation, Lessor shall pay the reasonable costs to relocate such improvements (so long as they are not in breach of this Agreement), and the parties agree that they shall amend this Agreement to substitute such new location as the Premises herein.

iii. Nothing under this Section shall be construed to waive Lessor's right to pursue any remedy for a breach of this Agreement arising from or relating to Tenant's use, occupancy, or operations at any portion of the Premises or at the Airport.

VI. LIABILITY AND INSURANCE

A. Indemnity by Tenant. Tenant agrees to indemnify, hold harmless, and defend Lessor and its officers, agents, and employees from and against losses of every kind and character (including, but not limited to, liabilities, causes of action, losses, claims, costs, fees, attorney fees, expert fees, court or dispute resolution costs, investigation costs, environmental claims, mitigation costs, judgments, settlements, fines, demands, damages, charges, and expenses) that arise out of or relate to: (i) any use, occupancy, or operations at the Premises or the Airport by Tenant or Tenant's Associates; or (ii) any wrongful, reckless, or negligent act or omission of Tenant or Tenant's Associates. Tenant shall use attorneys, experts, and professionals that are reasonably acceptable to Lessor in carrying out this obligation. The obligation stated in this Section shall survive the expiration or other termination of this Agreement with respect to matters arising before such expiration or other termination. These duties shall apply whether or not the allegations made are found to be true.

B. Waiver of Liability and Assumption of Risk. Tenant assumes all risk of the use of the Premises and the Airport, and Tenant hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities, claims, and causes of action, of every kind and character, that may exist now or in the future (including, but not limited to, claims for business interruption and for damage to any aircraft) against Lessor and its officers, employees, and volunteers arising from or relating to Tenant's use, occupancy, or operations at the Premises or the Airport.

C. Insurance. At Tenant's cost, Tenant shall procure the following insurance coverage prior to entering the Premises, and Tenant shall maintain its insurance coverage in force at all times when this Agreement is in effect in compliance with and subject to Lessor's insurance requirements as they exist from time to time.

i. Aviation Liability with Additional Coverage. Aviation liability insurance that includes premises liability, and, if applicable, mobile equipment coverage with a combined single limit for bodily injury and property damage of not less than two million dollars (\$2,000,000) per occurrence, including, but not limited to, contractual liability coverage

for Tenant's performance of the indemnity agreement set forth in this Agreement. If any such coverage is not available to Tenant in the form of an aircraft liability policy, Tenant shall obtain substantially similar coverage through a commercial general liability policy.

ii. Property. All risk property insurance coverage in an amount equal to the replacement cost (without deduction for depreciation) of the improvements constructed on the Premises and the contents thereof. Tenant may purchase insurance for Tenant's personal property as Tenant may determine.

iii. Automobile. If Tenant drives any automobile other than in the roadways and automobile parking areas at the Airport (e.g. Aircraft Movement Area), comprehensive automobile liability coverage for claims and damage due to bodily injury or death of any person or property damage arising out of Tenant's ownership, maintenance, or use of any motor vehicles, whether owned, hired, or non-owned, of not less than five hundred thousand dollars (\$500,000) single combined limit "per accident" for bodily injury and property damage.

iv. Pollution. Tenant is responsible for environmental losses. Any pollution legal liability insurance obtained by Tenant shall comply with the requirements for insurance that are stated in this Agreement. If Tenant engages in self-fueling, Tenant shall comply with Lessor's self-fueling requirements, including, but not limited to, any pollution legal liability insurance requirements.

v. Aircraft. Tenant is responsible for any damage or loss to its Aircraft. Tenant shall obtain insurance coverage for the Aircraft as Tenant may determine. If services are provided by Tenant to the flying public, Tenant shall also maintain hangar keepers' coverage and completed operations coverage of not less than \$500,000 with Lessor as an additional insured.

vi. Business Interruption. Tenant is responsible for all costs of business interruption, however incurred, and Tenant may purchase business interruption insurance as Tenant may determine.

VII. HAZARDOUS MATERIALS

A. No Violation of Environmental Laws. Tenant shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the Premises or the Airport by Tenant or Tenant's Associates in violation of applicable environmental laws.

B. Response to Violations. Tenant agrees that in the event of a release or threat of release of any hazardous material by Tenant or Tenant's Associates at the Airport, Tenant shall provide Lessor with prompt notice of the same. Tenant shall respond to any such release or threat of release in accordance with applicable laws and regulations. If Lessor has reasonable cause to believe that any such release or threat of release has occurred, Lessor may request, in writing, that Tenant conduct reasonable testing and analysis (using qualified independent experts acceptable to Lessor)

to show that Tenant is complying with applicable environmental laws. Lessor may conduct the same at Tenant's expense if Tenant fails to respond in a reasonable manner. Tenant shall cease any or all of Tenant's activities as Lessor determines necessary, in its sole and absolute discretion, in connection with any investigation, cure, or remediation. If Tenant or Tenant's Associates violate any environmental laws at the Airport (whether due to the release of a hazardous material or otherwise), Tenant, at Tenant's expense, shall have the following obligations, which shall survive any expiration or termination of this Agreement: (i) promptly remediate such violation in compliance with applicable environmental laws; (ii) submit to Lessor a written remediation plan, and Lessor reserves the right to approve such plan (which approval shall not be unreasonably withheld) and to review and inspect all work; (iii) work with Lessor and other governmental authorities having jurisdiction in connection with any violation; and (iv) promptly provide to Lessor copies of all documents pertaining to any environmental concern that are not subject to Tenant's attorney-client privilege.

C. Obligations upon Termination. Upon any expiration or termination of this Agreement, or upon any change in possession of the Premises as authorized by Lessor, Tenant shall demonstrate to Lessor's reasonable satisfaction that Tenant has removed any hazardous materials and is in compliance with all applicable environmental laws and regulations. Such demonstration may include, but is not limited to, independent analysis and testing to the extent that facts and circumstances warrant analysis and testing, such as evidence of past violations or specific uses of the premises.

VIII. ASSIGNMENT AND SUBLEASING

A. Assignment by Tenant; Lessor's Option to Repurchase.

- a. Tenant may not assign any of its rights under this Agreement, including, but not limited to, rights in any improvements, unless it has first provided Lessor with written notice of its intent to assign such rights (the "Notice of Assignment"). Upon the receipt of the notice, Lessor shall have 45 days to obtain an appraisal, of the value of the leasehold interest hereunder and improvements thereon (the "Appraisal Amount") and provide notice to the Tenant that it intends to terminate the tenancy under this Agreement and acquire the improvements by paying the Appraisal Amount. If Lessor does not provide written notice of its intent to terminate the tenancy hereunder and acquire the improvements, or provides written notice that it has waived its right to do so, Tenant shall have 6 months to assign such rights pursuant to the provisions of subparagraph (b) below. After 6 months, any proposed assignment shall be prohibited unless the Tenant again complies with the provisions of this subparagraph (a). If Lessor does provide notice of its intent to terminate the tenancy hereunder and acquire the improvements, then the closing shall occur within a reasonable time and the Tenant shall surrender the premises as hereinafter provided upon receipt of the Appraisal Amount in cash.
- b. Subject to the restrictions in subparagraph (a), Tenant may assign any of its rights under this Agreement, including, but not limited to, rights in any improvements, (whether such assignment is voluntarily or involuntarily, by merger, consolidation, dissolution, change in control, or any other manner), or delegate any performance under this Agreement, only with the prior written consent of Lessor to any of the same. Lessor

shall not unreasonably withhold such consent, and as a condition of obtaining such consent, the transferee receiving any such right shall be required to execute a new lease agreement provided by Lessor. Regardless of Lessor's consent, Tenant shall not be released from any obligations for matters arising during the time when this Agreement was in effect. Any purported assignment or delegation of rights or delegation of performance in violation of this Section is void.

- c. If Tenant or any assignee or sublessee is not a natural person, the following shall be deemed to be assignments requiring the written consent of Lessor as a condition to continued occupancy of the premises hereunder:
 - i. Sale of more than 49% of the shares of a corporate Tenant which are issued and outstanding on the commencement date of this lease to members other than the initial members of the LLC;
 - ii. Issuance by a corporate Tenant of additional shares which results in the shares issued and outstanding on the commencement date of this lease being reduced, after the new issue, to less than 51% of the then outstanding and issued shares;
 - iii. Any other action by a corporate Tenant, or its shareholders, the result of which is to reduce the percentage of shares owned by those shareholders existing as of the date of this lease to less than 51%;
 - iv. Any change in the partners of a Tenant which is a general partnership;
 - v. Any change in general partners of a limited partnership Tenant or any reduction in the percentage of ownership in the partnership by any general partner, or any change in the membership or control of a limited liability company which is a Tenant hereunder, except between the original members of the LLC.
 - vi. Any other change in equity ownership of any Tenant which is not a natural person, as a result of which the percentage of equity ownership held by those persons who are equity owners as of the date this Lease is signed is reduced below 51%.
- B. **Assignment by Lessor.** Lessor shall have the right, in Lessor's sole discretion, to assign any of its rights under this Agreement (and in connection therewith, shall be deemed to have delegate its duties), and upon any such assignment, Tenant agrees that Tenant shall perform its obligations under this Agreement in favor of such assignee.
- C. **Sublease.** Upon obtaining Lessor's prior written consent, which Lessor may provide or withhold in Lessor's sole discretion, Tenant shall have the right to sublease portions of the Premises for the storage of Aircraft in the areas approved by and subject to the terms required by Lessor. Tenant shall impose on all approved subtenants the same terms set forth in this Agreement to provide for the rights and protections afforded to Lessor hereunder. Tenant shall reserve the right to amend Tenant's subleases to conform to the requirements of this Agreement, and all such subleases shall be consistent with and subordinate to this Agreement as it is amended from time to time. Such subleases shall include an agreement that the sublessees will attorn to and pay rent to Lessor if Tenant ceases to be a party to this Agreement. Lessor shall have the right to approve any sublease in Lessor's sole discretion, and Tenant shall provide to Lessor a copy of every sublease executed by Tenant (which shall include the make,

model, and identification number of all Aircraft making use of such space). No sublease shall relieve Tenant of any obligation under this Agreement.

IX. DAMAGE, DESTRUCTION, AND CONDEMNATION

- A. **Damage or Destruction of Premises.** If any portion of the Premises or the improvements on the Premises is damaged in any manner, Tenant shall promptly remove from the Airport all debris and cause repairs to be made to restore the same to an orderly and safe condition. All work shall be performed in accordance with plans and specifications that are approved by Lessor as being consistent with or better than the original improvements. Tenant shall apply all proceeds that are made available from Tenant's insurance policies (or those of any subtenant or assignee) to performing such work. If Lessor performs such work, insurance proceeds shall be paid to Lessor. If the Premises or any improvement on the Premises are tenantable despite such damage, Tenant shall not receive any abatement of Tenant's rent obligations. Tenant shall not receive any abatement of Tenant's rent obligations.
- B. **Condemnation.** In the event of any condemnation proceeding in which all or any part of the Premises is taken (by a condemnor other than Lessor), all compensation from such proceeding shall be paid to Lessor, except that Tenant may pursue a claim against the condemnor for the value of the improvements on the Premises that are owned by Tenant and Tenant's leasehold interest, and any subtenants may pursue a claim against the condemnor for the value of their subtenancy interests. In the event of a partial taking, Lessor shall reduce the ground rent payable by Tenant on a pro rata basis for portions of the Premises so taken. If Lessor determines in its sole discretion that all or a material portion of the Premises will be (or has been) rendered untenable as a result of such taking, Lessor may terminate this Agreement by giving Tenant a written notice of termination, and this Agreement shall terminate at the time specified in the notice (which shall not be less than thirty (30) days after the date of such notice).

X. DEFAULT

- A. **Tenant's Default.** The occurrence of any of the following events shall constitute a default by Tenant under this Agreement unless cured within thirty (30) days following written notice of such violation from lessor: (i) Tenant fails to timely pay any installment of rent or any additional rent; (ii) Tenant violates any requirement under this Agreement (including, but not limited to, abandonment of the Premises); (iii) Tenant assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Premises (except as expressly permitted in this Agreement); (iv) Tenant files a petition in bankruptcy or has a petition filed against Tenant in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; (v) Tenant petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; or (vi) Tenant defaults in constructing any improvements that are required to be constructed under this Agreement.
- B. **Remedies.** Upon any default by Tenant under this Agreement, Lessor may (at any time) pursue any or all remedies available to Lessor, including, but not limited to, the following: (i) perform in Tenant's stead any obligation that Tenant has failed to perform, and Tenant shall promptly

pay to Lessor all costs incurred by Lessor for such performance, together with interest and service fees for any past due amounts and an administrative charge equal to ten percent (10%) of the cost incurred by Lessor (which the parties agree is a reasonable estimate of and liquidated damages for Lessor's overhead expenses associated with such performance); (ii) terminate Tenant's rights under this Agreement upon delivering a written notice of termination; and (iii) re-enter and take possession of the Premises by any lawful means (with or without terminating this Agreement). Tenant shall pay all costs and damages arising out of Tenant's default, including, but not limited to, the cost of recovering possession of the Premises, the cost of improving and reletting the Premises (including, but not limited to, any real estate broker fees or marketing costs), and attorneys' fees and costs. Notwithstanding any termination or re-entry, Tenant shall remain liable to pay the rent and additional rent required under this Agreement for the remaining term of this Agreement, and Tenant shall pay Lessor on demand for any deficiency in the same. No action by Lessor or Lessor's Associates shall be construed as an election by Lessor to terminate this Agreement or accept any surrender of the Premises unless Lessor provides Tenant with a written notice expressly stating that Lessor has terminated this Agreement or accepted a surrender of the Premises.

- C. **Default by Lessor.** Lessor shall not be in default under this Agreement unless Lessor fails to perform an obligation required of Lessor under this Agreement within thirty (30) days after written notice by Tenant to Lessor. If the nature of Lessor's obligation is such that more than thirty (30) days are reasonably required for performance or cure, Lessor shall not be in default if Lessor commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

XI. EXPIRATION OR TERMINATION OF AGREEMENT

A. Disposition of Tenant's Improvements.

i. **Disposition if Agreement Terminates Due to Default.** If this Agreement terminates before the Expiration Date due to Tenant's default, within ninety (90) days after such termination Lessor, in its sole discretion, may determine to accept title to all or any portion of the Tenant-owned improvements on the Premises. Upon Lessor accepting any such title, all of Tenant's rights, title, and interests in the same shall be terminated and title thereto shall vest in Lessor automatically. Tenant shall surrender such improvements and the Premises upon termination of the Agreement. If Lessor rejects any such title, or if such ninety-day period expires, Tenant shall (within sixty (60) days of such rejection or expiration) remove all improvements that were not accepted by Lessor at Tenant's sole expense in a manner acceptable to Lessor. If Tenant fails to remove any such improvements, Lessor may do so in any manner acceptable to Lessor.

ii. **Disposition Upon Expiration.** If this Agreement expires at or after the Expiration Date, Tenant agrees that Lessor shall have (and hereby grants to Lessor) the option to assume ownership all or any of the Tenant-owned improvements on the Premises and, if such option is exercised the transfer of assets shall be self-executing provided that Tenant agrees to cooperate in the execution and delivery of any instrument necessary to perfect title in the Lessor. The option to assume ownership shall be deemed to have occurred unless

Lessor gives notice that it will not exercise such option. If Lessor does not exercise such option to assume ownership of the improvements (or if when exercising such option Lessor does not acquire a Tenant-owned hangar), Tenant may either: (a) transfer its interests in the improvements owned by Tenant to a party who, prior to the Expiration Date, has been accepted by Lessor, in its sole discretion, and has entered an agreement for the Premises that is acceptable to Lessor; or (b) Tenant shall surrender the Premises and, within sixty (60) days after the Expiration Date, shall remove all improvements owned by Tenant. If Tenant fails to perform either such alternative, Lessor shall have the rights as set forth above for termination of agreement due to Tenant's default.

- B. **Surrender of Premises.** Upon any expiration or termination of this Agreement, Tenant, at Tenant's sole cost, shall (i) promptly and peaceably surrender to Lessor the Premises (and any improvements accepted by Lessor) "broom clean," free of debris, and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the Premises or the Airport (other than that which resulted from ordinary wear and tear during the term of the lease) that arises from or relates to Tenant's use, occupancy, or operations under this Agreement (including, but not limited to, while removing any property upon expiration or termination); (iii) deliver to Lessor all keys and access credentials relating to the Airport; (iv) perform Tenant's environmental obligations as in this Agreement; and (v) remove all movable personal property and trade fixtures (including signage) that are not owned by Lessor, (except that Tenant must obtain Lessor's prior written consent to remove any such property if Tenant is in default under this Agreement or if such removal may impair the structure of any building). Upon any expiration or termination of this Agreement (which includes, but is not limited to, termination for abandonment of the Premises), all property that Tenant leaves on the Premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to, and without any obligation to account to, Tenant or any other person (except that improvements owned by Tenant shall be as provided in Section A above) Tenant shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Tenant shall not be released from Tenant's obligations under this Agreement in connection with surrender of the Premises until Lessor has inspected the Premises and delivered to Tenant a written acceptance of such surrender.
- C. **Holding Over.** If Tenant remains in possession of the Premises after any expiration or termination of this Agreement, such occupancy shall not waive any default under this Agreement and Lessor may terminate such occupancy as a tenancy at will in accordance with state law. During such occupancy, Tenant shall comply with all provisions of this Agreement that are applicable to an at-will tenancy, and Tenant shall pay the following rent: ground rent at the highest rate then charged at the Airport and rent for the improvements at fair market value based on Lessor's survey of rent for similarly situated facilities at the Airport and at other similar airports (which Lessor shall determine in its sole discretion).

XII. MISCELLANEOUS PROVISIONS

- A. **Notices.** Any notice, demand, written consent, or other communication required to be in writing under this Agreement shall be given in writing by personal delivery, express mail

(postage prepaid), nationally recognized overnight courier with all fees prepaid (such as, by way of example, Federal Express or UPS), or certified mail (return receipt requested and postage prepaid) when addressed to the respective parties as follows:

If to Lessor:

City of Leesburg
Attn: Airport Manager

With required, simultaneous copy to:

Grant Watson, City Attorney
Stone & Gerken, P.A.
4850 N. Hwy 19A
Mount Dora, FL 32757

If to Tenant:

Curry Aviation, LLC
616 N Palmetto Street
Leesburg, FL 34748

With required, simultaneous copy to:

Either Lessor or Tenant may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

- B. **Entire Agreement.** This Agreement (including the documents referred to herein) constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof.
- C. **Force Majeure.** No act or event, whether foreseen or unforeseen, shall operate to excuse Tenant from the prompt payment of rent or any other amounts required to be paid under this Agreement. If Lessor (or Tenant in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and that such party has been unable to avoid or overcome by

exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.

- D. **Governing Law, Venue, and Waiver of Jury Trial.** This Lease shall be governed, construed, performed, and enforced in accordance with the Laws of the State of Florida and venue shall be in Lake County. LESSOR AND TENANT EACH WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LESSOR AND TENANT, OR TENANT'S USE OR OCCUPANCY OF THE PREMISES. This Lease shall be governed, construed, performed, and enforced in accordance with the Laws of the State.
- E. **Attorney's Fees.** If any action is brought to recover any rent or other amount under this Agreement because of any default under this Agreement, to enforce or interpret any of the provisions of this Agreement, or for recovery of possession of the Premises, the party prevailing in such action shall be entitled to recover from the other party reasonable attorney's fees, court costs, the fees of experts and other professionals, and other costs arising from such action (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered. Tenant shall be responsible for all expenses, including, but not limited to, attorneys fees, incurred by Lessor in any case or proceeding involving Tenant or any permitted assignee of Tenant under or related to any bankruptcy or insolvency law. The provisions of this Section shall survive any expiration or termination of this Agreement.
- F. **Amendments.** No amendment to this Agreement shall be binding on Lessor or Tenant unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.
- G. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.
- H. **Confidentiality and Sunshine.** Tenant acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Tenant shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Tenant complies with the same Tenant shall have the right to defend any such request for confidentiality at Tenant's expense.
- I. **Relationship of Parties.** This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.
- J. **Provisions Are Binding Upon Successors and Assigns.** It is mutually covenanted, understood, and agreed by and between the parties hereto, that each of the provisions of this

Lease shall apply to, extend to, be binding upon, and inure to the benefit or detriment of not only the parties hereto, but also the legal representatives, successors, and assigns of Lessor and Tenant hereto, and shall be deemed and treated as covenants running with the Premises during the term of this Agreement. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the legal representatives, successors, and assigns of said party, the same as if in each case expressed.

K. **Memorandum.** Lessor may, at its option, record a memorandum of this lease in the Public Records of Lake County, Florida, so as to alert third parties of the nature and duration of Tenant's interests in the premises

L. **Estoppel Certificate.** At any time, upon request by Lessor, the Tenant agrees to execute a certificate stating:

- a. That no default exists at the time on the part of Lessor, or setting forth the nature of the default if one does exist;
- b. The term, rental amount, termination date and other material conditions of this lease;
- c. That Tenant's interest is inferior and subordinate to the lien of any mortgage now encumbering Lessor's interest in the premises, or hereafter executed by Lessor.

M. **Nondiscrimination Provisions.**

- a. The Tenant, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
 - i. No person on the grounds of gender, age, race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to, discrimination in the use of said facilities;
 - ii. That is the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any aspect of the process of such construction, or the awarding of bids;
 - iii. That the Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.
- b. In the event of breach of any of the above nondiscrimination covenants, the Lessor shall have the right to terminate the lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed, including exercise or expiration of appeal of rights.

- c. Tenant shall furnish its accommodations and/or services on a fair, equal and nondiscriminatory basis to all users thereof, and it shall charge fair, reasonable and nondiscriminatory prices for each unit or service; provided, that the Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
 - d. Noncompliance with provision (c) above shall constitute a material breach thereof and in the event of such noncompliance the Lessor shall have the right to terminate this lease and the estate hereby created without liability therefor or at the election of the Lessor or the United States, either or both said Governments shall have the right to judicially enforce provision (c) above.
 - e. Tenant agrees that it shall insert the above provisions in any lease by which said Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.
- N. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- O. **Non-Exclusive Right Provision.** Nothing herein contained shall be construed as granting, or authorizing the granting of, an exclusive right within the meaning of Section 308 of the Federal Aviation Act.
- P. **EXCEPT FOR THE ITEMS SET FORTH SPECIFICALLY IN THIS LEASE, ALL WARRANTIES OF ANY NATURE CONCERNING THE PREMISES, EITHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, ARE WAIVED BY TENANT. TENANT UNDERSTANDS AND AGREES THAT LESSOR DOES NOT WARRANT THE CONDITION OF ANY IMPROVEMENTS ON THE PROPERTY, THEIR HABITABILITY OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE, AND THAT ALL SUCH WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARE HEREBY WAIVED BY TENANT AND DISCLAIMED BY LESSOR.**

[Signature Page Follows]

In Witness Whereof, the parties have signed and sealed this Agreement as of the day and year first above-written.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

TENANT

Signature of First Witness

By: _____

Title: _____

Print or Type Name of First Witness

Signature of Second Witness

Print or Type Name of Second Witness

CITY OF LEESBURG, FLORIDA

Attest: _____

By: J. Andi Purvis, City Clerk

By: _____, Mayor

Exhibit A Legal Description of the Premises

EXHIBIT "A"

DESCRIPTION :

A PARCEL OF LAND LOCATED IN SECTION 22, TOWNSHIP 19 SOUTH, RANGE 25 EAST IN LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS;

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF THE 214 FOOT WIDE RIGHT OF WAY OF U.S. HIGHWAY 441, (S.R.500), AND THE WESTERLY RIGHT OF WAY LINE OF THE 60 FOOT WIDE RIGHT OF WAY OF COLLEGE DRIVE FOR THE POINT OF COMMENCEMENT, (POC); THENCE RUN NORTH 71°26'06" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 441, 583.89 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 441, RUN SOUTH 18°33'54" WEST, A DISTANCE OF 359.76 FEET TO THE POINT OF BEGINNING, (P.O.B.) OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 18°33'54" WEST, A DISTANCE OF 126.00 FEET; THENCE RUN SOUTH 71°26'06" EAST, PARALLEL WITH AND 505.76 FEET SOUTHERLY OF SAID SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 441, A DISTANCE OF 248.00 FEET; THENCE RUN NORTH 18°33'54" EAST, PERPENDICULAR WITH SAID SOUTHERLY RIGHT OF WAY OF U.S. HIGHWAY 441, A DISTANCE OF 126.00 FEET; THENCE RUN NORTH 71°26'06" WEST, A DISTANCE OF 248.00 FEET THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND IS LOCATED AT THE LEESBURG INTERNATIONAL AIRPORT IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS 31,248.00 SQUARE FEET OR 0.717 ACRES MORE OR LESS.

GENERAL NOTES

- 1: This is NOT A BOUNDARY SURVEY.
- 2: This sketch is to show existing site information and improvements for the sole purpose of conceptual design.
- 3: This sketch was prepared for the City of Leesburg and its assign's as there interests may appear. Use of this sketch by any other parties is Strictly forbidden.
- 4: Use of this sketch shown on sheet 2 for any other purpose than that stated in note (2) is the sole responsibility of the user. The City of Leesburg assumes no liability for the misuse of this information.
- 5: All information outside the labeled limits of this site is for general reference purposes only. Assumption of correctness outside of said site boundary is the liability of the user.
- 6: The Bearings, shown hereon, are relative to assumed datum U.S. HIGHWAY 441, AS BEING S. 71°26'06" E..
- 7: This sketch was prepared by the City of Leesburg under the direction of Tracey Dean, Leesburg International Airport Manager.
- 8: This sketch contains 2 sheets in which NONE are valid without all remaining sheets.

SECTION: 22-19-25



SKETCH OF DESCRIPTION
PROPOSED LEASE PARCEL
at
LEESBURG INTERNATIONAL AIRPORT
in the CITY OF LEESBURG

DATE: 09/11/2022
DRAWN: AP
CHECKED: AP
APPROVED: TD
SCALE: NTS
FILE NO.: AP22003

SHEET
NUMBER
1
OF
2

Exhibit B Cost Estimate and Sketch



LEESBURG INTERNATIONAL AIRPORT
CITY OF LEESBURG
HANGAR DEVELOPMENT
PLANNING PHASE

Item No.	Description	Quantity	Units	Unit Price	Total
1	CLEARING & GRUBBING	4	AC	\$ 12,000.00	\$ 42,000.00
2	EXCAVATION, EMBANKMENT, EARTHWORK BALANCING	1	LS	\$ 125,000.00	\$ 125,000.00
3	TAXILANE CONNECTOR - ASPHALT PAVEMENT SECTION	12,350	SF	\$ 11.50	\$ 142,025.00
4	ACCESS ROAD - ASPHALT PAVEMENT SECTION	15,750	SF	\$ 11.50	\$ 181,125.00
5	NEW 6' CHAINLINK FENCE WITH BARBED WIRE	715	LF	\$ 50.00	\$ 35,750.00
6	REMOVAL OF EXISTING FENCE	500	LF	\$ 10.00	\$ 5,000.00
7	MISC. DRAINAGE IMPROVEMENTS AND PERMITTING	1	LS	\$ 95,000.00	\$ 95,000.00
8	CIVIL SITE RESTORATION	1	LS	\$ 15,000.00	\$ 15,000.00
9	PROJECT SURVEY AND STAKEOUT	1	LS	\$ 12,500.00	\$ 12,500.00
10	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS	\$ 20,000.00	\$ 20,000.00
11	MOBILIZATION (10% MAXIMUM)	1	LS	\$ 66,600.00	\$ 66,600.00
SUB-TOTAL					\$ 740,000.00
CONSTRUCTION CONTINGENCY					\$ 74,000.00
ENGINEERING DESIGN, BIDDING AND PERMITTING SERVICES					\$ 86,000.00
(INCLUDING TOPO SURVEY, GEOTECHNICAL INVESTIGATION, AND CITY & SJRWMD PERMITTING)					
TOTAL CONSTRUCTION COST ESTIAMTE					\$ 900,000.00

Leesburg International Airport

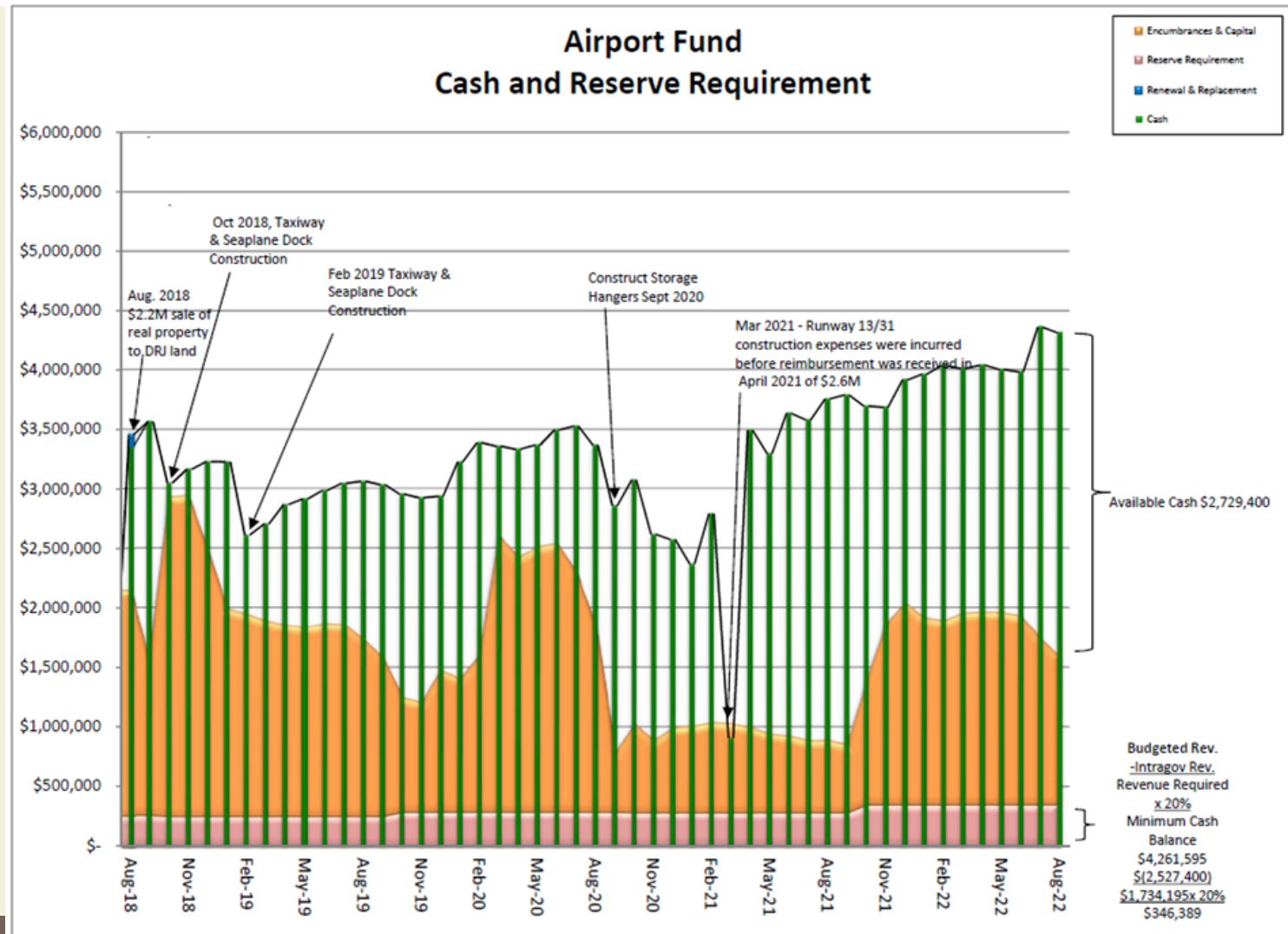


FUTURE CIPs



AND SPENDING PLAN

AVAILABLE CASH - \$2,700,000



AP CASH FLOW AFTER OPERATIONS



AIRPORT FUND - CASH FLOW AFTER OPERATION COSTS									
	ACTUAL							ESTIMATED	BUDGET
	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Revenues	1,133,328.79	1,116,290.34	1,150,404.10	1,199,656.42	1,312,666.01	1,247,265.13	1,358,236.99	1,497,147.76	1,497,788.00
Expenses:									
Operating Expenses	621,726.26	612,708.34	642,453.09	628,746.46	816,151.99	687,016.82	807,267.54	937,787.19	887,158.00
Grant Match (Capital)	170,274.54	139,088.45	102,052.85	461,853.07	479,649.00	440,234.70	276,579.48	484,459.30	350,000.00
Unallocated Funds	341,327.99	364,493.55	405,898.16	109,056.89	16,865.02	120,013.61	274,389.97	74,901.27	260,630.00
Available Cash	511,602.53	503,582.00	507,951.01	570,909.96	496,514.02	560,248.31	550,969.45	559,360.57	610,630.00

1,967,576.46

PROJECTS UNDER CONSIDERATION



PROJECTS	ESTIMATED COSTS
Relocated Fuel Farm	\$3.4 M
Rehabilitated Fuel Farm	\$1.5M
Veterans Road Site Development	\$1.0M
Hangars - Sitework	\$2.0M
Hangars 4 Buildings	\$6.0M
Hangars Per Building	\$1.5M

POTENTIAL PROJECT OPTIONS



OPTION - A

PROJECT	TIME FRAME	FDOT GRANT FUNDS	AP CASH FUNDING
Veterans Site Development	Now	\$1.0M	\$0
Rehabilitated Fuel Farm	Summer 2023	\$1.0M	\$0.5M
Hangar Sitework	Summer 2024	\$1.0M	\$1.0M
Build 1 Hangar	Summer 2025	\$1.0M	\$1.0M
		TOTAL AP CASH	\$2.5M
		REMAINING AP CASH	\$0.2M

POTENTIAL PROJECT OPTIONS



OPTION - B

PROJECT	TIME FRAME	FDOT GRANT FUNDS	AP CASH FUNDING
Hangar Sitework	Summer 2023	\$2.0M	\$0
Hangar Building #1	Summer 2024	\$1.0M	\$0.5M
Hangar Building #2	Summer 2024	\$0	\$1.5M
Hangar Building #3	Summer 2025	\$1.0M	\$0.5M
		TOTAL AP CASH	\$2.5M
		REMAINING AP CASH	\$0.2M

POTENTIAL PROJECT OPTIONS



OPTION - C

PROJECT	TIME FRAME	FDOT GRANT FUNDS	AP CASH FUNDING
Veterans Site Develop	Now	\$0	\$1.0M
Relocated Fuel Farm	Summer 2023	\$2.0M	\$1.4M
		TOTAL AP CASH	\$2.4M
		REMAINING AP CASH	\$0.3M

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: October 24, 2022

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Task Order with GAI Consultants, Inc., for professional design services for the development of vacant land, located north of Veterans Road and east of Taxiway Kilo; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the GAI Consultants, Inc. Task Order for professional services.

Analysis:

The Airport has a demand for shovel-ready parcels to be developed by private owners. The land located north of Veterans Road and east of Taxiway Kilo is 3.34± acres, which could support up to 4 individual parcels. The design will include taxilane access from Taxiway Kilo to the parcels, a vehicle access road from Veterans Drive, the clearing and grubbing necessary for the airside and landside access, and fencing. The scope of services for design, bidding and permitting shall not exceed \$86,000.00. It is anticipated that these services could be completed in approximately four months' time. Somewhat concurrently with design, SJRWMD could take 90 to 120 days for review and permit modification approval. Construction timeline may be impacted by the availability of aggregate for asphalt production for the taxilane.

The Airport Advisory Board reviewed the Task Order at its October 13, 2022 meeting and unanimously recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve and execute the Task Order with GAI Consultants, Inc.; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

A budget adjustment will be necessary to add this project to the current Airport Capital Projects. Funds are available in the Airport Reserves.

Account No. 048-8099-542.3130

Project No. 480003

WF No. WF1444418/1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
TASK ORDER WITH GAI CONSULTANTS, INC., FOR PROFESSIONAL
DESIGN SERVICES FOR THE DEVELOPMENT OF VACANT LAND,
LOCATED NORTH OF VETERANS ROAD AND EAST OF TAXIWAY KILO;
AND PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with GAI Consultants, Inc., whose address is 618 E. South Street, Suite 700, Orlando, FL, 32801, for professional services.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of October 2022.

Mayor

ATTEST:

City Clerk

**TASK ORDER UNDER AN
AGREEMENT FOR PROFESSIONAL SERVICES
ON A CONTINUING BASIS**

THIS TASK ORDER is made as of the 10th day of October in the year 2022, between **THE CITY OF LEESBURG, FLORIDA**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”, or “SPONSOR”, or “OWNER”), and **GAI CONSULTANTS, INC.** whose address is 618 E. South Street, Suite 700, Orlando, FL 32801 (hereinafter referred to as the “PROFESSIONAL”, or “CONSULTANT”, or “Consultant”).

WITNESSTH:

WHEREAS, on July 12, 2021, pursuant to resolution 10879 the CITY and PROFESSIONAL entered into an Agreement for professional engineering services on a continuing basis (hereinafter referred to as the “Master Agreement”). The Master Agreement is referenced herein as though set forth in full text.

WHEREAS, the CITY and the PROFESSIONAL desire to enter into a Written Task Order (hereinafter referred to as “Task Order”) for professional services providing design and permitting services on the below referenced Project.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained in this Task Order, the CITY and the PROFESSIONAL do hereby agree as set forth below:

1. **Recitals.**

The above recitals are true and correct and are incorporated herein.

2. **Scope of Services.**

The Parties agree to the Scope of Services and Fee pursuant to the terms and conditions set forth in the PROFESSIONAL’s proposal included as ATTACHMENT ‘A’ for the project generally described as:

**Project:
LEESBURG INTERNATIONAL
AIRPORT HANGAR INFRASTRUCTURE
(DESIGN, BIDDING AND PERMITTING SERVICES)**

3. **Compensation.**

The PROFESSIONAL shall perform the Scope of Services for an amount of **\$86,000.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written Change Order approving additional Services and additional compensation.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Task Order on the date stated in the preamble.

GAI CONSULTANTS, INC.

By: *Jack E. Thompson, Jr.*
Jack E. Thompson, Jr. (Oct 5, 2022 09:07 EDT)

Printed: Jack E. Thompson, Jr.

Its: Aviation Director
(Title)

THE CITY OF LEESBURG, FLORIDA

Mike Pederson, Mayor

ATTEST:

J. Andi Purvis, City Clerk

TaskOrder-GAIConsultants-Hangar Infrastructure

Final Audit Report

2022-10-03

Created:	2022-10-03
By:	aaliyah davis (aaliyah.davis@leesburgflorida.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWpRPuD5X7Kai3atW-co7wIKQV1NHuR9u

"TaskOrder-GAIConsultants-Hangar Infrastructure" History



Document created by aaliyah davis (aaliyah.davis@leesburgflorida.gov)

2022-10-03 - 1:04:47 PM GMT- IP address: 8.26.112.25



Document emailed to j.thompson@gaiconsultants.com for signature

2022-10-03 - 1:05:49 PM GMT



Email viewed by j.thompson@gaiconsultants.com

2022-10-03 - 1:06:20 PM GMT- IP address: 104.47.66.126



Signer j.thompson@gaiconsultants.com entered name at signing as Jack E. Thompson, Jr.

2022-10-03 - 1:07:23 PM GMT- IP address: 71.176.216.26



Document e-signed by Jack E. Thompson, Jr. (j.thompson@gaiconsultants.com)

Signature Date: 2022-10-03 - 1:07:25 PM GMT - Time Source: server- IP address: 71.176.216.26



Agreement completed.

2022-10-03 - 1:07:25 PM GMT



Adobe Acrobat Sign



**SCOPE OF SERVICES FOR
LEESBURG INTERNATIONAL AIRPORT
HANGAR INFRASTRUCTURE
(DESIGN, BIDDING AND PERMITTING SERVICES)**

Project Description: The Leesburg International Airport (LEE) has identified the area north of Veterans Road and east of Taxiway K for development of aircraft storage and maintenance hangars for general aviation aircraft. The hangars will be built by private owners on up to four parcels. The Airport will provide taxilane access from Taxiway K to the parcels, and an automobile access road from Veterans Road. Design will include clearing and grubbing necessary for the airside and landside accesses, security fence details and alignments for future hangar construction, and Construction Safety Phasing Plans for the taxilane and road construction. Stormwater permitting for the taxilane and road will be through St. Johns River Water Management District (SJRWMD).

Project Justification: The Airport has demand for shovel ready parcels to be developed by private owners.

Tasks and Cost: This scope of services includes Design, Bidding and Permitting Services. Total Lump Sum cost of this scope of services is **\$86,000.00**.

DESIGN SERVICES INCLUDES:

Site Design: Paving, grading, soil erosion control, restoration, and construction safety and phasing plan (CSPP) design for airside and landside access to future aircraft hangar sites. Topographic survey and geotechnical investigation will be conducted as part of this project.

Drainage Design: Conveyance, inlets, and pipes for only the taxilane and road areas within the project limits.

Utility Design: Utility design is not a part of this project.

Permitting: St. Johns River Water Management District stormwater permitting, and City of Leesburg Site Plan Review. Permit application fees to be paid by the Airport.

FAA Coordination: Categorical Exclusion - environmental clearance through the FAA.

Task 1 - Schematic & Preliminary Design / 50% Plans (\$53,660)

Task 1 services will involve preliminary site design and the production of 50% Plans. The Task shall include:

- Geotechnical Investigation,
- Field Survey,
- Preliminary Front-End Document,
- Preliminary Technical Specifications,

- Preliminary Site Plan
- Preliminary Paving, Grading & Soil Erosion Control,
- Preliminary Drainage Design,
- Submittal of SJRWMD Stormwater Permit Application,
- Submittal of Categorical Exclusion,
- Construction Phasing and Schedule,
- Submittal of project for City Plan Review, and
- Construction Cost Estimate.

The Consultant will prepare 50% Plans and Specifications, and a Construction Cost Estimate.

The Consultant will meet with the Airport to review the Plans and Specifications to verify that all concerns, issues, and potential conflicts are addressed prior to proceeding with 100% Construction Documents.

Task 2 – Construction Documents / 100% Plans (\$24,270)

The Consultant shall address any changes requested by the OWNER at the 50% Review Meeting in this Phase. Upon issuance of the Notice to Proceed, the Consultant will proceed with the 100% Design to include the following:

- Incorporate OWNER Comments,
- Incorporate Permitting Comments,
- Final Plans,
- Final Front-End Documents,
- Final Technical Specifications, General Provisions/Supplementary Conditions,
- Final Quantities and Bid Schedule,
- Final Construction Phasing and Schedule, and
- Final Construction Cost Estimate.

The Consultant will prepare Construction Plans and Specifications, and a Final Construction Cost Estimate.

Task 3 – Bidding Services (\$8,070.00)

The CONSULTANT will perform general coordination and will:

- Prepare for and attend the Pre-Bid Conference,
- Prepare addenda as necessary,
- Respond to Bidder's questions,
- Issue plan revisions,
- Assist the OWNER in tabulating and evaluating bids, and
- Assist in the contract award and preparation of construction contract documents.

DESIGN AND BIDDING PAYMENT DELIVERABLES / MILESTONES

Payment for the above listed items or tasks will be made after the following deliverables are received or milestones occur:

- Payment will be made for activities performed in accordance with the tasks above. A progress report or other means of verification will be provided with each invoice attesting to the work performed.
- Invoiced on a monthly basis, in proportion to the percentage of completion.
- Schematic & Preliminary Design / 50% Plans - Three (3) copies of the Preliminary Plans in 24"x36" format will be submitted to the OWNER for distribution.
- Construction Documents / 100% Plans - Three (3) copies of the 100% Plans in 24"x36" format, and a final set of specifications and front-end documents will be submitted to the OWNER for distribution.
- A signed and sealed plan set and bid documents shall be provided for the OWNER's files.
- Bidding – Recommendation of Award.

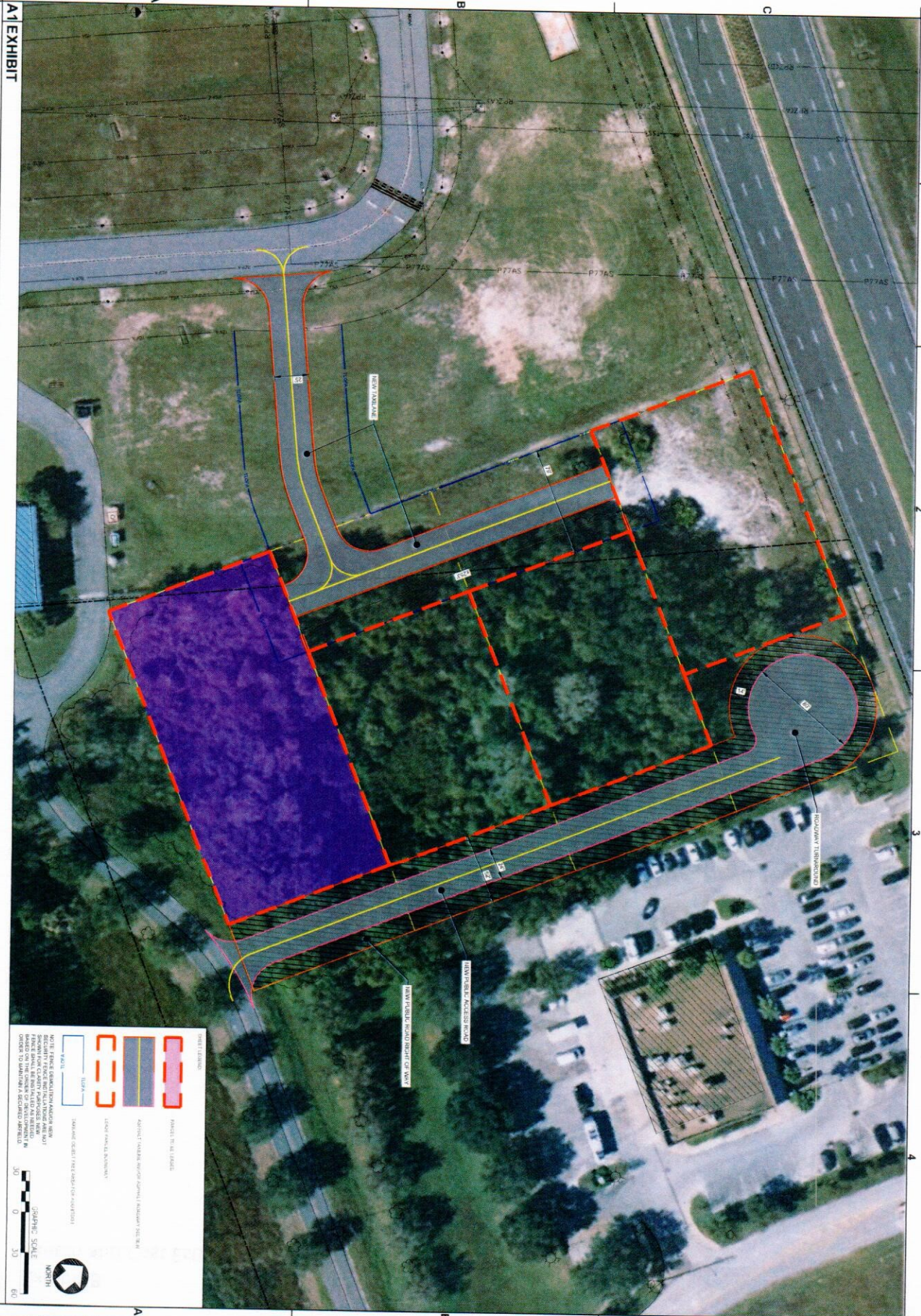
07/08/2022

FEE PROPOSAL
DESIGN AND PERMITTING SERVICES FOR HANGAR INFRASTRUCTURE
LEESBURG INTERNATIONAL AIRPORT

LABOR SUMMARY

TASK	DESCRIPTION	Technical/Professional 24		Technical/Professional 12		Technical/Professional 07		Technical/Professional 06		Subconsultant	
		Rate/Hour: \$	285	Rate/Hour: \$	170	Rate/Hour: \$	125	Rate/Hour: \$	110	\$	Cost
1	SCHEMATIC & PRELIMINARY DESIGN / 50% PLANS	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
1.1	General Coordination with OWNER	8	\$ 2,280	4	\$ 680		-	4	\$ 440	\$	-
1.2	Geotechnical Investigation (Cal-Tech Testing)		-	4	\$ 680	4	500	4	\$ 440	\$	9,600
1.3	Field Survey		-	4	\$ 680	4	500	4	\$ 440	\$	10,000
1.4	Preliminary Front-End Document		-	4	\$ 680	2	250	4	\$ 440	\$	-
1.5	Preliminary Technical Specifications		-	2	\$ 340	2	250	4	\$ 440	\$	-
1.6	Preliminary Site Plan		-	4	\$ 680	16	2,000	40	\$ 4,400	\$	-
1.7	Preliminary Paving, Grading & Soil Erosion Control		-	4	\$ 680	8	1,000	30	\$ 3,300	\$	-
1.8	Preliminary Drainage Design		-	4	\$ 680	16	2,000	8	\$ 880	\$	-
1.9	Submittal of SJRWMD Stormwater Permit Application		-	4	\$ 680	8	1,000	4	\$ 440	\$	-
1.10	Submittal of Categorical Exclusion	2	\$ 570	8	\$ 1,360	4	500	4	\$ 440	\$	-
1.11	Construction Phasing and Schedule	2	\$ 570	2	\$ 340	4	500	4	\$ 440	\$	-
1.12	Submittal of project for City Plan Review		-	2	\$ 340	4	500	4	\$ 440	\$	-
1.13	Construction Cost Estimate		-	2	\$ 340	4	500	8	\$ 880	\$	-
	Subtotal	12	\$ 3,420	48	\$ 8,160	76	\$ 9,500	118	\$ 12,980	\$	19,600
2	CONSTRUCTION DOCUMENTS / 100% PLANS										
2.1	General Coordination with OWNER	8	\$ 2,280	4	\$ 680		-		\$ -	\$	-
2.2	Incorporate Permitting Comments		-	4	\$ 680	8	1,000	16	\$ 1,760	\$	-
2.3	Final Plans		-	4	\$ 680	16	2,000	32	\$ 3,520	\$	-
2.4	Final Front-End Documents		-	4	\$ 680	4	500	4	\$ 440	\$	-
2.5	Final Technical Specifications, General Provisions/Supplementary Conditions		-	4	\$ 680	8	1,000	8	\$ 880	\$	-
2.6	Final Quantities and Bid Schedule		-	4	\$ 680	4	500	8	\$ 880	\$	-
2.7	Final Construction Phasing and Schedule	2	\$ 570	8	\$ 1,360	8	1,000	4	\$ 440	\$	-
2.8	Final Construction Cost Estimate		-	4	\$ 680	4	500	8	\$ 880	\$	-
	Subtotal	10	\$ 2,850	36	\$ 6,120	52	\$ 6,500	80	\$ 8,800	\$	-
3	BIDDING SERVICES										
3.1	Prepare for and attend the Pre-Bid Conference		-	4	\$ 680		-		\$ -	\$	-
3.2	Prepare addenda as necessary		-	4	\$ 680	4	500	4	\$ 440	\$	-
3.3	Respond to Bidder's questions		-	4	\$ 680	4	500		\$ -	\$	-
3.4	Issue plan revisions		-	4	\$ 680	4	500	4	\$ 440	\$	-
3.5	Assist the OWNER in tabulating and evaluating bids	2	\$ 570	4	\$ 680		-		\$ -	\$	-
3.6	Assist in the contract award and preparation of construction contract documents		-	2	\$ 340	4	500	8	\$ 880	\$	-
	Subtotal	2	\$ 570	22	\$ 3,740	16	\$ 2,000	16	\$ 1,760	\$	-
Total Labor and Expenses		24	\$ 6,840	106	\$ 18,020	144	\$ 18,000	214	\$ 23,540	\$	19,600

Labor Costs	
Hours	Cost
12	\$ 2,960
12	\$ 11,220
12	\$ 11,620
10	\$ 1,370
8	\$ 1,030
60	\$ 7,080
42	\$ 4,980
28	\$ 3,560
16	\$ 2,120
18	\$ 2,870
12	\$ 1,850
10	\$ 1,280
14	\$ 1,720
254	\$ 53,660
12	\$ 2,960
28	\$ 3,440
52	\$ 6,200
12	\$ 1,620
20	\$ 2,560
16	\$ 2,060
22	\$ 3,370
16	\$ 2,060
178	\$ 24,270
4	\$ 680
12	\$ 1,620
8	\$ 1,180
12	\$ 1,620
6	\$ 1,250
14	\$ 1,720
56	\$ 8,070
488	\$ 86,000



A1 EXHIBIT

EXHIBIT

EXHIBIT

gall
CONSULTANTS

415 SOUTH ST. SUITE 100
LEESBURG, FL 34748
PH: 888.444.4444
WWW.GALLCONSULTANTS.COM

SHEET

LEESBURG
FL 34748
JULY 2022



LEESBURG INTERNATIONAL AIRPORT
CITY OF LEESBURG
HANGAR DEVELOPMENT
PLANNING PHASE

PROBABLE PROJECT COST

07/11/22

Item					
No.	Description	Quantity	Units	Unit Price	Total
1	CLEARING & GRUBBING	3.5	AC	\$12,000.00	\$42,000.00
2	EXCAVATION, EMBANKMENT, EARTHWORK BALANCING	1	LS	\$125,000.00	\$125,000.00
3	TAXILANE CONNECTOR - ASPHALT PAVEMENT SECTION	12,350	SF	\$11.50	\$142,025.00
4	ACCESS ROAD - ASPHALT PAVEMENT SECTION	15,750	SF	\$11.50	\$181,125.00
5	NEW, 6' CHAINLINK FENCE, WITH BARBED WIRE	715	LF	\$50.00	\$35,750.00
6	REMOVAL OF EXISTING FENCE	500	LF	\$10.00	\$5,000.00
7	MISC. DRAINAGE IMPROVEMENTS AND PERMITTING	1	LS	\$95,000.00	\$95,000.00
8	CIVIL SITE RESTORATION	1	LS	\$15,000.00	\$15,000.00
9	PROJECT SURVEY AND STAKEOUT	1	LS	\$12,500.00	\$12,500.00
10	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS	\$20,000.00	\$20,000.00
11	MOBILIZATION (10% MAXIMUM)	1	LS	\$66,600.00	\$66,600.00
SUB-TOTAL					\$740,000.00
CONSTRUCTION CONTINGENCY - 10%					\$74,000.00
ENGINEERING DESIGN, BIDDING, AND PERMITTING SERVICES (INCLUDING TOPO SURVEY, GEOTECHNICAL INVESTIGATION, AND CITY & SJRWMD PERMITTING)					\$86,000.00
TOTAL CONSTRUCTION COST ESTIMATE					\$900,000.00

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: October 24, 2022

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida accepting a Utility Easement to the City of Leesburg from Brandon Lee Smart, for the purpose of granting the City an Easement over the property described therein, together with the Joinder and Consent to Utility Easement from Northpointe Bank joining and consenting to the Utility Easement; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Utility Easement from Brandon Lee Smart, for the property described therein, together with the Joinder and Consent to Utility Easement from Northpointe Bank joining and consenting to the Utility easement.

Analysis:

Brandon Lee Smart is granting a Utility Easement to the City of Leesburg, Florida for the purpose of construction, installation, repair, maintenance, replacement, and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, and electricity.

Northpointe Bank is the holder of a mortgage, lien, or other encumbrance upon the property described therein and joins and consents to the Utility Easement from Brandon Lee Smart and agrees that its mortgage, lien, or other encumbrances shall be subordinated to said easement.

Procurement Analysis:

N/A

Options:

1. Approve as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA ACCEPTING A UTILITY EASEMENT TO THE CITY OF LEESBURG FROM BRANDON LEE SMART, FOR THE PURPOSE OF GRANTING THE CITY AN EASEMENT OVER THE PROPERTY DESCRIBED THEREIN, TOGETHER WITH THE JOINDER AND CONSENT TO UTILITY EASEMENT FROM NORTHPOINTE BANK JOINING AND CONSENTING TO THE UTILITY EASEMENT; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Utility Easement granted to the City of Leesburg by Brandon Lee Smart for the purpose of granting the City a Utility Easement over, under, upon, across, through and within the real property described in the document, together with the Joinder and Consent to Utility Easement from Northpointe Bank joining and consenting to the Utility easement, is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of October 2022.

Mayor

ATTEST:

City Clerk

Prepared by/return to:
William Grant Watson, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("**Easement**") is hereby granted by **BRANDON LEE SMART**, whose mailing address is 33451 Picciola Drive, Fruitland Park, Florida 34731, ("**GRANTOR**,"), to **THE CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

THAT **GRANTOR**, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, its successors and assigns forever, a perpetual non-exclusive easement for the construction, installation, alteration, operation, repair, maintenance, and replacement of utility improvements, including but not limited to water, wastewater, reclaimed water lines, natural gas and electricity and related facilities (the "**Facilities**"), over, under, upon, across, through and within the following described lands in Lake County, Florida, and referred to hereinafter as the "**Easement Area**" to wit:

SEE THE SKETCH OF DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

The easement rights specifically include: (a) the right of perpetual ingress and egress to patrol, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove and provide access and service to the Facilities; (b) the right to decrease or increase, or to change the quantity and type of, the Facilities; (c) the right to clear the Easement Area of trees, limbs, undergrowth, and other physical objects (regardless of the location of such trees, limbs, undergrowth and other objects) which, in the opinion of Grantee, endanger or interfere with the safe and efficient installation, operation, or maintenance of the Facilities; and (e) all other rights and privileges reasonably necessary or convenient for the safe and efficient installation, operation, and maintenance of the facilities and for the enjoyment and use of such Easement for the purposes described above. Such easement rights shall include any temporary construction easement over and across such property as is necessary to the proper use and enjoyment of any right granted herein.

GRANTOR shall not erect, construct, or create any buildings, structures, or obstacles within the Easement Area that interfere with **GRANTEE'S** rights as described herein or install any landscaping with root systems that may damage the Facilities; however, **GRANTOR** may use the surface of the Easement Area in any manner that does not interfere with the rights granted to **GRANTEE** herein, which shall specifically include usage as and for roadways, parking areas, sidewalks, curbs, and sodding. **GRANTEE** will repair and/or replace any roadways, parking areas, sidewalks, curbs, and sodding in the Easement Area that is damaged in connection with any maintenance or repairs made by **GRANTEE** to the Facilities. **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

GRANTOR warrants and covenants that **GRANTOR** is lawfully seized and in possession of the real property underlying the Easement Area, as specifically described and depicted in Exhibit "A" attached hereto, and has the right to convey this Easement, and that **GRANTEE**, its successors, successors-in-title

and assignees shall have quiet and peaceful possession, use, and enjoyment of this Easement. The rights, privileges, and burden of the Easement granted herein shall be a covenant running with the land and the rights and duties shall descend to the parties' successors and assigns. **GRANTEE** shall include **GRANTEE'S** agents, contractors, subcontractors, licensees, franchisees, employees, and other parties associated with Grantee in furtherance of the purposes herein set forth.

IN WITNESS WHEREOF, this Easement has been executed by **GRANTOR** on the day and year first above written.

WITNESSES:

Signature

MICHELLE H. ADKINS

Printed Name

Kimberly A. Bartholomew

Signature

Kimberly A. Bartholomew

Printed Name

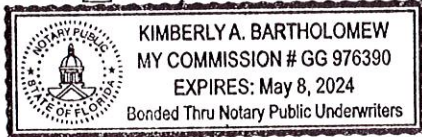
GRANTOR:

Brandon Lee Smart

BRANDON LEE SMART

STATE OF FL
COUNTY OF LACE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 17 day of August, 2022, by Brandon Lee Smart, who is ☐ personally known to me or ☒ who produced the following identification: FL DL



Kimberly A. Bartholomew
Notary Public Signature

Notary Public Name

My Commission Number:

My Expiration Date:

(seal)

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 01 OF 02

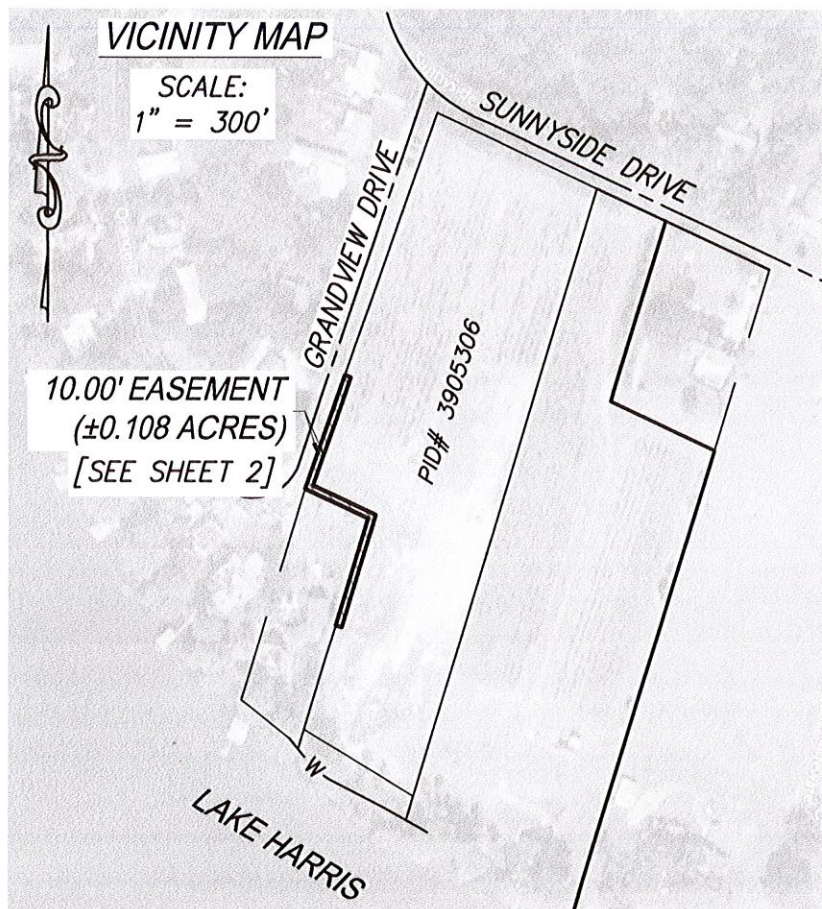
LEGAL DESCRIPTION (10.00' EASEMENT)

A 10.00 FOOT WIDE EASEMENT LYING IN THAT PART OF LOT 8 OF MARY K. AND T.S. JOHNSON'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 7, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THAT PART OF SAID LOT 8 LYING SOUTH OF THE SOUTHERLY LINE OF THE RIGHT-OF-WAY OF SUNNYSIDE DRIVE AS SHOWN ON THE PLAT OF JOHN FABYAN SUBDIVISION, RECORDED IN PLAT BOOK 5, PAGE 59, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT BEING A 4-INCH SQUARE CONCRETE MONUMENT (NO IDENTIFICATION); THENCE RUN SOUTH 19°42'29" WEST, ALONG THE WESTERLY LINE OF SAID LOT 8, A DISTANCE OF 435.10 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY LINE, RUN SOUTH 70°17'31" EAST, A DISTANCE OF 10.00 FEET; THENCE RUN SOUTH 19°42'29" WEST, A DISTANCE OF 179.12 FEET; THENCE RUN SOUTH 65°10'29" EAST, A DISTANCE OF 109.27 FEET; THENCE RUN SOUTH 17°05'59" WEST, A DISTANCE OF 183.39 FEET; THENCE RUN NORTH 72°54'01" WEST, A DISTANCE OF 10.00 FEET TO A POINT ON THE EASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4745, PAGE 2114, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG THE EASTERLY AND NORTHERLY LINE OF SAID LANDS THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) NORTH 17°05'59" EAST, A DISTANCE OF 174.66 FEET TO A 4-INCH SQUARE CONCRETE MONUMENT AT THE NORTHEASTERLY CORNER OF SAID LANDS; 2) THENCE RUN NORTH 65°10'29" WEST, A DISTANCE OF 109.68 FEET TO A 4-INCH SQUARE CONCRETE MONUMENT AT THE NORTHWEST CORNER OF SAID LANDS, SAID POINT BEING ON THE WESTERLY LINE OF THE AFORESAID LOT 8; THENCE DEPARTING THE NORTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4745, PAGE 2114, RUN NORTH 19°42'29" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 188.27 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.108 ACRES, MORE OR LESS.

SEE SHEET 2
FOR DETAIL SKETCH



James H. Blair
JAMES H. BLAIR, FLORIDA LICENSED SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6917

GENERAL NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS AND COORDINATES ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 WITH 2011 ADJUSTMENT.

JOB 521089.0000
SEE SHEET 2 FOR SKETCH



DRAWING NAME: S: SURVEY NEW SURVEY\LAKE NON--VILLAGES SUBDIVISIONS\MARY K-TS JOHNSON SUB 2021-03-17 SMART BNDY UPDATE+ML+SO\BNDY&TOPO\DWG SMART ESM1 SUPRSKETCH.DWG -01 & 02 7/8/2022 11:32 AM BPOFFICE\BPA 11 : _FB.PSM (255 Black).c1b

POINT OF COMMENCEMENT
NORTHWEST CORNER OF THAT
PART OF LOT 8 (PB 5, PG 59)
LYING SOUTH OF SUNNYSIDE DRIVE
(4-INCH SQUARE CONCRETE
MONUMENT)
N: 1622372.18'
E: 384289.49'

POINT OF BEGINNING
N: 1621962.57'
E: 384142.76'

**10.00' EASEMENT
(±0.108 ACRES)**

NW CORNER OF ORB
4745, PG 2114
(4-INCH SQUARE
CONCRETE MONUMENT)

NELY CORNER OF ORB 4745, PG 2114
(4-INCH SQUARE CONCRETE MONUMENT)

PID# 1429048
(ORB 4745, PG 2114)
REMAINING PORTION OF LOT 8
EASTERLY LINE
4745

GRANDVIEW DRIVE
---C---

APPROXIMATE CENTERLINE
OF PAVEMENT

PROXIMATE
OF P
S19°42'29"W 435.10
WESTERLY LINE LOT 8

SUNNYSIDE DRIVE

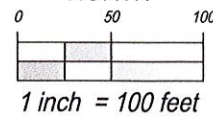
£ DRIVE
SOUTHERLY RIGHT-OF-WAY LINE

EAST LINE OF LOT 8
WEST LINE OF LOT 7

MARY K. AND T.S.
JOHNSON'S SUBDIVISION
(PB 1, PG 7)



NORTH



LEGEND:

- LB = LICENSED BUSINESS
L# = REFERENCE TO LINE TABLE
ORB = OFFICIAL RECORDS BOOK
PB = PLAT BOOK
PG = PAGE
○ = CHANGE IN DIRECTION
⊙ = CENTERLINE

JOB S21089.0000

SEE SHEET 1 FOR LEGAL DESCRIPTION



CFB

**CLYMER
FARNER
BARLEY**

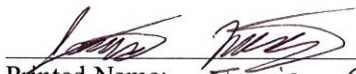
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB4709

JOINDER AND CONSENT TO UTILITY EASEMENT

NORTHPOINTE BANK, a Michigan banking corporation, hereby certifies that it is the holder of a mortgage, lien, or other encumbrance upon the property shown and described on Exhibit "A" attached hereto, located in Leesburg, Lake County, Florida, and hereby joins and consents to the Utility Easement between BRANDON LEE SMART and the CITY OF LEESBURG; and agrees that its mortgage, lien, or other encumbrance which is recorded in O.R. Book 5475, Page 2023, of the Public Records of Lake County, Florida, shall be subordinated to said easement.

Signed and sealed in the presence of:


Printed Name: Garrett Race


Printed Name: Jessica Quiroga

NORTHPOINTE BANK,
A Michigan banking corporation,

By: 
Print Name: Karen Seager
Title: Asst Vice Pres

STATE OF ~~FLORIDA~~ Michigan
COUNTY OF Kent

The foregoing instrument was acknowledged before me, by means of ☒ **physical presence** or ☐ **online notarization**, this 11th day of Aug, 2022, by Karen Seager, as Asst Vice Pres of NORTHPOINTE BANK, who is X personally known or produced known personally as identification.

(Seal)



NOTARY PUBLIC

AMANDA RINVELT
NOTARY PUBLIC - MICHIGAN
KENT COUNTY
MY COMMISSION EXPIRES 04/26/2027
ACTING IN Kent COUNTY

EXHIBIT "A"

PARCEL A

THAT PART OF LOT 8 OF MARY K. AND T.S. JOHNSON'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 7, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF THAT PART OF SAID LOT 8 LYING SOUTH OF THE SOUTHERLY LINE OF THE RIGHT-OF-WAY OF SUNNYSIDE DRIVE AS SHOWN ON THE PLAT OF JOHN FABYAN SUBDIVISION, RECORDED IN PLAT BOOK 5, PAGE 59, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA: SAID POINT BEING A 4-INCH SQUARE CONCRETE MONUMENT (NO IDENTIFICATION); THENCE ALONG THE SOUTHERLY LINE OF SUNNYSIDE DRIVE RUN S65°54'37"E A DISTANCE OF 279.94 FEET TO A REBAR AND CAP MARKED "LB 4709" AT THE NORTHEAST CORNER OF SAID LOT 8; THENCE ALONG THE EAST LINE OF LOT 8 RUN S16°15'00"W A DISTANCE OF 1030 FEET, MORE OR LESS, TO THE WATERS OF LAKE HARRIS. SAID POINT DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN S18°50'29"W A DISTANCE OF 623.36 FEET TO A 4-INCH SQUARE CONCRETE MONUMENT AT THE NORTHWEST CORNER OF PROPERTY DESCRIBED IN O.R. BOOK 4745, PAGE 2114, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY LINE OF SAID PROPERTY RUN S66°02'29"E A DISTANCE OF 109.68 FEET TO A 4-INCH SQUARE CONCRETE MONUMENT AT THE NORTHEASTERLY CORNER OF SAID PROPERTY; THENCE ALONG THE EASTERLY LINE OF SAID PROPERTY RUN S16°13'59"W A DISTANCE OF 376 FEET, MORE OR LESS, TO THE WATERS OF LAKE HARRIS; THENCE ALONG SAID WATERS RUN SOUTHEASTERLY 204 FEET, MORE OR LESS, TO AFORESAID POINT "A" TO CLOSE.

Parcel ID Number: 3119250400-000-00801

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: October 24, 2022

From: Robert Hicks, (Police Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Leesburg Police Department to apply for and, if awarded, accept an Edward Bryne FY 2021 County Wide Grant from the Florida Department of Law Enforcement (FDLE) to supplement costs associated with the purchase of department equipment; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing the Leesburg Police Department to apply for, and if awarded, accept the FY2021 Edward Byrne Memorial Justice County-Wide Grant, in the amount of \$9,382.00, to defray the cost of five speed measurement devices.

<u>Item</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Cost</u>
Laser Speed Measurement device		5	
	\$2,195.00		\$10,975.00
		Total	
			\$10,975.00
JAG Grant Award Amount			\$9,382.00
Remaining Balance			\$1,593.00

Analysis:

Some of the department's laser speed measuring devices are antiquated devices, which are nearing or no longer serviceable, adversely impacting the department's ability to effectively conduct traffic enforcement. The laser speed measuring devices are utilized for enforcement of speed-related traffic laws and also serve as a measuring device at traffic crash scenes, to quickly and effectively collect necessary information during crash reporting.

The grant, a non-matching grant, will enable the department to replace antiquated equipment that is nearing the end of service life or is currently not serviceable due to the availability of replacement parts.

Procurement Analysis:

N/A

Options:

1. Approve the Resolution authorizing the application and acceptance of the FY 2021 Edward Byrne JAG County-Wide grant of **\$9,382.00** an authorized source purchase; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

If awarded, a budget adjustment will be necessary to add this additional revenue to the current budget.

There is no local match required for this grant.

Account No. 001-0000-331-2100

Project No. JA0029

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE LEESBURG POLICE DEPARTMENT TO
APPLY FOR AND, IF AWARDED, ACCEPT AN EDWARD BRYNE FY 2021
COUNTY WIDE GRANT FROM THE FLORIDA DEPARTMENT OF LAW
ENFORCEMENT (FDLE) TO SUPPLEMENT COSTS ASSOCIATED WITH
THE PURCHASE OF DEPARTMENT EQUIPMENT; AND PROVIDING AN
EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Leesburg Police Department is hereby authorized to submit an application, and if awarded, accept an Edward Byrne Memorial Justice Grant (JAG-Count-Wide) in the amount of **\$9,382.00** to defray costs associated with the purchase of certain department equipment.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of October 2022.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: October 24, 2022

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Civic Organization Funding Agreement for Fiscal Year 2022-23 with Leesburg Cemeteries, Inc.; and providing an effective date.

Staff Recommendation:

Staff recommends execution of the agreement with Leesburg Cemeteries, Inc. for \$161,760.00 for fiscal year 2022-23 civic organization grant funding.

Analysis:

Historically, Leesburg Cemeteries, Inc. has been included as part of the City of Leesburg's overall civic organization grant funding application and approval process. Several years ago, at the direction of the City Commission, this funding was moved and is now specifically included in its own line in the budget. The funding is used to provide upkeep and maintenance at both Lone Oak and Shady Oak cemeteries.

For the past three fiscal years, Leesburg Cemeteries was provided funding in the amount of \$111,760.00. On September 12, 2022, the City Commission approved an increase of \$50,000.00 for fiscal year '23, bringing the total grant amount to \$161,760.00. That total includes a utility credit of \$7,600.00 as noted in Section 1 of the agreement.

Procurement Analysis:

N/A

Options:

1. Approve the Civic Organization Funding Agreement with Leesburg Cemeteries, Inc. in the amount of \$161,760.00; or
2. Such alternate action as the Commission may deem appropriate.

Fiscal Impact:

Funds are specifically budgeted in FY '23 and paid out of the Solid Waste fund.

Account No.	046-6088-534-8215
Budget	\$161,760
Available	\$161,760

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
CIVIC ORGANIZATION FUNDING AGREEMENT FOR FISCAL YEAR 2022-
23 WITH LEESBURG CEMETERIES, INC.; AND PROVIDING AN
EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

WHEREAS, it is permissible for cities to make contributions to non-profit corporations where the contributions further a public purpose; and

WHEREAS, Leesburg Cemeteries, Inc., is seeking contributions from the City of Leesburg to help provide a public service to City residents; and

WHEREAS, in the past there have been formal executed agreements between the City of Leesburg and agencies receiving such contributions; and

WHEREAS, the City of Leesburg desires to continue having such agreements with the various agencies which receive annual contributions.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA:**

THAT the Mayor and City Clerk of the City of Leesburg are hereby authorized and directed to execute the Civic Organization Funding Agreement between the City of Leesburg and the entity listed above for the amount listed in the contract.

THAT this resolution shall take effect immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida at its regular meeting held on the 24th day of October 2022.

Mayor

ATTEST:

City Clerk

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and the Leesburg Cemeteries, Inc., a not for profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a **\$161,760.00** funding contribution in fiscal year 2022/2023. The agency will receive quarterly installments of \$38,540.00. City also agrees to provide a maximum of \$7,600.00 to Agency as credit to utility bills for Customer ID Number 337195 and the following three (3) location ID Numbers 511490, 593310 and 429590 in the amounts of \$1,200.00, \$900.00 and \$5,500.00 respectively.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with a quarterly financial statement (profit and loss), along with activity reports showing the uses for which the City's contribution was expended. The financial statement shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and activity reports are received.

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Provide maintenance and upkeep of the Lone Oak and Shady Oak cemeteries.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future

funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

Org name Leesburg Cemeteries, Inc.

By: _____

Printed Name: _____

Title: _____

Mailing Address: _____

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.9.

Meeting Date: October 24, 2022

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a right-of-way deed for the streets in Bradford Ridge and maintenance obligations associated therewith; and providing an effective date.

Staff Recommendation:

Staff recommends approving the Resolution to accept a right-of-way deed for the streets in Bradford Ridge and maintenance obligations associated with the streets.

Analysis:

The streets in Bradford Ridge were dedicated to the City pursuant to the Plat of Bradford Ridge; however, maintenance obligations associated with the streets were reserved to the homeowners' association governing the community. The homeowners' association does not have sufficient equipment or funds to appropriately maintain the streets and the City has an interest in ensuring that public streets within the City are appropriately maintained for public use. The City's maintenance obligations will not begin until two (2) years after issuance of a certificate of completion for the streets, and the developer is required to post a maintenance bond to secure the developer's maintenance obligations for the applicable two-year period.

Procurement Analysis:

N/A

Options:

1. Approve the Resolution as presented, or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The perpetual maintenance cost will average approximately \$833/yr and will be paid from the Streets division operating budget.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, ACCEPTING A RIGHT-OF-WAY DEED FOR THE STREETS IN
BRADFORD RIDGE AND MAINTENANCE OBLIGATIONS ASSOCIATED
THEREWITH; AND PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with MARONDA HOMES, LLC OF FLORIDA, whose address is 3999 West First Street, Sanford, FL 32771, for a right-of-way deed conveying all streets located within BRADFORD RIDGE, according to the plat thereof, recorded in Plat Book 77, Page 26, of the Public Records of Lake County, Florida. The City further accepts maintenance obligations associated with the streets beginning two (2) years after the date that the City of Leesburg issues a certificate of completion for the streets.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of October 2022.

Mayor

ATTEST:

City Clerk

Prepared by and return to:
William Grant Watson, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, FL 32757
352-357-0330

[Space Above This Line For Recording Data]

RIGHT-OF-WAY DEED

THIS INDENTURE made this _____ day of _____, 2022, between MARONDA HOMES, LLC OF FLORIDA, a Florida limited liability company, whose post office address is 4005 Maronda Way, Sanford, Florida 32771, hereinafter referred to as “Grantor”, to THE CITY OF LEESBURG, a Florida municipal corporation, whose post office address is 501 W. Meadow Street, Leesburg, Florida 34748, hereinafter referred to as “Grantee”.

(Wherever the context so admits or requires, the terms “Grantor” and “Grantee” are used for singular and plural, and respectively refer to the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations or limited liability companies)

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00, in hand paid by the said Grantee, and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Grantee, its successors and assigns forever, the following described land, situate, lying, and being in Lake County, Florida, to wit:

All streets located within BRADFORD RIDGE, according to the plat thereof, recorded in Plat Book 77, Page 26, of the Public Records of Lake County, Florida.

Grantor does hereby fully warrant the title to said lands and will defend the same against lawful claims of all persons whosoever.

GRANTEE, BY ACCEPTANCE OF THIS RIGHT-OF-WAY DEED, AGREES TO PERPETUALLY MAINTAIN THESE STREETS BEGINNING ON THE DATE THAT IS TWO (2) YEARS AFTER THE DATE THAT GRANTEE’S ENGINEER HAS CERTIFIED THAT CONSTRUCTION OF SUCH STREETS HAS BEEN SATISFACTORILY COMPLETED.

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

Signed, sealed and delivered
in our presence:

GRANTOR:

MARONDA HOMES, LLC OF FLORIDA,
a Florida limited liability company.

Printed Name

By: MARONDA, INC., a _____
corporation, it’s authorized member

Printed Name

By: _____

Print: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022, by _____ as _____ of Maronda, Inc., a _____ corporation, as Authorized member of Maronda Homes, LLC of Florida, who is ☐ personally known to me or ☐ who produced the following identification:

Notary Public Signature

Notary Public Name

My Commission Number:
My Expiration Date:

(seal)

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.10.

Meeting Date: October 24, 2022

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement between the City of Leesburg and Lake Economic Area Development Corporation (LEAD), a registered Florida Not-For-Profit Corporation; and providing an effective date.

Staff Recommendation:

Approve LEAD agreement.

Analysis:

As contemplated in FY 23 discussion, the City desires to modify economic development activities by jointing the private economic development agency. The aim is to provide more aggressive recruitment and retention efforts for development in Lake County. Previously, the City has executed a lease agreement with LEAD and they have opened their Lake County office in the City's incubator building.

Procurement Analysis:

N/A

Options:

1. Approve as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The agreement requires a LEAD contribution of \$28,000 and \$15,000 has been allocated to the Gas and Electric Funds for FY 23.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT BETWEEN THE CITY OF LEESBURG AND LAKE
ECONOMIC AREA DEVELOPMENT CORPORATION (LEAD), A
REGISTERED FLORIDA NOT-FOR-PROFIT CORPORATION; AND
PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Lake Economic Area Development Corporation (LEAD), a registered Florida Not-For-Profit Corporation, whose address is 600 Market Street, Leesburg, Florida 34748, to promote the City as viable business destinations for prospective companies to expand or relocate their operations and for entrepreneurs to start their businesses.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of October 2022.

Mayor

ATTEST:

City Clerk

ECONOMIC DEVELOPMENT PARTNERSHIP AGREEMENT

THIS AGREEMENT is entered into effective October 1, 2022, (the “Effective Date” even though it may be executed on subsequent dates) between City of Leesburg, a Florida municipal corporation (“City”), and Lake Economic Area Development Corporation (“LEAD”), a registered Florida Not-For-Profit Corporation. In consideration of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. Background and Purpose.

- 1.1. City is a Florida municipality and seeks to promote and enhance its economic growth.
- 1.2. City desires to retain LEAD to promote City as viable business destinations for prospective companies to expand or relocate their operations and for entrepreneurs to start their businesses.
- 1.3. That the aforementioned activities will benefit the City and create quality jobs for the community.
- 1.4. LEAD is willing to perform such services pursuant to the terms and conditions hereof.

2. LEAD Responsibilities.

- 2.1. LEAD shall attend and conduct a minimum of five (5) marketing events, campaigns and/or trade shows per fiscal year.
- 2.2. LEAD shall identify and schedule appointments with a minimum of twenty-five (25) regional or national site selection consultants during each fiscal year this Agreement is in effect.
- 2.3. LEAD shall implement a Visitation Program in which every industry will receive at least two (2) visits each year with the goal of creating new employment opportunities within Lake County.
- 2.4. LEAD will provide industry-focused training opportunities at least twice per year.
- 2.5. LEAD shall implement a Corporate Visitation Program and conduct a minimum of two (2) corporate visits per company each fiscal year this Agreement is in effect. These visits will include companies that fall within the following profile: corporate headquarters that are physically located beyond Lake County and own or operate a branch or division facility within Lake County.

- 2.6. LEAD shall provide and manage the administration of one-on-one counseling to a minimum of 25 entrepreneurs
- 2.7. LEAD will implement the 1 Million Cups program and hold at least one FastTrac cohort per year.
- 2.8. The LEAD will serve as the official local representative to Enterprise Florida.
- 2.9. The LEAD will provide City with a quarterly written reports of its activities.
- 2.10. The LEAD will provide City with a quarterly written performance matrix update as to the status of each of these responsibilities.
- 2.11. All of the foregoing shall be accomplished by LEAD at its expense unless otherwise noted
3. **City Responsibilities.**
 - 3.1. City will promptly review, approve or provide suggested revisions concerning drafts of documents or other materials or information prepared by LEAD hereunder to ensure deadlines can be met.
 - 3.2. The City will have representatives available to meet with prospective company representatives.
 - 3.3. The City will provide staff support to meet with prospective company representatives.
 - 3.4. The City will keep open communication lines as to stated expectations and projects.
 - 3.5. All of the foregoing shall be accomplished by City at its expense unless otherwise noted.
4. **Payment for Services.**
 - 4.1. As total compensation for LEAD's performance hereunder, City will pay LEAD a total of \$28,000 in four quarterly installments of \$7,000 with the first quarterly installment due on November 1, 2022, and the remaining quarterly installments due on February 1, 2023, May 2, 2023, and August 1, 2023.
5. **Termination.**
 - 5.1. If either party defaults under this Agreement and fails to cure such default within ten (10) days after written notice from the non-defaulting party, the non-defaulting party may terminate this Agreement by providing written

notice thereof to the defaulting party. Provided, however, in the event that the non-defaulting party has already given notice to the defaulting party of a prior default of the same provision of this Agreement, the non-defaulting party may immediately terminate this Agreement upon a subsequent default under the same provision without providing notice and an opportunity to cure.

- 5.2. Such termination is without prejudice to any other remedies available to the non-defaulting party.
6. **Duration of Contract.** This Agreement shall be effective upon the Effective Date and shall terminate (except to the extent any obligation is expressly stated as surviving termination) on September 30, 2023.
7. **Ownership of Brand and Materials.** All such brands, materials and other information referred to in paragraph 2 will belong to and be the property of LEAD. However, LEAD will provide the brand in requested size and format needed at the City's request for City marketing materials throughout the duration of this agreement.
8. **Assignment.** This Agreement shall not be assigned by either party without the prior written consent of the other party.
9. **Rights of Third Parties.** Unless expressly stated herein to the contrary, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
10. **Exclusive Venue.** The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in Lake County, Florida.
11. **JURY WAIVER.** EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH

PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

12. Notices.

12.1. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed to the following or to such other addresses as any party may designate by notice complying with the terms of this paragraph:

- a. If to City: OFFICE OF THE CITY MANAGER, 501 West Meadow Street, Leesburg, FL 34749
- b. If to LEAD: Chairman, 600 Market Street, Leesburg, FL 34748

12.2. Each such notice shall be deemed delivered:

12.2.1. On the date delivered if by personal delivery;

12.2.2. On the date of facsimile transmission if by facsimile; and

12.2.3. If the notice is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; (b) the date upon which delivery is refused; (c) the date upon which notice is designated by the postal authorities as not having been delivered; or (d) the third business day after mailing.

12.2.4. Notwithstanding the foregoing, service by personal delivery delivered, or by facsimile sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday.

12.3. If a notice is delivered by multiple means, the notice shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.

13. **Governing Laws.** This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws.
14. **Attorneys' Fees.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
15. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
16. **Signatures by Facsimile or Digital Execution.** It is the intent and agreement of the parties hereto that the signatures, initials and handwritten or typewritten modifications to this Agreement shall be as legally binding upon the parties if in the form of a facsimile or digital execution (such as scanning and emailing) as if the original signatures, initials, and modifications were present on the documents in the hands of each party. Neither party shall assert the statute of frauds nor unenforceability or invalidity of this Agreement, or any addendum or modification of this Agreement, because of the use of facsimile or digital copies and not originals in any litigation; both parties simply waive and relinquish any such defense.
17. **Remedies.** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.
18. **Successors and Assigns.** All covenants, Agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement.
19. **Severability Clause.** Provisions contained in this Agreement which are contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.
20. **Waiver.** A failure to assert any rights or remedies available to a party under the terms of this Agreement shall not be deemed a waiver of such rights or remedies,

and a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.

21. **Construction of Agreement.** Each party acknowledges that all parties to this Agreement participated equally in the drafting of this Agreement and that it was negotiated at arm's length. Accordingly, no court construing this Agreement shall construe it more strongly against one party than another.
22. **Language.** Whenever used in this Agreement, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders where the context permits.
23. **Paragraph Headings.** The paragraph headings used in this Agreement are for convenience only, and shall not be used in interpreting or construing any provision of this Agreement.
24. **Further Action.** Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.
25. **Time.** Time is of the essence of all of the provisions and terms of this Agreement.
26. **Entire Understanding.** This Agreement represents the entire understanding and Agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties.
27. **Amendments.** The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

THEREFORE, the parties have executed this Agreement on the dates set forth below.

ATTEST:

**City of Leesburg, a Florida municipal
corporation**

NAME
City Clerk

NAME
TITLE, City of Leesburg

Date: _____

Approved as to form and legality

NAME

City Attorney

**Lake Economic Area Development
Corporation, a Florida not for profit
corporation**

By: _____
Ben Pauluhn as Chairman

Date: _____

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.11.

Meeting Date: October 24, 2022

From: Brandy McDaniel, (Budget Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida approving a special transfer in Fiscal Year 22-23 from the Solid Waste fund in the amount of \$500,000 for various Capital Projects; and providing an effective date.

Staff Recommendation:

Staff recommends approval of a special transfer in FY 22-23 from the Solid Waste Utility to the Capital Projects Fund in the amount of \$500,000 for various Capital Projects.

Analysis:

The FY 22-23 budget includes the following projects to be funded with Solid Waste Utility Surplus Funds:

Pat Thomas Stadium Rehabilitation	\$250,000
Partnership/Arts Building	<u>250,000</u>
Total funding needed from the Solid Waste Utility	\$500,000

In making this transfer, the City must adhere to the cash policies adopted in Ordinance 07-80, Section 2-230. This section provides for utilization of surplus cash when cash exceeds 115% of the minimum acceptable level of cash reserve. Utilization of Surplus Cash can be approved for any one of the following: (1) elimination of shortfalls in related funds; (2) reduction or avoidance of debt, (3) funding of a renewal and replacement program, (4) one time capital needs and (5) for use in funding tax, fee or rate stabilization. In addition to the Surplus Cash test, Ordinance 07-82 provides for a five-year pro forma cash flow projection to determine the financial impact if any on the fund from which the transfer is drawn (attached). The following test reflects the amount of Surplus Cash available as of September 30, 2022:

Minimum Cash Reserve Requirement	\$1,273,572
Add 15% Reserve	<u>191,036</u>
Minimum Level of Acceptable Cash Reserve	\$1,464,608
Unaudited Cash Balance as of September 2022	<u>1,852,222</u>
Surplus Cash	\$ 387,614

The calculation as prescribed by ordinance reflects adequate surplus cash to allow for the special transfer.

Procurement Analysis:

N/A

Options:

1. Approve the special transfer in FY 22-23 from the Solid Waste Utility to the Capital Projects Fund in the amount of \$500,000.00 for various Capital Projects; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The fiscal impact of the current Surplus Cash of the Solid Waste Utility is decreasing surplus cash from \$949,126 to \$599,126.

Account No. 046-6088-581-9131

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA APPROVING A SPECIAL TRANSFER IN FISCAL YEAR 22-23
FROM THE SOLID WASTE FUND IN THE AMOUNT OF \$500,000 FOR
VARIOUS CAPITAL PROJECTS; AND PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the City Commission hereby authorizes a Special Transfer of \$500,000.00 from the Solid Waste Utility to the Capital Projects Fund for various Capital Projects.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of October 2022.

Mayor

ATTEST:

City Clerk

City of Leesburg Solid Waste Fund
Five Year Cash Flow Pro Forma

09/30/22 Unrestricted/Unreserved Pooled Cash	1,852,222						
	2023 Adopted Budget	2024 Projected	2025 Projected	2026 Projected	2027 Projected	Cumulative Total	
Revenue							
Charges For Services	\$ 4,944,645	\$ 5,236,379	\$ 5,545,325	\$ 5,872,500	\$ 6,218,977	\$ 27,817,826	
Other Operating Revenue	-	-	-	-	-	-	
Total Operating Revenues	<u>4,944,645</u>	<u>5,236,379</u>	<u>5,545,325</u>	<u>5,872,500</u>	<u>6,218,977</u>	<u>27,817,826</u>	
Expenses							
Long-Term Care	64,338	68,134	72,154	76,411	80,919	361,956	
Residential	1,946,793	1,811,654	1,918,541	2,031,735	2,151,608	9,860,331	
Commercial	1,704,240	1,804,790	1,911,273	2,024,038	2,143,456	9,587,797	
Other Operating Expenses	552,678	585,286	619,818	656,387	695,114	3,109,283	
Total Operating Expenses	<u>4,268,049</u>	<u>4,269,864</u>	<u>4,521,786</u>	<u>4,788,571</u>	<u>5,071,097</u>	<u>22,919,367</u>	
Net Income From Operations	<u>676,596</u>	<u>966,515</u>	<u>1,023,540</u>	<u>1,083,928</u>	<u>1,147,880</u>	<u>4,898,459</u>	
Nonoperating Revenue (Expense)							
Other Nonoperating Income	17,965	19,025	20,147	21,336	22,595	101,068	
Other Nonoperating Expense	(231,975)	(245,662)	(260,156)	(275,505)	(291,760)	(1,305,056)	
Total Nonoperating Rev (Exp)	<u>(214,010)</u>	<u>(226,637)</u>	<u>(240,008)</u>	<u>(254,169)</u>	<u>(269,165)</u>	<u>(1,203,988)</u>	
Income Before Operating Transfers	<u>462,586</u>	<u>739,879</u>	<u>783,531</u>	<u>829,760</u>	<u>878,716</u>	<u>3,694,471</u>	
Interfund Transfers							
Transfers to Other Funds	454,086	480,877	509,249	539,295	571,113	2,554,619	
Total Transfers	<u>(454,086)</u>	<u>(480,877)</u>	<u>(509,249)</u>	<u>(539,295)</u>	<u>(571,113)</u>	<u>(2,554,619)</u>	
Net Income After Transfers	<u>8,500</u>	<u>259,002</u>	<u>274,283</u>	<u>290,465</u>	<u>307,603</u>	<u>1,139,852</u>	
Incr (Decr) to Unappropriated Net Position	<u>\$ 8,500</u>	<u>\$ 259,002</u>	<u>\$ 274,283</u>	<u>\$ 290,465</u>	<u>\$ 307,603</u>	<u>\$ 1,139,852</u>	
Annual Depr added back to Net Inc/(Loss)	15,000	15,885	16,822	17,815	18,866	84,388	
Capital Purchases	-	-	-	-	-	-	
Cash Flow Effect of Special Transfer							
FYE Est Unrestricted/Unreserved Pooled Cash Bal Before Special Transfer(s)	\$ 1,875,722	\$ 1,650,609	\$ 1,941,713	\$ 2,249,993	\$ 2,576,462	\$ 2,576,462	
CAPITAL PROJECT FUNDING	<u>(500,000)</u>		<u>-</u>	<u>-</u>	<u>-</u>		
FYE Est Un-restricted Pooled Cash Balance After Special Transfer(s)	<u>\$ 1,375,722</u>	<u>\$ 1,650,609</u>	<u>\$ 1,941,713</u>	<u>\$ 2,249,993</u>	<u>\$ 2,576,462</u>		

Pro Forma Assumptions:

2023 Budget from FINAL FY23 Budget.

Est Unrestricted Pooled Cash is from the SW's fund unrestricted cash #046-0000-104.01-00 as of 10/13/2022.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.12.

Meeting Date: October 24, 2022

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement among the City of Leesburg, Florida, and Burgland Investments, LLC, and D.R. Horton, Inc., for provision of natural gas to the subdivision known as "Heritage - The Cottages of Sanders Grove"; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Heritage Gas Service Agreement.

Analysis:

In the early 2000's the City entered a gas service agreement with the Heritage subdivision, located north of CR 48, near #2 Road. At that time, the Gas Service Agreement that was approved required that the subdivision be built and provide gas service. Unlike today's gas service agreements, the original agreement did not require the Developer to pay for gas infrastructure. Instead, the agreement provided for the City to install the infrastructure and the developer to payback the construction costs if the development was not built within 3 years. Unfortunately, the City built the gas infrastructure and only a handful of the 163 units were built within the 3 year time frame. By the mid 2000s, the developer filed for bankruptcy, development stopped and the City never took action to recoup the initial development investment (approximately \$80,000). While there is a legal argument that the City may prevail in enforcing the old agreement, it will not come without litigation. Such time, expense and stoppage of development to defend the intent of the original agreement would not equal the City's initial cost.

The attached agreement now modifies the development of a gas-served subdivision by splitting the cost to connect the approximately 163 remaining home sites. The agreement requires that the developer pay a \$1,000 gas connection fee per home, prior to issuance of any building permits.

Procurement Analysis:

N/A

Options:

1. Approve as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The impact to the Gas Department is absorbing \$163,000 in service connection costs over the next few years. However, this cost can be spread out over time and gas services will eventually provide a longer return on investment. The estimated ROI is 7.75 years. This is not a good ROI, as the standard is 3 years. However, it is a reasonable solution to a less than desirable situation and the City no longer approves these types of gas agreements.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
GAS SERVICE AGREEMENT AMONG THE CITY OF LEESBURG, FLORIDA,
AND BURGLAND INVESTMENTS, LLC, AND D.R. HORTON, INC., FOR
PROVISION OF NATURAL GAS TO THE SUBDIVISION KNOWN AS
"HERITAGE - THE COTTAGES OF SANDERS GROVE"; AND PROVIDING
AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Burgland Investments, LLC, whose address is 1810 W Kennedy Boulevard, Suite 232, Tampa, FL 33606, and D. R. Horton, Inc., whose address is 7835 Osceola Polk Line Road, Davenport, FL 33896, for the provision of natural gas to the subdivision know as "Heritage - The Cottages of Sanders Grove".

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of October 2022.

Mayor

ATTEST:

City Clerk

Prepared by and return to:
William Grant Watson, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, FL 32757
352-357-0330

[Space Above This Line For Recording Data]

GAS SERVICE AGREEMENT

THIS GAS SERVICE AGREEMENT is made and entered into this ____ day of _____, 2022 by and between **THE CITY OF LEESBURG, FLORIDA**, a municipal corporation organized under the laws of the State of Florida, whose mailing address is 501 W. Meadow Street, Leesburg, Florida, 34748, (the “City”), and **BURGLAND INVESTMENTS LLC**, a Florida limited liability company, whose address for purposes of this agreement is 1810 West Kennedy Boulevard, Suite 232, Tampa, Florida 33606 (“Burgland Investments”) and **D.R. HORTON, INC.**, a Delaware corporation, whose address for purposes of this Agreement is 7835 Osceola Polk Line Road, Davenport, FL 33896 (“DR Horton”) (Burgland Investments and DR Horton are hereinafter collectively referred to as “Developers”).

WITNESSETH:

WHEREAS, Burgland Investments is the owner of certain real property located in Leesburg, Lake County, Florida, described more particularly on Exhibit “A” attached hereto (the “Burgland Investments Property”);

WHEREAS, DR Horton is the owner of certain real property located in Leesburg, Lake County, Florida, described more particularly on Exhibit “B” attached hereto (the “DR Horton Property”);

WHEREAS, the Burgland Investments Property and DR Horton Property comprise the remaining undeveloped lots within the subdivision known as “Heritage-The Cottages of Sanders Grove” (the “Development”), the plat of which was recorded on September 15, 2006, in O.R. Book 59, Page 91, of the Public Records of Lake County, Florida;

WHEREAS, Developers intend to construct single-family homes on their respective properties and equip those homes with certain natural gas utility connections and appliances; and

WHEREAS, the City will supply natural gas service to the Burgland Investments Property and DR Horton Property according to the terms and conditions set forth more particularly herein.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and Developers do agree as follows:

1. The City shall, subject to the provisions of this Agreement, supply natural gas service to the Burgland Investments Property and DR Horton Property, which shall include meter installations on each individual lot and installation of service lines from the existing main to the meter on each individual lot. The City shall have no obligation to install any gas infrastructure serving a specific lot within the Development, Burgland Investments Property, or DR Horton Property until a building permit is issued for the lot.

2. Developers shall grant to the City all easements needed to install, operate, maintain, repair, and replace the natural gas pipelines and infrastructure within the Development, Burgland Investments Property, and DR Horton Property, including minimum five foot (5') side lot easements, and shall dedicate or otherwise convey those easements to the perpetual use of the City and its successors in interest for the purpose of laying, installing, operating, maintaining, repairing and replacing the natural gas pipelines. In addition, the Developers shall provide a location and easement, agreed to by the City for the purpose of installation, maintenance, repair, and replacement of any necessary regulator stations and all associated equipment within the Development, Burgland Investments Property, and DR Horton Property. Developers and the City will share trench space, which will be dug by the Developers' water and or electric utility contractor at no charge to the City. Each lot within the Development will be individually metered.

3. The City shall both own and maintain the natural gas system installed within the Development, Burgland Investments Property, and DR Horton Property up to and including the natural gas

meter. On the Burgland Investments Property, the natural gas system from the outlet of the gas meter to the appliance utilizing the natural gas shall be maintained by Burgland Investments and its heirs, successors, and assigns. On the DR Horton Property, the natural gas system from the outlet of the gas meter to the appliance utilizing the natural gas shall be maintained by DR Horton and its heirs, successors, and assigns.

4. In addition to any other applicable costs, fees, and/or charges, Burgland Investments shall contribute the sum of \$1,000.00 per lot to the City for each individual lot within the Burgland Investments Property, which the parties agree is a fair and reasonable contribution towards the City's infrastructure costs. The payment for each respective lot shall be made to the City before a building permit is issued for the lot and the City shall have no obligation to issue a building permit until the payment is made.

5. In addition to any other applicable costs, fees, and/or charges, DR Horton shall contribute the sum of \$1,000.00 per lot to the City for each individual lot within the DR Horton Property, which the parties agree is a fair and reasonable contribution towards the City's infrastructure costs. The payment for each respective lot shall be made to the City before a building permit is issued for the lot and the City shall have no obligation to issue a building permit until the payment is made.

6. Developers shall also be responsible for installing and connecting all natural gas appliances to the outlet of City gas meters. Burgland Investments shall ensure that the following is installed on each individual lot within the Burgland Investments Property when a home is constructed: (a) a natural gas water heater, stove, and dryer; or (b) a natural gas water heater and furnace. DR Horton shall ensure that the following is installed on each individual lot within the DR Horton Property when a home is constructed: (a) a natural gas water heater, stove, and dryer; or (b) a natural gas water heater and furnace.

7. The City shall provide, when requested, individual residential unit hookups to the natural gas system within the Burgland Investments Property, and DR Horton Property. The City shall ensure that such service is provided at the same rates and on the same terms as those provided to other natural gas customers of the City within a comparable service area. The parties understand that any and all hookup

fees, meter charges and impact fees shall be paid by the residential customers at the time service is hooked up to the home.

8. Notwithstanding anything to the contrary contained herein, to the extent the natural gas system owned and maintained by the City or any part thereof is damaged as a result of the acts, conduct, or failure to act of Developers (individually or collectively) and/or their respective agents, employees, representatives, members, managers, shareholders, officers, directors, tenants, contractors, laborers, or material suppliers, or in the event of any deviation from standard service to any existing or proposed natural gas infrastructure occurs, then the responsible Developer(s) (i.e. Burgland Investments and/or DR Horton) shall pay for all costs, charges, and expenses whatsoever associated with any repairs, reconstruction, and replacements to the natural gas system, including but not limited to, all costs of gas loss resulting from the damage.

9. Burgland Investments shall pay any and all costs that the City incurs in the collection of any unpaid sums due from Burgland Investments in connection with this Agreement, including reasonable attorney's fees and court costs and any attorney fees and costs for appellate proceedings, efforts to collect any judgment entered in favor of the City, and in any proceedings in receivership, bankruptcy or insolvency. If Burgland Investments fails to pay any sums required under this Agreement or otherwise default under the terms of this Agreement, the City is not obligated to install the natural gas infrastructure within the Burgland Investments Property, may discontinue installation, and may terminate this Agreement as to the Burgland Investments Property. In addition, the City may suspend issuance of any and all permits for construction within the Burgland Investments Property until such time as Burgland Investments has paid the amount due and the natural gas service Agreement has been reinstated.

10. DR Horton shall pay any and all costs that the City incurs in the collection of any unpaid sums due from DR Horton in connection herewith, including reasonable attorney's fees and court costs and any attorney fees and costs for appellate proceedings, efforts to collect any judgment entered in favor of the City, and in any proceedings in receivership, bankruptcy or insolvency. If DR Horton fails to pay any

sums required under this Agreement or otherwise default under the terms of this Agreement, the City is not obligated to install the natural gas infrastructure within the DR Horton Property, may discontinue installation, and may terminate this Agreement as to the DR Horton Property. In addition, the City may suspend issuance of any and all permits for construction within the DR Horton Property until such time as DR Horton has paid the amount due and the natural gas service Agreement has been reinstated.

11. The parties hereto agree that the laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The parties agree that in the event of any litigation arising out of or otherwise related to this Agreement, venue shall lie only in a state court of competent jurisdiction in Lake County, Florida.

12. The parties understand and agree that this Agreement sets forth the entire understanding between the parties and supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished thereby, except to the extent they are specifically set forth herein. Each party warrants, for the benefit and reliance of the other, that it has not entered into this Agreement in reliance on or on the basis of any promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument, and the parties mutually waive and disclaim any and all rights, remedies and causes of action which may otherwise exist, based wholly or partly on any such promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument.

13. Burgland Investments and/or DR Horton may assign this Agreement to a successor, but only with prior, written consent from the City. However, this Agreement may not be partially assigned, or assigned separately from title to all remaining lots not yet transferred to third parties intending to use the lot for personal residential purposes. It is however understood that Burgland Investments will sell their lots as listed on Exhibit A to DR Horton. Such a sale will not require a prior, written consent from the City and

DR Horton confirms that they will, upon such a sale of units from Burgland Investments to DR Horton, step in the obligations of Burgland Investments pertaining to those lots under this agreement.

14. If any term, condition, or provision of this Agreement is found to be invalid or otherwise unenforceable, then such invalid or unenforceable term, condition, or provision shall be severed from this agreement and all remaining terms, conditions, and provisions hereof shall remain in full force and effect.

15. The parties understand and agree that this Agreement may not be amended orally, by implication, by course of conduct, or in any manner other than by way of a written instrument approved by the Leesburg City Commission and duly executed by all parties hereto.

16. This Agreement is binding on and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date written below.

WITNESSES

CITY OF LEESBURG, FLORIDA,
a Florida municipal corporation,

By: _____
Mike Pederson, Mayor

Date: _____

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form and content:

William Grant Watson, City Attorney

STATE OF FLORIDA
COUNTY OF _____

The foregoing Gas Service Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by Mike Pederson, as Mayor of the City of Leesburg, a Florida municipal corporation, who is personally known to me or has produced a Florida driver's license as identification.

Notary Signature

WITNESSES

BURGLAND INVESTMENTS, LLC,
a Florida limited liability company,

By: _____
Franciscus Bombeeck, Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing Gas Service Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by Franciscus Bombeeck, as Manager of Burgland Investments, LLC, a Florida limited liability company, who is personally known to me or has produced a Florida driver's license as identification.

WITNESSES

D.R. HORTON, INC.,
a Delaware corporation,

By: _____

Print: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing Gas Service Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____, as _____ of D.R. Horton, Inc., a Delaware corporation, who is personally known to me or has produced a _____ driver's license as identification.

EXHIBIT "A"
(Legal Description of Burgland Investments Property)

LOTS 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 32, 33, 34, 37, 39, 40, 41, 42, 44, 45, 46, 47, 48, 49, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 79, 81, 82, 83, 84, 85, 86, 87, 90, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 144, 145, 146, 147, 148, 149, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, AND 182, HERITAGE-THE COTTAGES OF SANDERS GROVE, ACCORDING TO PLAT RECORDED IN PLAT BOOK 59, PAGES 91, 92, 93 AND 94, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

EXHIBIT "B"
(Legal Description of DR Horton Property)

LOTS 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 91, 92, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, HERITAGE-THE COTTAGES OF SANDERS GROVE, ACCORDING TO PLAT RECORDED IN PLAT BOOK 59, PAGES 91, 92, 93 AND 94, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: October 24, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida annexing certain real property consisting of approximately 9.74 +/- acres; and being generally located east of Sleepy Hollow Road and north of Sunnyside Drive, lying in Section 29, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 1; and providing an effective date. (Frazier's Sleepy Hollow)

Staff Recommendation:

The Planning and Zoning staff recommends approval of the proposed ordinance for annexation of the Frazier's Sleepy Hollow.

Analysis:

The applicant has submitted a request for annexation of approximately 9.74 +/- acres, which is generally located east of Sleepy Hollow Road and north of Sunnyside Drive, as shown on the attached General Location Map. At this time, the property is undisturbed acreage. The current zoning is Lake County R-1 (Rural Residential); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is to attain water and sewer service for the construction of a single family subdivision.

The property is surrounded by Lake County R-1 (Rural Residential), Lake County R-3 (Medium Residential District), and City R-1-A (Single-Family Residential). Under the conditions of the PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Small-Scale Comprehensive Plan Amendment, which, along with the Planned Unit Development rezoning application, received recommendations for approval from the staff and Planning Commission at the public hearing held on June 23, 2022 by a vote of 6-0.

Procurement Analysis:

N/A

Options:

1. Approve the requested annexation. This would give the City jurisdiction over the use and future development of the subject site and provide for the application of City standards to this property; or
2. Disapprove the proposed annexation and allow the property to remain in the County.

Fiscal Impact:

A positive fiscal impact will result from the annexation and development of this property due to increased tax revenue added to the General Fund, the collection of impact fees and utility service charges.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 9.74 +/- ACRES; AND BEING GENERALLY LOCATED EAST OF SLEEPY HOLLOW ROAD AND NORTH OF SUNNYSIDE DRIVE, LYING IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 1; AND PROVIDING AN EFFECTIVE DATE. (FRAZIER'S SLEEPY HOLLOW)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for approval of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that;

Section 1.

Based upon the petition of Geoffrey L Summitt for GL Summitt Engineering, Inc. for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

(Legal Description)
(See Exhibit A);

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed

territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed is hereby assigned to City Commission District 1;

Section 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.

This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of October 2022.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Sleepy Hollow Legal Description:

PARCEL 1

The West 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 25 East, Lake County, Florida, LESS the West 25 feet thereof.

PARCEL 2

The East 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 25 East, Lake County, Florida. CONTAINS 424,262 SQUARE FEET = 9.740 ACRES

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: June 23, 2022
OWNER: Vivaloria Frazier and Beryl McClary
PETITIONER: Geoff Summitt, G. L. Summitt Engineering, Inc.
PROJECT: Frazier's Sleepy Hollow
REQUEST: Small Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: SSCP 22-220; PUD-21-221

GENERAL LOCATION: The property is generally located east of Sleepy Hollow Road and north of Sunnyside Drive.

FUTURE LAND USE DESIGNATION: Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban Low Density
South – Lake County Rural Transition
East – Lake County Urban Low Density; Lake County Rural Transition
West – City of Leesburg Estate Residential

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County R-1 (Rural Residential)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County R-1 (Rural Residential)
South – Lake County R-1 (Rural Residential)
East – Lake County R-1 (Rural Residential); Lake County R-3 (Medium Residential District)
West – City of Leesburg R-1-A (Single Family Residential)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

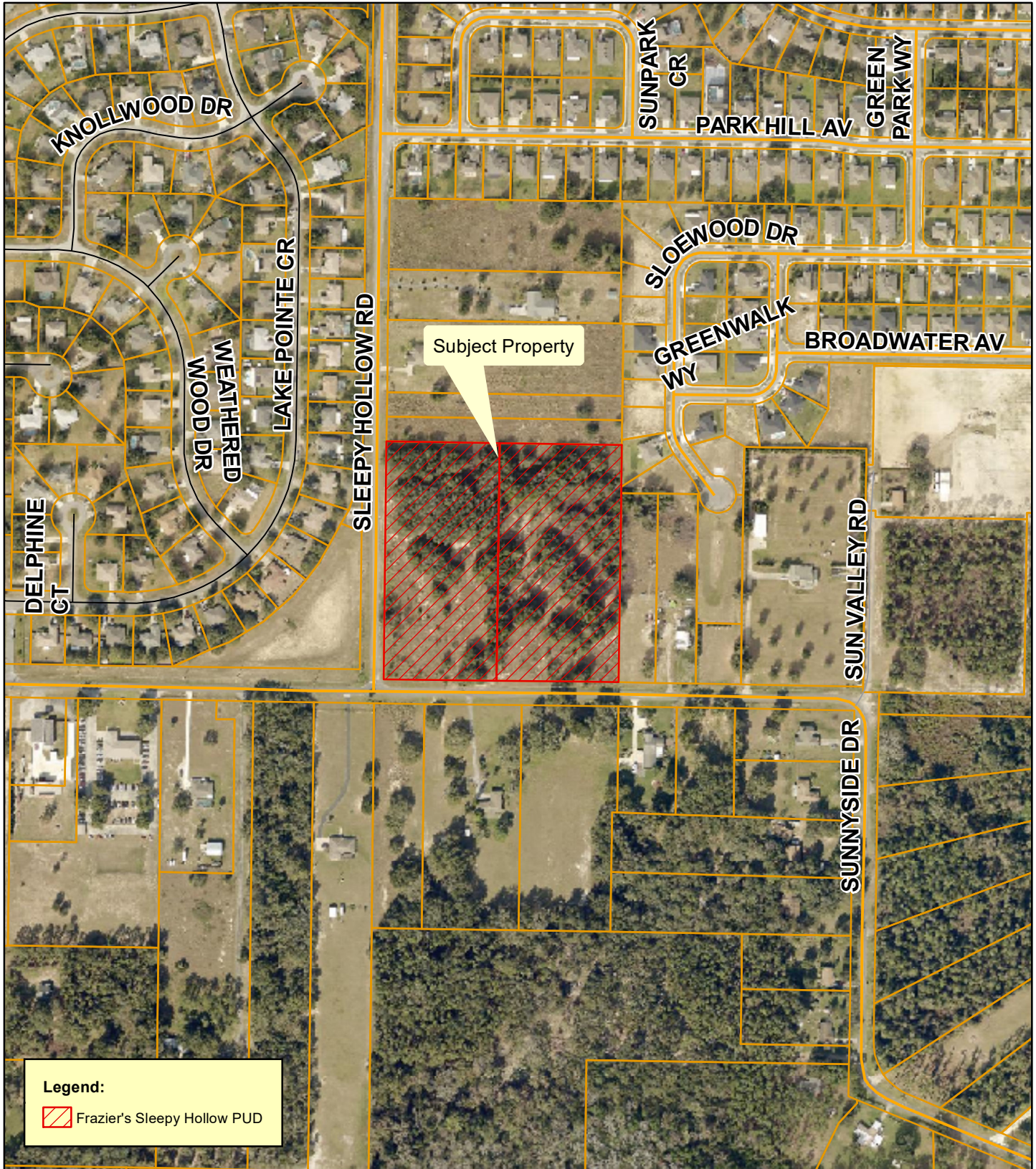
EXISTING LAND USE: Undisturbed acreage

SURROUNDING LAND USE:

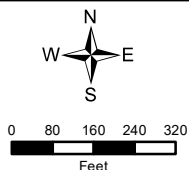
North – Residential
South – Residential
East – Residential
West – Residential subdivision

PROPOSED LAND USE: Residential subdivision

Aerial



**Planning
& Zoning
Division**

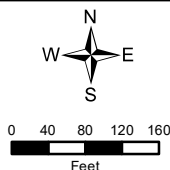


Frazier's Sleepy Hollow Planned Unit Development
Sleepy Hollow Road and Sunnyside Drive
AK#: 1507162, 1207240
Section 29, Township 19 South, Range 25 East
May 25, 2022

Surrounding Land Uses

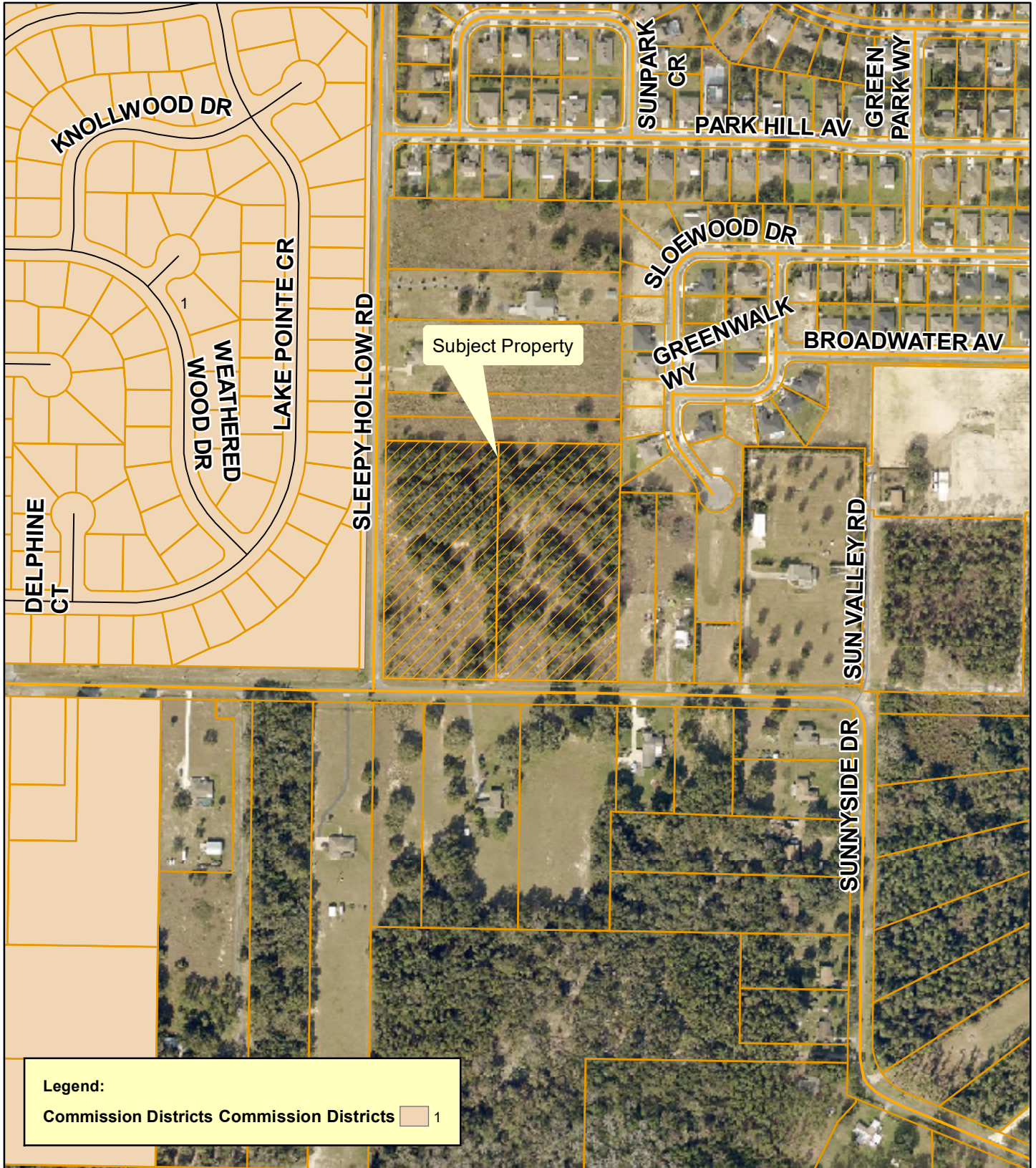


**Planning
& Zoning
Division**

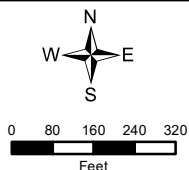


Frazier's Sleepy Hollow Planned Unit Development
 Sleepy Hollow Road and Sunnyside Drive
 AK#: 1507162, 1207240
 Section 29, Township 19 South, Range 25 East
 May 25, 2022

Commission District

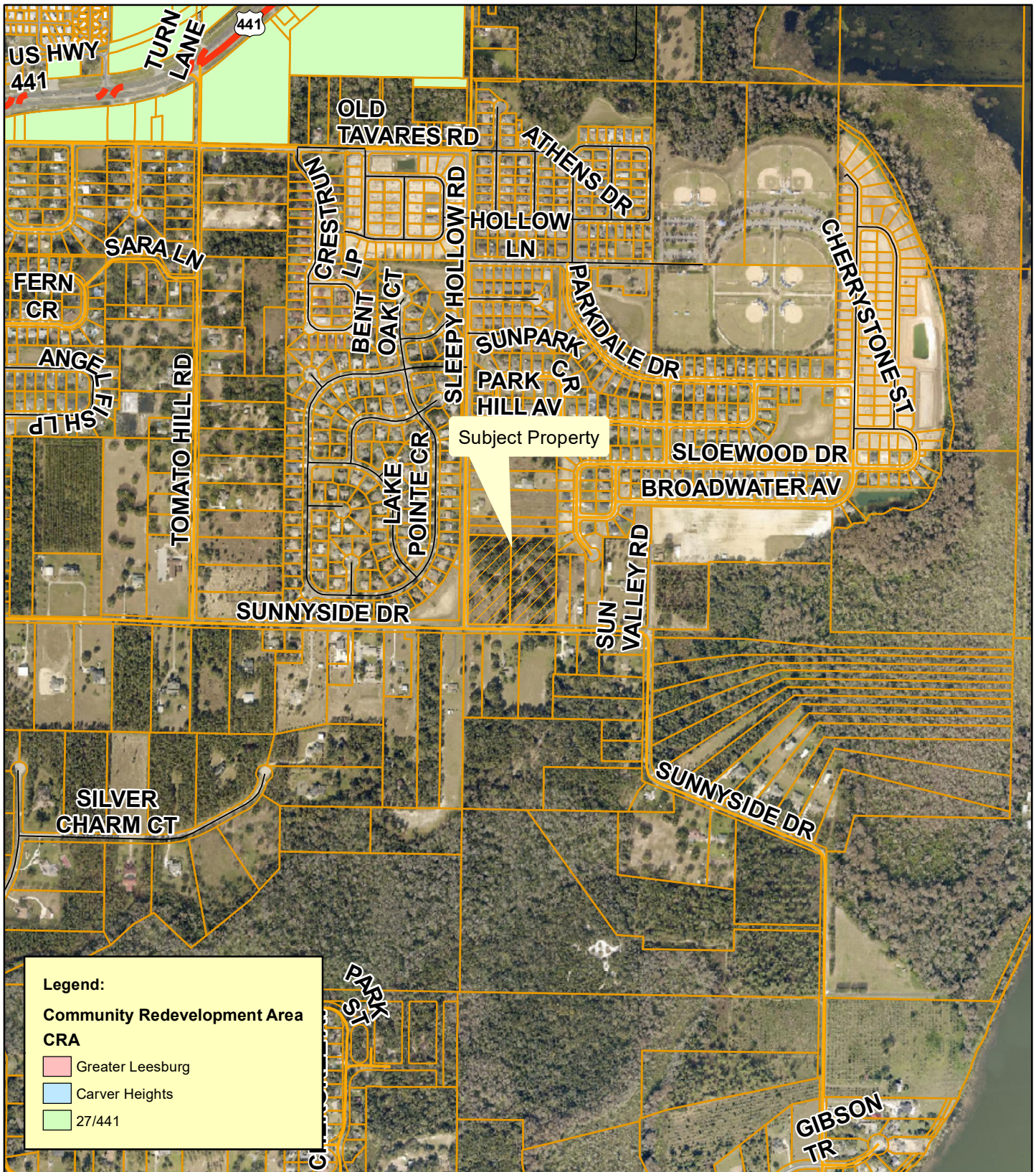


**Planning
 & Zoning
 Division**

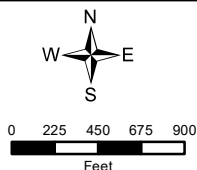


Frazier's Sleepy Hollow Planned Unit Development
 Sleepy Hollow Road and Sunnyside Drive
 AK#: 1507162, 1207240
 Section 29, Township 19 South, Range 25 East
 May 25, 2022

Community Redevelopment Area



**Planning
& Zoning
Division**



Frazier's Sleepy Hollow Planned Unit Development
Sleepy Hollow Road and Sunnyside Drive
AK#: 1507162, 1207240
Section 29, Township 19 South, Range 25 East
May 25, 2022

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: October 24, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map designation of certain property containing 9.74 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential, for a property generally located east of Sleepy Hollow Road and north of Sunnyside Drive as legally described in Section 29, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Frazier's Sleepy Hollow SSCP)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comp plan amendment to the City's Future Land Use Map on 9.74 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential.

Analysis:

The project site is approximately 9.74 acres. The property is generally located east of Sleepy Hollow Road and north of Sunnyside Drive. Currently, the property is undisturbed acreage. The proposed use is for a single-family residential subdivision. The surrounding Future Land Use Map designations of Lake County Urban Low Density, Lake County Rural Transition; and City of Leesburg Estate Residential are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City Estate Residential. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

The Planning Commission held a public hearing on the application on June 23, 2022 and recommended approval by a vote of 6-0.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Rural Transition to City of Leesburg Estate Residential; or

2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact to the City for this action. Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 9.74 +/- ACRES FROM LAKE COUNTY RURAL TRANSITION TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF SLEEPY HOLLOW ROAD AND NORTH OF SUNNYSIDE DRIVE AS LEGALLY DESCRIBED IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (FRAZIER'S SLEEPY HOLLOW SSCP)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that;

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 9.74 acres of land generally located east of Sleepy Hollow road and north of Sunnyside Drive from Lake County Rural Transition to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 29, Township 19 South, Range 25 East, Lake County, Florida;

Section 2.

All ordinances or parts of ordinances in conflict the any of the provisions of this ordinance are hereby repealed;

Section 3.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of October 2022.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Sleepy Hollow Legal Description:

PARCEL 1

The West 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 25 East, Lake County, Florida, LESS the West 25 feet thereof.

PARCEL 2

The East 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 25 East, Lake County, Florida. CONTAINS 424,262 SQUARE FEET = 9.740 ACRES



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: June 23, 2022
OWNER: Vivaloria Frazier and Beryl McClary
PETITIONER: Geoff Summitt, G. L. Summitt Engineering, Inc.
PROJECT: Frazier's Sleepy Hollow
REQUEST: Small Scale Comprehensive Plan Amendment to Estate Residential
CASE NO.: SSCP 22-220

THE PLANNING & ZONING DIVISION RECOMMENDS:

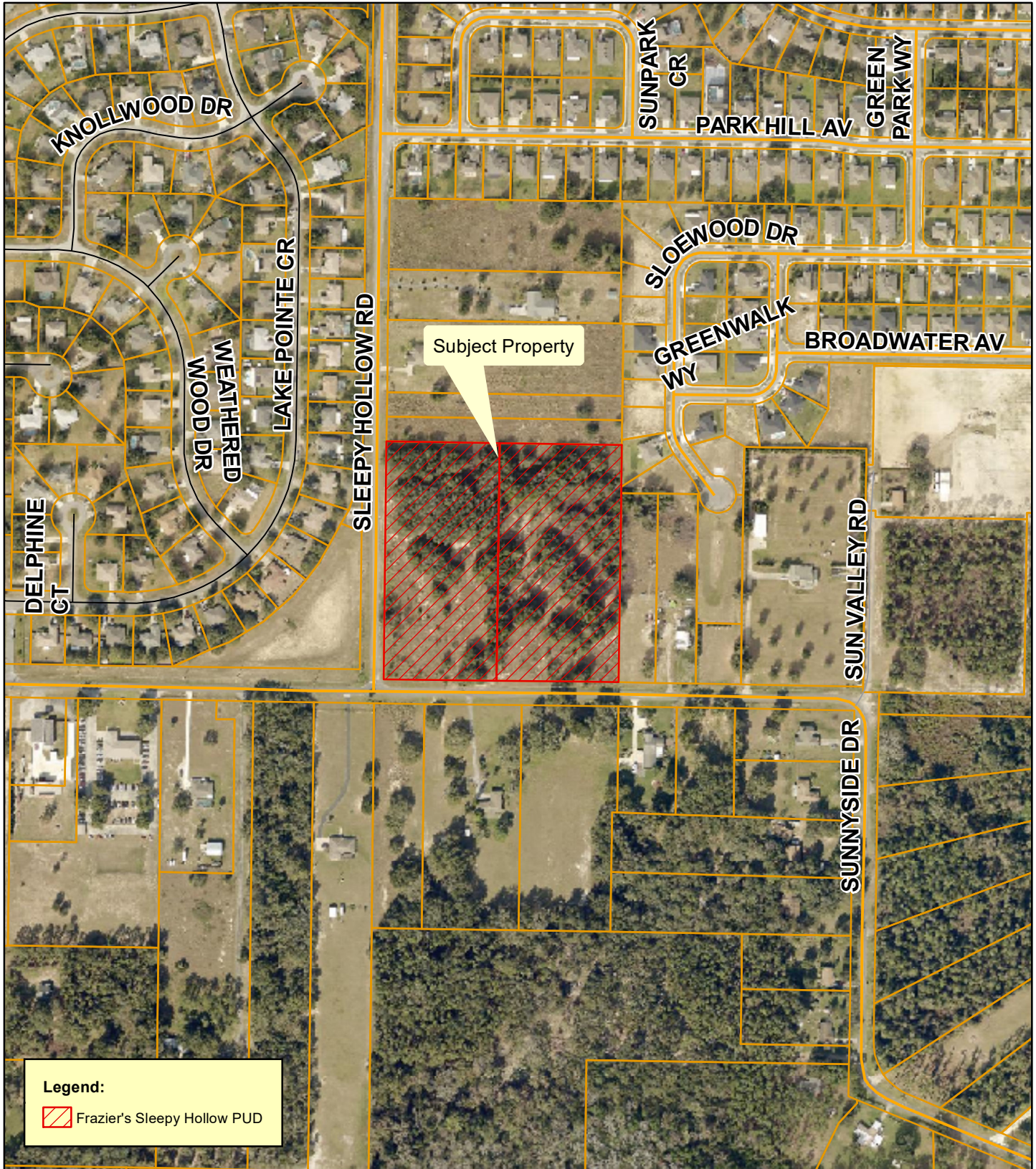
APPROVAL of this request for the following reason(s):

1. This project meets the requirements of Chapter 163.3187(1)(c) Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed Future Land Use Designation of Estate Residential is compatible with the current surrounding Future Land Use categories of Lake County Urban Low Density, Lake County Rural Transition, and City of Leesburg Estate Residential.
2. The proposed Future Land Use Designation of City Estate Residential is compatible with the proposed zoning City PUD (Planned Unit Development), and does not appear to create a detriment to the adjacent zoning districts of Lake County R-1 (Rural Residential), Lake County R-3 (Medium Density District) and City of Leesburg R-1-A (Single Family Residential).
3. The proposed Future Land Use Designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

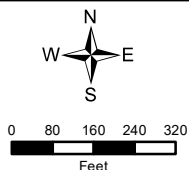
Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from Lake County Rural Transition to City of Leesburg Estate Residential and forward to the City Commission for consideration.

Aerial

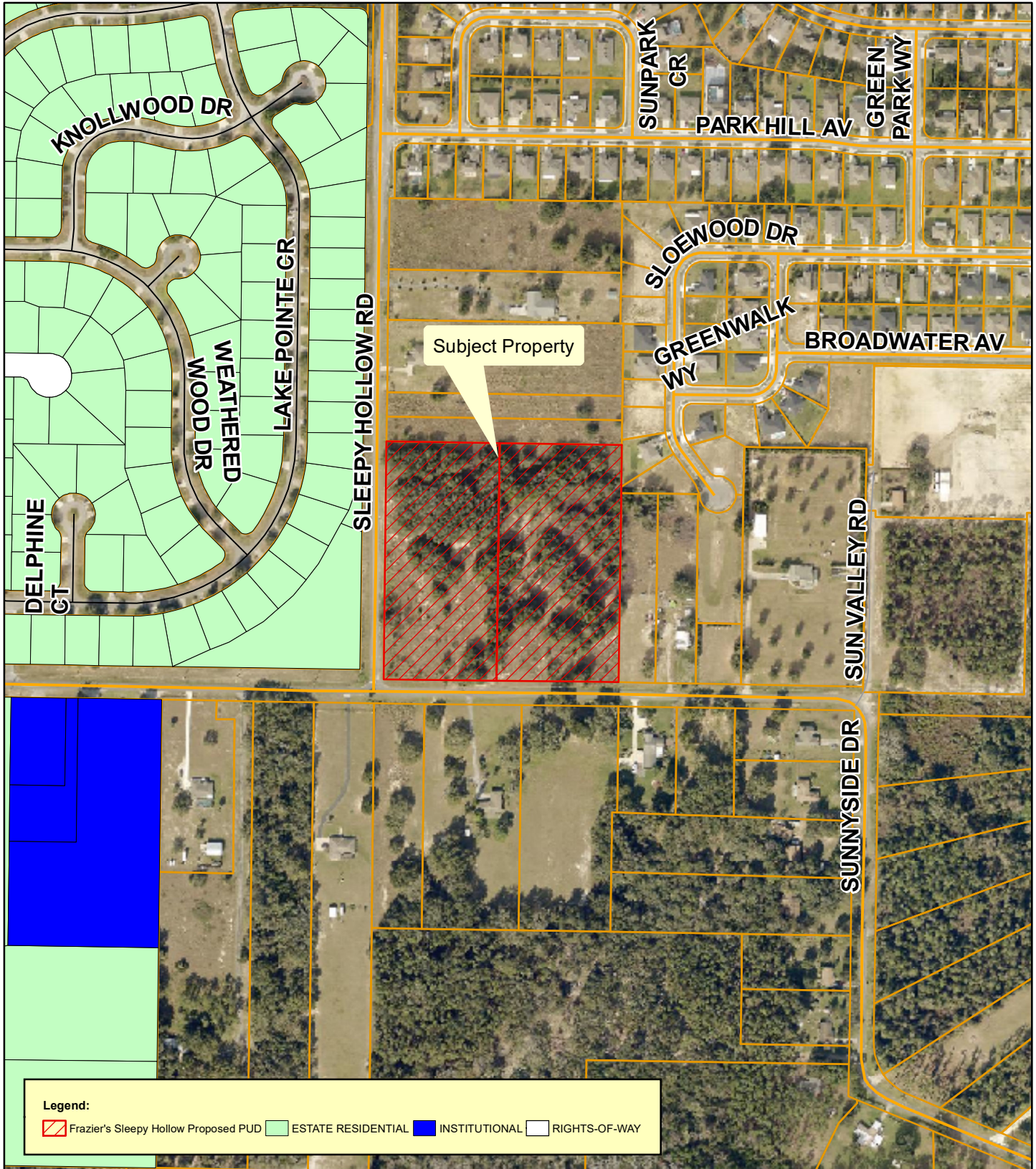


**Planning
& Zoning
Division**

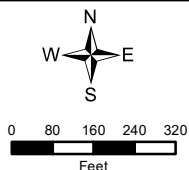


Frazier's Sleepy Hollow Planned Unit Development
Sleepy Hollow Road and Sunnyside Drive
AK#: 1507162, 1207240
Section 29, Township 19 South, Range 25 East
May 25, 2022

Future Land Use

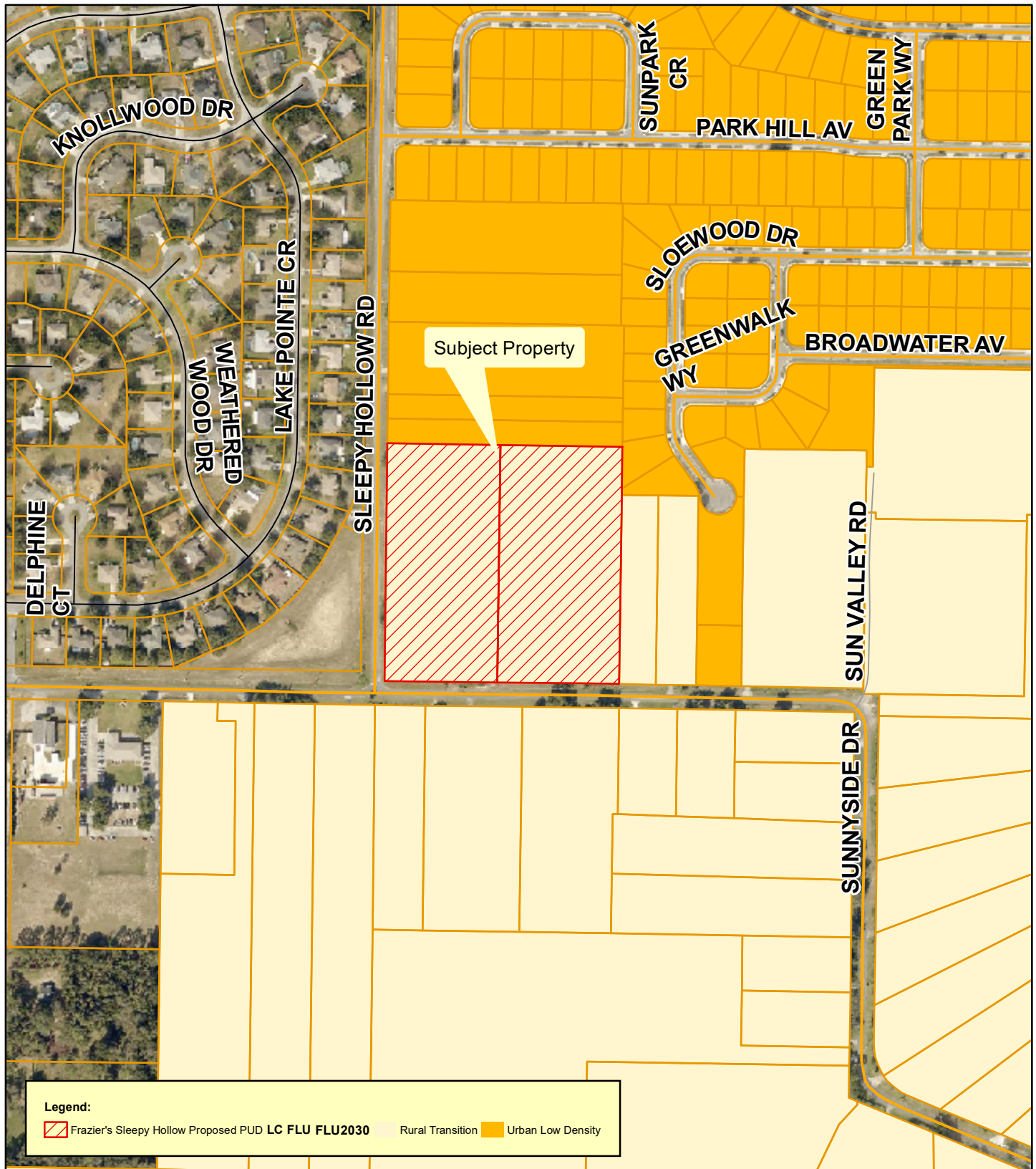


**Planning
& Zoning
Division**

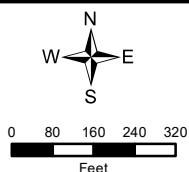


Frazier's Sleepy Hollow Planned Unit Development
Sleepy Hollow Road and Sunnyside Drive
AK#: 1507162, 1207240
Section 29, Township 19 South, Range 25 East
May 25, 2022

Lake County Future Land Use

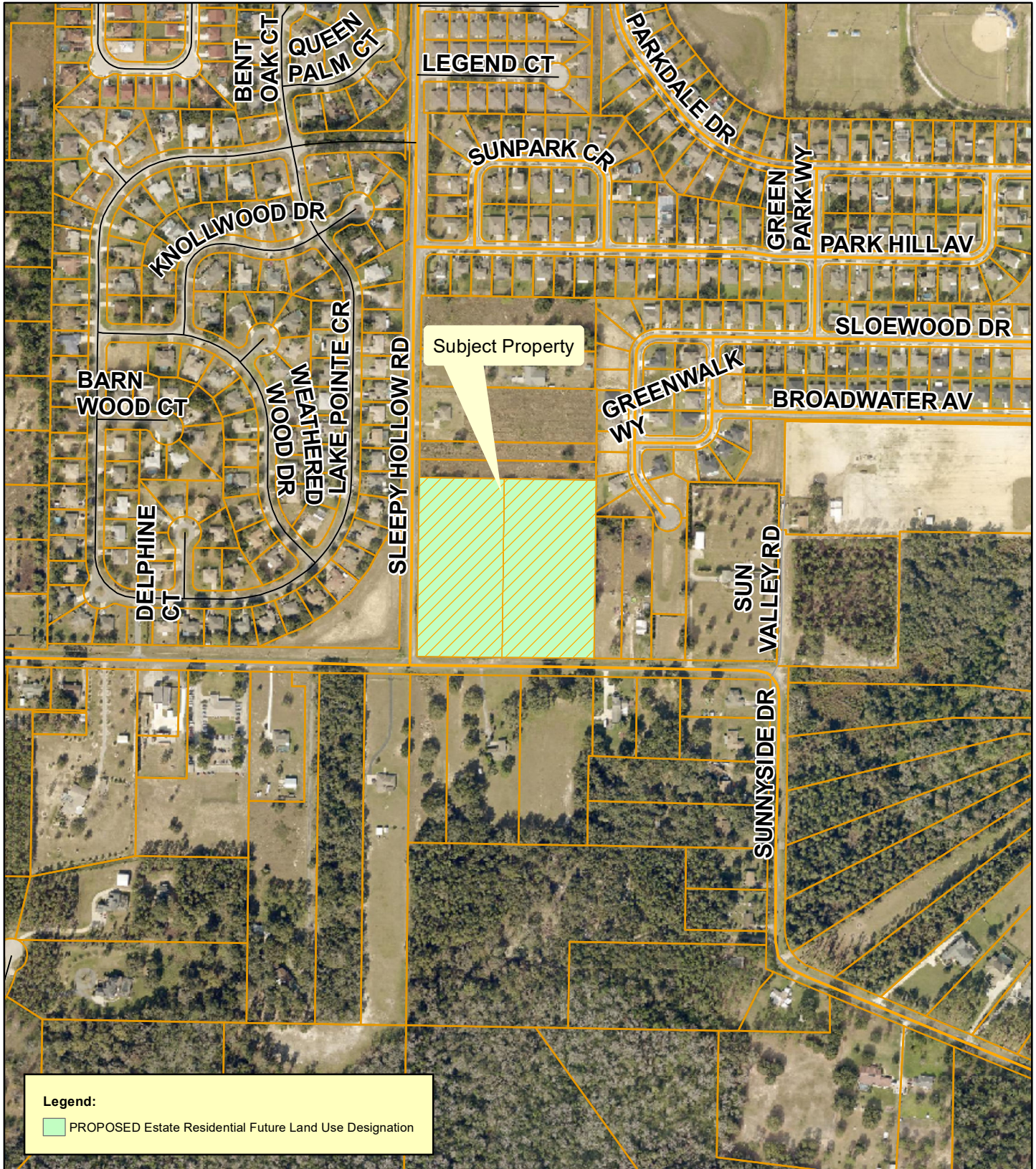


**Planning
& Zoning
Division**

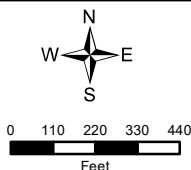


Frazier's Sleepy Hollow Planned Unit Development
Sleepy Hollow Road and Sunnyside Drive
AK#: 1507162, 1207240
Section 29, Township 19 South, Range 25 East
May 25, 2022

PROPOSED Future Land Use



**Planning
& Zoning
Division**



Frazier's Sleepy Hollow Planned Unit Development
Sleepy Hollow Road and Sunnyside Drive
AK#: 1507162, 1207240
Section 29, Township 19 South, Range 25 East
May 25, 2022

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.3.

Meeting Date: October 24, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida changing the zoning on approximately 9.74 +/- acres from Lake County R-1 (Rural Residential) to City of Leesburg SPUD (Small Planned Unit Development) to allow a single-family residential development for a property generally located east of Sleepy Hollow Road and north of Sunnyside Drive, as legally described in Section 29, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Frazier's Sleepy Hollow SPUD)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County R-1 (Rural Residential) to City of Leesburg SPUD (Small Planned Unit Development) to allow for single-family residential development.

Analysis:

The project site is approximately 9.74 +/- acres, and is generally located east of Sleepy Hollow Road and north of Sunnyside Drive as shown on the attached maps. At this time, the property is undisturbed acreage. The proposal will allow for a single-family residential development. The existing land uses surrounding the property are residential. City of Leesburg utilities are available nearby. The development is planned to consist 27 lots for a density of 2.7 units per acre.

The Planning Commission held a public hearing on the application on June 23, 2022 and recommended approval by a vote of 6-0.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to SPUD (Small Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a small positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA CHANGING THE ZONING ON APPROXIMATELY 9.74 +/- ACRES FROM LAKE COUNTY R-1 (RURAL RESIDENTIAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED EAST OF SLEEPY HOLLOW ROAD AND NORTH OF SUNNYSIDE DRIVE, AS LEGALLY DESCRIBED IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (FRAZIER'S SLEEPY HOLLOW SPUD)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.

Based upon the petition of **Geoffrey L. Summitt, for G L Summitt Engineering, Inc.**, petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County R-1 (Rural Residential) to City of Leesburg SPUD (Small Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 24th day of October 2022.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Sleepy Hollow Legal Description:

PARCEL 1

The West 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 25 East, Lake County, Florida, LESS the West 25 feet thereof.

PARCEL 2

The East 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 25 East, Lake County, Florida. CONTAINS 424,262 SQUARE FEET = 9.740 ACRES

**FRAZIER'S SLEEPY HOLLOW SUBDIVISION
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
June 23, 2022**

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Frazier Vivaloria, 7722 Lake Park Drive, Jacksonville, Florida 32208 "Permittee" (GL Summit Engineering, Inc., 3669 Simonton Place, Lake Mary, Florida, 32748 - Agent)** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of approximately 9.75 acres containing a maximum of 27 detached single-family residential units generally located north of Sunnyside Drive and west of Sleepy Hollow Road. on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Frazier Vivaloria, 7722 Lake Park Drive, Jacksonville, Florida 32208 "Permittee" (GL Summit Engineering, Inc., 3669 Simonton Place, Lake Mary, Florida, 32748 - Agent) - Agent** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**
See attached **Exhibit B, Legal Description**.

3. LAND USE

The above-described property, containing approximately 9.75 acres, shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Detached single family residential units
2. Accessory structures for residential uses
3. Sales office in a single-family unit
4. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
5. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses

1. Townhouses (single family attached units)
2. Duplex/Triplex
3. Multi-family units (Apartments)
4. Commercial uses (as a primary use)
5. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

A. The project shall contain a maximum of 27 detached single-family residential units, at a gross density not to exceed 2.77 units per acre on the approximately 9.74-acre site, as shown on **Exhibit C, Conceptual Development Plan**.

B. A mix of lot sizes is permitted as long as all lots are equal to or larger than the required minimums.

C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.

D. The minimum lot development standards shall be:

- a. Minimum lot width of fifty (50) feet.
- b. Minimum house size: 1,700 square feet.
- c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
- d. Minimum lot size shall be 6,000 square feet.
- e. Minimum lot width 50 feet
- f. Minimum lot depth 120 feet
- g. Minimum building setbacks:

Front – 25 feet;
Porch – 20 feet (porch must be a minimum width of 5 feet).
Rear – 18 feet;
Side – 5 feet;
Corner Side – 15 feet.

2. For all structures:

- a. Each residential structure shall have a minimum two car garage.
- b. Each lot less than sixty (60) feet in width shall have gutters constructed on all four sides of the primary structure to direct stormwater away from the foundation.
- c. Minimum distance between structures shall be as noted in in Section B *Development Standards* contained herein; as measured from building wall to building wall.
- d. Roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
- e. Maximum building height: two (2) stories or 35 feet.
- f. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
- g. Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.
- h. Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”
- i. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

5. **DESIGN/ARCHITECTURAL STANDARDS**

- A. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.
1. Dormers
 2. Gables
 3. Recessed or raised entries
 4. Covered porch entries
 5. Cupolas
 6. Pillars or decorative posts
 7. Bay window (minimum 12-inch projections)
 8. Eaves (minimum 6-inch projections)
 9. Front windows with arched glass tops and minimum 4-inch trim.
 10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.

11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
 12. Stone accents
 13. Shutters
 14. Board and batten siding
 15. Hardy board siding
 16. Raised banding
 17. Craftsman style garage doors
- B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.
 4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Manager or designee for compliance prior at time of site plan review.
- C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Manager or designee.
- D. The architectural styles and facades shown in **Exhibit D, Building Elevations** herein are considered conceptual.
- E. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as Exhibit E, attached hereto.

6. **OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS**

- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.
- B. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the entire boundary of the property. This landscape

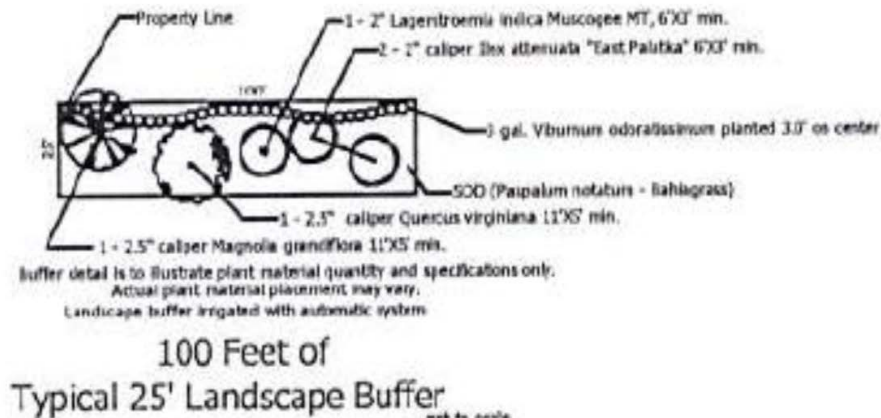
buffer shall be separate from all other platted lots, shall not be part of individually platted lots, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association.

- C. Each platted single-family residential lot of record shall contain a minimum of one canopy tree, located within in the front yard, selected from the list of trees within the City of Leesburg Code of Ordinances, *Section 25-328 Table 1, Canopy Trees*, plus at least one other tree, located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.
- D. A split-rail fence, of either wood or vinyl/synthetic construction, shall be installed around the entire perimeter of the property. This fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association. A solid six-foot fence of PVC or other synthetic material, shall be allowed as an option to the split-rail fence.
- E. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
- F. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



G. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Manager or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.

H. The surveying of trees on the property shall be conducted as follows:

1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
3. The tree survey shall be completed by a licensed surveyor.

7. SITE ACCESS AND SIGNAGE

A. The main vehicular access to the project site shall consist of at least one primary access point on Sleepy Hollow Road, as legally prescribed by Lake County Public Works, and/or FDOT as applicable, and shown on the Master Development Plan - Exhibit C, as amended. All access points are conceptual and subject to Lake County review. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.

- B. The main access point on Sleepy Hollow Road shall be designed to allow emergency access vehicles room to maneuver. This entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.
 - 1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be reviewed by Lake County Public Works.
 - 2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 - 3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- C. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.
- D. The required access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.
- E. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Manager or designee, where the architectural style would be in keeping with the intent of these sign regulations.
- F. Roadway interconnectivity shall be provided as shown on the Conceptual Site Plan – Exhibit C, as needed, to allow for connection points between this development and future development of adjacent properties.

8. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths etc.
- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.

- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary legally required Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.
- G. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.
 - 1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.
 - 2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable.
- H. Sidewalks shall be provided on both sides of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.

- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the development as required by the City of Leesburg Code of Ordinances as amended.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
- D. The existing 100-year flood plain on the property shall be shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - 1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
 - 2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.
- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in

accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall be provided at a rate of 200 square feet per residential unit, and shall consist of not less than 5,400 square feet.
- B. Recreational requirements shall include at least one primary active recreation area. Recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo, swimming pool, clubhouse or other amenities as reviewed and approved by staff. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the approved maximum number of residential units.
- C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor

cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.

- D. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:
 - 1. Trails, playgrounds, basketball, tennis, handball courts, etc.
 - 2. Community swimming pool, including the deck area surrounding such pools.
 - 3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
 - 4. Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

14. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. Implementation of the project shall substantially commence one-hundred twenty (120) months after approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.
- C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

16. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.

- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

A. Levels of Service

- 1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

- i. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

- C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

1. There are no previous commitments of any existing or planned excess capacity for this property.

E. Ability to Provide Services

1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B

LEGAL DESCRIPTION

Sleepy Hollow Legal Description:

PARCEL 1

The West 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 25 East, Lake County, Florida, LESS the West 25 feet thereof.

PARCEL 2

The East 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 25 East, Lake County, Florida. CONTAINS 424,262 SQUARE FEET = 9.740 ACRES

(to be revised to meet PUD standards)

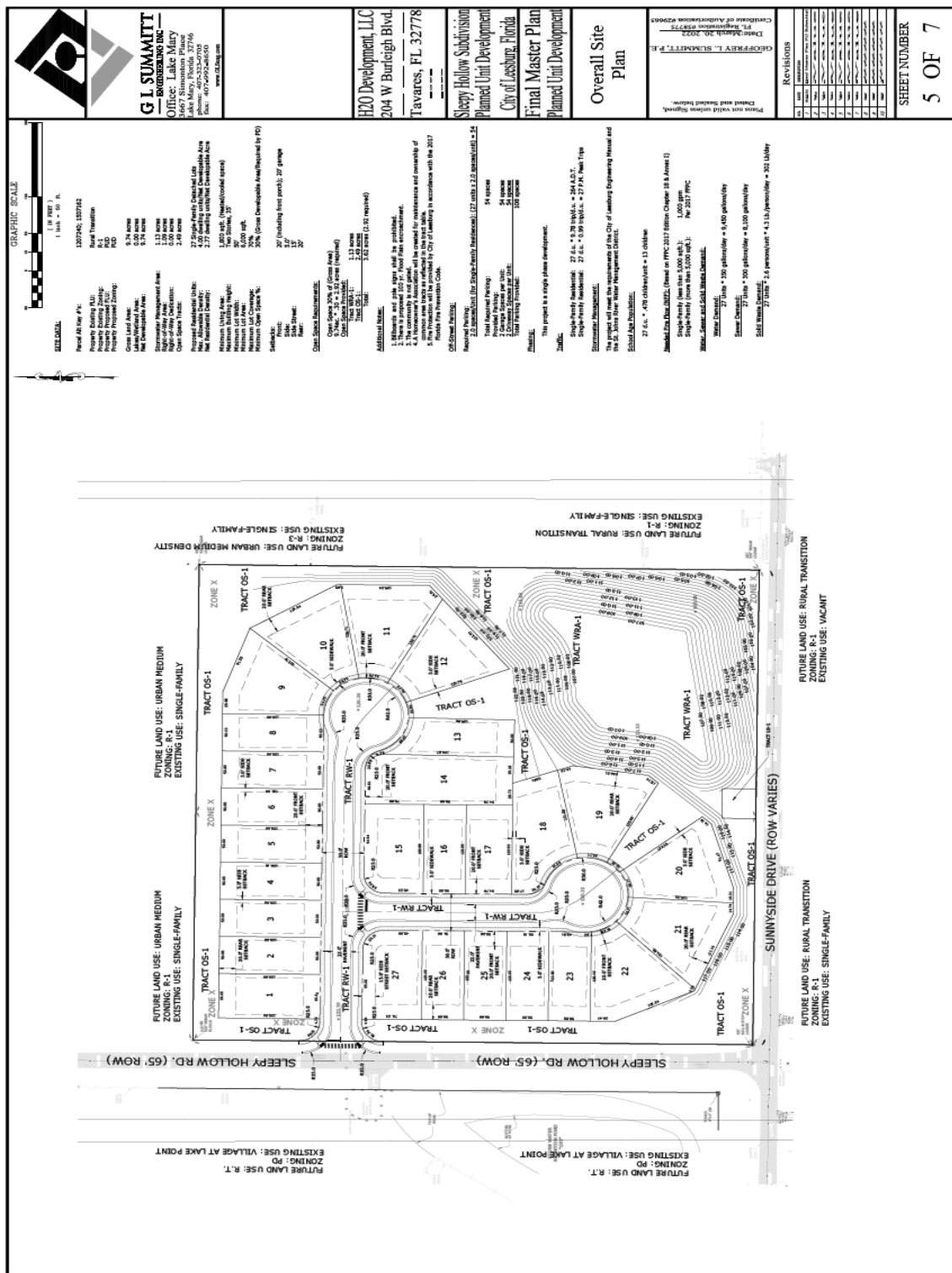


EXHIBIT D

FAÇADE SAMPLES



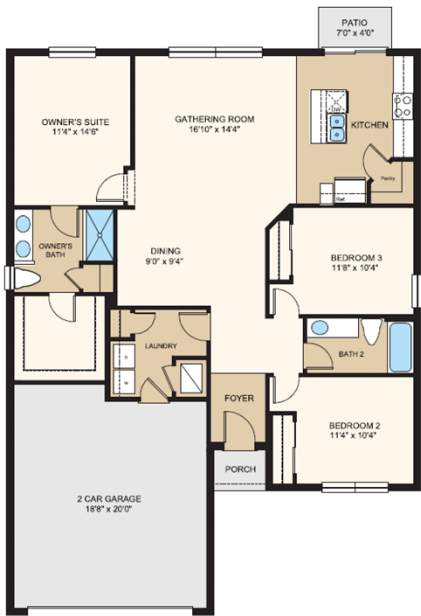
ELEVATION A



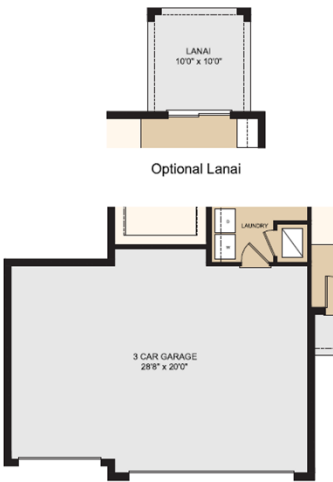
ELEVATION B



ELEVATION C



FIRST FLOOR



Optional 3 Car Garage
(Option Availability Limited By Homesite)



Optional Bedroom 4

OPTIONS

Living.....	1,500 sq.ft.
2 Car Garage.....	429 sq.ft.
Entry.....	20 sq.ft.
Total Area.....	1,949 sq.ft.



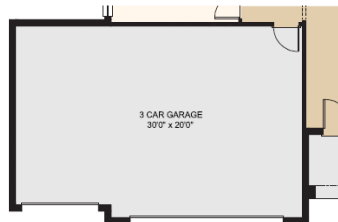
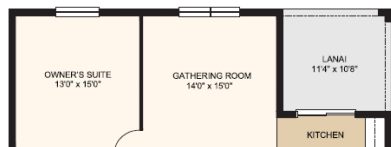
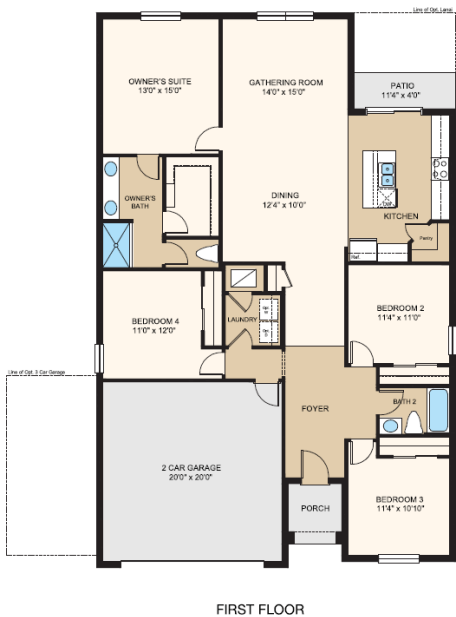
ELEVATION A



ELEVATION B



ELEVATION C



Living.....	1,848 sq. ft.
2 Car Garage.....	433 sq. ft.
Entry.....	40 sq. ft.
Total Area.....	2,321 sq. ft.

OPTIONS



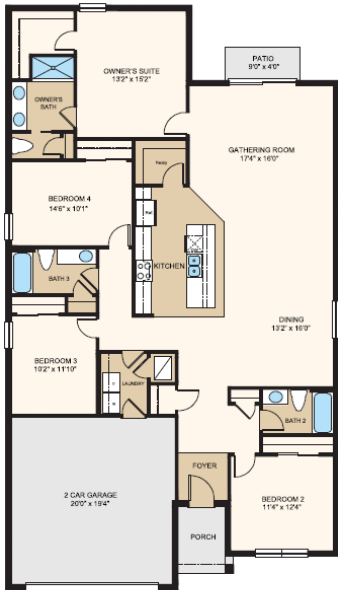
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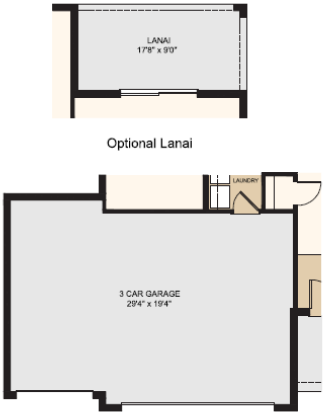
ELEVATION B



ELEVATION C



FIRST FLOOR



Optional 3 Car Garage
(Option Availability Limited By Homesite)

Living.....	2,106 sq.ft.
2 Car Garage.....	424 sq.ft.
Entry.....	47 sq.ft.
Total Area.....	2,577 sq.ft.

OPTIONS



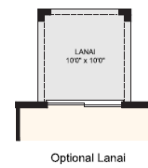
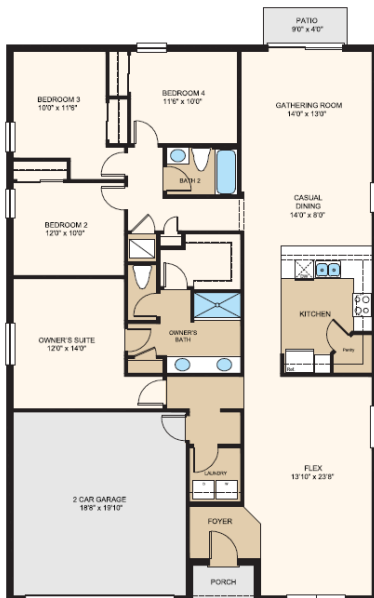
ELEVATION A



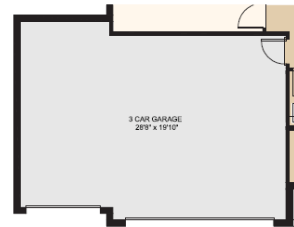
ELEVATION B



ELEVATION C



Optional Lanai



Optional 3 Car Garage
(Option Availability Limited By Homesite)

Living	1,974 sq. ft.
2 Car Garage	399 sq. ft.
Entry	27 sq. ft.
Total Area	2,400 sq. ft.

EXHIBIT E
DARK SKY LIGHTING (Acceptable designs)

TYPICAL DARK SKY LIGHTING FIXTURES



**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: June 23, 2022
OWNER: Vivaloria Frazier and Beryl McClary
PETITIONER: Geoff Summitt, G. L. Summitt Engineering, Inc.
PROJECT: Frazier's Sleepy Hollow
REQUEST: Small Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: SSCP 22-220; PUD-21-221

GENERAL LOCATION: The property is generally located east of Sleepy Hollow Road and north of Sunnyside Drive.

FUTURE LAND USE DESIGNATION: Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban Low Density
South – Lake County Rural Transition
East – Lake County Urban Low Density; Lake County Rural Transition
West – City of Leesburg Estate Residential

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County R-1 (Rural Residential)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County R-1 (Rural Residential)
South – Lake County R-1 (Rural Residential)
East – Lake County R-1 (Rural Residential); Lake County R-3 (Medium Residential District)
West – City of Leesburg R-1-A (Single Family Residential)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Undisturbed acreage

SURROUNDING LAND USE:

North – Residential
South – Residential
East – Residential
West – Residential subdivision

PROPOSED LAND USE: Residential subdivision

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: June 23, 2022
OWNER: Vivaloria Frazier and Beryl McClary
PETITIONER: Geoff Summitt, G. L. Summitt Engineering, Inc.
PROJECT: Frazier's Sleepy Hollow
REQUEST: Small Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: SSCP 22-220; PUD-22-221

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 6/17/22

FIRE

In reference to Case Number SSCP-22-220 & PUD-21-221

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SSCP-22-220 & PUD-21-221 is outside the recommended four-minute response time for initial responding fire apparatus. Amanda Stevenson 6/16/22

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

ELECTRIC

Leesburg Electric is ok with the Zoning change. When this comes before the DRC, we will require easements along Sleepy Hollow, and Sunnyside Dr (10'). We will also require our typical easements along the lot lines (5 on side and rear, and 10' along the road ways. Electric Utilities will be placed in the easements. If the road's stay as tracts, they will also need easements. Steve Davis 6/9/22

GAS

Natural gas is available and directed per city ordinance. Thank you, Brandon Smith 6/20/22

GIS

Addressing/GIS has no comment. Mark Medley 6/10/22

BUILDING

No comments received as of 6/17/22

PUBLIC WORKS

Public Works has no issues with this item. Clifford Kelsey 6/13/22

ADDRESSING

Addressing/GIS has no comment. Mark Medley 6/10/22

ECONOMIC DEVELOPMENT

No comments received as of 6/17/22

LAKE COUNTY PUBLIC WORKS

Lake County Public Works comment letter is attached. Please let me know if you have any questions.
Thanks, Seth Lynch 6/17/22

LAKE COUNTY SCHOOLS

The proposed 27 single family residential project is subject to school concurrency review. Please refer the applicant to me for more information on the process. Thanks, Helen LaValley 6/16/22

PUBLIC RESPONSES

Approval

No comments received as of 6/17/22

Disapproval

2 disapproval 2 with comments

No comment

No comments received as of 6/17/22

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Jorge Perez, Julia Perez – We paid a \$6,000.00 lot premium to have a natural environment behind and next door to our lot. There are many sightings of wild birds and wild life in the national environment. We have seen a pair of eagles that circle over the lot that is being considered for zoning change. They seem to be nesting in it. We have enclosed a copy of the contract addendum that shows the lot premium cost of \$6,000.00 Thank you.

Linn Sheldon – We paid \$8,000.00 dollars for a premium lot which was for the size location and an guaranteed word that there would be a private yard in the back with no building or neighbors along the back only sides. Told that it was a preserve.



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: June 23, 2022
OWNER: Vivaloria Frazier and Beryl McClary
PETITIONER: Geoff Summitt, G. L. Summitt Engineering, Inc.
PROJECT: Frazier's Sleepy Hollow
REQUEST: Zoning to PUD (Planned Unit Development)
CASE NO.: PUD-22-221

THE PLANNING & ZONING DIVISION RECOMMENDS:

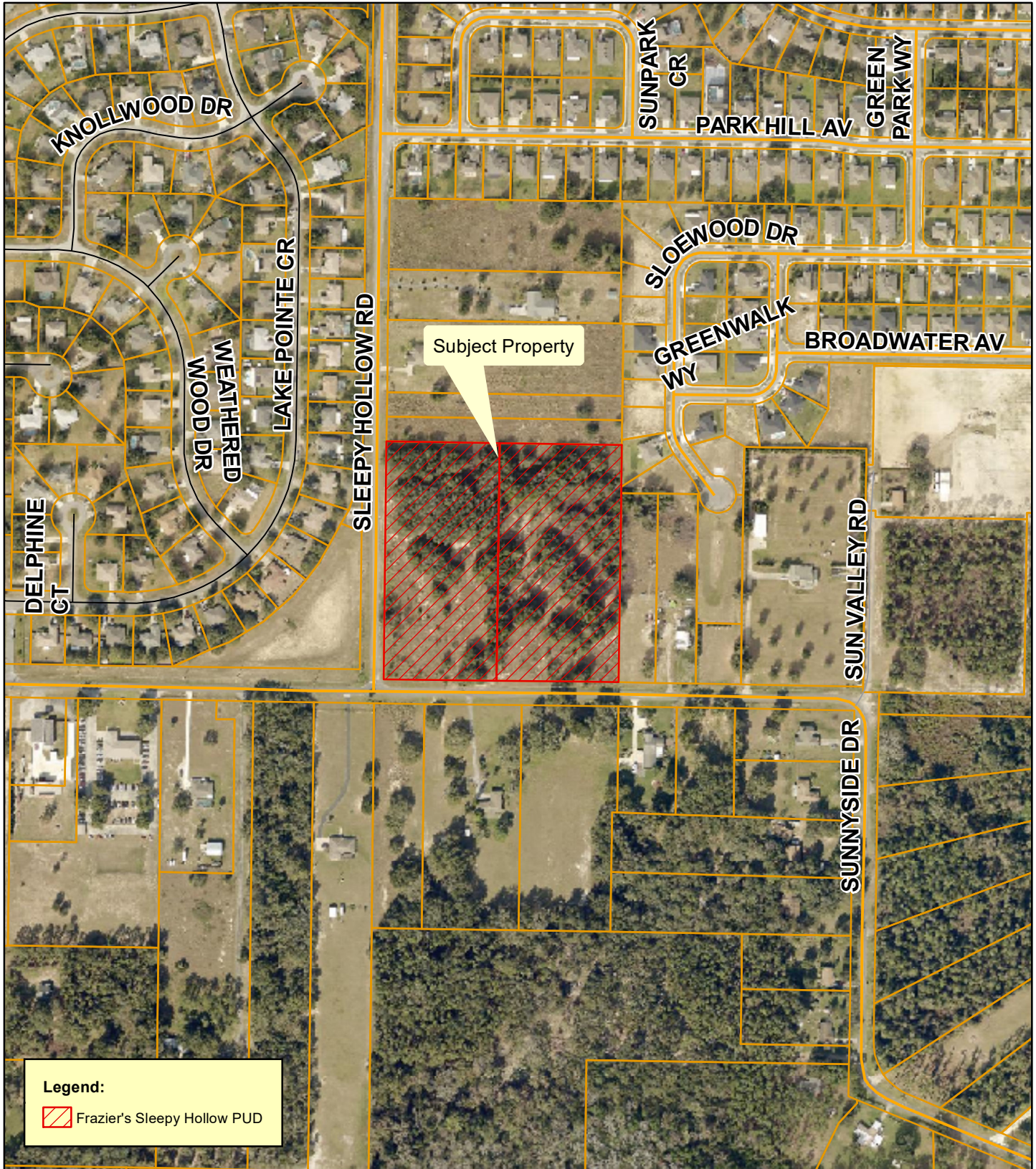
APPROVAL of this request for the following reason(s):

1. The proposed request is compatible with the current surrounding zoning districts of Lake County R-1 (Rural Residential), Lake County R-3 (Medium Density District) and City of Leesburg R-1-A (Single Family Residential). As conditioned, the proposed use does not appear to be detrimental to surrounding properties.
2. The proposed zoning district of PUD (Planned Unit Development) as conditioned and shown in the attached "Exhibit A" is compatible with the existing City Future Land Use designation of Estate Residential.
3. The rezoning of the subject properties is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, and Objective 1.6.

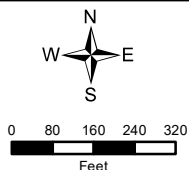
Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from Lake County R-1 (Rural Residential) to City of Leesburg PUD (Planned Unit Development) and forward the recommendation to the City Commission for consideration.

Aerial

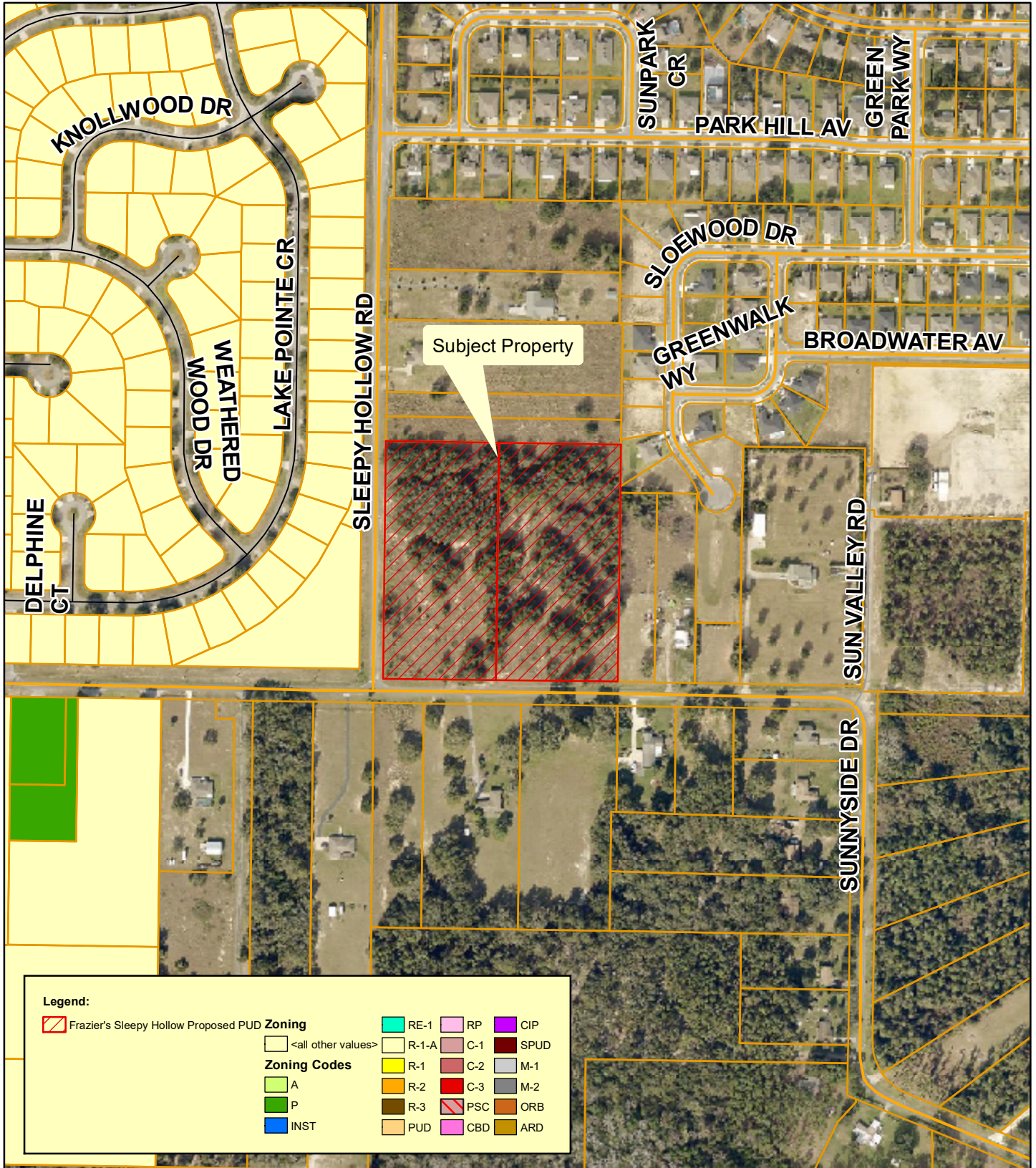


**Planning
& Zoning
Division**

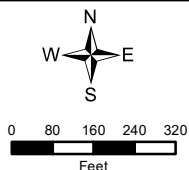


Frazier's Sleepy Hollow Planned Unit Development
Sleepy Hollow Road and Sunnyside Drive
AK#: 1507162, 1207240
Section 29, Township 19 South, Range 25 East
May 25, 2022

Zoning

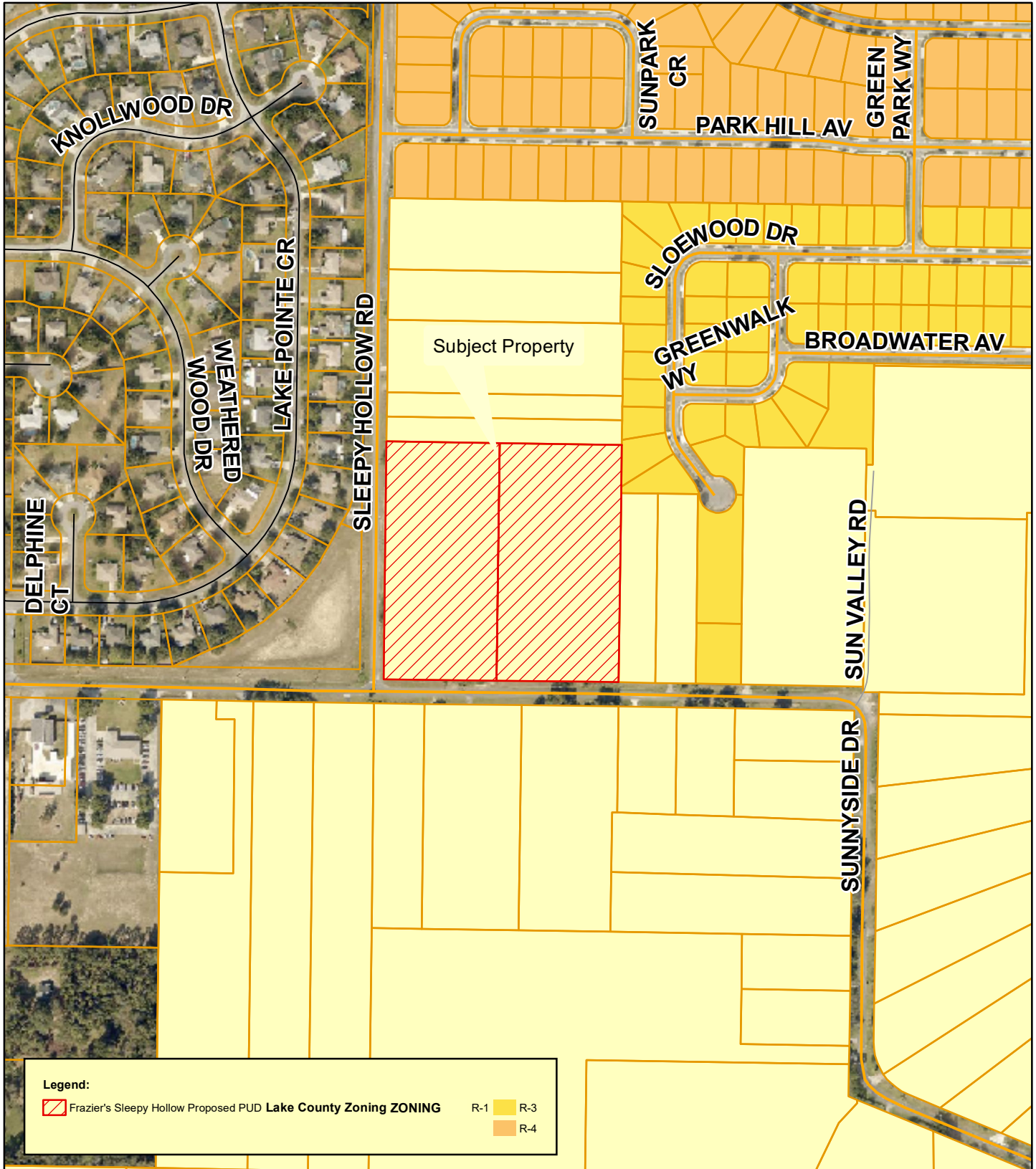


**Planning
& Zoning
Division**

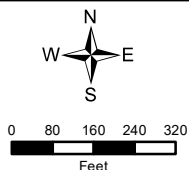


Frazier's Sleepy Hollow Planned Unit Development
Sleepy Hollow Road and Sunnyside Drive
AK#: 1507162, 1207240
Section 29, Township 19 South, Range 25 East
May 25, 2022

Lake County Zoning

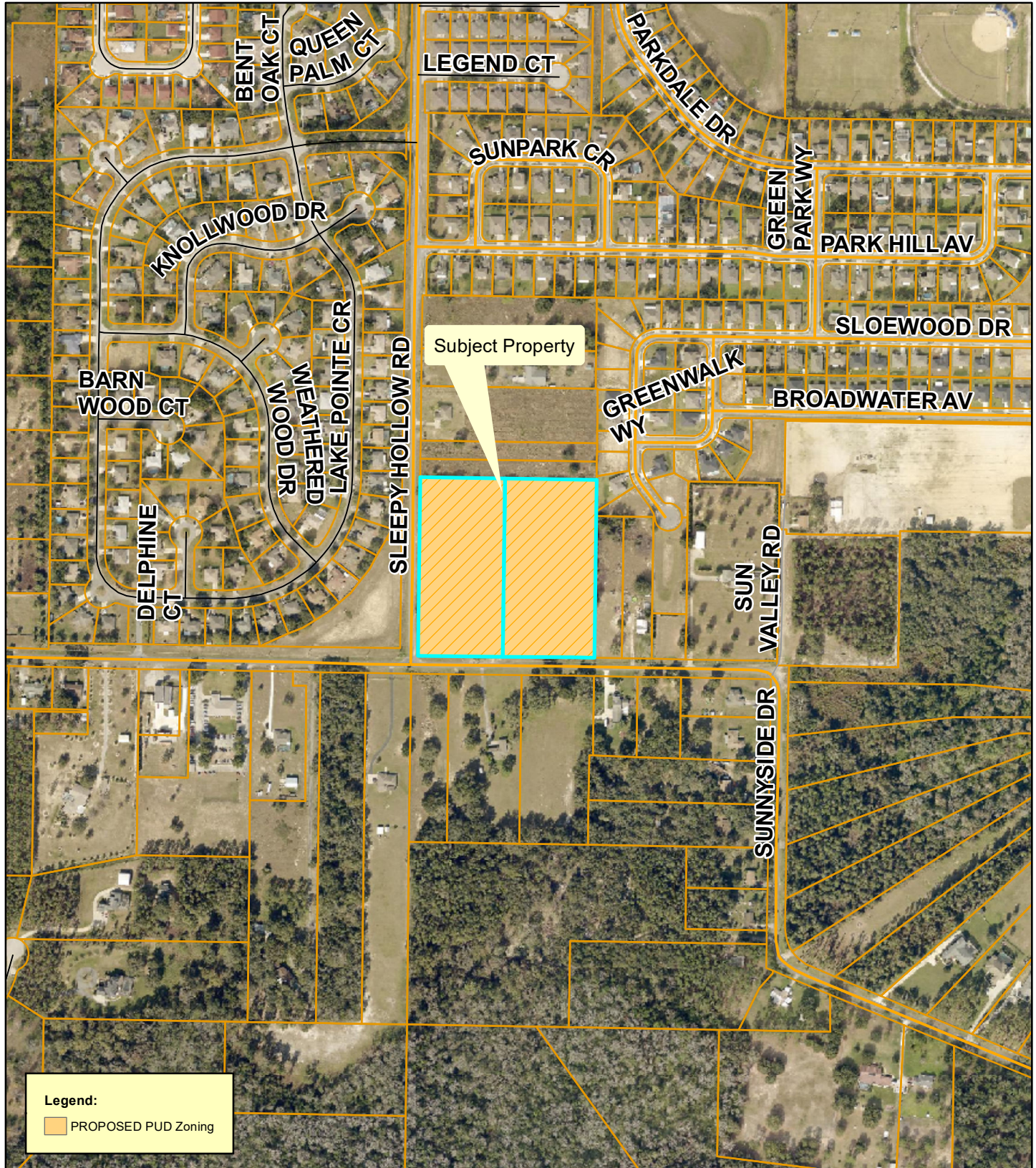


**Planning
& Zoning
Division**

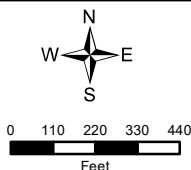


Frazier's Sleepy Hollow Planned Unit Development
Sleepy Hollow Road and Sunnyside Drive
AK#: 1507162, 1207240
Section 29, Township 19 South, Range 25 East
May 25, 2022

PROPOSED Zoning



**Planning
& Zoning
Division**

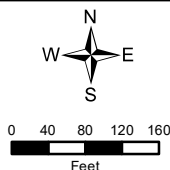


Frazier's Sleepy Hollow Planned Unit Development
Sleepy Hollow Road and Sunnyside Drive
AK#: 1507162, 1207240
Section 29, Township 19 South, Range 25 East
May 25, 2022

Surrounding Land Uses

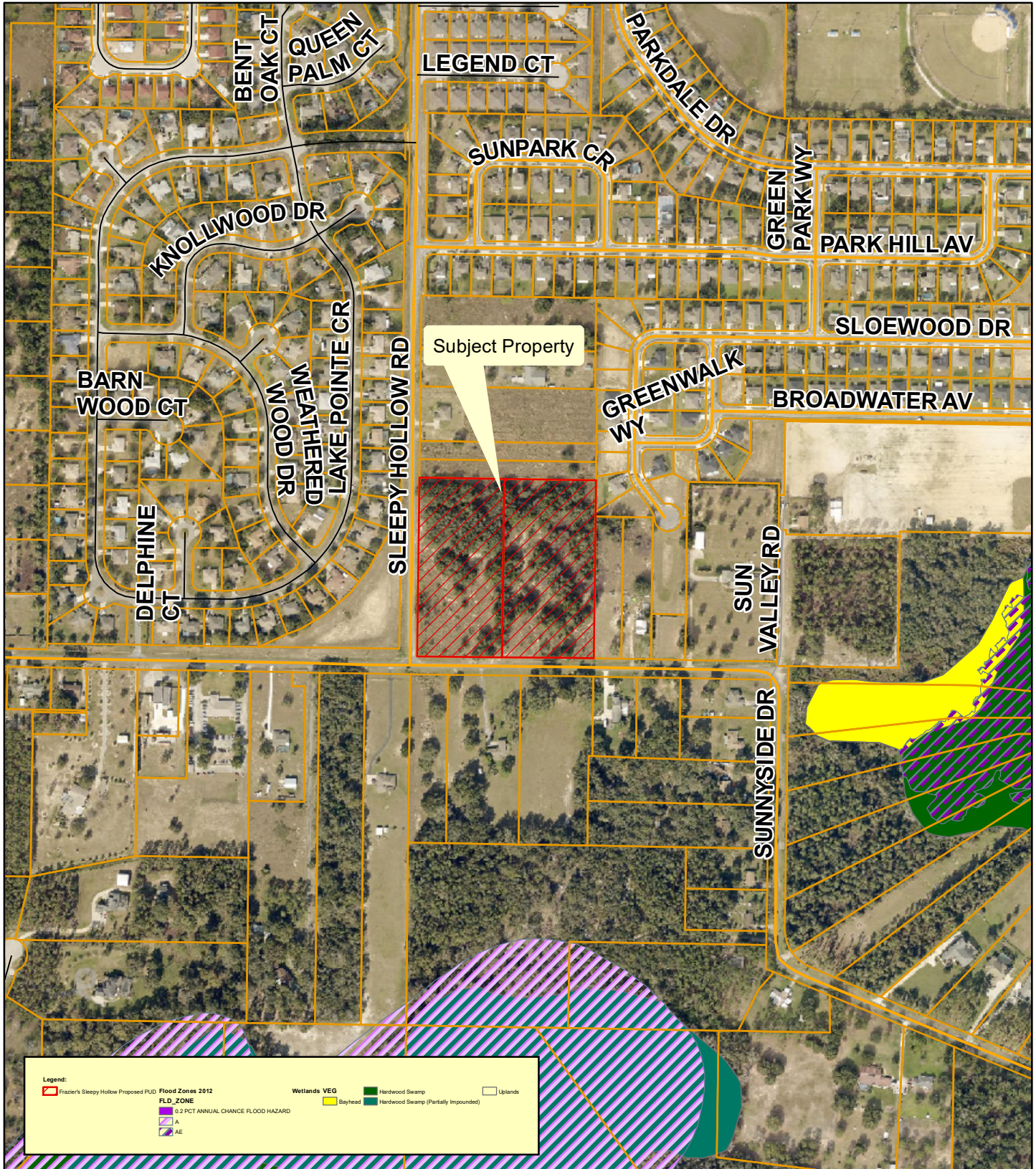


**Planning
& Zoning
Division**

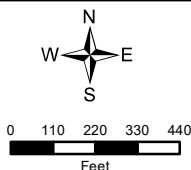


Frazier's Sleepy Hollow Planned Unit Development
Sleepy Hollow Road and Sunnyside Drive
AK#: 1507162, 1207240
Section 29, Township 19 South, Range 25 East
May 25, 2022

Wetlands and Flood Zones



**Planning
& Zoning
Division**



Frazier's Sleepy Hollow Planned Unit Development
Sleepy Hollow Road and Sunnyside Drive
AK#: 1507162, 1207240
Section 29, Township 19 South, Range 25 East
May 25, 2022

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.4.

Meeting Date: October 24, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 49 +/- acres; and being generally located west of County Road 44 and north and south of Seng Road, lying in Section 16, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date (Swan Capital).

Staff Recommendation:

The Planning and Zoning staff recommends approval of the proposed ordinance for annexation of the Swan Capital property.

Analysis:

The applicant has submitted a request for annexation of approximately 49 acres of land generally located west of County Road 44 and north and south of Seng Road, as shown on the attached General Location Map. At this time, the property has one residence and pasture land. The current zoning is Lake County R-1 (Rural Residential); the proposed zoning is City PUD (Planned Unit Development). The proposal for the property is for a single-family residential subdivision.

The property is surrounded by Lake County A (Agriculture), Lake County R-1 (Rural Residential) and Lake County R-2 (Estate Residential). Under the conditions of the PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Small-Scale Comprehensive Plan Amendment, which, along with the Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on September 8, 2022.

Procurement Analysis:

N/A

Options:

1. Approve the requested annexation. This would give the City jurisdiction over the use and future development of the subject site and provide for the application of City standards to this property; or
2. Disapprove the proposed annexation and allow the property to remain in the County.

Fiscal Impact:

A positive fiscal impact will result from the annexation and development of this property due to increased tax revenue added to the General Fund. Future development of the property will increase this anticipated impact.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 49 +/- ACRES; AND BEING GENERALLY LOCATED WEST OF COUNTY ROAD 44 AND NORTH AND SOUTH OF SENG ROAD, LYING IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE (SWAN CAPITAL).

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for approval of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that;

Section 1.

Based upon the petition of Swan Capital Partners, (Greg Beliveau, LPG Urban & Regional Planners, Inc, Agent) for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description
(See Exhibit A);

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed

territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed here by is assigned to City Commission District 1;

Section 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.

This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of October 2022.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A

LEGAL DESCRIPTION

A PARCEL OF LAND BEING ALL OF LOTS 2, 3, AND 5 AND A PORTION OF LOTS 1 AND 4, BLOCK 28, TOGETHER WITH ALL OF LOTS 8 AND 13 AND A PORTION OF LOTS 7 AND 14, BLOCK 18, TOGETHER WITH A PORTION OF SENG ROAD AND HILL ROAD, CORRECTED PLAT OF SILVER LAKE ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 66-69, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5 RUN N79°42'26"W ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 1,151.97 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5; THENCE RUN N01°02'19"W ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 331.09 FEET TO THE NORTHWEST CORNER OF SAID LOT 5; THENCE RUN N89°40'32"E, A DISTANCE OF 116.19 FEET; THENCE RUN N16°44'51"E, A DISTANCE OF 991.41 FEET; THENCE RUN N73°21'26"W, A DISTANCE OF 126.71 FEET; THENCE RUN N00°01'21"E, A DISTANCE OF 334.09 FEET; THENCE RUN S89°46'35"E, A DISTANCE OF 896.81 FEET; THENCE RUN S71°07'24"E, A DISTANCE OF 528.44 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 44, SAID POINT LYING ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 2,951.05 FEET AND A CENTRAL ANGLE OF 06°52'36"; THENCE RUN THE FOLLOWING FOUR (4) COURSES ALONG SAID WEST RIGHT OF WAY LINE: RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 354.18 FEET (CHORD BEARING = S21°01'48"W, CHORD = 353.97 FEET); THENCE RUN S17°35'30"W, A DISTANCE OF 213.12 FEET; THENCE RUN S72°42'06"E, A DISTANCE OF 17.00 FEET; THENCE RUN S17°35'30"W, A DISTANCE OF 1,200.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 49.00 ACRES, MORE OR LESS.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: July 21, 2022
OWNER: Alexander Cruz & Dania Suarez, Patti Kauffman & Kellie Kennedy
PETITIONER: Swan Capital Partners
PROJECT: CR 44 / Silver Lake Property
REQUEST: Small Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: SSCP 22-173; SPUD-22-174

GENERAL LOCATION: The property is generally located west of County Road 44 and north and south of Seng Road.

FUTURE LAND USE DESIGNATION: Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural Transition
South – Lake County Rural Transition
East – Lake County Urban Low Density
West – Lake County Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County R-1 (Rural Residential)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture)
South – Lake County A (Agriculture)
East – Lake County R-1 (Rural Residential); Lake County R-2 (Estate Residential)
West – Lake County R-1 (Rural Residential)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: One residence and pasture land

SURROUNDING LAND USE:

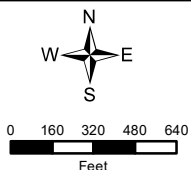
North – Residential; Pasture lands
South – Residential (vacant)
East – Residential subdivision
West – Orange grove

PROPOSED LAND USE: Residential subdivision

Aerial



**Planning
& Zoning
Division**

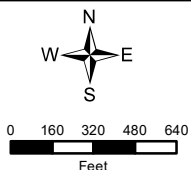


Swan Capital CR 44
CR 44 and Seng Road
AK#: Portion of 3771627; Portion of 1273765; 1273773
Section 16, Township 19 South, Range 25 East
May 25, 2022

Commission District



**Planning
& Zoning
Division**

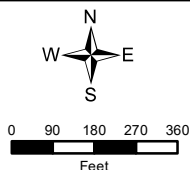


Swan Capital CR 44
CR 44 and Seng Road
AK#: Portion of 3771627; Portion of 1273765; 1273773
Section 16, Township 19 South, Range 25 East
May 25, 2022

Surrounding Land Uses



**Planning
& Zoning
Division**



Swan Capital CR 44
CR 44 and Seng Road
AK#: Portion of 3771627; Portion of 1273765; 1273773
Section 16, Township 19 South, Range 25 East
May 25, 2022

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.5.

Meeting Date: October 24, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 49 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential, for a property generally located west of County Road 44 and north and south of Seng Road, lying in Section 16, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Swan Capital)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comp plan amendment of the City's Future Land Use Map on 49 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential.

Analysis:

The project site is approximately 49 acres. The property is generally located west of County Road 44 and north and south of Seng Road. Currently, the property has one residence and pasture land. The proposed use is for a single-family residential subdivision. The surrounding Future Land Use Map designations of Lake County Rural Transition and Lake County Urban Low Density are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City Estate Residential. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

The Planning Commission held a public hearing on the application on September 8, 2022 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Rural Transition to City of Leesburg Estate Residential; or

2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 49 +/- ACRES FROM LAKE COUNTY RURAL TRANSITION TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 44 AND NORTH AND SOUTH OF SENG ROAD, LYING IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SWAN CAPITAL)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that;

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 49 acres of land generally located west of County Road 44 and north and south of Seng Road from Lake County Rural Transition to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 16, Township 19 South, Range 25 East, Lake County, Florida;

Section 2.

All ordinances or parts of ordinances in conflict the any of the provisions of this ordinance are hereby repealed;

Section 3.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of October 2022.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A

LEGAL DESCRIPTION

A PARCEL OF LAND BEING ALL OF LOTS 2, 3, AND 5 AND A PORTION OF LOTS 1 AND 4, BLOCK 28, TOGETHER WITH ALL OF LOTS 8 AND 13 AND A PORTION OF LOTS 7 AND 14, BLOCK 18, TOGETHER WITH A PORTION OF SENG ROAD AND HILL ROAD, CORRECTED PLAT OF SILVER LAKE ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 66-69, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5 RUN N79°42'26"W ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 1,151.97 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5; THENCE RUN N01°02'19"W ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 331.09 FEET TO THE NORTHWEST CORNER OF SAID LOT 5; THENCE RUN N89°40'32"E, A DISTANCE OF 116.19 FEET; THENCE RUN N16°44'51"E, A DISTANCE OF 991.41 FEET; THENCE RUN N73°21'26"W, A DISTANCE OF 126.71 FEET; THENCE RUN N00°01'21"E, A DISTANCE OF 334.09 FEET; THENCE RUN S89°46'35"E, A DISTANCE OF 896.81 FEET; THENCE RUN S71°07'24"E, A DISTANCE OF 528.44 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 44, SAID POINT LYING ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 2,951.05 FEET AND A CENTRAL ANGLE OF 06°52'36"; THENCE RUN THE FOLLOWING FOUR (4) COURSES ALONG SAID WEST RIGHT OF WAY LINE: RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 354.18 FEET (CHORD BEARING = S21°01'48"W, CHORD = 353.97 FEET); THENCE RUN S17°35'30"W, A DISTANCE OF 213.12 FEET; THENCE RUN S72°42'06"E, A DISTANCE OF 17.00 FEET; THENCE RUN S17°35'30"W, A DISTANCE OF 1,200.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 49.00 ACRES, MORE OR LESS.



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: August 18, 2022
OWNER: Alexander Cruz & Dania Suarez, Patti Kauffman & Kellie Kennedy
PETITIONER: Swan Capital Partners
PROJECT: CR 44 / Silver Lake Property
REQUEST: Small Scale Comprehensive Plan Amendment to Estate Residential
CASE NO.: SSCP 22-173

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of this request for the following reason(s):

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed Future Land Use Designation of Estate Residential is compatible with the current surrounding Future Land Use categories of City of Leesburg Estate Residential, Lake County Rural Transition and Lake County Urban Low Density.
3. The proposed Future Land Use Designation of Estate Residential is compatible with the proposed zoning of PUD (Planned Unit Development), and does not appear to create a detriment to the adjacent zoning districts of Lake County A (Agriculture), Lake County R-1 (Rural Residential) and Lake County R-2 (Estate Residential).
4. The proposed Future Land Use Designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve staff's recommendation to amend the Future Land Use Map for the subject property from Lake County Rural Transition to City of Leesburg Estate Residential and forward to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: June 23, 2022
OWNER: Alexander Cruz & Dania Suarez, Patti Kauffman & Kellie Kennedy
PETITIONER: Swan Capital Partners
PROJECT: CR 44 / Silver Lake Property
REQUEST: Small Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD
(Planned Unit Development)
CASE NO.: SSCP 22-173; PUD-22-174

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 6/17/22

FIRE

In reference to Case Number SSCP 22-173 & SPUD-22-174

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SSCP 22-173 & SPUD-22-174 is outside the recommended four-minute response time for initial responding fire apparatus. Amanda Stevenson 6/16/22

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

ELECTRIC

Electric is ok with this. When this goes through the subdivision review, we will require easements. The property on the back side will need to be refed. Existing easements will need to be vacated. Steve Davis 6/9/22

GAS

Natural gas is available and directed per city ordinance. Thank you, Brandon Smith 6/20/22

GIS

Addressing/GIS has no comment. Mark Medley 6/10/22

BUILDING

No comments received as of 6/17/22

PUBLIC WORKS

Public Works has no issues with this item; however, as an internal note, this project may have impact on an existing water/sewer pioneering agreement. Clifford Kelsey 6/13/22

ADDRESSING

Addressing/GIS has no comment. Mark Medley 6/10/22

ECONOMIC DEVELOPMENT

No comments received as of 6/17/22

LAKE COUNTY PUBLIC WORKS

Lake County Public Works comment letter is attached. Please let me know if you have any questions. Thanks, Seth Lynch 6/17/22

LAKE COUNTY SCHOOLS

The proposed 196 single family unit residential project is subject to school concurrency review. Proportionate share mitigation may be required at time of submittal. I have attached a copy of the Adequate Public Facilities Determination for the project – for your file. Let me know if you have any questions. Helen LaValley 6/16/22

PUBLIC RESPONSES

Approval

no approvals

Disapproval

2 disapprovals 2 with comments

No comment

No comments received as of 6/17/22

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

John A. Ullrich Trustee – More congestion!

Renato Jaber – Cutrale owns and operates the property on the western boundary of the proposed development. The site is permitted by Florida Department of Environmental Protection and Lake County to operate as a Industrial wastewater disposal site and has been since the early eighties. Cutrale believes a residential development is incompatible with the IWW disposal site activities therefore disapproves of the development.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: July 21, 2022
OWNER: Alexander Cruz & Dania Suarez, Patti Kauffman & Kellie Kennedy
PETITIONER: Swan Capital Partners
PROJECT: CR 44 / Silver Lake Property
REQUEST: Small Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: SSCP 22-173; SPUD-22-174

GENERAL LOCATION: The property is generally located west of County Road 44 and north and south of Seng Road.

FUTURE LAND USE DESIGNATION: Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural Transition
South – Lake County Rural Transition
East – Lake County Urban Low Density
West – Lake County Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County R-1 (Rural Residential)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture)
South – Lake County A (Agriculture)
East – Lake County R-1 (Rural Residential); Lake County R-2 (Estate Residential)
West – Lake County R-1 (Rural Residential)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: One residence and pasture land

SURROUNDING LAND USE:

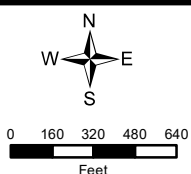
North – Residential; Pasture lands
South – Residential (vacant)
East – Residential subdivision
West – Orange grove

PROPOSED LAND USE: Residential subdivision

Aerial

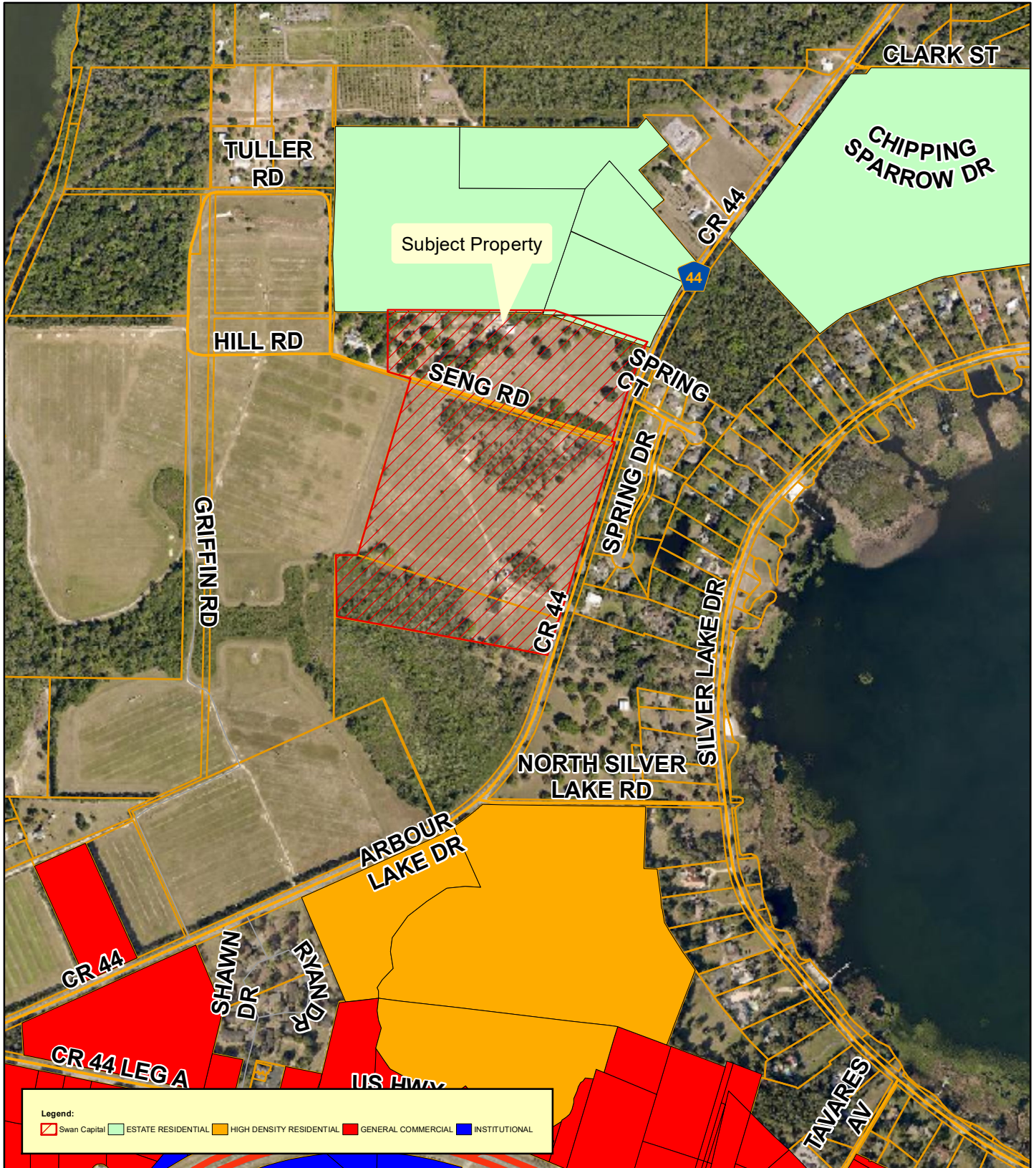


**Planning
& Zoning
Division**

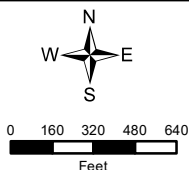


Swan Capital CR 44
CR 44 and Seng Road
AK#: Portion of 3771627; Portion of 1273765; 1273773
Section 16, Township 19 South, Range 25 East
May 25, 2022

Future Land Use

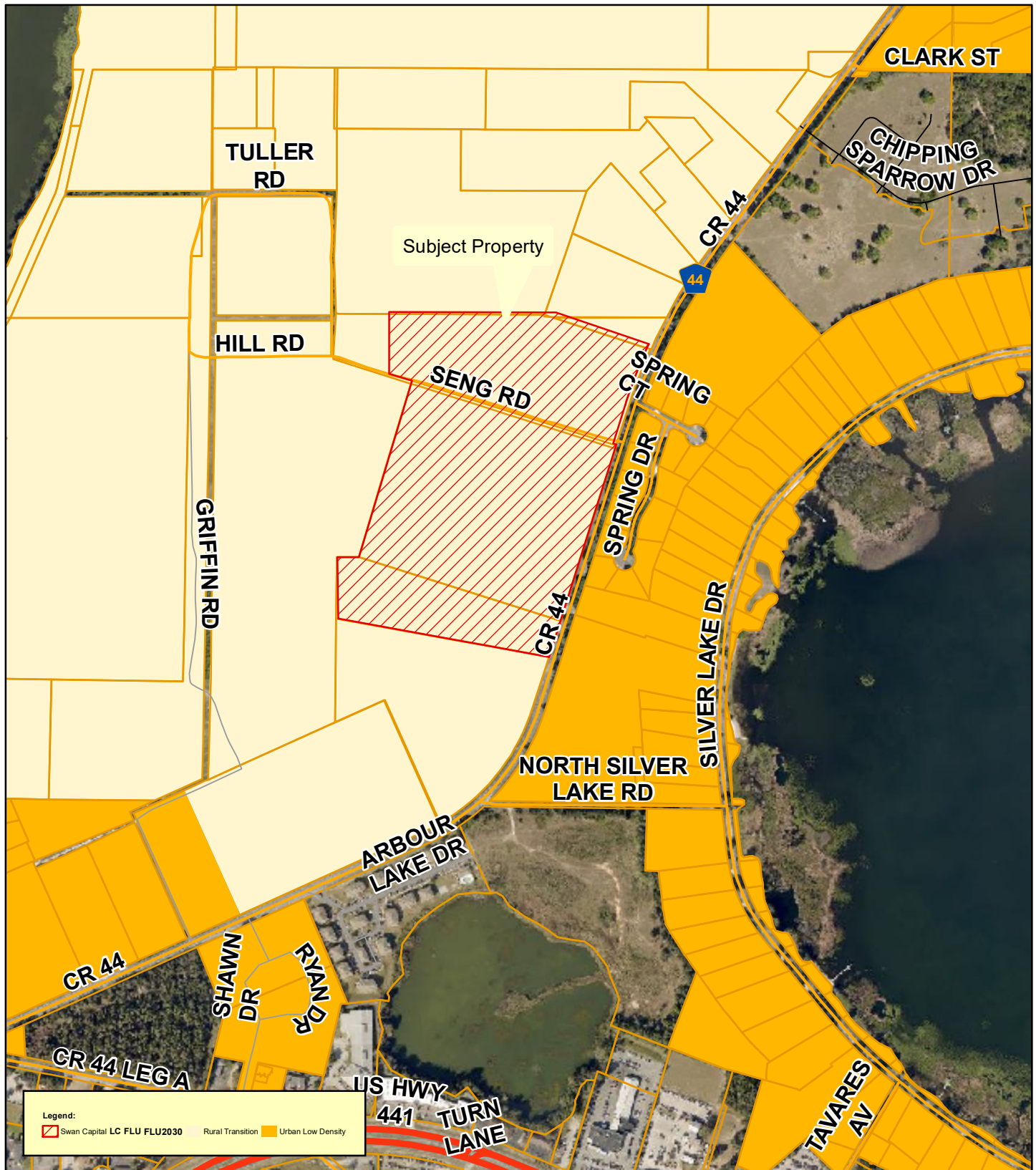


**Planning
& Zoning
Division**

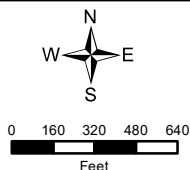


Swan Capital CR 44
CR 44 and Seng Road
AK#: Portion of 3771627; Portion of 1273765; 1273773
Section 16, Township 19 South, Range 25 East
May 25, 2022

Lake County Future Land Use



**Planning
& Zoning
Division**

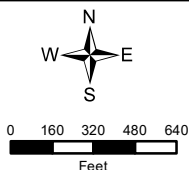


Swan Capital CR 44
CR 44 and Seng Road
AK#: Portion of 3771627; Portion of 1273765; 1273773
Section 16, Township 19 South, Range 25 East
May 25, 2022

PROPOSED Future Land Use



**Planning
& Zoning
Division**

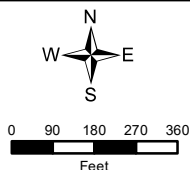


Swan Capital CR 44
 CR 44 and Seng Road
 AK#: Portion of 3771627; Portion of 1273765; 1273773
 Section 16, Township 19 South, Range 25 East
 May 25, 2022

Surrounding Land Uses

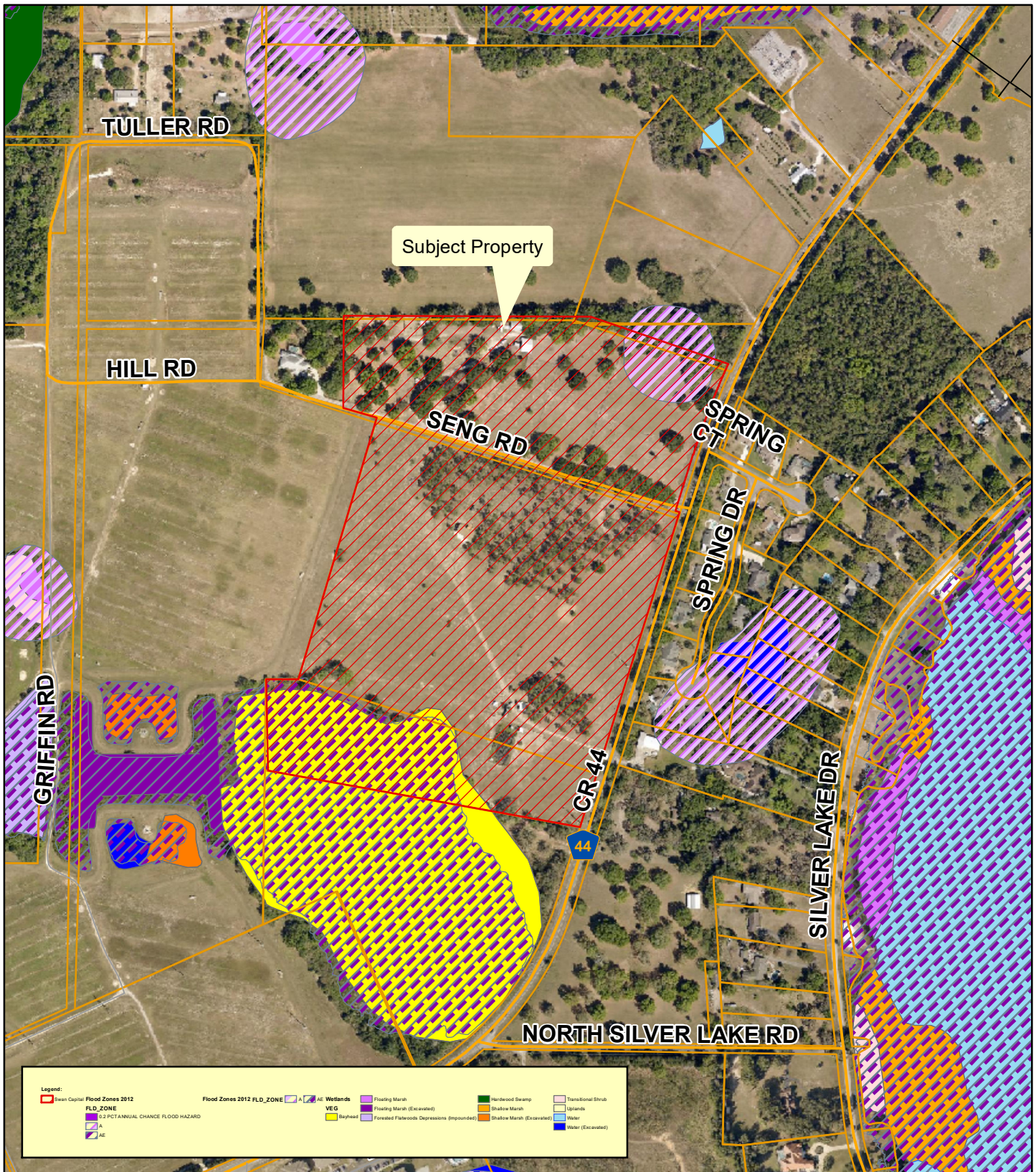


**Planning
& Zoning
Division**

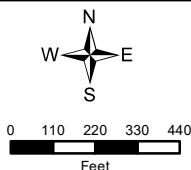


Swan Capital CR 44
CR 44 and Seng Road
AK#: Portion of 3771627; Portion of 1273765; 1273773
Section 16, Township 19 South, Range 25 East
May 25, 2022

Wetlands and Flood Zones



**Planning
& Zoning
Division**



Swan Capital CR 44
CR 44 and Seng Road
AK#: Portion of 3771627; Portion of 1273765; 1273773
Section 16, Township 19 South, Range 25 East
May 25, 2022

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.6.

Meeting Date: October 24, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 49 +/- acres from Lake County R-1 (Rural Residential) to City of Leesburg PUD (Planned Unit Development) to allow a single-family residential development for a property generally located west of County Road 44 and north and south of Seng Road, lying in Section 16, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Swan Capital PUD)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County R-1 (Rural Residential) to City of Leesburg PUD (Planned Unit Development) to allow for single-family residential development.

Analysis:

The project site is approximately 49 +/- acres, and is generally located west of County Road 44 and north and south of Seng Road as shown on the attached maps. At this time, the property has one residence and pasture land. The proposal will allow for a single-family residential development. The existing land uses surrounding the property are residential, pasture lands, vacant residential, and an orange grove. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on September 8, 2022 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to PUD (Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in

the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 49 +/- ACRES FROM LAKE COUNTY R-1 (RURAL RESIDENTIAL) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 44 AND NORTH AND SOUTH OF SENG ROAD, LYING IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SWAN CAPITAL PUD)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.

Based upon the petition of Swan Capital Partners, **(Greg Beliveau, LPG Urban & Regional Planners, Inc, Agent)** petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County R-1 (Rural Residential) to City of Leesburg PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 24th day of October 2022.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A

LEGAL DESCRIPTION

A PARCEL OF LAND BEING ALL OF LOTS 2, 3, AND 5 AND A PORTION OF LOTS 1 AND 4, BLOCK 28, TOGETHER WITH ALL OF LOTS 8 AND 13 AND A PORTION OF LOTS 7 AND 14, BLOCK 18, TOGETHER WITH A PORTION OF SENG ROAD AND HILL ROAD, CORRECTED PLAT OF SILVER LAKE ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 66-69, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5 RUN N79°42'26"W ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 1,151.97 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5; THENCE RUN N01°02'19"W ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 331.09 FEET TO THE NORTHWEST CORNER OF SAID LOT 5; THENCE RUN N89°40'32"E, A DISTANCE OF 116.19 FEET; THENCE RUN N16°44'51"E, A DISTANCE OF 991.41 FEET; THENCE RUN N73°21'26"W, A DISTANCE OF 126.71 FEET; THENCE RUN N00°01'21"E, A DISTANCE OF 334.09 FEET; THENCE RUN S89°46'35"E, A DISTANCE OF 896.81 FEET; THENCE RUN S71°07'24"E, A DISTANCE OF 528.44 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 44, SAID POINT LYING ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 2,951.05 FEET AND A CENTRAL ANGLE OF 06°52'36"; THENCE RUN THE FOLLOWING FOUR (4) COURSES ALONG SAID WEST RIGHT OF WAY LINE: RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 354.18 FEET (CHORD BEARING = S21°01'48"W, CHORD = 353.97 FEET); THENCE RUN S17°35'30"W, A DISTANCE OF 213.12 FEET; THENCE RUN S72°42'06"E, A DISTANCE OF 17.00 FEET; THENCE RUN S17°35'30"W, A DISTANCE OF 1,200.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 49.00 ACRES, MORE OR LESS.

**CR 44 SILVER LAKE PROPERTY (SWAN CAPITAL)
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)**

August 18, 2022

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Swann Capital Partners, LLC, 1600 East 8th Avenue, Suite A200, Tampa, Florida, 33605** as **“Permittee” (Greg Beliveau, AICP, LPG Urban and Regional Planners, Inc., 1162 Camp Avenue, Mt. Dora, Florida, 32757 - Agent)** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 “Zoning”, Section 25-278 “Planned Unit Development” of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of approximately 49 acres containing a maximum of either 162 single family units (Concept A); or a maximum of 135 detached single-family residential units and a maximum of 60 attached single-family units (Concept B), on a site generally located west of County Road 44 and north and south of Seng Road, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Swann Capital Partners, LLC, 1600 East 8th Avenue, Suite A200, Tampa, Florida, 33605** as **“Permittee” (Greg Beliveau, AICP, LPG Urban and Regional Planners, Inc., 1162 Camp Avenue, Mt. Dora, Florida, 32757 - Agent)** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. LEGAL DESCRIPTION

See attached **Exhibit B, Legal Description.**

3. LAND USE

The above-described property, containing approximately 49 acres, shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Detached single family residential units (Concept A and B)
2. Attached single family units (Townhouses, Concept B)
3. Accessory structures for residential uses
4. Sales office in a single-family unit
5. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
6. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses

1. Multi-family units (Apartments)
2. Commercial uses (as a primary use)
3. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

The property shall be developed under the following standards

- A. The project shall contain a maximum of 162 detached single-family residential units at a gross density not to exceed 3.3 units per acre on the approximately 49-acre site.
- B. A mix of lot sizes is required as shown below. All lots shall be equal to or larger than the required minimums. The developer has the flexibility to exchange 20% of the single family detached lot sizes as long as the overall approved density for Concept A does not respectively exceed 3.3 dwelling units per acre.
- C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.
- D. The minimum lot development standards shall be:
 1. For 50-foot lots:
 - a. No more than 60 lots shall have a minimum lot width of fifty (50) feet.

- b. Minimum house size: 1,500 square feet under roof.
- c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
- d. Minimum lot size shall be 5,500 square feet.
- e. Minimum lot width 50 feet
- f. Minimum lot depth 110 feet
- g. Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 18 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.

2. For 60-foot lots:

- a. No less than 102 lots shall have a minimum lot width of sixty (60) feet.
- b. Minimum house size: 1,700 square feet under roof.
- c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
- d. Minimum lot size shall be 6,600 square feet.
- e. Minimum width 60 feet
- f. Minimum depth 110 feet
- g. Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 18 feet;
 - Side – 7.5 feet;
 - Corner Side – 15 feet.

3. For all structures:

- a. Each single family detached residential structure shall have a minimum two car garage.
- b. Each single family attached residential structure shall have a minimum one car garage
- c. Each single family detached lot of less than sixty (60) feet in width shall have gutters constructed on the primary structure to direct stormwater away from the foundation. All single family attached structures shall have gutters constructed on the primary structure to direct stormwater away from the foundation.
- d. Minimum distance between structures shall be as noted in in Section B *Development Standards* contained herein; as measured from building wall to building wall.
- e. Roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
- f. Maximum building height: two (2) stories or 35 feet.

- g. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
 - h. Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.
 - i. Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”
 - j. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.
- E. Spray Field Notice to Subsequent Buyers – Each contract for sale of property within this development shall have a clause noting the adjacent spray field (industrial) use, as shown in Exhibit F attached hereto.

5. DESIGN/ARCHITECTURAL STANDARDS

- A. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.
 - 1. Dormers
 - 2. Gables
 - 3. Recessed or raised entries
 - 4. Covered porch entries
 - 5. Cupolas
 - 6. Pillars or decorative posts
 - 7. Bay window (minimum 12-inch projections)
 - 8. Eaves (minimum 6-inch projections)
 - 9. Front windows with arched glass tops and minimum 4-inch trim.
 - 10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
 - 11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
 - 12. Stone accents
 - 13. Shutters
 - 14. Board and batten siding
 - 15. Hardy board siding
 - 16. Raised banding
 - 17. Craftsman style garage doors
- B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:

1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.
 4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Director or designee for compliance prior at time of site plan review.
- C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Manager or designee.
- D. The architectural styles and facades shown in **Exhibit D, Building Elevations** herein are considered conceptual.
- E. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as Exhibit E, attached hereto.

6. **OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS**

- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.
- B. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the entire boundary of the property. This landscape buffer shall be separate from all other platted lots, shall not be part of individually platted lots, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association.
- C. Each platted single-family residential lot of record shall contain a minimum of one canopy tree, located within in the front yard, selected from the list of trees within the City of Leesburg Code of Ordinances, *Section 25-328 Table 1, Canopy Trees*, plus at least one other tree, located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.
- D. A spilt-rail fence, of either wood or vinyl/synthetic construction, shall be installed around the entire perimeter of the property. This fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property

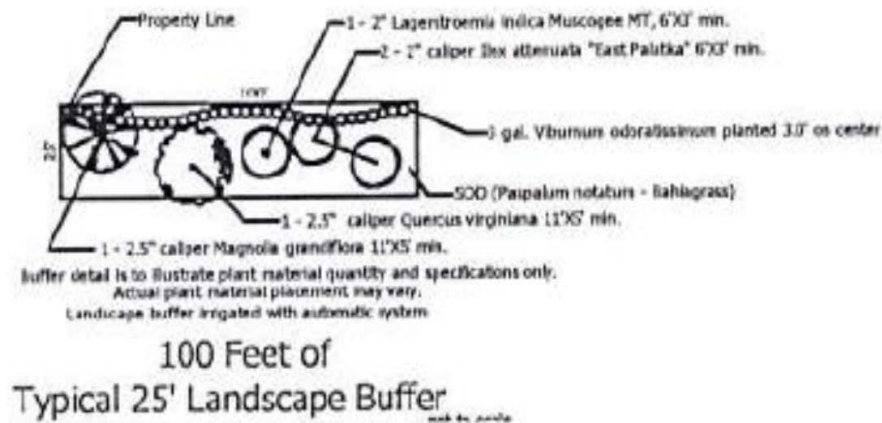
Owners or Homeowners Association. A solid six-foot fence of PVC or other synthetic material, shall be allowed as an option to the split-rail fence.

- E. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
- F. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



- G. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Manager or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including

consideration of existing fencing on adjacent properties and existing natural vegetative buffers.

- H. The surveying of trees on the property shall be conducted as follows:
 - 1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
 - 2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
 - 3. The tree survey shall be completed by a licensed surveyor.

7. SITE ACCESS AND SIGNAGE

- A. The main vehicular access to the project site shall consist of at least one primary access point on State Road 44, as prescribed by Lake County Public Works, and/or FDOT as applicable, and shown on the Master Development Plan - Exhibit C, as amended. All access points are conceptual and subject to Lake County review. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.
- B. The main access point on State Road 44 shall be constructed as a “boulevard-type” roadway, having a landscaped median area of at least eight (8) feet in width, and designed to allow emergency access vehicles room to maneuver. This entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.
 - 1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works.
 - 2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 - 3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- C. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible

for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.

- D. Each required access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.
- E. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.
- F. Roadway interconnectivity shall be provided as shown on the Conceptual Site Plan – Exhibit C, as needed, to allow for connection points between this development and future development of adjacent properties.

8. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths etc.
- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary legally required Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.
- G. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.

1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.
 2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable.
- H. Sidewalks shall be provided on both sides of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the development as required by the City of Leesburg Code of Ordinances as amended.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
- D. The existing 100-year flood plain on the property shall be shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - 1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
 - 2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management

District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.

- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the

subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall be provided at a rate of 200 square feet per residential unit, and shall consist of not less than 39,000 square feet (0.9 acres).
- B. Recreational requirements shall include at least one primary active recreation area. Recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo, swimming pool, clubhouse or other amenities as reviewed and approved by staff. The primary recreational facility shall be constructed in conjunction with, and completed no later than the receipt of Certificate of Occupancy of 50% of the approved maximum number of residential units.
- C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.
- D. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:
 - 1. Trails, playgrounds, basketball, tennis, handball courts, etc.
 - 2. Community swimming pool, including the deck area surrounding such pools.
 - 3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
 - 4. Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

14. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. Implementation of the project shall substantially commence one-hundred twenty (120) months after approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.
- C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

16. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be

binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

- F. In the case of any conflict with the site plans attached hereto and this document, this document shall prevail as the determining requirement.

17. LEVELS OF SERVICE

A. Levels of Service

1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid waste. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

- i. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

- C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

1. There are no previous commitments of any existing or planned excess capacity for this property.

E. Ability to Provide Services

1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B

LEGAL DESCRIPTION (from Conceptual Site Plan)

LEGAL DESCRIPTION

A PARCEL OF LAND BEING ALL OF LOTS 2, 3, AND 5 AND A PORTION OF LOTS 1 AND 4, BLOCK 28, TOGETHER WITH ALL OF LOTS 8 AND 13 AND A PORTION OF LOTS 7 AND 14, BLOCK 18, TOGETHER WITH A PORTION OF SENG ROAD AND HILL ROAD, CORRECTED PLAT OF SILVER LAKE ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 66-69, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5 RUN N79°42'26"W ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 1,151.97 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5; THENCE RUN N01°02'19"W ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 331.09 FEET TO THE NORTHWEST CORNER OF SAID LOT 5; THENCE RUN N89°40'32"E, A DISTANCE OF 116.19 FEET; THENCE RUN N16°44'51"E, A DISTANCE OF 991.41 FEET; THENCE RUN N73°21'26"W, A DISTANCE OF 126.71 FEET; THENCE RUN N00°01'21"E, A DISTANCE OF 334.09 FEET; THENCE RUN S89°46'35"E, A DISTANCE OF 896.81 FEET; THENCE RUN S71°07'24"E, A DISTANCE OF 528.44 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 44, SAID POINT LYING ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 2,951.05 FEET AND A CENTRAL ANGLE OF 08°52'36"; THENCE RUN THE FOLLOWING FOUR (4) COURSES ALONG SAID WEST RIGHT OF WAY LINE: RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 354.18 FEET (CHORD BEARING = S21°01'48"W, CHORD = 353.97 FEET); THENCE RUN S17°35'30"W, A DISTANCE OF 213.12 FEET; THENCE RUN S72°42'06"E, A DISTANCE OF 17.00 FEET; THENCE RUN S17°35'30"W, A DISTANCE OF 1,200.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 49.00 ACRES, MORE OR LESS.

EXHIBIT C

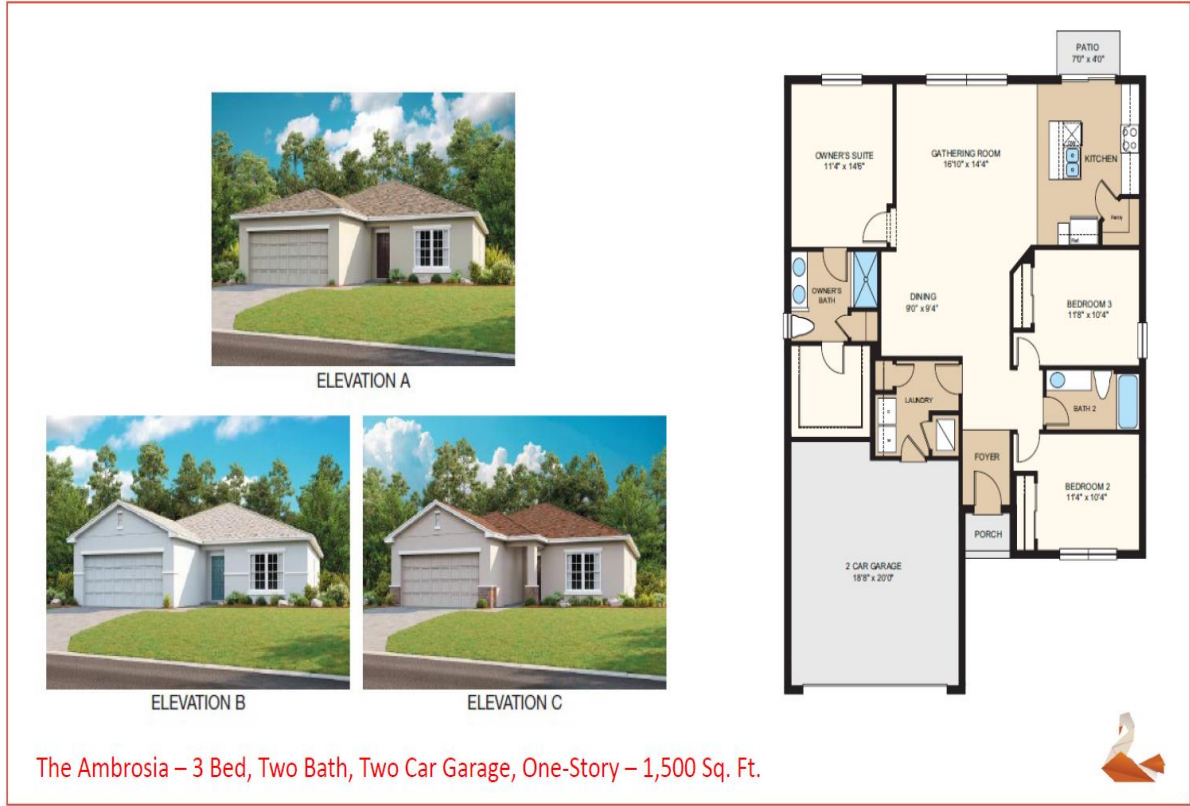
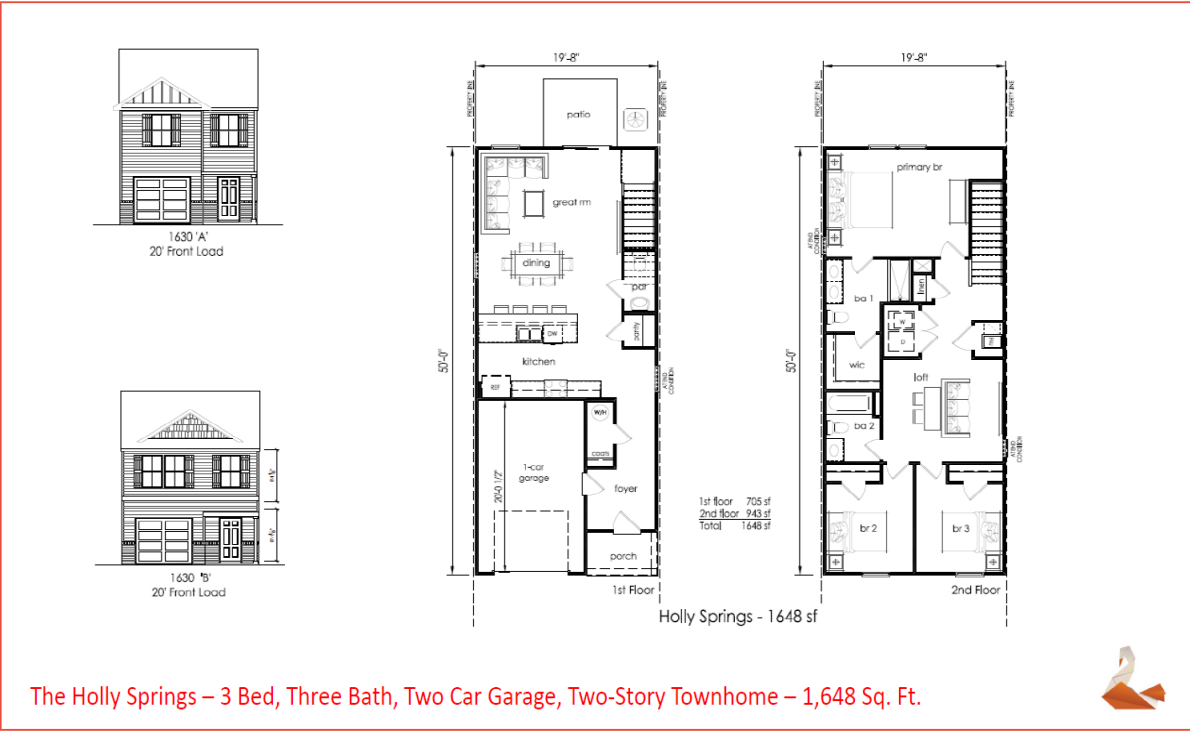
(to be revised to meet PUD standards as needed)

CONCEPTUAL SITE PLAN



EXHIBIT D

FAÇADE SAMPLES





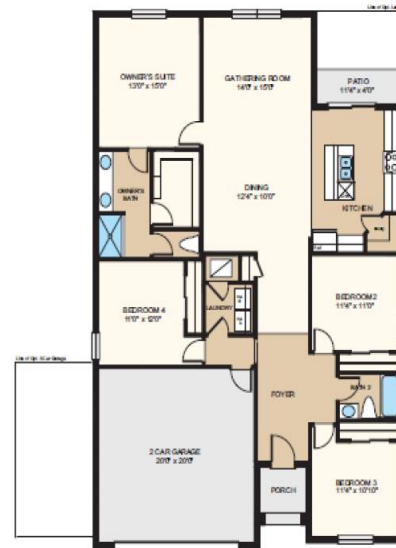
ELEVATION A



ELEVATION B



ELEVATION C



FIRST FLOOR

The Cypress – 4 Bed, Two Bath, Two Car Garage, One-Story – 1,848 Sq. Ft.



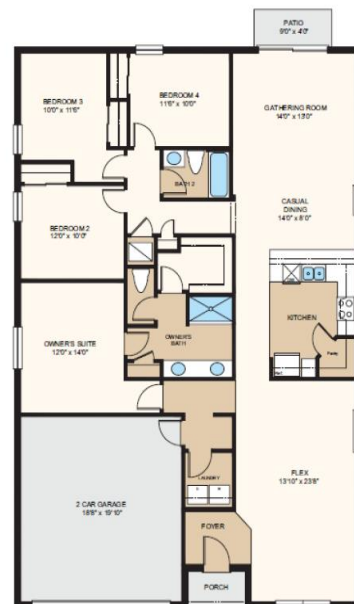
ELEVATION A



ELEVATION B

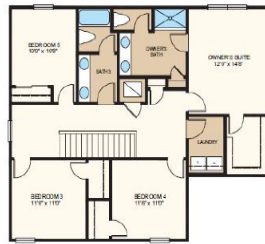
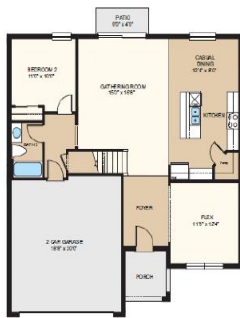


ELEVATION C



The Seneca – 4 Bed, Two Bath, Two Car Garage, One-Story – 1,974 Sq. Ft.





ELEVATION A



Optional 3 Car Garage

FIRST FLOOR



ELEVATION B



ELEVATION C

The Azalea – 5 Bed, Three Bath, Two Car Garage, Two-Story – 2,287 Sq. Ft.



TYPICAL DARK SKY LIGHTING FIXTURES



EXHIBIT F

NOTICE OF INDUSTRIAL USE

This notice is provided to declare that the Swan Silver Lake subdivision, as described herein, and generally located west of County Road 44 and north and south of Seng Road, in Section 16, Township 19 South, Range 24 East as shown in the Public Records of Lake County, Florida, does lie adjacent to property currently planned, developed and used for industrial purposes. Purchasers of property within this subdivision do hereby accept and understand that said adjacent property shall continue to be used for industrial purposes and uses, and that said uses shall can create dust, noise and vibration in daily use. A copy of this NOTICE OF ADJACENT INDUSTRIAL USE, shall accompany all present and future sales for the Windy Oaks Development.

_____/_____
Property Purchaser/Date
Swan Silver Lake Subdivision
Section 16 Twp 19 Sout Rge 24 East
Leesburg, Florida

Owner:
Kauffman Patti A
PO Box 895127
Leesburg, FL 34789

Petitioner:
Swan Capital Partners, LLC
1600 East 8th Avenue, Suite A200
Tampa, FL 33605

Applicant:
LPG Urban and Regional
Planners, Inc.
c/o Greg Bellevue
1162 Camp Avenue
Mount Dora, Florida 32757
(352)-385-1940



Location

Notes:
Total Acreage: 49+- Acres (2,134,440 sf)
Wetlands: 4.68+- Acres (261,360 sf)
Developable Acreage: 44.32+- Acres (1,930,779 sf)
Zoning of Parcel: L.C. R-1, L.C. A
Proposed Zoning: Leesburg PUD
FLU of Parcel: L.C. Rural Transition
Proposed FLU: Leesburg Estate Density
Proposed Density: 3.3 Units/Acre
Total Units: 162

Open Space Required: 14.7 Acres (30%)
Open Space Provided: Open - 4.13 ac, Wetlands - 4.68 ac,
Buffers - 3.34 ac, Parks - 73 ac, WRA 4.13 ac,
Total Open Space: 17.01 (35%)
Max ISR: 65%
Proposed ISR: 29%
Buffers:

North - 25' Landscape Buffer
South - 25' Landscape Buffer, Natural Wetlands
East - 25' Landscape Buffer
West - 25' Landscape Buffer

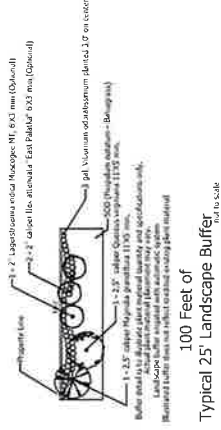
Seng Road will be improved to meet minimum roadway standards.

Typical SF Setbacks 50's:
Front - 25'
Side - 5'
Rear - 15'
Accessory Structures 5' Side/Rear

Typical SF Setbacks 60's:
Front - 25'
Side - 7.5'
Rear - 15'
Accessory Structures 5' Side/Rear

Maximum allowable building height 35/2 Story
Perimeter Property Boundary Setbacks: 25'
Utilities, water, sewer and fire protection will be
provided by City of Leesburg.
Stormwater management will be through a system
of swales and retention ponds as required.
Existing vegetation to be utilized in landscape buffers
wherever possible.

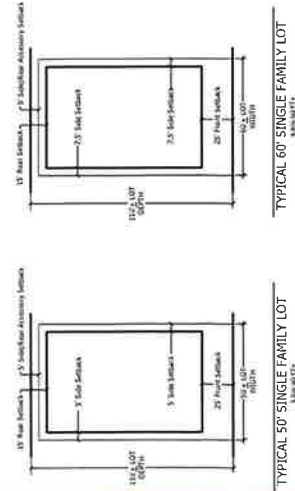
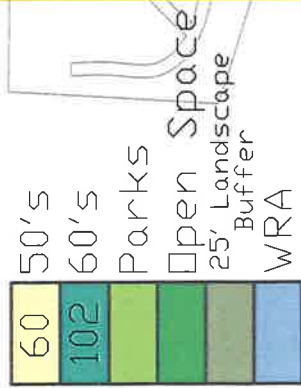
*This plan is conceptual in nature and is subject
to change due to engineering and other influences.



100 Feet of
Typical 25' Landscape Buffer
Not to Scale

A PORTION OF LAND BEING ALL OR PART OF LOT 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

LEGEND



Zoning: L.C. R-1
FLU: L.C. Rural Transition

25' Landscape Buffer

WRA

25' Landscape Buffer

WRA

25' Landscape Buffer

WRA

25' Landscape Buffer

WRA

25' Landscape Buffer

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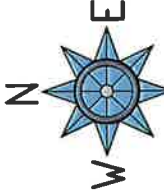
25' Landscape Buffer

WRA

25' Landscape Buffer

WRA

25' Landscape Buffer



Scale: 1:100

Swan Capital
Morningside
Concept Option A

Lake County, FL



Urban & Regional Planners, Inc.
1162 CAMP AVENUE - MT. DORA, FL 32757
(352)385-1940 / FAX (352)383-4824
PROJ.: 1956-1
Date: July 11th, 2022

CITY OF LEESBURG

JUL 27 2022

RECEIVED



Conceptual Product Line-Up for TH & 50 Footers

1,500 Sq. Ft. – 2,287 Sq. Ft.

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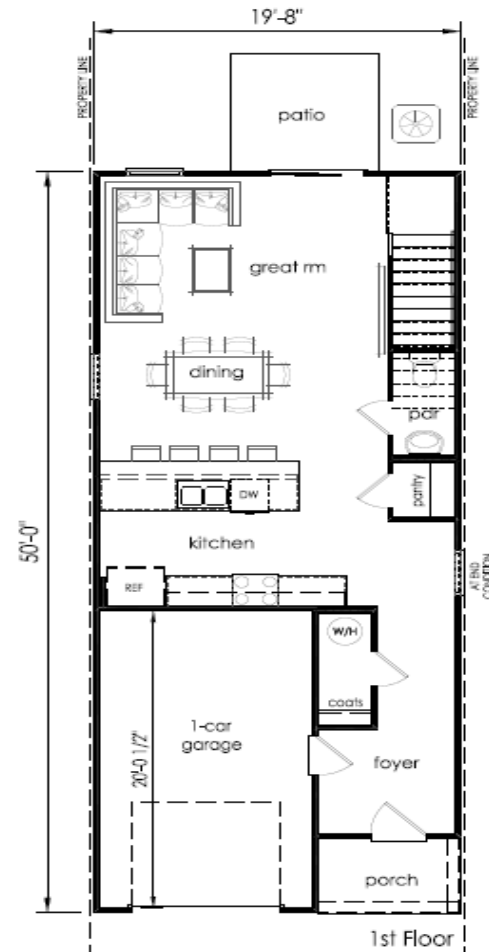




1630 'A'
20' Front Load

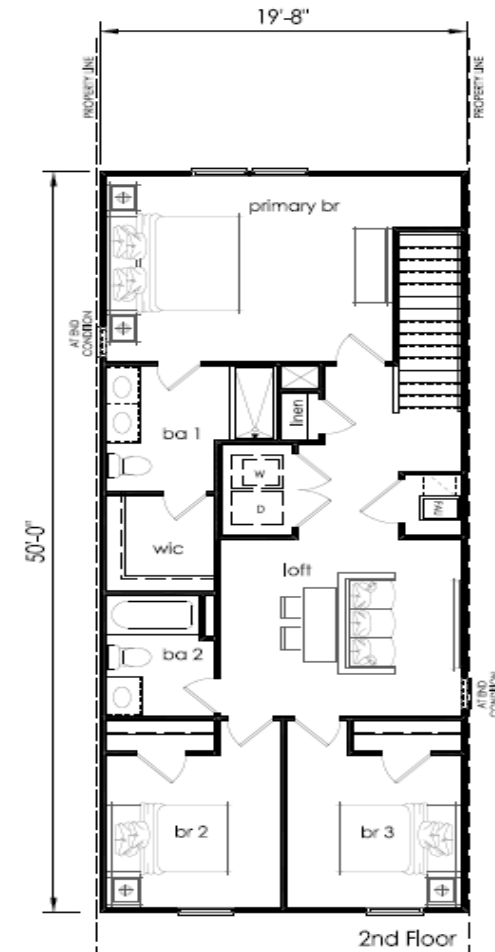


1630 'B'
20' Front Load



1st floor	705 sf
2nd floor	943 sf
Total	1648 sf

Holly Springs - 1648 sf



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The Holly Springs – 3 Bed, Three Bath, Two Car Garage, Two-Story Townhome – 1,648 Sq. Ft.



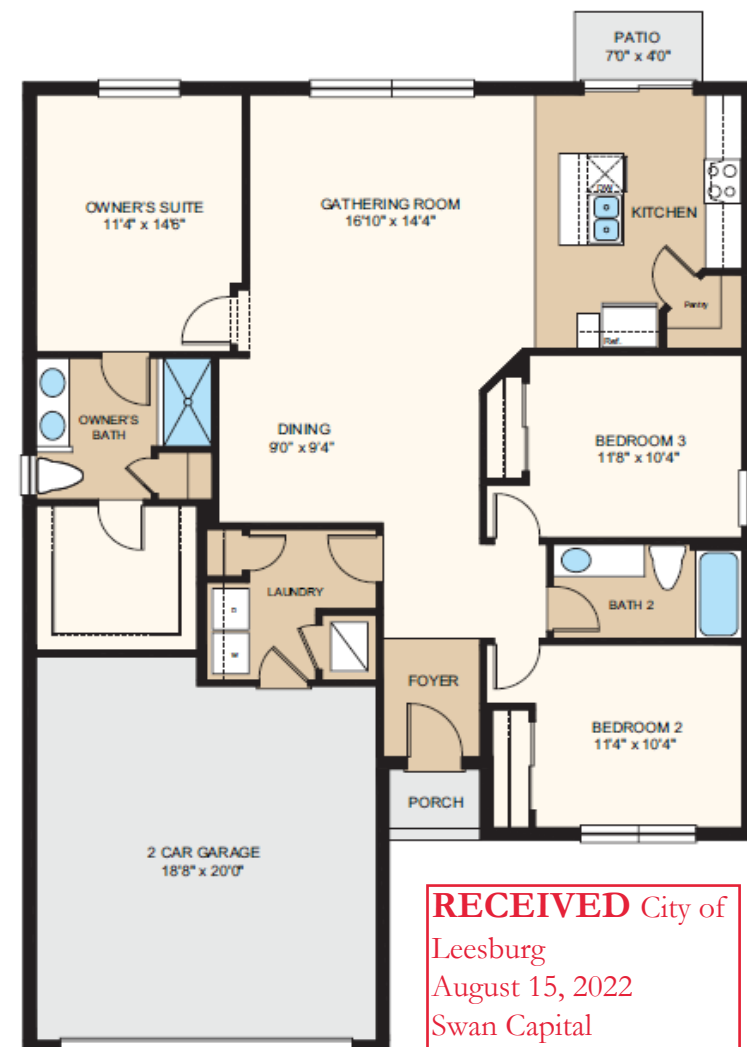
ELEVATION A



ELEVATION B



ELEVATION C



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The Ambrosia – 3 Bed, Two Bath, Two Car Garage, One-Story – 1,500 Sq. Ft.





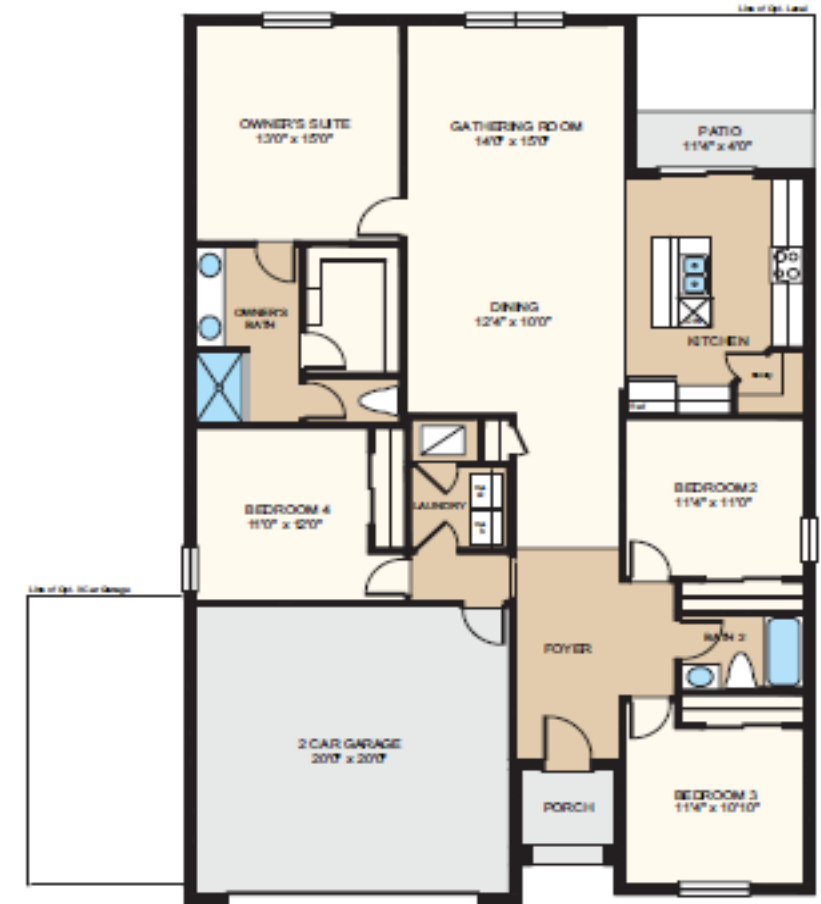
ELEVATION A



ELEVATION B



ELEVATION C



FIRST FLOOR

The Cypress – 4 Bed, Two Bath, Two Car Garage, One-Story – 1,848 Sq. Ft.

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August 15, 2022
Swan Capital



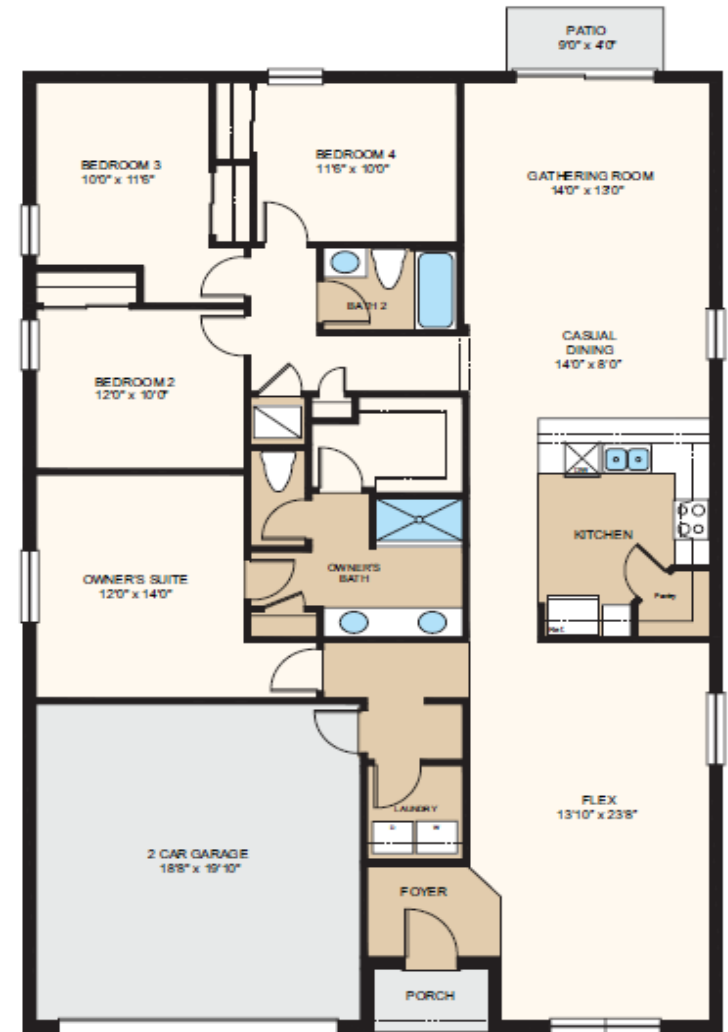
ELEVATION A



ELEVATION B



ELEVATION C



The Seneca – 4 Bed, Two Bath, Two Car Garage, One-Story – 1,974 Sq. Ft.





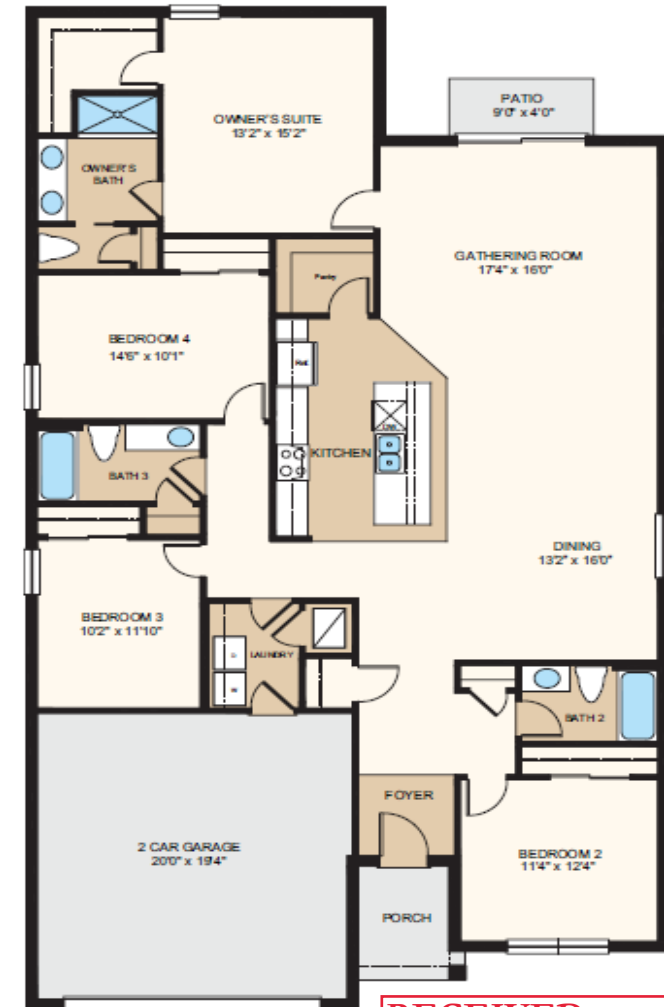
ELEVATION A



ELEVATION B



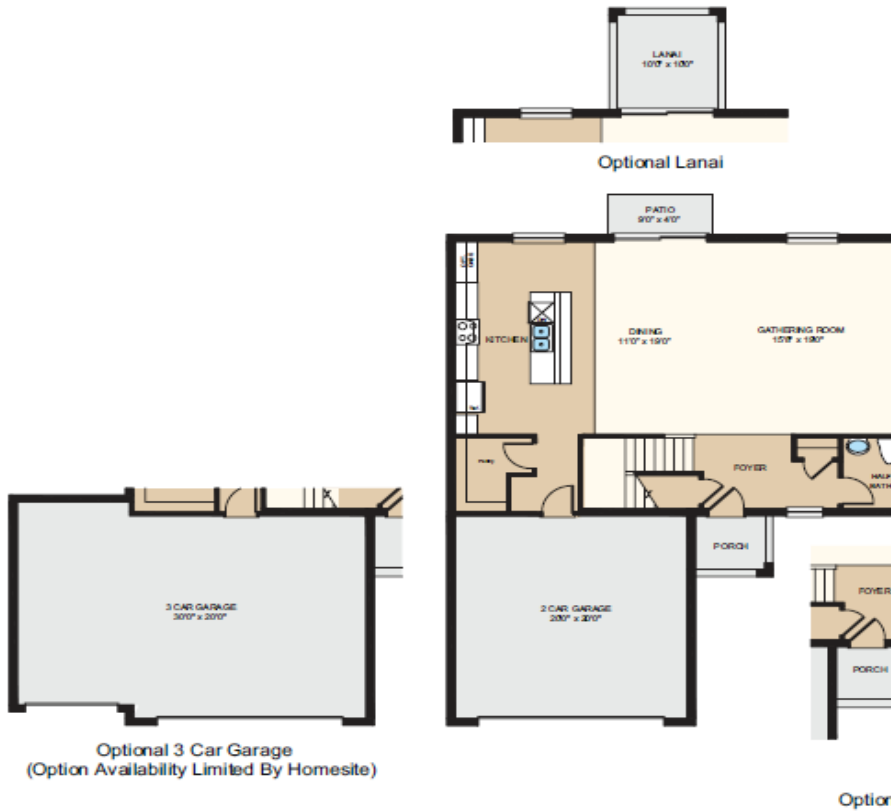
ELEVATION C



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The Magnolia – 4 Bed, Three Bath, Two Car Garage, One-Story – 2,106 Sq. Ft.



ELEVATION A



ELEVATION B

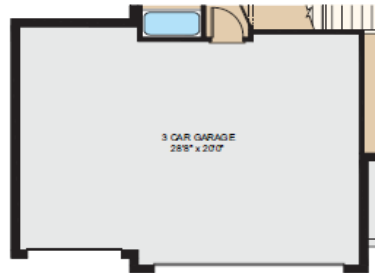
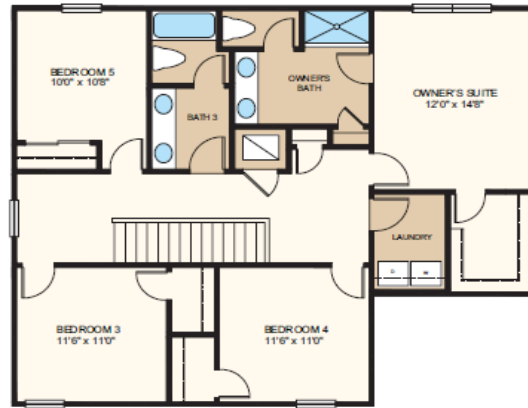
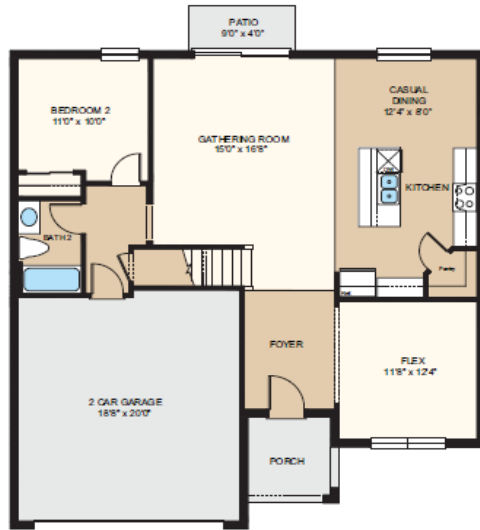


ELEVATION C

The Redbud – 4 Bed, Three Bath, Two Car Garage, Two-Story – 2,143 Sq. Ft.

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Swan Capital





Optional 3 Car Garage

FIRST FLOOR



ELEVATION A



ELEVATION B



ELEVATION C

The Azalea – 5 Bed, Three Bath, Two Car Garage, Two-Story – 2,287 Sq. Ft.

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Leesburg
August 15, 2022
Swan Capital





**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: August 18, 2022
OWNER: Alexander Cruz & Dania Suarez, Patti Kauffman & Kellie Kennedy
PETITIONER: Swan Capital Partners
PROJECT: CR 44 / Silver Lake Property
REQUEST: PUD (Planned Unit Development)
CASE NO.: PUD-22-174

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of this request for the following reason(s):

1. The proposed request is compatible with the current surrounding zoning districts of Lake County A (Agriculture), Lake County R-1 (Rural Residential) and Lake County R-2 (Estate Residential). As conditioned, the proposed use does not appear to be detrimental to surrounding properties.
2. The proposed zoning district of SPUD (Small Planned Unit Development) as conditioned and shown in the attached "Exhibit A" is compatible with the existing City Future Land Use designation of Estate Residential.
3. The rezoning of the subject properties is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, and Objective 1.6.

Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from Lake County A (Agriculture) and Lake County R-1 (Rural Residential) to City of Leesburg PUD (Planned Unit Development) and forward the recommendation to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: July 21, 2022
OWNER: Alexander Cruz & Dania Suarez, Patti Kauffman & Kellie Kennedy
PETITIONER: Swan Capital Partners
PROJECT: CR 44 / Silver Lake Property
REQUEST: Small Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: SSCP 22-173; SPUD-22-174

GENERAL LOCATION: The property is generally located west of County Road 44 and north and south of Seng Road.

FUTURE LAND USE DESIGNATION: Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural Transition
South – Lake County Rural Transition
East – Lake County Urban Low Density
West – Lake County Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County R-1 (Rural Residential)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture)
South – Lake County A (Agriculture)
East – Lake County R-1 (Rural Residential); Lake County R-2 (Estate Residential)
West – Lake County R-1 (Rural Residential)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: One residence and pasture land

SURROUNDING LAND USE:

North – Residential; Pasture lands
South – Residential (vacant)
East – Residential subdivision
West – Orange grove

PROPOSED LAND USE: Residential subdivision

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: June 23, 2022
OWNER: Alexander Cruz & Dania Suarez, Patti Kauffman & Kellie Kennedy
PETITIONER: Swan Capital Partners
PROJECT: CR 44 / Silver Lake Property
REQUEST: Small Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: SSCP 22-173; PUD-22-174

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 6/17/22

FIRE

In reference to Case Number SSCP 22-173 & SPUD-22-174

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SSCP 22-173 & SPUD-22-174 is outside the recommended four-minute response time for initial responding fire apparatus. Amanda Stevenson 6/16/22

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

ELECTRIC

Electric is ok with this. When this goes through the subdivision review, we will require easements. The property on the back side will need to be refed. Existing easements will need to be vacated. Steve Davis 6/9/22

GAS

Natural gas is available and directed per city ordinance. Thank you, Brandon Smith 6/20/22

GIS

Addressing/GIS has no comment. Mark Medley 6/10/22

BUILDING

No comments received as of 6/17/22

PUBLIC WORKS

Public Works has no issues with this item; however, as an internal note, this project may have impact on an existing water/sewer pioneering agreement. Clifford Kelsey 6/13/22

ADDRESSING

Addressing/GIS has no comment. Mark Medley 6/10/22

ECONOMIC DEVELOPMENT

No comments received as of 6/17/22

LAKE COUNTY PUBLIC WORKS

Lake County Public Works comment letter is attached. Please let me know if you have any questions. Thanks, Seth Lynch 6/17/22

LAKE COUNTY SCHOOLS

The proposed 196 single family unit residential project is subject to school concurrency review. Proportionate share mitigation may be required at time of submittal. I have attached a copy of the Adequate Public Facilities Determination for the project – for your file. Let me know if you have any questions. Helen LaValley 6/16/22

PUBLIC RESPONSES

Approval

no approvals

Disapproval

2 disapprovals 2 with comments

No comment

No comments received as of 6/17/22

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

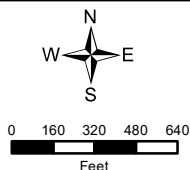
John A. Ullrich Trustee – More congestion!

Renato Jaber – Cutrale owns and operates the property on the western boundary of the proposed development. The site is permitted by Florida Department of Environmental Protection and Lake County to operate as a Industrial wastewater disposal site and has been since the early eighties. Cutrale believes a residential development is incompatible with the IWW disposal site activities therefore disapproves of the development.

Aerial

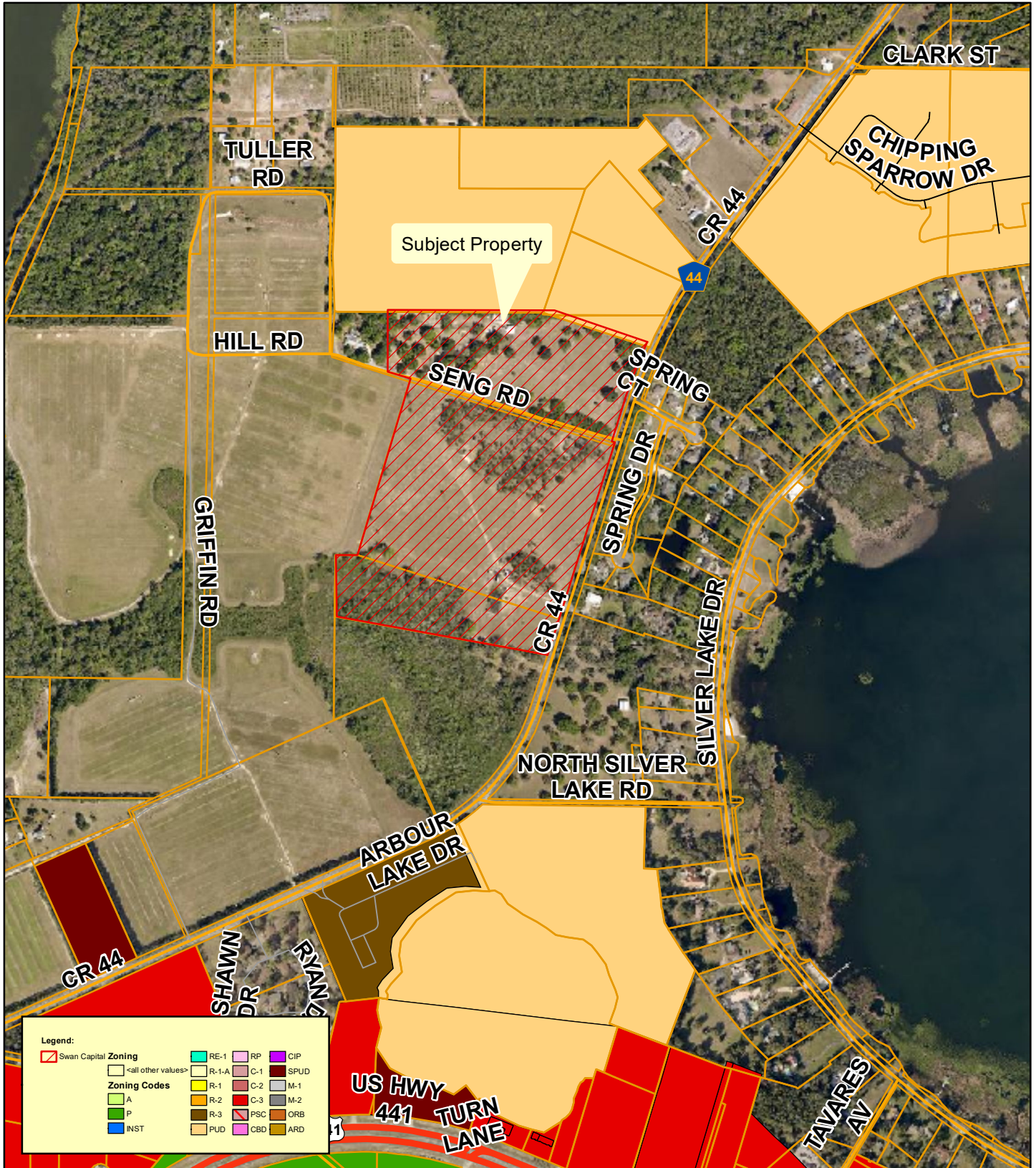


**Planning
& Zoning
Division**

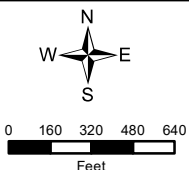


Swan Capital CR 44
CR 44 and Seng Road
AK#: Portion of 3771627; Portion of 1273765; 1273773
Section 16, Township 19 South, Range 25 East
May 25, 2022

Zoning

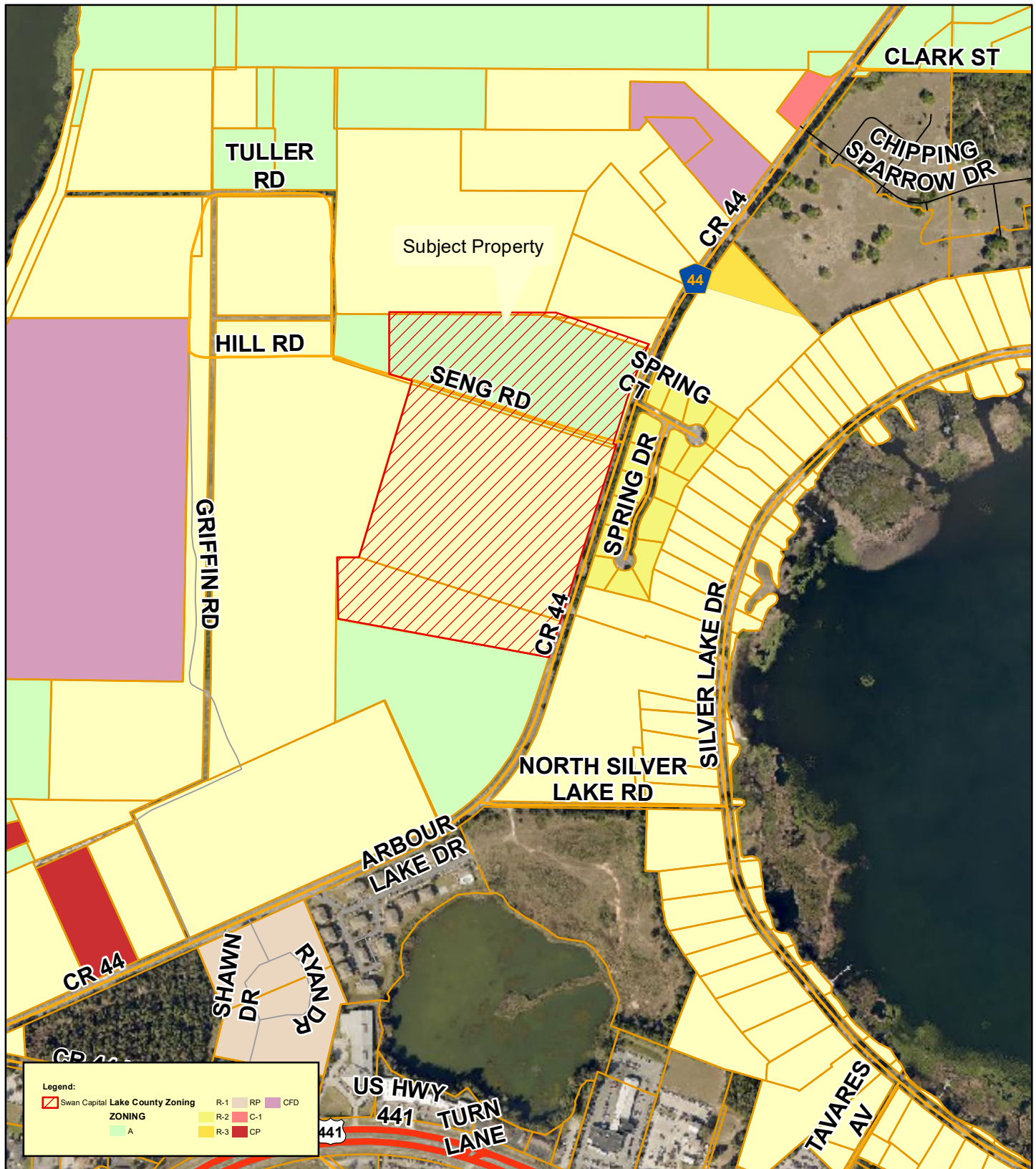


**Planning
& Zoning
Division**

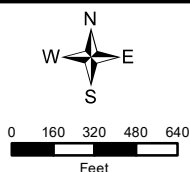


Swan Capital CR 44
CR 44 and Seng Road
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Section 16, Township 19 South, Range 25 East
May 25, 2022

Lake County Zoning

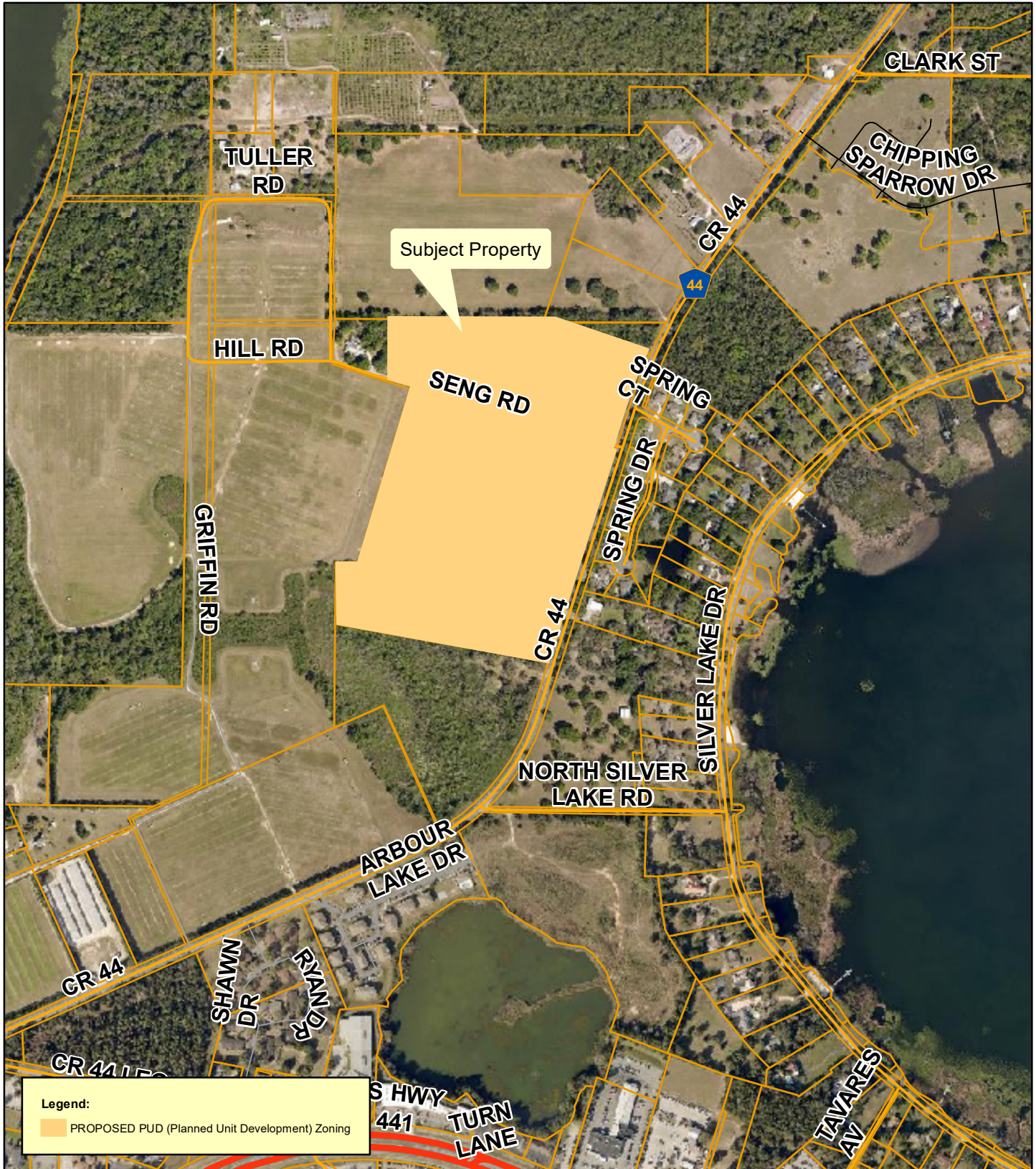


Planning & Zoning Division

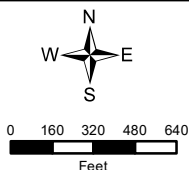


Swan Capital CR 44
CR 44 and Seng Road
AK#: Portion of 3771627; Portion of 1273765; 1273773
Section 16, Township 19 South, Range 25 East
May 25, 2022

PROPOSED Zoning



**Planning
& Zoning
Division**

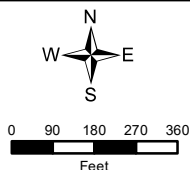


Swan Capital CR 44
CR 44 and Seng Road
AK#: Portion of 3771627; Portion of 1273765; 1273773
Section 16, Township 19 South, Range 25 East
May 25, 2022

Surrounding Land Uses

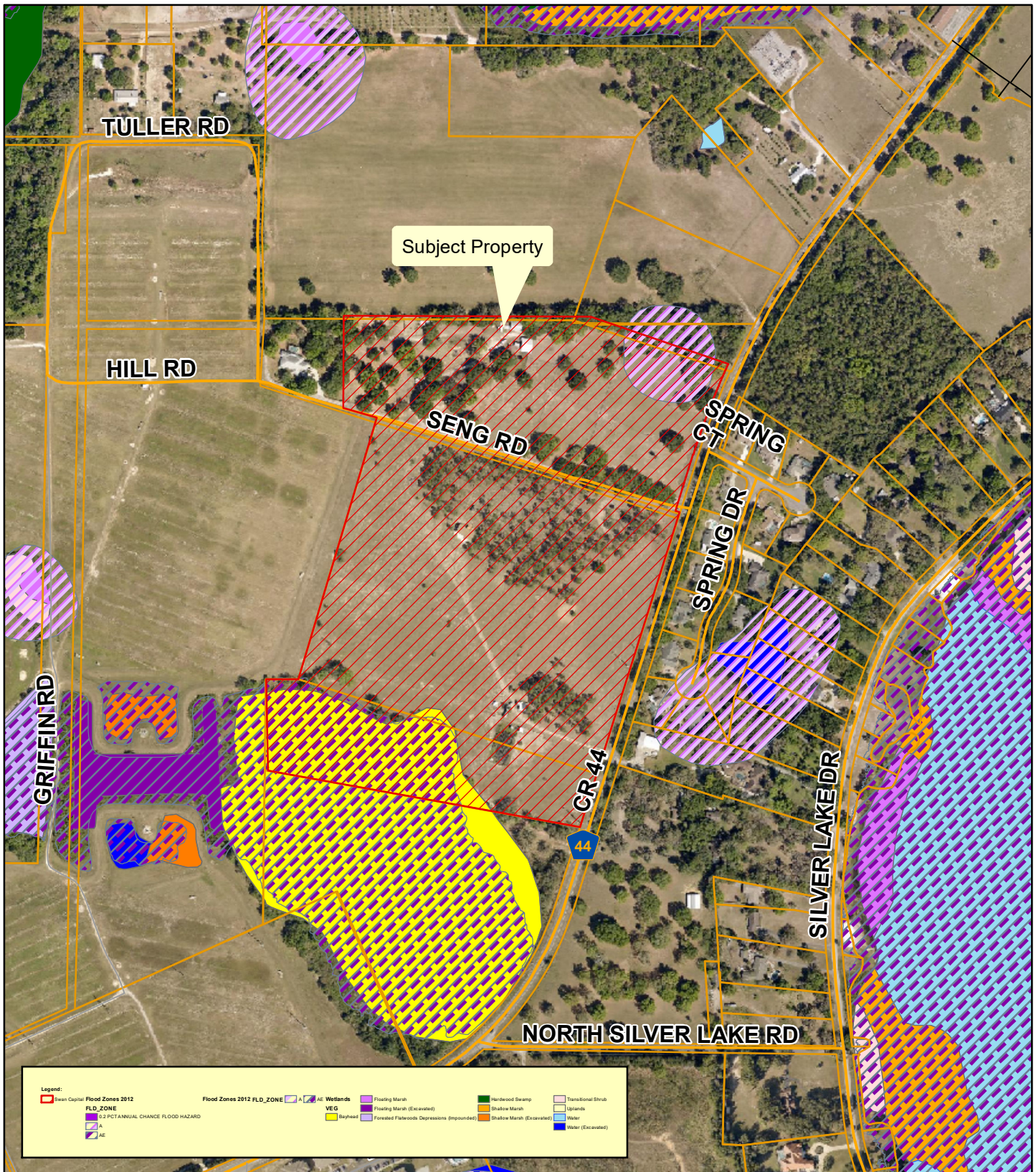


**Planning
& Zoning
Division**

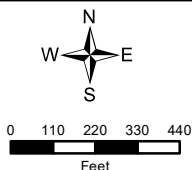


Swan Capital CR 44
CR 44 and Seng Road
AK#: Portion of 3771627; Portion of 1273765; 1273773
Section 16, Township 19 South, Range 25 East
May 25, 2022

Wetlands and Flood Zones



**Planning
& Zoning
Division**



Swan Capital CR 44
CR 44 and Seng Road
AK#: Portion of 3771627; Portion of 1273765; 1273773
Section 16, Township 19 South, Range 25 East
May 25, 2022



Looking west into the property.



Looking north on CR 44



Looking east on CR 44; across the street is Spring Ct



Looking south on CR 44



Looking west into the property



Looking north on CR 44



Looking across the street on CR 44



Looking south on CR 44

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: October 24, 2022

From: Al Minner, (City Manager)

Subject: Flouride application in the City's Public Water Supply

Staff Recommendation:

This is a legislative consideration which staff will execute based on the Commission's direction.

Analysis:

Upon request from Commissioner Burry, it is being asked of the City Commission to reconsider the application of using the recommended levels of fluoride in Leesburg's public drinking water process. The City of Leesburg previously used fluoride in the drinking water treatment process, but stopped to save funds while completing a treatment plant improvement project in the early 2000s.

Placing fluoride in the public water supply has been deemed one of the top ten greatest public health initiatives in US Hisotry. Today there are many schools of thought on the subject. Some public drinking water suppliers have stopped adding fluoride for financial and safety reasons. However, the vast majority of drinking water suppliers continue to use fluoride. The injection of fluoride is governed by the Florida Department of Health and the American Dental Association still supports the use of fluoride in public drinking water.

For your consideration, the City of Leesburg can reinstitute this practice for a one-time capital cost of approximately \$601,000 with annual operating costs of approximately \$73,500.

FDEP permitting - \$1,000.00

Engineering / equipment cost of install - \$600,000.00.

Total Cost of the Capital Project - \$601,000.00

Estimated Annual Cost for Hydrofluorsilicic Acid – \$36,500.00 (Estimated 7300 gallons annually at a cost of \$5.00 p/g currently).

Required Testing - \$37,000.00 (two samples p/d @ \$25.00 p/s)

Total annual operating cost - \$73,500.00

Procurement Analysis:

Options:**Fiscal Impact:**

The costs are stated above in the analysis section. Funds and projects in FY 23 can be shifted to account for the impact without significant financial impact.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.2.

Meeting Date: October 24, 2022

From: Andi Purvis, (City Clerk)

Subject: Discussion Item - Commission Meeting that falls on an Observed Holiday in 2023

Staff Recommendation:

Staff recommends the Commission select a new date for its organizational meeting in 2023, which falls on an observed holiday. City of Leesburg offices will be closed on Monday, January 2, in observance of New Year's Day.

Analysis:

Section 2-21 of the City Code, states when a regular meeting of the city commission falls on a legal holiday, that meeting shall be rescheduled to a date chosen by a majority vote of the city commissioners present at a meeting where a quorum is in attendance.

Procurement Analysis:

None

Options:

1. Select a new meeting date for the one in conflict; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

