

**AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, JANUARY 9, 2023 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 December 19, 2022

B. PURCHASING ITEMS:

1. Purchase request by Wastewater for the purchase of three (3) floating aerators.

2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an annual Fixed Unit Price Agreement for construction services related to installation, replacement, and repairs of concrete sidewalks, curbs, gutters and flatwork with Bulldog Sitework, LLC.; and providing an effective date.**

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, accepting the donation of certain real property from Tammy Blackwood, Kelvin Ninmo, and Dale Ninmo with conditions; authorizing the Mayor and/or Special Magistrate to execute Releases of Code Enforcement Orders and Liens against the property; authorizing the Mayor and/or City Manager to execute a Deed conveying the property to Habitat for Humanity on the condition that the property be used in connection with the Leesburg Construction Trade Program; and providing an effective date.**
2. **Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Eagletail Landing – Phase 1, a subdivision of the City of Leesburg, Florida, being a portion of Sections 18 and 19, Township 20 South, Range 25 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. (Eagletail Landing – Phase 1)**
3. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Change Order 1 to Purchase Order 527253 to GAI Consultants, Inc. for additional professional design services related to the Fuel Farm Project at the Leesburg International Airport; and providing an effective date.**
4. **Resolution of the City Commission of the City of Leesburg, Florida authorizing and directing the Mayor and City Clerk to execute a natural gas service agreement between the City of Leesburg and Alcazar Development Group V, LLC for the purpose of setting forth the terms and conditions under which the City of Leesburg will supply natural gas service to the development referred to as Silver Lake Villas; and providing an effective date.**
5. **Resolution of the City Commission of the City of Leesburg, Florida approving a Downtown Leesburg Building Redevelopment Grant to Brick City Hospitality Group, LLC, for renovations at 215 W Main Street; and providing an effective date.**
6. **Resolution of the City Commission of the City of Leesburg, Florida**

approving a Facade, Sign and Landscape Grant to Brick City Hospitality Group, LLC, for renovations at 215 W Main Street; and providing an effective date.

7. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Renewal Lease Agreement with the West Leesburg Community Development Corporation (WLCDC) for office space at the Leesburg Resource Center; and providing an effective date.
8. Resolution of the City Commission of the City of Leesburg, Florida authorizing the City Commission to update the Building Incentive Plan to include the Chief Plans Examiner and the Chief Building Inspector positions; 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. None

B. **FIRST READING OF ORDINANCES**

1. 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 11 +/- acres from City of Leesburg Low Density Residential to City of Leesburg Industrial, for a property generally located west of Flatwoods Road, north of Casteen Road, and south of Parkway Boulevard, lying in Section 29, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Warehouse Flatwoods)
2. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 11 +/- acres from City of Leesburg R-2 (Medium Density Residential) to City of Leesburg PUD (Planned Unit Development) to allow for the development of a 5,000 SF office and 40,000 SF warehouse facilities for metal structures/carports for a property generally located west of Flatwoods Road, north of Casteen Road, and south of Parkway Boulevard, lying in Section 29, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Warehouse Flatwoods)
3. An Ordinance of the City of Leesburg, Florida amending Future Land Use Element, Policy 1.1.6 to remove references to project acreage and the

project boundary map, as well as to clarify that town centers are mixed use centers; amending the Villages of West Lake project boundary to reflect the newly added lands; amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg by changing the Future Land Use Map designation of certain property containing 18.34 +/- acres from Institutional to Age Restricted Development, for a property located south of County Road 470 and east of the Florida turnpike, lying in Section 17, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (The Villages of West Lake)

4. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 18.34 +/- acres from P (Public) to ARD (Age Restricted Development) for a property generally located south of County Road 470 and east of the Florida turnpike, lying in Section 17, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (The Villages of West Lake)**
5. **An Ordinance of the City of Leesburg, Florida, to modify the Chapter 163 Development Agreement between The Villages of West Lake, Area A; for the development of approximately 1400 acres; providing a binding agreement and amendments for long term development; including but not limited to density, intensity, land uses and process; approving development rights and land development regulations; for a property generally located near Florida's Turnpike, the Lake and Sumter County line; and north of County Road 470; as legally described in Sections 6, 7, 8, 9, and 16, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (VOWL 163A Amendment 2023)**
6. **An Ordinance of the City of Leesburg, Florida, to modify the Chapter 163 Development Agreement between The Villages of West Lake, Area B; for the development of approximately 1230 acres; providing a binding agreement and amendments for long term development; including but not limited to density, intensity, land uses and process; approving development rights and land development regulations; for a property generally located near Florida's Turnpike, the Lake and Sumter County line; and east and west of County Road 48; as legally described in Sections 31, Township 20 South, Range 24 East; and Sections 5, 6, and 7, Township 21 South, Range 24 East, Lake County, Florida; and providing an effective date. (VOWL 163B Amendment 2023)**

C. NON-ROUTINE ITEMS

1. **Proposal to the City of Leesburg, Florida for Design Engineering Services to add a Fluoride Injection System to the Water Distribution System and Florida Department of Health Fluoridation Grant Application update.**

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:

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
MONDAY, DECEMBER 19, 2022 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, December 19, 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
Mayor Mike Pederson

Commissioner Dan Robuck was absent. 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

CC Minner 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. None

3. PRESENTATIONS:

A. None

4. PUBLIC COMMENTS:

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Joyce Carter, 2117 Woodland Boulevard, stated she was a lifetime resident of Leesburg. She resides in the Woodland Park Community. There have been a number of concerns that have come up recently and

she would try to sum them up in three minutes. She knows the commission would not be able to make decisions about them because they are outside their jurisdiction. She was hoping they could refer her to the right department within the city. When it comes to the safety of Woodland Park, the speed limit is 25 mph. That speed limit is far too fast for senior citizens, pets, and children. They have children and pets that play in the road. She has fourteen cats. She has almost been personally fatally hit three times when she parks her car. If she had taken one step into the street to her sister's house, a car could have knocked her down. After the third occurrence, she began to yell; slow down, slow down. That is not fair to her, it is stressful. She would like something to be done about that. She drove 25 mph just to see what it would feel like and it was too fast for a community like this. She asked if it could be 10 to 15 miles per hour. There is a senior citizen that lives right across from her and she is not stable. She crosses the street to come to her house for help. What happens if she crosses the street and one of the speeders is coming? They are going to injure her because she cannot react that fast. She talked to some of the speeders and she asked them to slow down. One young lady told her it would depend on what mood she was in. Those are the comments she gets from these people. Some of them are still speeding. Secondly, Griffin Road and Tally Box Road need a crosswalk for the children to cross to school. There are people from the community who walk to the corner store and there needs to be light markers to designate it as a crosswalk area. There was one fatality there many years ago. She lives on a curve and that is an issue. When these cars speed they cannot see her or anybody else who is crossing. The city has installed speed strips. They are very cute for the community, but they are not effective. They will run right over them because they are spaced out too far. She drove into the Carver Heights area where there are higher speed tables. There is an apartment complex there that has very effective speed bumps. They are not like the ones in Woodland Park. She asked for the speed tables to be closer, especially coming around the curve where she lives. She does not want to see the money go to waste. She knows it costs money, but she would never compare money to safety. Thirdly, there is a neighbor who walks a big dog. She has a ministry, and she has to go outside and sort clothes to get everything ready for the homeless recipients. One day, she took two steps backwards and almost backed into a ninety pound dog because he did not announce that he was coming. She looked up and, bam, there was the dog. She feels that if a dog weighs more than fifteen pounds and if you are walking it in public, it should be muzzled. She does not want to get bit by a dog. She has been bitten twice by her neighbors' dog. Also, in Woodland Park in the Carver Heights/Montclair area, she was told there would be seven hundred and fifty thousand dollars distributed from the West Leesburg CDC. She was concerned about needed improvements to the Corrine Williams playground compared to Berry Park. She has a list of improvements. She asked that the names Willie J. Carter and Ida B. Palm be added to the new sign. Since she saw that it had been removed for a new wooden sign to be installed. Her mom, Willie J. Carter and Ida B Palm, were the two who went to the developer back then. They asked for the playground, but when they named it they named it after Coreen Williams. **Mayor Pederson** thanked her for her comments.

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

Commissioner Christian moved to adopt the Consent Agenda as presented and Commissioner Burry seconded the motion.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Burry	Yes

Commissioner Connell
Mayor Pederson

Yes
Yes

Four 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 December 12, 2022**

B. PURCHASING ITEMS:

- 1. None**

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida accepting a Right-of-Way Deed to the City of Leesburg from Village Community Development District No. 14, for the purpose of dedicating all roadways located within Villages of West Lake Unit No. 71 as described therein; and providing an effective date.**

ADOPTED RESOLUTION 11,240

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

A. SECOND READING OF ORDINANCES

- 1. None**

B. FIRST READING OF ORDINANCES

- 1. None**

C. NON-ROUTINE ITEMS

- 1. Public Hearing to review the inventory list of properties that are owned by the City**

of Leesburg that are suitable for use as affordable housing; and approval of associated Resolution.

- a. Resolution of the City Commission of the City of Leesburg, Florida adopting an Inventory List, as required by Section 166.0451 of Florida Statutes, of all real property to which the City of Leesburg holds fee simple title that are suitable for use as affordable housing in the City of Leesburg, Lake County, Florida; and providing an effective date.**

ADOPTED RESOLUTION 11,241

Commissioner Christian introduced the resolution to be read by title only. CC Purvis read the resolution by title only.

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

Mayor Pederson requested comments from the Commission and the audience.

CM Minner stated that Commissioner Christian contacted him earlier and asked that some of the items be modified. The purpose of this was for a three-year review of the residential properties that we have to be compliant with state regulations for funding housing assistance. When the list was prepared, it included a few commercial parcels and most of them were around the pool along Pine Street and Childs Street. Commissioner Christian asked that those parcels be pulled from the list based on the fact that they are commercial. He provided a list of alt-key numbers for the parcels that needed to be pulled. He sent a modified Exhibit A earlier to the city clerk which listed the parcels that needed to be pulled. Commissioner Christian requested through his CDC capacity a dedication of three lots. They are all on Childs Street. We will work with the CDC on the Pine Street commercial corridor project that is coming up. He has already asked the city attorney to do some quitclaim deeds on these properties and they will come back to the commission for consideration at the next meeting. **Mayor Pederson** remarked that he said three parcels, but there were multiple key numbers there. Are they adjoining and will all three parcels be developed? **CM Minner** commented that he did not know if they were adjoining or not. **Commissioner Christian** stated they were. If you were to go down Childs Street to Main Street, it is in that area, kind of where we do Bikefest. There is a railroad track that would be the separation. There is a section of the railroad, there is a strip. **Mayor Pederson** remarked that the city manager said there were five parcels, so he wanted to make sure there were just three. **Commissioner Christian** said one of them was the retention pond for the pool, which is located at Magnolia and Childs Street. The other is on the back side of where B&C Paint Body is off of the trail. **CM Minner** added that the purpose of this was for residential properties. These are like the one at the pool, which is the Magnolia address that is in our inventory, but we would not use that parcel for assisted housing and the same with the other one. **Mayor Pederson** asked why would we sell or give away these other parcels? **CM Minner** clarified that we would not. That is why we are taking them off the list.

Commissioner Christian made a motion to amend the motion to approve the modified Exhibit A as presented and Commissioner Burry seconded the motion.

Commissioner Burry inquired about Exhibit A in the packet. There were no Childs Street addresses. Was Exhibit A shown online the modified version that was to be approved? **CM Minner** replied yes. **Mayor Pederson** inquired what the plan was for the remaining lots. **CM Minner** answered that the properties shown on the list are potential lots that the city has in inventory that could be used for affordable housing. It does not mean we have to use them for that. We are just noting that. **Commissioner Christian** commended the staff for bringing this forward. We are in need of housing and the City of Leesburg has positioned itself to provide housing for our residents. His church has gotten into building houses this year and the need is great. When we say affordable housing or attainable housing, the houses range from two hundred and sixty to two hundred and seventy-five thousand dollars. They are not given away and it is not a free program. In the city it would be remiss if we did not think that a manager from McDonald's, a CNA or hospital staff needed a place to go. The best way to redevelop a neighborhood is to put homeowners in your neighborhood. He thanked the staff, the city manager and the commission for supporting affordable housing in this city. **Mayor Pederson** thanked him for those comments.

The roll call vote was:

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

Four yeas, no nays, the Commission approved the amendment.

The roll call vote on the Resolution as Amended was:

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

Four yeas, no nays, the Commission adopted the resolution as amended.

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:

CA Watson wished everyone a safe and blessed holiday season coming up. He has enjoyed teaming up with the city this year and he is looking forward to another good year and meeting the new commissioners. He wished Commissioners Robuck and Christian the very best as they rotate off. It has been a pleasure to work with them and he looks forward to working with everybody else as we move into the new year. All the best to everyone.

9. CITY MANAGER ITEMS:

CM Minner wished everyone a happy holiday and a prosperous new year.

10. ROLL CALL:

Commissioner Burry stated he would do the same as the city manager and save his comments until January 9th. However, he wanted to thank Mike Pederson for being the mayor. He did an excellent job of navigating them through a couple of contentious nights that turned into some pretty late affairs. He did a wonderful job and it has been an honor to have Commissioners Christian and Robuck here. He talked to the city clerk earlier about having a list of the potential board seats. It was very helpful last year. They knew going in what was available and who might fit what slots. It helped that meeting go a lot quicker. **CM Minner** responded that they would email that list out prior to that meeting. It would also be included in the packet. They will try to get that out in their emails tomorrow. **Commissioner Burry** replied that everybody needs to know because we need to get through that meeting before we start the regular meeting and having that ahead of time will help.

Commissioner Connell had no comment.

Commissioner Christian commented that it had been a pleasure and an honor. He worked with Commissioner Burry on the Recreational Authority Board for many years before becoming a commissioner. Of course, he has known Commissioner Connell for a very long time. He knew him back when he was the Building Official. He helped him with so many projects. He has known Mayor Pederson since he was working over at Southern Bank. He worked with Andi Purvis, the City Clerk, for a while, even before she was a City Clerk. Mr. Watson, the City Attorney, is new, but he has already helped the city out in so many ways. He wanted to commend the City Manager. He worked with three city managers in this city and Al Minner has done a fantastic job. It has been a real pleasure and he has made his job easier as a commissioner. The city manger is thought-provoking and he made sure we were all happy as much as he could. A side note, he jokingly said he was probably the easiest commissioner to get along with outside of everyone. It was a pleasure serving with Commissioner Robuck. One thing he could say about him is that he was always consistent. Even if they disagreed, he was consistent. He sort of knew what he was going to do when he came in. Unless he could convince him otherwise, he was very consistent. One thing he would recommend to the newly elected commissioners is that they be consistent and stay true to their convictions. Even if they are like Commissioner Connell and they only vote no. Stay true to your convictions. That is always what he tried to do. People said he had a vision for what he thought Leesburg should be and he commended all the Commissioners that worked with him to make those projects happen because it made our city better. He would not be too far away. He had already mentioned to the city manager that he would be around and everyone would see him on the side as they did pre-2003. He will be here and hopefully everyone will do things right so he does not have to run again in four years. He thanked everyone and it was a blessing.

Mayor Pederson said it was a great year as mayor. He enjoyed serving on this commission. It was a good year for the city. Maybe by the fourth quarter he figured this role out, sorry for some of the rough times, especially during the first month or two. He reminded everyone about the organizational meeting on January 9th at 5 p.m. and the regular meeting following that at 5:30 p.m. He closed the meeting by wishing everyone a Merry Christmas and a safe holiday. Enjoy.

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 5:51 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: January 9, 2023

From: Aaliyah Davis, (Purchasing Manager)

Subject: Purchase request by Wastewater for the purchase of three (3) floating aerators.

Staff Recommendation:

Staff recommends approval of the purchase request to Environmental Equipment, Inc. for the purchase of three (3) floating aerators in the amount of \$65,400.00.

Analysis:

The purpose of this purchase request is to purchase three (3) new EEE 1220 floating aerators, 230/460 volt, 3 phase, 60 Hertz, 1.15 Service Factor, Class “F” insulation, 20HP 1200 RPM with TEFC Baldor Electric Motors with a one piece 17-4 Ph stainless steel motor shaft fitted with a type 316 stainless steel two blade weedless propeller for the Canal Street Wastewater Treatment Plant. The aerators are to provide dissolved oxygen in Air Bays or microorganisms to remove nitrogen and to comply with Florida Department of Environmental Protection Permit.

Procurement Analysis:

The City currently utilizes Environmental Equipment, Inc. for floating aerators for the wastewater treatment plant. In order to permit standardization, the City utilizes Environmental Equipment, Inc. as a single source procurement option for floating aerators to ensure uniformity and consistency.

Options:

1. Purchase floating aerators from Environmental Equipment, Inc. for \$65,400.00; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds are available in the Wastewater Capital Projects budget.

Account No.	044-4099-535-6410
Project No.	440006
WF No.	1455479
Requisition	55039



ENVIRONMENTAL EQUIPMENT ENGINEERING, INC.

January 3rd, 2022

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Tony Bracco
City of Leesburg
Canal Stret Plant
Leesburg, Florida 34748

RE: Floating Aerators

Hi Tony,

Your quote is as follows:

Three(3) – EEE FA 1220 Floating Aerators, 230/460 volt, 3 phase, 60 Hertz, 1.15 Service Factor, Class “F” insulation, 20 HP 1200 RPM, TEFC Baldor Electric Motors with a one piece 17-4 Ph stainless steel motor shaft fitted with a type 316 stainless steel two blade weedless propeller. A heavy-duty molded fiberglass float with integral volute, intake and discharge assembly. Type 304 stainless steel and fiberglass diffuser casting. Three type 304 stainless steel mooring attachments. Aerators are fully assembled, balanced, tested and shipped fully assembled to the job site.

Your cost Each Aerator is \$21,800.00.

Accessories needed,

50 feet AWG #8/4 SOOW Electric Cable connected to motor @ \$5.32 foot

One each AWG #8/4 Connector and kellem grip connected to motor @ \$180.00 set

Freight estimate is \$925.00 each.

Please let me know if you have questions or need additional information.

Best Regards,
Environmental Equipment Engineering, Inc.

Ted Mentz



P.O. BOX 389
MECHANICSVILLE, VA 23111
804/730-1280 • FAX 804/730-3489
EEEUSA@aol.com • www.EEEUSA.net



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: January 9, 2023

From: Aaliyah Davis, (Purchasing Manager), 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 annual Fixed Unit Price Agreement for construction services related to installation, replacement, and repairs of concrete sidewalks, curbs, gutters and flatwork with Bulldog Sitework, LLC.; and providing an effective date.

Staff Recommendation:

Staff recommends:

1. Award of Invitation for Bid (IFB) 220301 to Bulldog Sitework, LLC; and
2. Approval of the resolution authorizing execution of an Agreement for concrete sidewalks, curbs, gutters and flatwork services with Bulldog Sitework, LLC.

Analysis:

The purpose of this IFB is to contract with a qualified contractor to provide concrete sidewalk, curb and gutter installation, replacement and repairs on an as needed basis. Each year the Public Works Department identifies areas throughout the City for sidewalk installation, replacement and repairs. The most efficient method of having this work completed is to establish a fixed unit price agreement with a contractor to complete work when ordered.

The Public Works Department will identify the areas to be done. The area will be measured and a price to complete the work is provided based on the contracted unit prices before work begins. This contract can also be used for miscellaneous small jobs when needed. Frequently, underground utility work or repairs required curb/gutter or sidewalk to be repaired or replaced. A break in a water utility service line may require the removal of the sidewalk or curb. When this occurs, the City can have the repairs or installation completed under this contract.

Procurement Analysis:

On November 1, 2022, the Procurement Division published Solicitation 220301 for concrete sidewalk, curb, gutter and flatwork. On December 13, 2022, one (1) bid response was received. The response from Bulldog Sitework, LLC. was reviewed by staff and determined to be responsive and responsible. The department proceeded with Bulldog Sitework, LLC. as the City currently utilizes Bulldog Sitework, LLC.

for services related to concrete sidewalks, curbs, gutters, and flatwork with positive feedback.

Options:

1. Approve award of IFB 220301 and approval of the resolution authorizing execution of the agreement with Bulldog Sitework, LLC.; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

Funds are available in the various department budgets.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN ANNUAL FIXED UNIT PRICE AGREEMENT FOR CONSTRUCTION
SERVICES RELATED TO INSTALLATION, REPLACEMENT, AND REPAIRS
OF CONCRETE SIDEWALKS, CURBS, GUTTERS AND FLATWORK WITH
BULLDOG SITEWORK, LLC.; 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 BULLDOG SITEWORK, LLC., whose address is 609 Highway 466, Lady Lake, Florida 32159, to furnish concrete and masonry services to the City of Leesburg as listed in Attachment "A".

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 9th day of January 2023.

Mayor

ATTEST:

City Clerk

FIXED UNIT PRICE AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT is made as of the 9th day of January in the year 2023, 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 **BULLDOG SITEWORK, LLC** whose address is 609 Highway 466, Lady Lake, Florida 32159 (hereinafter referred to as the “CONTRACTOR”).

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

1. **Contract Documents.** The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.

- a. This Agreement; and
- b. Invitation for Bid (IFB) 220301– Concrete Sidewalk, Curb, Gutter & Flatwork Scope of Work; and
- c. Attachment ‘A’ – Contracted Unit Prices.

2. **Scope of Services.** The CONTRACTOR shall furnish concrete and masonry services to the CITY as listed in Invitation for Bid 220301. The unit costs for Services are listed in Attachment ‘A’ – Schedule of Items. Nothing herein shall limit the CITY’s right to obtain these services from other contractors for the same or similar work.

3. **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY’s representative.

4. **Other Services.** The CITY may request Other Services related to concrete and masonry services that may not specifically appear in the list of contracted services. For any Other Services the CITY will request the CONTRACTOR to prepare a Cost Proposal for the desired services. The CITY and CONTRACTOR will mutually agree to the Scope of Work and Cost for Other Services requested under this Agreement.

5. **Professional License.** The CONTRACTOR will hold and maintain all required professional licenses required by regulatory agencies to perform the services covered by this Agreement.

6. **Payment.** All invoices shall contain the purchase order number, date and location of services provided quantity of services, CITY pay item number, item description and confirmation of acceptance of the services by the appropriate City representative. Failure to submit 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.

7. **Term of Agreement.** The Initial Term of the Agreement will be through September 30, 2025.

- a. **Option to Renew.** The CITY may renew the Agreement for an additional term or terms not to exceed a total of three (3) additional years, if mutually agreed upon by the CONTRACTOR and the CITY.

8. **Firm Fixed Price Period.** All Pricing will be firm and fixed through the Initial Term of the Agreement. Following the firm fixed price period the CONTRACTOR may request a price adjustment as provided for in the Cost Adjustments section.

- a. **Cost Adjustments.** Any cost adjustment(s) shall be made by a written amendment to this Agreement. Approval will be made by the Leesburg City Commission as the approving body of this original Agreement.

9. **Cost Adjustment.** Pricing for any Renewal Terms will be subject to an adjustment only if increases in the industry can be documented. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year.

The CONTRACTOR is responsible for requesting any Price Adjustment during the Contract renewal process. Any requested price increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the then current Contract term. Any approved Price Adjustment will become effective when the Contract is extended by written Amendment.

The CITY may, after examination, refuse to accept the requested Price Adjustment if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Agreement will not be renewed.

10. **Termination for Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FIFTEEN (15) calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

11. **Termination for Default.** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (show cause notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's show cause notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR 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 CONTRACTOR 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. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR 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 CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR 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 CONTRACTOR without expense to the CITY.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

12. **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 any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, 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.

13. **Insurance Requirements.**

- a. Scope of Insurance - The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the Contract Documents.

- i. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
 - ii. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors 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.
 - iii. 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.
 - iv. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.
 - v. The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
 - vi. All liability insurance, except professional liability, shall be written on an occurrence basis.
 - vii. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
 - viii. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR 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.
- b. Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins.
 - i. Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.
 - ii. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
 - iii. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
 - iv. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
 - v. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
 - vi. The CONTRACTOR, 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 CONTRACTOR's liability coverage(s).

- c. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).
 - i. For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY's acceptance of the project.
- d. Business Automobile Liability - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.
- e. Workers' Compensation - The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.

14. **Waiver of Lien.** The CONTRACTOR agrees to make payment of all proper charges for labor and materials supplied and CONTRACTOR shall hold harmless the CITY against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

15. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR 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 CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR 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 CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this

Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

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 CONTRACTOR 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 CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; 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 CONTRACTOR 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 CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

16. **Codes, Laws, and Regulations.** CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

17. **Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

18. **Public Records Retention.** CONTRACTOR 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 CONTRACTOR herein. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR 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 CONTRACTOR 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, FLORDIA STATUTES TO THE

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-728-9731, 501 W. MEADOW STREET, LEESBURG, FLORIDA 34748.

19. **Access to Records.** The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

20. **Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR 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.

21. **Acceptance of Goods or Services.** The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

22. **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 CONTRACTOR (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 CONTRACTOR 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 CONTRACTOR.

23. **Independent Contractor.** The CONTRACTOR agrees that he or she 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 CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

24. **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.

25. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

26. **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.

27. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR 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 CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

28. **Contact Person.** The primary contact person under this Agreement for each party is listed here. Contact person and information may be updated as needed by written, electronic

mail is acceptable, communication to the other party. Notifying party shall receive confirmation the other party has received the change to the Contact Person.

CONTRACTOR Contact Information

Name: Shane Sizemore
Address: 609 Highway 466
City, State & Zip: Lady Lake, FL 32159
Telephone: 407-908-3185
Email Address: shane@bulldogsitework.com

CITY Contact Information

Name/Title: Aaliyah Davis – Purchasing Manager
Telephone: 352-728-9880
Email Address: Aaliyah.davis@leesburgflorida.gov

29. **Disclosure of Conflict.** The CONTRACTOR 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 CONTRACTOR and his duties under this Agreement.

30. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

31. **Risk of Loss.** The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

32. **Illegal Alien Labor** - CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR that the subcontractor complies with the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR 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 CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

33. **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 for 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.

34. **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.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

BULLDOG SITEWORK, LLC

By: _____

Printed: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

Mike Pederson, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

SCOPE OF WORK

SW-1. PURPOSE AND INTENT

The Scope of Work is generally described as providing concrete sidewalk, curb, gutter and flatwork repairs, installation or replacement. Work will be performed/required on an as needed basis. A resulting Contract can also be used by other departments in the City for miscellaneous concrete work as needed.

There are no minimums or maximum quantities of work guaranteed under any resulting contract. For each task/job completed under this agreement, the awarded contractor will provide a complete cost estimate for that particular job with the estimated time of completion.

SW-2. CITY OF LEESBURG CITY ORDINANCE (Sec. 18-106)

All sidewalks constructed pursuant to this section shall conform to the following:

- a. Sidewalks shall have a width of five (5) feet;
- b. Concrete shall be at least Type I or 3000 p.s.i. strength;
- c. Minimum thickness of sidewalks shall be four (4) inches, except for driveways and other traffic bearing areas, the minimum thickness shall be six (6) inches;
- d. For sidewalks, expansion joints shall be placed every twenty (20) feet with construction joints at all other five-foot intervals. A construction joint shall mean a sawed or tooled joint at least three-fourths ($\frac{3}{4}$) inches deep from the top of the sidewalk and extending across the width of the sidewalk;
- e. All street and curb cuts shall meet any applicable laws or regulations for access by disabled persons;
- f. All property site preparation, clearing, and leveling shall be completed before installation of any sidewalks.

SW-3. TECHNICAL SPECIFICATIONS

Technical specifications are included in this Invitation to Bid **“FDOT Standard Plans FY2022-23”** drawings for sidewalk, curb and gutter. All work will be performed in accordance with these specifications. Where conflict exists between these specifications, City Ordinance, and applicable building code the more stringent requirement as determined by the City shall prevail.

SW-4. ACCIDENT PREVENTION & BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State, County, and City regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the City Representative.

Should a Contractor not suitably place appropriate safety devices such as barricades or cones the City may stop all work until the proper safety precautions are taken by

the Contractor to protect the public and all persons. Repeated failure to properly place safety items may result in the City terminating the Contract.

SW-5. CLEAN-UP

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's City Representative.

SW-6. DEBRIS DISPOSAL

City must approve location of any dumpsters used for debris disposal. Dumpsters must be obtained from a company/hauler that is properly registered with the City of Leesburg Solid Waste Department for roll-offs/dumpsters within Leesburg City Limit. Contractor is responsible for proper disposal of all debris and all costs associated with disposal. Contractors unit cost bid prices shall include the cost of debris disposal on those items that generate debris.

SW-7. FURNISH AND INSTALL REQUIREMENTS

The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the bidder from furnishing, installing or performing such work where required for the satisfactory completion of the project. The vendor shall also be required to provide adequate general user training to City Representative on the appropriate use of the materials or products as and if necessary.

SW-8. WARRANTY

Contractor's material and workmanship is warranted for a period of one (1) year from acceptance by the City. City shall notify Contractor of any defects in material or workmanship. Contractor shall coordinate with City any warranted repairs.

SW-9. PROJECT REFERENCES

The City will request three (3) past project references from the bidder the City intends to award a contract. Bidder will provide the requested references within 3 business days of the request. Failure to provide the requested references may result in the bidder being deemed non-responsible and disqualified from the Solicitation. The City prefers the project references for the same or similar concrete services within one (1) year in the state of Florida.

SW-10. STORAGE

Contractor shall not store any construction materials, tools, equipment or other property within the work area outside of normal working hours.

SW-11. PERMITS

- a. The City does not anticipate the majority of the work performed under this contract to require a building permit issued by the City of Leesburg Building

Services Division. When a permit is required, the Contractor will apply for, obtain and pay for all building permits and inspection fees required for this project and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and/or fines imposed on the City or the Contractor for failure to obtain required permits, inspection fees, or inspections shall be borne by the Contractor.

- b. **Suppliers will NOT include any costs for permits and fees in their bid amount. Should there be an occasion(s) where a permit or fee be required, the Contractor will be reimbursed for the cost of the permits and fees at actual cost without markup.**

[END OF SCOPE OF WORK]

SCOPE OF WORK

SW-1. PURPOSE AND INTENT

The Scope of Work is generally described as providing concrete sidewalk, curb, gutter and flatwork repairs, installation or replacement. Work will be performed/required on an as needed basis. A resulting Contract can also be used by other departments in the City for miscellaneous concrete work as needed.

There are no minimums or maximum quantities of work guaranteed under any resulting contract. For each task/job completed under this agreement, the awarded contractor will provide a complete cost estimate for that particular job with the estimated time of completion.

SW-2. CITY OF LEESBURG CITY ORDINANCE (Sec. 18-106)

All sidewalks constructed pursuant to this section shall conform to the following:

- a. Sidewalks shall have a width of five (5) feet;
- b. Concrete shall be at least Type I or 3000 p.s.i. strength;
- c. Minimum thickness of sidewalks shall be four (4) inches, except for driveways and other traffic bearing areas, the minimum thickness shall be six (6) inches;
- d. For sidewalks, expansion joints shall be placed every twenty (20) feet with construction joints at all other five-foot intervals. A construction joint shall mean a sawed or tooled joint at least three-fourths ($\frac{3}{4}$) inches deep from the top of the sidewalk and extending across the width of the sidewalk;
- e. All street and curb cuts shall meet any applicable laws or regulations for access by disabled persons;
- f. All property site preparation, clearing, and leveling shall be completed before installation of any sidewalks.

SW-3. TECHNICAL SPECIFICATIONS

Technical specifications are included in this Invitation to Bid **“FDOT Standard Plans FY2022-23”** drawings for sidewalk, curb and gutter. All work will be performed in accordance with these specifications. Where conflict exists between these specifications, City Ordinance, and applicable building code the more stringent requirement as determined by the City shall prevail.

SW-4. ACCIDENT PREVENTION & BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State, County, and City regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the City Representative.

Should a Contractor not suitably place appropriate safety devices such as barricades or cones the City may stop all work until the proper safety precautions are taken by

the Contractor to protect the public and all persons. Repeated failure to properly place safety items may result in the City terminating the Contract.

SW-5. CLEAN-UP

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's City Representative.

SW-6. DEBRIS DISPOSAL

City must approve location of any dumpsters used for debris disposal. Dumpsters must be obtained from a company/hauler that is properly registered with the City of Leesburg Solid Waste Department for roll-offs/dumpsters within Leesburg City Limit. Contractor is responsible for proper disposal of all debris and all costs associated with disposal. Contractors unit cost bid prices shall include the cost of debris disposal on those items that generate debris.

SW-7. FURNISH AND INSTALL REQUIREMENTS

The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the bidder from furnishing, installing or performing such work where required for the satisfactory completion of the project. The vendor shall also be required to provide adequate general user training to City Representative on the appropriate use of the materials or products as and if necessary.

SW-8. WARRANTY

Contractor's material and workmanship is warranted for a period of one (1) year from acceptance by the City. City shall notify Contractor of any defects in material or workmanship. Contractor shall coordinate with City any warranted repairs.

SW-9. PROJECT REFERENCES

The City will request three (3) past project references from the bidder the City intends to award a contract. Bidder will provide the requested references within 3 business days of the request. Failure to provide the requested references may result in the bidder being deemed non-responsible and disqualified from the Solicitation. The City prefers the project references for the same or similar concrete services within one (1) year in the state of Florida.

SW-10. STORAGE

Contractor shall not store any construction materials, tools, equipment or other property within the work area outside of normal working hours.

SW-11. PERMITS

- a. The City does not anticipate the majority of the work performed under this contract to require a building permit issued by the City of Leesburg Building

Services Division. When a permit is required, the Contractor will apply for, obtain and pay for all building permits and inspection fees required for this project and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and/or fines imposed on the City or the Contractor for failure to obtain required permits, inspection fees, or inspections shall be borne by the Contractor.

- b. **Suppliers will NOT include any costs for permits and fees in their bid amount. Should there be an occasion(s) where a permit or fee be required, the Contractor will be reimbursed for the cost of the permits and fees at actual cost without markup.**

[END OF SCOPE OF WORK]

ATTACHMENT 'A'

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	COST/UNIT	EXTENDED PRICE
1.0	SIDEWALK DEMOLITION AND REPLACEMENT				
1.1	NO DRIVEWAY OR TRAFFIC BEARING SURFACES Demolition and disposal of existing sidewalk, replacement with fine grade 4-inch thick sidewalk, backfilling and dressing, provide all supervision, and mobilization. DO NOT INCLUDE READY MIX CONCRETE COSTS.				
	Greater than 800 Square Feet	3,000	SF	\$ 7.09	\$ 21,270.00
	400 Square Feet to 800 Square Feet	2,000	SF	\$ 10.17	\$ 20,340.00
	250 Square Feet to 400 Square Feet	2,000	SF	\$ 12.75	\$ 25,500.00
	Less than 250 Square Feet	1,000	SF	\$ 26.60	\$ 26,600.00
1.2	WITH DRIVEWAY OR TRAFFIC BEARING SURFACES Demolition and disposal of existing sidewalk with driveway, replacement with fine grade 6-inch thick sidewalk, backfilling and dressing, provide all supervision, and mobilization. DO NOT INCLUDE READY MIX CONCRETE COSTS.				
	Greater than 800 Square Feet	3,000	SF	\$ 7.48	\$ 22,440.00
	400 Square Feet to 800 Square Feet	2,000	SF	\$ 11.05	\$ 22,100.00
	250 Square Feet to 400 Square Feet	2,000	SF	\$ 13.05	\$ 26,100.00
	Less than 250 Square Feet	1,000	SF	\$ 30.65	\$ 30,650.00
2.0	NEW SIDEWALK GRADE AND INSTALL	ESTIMATED QUANTITY	UNIT	COST/UNIT	EXTENDED PRICE
2.1	NO DRIVEWAY OR TRAFFIC BEARING SURFACES Rough grade, remove and haul off debris, install fine grade 4-inch thick concrete sidewalk, backfill and dress site, provide all supervision, and mobilization. DO NOT INCLUDE READY MIX CONCRETE COSTS.				
	Greater than 800 Square Feet	3,000	SF	\$ 6.38	\$ 19,140.00
	400 Square Feet to 800 Square Feet	2,000	SF	\$ 8.79	\$ 17,580.00
	250 Square Feet to 400 Square Feet	2,000	SF	\$ 11.10	\$ 22,200.00
	Less than 250 Square Feet	1,000	SF	\$ 24.96	\$ 24,960.00
2.2	WITH DRIVEWAY OR TRAFFIC BEARING SURFACE Rough grade, remove and haul off debris, install fine grade 6-inch concrete sidewalk, backfill and dress site, provide all supervision, and mobilization.				
	Greater than 800 Square Feet	3,000	SF	\$ 6.57	\$ 19,710.00
	400 Square Feet to 800 Square Feet	2,000	SF	\$ 9.02	\$ 18,040.00
	250 Square Feet to 400 Square Feet	2,000	SF	\$ 11.40	\$ 22,800.00
	Less than 250 Square Feet	1,000	SF	\$ 28.15	\$ 28,150.00
TOTAL BASE BID AMOUNT:					\$ 367,580.00
ADDITIONAL BID ITEMS. DO NOT INCLUDE READY MIX CONCRETE COSTS. here is not used for basis of award.					DO Below
3.0	GENERAL FLATWORK or SLABS Rough grade, remove and haul off debris, install fine grade 4-inch thick concrete, backfill and dress site, provide all supervision, and mobilization.		UNIT	COST/UNIT	
3.1	Greater than 800 Square Feet		SF	\$ 7.61	
	400 Square Feet to 800 Square Feet		SF	\$ 9.23	
	250 Square Feet to 400 Square Feet		SF	\$ 12.29	
	Less than 250 Square Feet		SF	\$ 15.02	
4.0	READY MIX CONCRETE PRICING City will reimburse Contractor at the current ready mix price + percent markup for administration.		UNIT	COST/UNIT	
4.1	Administrative Mark-up Percent on Ready Mix Concrete (not to exceed 20%)		%	10%	
5.0	CREW & EQUIPMENT Cost for a crew and equipment to pour small jobs such as around water meter boxes and valve boxes. Cost for concrete is separate is reimbursed at cost plus admin mark-up %. Not included in this pricing.		UNIT	COST/UNIT	
5.1	Two (2) Person Crew and Equipment - FULL DAY		DAY (8 Hours)	\$ 1,315.81	

5.2	Two (2) Person Crew and Equipment - HALF DAY		HALF DAY (4 Hours)	\$ 799.28
5.3	Per person additional - Cost per hour to add an additional person to the crews above.		HOURL	\$ 42.81
6.0 ADDITIONAL WORK ITEMS			UNIT	COST/UNIT
6.1	Curb removal/disposal		LF	\$ 10.26
6.2	Curb replacement FDOT Type A		LF	\$ 25.74
6.3	Curb replacement FDOT Type B		LF	\$ 25.08
6.4	Curb replacement FDOT Type D		LF	\$ 22.62
6.5	Curb replacement FDOT Type E		LF	\$ 29.46
6.6	Curb replacement FDOT Type F		LF	\$ 30.96
6.7	Curb replacement FDOT Type RA		LF	\$ 39.48
6.8	Gutter replacement FDOT Type Valley Gutter		LF	\$ 43.08
6.9	Gutter replacement FDOT Type Shoulder Gutter		LF	\$ 29.64
6.10	Curb replacement FDOT Type Asphaltic Concrete Curb		LF	\$ 11.02
6.11	Curb replacement FDOT Type Drop Curb		LF	\$ 22.20
6.12	Concrete Bumper Guard replacement		EA	\$ 100.80
6.13	Sod strip - 1 piece wide - Adjacent sidewalk - Both sides		LF	\$ 3.76
6.14	Sod strip - 1 piece wide - Adjacent sidewalk - One side		LF	\$ 1.98
6.15	Sod strip - 1 piece wide - Behind curb		LF	\$ 1.73
6.16	Handicap Ramp - Additional Labor - Concrete - Single		EA	\$ 1,410.00
6.17	Handicap Ramp - Additional Labor - Concrete - Double		EA	\$ 2,880.00
6.18	ADA Surface treatment - Plastic matting		SF	\$ 52.80
6.19	Fiber added to the concrete mix (price adder)		SF	\$ 0.23
6.20	MOT Expenses (flagman, cones, etc.)		HR	\$ 104.63
6.21	Administrative cost for Building Department Permits City will reimburse contractor for actual cost of permits.		LS	\$ 125.00

* **DO NOT** include the cost of ready mix concrete in the cost/unit. City will reimburse Contractor cost of ready mix at actual cost plus mark-up percentage bid.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: January 9, 2023

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting the donation of certain real property from Tammy Blackwood, Kelvin Ninmo, and Dale Ninmo with conditions; authorizing the Mayor and/or Special Magistrate to execute Releases of Code Enforcement Orders and Liens against the property; authorizing the Mayor and/or City Manager to execute a Deed conveying the property to Habitat for Humanity on the condition that the property be used in connection with the Leesburg Construction Trade Program; and providing an effective date.

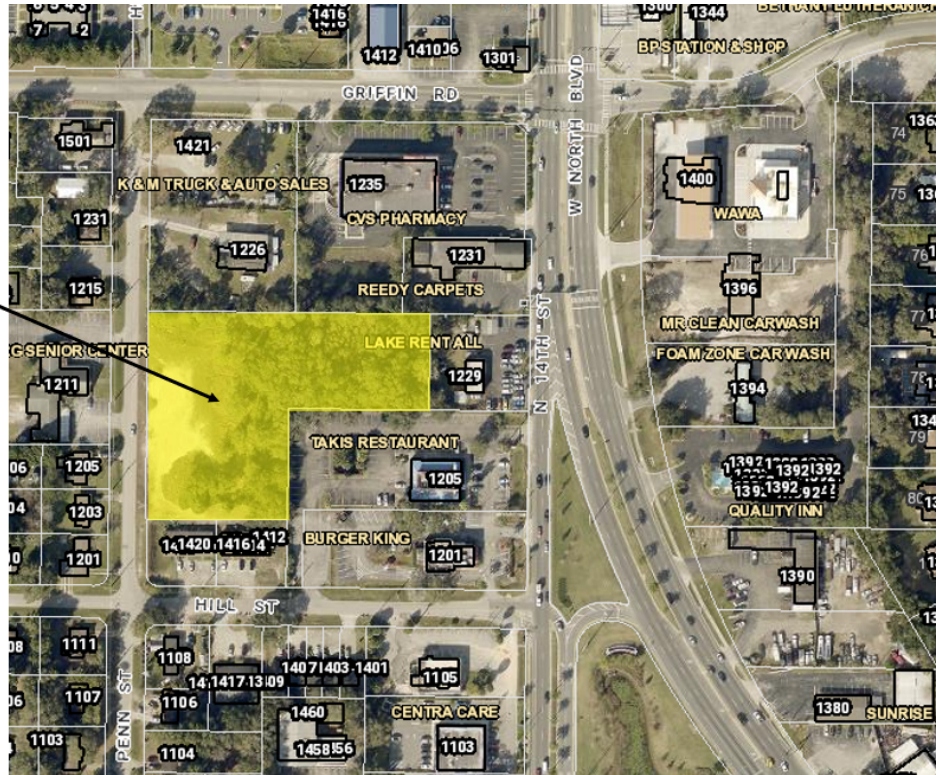
Staff Recommendation:

Staff recommends approval of the resolution which will waive approximately \$42,000 in code enforcement fines in exchange for ownership of the property. The property is then donated to Habitat for Humanity, which will provide several parcels for the Leesburg High School Construction Academy to build houses for at least the next 3-4 years.

Analysis:

The Blackwood Family Trust seeks to donate a large parcel of land located on Penn Street (generally, south of Griffin Road and west of the commercial district on US 27). The lot is currently wooded and harbors homelessness and many code violations. However, with the right development plan, the property is ideal for in-fill housing. In exchange for waiving code enforcement fines, the Blackwood Trust is willing to donate the property to the City. Then the parcels can be given to Habitat for Humanity, which will provide several years of in-fill land needed to continue the LHS Construction Academy.

Parcel for Consideration



Procurement Analysis:

N/A

Options:

1. Approve Resolution 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 THE DONATION OF CERTAIN REAL PROPERTY FROM TAMMY BLACKWOOD, KELVIN NINMO, AND DALE NINMO WITH CONDITIONS; AUTHORIZING THE MAYOR AND/OR SPECIAL MAGISTRATE TO EXECUTE RELEASES OF CODE ENFORCEMENT ORDERS AND LIENS AGAINST THE PROPERTY; AUTHORIZING THE MAYOR AND/OR CITY MANAGER TO EXECUTE A DEED CONVEYING THE PROPERTY TO HABITAT FOR HUMANITY ON THE CONDITION THAT THE PROPERTY BE USED IN CONNECTION WITH THE LEESBURG CONSTRUCTION TRADE PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City of Leesburg hereby accepts the Quit Claim Deed from Tammy Blackwood, Kelvin Ninmo, and Dale Ninmo, which conveys the real property identified as Parcel ID Number: 22-29-24-0001-000-00901 to the City;

THAT the City of Leesburg will convey the property to Habitat for Humanity on the condition that the same be used in connection with the Leesburg Construction Trade Program and on such other terms and conditions as are agreeable to the City;

THAT the Mayor and/or City Manager are authorized to execute a deed conveying the Property to Habitat for Humanity on the condition that the same be used in connection with the Leesburg Construction Trade Program;

THAT the Mayor and/or Special Magistrate are authorized to execute and record releases of the Orders of Enforcement recorded in O. R. Book 5813, Page 1596 and O.R. Book 5625, Page 2256, of the Public Records of Lake County, Florida, as well the Order of Fine recorded in O.R. Book 6003, Page 91, Public Records of Lake County, Florida;

THAT this resolution shall take effect upon 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 9th day of January 2023.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: January 9, 2023

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 Eagletail Landing – Phase 1, a subdivision of the City of Leesburg, Florida, being a portion of Sections 18 and 19, Township 20 South, Range 25 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. (Eagletail Landing – Phase 1)

Staff Recommendation:

Staff recommends approval of the plat for Eagletail Landing – Phase 1 Subdivision.

Analysis:

The property is generally located west of Number 2 Road and south of County Road 48. The proposal is for approval of a plat consisting of 109 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 Eagletail Landing – Phase 1 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 EAGLETAIL
LANDING – PHASE 1, A SUBDIVISION OF THE CITY OF LEESBURG,
FLORIDA, BEING A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 20
SOUTH, RANGE 25 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. (EAGLETAIL LANDING
– PHASE 1)**

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

THAT the plat of the following described lands, which is named Eagletail Landing – Phase 1 is hereby approved and accepted by the City of Leesburg, Florida; being

A parcel of land located in the East half of Section 18 and the Northeast quarter of Section 19, in Township 20 South, Range 25 East, Lake County, Florida. Said parcel being more particularly described as follows:

Commence at the East quarter corner of Section 18, Township 20 South, Range 25 East, thence along the East line of the Southeast quarter of Section 18 run South 00° 55' 10" West, 174.53 feet; thence North 59° 21' 38" West, 103.86 feet to the Point of Beginning; thence South 00° 18' 13" West, 28.97 feet; thence South 59° 21' 47" East, 28.97 feet to the Westerly right of way line of No 2 Road; thence along the Westerly right of way line the following three courses; South 00° 16' 09" West, 352.23 feet; thence South 19° 19' 06" East, 37.40 feet; thence South 00° 09' 16" East, 774.78 feet to the North line of the South half of the Southeast quarter of said Section 18; thence along said North line run North 89° 11' 17" West, 532.64 feet; thence leaving said North line run South 45° 49' 11" West, 140.01 feet to the West line of the Northeast quarter of the Southeast quarter of the Southeast quarter of Section 18; thence along the said West line run South 00° 49' 40" West, 565.30 feet to the South line of the Northeast quarter of the Southeast quarter of the Southeast quarter of Section 18; thence along the South line run South 89° 12' 09" East, 410.43 feet to the Westerly right of way line of No. 2 Road; said point being on a curve concave Easterly, having a radius of 465.00 feet, a central angle of 40° 31' 07" and a chord of 322.03 feet that bears South 06° 17' 03" East; thence along the arc of said curve and said Westerly right of way a distance of 328.84 feet to the point of tangency; thence continue along said Westerly right of way the following three courses; run South 26° 32' 36" East, 222.98 feet to the point of curvature of a curve to the right, having a radius of 760.00 feet, a central angle of 27° 58' 08" and a chord of 367.32 feet that bears South 12° 33' 32" East; thence along the arc of said curve a distance of 370.99 feet to the point of tangency; thence South 01° 25' 32" West, 451.56 feet to the South line of the North half of the Northeast quarter of the Northeast quarter of Section 19, Township 20 South, Range 25 East; thence along the South line run North 89° 12' 08" West, 1296.66 feet to the West line of the South half of the Northeast quarter of the Northeast quarter of Section 19, Township 20 South, Range 25 East; thence along said West line run South 00° 53' 24" West, 662.10 feet to the South line of the North quarter of the Northeast quarter of Section 19; thence along the South line run North 89° 11' 15" West, 1329.02 feet to the West line of the Northeast quarter of Section 19; thence along said West line run North 00° 02' 23" East, 1323.52 feet to the North quarter corner of Section 19, also being the South quarter corner of the aforesaid Section 18; thence along the West line of the Southeast quarter of Section 18 run North 00° 33' 16" East, 1329.60 feet

to the North line of the South half of the Southeast quarter of Section 18; thence along the North line run South 89° 11' 17" East, 1994.70 feet to the East line of the Southwest quarter of the Northeast quarter of the Southeast quarter of Section 18; thence along the East line run North 00° 50' 19" East, 664.29 feet to the North line of the Southwest quarter of the Northeast quarter of the Southeast quarter of Section 18; thence along the North line run North 89° 10' 24" West, 665.83 feet to West line of the Northwest quarter of the Northeast quarter of the Southeast quarter of Section 18; thence along the West line run North 00° 45' 29" East, 664.45 feet; thence North 00° 00' 00" East, 24.02 feet to the East line of Rumford Road, a.k.a. County District Road No 2-3220, as maintained at the edge of pavement on August 15, 2021; thence along the East line of Rumford Road the following nine courses; thence North 14° 17' 25" East, 6.25 feet; thence North 21° 41' 22" East, 45.63 feet; thence North 26° 36' 21" East, 51.50 feet; thence North 26° 56' 12" East, 51.79 feet; thence North 27° 29' 30" East, 116.04 feet; thence North 26° 48' 23" East, 67.20 feet; thence North 26° 38' 09" East, 59.46 feet; thence North 26° 47' 09" East, 56.05 feet; thence North 26° 05' 08" East, 38.32 feet to the South right of way line of County Road No. 48; thence along the South line run South 59° 21' 38" East, 1189.78 feet to the Point of Beginning.

(See Exhibit A, Eagletail Landing – Phase 1 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 9th day of January 2023.

Mayor

ATTEST:

City Clerk

EAGLETAIL LANDING - PHASE 1

A PORTION OF SECTIONS 18 AND 19 TOWNSHIP 20 SOUTH, RANGE 25 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA

LEGAL DESCRIPTION:

A parcel of land located in the East half of Section 18 and the Northeast quarter of Section 19, in Township 20 South, Range 25 East, Lake County, Florida. Said parcel being more particularly described as follows:

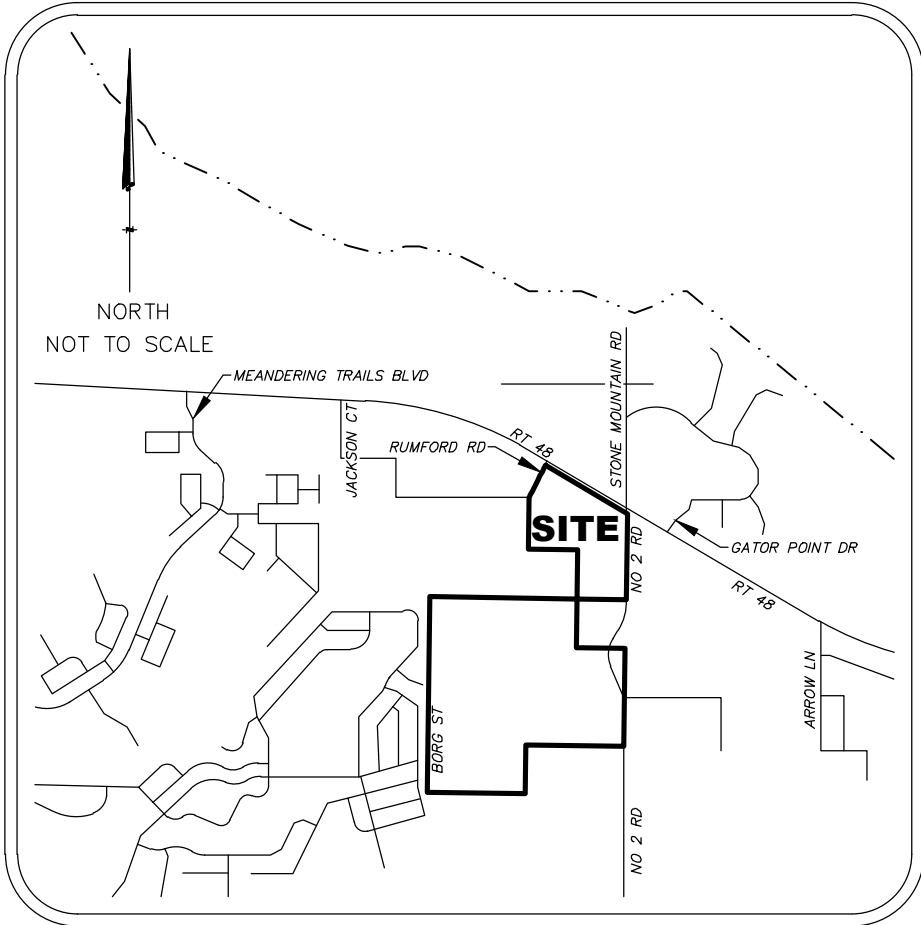
Commence at the East quarter corner of Section 18, Township 20 South, Range 25 East, thence along the East line of the Southeast quarter of Section 18 run South 00° 55' 10" West, 174.53 feet; thence North 59° 21' 36" West, 103.86 feet to the Point of Beginning; thence South 00° 18' 13" West, 28.97 feet; thence South 59° 21' 47" East, 28.97 feet to the Westerly right of way line of No 2 Road; thence along the Westerly right of way line the following three courses; South 00° 16' 09" West, 352.23 feet; thence South 19° 19' 06" East, 37.40 feet; thence South 00° 09' 16" East, 774.78 feet to the North line of the South half of the Southeast quarter of said Section 18; thence along said North line run North 89° 11' 17" West, 532.64 feet; thence leaving said North line run South 45° 49' 11" West, 140.01 feet to the West line of the Northeast quarter of the Southeast quarter of the Southeast quarter of Section 18; thence along the said West line run South 00° 49' 40" West, 565.30 feet to the South line of the Northeast quarter of the Southeast quarter of Section 18; thence along the South line run South 89° 12' 09" East, 410.43 feet to the Westerly right of way line of No. 2 Road; said point being on a curve concave Easterly, having a radius of 465.00 feet, a central angle of 40° 31' 07" and a chord of 322.03 feet that bears South 06° 17' 03" East; thence along the arc of said curve and said Westerly right of way a distance of 328.84 feet to the point of tangency; thence continue along said Westerly right of way the following three courses; run South 26° 32' 36" East, 222.98 feet to the point of curvature of a curve to the right, having a radius of 760.00 feet, a central angle of 27° 58' 08" and a chord of 367.32 feet that bears South 12° 33' 32" East; thence along the arc of said curve a distance of 370.99 feet to the point of tangency; thence South 01° 25' 32" West, 451.56 feet to the South line of the North half of the Northeast quarter of the Northeast quarter of Section 19, Township 20 South, Range 25 East; thence along the South line run North 89° 12' 08" West, 1296.66 feet to the West line of the Northeast quarter of the Northeast quarter of the Northeast quarter of Section 19, Township 20 South, Range 25 East; thence along said West line run South 00° 53' 24" West, 662.10 feet to the South line of the North quarter of the Northeast quarter of Section 19; thence along the South line run North 89° 11' 15" West, 1329.02 feet to the West line of the Northeast quarter of Section 19; thence along said West line run North 00° 02' 23" East, 1323.52 feet to the North quarter corner of Section 19, also being the South quarter corner of the aforesaid Section 18; thence along the West line of the Southeast quarter of Section 18 run North 00° 33' 16" East, 1329.60 feet to the North line of the Southeast quarter of Section 18; thence along the North line run South 89° 11' 17" East, 1964.70 feet to the East line of the Southwest quarter of the Northeast quarter of Section 18; thence along the East line of the Southeast quarter of Section 18; thence along the West line run North 00° 45' 29" East, 664.45 feet; thence North 00° 00' 00" East, 24.02 feet to the East line of Rumford Road, a.k.a. County District Road No 2-3220, as maintained at the edge of pavement on August 15, 2021; thence along the East line of Rumford Road the following nine courses; thence North 14° 17' 25" East, 6.25 feet; thence North 21° 41' 22" East, 45.63 feet; thence North 26° 36' 21" East, 51.50 feet; thence North 26° 56' 12" East, 51.79 feet; thence North 27° 29' 30" East, 116.04 feet; thence North 26° 48' 23" East, 67.20 feet; thence North 26° 38' 09" East, 59.46 feet; thence North 26° 47' 09" East, 56.05 feet; thence North 26° 05' 08" East, 38.32 feet to the South right of way line of County Road No. 46; thence along the South line run South 59° 21' 38" East, 1189.78 feet to the Point of Beginning.

Said parcel contains 162.53 acres, more or less.

NOTES:

- Bearings shown hereon are based on the East line of Southeast Quarter of Section 18, Township 20 South, Range 25 East being South 00° 55' 10" West.
- 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.
- The property depicted hereon is subject to that certain Declaration of Covenants, Conditions and Restrictions for Eagletail Landings and any amendments and/or supplements thereto, as recorded in the Public Records of Lake County, Florida (the "Declaration"). Common areas, as defined in the Declaration, are to be owned and maintained by the Eagletail Landings Homeowners Association, Inc., a Florida not-for-profit corporation (the "Association") as prescribed in the Declaration.
- All lines intersecting curves are radial unless otherwise noted.
- All Private Drainage Easements are hereby dedicated to the Association, and are to be maintained pursuant to the Declaration. No construction, grading, or alteration within the private drainage easements is permitted without the prior approval of Lake County, Florida.
- Tracts S-1, S-2, S-3 and S-4 are Storm Water Tracts and shall be owned and maintained by the Association.
- Tracts P-1 and P-2 are Park Tracts and shall be owned and maintained by the Association.
- Tract L-1 is a Lift Station Tract and is to be dedicated to the City of Leesburg.
- Tracts C-1 and C-2 are Conservation Tracts and shall be owned by the Association. Development rights to Tracts C-1 and C-2 are hereby dedicated to Lake County, Florida. No construction, clearing, grading or alteration to Tracts C1 and C2 is permitted without prior approval of Lake County, Florida and all other applicable jurisdictional agencies.
- Tracts LS-1, LS-2 and LS-3 are Landscape and Open Space Tracts and shall be owned by the Association.
- Tracts FD-1, FD-2, FD-3 and FD-4 are future development tracts and are not dedicated by this plat.

VICINITY MAP



LEGEND AND ABBREVIATIONS

- = SET 4"x 4" CM PRM LB 7388
- = PRM-SET NAIL/DISK PCP LB 7388
- ⊙ = PCP-SET NAIL/DISK PCP LB 7388
- PRM = PERMANENT REFERENCE MONUMENT
- (NR) = NON-RADIAL LINE
- (RAD) = RADIAL LINE
- M.B. = MAP BOOK
- O.R. = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- ℄ = CENTERLINE
- N.T. = NON-TANGENT
- P.T. = POINT OF TANGENCY
- P.C. = POINT OF CURVATURE
- P.I. = POINT OF INTERSECTION
- P.C.I. = POINT OF COMPOUND CURVATURE
- P.R.C. = POINT OF REVERSE CURVATURE
- U.E. = UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- R.P. = RADIUS POINT
- CM = CONCRETE MONUMENT
- LB = LICENSED BUSINESS
- R = RADIUS
- A = ARC LENGTH
- Δ = CENTRAL ANGLE
- CHB = CHORD BEARING
- CHD = CHORD DISTANCE
- LB = LICENSED BUSINESS
- PG = PAGE
- R/W = RIGHT OF WAY
- U.E. = UTILITY EASEMENT
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- = DRAINAGE EASEMENT
- = UTILITY EASEMENT

MAP BOOK

PAGE

SHEET 1 OF 17

DEDICATION EAGLETAIL LANDING

KNOWN BY ALL MEN BY THESE PRESENTS, That the undersigned, being the owners in fee simple of the lands described in the foregoing caption to this plat, does hereby dedicate the following for the purposes thereon expressed, subject to the general notes contained herein.

- TO THE EAGLETAIL LANDING PROPERTY OWNERS ASSOCIATION, INC. A FLORIDA CORPORATION NOT-FOR-PROFIT: COMMON AREAS WHICH INCLUDE TRACTS P-1, P-2, LS-1, LS-2 and LS-3.
- TO THE CITY OF LEESBURG, FLORIDA: TRACT L-1 AND ALL ROADWAYS.
- TO THE PROVIDERS OF ELECTRIC, TELEPHONE, CABLE TELEVISION SERVICES AND THE CITY OF LEESBURG: All utility easements are hereby granted over, across and upon the roadways and those areas designated as utility easements shown herein.

EXCEPT AS NOTED ABOVE, NO PART OF THE LANDS DESCRIBED HEREIN IS DEDICATED TO THE CITY OF LEESBURG OR THE GENERAL PUBLIC.

IN WITNESS WHEREOF, The undersigned owner has executed this Dedication in the manner provided by law on _____ Signed, sealed and delivered in our presence as witnesses:

WITNESSES:

OWNER:

STATE OF _____ COUNTY OF _____

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME

THIS _____ DAY OF _____, 2022, BY _____ AND

_____ AS _____ AND _____

RESPECTIVELY, OF THE ABOVE CORPORATION WHO ARE

PERSONALLY KNOWN TO ME OR HAVE PRODUCED _____

_____ AS IDENTIFICATION AND DID (DID NOT) TAKE AN

OATH.

Signature of Acknowledger _____

Printed name of Acknowledger _____

Title

My Commission Expires:

REVIEWER STATEMENT

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.

PRINT NAME _____

SIGN NAME _____

REGISTRATION # _____ DATE _____

Engineering Department, City of Leesburg, Leesburg, Florida

CERTIFICATE SURVEYOR

KNOWN 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 his direction and supervision, and that this plat complies with all the requirements of Section 177, Florida Statutes.

Colliers Engineering & Design d.b.a. Maser Consulting – 1101 NORTH LAKE DESTINY ROAD, SUITE 415, MAITLAND, FL 32751
Licensed Business No. 7388

----- Dated -----
BRIAN K HEFNER, P.S.M.

Registration No. -----

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS IS TO CERTIFY, THAT THIS PLAT WAS PRESENTED TO THE CITY COMMISSION OF LEESBURG LAKE COUNTY, FLORIDA AND APPROVED BY SAID CITY COMMISSION OF LEESBURG FOR RECORD, AND DEDICATION OF THE TRACT L-1 AND THE UTILITY AND INGRESS/EGRESS EASEMENTS STATED ABOVE ARE ACCEPTED FOR MUNICIPAL PURPOSES OF SAID CITY ON ____ DAY OF _____, 2022 PROVIDED THAT THIS PLAT IS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA WITHIN 90 DAYS FROM THE DATE OF APPROVAL BY SAID CITY COMMISSION CITY OF LEESBURG, FLORIDA.

ATTEST

CITY CLERK

MAYOR/COMMISSIONER

Colliers

Engineering
& Design

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1101 North Lake Destiny Road,
Suite 415
Maitland, FL 32751
Phone: 321.441.9405

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SHEET 2 OVERALL BOUNDARY
SHEETS 3-17 DETAIL SHEETS

"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.

A PORTION OF SECTIONS 18 AND 19 TOWNSHIP 20 SOUTH, RANGE 25 EAST,
CITY OF LEEsburg, LAKE COUNTY, FLORIDA

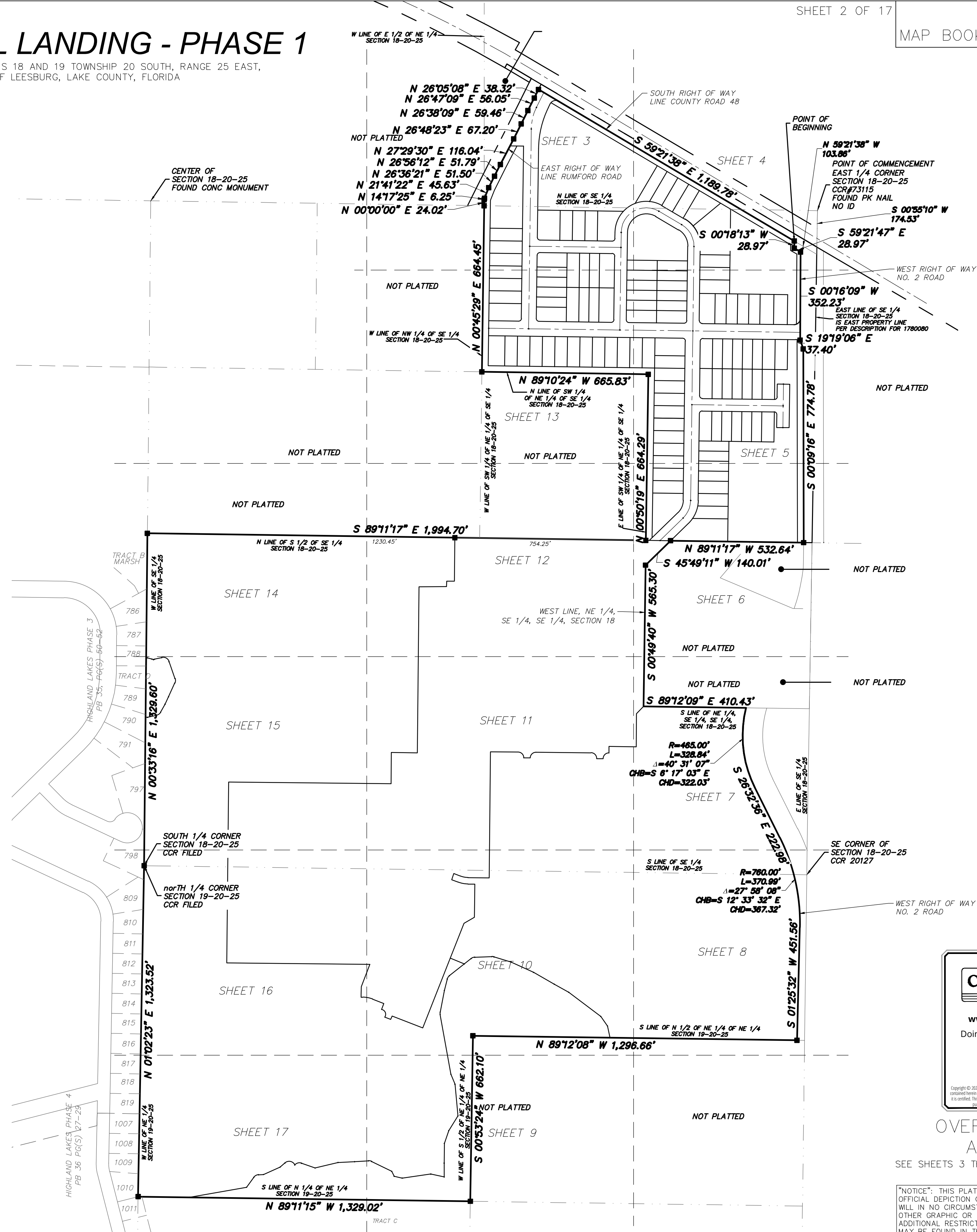
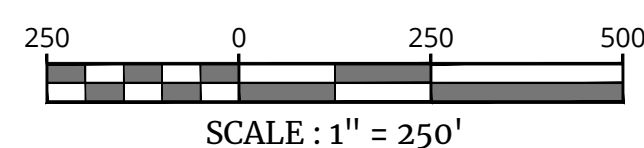
SHEET 2 OF 17

MAP BOOK

PAGE

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 CHD = CHORD DISTANCE
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 DRAINAGE EASEMENT
 _____ = UTILITY EASEMENT



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OVERALL BOUNDARY
AND KEY MAP

SEE SHEETS 3 THROUGH 17 FOR SPECIFIC AREA DETAILS.

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SHEET 3 OF 17

MAP BOOK

PAGE

W LINE OF E $1\frac{1}{2}$ OF NE $1\frac{1}{4}$
SECTION 18-20-25

NOT PLATTED

NOT PLATTED

N 26°05'08" E 38.32'

N 26°47'09" E 56.05'

N 26°38'09" E 59.46'

N 26°48'23" E 67.20'

EAST RIGHT OF WAY -

N 27°29'30" E 116.04

N 26°56'12" E 51.79'—

N. 08°30'01" E. 51.50'

N 31°41'22" E 45.63'

Abstract

N 00°00'00" E 34.03'

NOT PLATTED

MATCHLINE—SEE SHEET 13

LEGEND AND ABBREVIATIONS

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 C.L. = CENTERLINE
 N.T. = NON-TANGENT
 P.T. = POINT OF TANGENCY
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SHEET 4 OF 17

MAP BOOK

PAGE

TABLE OF CORNERS

Corner	North	South	East	West	Area
C6	125.00'	261.13'	119' 41" 28"	S 60° 35' 31" W	216.17'
C7	125.00'	93.32'	42' 46' 31"	S 22° 08' 02" W	91.17'
C9	125.00'	51.61'	23° 39' 18"	N 72° 11' 57" W	51.24'
C10	125.00'	1.77'	0° 48' 33"	N 59° 58' 02" W	1.77'
C11	125.00'	131.57'	60° 18' 32"	N 29° 24' 29" W	125.58'
C12	125.00'	43.00'	19° 42' 33"	N 49° 42' 29" W	42.79'
C13	126.65'	56.77'	25° 41' 01"	N 26° 56' 35" W	56.30'
C14	136.53'	31.81'	13° 20' 58"	N 6° 21' 55" W	31.74'
C15	75.00'	156.68'	119° 41' 28"	S 60° 35' 31" W	129.70'
C16	75.00'	78.94'	60° 18' 32"	N 29° 24' 29" W	75.35'
C17	100.00'	208.90'	119° 41' 28"	S 60° 35' 31" W	172.93'
C18	100.00'	105.26'	60° 18' 32"	N 29° 24' 29" W	100.47'
C22	11.00'	17.28'	90° 00' 00"	N 44° 15' 14" W	15.56'
C87	125.00'	58.89'	26° 59' 29"	S 82° 28' 39" W	58.34'
C88	125.00'	55.55'	25° 27' 38"	S 56° 15' 06" W	55.09'
C89	75.00'	50.81'	38° 48' 58"	N 40° 09' 16" W	49.84'
C90	75.00'	20.07'	15° 19' 46"	N 13° 04' 54" W	20.01'
C91	75.00'	8.07'	6° 09' 47"	N 2° 20' 07" W	8.06'
C92	75.00'	62.58'	47° 48' 15"	N 83° 27' 53" W	60.78'
C93	75.00'	20.11'	15° 21' 37"	S 64° 57' 11" W	20.05'
C94	75.00'	73.99'	56° 31' 36"	S 29° 00' 34" W	71.03'

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- RAFS = RIGHT-OF-WAY

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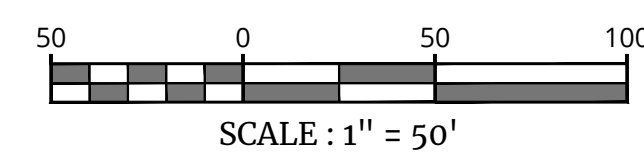
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SHEET 5 OF 17

MAP BOOK

PAGE



MATCHLINE—SEE SHEET 13

N 00°50'19" E 664.29'

MATCHLINE-SEE SHEET 6

NOT PLATTED

**RIGHT OF WAY DEDICATION
PER ORB ### PG ###**

WEST RIGHT OF WAY LINE
NO. 2 ROAD

S 00°09'16" E 774.78'

NOT PLATTED



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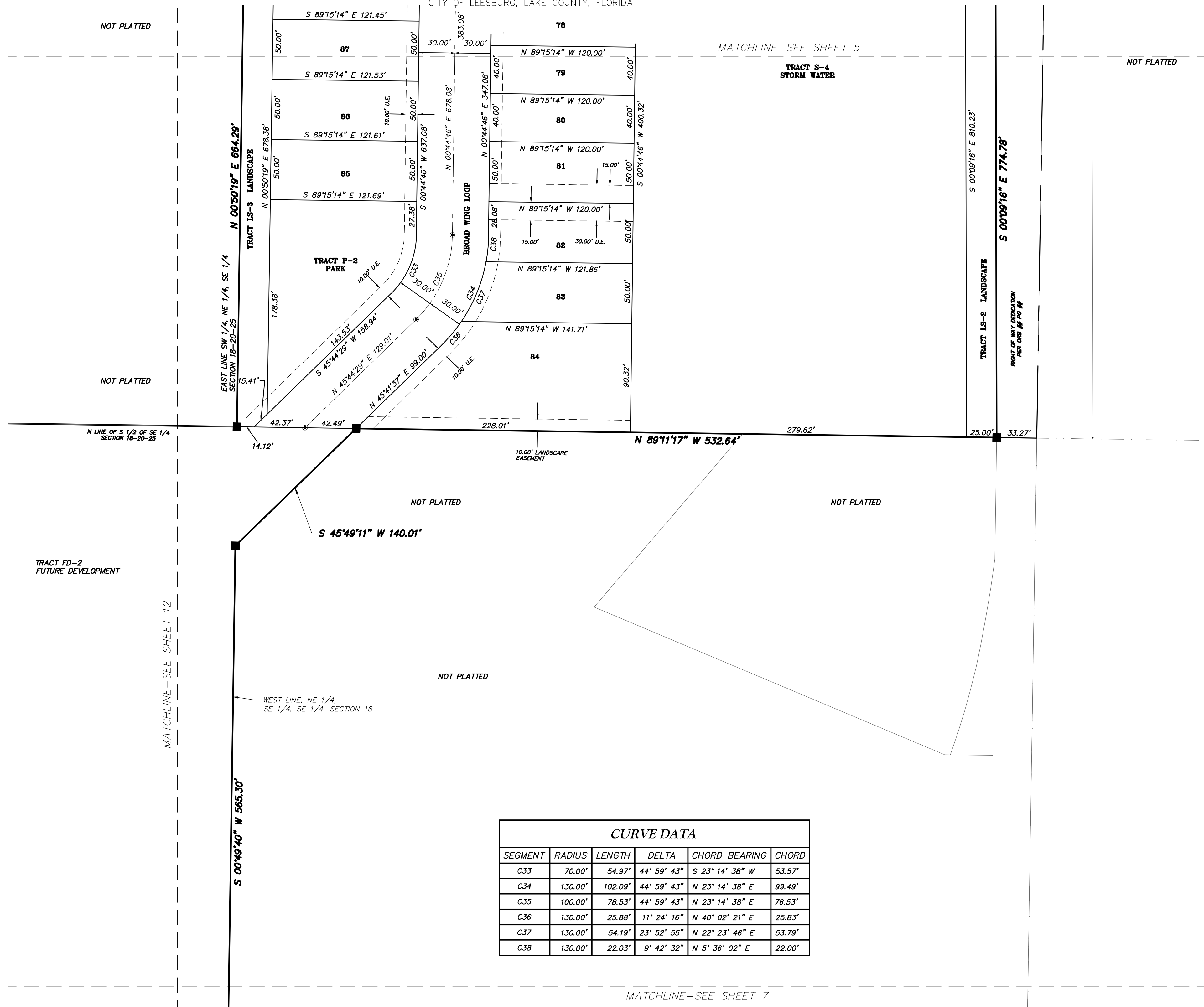
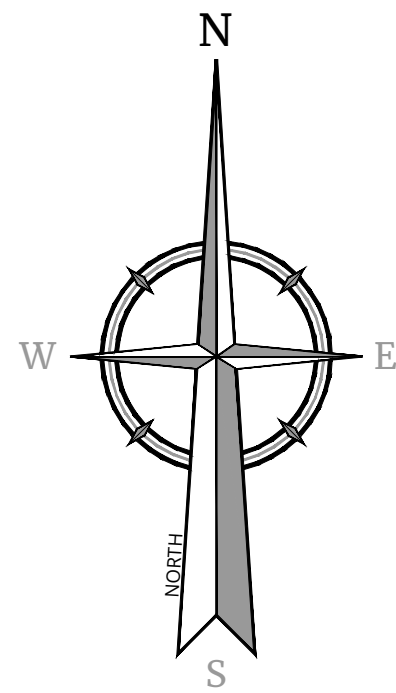
EAGLETAIL LANDING - PHASE 1

A PORTION OF SECTIONS 18 AND 19 TOWNSHIP 20 SOUTH, RANGE 25 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA

SHEET 6 OF 17

MAP BOOK

PAGE



CURVE DATA					
SEGMENT	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C33	70.00'	54.97'	44° 59' 43"	S 23° 14' 38" W	53.57'
C34	130.00'	102.09'	44° 59' 43"	N 23° 14' 38" E	99.49'
C35	100.00'	78.53'	44° 59' 43"	N 23° 14' 38" E	76.53'
C36	130.00'	25.88'	11° 24' 16"	N 40° 02' 21" E	25.83'
C37	130.00'	54.19'	23° 52' 55"	N 22° 23' 46" E	53.79'
C38	130.00'	22.03'	9° 42' 32"	N 5° 36' 02" E	22.00'

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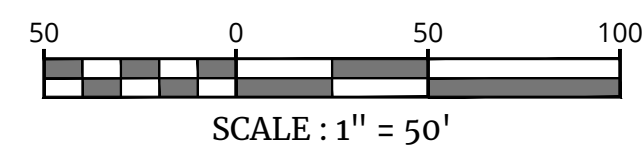
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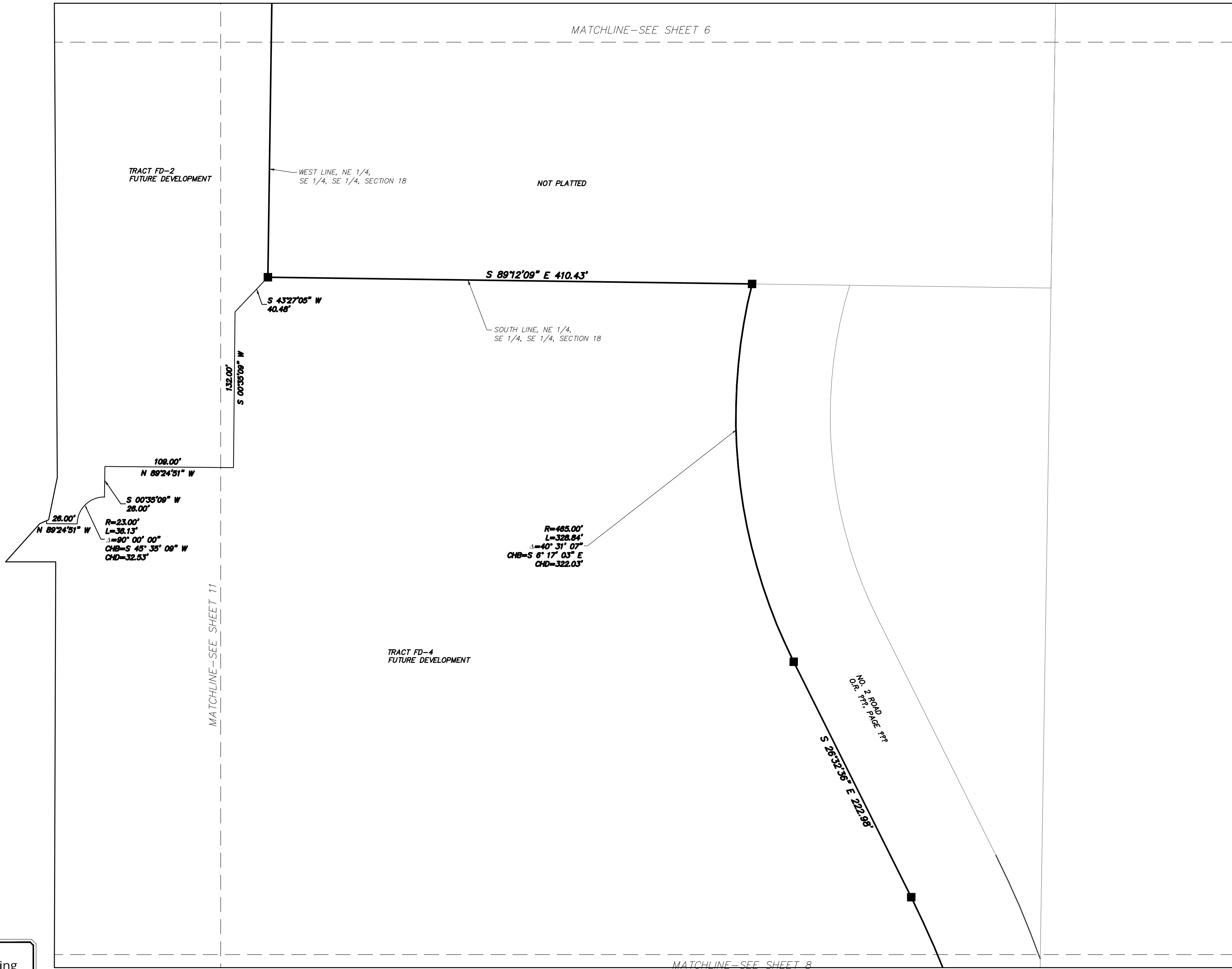
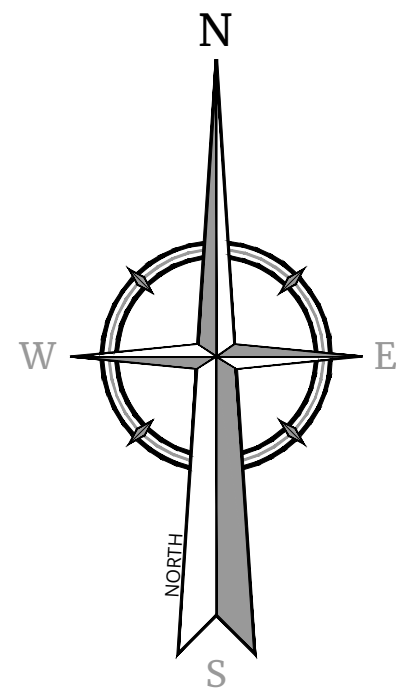
EAGLETAIL LANDING - PHASE 1

A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 20 SOUTH, RANGE 25 EAST,
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SHEET 7 OF 17

MAP BOOK

PAGE



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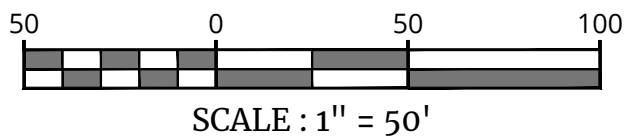
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CITY OF LEESBURG, LAKE COUNTY, FLORIDA
MATCHLINE—SEE SHEET 7

S LINE OF SE 1/4
SECTION 18-20-25

R=760.00'
L=370.99'
 $\Delta=27^{\circ} 58' 08''$
CHB=S 12° 33' 32" E
CHD=367.32'

TRACT FD-4
FUTURE DEVELOPMENT

NO. 2 ROAD
MAINTAINED RIGHT OF WAY

NO. 2 ROAD
O.R. ???, PAGE ???

S 01°25'32" W 451.56'

S LINE OF NORTH 1/2, NE 1/4, NE 1/4
SECTION 19-20-25

N 89°12'08" W 1,296.66'

NOT PLATTED



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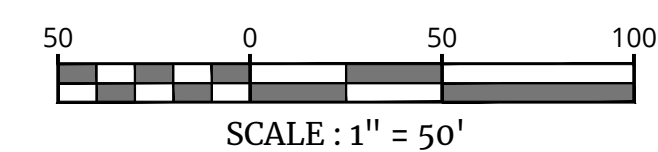
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EAGLETAIL LANDING - PHASE 1

A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 20 SOUTH, RANGE 25 EAST,
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SHEET 9 OF 17

MAP BOOK

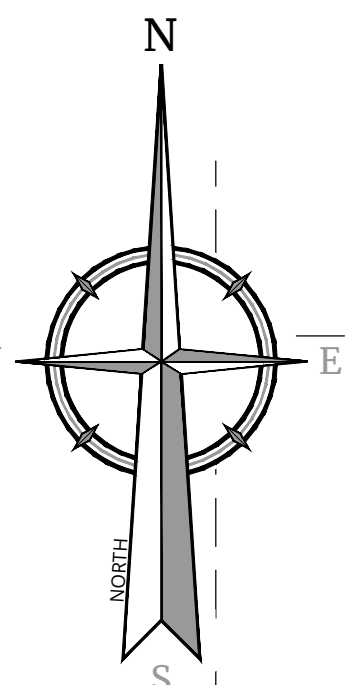
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NOT PLATTED

MATCHLINE—SEE SHEET 10

NOT PLATTED

NOT PLATTED



MATCHLINE—SEE SHEET 17

TRACT FD-3
FUTURE DEVELOPMENT

TRACT C-1
CONSERVATION

W LINE OF S 1/2 OF NE 1/4
OF NE 1/4
SECTION 19-20-25

S 00°33'24" W 662.10'

R=25.00'
L=12.87'
CHB=S 78° 34' 37" E
CHD=12.73'

S 63°10'12" E
88.54'

S 26°41'48" E
21.90'

S 77°18'06" E
33.16'

N 82°03'23" E
115.10'

TRACT C-1
CONSERVATION

S LINE OF N 1/4 OF NE 1/4
SECTION 19-20-25

N 89°11'15" W 1,329.02'

LEGEND AND ABBREVIATIONS

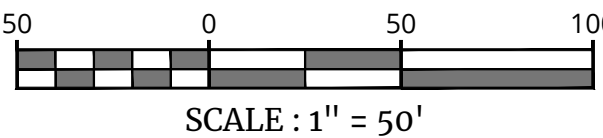
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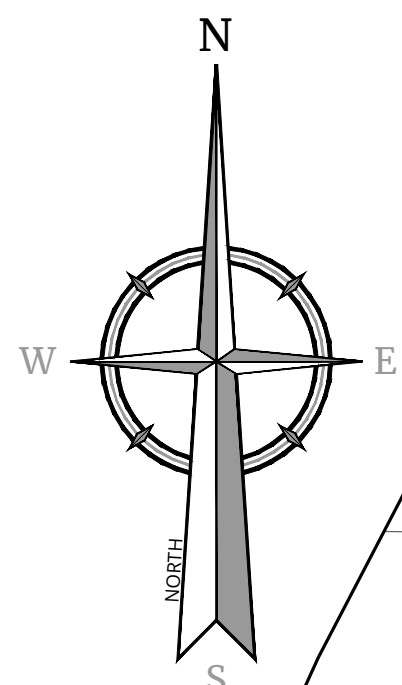
EAGLETAIL LANDING - PHASE 1

A PORTION OF SECTIONS 18 AND 19 TOWNSHIP 20 SOUTH, RANGE 25 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA

SHEET 10 OF 17

MAP BOOK

PAGE



MATCHLINE-SEE SHEET 16

TRACT FD-2
FUTURE DEVELOPMENT

TRACT FD-4
FUTURE DEVELOPMENT

TRACT C-1
CONSERVATION

TRACT FD-3
FUTURE DEVELOPMENT

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MATCHLINE-SEE SHEET 9

MATCHLINE-SEE SHEET 8

SOUTH LINE, SE 1/4
SECTION 18-20-25

LEGEND AND ABBREVIATIONS

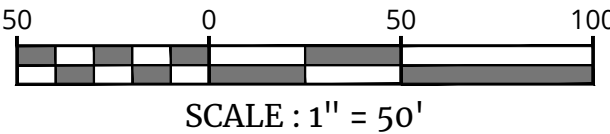
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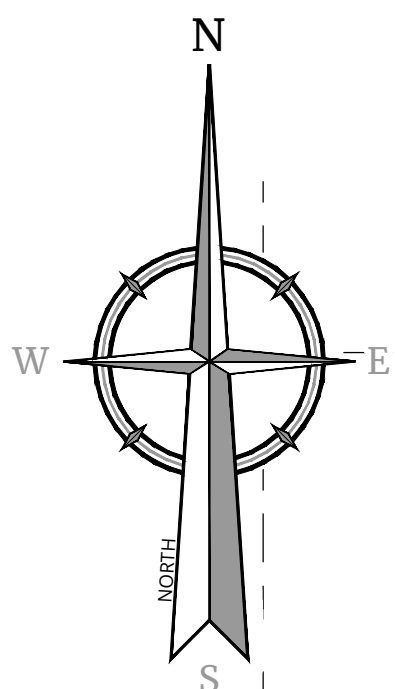
EAGLETAIL LANDING - PHASE 1

A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 20 SOUTH, RANGE 25 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA

SHEET 11 OF 17

MAP BOOK

PAGE



TRACT FD-3
FUTURE DEVELOPMENT

N 00°35'09" E
683.67'

TRACT FD-2
FUTURE DEVELOPMENT

MATCHLINE-SEE SHEET 15

S 89°24'51" E
104.25'

N 00°35'09" E
126.00'

S 89°24'51" E
650.00'

MATCHLINE-SEE SHEET 12

110.00'
N 89°24'51" W
R=23.00'
L=36.13'
Δ=90° 00' 00"
CHB=N 44° 24' 51" W
CHD=32.53'

26.00'
N 89°24'51" W
R=23.00'
L=36.13'
Δ=90° 00' 00"
CHB=S 45° 35' 09" W
CHD=32.53'

220.00'
N 89°24'51" W

R=23.00'
L=36.13'
Δ=90° 00' 00"
CHB=N 44° 24' 51" W
CHD=32.53'

26.00'
N 89°24'51" W
R=23.00'
L=36.13'
Δ=90° 00' 00"
CHB=S 45° 35' 09" W
CHD=32.53'

108.00'
N 89°24'51" W

S 00°35'09" W
26.00'

R=23.00'
L=36.13'
Δ=90° 00' 00"
CHB=S 45° 35' 09" W
CHD=32.53'

TRACT FD-4
FUTURE DEVELOPMENT

504.00'
S 00°35'09" W

MATCHLINE-SEE SHEET 7

MATCHLINE-SEE SHEET 10



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50 0 50 100
SCALE: 1" = 50'

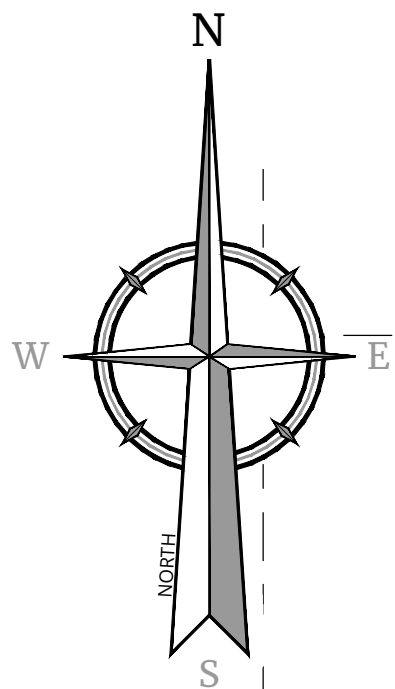
EAGLETAIL LANDING - PHASE 1

A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 20 SOUTH, RANGE 25 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA

SHEET 12 OF 17

MAP BOOK

PAGE



MATCHLINE—SEE SHEET 13

NOT PLATTED

NOT PLATTED

WEST LINE SW 1/4, NE 1/4, SE 1/4,
SECTION 18-20-25

NOT PLATTED

S 89°11'17" E 1,994.70'

764.25'

N LINE OF S 1/2 OF SE 1/4,
SECTION 18-20-25

TRACT FD-3
FUTURE DEVELOPMENT

N 00°35'09" E
22.00'

N 89°32'39" E
110.02'

N 00°35'09" E
174.10'

S 89°34'51" E
31.10'

TRACT FD-2
FUTURE DEVELOPMENT

N 00°35'09" E
663.87'

MATCHLINE—SEE SHEET 6

MATCHLINE—SEE SHEET 11



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50 0 50 100
SCALE: 1" = 50'



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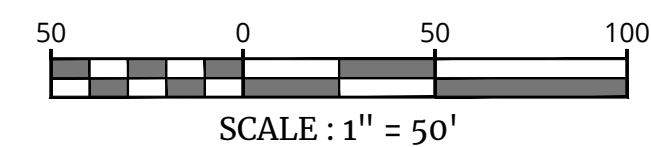
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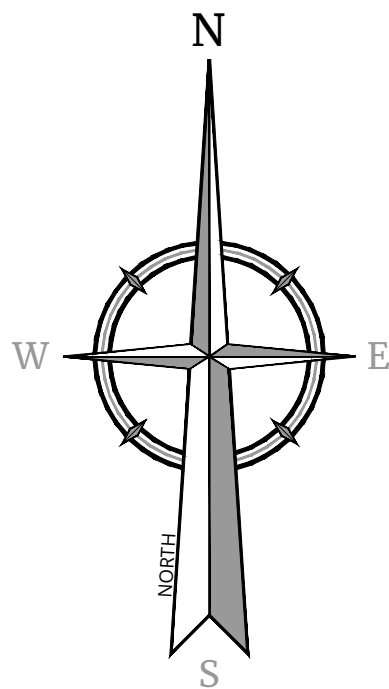
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SHEET 14 OF 17

MAP BOOK

PAGE



NOT PLATTED

S 89°11'17" E 1,994.70'

NORTH LINE, SOUTH 1/2, SE 1/4 1,230.45'
SECTION 18-20-25

N 00°33'16" E 1,329.60'

WEST LINE, SE 1/4
SECTION 18-20-25

MATCHLINE-SEE SHEET 12

TRACT FD-3
FUTURE DEVELOPMENT

MATCHLINE-SEE SHEET 15

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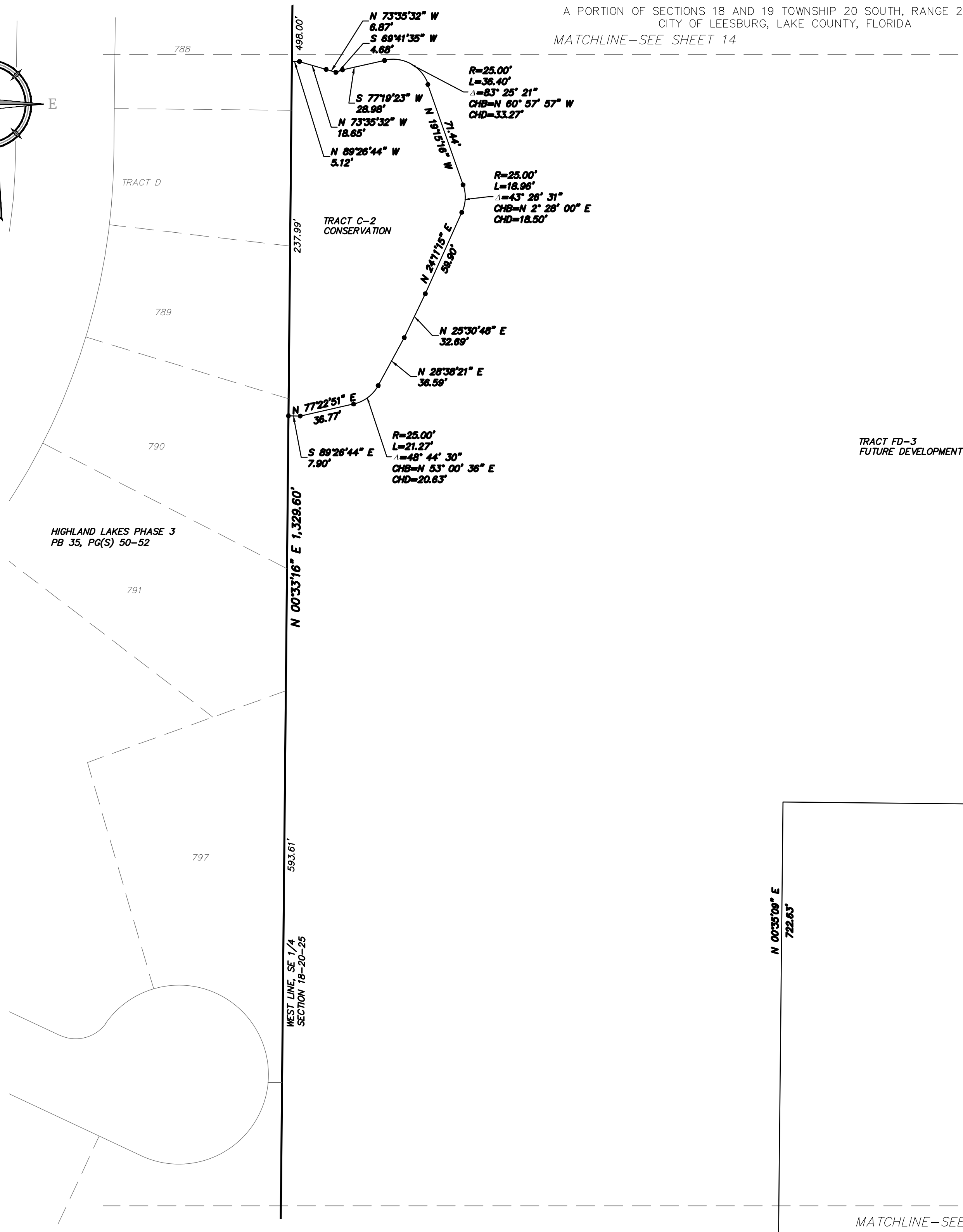
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50 0 50 100
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MATCHLINE-SEE SHEET 14



MATCHLINE—SEE SHEET 11

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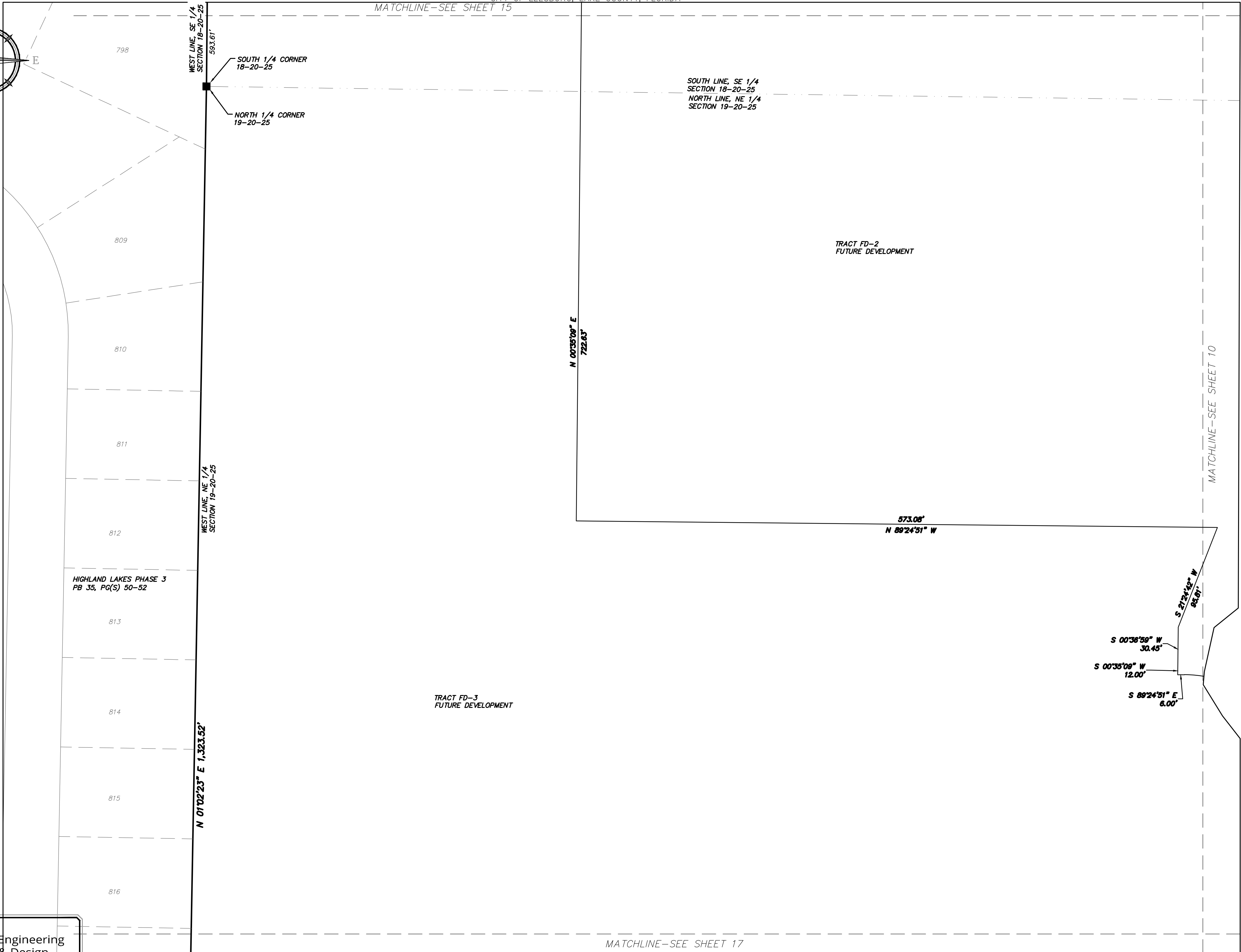
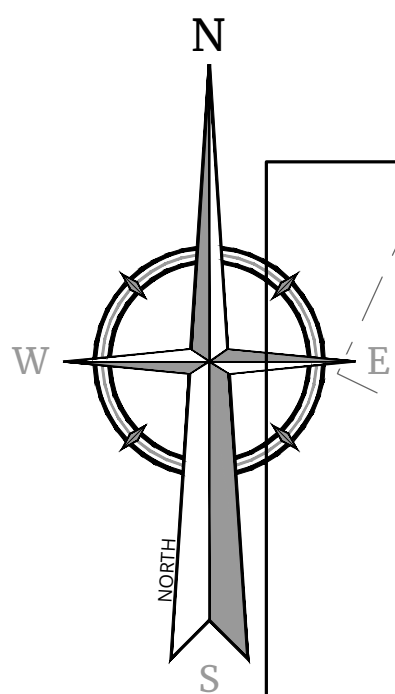
EAGLETAIL LANDING - PHASE 1

A PORTION OF SECTIONS 18 AND 19 TOWNSHIP 20 SOUTH, RANGE 25 EAST,
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SHEET 16 OF 17

MAP BOOK

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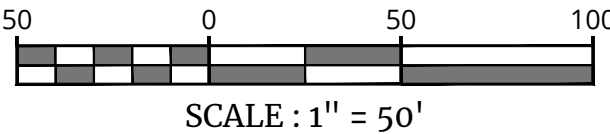
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EAGLETAIL LANDING - PHASE 1

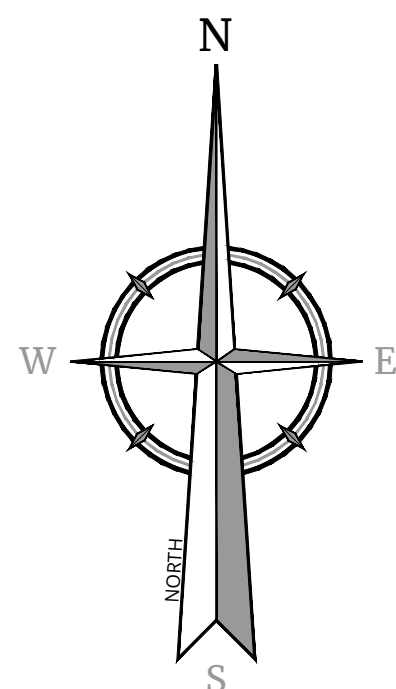
A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 20 SOUTH, RANGE 25 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA

MATCHLINE—SEE SHEET 16

SHEET 17 OF 17

MAP BOOK

PAGE



817

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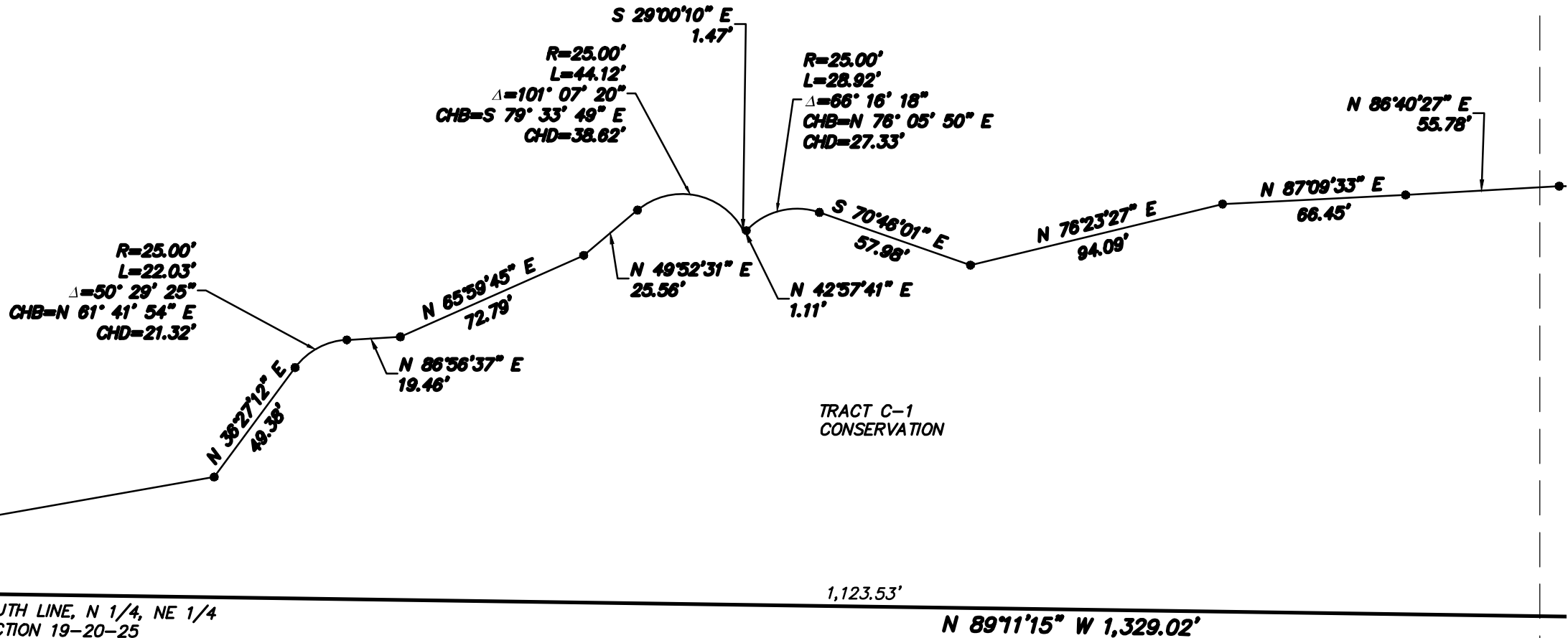
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N 01°02'23" E 1,323.52'

TRACT FD-3
FUTURE DEVELOPMENT

MATCHLINE—SEE SHEET 10



NOT PLATTED

Colliers Engineering & Design

www.colliersengineering.com
Doing Business as **MASER**
ORLANDO
1101 North Lake Destiny Road,
Suite 415
Maitland, FL 32751
Phone: 321.441.9405

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LEGEND AND ABBREVIATIONS

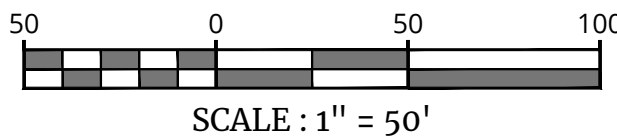
□ = SET 4"x 4" CM PRM LB 7388
● = PRM—SET NAIL/DISK PCP LB 7388
● = PCP—SET NAIL/DISK PCP LB 7388
PRM = PERMANENT REFERENCE MONUMENT
(NR) = NON-RADIAL LINE
(RAD) = RADIAL LINE
M.B. = MAP BOOK
O.R. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK

P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
C = CENTERLINE
N.T. = NON-TANGENT
P.T. = POINT OF TANGENCY
P.C. = POINT OF CURVATURE
P.I. = POINT OF INTERSECTION
P.C.C. = POINT OF COMPOUND CURVATURE
P.R.C. = POINT OF REVERSE CURVATURE

U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
R.P. = RADIUS POINT
CM = CONCRETE MONUMENT
LB = LICENSED BUSINESS
R = RADIUS
A = ARC LENGTH
Δ = CENTRAL ANGLE
CHB = CHORD BEARING
CHD = CHORD DISTANCE

LB = LICENSED BUSINESS
PC = PAGE
R/W = RIGHT OF WAY
U.E. = UTILITY EASEMENT
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
D.E. = DRAINAGE EASEMENT
U.E. = UTILITY EASEMENT

"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.



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: January 9, 2023

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 Change Order 1 to Purchase Order 527253 to GAI Consultants, Inc. for additional professional design services related to the Fuel Farm Project at the Leesburg International Airport; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution related to the Fuel Farm Project in an amount not to exceed \$89,920.00.

Analysis:

By Resolution 10,963, dated November 8, 2021, the Commission approved a Task Order with GAI Consultants, Inc., for design and bidding related to the Fuel Farm at the Leesburg International Airport. Additionally, by Resolution 10,962, the Commission accepted a FDOT Public Transportation Grant Agreement (PTGA), FM 444873-1-94-01, for 80% of the costs.

The first task of the design was preparation of a report; the pros and cons of rehabbing the fuel farm facility in its current location vs. relocating the facility to an alternative location depicted on the Master Plan. The Consultant, the City Manager, and the Airport Manager reviewed this report with the Airport Advisory Board. The Advisory Board's unanimous recommendation is to design and construct a new/relocated fuel farm facility.

The original scope and fee were based on the rehabilitation of the existing fuel facility. The relocation option includes a larger site, a new/larger Jet-A fuel tank, additional survey, geotechnical and permitting efforts. This change order provides for these additional professional services. Should the Commission approve the change order, staff will request an Amendment to the PTGA for 80% of the additional cost. Once the Amendment is executed by FDOT, GAI Consultants, Inc. will resume design services.

Additionally, the Airport Advisory Board has been in the process of building a 5-year CIP and organizing projects according to need and cash flow. Below is the 5 year-CIP plan the AP Board reviewed in December will work to formalize as new members are appointed to the Board in 2023.

AP Starting Cash Balance		\$ 2,700,000					
	ESTIMATED PROJECT COST	FY 23	FY 24	FY 25	2026	FY 27	
REVENUES		\$ 1,497,788	\$ 1,542,722	\$ 1,589,003	\$ 1,636,673	\$ 1,685,774	
REVENUES - GRANTS							
FDOT		\$ 2,400,000	\$ 1,200,000	\$ 1,935,000	\$ 360,000	\$ 1,288,000	
FAA		\$ 270,000	\$ -	\$ 2,960,000	\$ 900,000	\$ 990,000	
EXPENSES							
Operating		\$ 887,158	\$ 927,080	\$ 968,799	\$ 1,012,395	\$ 1,057,952	
EXPENSES - GRANT MATCH AND CIPS							
Veterans Road Hangar Infrastructure - Design	\$ 100,000	\$ 100,000					
Veterans Road Hangar Infrastructure - Construction	\$ 900,000	\$ 180,000					
Taxiway Rehabilitation - Design (D, A1, A2, A3)	\$ 300,000	\$ 30,000					
Taxiway Rehabilitation - Construction (D, A1, A2, A3)	\$ 2,000,000		\$ 40,000				
New Fuel Farm Replacement - Additional Design	\$ 100,000	\$ 20,000					
New Fuel Farm Replacement - Construction	\$ 3,500,000			\$ 700,000			
Hangar Infrastructure - Bidding & Construction	\$ 2,000,000	\$ 400,000					
Hangar Building - Bidding & Construction	\$ 1,500,000		\$ 300,000				
Hangar Building - Bidding & Construction	\$ 1,500,000		\$ 1,500,000				
Hangar Building - Bidding & Construction	\$ 1,500,000					\$ 300,000	
Wildlife Fence - Design	\$ 150,000			\$ 3,000			
Wildlife Fence (Phase 1) Construction	\$ 1,000,000				\$ 20,000		
Wildlife Fence (Phase 2) Construction	\$ 1,000,000					\$ 20,000	
Runway 4-22 Marking and Signage Update - Design, Bid & Const	\$ 350,000				\$ 70,000		
Taxilane Rehabilitation - Design	\$ 100,000					\$ 10,000	
SUB TOTAL - EXPENSES FOR GRANT MATCHES & CIPS	\$ 16,000,000	\$ 730,000	\$ 1,840,000	\$ 703,000	\$ 90,000	\$ 330,000	
TOTAL EXPENSES		\$ 1,617,158	\$ 2,767,080	\$ 1,671,799	\$ 1,102,395	\$ 1,387,952	
REVENUES-TOTAL EXPENSES		\$ (119,370)	\$ (1,224,358)	\$ (82,795)	\$ 534,279	\$ 297,821	
AP AVAILABLE CASH BALANCE		\$ 2,580,630	\$ 1,356,272	\$ 1,273,476	\$ 1,807,755	\$ 2,105,576	

Procurement Analysis:

The City has an existing Agreement for Professional Services on a Continuing Basis with GAI Consultants, Inc. This change order is being made under the terms and conditions of that continuing services agreement, and can be made in accordance with the City's agreement and Florida Statute 287.055 - Consultants Competitive Negotiation Act (CCNA).

Options:

1. Approve the resolution related to additional professional services related to the Fuel Farm Project; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The additional scope of work totals \$89,920.00. The funding will come from 20% or \$17,984 from available Airport Capital Projects funds; the remaining 80% or \$71,936 will come from an FDOT reimbursable grant.

Account No. 048-8099-542-31.30
Project No. 480003
WF No. 1383912/1
Requisition 55124

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE CHANGE ORDER 1 TO PURCHASE ORDER 527253 TO GAI CONSULTANTS, INC. FOR ADDITIONAL PROFESSIONAL DESIGN SERVICES RELATED TO THE FUEL FARM PROJECT 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 an agreement with GAI Consultants, Inc., whose address is 618 E. South Street, Suite 700, Orlando, Florida 32801, for professional design services related to the Airport Fuel Farm Project pursuant to an existing Professional Services Agreement on a Continuing Basis.

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 9th day of January 2023.

Mayor

ATTEST:

City Clerk



**SCOPE OF SERVICES FOR
LEESBURG INTERNATIONAL AIRPORT
FUEL FARM REHABILITATION
(ADDITIONAL DESIGN AND BIDDING SERVICES)**

Project Description: The Leesburg International Airport (LEE) owns two (2) 12,000-gallon fuel tanks. One tank contains 100 Octane Low Lead (LL) fuel or Avgas and provides self-serve to the public as well as supplying fuel storage for the FBO to use for over the wing service. The second tank contains Jet A fuel, which provides storage for the FBO's use, to provide into-the-plane Jet A service. The existing fuel farm and its associated apron are located east of Taxiway B next to the ATCT.

This project will provide a comparison of rehabilitating the existing fuel farm in place vs. relocating the fuel farm to an alternative location shown in the Airport Master Plan. A schematic design report will present the two options and their pertinent information to inform the Airport's direction for the project. Once a location has been selected, the fuel farm will be designed to meet current standards, provide airside and landside access, an aircraft wash area, and restroom amenities. **At the completion of the Schematic Design Report, the option of relocating the fuel farm was selected. The original scope and fee were based on the rehabilitation of the existing fuel facility. The relocation option includes a larger site, new/larger fuel tanks, additional survey, geotechnical and permitting efforts not included in the original scope of work.**

Project Justification: The existing fuel farm was installed in 2002, and while it has been regularly maintained, an inspection of the tanks should be conducted to determine the overall condition of the facility. The mechanical portions of the fuel facility (pumps, motors, valves) will also be inspected, and recommendations for repair or replacement will be made during preliminary design. The apron serving the existing fuel facility has experienced structural deficiencies in the past and based on the 2019 FDOT Pavement Management Report the apron has a PCI of 26, or very poor.

If the facility is relocated, then an entirely new fuel facility will be placed on the new site which will include an aircraft fueling apron, taxiway connection, landside access, utility connections, stormwater facilities, and spill containment areas. If the existing facility is rehabilitated, the tanks and mechanical components of the system will be evaluated and replaced or repaired, the existing apron will be reconstructed, and existing stormwater facilities will be improved.

Tasks and Cost: This scope of services includes Additional Design, Permitting and Bidding Services. Total Lump Sum cost of this additional scope of services is **\$89,920.00.**

DESIGN SERVICES INCLUDES:

Task 1 – Schematic Design Report (COMPLETED)

Task 2 - Preliminary Site Design / 30% Plans (\$28,630.00)

Task 1 services will involve preliminary site design and the production of 30% Plans. The Task shall include:

- Acquire Topographic Survey,
- Acquire Geotechnical Information,
- Develop Preliminary Plans,
- Develop Pavement Design, and
- Update Cost Estimate.

The Consultant will prepare 30% Plans and 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 60% Construction Documents.

Task 3 – Design Development / 60% Plans (\$33,900.00)

The Consultant shall address any changes requested by the OWNER at the 30% Review Meeting in this Phase. Upon issuance of the Notice to Proceed, the Consultant will proceed with the 60% Plans to include the following:

- Incorporate OWNER Comments,
- Field Verify Topographic Survey
- Update Preliminary Plans,
- Develop Draft CSPP,
- Submittal to FAA OE/AAA (Airspace Review),
- Develop General and Technical Specifications,
- Submit SJRWMD Stormwater Permit Application
- Submit FDEP Permit Applications, and
- Update Cost Estimate.

The Consultant will prepare 60% Plans, Specifications, and 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 4 – Construction Documents / 100% Plans (\$27,390.00)

The Consultant shall address any changes requested by the OWNER at the 60% 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/Permit Agency Comments,
- Finalize Design Plans,
- Final Front-End Documents
- Final Technical Specs, General Provisions/Supplementary Conditions
- Final Quantities and Bid Schedule
- Final Construction Phasing and Schedule, and
- Final Cost Estimate.

The Consultant will prepare Bidding Documents, Final Plans, and Final 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 to bidding.

Task 5 – Bidding Services (ORIGINAL SCOPE UNCHANGED)

DESIGN 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 Design Report - **COMPLETED**.
- Preliminary Design / 30% Plans - Three (3) copies of the Schematic Plans in 24"x36" format and one PDF file will be submitted to the OWNER for distribution.
- Preliminary Design / 60% Plans - Three (3) copies of the 60% Plans in 24"x36" format, a draft set of specifications and front-end documents, and one PDF file will be submitted to the OWNER for distribution.
- Final Design / 100% Plans - Three (3) copies of the 100% Plans in 24"x36" format, a final set of specifications, front-end documents, Engineer's Opinion of Probable Construction Cost, and one PDF file will be submitted to the OWNER for distribution.
- A signed and sealed plan set and bid documents, and one PDF file shall be provided for the OWNER's records.
- Bidding – Engineer's Recommendation of Award.

FEE PROPOSAL
ADDITIONAL DESIGN AND BIDDING SERVICES FOR FUEL FARM REHABILITATION
LEESBURG INTERNATIONAL AIRPORT

LABOR SUMMARY

TASK	DESCRIPTION	Technical/Professional 23		Technical/Professional 11		Technical/Professional 07		Technical/Professional 04		Subconsultant	Labor Costs	
		Rate/Hour:	\$ 265	Rate/Hour:	\$ 160	Rate/Hour:	\$ 125	Rate/Hour:	\$ 90		Cost	Hours
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost			
1	SCHEMATIC DESIGN											
1.1	Task Completed		\$ -		\$ -		\$ -		\$ -	\$ -	0	\$ -
1.2			\$ -		\$ -		\$ -		\$ -	\$ -	0	\$ -
1.3			\$ -		\$ -		\$ -		\$ -	\$ -	0	\$ -
1.4			\$ -		\$ -		\$ -		\$ -	\$ -	0	\$ -
1.5			\$ -		\$ -		\$ -		\$ -	\$ -	0	\$ -
1.6			\$ -		\$ -		\$ -		\$ -	\$ -	0	\$ -
1.7			\$ -		\$ -		\$ -		\$ -	\$ -	0	\$ -
1.8			\$ -		\$ -		\$ -		\$ -	\$ -	0	\$ -
1.9			\$ -		\$ -		\$ -		\$ -	\$ -	0	\$ -
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	0	\$ -
2	PRELIMINARY SITE DESIGN / 30% PLANS											
2.1	General Coordination with OWNER		\$ -	4	\$ 640		\$ -		\$ -	\$ -	4	\$ 640
2.2	Acquire Topographic Survey		\$ -	4	\$ 640	4	\$ 500	8	\$ 720	\$ 3,500	16	\$ 5,360
2.3	Acquire Geotechnical Information		\$ -	4	\$ 640	4	\$ 500	8	\$ 720	\$ 3,310	16	\$ 5,170
2.4	Develop Preliminary Site Plans		\$ -	8	\$ 1,280	8	\$ 1,000	80	\$ 7,200	\$ -	96	\$ 9,480
2.5	Develop Pavement Design		\$ -	4	\$ 640	8	\$ 1,000	8	\$ 720	\$ -	20	\$ 2,360
2.6	Update Cost Estimate		\$ -	4	\$ 640	4	\$ 500	8	\$ 720	\$ -	16	\$ 1,860
2.7	QA/QC Review	4	\$ 1,060		\$ -		\$ -		\$ -	\$ -	4	\$ 1,060
2.8	Design Review Meeting	4	\$ 1,060	4	\$ 640	8	\$ 1,000		\$ -	\$ -	16	\$ 2,700
	Subtotal	8	\$ 2,120	32	\$ 5,120	36	\$ 4,500	112	\$ 10,080	\$ 6,810	188	\$ 28,630
3	DESIGN DEVELOPMENT / 60% PLANS											
3.1	General Coordination with OWNER		\$ -	2	\$ 320		\$ -		\$ -	\$ -	2	\$ 320
3.2	Incorporate Owner Comments		\$ -	2	\$ 320	4	\$ 500	8	\$ 720	\$ -	14	\$ 1,540
3.3	Field verify topographic survey		\$ -	8	\$ 1,280	4	\$ 500		\$ -	\$ -	12	\$ 1,780
3.4	Update Preliminary Plans		\$ -	8	\$ 1,280	8	\$ 1,000	40	\$ 3,600	\$ 3,000	56	\$ 8,880
3.5	Develop Draft CSPP		\$ -	8	\$ 1,280	8	\$ 1,000	16	\$ 1,440	\$ -	32	\$ 3,720
3.6	Submittal to FAA OE/AAA (Airspace Review)		\$ -	4	\$ 640	4	\$ 500	8	\$ 720	\$ -	16	\$ 1,860
3.7	Develop General and Technical Specifications		\$ -	8	\$ 1,280	8	\$ 1,000	8	\$ 720	\$ 2,000	24	\$ 5,000
3.8	Submit SJRWMD Stormwater Permit Application		\$ -	4	\$ 640	16	\$ 2,000	8	\$ 720	\$ -	28	\$ 3,360
3.9	Submit FDEP Permit Applications		\$ -	2	\$ 320		\$ -		\$ -	\$ 1,000	2	\$ 1,320
3.10	Update Cost Estimate		\$ -	4	\$ 640	8	\$ 1,000	8	\$ 720	\$ 500	20	\$ 2,860
3.11	QA/QC	4	\$ 1,060		\$ -		\$ -		\$ -	\$ -	4	\$ 1,060
3.12	Design Review Meeting	4	\$ 1,060	4	\$ 640	4	\$ 500		\$ -	\$ -	12	\$ 2,200
	Subtotal	8	\$ 2,120	54	\$ 8,640	64	\$ 8,000	96	\$ 8,640	\$ 6,500	222	\$ 33,900
4	CONSTRUCTION DOCUMENTS / 100% PLANS											
4.1	General Coordination with OWNER		\$ -	2	\$ 320		\$ -		\$ -	\$ -	2	\$ 320
4.2	Incorporate OWNER/Permit Agency Comments		\$ -	2	\$ 320	2	\$ 250	24	\$ 2,160	\$ -	28	\$ 2,730
4.3	Final Design Plans		\$ -	2	\$ 320	16	\$ 2,000	40	\$ 3,600	\$ 2,500	58	\$ 8,420
4.4	Final Front-End Documents		\$ -	4	\$ 640	4	\$ 500	8	\$ 720	\$ -	16	\$ 1,860
4.5	Final Technical Specs, General Provisions/Supplementary Conditions		\$ -	4	\$ 640	8	\$ 1,000	8	\$ 720	\$ 1,000	20	\$ 3,360
4.6	Final Quantities and Bid Schedule		\$ -	4	\$ 640	8	\$ 1,000	8	\$ 720	\$ -	20	\$ 2,360
4.7	Final Construction Phasing and Schedule		\$ -	4	\$ 640	8	\$ 1,000	16	\$ 1,440	\$ -	28	\$ 3,080
4.8	Final Cost Estimate		\$ -	4	\$ 640	4	\$ 500	4	\$ 360	\$ 500	12	\$ 2,000
4.9	QA/QC	4	\$ 1,060		\$ -		\$ -		\$ -	\$ -	4	\$ 1,060
4.10	Design Review Meeting	4	\$ 1,060	4	\$ 640	4	\$ 500		\$ -	\$ -	12	\$ 2,200
	Subtotal	8	\$ 2,120	30	\$ 4,800	54	\$ 6,750	108	\$ 9,720	\$ 4,000	200	\$ 27,390
5	BIDDING SERVICES											
5.1	Original Scope Unchanged		\$ -		\$ -		\$ -		\$ -	\$ -	0	\$ -
5.2			\$ -		\$ -		\$ -		\$ -	\$ -	0	\$ -
5.3			\$ -		\$ -		\$ -		\$ -	\$ -	0	\$ -
5.4			\$ -		\$ -		\$ -		\$ -	\$ -	0	\$ -
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	0	\$ -
Total Labor and Expenses		24	\$ 6,360	116	\$ 18,560	154	\$ 19,250	316	\$ 28,440	\$ 17,310	610	\$ 89,920

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

THIS TASK ORDER is made as of the 9th day of January in the year 2023, 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”).

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, on November 8, 2021, the CITY and the PROFESSIONAL entered into a Written Task Order for professional services providing design and bidding services for the Leesburg International Airport Fuel Farm Rehabilitation.

WHEREAS, the CITY and the PROFESSIONAL desire to enter into a Written Task Order (hereinafter referred to as “Task Order”) for additional professional services providing design and bidding 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
FUEL FARM REHABILITATION
(ADDITIONAL DESIGN AND BIDDING SERVICES)**

3. **Compensation.**

The PROFESSIONAL shall perform the Scope of Services for an amount of **\$89,920.00**. 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.

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

GAI CONSULTANTS, INC.

By: _____

Printed: _____

Its: _____
(Title)

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

J. Andi Purvis, City Clerk

APPROVED AS TO FORM:

William Watson, City Attorney

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: January 9, 2023

From: Robert Thilmony, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing and directing the Mayor and City Clerk to execute a natural gas service agreement between the City of Leesburg and Alcazar Development Group V, LLC for the purpose of setting forth the terms and conditions under which the City of Leesburg will supply natural gas service to the development referred to as Silver Lake Villas; and providing an effective date.

Staff Recommendation:

Staff recommends approval of gas service agreement with Alcazar Development Group V, LLC.

Analysis:

Alcazar Development Group V, LLC is developing a Subdivision of two hundred and fifty - six villa units located off of CR 44 and N. Silver Lake Road. Section 22-7 of the Code of Ordinances requires the owner to utilize natural gas for eighty percent of the planned 256 villas within the development. The estimated cost of the infrastructure, which will be fully funded by the developer, is \$280,872.21.

Procurement Analysis:

N/A

Options:

1. Approve the Gas Service Agreement with Alcazar Development Group V, LLC; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The developer will place construction funds totaling \$280,873.21 into an escrow account sufficient to fully fund the project. A budget adjustment will be processed to add these funds to the current budget.

Account No. 042-0000-223-3100

WF No. 1461289 & 1461290

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING AND DIRECTING THE MAYOR AND CITY
CLERK TO EXECUTE A NATURAL GAS SERVICE AGREEMENT BETWEEN
THE CITY OF LEESBURG AND ALCAZAR DEVELOPMENT GROUP V, LLC
FOR THE PURPOSE OF SETTING FORTH THE TERMS AND CONDITIONS
UNDER WHICH THE CITY OF LEESBURG WILL SUPPLY NATURAL GAS
SERVICE TO THE DEVELOPMENT REFERRED TO AS SILVER LAKE
VILLAS; 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 and directed to execute a Gas Service Agreement between the City of Leesburg and Alcazar Development Group V, LLC for the purpose of setting forth the terms under which the City will provide natural gas service to the development known as Silver Lake Villas.

THAT this resolution shall take effect 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 9th day of January 2023.

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 12 day of December, 2022 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as "City"), and Alcazar Development Group V, LLC located at 7520 SW 57 Avenue, Suite G, Miami, Florida, 33143 (hereinafter jointly referred to as "Owner"), sometimes collectively referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, Owner is the current owner of the following real property located in Leesburg, Lake County, Florida (the "Property"):

See Exhibit "A" attached hereto

Parcel Identification Number(s): 01-19-25-0500-033-00600

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for "Silver Lake Villas" (the "Development"); and

WHEREAS, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, requires that Owner utilize natural gas in connection with development of the Property; and

WHEREAS, the City has agreed to provide natural gas service to the Property under the terms and conditions set forth below.

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

1. The City shall, subject to the provisions of this Agreement, supply natural gas service which shall include main, service and meter installations, to the Property. Owner shall be responsible for installing and connecting all natural gas appliances to the outlet of City gas meters. A map of the Development is attached hereto as Exhibit "B" and by reference is made a part hereof. City shall provide such natural gas service from the supply line, including the gas meter.

2. Owner shall ensure that not less than eighty percent (80%) of the planned two hundred fifty-six (256) units within the Development are equipped with:

- A. A natural gas water heater; and
- B. A natural gas furnace or Hydro-heat.

3. The Parties understand that the City is relying upon the assurances from Owner as the primary consideration for the execution of this Agreement.

4. The Owner is obligated to pay the full cost of the infrastructure required to serve the Property and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The Owner's estimated costs of the infrastructure to be funded by Owner as set forth below, is two hundred eighty thousand eight hundred seventy-three dollars and twenty-one cents (\$280,873.21). Fifteen (15) days prior to construction, Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development and Property.

5. The City will contract for, or at its option, have done by in house personnel, the actual installation of the infrastructure. The City will follow all legal requirements for bidding and award of the contract. If at any time the City reasonably anticipates that the cost of construction will exceed the original estimate, it shall notify Owner in writing as soon as practicable. In turn, Owner shall within 15 days of such notice, place into the escrow account an amount sufficient to cover the increased costs of the construction. If Owner fails to place the additional funds into the escrow account, the City at its option may halt construction of the infrastructure until Owner deposits the additional funds, together with any other costs incurred as a result of the cessation of construction, into the escrow account.

6. The City shall both own and maintain the natural gas system on the Property up to and including the natural gas meter. The natural gas system from the outlet of the gas meter to the appliance utilizing the natural gas shall be maintained by the Owner and Owner's heirs, successors, or assigns. 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 Owner and/or Owner's 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 Owner shall be responsible for paying 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.

7. The Owner shall grant to the City all easements needed to install, operate, maintain, repair, and replace the natural gas pipelines on the 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 Owner 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 on the Property.

8. The Owner shall locate natural gas service meters on the side of each building in a manner to allow for two buildings to be serviced by one service line wherever possible. The City may require that these services be located on the same side of the building as the electric or water service.

9. The City shall bear responsibility for installing all gas piping and other gas infrastructure, up to and including the meters, necessary to supply the natural gas service reflected in this Agreement. Owner and City will share trench space, which will be dug by the Owner's water and or electric utility contractor at no charge to the City. Each unit within the Development will be individually metered.

10. The City shall provide, when requested, individual residential unit hookups to the natural gas system within the Development. 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.

11. Owner agrees to pay any and all costs that City incurs in the collection of any unpaid reimbursement fees from Owner, 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.

12. If the developer fails to pay the funds required under this Agreement or otherwise defaults under the terms of this agreement, the City is not obligated to install the natural gas infrastructure in the development, may discontinue installation and may terminate this Agreement. In addition, the City may suspend issuance of any and all permits for construction on the Property or within the Development until such time as Owner has paid the amount due and the natural gas service Agreement has been reinstated.

13. The Parties 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.

14. 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.

15. This Agreement may be assigned to any successor of the Owner, 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.

16. 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 both parties hereto.

17. 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 herein above written.

CITY OF LEESBURG

BY: _____
Mike Pederson, Mayor

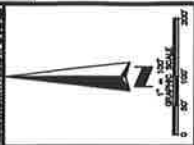
ATTEST:

City Clerk

Approved as to form and content:

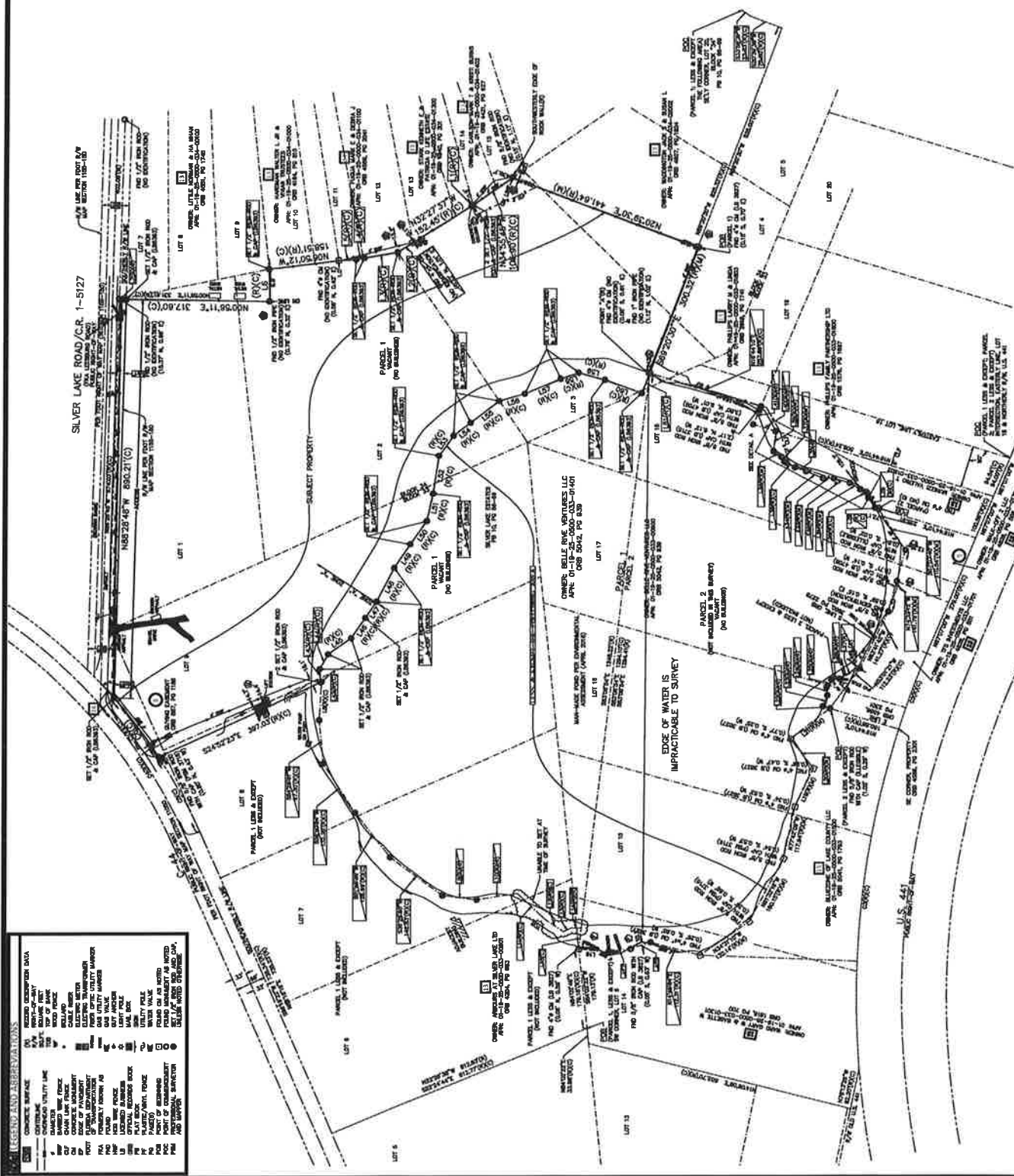
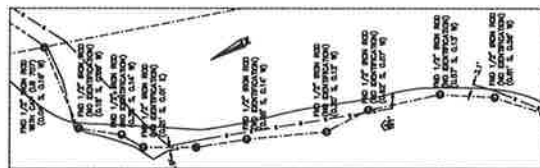
City Attorney

BY:  _____
Justo Fernandez
Managing Member
Alcazar Development Group V, LLC



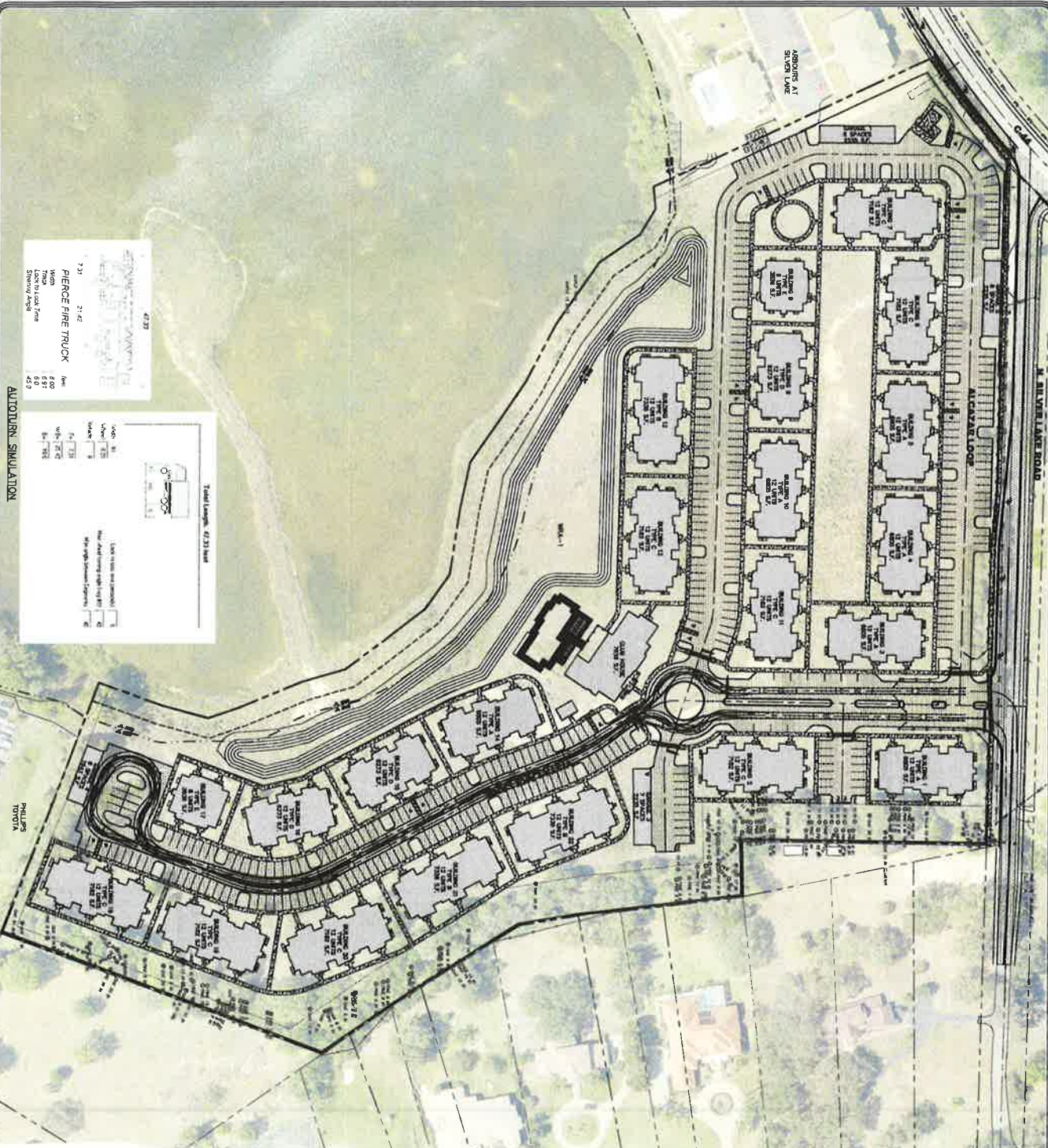
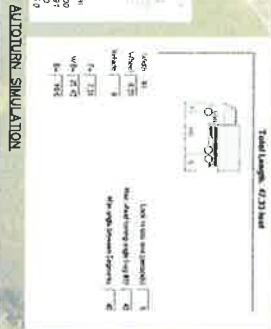
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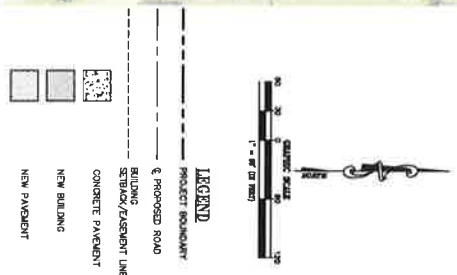


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7-31 21-42
PIERCE FIRE TRUCK
 WOOD 8.00
 TRUCK 6.51
 SMOKE 4.50
 SMOKE 4.50



- SITE DATA:**
- TOTAL PROJECT AREA: 858,856 sq ft OR 19.371 AC.
PROPOSED TOTAL IMPROVEMENTS AREA: 408,535 sq ft OR 9.306 AC.
PROPOSED OR: 0.48
 - ZONING: PROPOSED ZONING IS (PUD-18-12) (R-3) HIGH DENSITY RESIDENTIAL. ADJACENT ZONING IS (R-1).
 - PROPOSED APARTMENT COMMUNITY
 - MAX HEIGHT IS 3 STORIES OR 42'; (PROPOSED 1 STORY APARTMENTS)
 - STRUCTURE: CONSTRUCTION TYPE A-22
BUILDING: CONSTRUCTION TYPE A-8
POOL: CONSTRUCTION TYPE A-8
CHIMNEY: CONSTRUCTION TYPE A-8
N/A
 - FIRE FLOW DEMAND REQUIRED -
 - (GRADE 1) 226 UNITS TOTAL
1.5 SPACES PER UNIT - 266 UNITS TOTAL (154 SPACES)
 - IMPROVED: 15'x20'
REGULAR 10'x20'
CONCRETE
15 SPACES
343 SPACES
352 SPACES
 - WATER AND SEWER TO BE SUPPLIED BY CITY OF LEESBURG
 - STORMWATER MANAGEMENT - PROPOSED DRY RETENTION POND
 - PROJECT SLOPE: CONCRETE SAND
 - SETBACKS:
NORTH: 20'
EAST: 20'
WEST: 30'
SOUTH: 30'
LOC OF TRAVEL LANE
 - BOUNDARY SURVEY PROVIDED BY ARDICHON SURVEYING & MAPPING, INC. ON SITE.
 - PERMITS: PERMITS SHALL BE OBTAINED BY THE COUNTY.
 - FIRE PROTECTION: FIRE PROTECTION SHALL BE PROVIDED BY THE COUNTY.
 - UNDER CONSTRUCTION: UNDER CONSTRUCTION SHALL BE PROVIDED BY THE COUNTY.
 - PERMITS: PERMITS SHALL BE OBTAINED BY THE COUNTY.



Drawn: RAP
 Checked: KRW
 Date: 2/15/22
 Scale: AS SHOWN
 File No.: 2011B
 Sheet: 5 Of: 25



SILVER LAKE VILLAS
OVERALL SITE PLAN
LEESBURG, FLORIDA 34788

ALCAZAR DEVELOPMENT GROUP V
 7520 SW 57TH AVENUE, SUITE G
 MIAMI, FL 33143

Wicks Engineering Services, Inc.
 225 West Main Street, Tallahassee, Florida 32308
 www.wicksengineering.com (352) 343-8667
 CA #30062

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: January 9, 2023

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida approving a Downtown Leesburg Building Redevelopment Grant to Brick City Hospitality Group, LLC, for renovations at 215 W Main Street; and providing an effective date.

Staff Recommendation:

Approve the Downtown Leesburg Building Redevelopment Grant for 215 W Main Street in the amount of \$250,000.

Analysis:

Mr. Bryan Caracciolo of Brick City Hospitality Group, LLC (Ocala, FL) recently purchased the property located at 215 West Main Street. This is an ideal building for the downtown redevelopment building grant as it is a multi-story building and in disrepair. Mr. Caraccilolo is an experienced commercial developer and has multiple successful enterprises in Ocala, Florida. The grant application is complete and qualifies for the City's redevelopment grant program. Mr. Caracciolo provided a \$1,053,500 redevelopment budget.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Funds are available in the Downtown Building Redevelopment program.

Account No. 001-1295-519-8219

Project No. DWNRED

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA APPROVING A DOWNTOWN LEESBURG BUILDING
REDEVELOPMENT GRANT TO BRICK CITY HOSPITALITY GROUP, LLC,
FOR RENOVATIONS AT 215 W MAIN STREET; 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 Downtown Leesburg Building Redevelopment Grant with Brick City Hospitality Group, LLC, whose address is 4330 W U.S. Highway 441, Ocala, Florida 34475 for the amount of \$250,000.00.

THAT the grant is payable upon proper execution of the Grant Agreement and review from the City Manager.

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 9th day of January 2023.

Mayor

ATTEST:

City Clerk

DOWNTOWN LEESBURG BUILDING REDEVELOPMENT GRANT

Exhibit "B" Application

1. Project Location

Address of Property to be Improved:

215 West Main Street Leesburg FL

Assessor Parcel Number(s):

26-14-24-3300-0000-00500

Name of Business(es) in Project:

Brick City Hospitality Group, LLC

2. Applicant Information

Name:

Bryan Carraciolo

Mailing Address:

4330 W US HWY 441 #1

City:

Ocala

State:

FL

Zip:

34475

Phone:

352-304-1323

Email:

bryan@7688@hotmail.com

Do you own, rent or lease the subject property?

Owner

*If you are not the owner, the owner will need to co-sign the application.

3. Description of Proposed Improvements

Redevelop 215 West Main Street into multi use space with restaurant space on first floor & Apartments on 2nd floor. Complete interior & exterior remodel including new electrical, plumbing, mechanical, wall finishes, windows, doors & more.

4. Estimated Costs of Project

~~\$1,053,500.00~~



Please acknowledge that a detailed cost estimated for the total project and estimates of

improvement which are eligible to be funded with this grant has been attached with this submission.

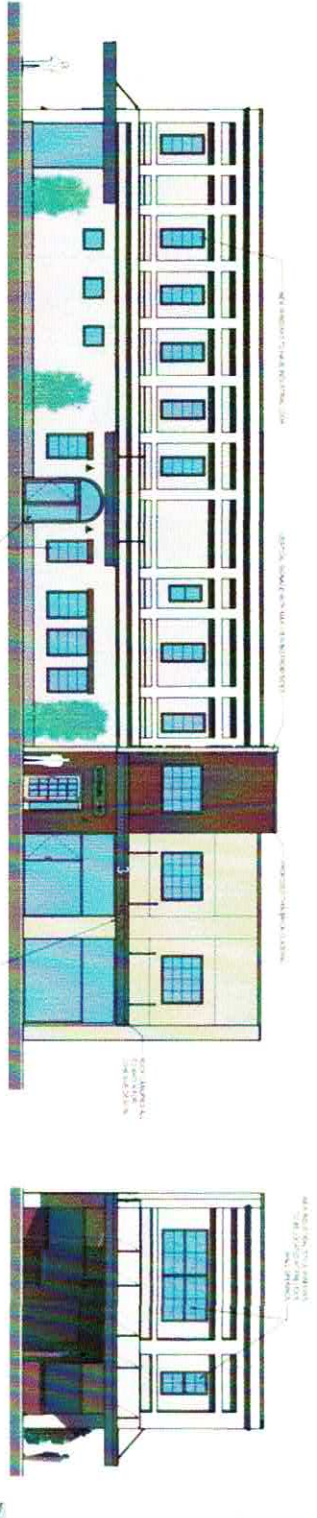


12/26/22

215 West Main Street Leesburg FL
Existing Facade Conditions



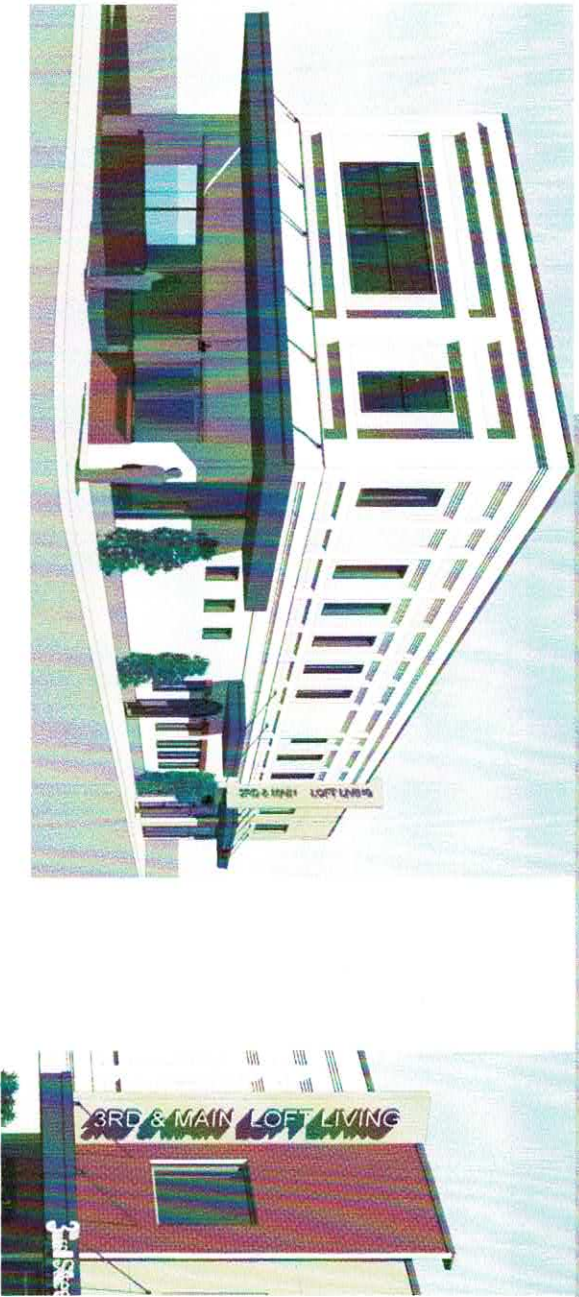
215 West Main Street Leesburg FL Brick City Hospitality Group Remodel Renderings



4 SOUTH 3RD - PROPOSED



1 MAIN STREET - PROPOSED





215 West Main St Leesburg - BWC Construction

Division	Service / Trade	Contractor / Company	Bid	Notes:
1	Engineering / Architecture		\$20,000.00	
2	Site	N/A	\$0.00	
	Landscape	N/A	\$0.00	
	Hardscape	N/A	\$0.00	
	Gutters and Downspouts	BWC	\$2,500.00	Rear of building gutter replacement
	Site Grouting (Budget Item)	N/A	\$0.00	
	Site Undercut	N/A	\$0.00	
3	Concrete	N/A	\$5,000.00	Patch Floor Cuts in Retalls.
4	Masonry	DIV VI Masonry	\$5,000.00	Patch Repair Exterior Openings
5	Aluminum	BWC	\$25,000.00	Canopies - Fabrication & Install
	Fencing	BWC	\$1,000.00	Construction Temp Fencing
	Railings	Rad Door Machine	\$11,500.00	Stairs Railings in Apartments common areas
6	Cabinets / Tops	BWC	\$40,000.00	Apartment cabinets supply and install.
	Framing	BWC	\$20,000.00	Framing as needed in retail and apartments.
	Trusses (Floor & Roof)	N/A	\$0.00	
	Trim/Base (Materials)	Romac	\$20,000.00	Supply
	Trim (Labor)	BWC	\$20,000.00	Install
	Siding	Exterior Finishing	\$3,500.00	
7	Roofing	BWC	\$10,000.00	BWC roof coating
	Stucco	Exterior Finishing	\$22,000.00	Patching as needed.
	Brick Veneer	Exterior Finishing	\$10,000.00	Patching as needed
	Insulation	SunCoast	\$12,500.00	Insulation supply and install throughout.
8	Windows	Romac	\$45,000.00	Exterior windows and skylight repair
	Doors (Front)	Romac	\$8,500.00	Exterior doors throughout
	Doors	Romac	\$12,000.00	Interior doors throughout.
	Hardware	KP Direct	\$5,500.00	Door and finish hardware throughout.
	Garage Doors	N/A	\$0.00	
9	Drywall	BWC	\$60,000.00	Drywall supply and install.
	Flooring - Labor	BWC	\$40,000.00	Apartment and retail flooring install.
	Flooring Materials	Floor and Decor	\$50,000.00	Apartment and retail flooring supply.
	Shower Tile Materials	Floor and Decor	\$6,000.00	Apartment tile supply.
	Shower Tiles	Install	\$12,000.00	Apartment tile installation
	Painting	BWC	\$50,000.00	Interior and Exterior Painting
	Shower Glass Doors	N/A	\$0.00	
10	Specialties	KP Direct	\$15,000.00	Apartment appliances.
	Appliances			

Apartments (6):
TOTAL AC SQ FT: 2,994

Common First Floor
Common Second Flo

Retail Unit 1:
TOTAL AC SQ FT: 1,961

Retail Unit 2:
TOTAL AC SQ FT: 987

Division	Service / Trade	Contractor / Company	Bid	Notes:
	Appliance Hook-up	BWC	\$2,250.00	Apartment budget for installs.
11	Restaurant Equipment	BWC	\$50,000.00	Commercial Kitchen Fixed Equipment Hood, Walk-in, other (Not including wheel in units)
12	FF&E	N/A	\$0.00	
13	Pool	N/A	\$0.00	
	Fire Protection	N/A	\$0.00	Not required
	Fire Signage & Other	BWC Construction	\$1,500.00	Fire extinguishers, fire signage throughout, panic door hardware.
14	Elevator	N/A	\$0.00	
15	Plumbing & Gas	SMC	\$125,000.00	Plumbing of 6 apartments and 2 retail spaces. Including Bathroom Fixtures
	HVAC	DJ Cooling	\$90,000.00	6 split systems up stairs and 3 central systems in retail spaces with duct work.
	Teco Meter	TECO	\$2,000.00	TECO gas meter and extension.
	Electric	Hammond Electric	\$75,000.00	New electrical thought building
	Data / IT	BWC	\$15,000.00	Low voltage and data line work
	Lighting Fixtures (6 Units)	Budget	\$12,000.00	Apartment lighting budgets.
	Lighting (2 Retail Units)	Budget	\$12,500.00	Retail units budget.
	Water Meters & Backflows	Meters Deposits / Backflow	\$7,000.00	Meter and back-flows.
	Onsite Equipment Rental	Sunbelt Rentals	\$9,500.00	Exterior man lift, Interior scissor lift for 2 months.
	Dumpsters	FL Express	\$8,000.00	Clean out, demo, and new construction.
	Porta Potty Service	FL Express	\$1,750.00	
	General Conditions	Overall General Conditions	\$50,000.00	
	Contingency	BWC	\$0.00	
	Builders Risk	Owner Builders Risk Policy (Owner supplies)	\$20,000.00	BWC Builders Risk Policy on building and project.
	GC / CM FEE	BWC Construction	\$0.00	BWC
	CM Supervision Fees	BWC Construction	\$40,000.00	Hard Supervision Cost of project.
	TOTAL:		\$1053500.00	

Not included in construction break-down above:

- Apartments FFE (Other than appliances - Over \$20k)
- Retail & Restaurant FFE (Chairs/Tables/Removable Kitchen Equipment/Fixtures - Over \$100k)

Municipal Lien Search Report

215 W Main Street, Leesburg, Florida, 34748

Owner(s): TGRJR, LLC

Our File #: 22-1886079

Parcel ID: 26-19-24-3300-000-00500

✓ Taxes

2022: PAID
2021: PAID
2020: PAID
Taxes Owed Prior to 2020?: NO
Tangible Taxes: PAID

✓ Code Enforcement

Code Issues: NO
NOTICE: THERE MAY BE CODE ENFORCEMENT LIENS ON THIS PROPERTY. PLEASE REFER TO YOUR TITLE SEARCH.

✓ Permitting

Permit Status: Closed
Building Code Violations: NO

✓ Public Works

Services: Sewer, Solid Waste, Water & Storm Water
Amount Due: N/A
Utility Liens: N/A

Completed By: Kelly Hogan

Report Compiled on: 12/6/22



941-444-7142



941.214.1132



support@proplogix.com

DAVID W. JORDAN
LAKE COUNTY TAX COLLECTORNOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
2022 Paid Real Estate

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
2619243300-000-00500		1725712	00L1

TGRJR LLC
5650 MARION COUNTY RD
LADY LAKE, FL 32159**215 W MAIN ST**LEESBURG, S OF MAIN ST BEG AT NW COR
OF LOT 5 RUN S 116.3 FT, E TO E BDRY OF
LOT 4, N TO SE COR OF N 1/2 OF LOT 4, W
TO SW COR OF N 1/2 OF LOT
See Additional Legal on Tax Roll

PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR • PO BOX 327 • TAVARES, FL 32278-0327 • 352-343-9602

AD VALOREM TAXES					
TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION AMT	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED
LAKE COUNTY GENERAL	312,092	0	312,092	5.0364	1,571.82
AMBULANCE MSTU	312,092	0	312,092	0.4629	144.47
ENVIRON LAND PURCHASE	312,092	0	312,092	0.0918	28.65
WATER AUTHORITY	312,092	0	312,092	0.3083	96.22
PUBLIC SCHOOLS					
BY STATE LAW	312,092	0	312,092	3.2500	1,014.30
BY LOCAL BOARD	312,092	0	312,092	2.9980	935.65
CITY OF LEESBURG	312,092	0	312,092	4.0192	1,254.36
ST JOHNS WATER MGMT	312,092	0	312,092	0.1974	61.61
N LAKE CNTY HOSP	312,092	0	312,092	0.5000	156.05
TOTAL:					16,8640 \$5,263.13

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
F100 LEESBURG FIRE, NON-RES		380.50

NON-AD VALOREM ASSESSMENTS:		\$380.50
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COMBINED TAXES AND ASSESSMENTS: \$5,643.63

If Paid By Please Pay	Nov 30, 2022 \$0.00		
Paid 11/30/2022 Receipt #		2022-00185680	\$5,417.88

DAVID W. JORDAN NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

LAKE COUNTY TAX COLLECTOR 2022 Paid Real Estate

PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR • PO BOX 327 • TAVARES, FL 32278-0327 • 352-343-9602

If Paid By Please Pay	Nov 30, 2022 \$0.00		
215 W MAIN ST			

TGRJR LLC
5650 MARION COUNTY RD
LADY LAKE, FL 32159LEESBURG, S OF MAIN ST BEG AT NW COR OF
LOT 5 RUN S 116.3 FT, E TO E BDRY OF LOT 4,
N TO SE COR OF N 1/2 OF LOT 4, W TO SW
COR OF N 1/2 OF LOT
See Additional Legal on Tax Roll

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
2619243300-000-00500		1725712	00L1

Paid 11/30/2022 Receipt # 2022-00185680 \$5,417.88



DAVID W. JORDAN
LAKE COUNTY TAX COLLECTORNOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
2021 Paid Real Estate

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
2619243300-000-00500		1725712	00L1

TGRJR LLC
5650 MARION COUNTY RD
LADY LAKE, FL 32159

215 WEST MAIN ST

LEESBURG, S OF MAIN ST BEG AT NW COR
OF LOT 5 RUN S 116.3FT, E TO E BDRY OF
LOT 4, N TO SE COR OF N 1/2 OF LOT 4,
WTO SW COR OF N 1/2 OF LO

See Additional Legal on Tax Roll



PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR - PO BOX 327 - TAVARES, FL 32778-0327 - 352-343-9602

AD VALOREM TAXES					
TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION AMT	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED
LAKE COUNTY GENERAL	290,577	0	290,577	5.0529	1,468.26
AMBULANCE MSTU	290,577	0	290,577	0.4629	134.51
ENVIRON LAND PURCHASE	290,577	0	290,577	0.0918	26.67
PUBLIC SCHOOLS					
BY STATE LAW	290,577	0	290,577	3.5940	1,044.33
BY LOCAL BOARD	290,577	0	290,577	2.9980	871.15
CITY OF LEESBURG	290,577	0	290,577	4.0192	1,167.89
ST JOHNS WATER MGMT	290,577	0	290,577	0.2189	63.61
LAKE CO WATER AUTH	290,577	0	290,577	0.3229	93.83
N LAKE CNTY HOSP	0	0	0	0.0000	0.00
TOTAL:				16.7606	\$4,870.25

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
F100 LEESBURG FIRE, NON-RES		380.50
NON-AD VALOREM ASSESSMENTS:		\$380.50

COMBINED TAXES AND ASSESSMENTS: \$5,250.75

If Paid By Please Pay	Mar 31, 2022 \$0.00		
Paid 03/31/2022 Receipt #		2021-00403435	\$5,250.75

DAVID W. JORDAN

LAKE COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
2021 Paid Real Estate

PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR - PO BOX 327 - TAVARES, FL 32778-0327 - 352-343-9602

If Paid By Please Pay	Mar 31, 2022 \$0.00		
215 WEST MAIN ST			

TGRJR LLC
5650 MARION COUNTY RD
LADY LAKE, FL 32159LEESBURG, S OF MAIN ST BEG AT NW COR OF
LOT 5 RUN S 116.3FT, E TO E BDRY OF LOT 4,
N TO SE COR OF N 1/2 OF LOT 4, WTO SW
COR OF N 1/2 OF LO
See Additional Legal on Tax Roll

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
2619243300-000-00500		1725712	00L1

Paid 03/31/2022 Receipt # 2021-00403435 \$5,250.75



DAVID W. JORDAN
LAKE COUNTY TAX COLLECTORNOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
2020 Paid Real Estate

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
2619243300-000-00500		1725712	00L1

TGRJR LLC
5650 MARION COUNTY RD
LADY LAKE, FL 32159

215 WEST MAIN ST

LEESBURG, S OF MAIN ST BEG AT NW COR
OF LOT 5 RUN S 116.3FT, E TO E BDRY OF
LOT 4, N TO SE COR OF N 1/2 OF LOT 4,
WTO SW COR OF N 1/2 OF LO

See Additional Legal on Tax Roll

**PAY DELINQUENT TAXES BY CASH, CASHIER'S CHECK OR MONEY ORDER**
PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR . PO BOX 327 . TAVARES, FL 32778-0327 . 352-343-9602

AD VALOREM TAXES	TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION AMT	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED
LAKE COUNTY GENERAL		290,577	0	290,577	5.0327	1,462.39
AMBULANCE MSTU		290,577	0	290,577	0.4629	134.51
ENVIRON LAND PURCHASE		290,577	0	290,577	0.1100	31.96
PUBLIC SCHOOLS						
BY STATE LAW		290,577	0	290,577	3.7010	1,075.43
BY LOCAL BOARD		290,577	0	290,577	2.9980	871.15
CITY OF LEESBURG		290,577	0	290,577	4.1086	1,193.86
ST JOHNS WATER MGMT		290,577	0	290,577	0.2287	66.45
LAKE CO WATER AUTH		290,577	0	290,577	0.3368	97.87
N LAKE CNTY HOSP		290,577	0	290,577	0.8950	260.07
TOTAL:						\$5,193.69

NON-AD VALOREM ASSESSMENTS	LEVYING AUTHORITY	RATE	AMOUNT
F100	LEESBURG FIRE, NON-RES		380.50

NON-AD VALOREM ASSESSMENTS:	\$380.50
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COMBINED TAXES AND ASSESSMENTS: \$5,574.19

Face: 6,148.28	Cert #832	If Received By	Mar 31, 2022
Rate: 0.25%	Bidder #1229506	Please Pay	\$0.00
Paid 03/31/2022 Receipt #			2021-00403435
			\$6,461.94

DAVID W. JORDAN**NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

LAKE COUNTY TAX COLLECTOR

2020 Paid Real Estate

PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR . PO BOX 327 . TAVARES, FL 32778-0327 . 352-343-9602

Face: 6,148.28	Cert #832	If Received By	Mar 31, 2022
Rate: 0.25%	Bidder #1229506	Please Pay	\$0.00
215 WEST MAIN ST			

TGRJR LLC
5650 MARION COUNTY RD
LADY LAKE, FL 32159LEESBURG, S OF MAIN ST BEG AT NW COR OF
LOT 5 RUN S 116.3FT, E TO E BDRY OF LOT 4,
N TO SE COR OF N 1/2 OF LOT 4, WTO SW
COR OF N 1/2 OF LO
See Additional Legal on Tax Roll**PAY DELINQUENT TAXES BY CASH, CASHIER'S CHECK OR MONEY ORDER**

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
2619243300-000-00500		1725712	00L1

Paid 03/31/2022 Receipt # 2021-00403435 \$6,461.94



Certificate #832		Redeemed	03/31/2022	Face \$6,148.28, Rate 0.25%	 Print (PDF)
		Paid \$6,461.94			
2019 Annual Bill ①	\$0.00	Paid \$5,096.77	11/04/2019	Receipt #2019-00137761	 Print (PDF)
2018 Annual Bill ①	\$0.00	Paid \$4,617.97	11/30/2018	Receipt #2018-00208872	 Print (PDF)
2017 Annual Bill ①	\$0.00	Paid \$4,676.63	04/11/2018	Receipt #2017-00342133	 Print (PDF)
2016 ①					
2016 Annual Bill	\$0.00	Paid \$4,641.50	01/04/2018	Receipt #2017-00239294	 Print (PDF)
Certificate #1056		Redeemed	01/04/2018	Face \$4,414.52, Rate 0.25%	
		Paid \$4,641.50			
2015 Annual Bill ①	\$0.00	Paid \$4,286.55	04/20/2016	Receipt #2015-00343997	 Print (PDF)
2014 Annual Bill ①	\$0.00	Paid \$3,668.89	12/19/2014	Receipt #2014-00184314	 Print (PDF)
2013 Annual Bill ①	\$0.00	Paid \$3,509.08	04/16/2014	Receipt #2013-00282146	 Print (PDF)
2012 ①					
2012 Annual Bill	\$0.00	Paid \$3,925.08	12/31/2013	Receipt #2013-00199190	 Print (PDF)
Certificate #1100		Redeemed	12/31/2013	Face \$3,732.22, Rate 0.25%	
		Paid \$3,925.08			
2011 Annual Bill ①	\$0.00	Paid \$3,431.38	03/22/2012	Receipt #2011-6052341	 Print (PDF)
2010 Annual Bill ①	\$0.00	Paid \$3,693.79	03/29/2011	Receipt #2010-6056079	 Print (PDF)
2009 Annual Bill ①	\$0.00	Paid \$5,969.37	03/24/2010	Receipt #6055987	 Print (PDF)
2008 ①					
2008 Annual Bill	\$0.00	Paid \$7,818.89	09/03/2009	Receipt #2009-7900770	 Print (PDF)
Certificate #1671		Redeemed	09/03/2009	Face \$7,440.61, Rate 14.5%	
		Paid \$7,818.89			
Total Amount Due	\$0.00				

Code Enforcement Request // 215 W Main Street

Trisha Jackson <Trisha.Jackson@leesburgflorida.gov>
To: Kelly Hogan <kelly.hogan@proplogix.com>

Good Morning,

There are NO open Code Enforcement cases or fines for:

215 W Main Street, Leesburg FL 34748



Trisha Jackson

Code Enforcement

Leesburg Police Department

115 E. Magnolia St.

352-728-9892 Ext 3832

Trisha.Jackson@leesburgflorida.gov

Prepared by:

Bret Jones, P.A.

700 Almond Street

Clermont, Florida 34711

File Number: 2022-066

Warranty Deed

Made this December 9, 2022 A.D. By **TGRJR, LLC, a Florida limited liability company**, whose address is: 5650 Marion County Rd, Lady Lake, Florida 32159, hereinafter called the grantor, to **Brick City Hospitality Group LLC, a Florida limited liability company**, whose post office address is: 4330 N US Hwy 441 #1, Ocala, Florida 34475, hereinafter called the grantee:

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

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, allens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Lake County, Florida, viz:

Begin at the Northwest corner of Lot 5, South of Main Street, CITY OF LEESBURG, according to the plat thereof, as recorded in Plat Book 2, Page 19, of the Public Records of Lake County, Florida; thence run South 116.3 feet; East to the East Boundary of Lot 4, South of Main Street, of said Plat of the CITY OF LEESBURG; North to Southeast corner of the North 1/2 of said Lot 4; West to the Southwest corner of the North 1/2 of said Lot 4; North to a point 100 feet South of the Northeast corner of said Lot 5; West 25 feet; North to a point East of the Point of Beginning; West to Point of Beginning, in Section 26, Township 19 South, Range 24 East, Lake County, Florida.

Parcel ID Number: 26-19-24-3300-000-00500

Subject to easements, restrictions and reservations of record and taxes for the year 2021 and thereafter.

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2021.

Prepared by:

Bret Jones, P.A.

700 Almond Street

Clermont, Florida 34711

File Number: 2022-066

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:

TGRJR, LLC

Thomas Frost, Manager

Address: 5650 Marion County Rd, Lady Lake, Florida 32159

Witness Printed Name

Valley F. Farnel

Witness Printed Name

Robin L Sullivan

State of Florida

County of lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of December, 2022, by Thomas Frost, Manager of TGRJR, LLC, who is/are personally known to me or who has produced FL Drivers License as identification.

Robin L Sullivan
Notary Public

REDEVELOPMENT GRANT AGREEMENT

THIS AGREEMENT is made between the City of Leesburg, Florida (hereinafter referred to as the "City"), and **BRICK CITY HOSPITALITY, LLC** (hereinafter referred to as "Owner").

WITNESSETH:

THAT the City has made available grants to owners of real property within a specifically designated portion of its downtown area, for certain renovations to qualifying structures. Owner has been found to qualify for such a grant and has been awarded funding. The parties have entered into this Agreement to state the terms under which the funding will be disbursed, the purposes for which it may be used, and the conditions Owner must meet in order to receive the funding.

NOW THEREFORE, for and in consideration of the funding to be granted to Owner by the City, and the public benefits the appropriate use of that funding will generate, as well as other good and valuable considerations, the parties hereby agree as set forth below:

1. Owner has been awarded the sum of \$250,000.00 out of the City's Downtown Redevelopment Grant funding pool. Owner accepts the grant subject to the terms of this Agreement, and agrees to observe and abide by all requirements of this Agreement and to fulfill all obligations imposed on Owner by this Agreement.

2. Owner will utilize the grant funding received from the City for the purposes outlined and detailed in Exhibit "A", attached hereto and shall not spend the money for any other purpose without prior, written approval from the City Manager.

3. Owner acknowledges that public funds may only be expended for public purposes, and that as a result Owner's use of the grant must necessarily be limited to the purposes listed above, which will generate public benefits by retrofitting buildings within the downtown area to enhance life safety, preserve and improve historic structures, and promote code compliance, usability, and general appearance, thereby improving the ability of Owner and any tenants renting from Owner to draw shoppers and other foot traffic to downtown, which will assist in improving the overall condition and viability of downtown Leesburg. Owner agrees that if it is found to have expended any grant funds on purposes not listed above (without prior written approval as aforesaid) or for any impermissible purposes, Owner will reimburse the City for all improper expenditures, with interest at the statutory rate beginning on the date of each improper expenditure. Owner will also be disqualified from receiving any funding assistance from the City for a period of five (5) years after the improper expenditures were made, whether from the downtown grant funding pool or any other source whatsoever.

4. Owner certifies that it is vested with fee simple title to the real property described below, and that there are no outstanding code enforcement citations against the property other than any which Owner will rectify utilizing the grant funds:

LEGAL DESCRIPTION

215 West Main Street
Leesburg, Florida 34748

LEESBURG, S OF MAIN ST BEG AT NW COR OF LOT 5 RUN S 116.3 FT, E TO E BDRY OF LOT 4, N TO SE COR OF N 1/2 OF LOT 4, W TO SW COR OF N 1/2 OF LOT 4, N TO POINT 100 FT S OF NE COR OF LOT 5, W 25 FT, N TO POINT E OF POB, W TO POB PB 2 PG 19 ORB 5367 PG 1188

Owner also certifies that all real property taxes and special assessments against this property, which became payable prior to the date of this Agreement, have been paid in full. All funding received by Owner under this Agreement will be used to improve the real property herein described, and must not be spent on any other real property, wherever situated.

5. In order to receive disbursement of funds under this Agreement, Owner must complete all work detailed in Paragraph 2 above, or as otherwise approved in writing by the City Manager prior to commencement of any other work, and must submit paid invoices to the City for all work done, together with a final inspection of all work done, and proof satisfactory to the City that Owner has expended at least as much in Owner's own money as the amount of the grant awarded to Owner under this Agreement. Once this documentation has been submitted and deemed acceptable by the City, the City will issue payment to Owner in the amount specified above.

6. Owner will utilize only licensed architects, engineers, and contractors in making the improvements to be paid for with this grant, and will obtain all required permits and approvals prior to commencement of work. Owner will not suffer the imposition of any construction liens against the property as a result of work being done pursuant to this Agreement.

7. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It 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 except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Agreement shall be in Lake County, Florida. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.

8. Nothing expressed or referred to in this Agreement is intended or will be construed to give any person or entity other than the actual, named parties hereto and their respective successors and assigns, any legal or equitable right, remedy or claim under or with respect to this Agreement, or any provision hereof, it being the intention of the parties hereto that this Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their respective successors and assigns, and that no third party beneficiaries are to

be created either expressly or by implication. Without limiting the generality of the foregoing, the City shall have no obligation whatsoever to any contractor, subcontractor, laborer, materialman or others who may provide labor, services or materials to Owner pertaining to work to be done under this Agreement, and Owner may not assign any funding to be received by Owner under this Agreement. Owner is the sole person or entity entitled to receive disbursement of funds under this Agreement.

9. In any litigation arising under this Agreement, the prevailing party shall be entitled to recover its reasonable court costs and attorneys' fees, whether at trial, on appeal, in any proceedings in bankruptcy or insolvency, and in any efforts to collect or enforce a judgment obtained.

10. Owner understands and acknowledges that the City is the governmental body with land use and permitting authority over the work to be done under this Agreement, and that despite any provision of this Agreement to the contrary, Florida law does not permit the City to contract away its police powers. Thus, all aspects of the work to be done under this Agreement will need to meet all applicable codes and regulations, and are subject to all required public hearing processes which may lead to rejection of one or more parts of the work as envisioned in this Agreement. All elected and appointed boards of the City shall retain the right, after public hearing and input, to approve or reject any application for a permit or authorization for the work, even after approval and execution of this Agreement, and no such rejection shall be considered a breach of this Agreement, nor shall it afford Owner any legal rights or remedies.

11. This Agreement shall not be effective until it has been approved by the City Commission, at a public meeting at which a quorum is present, and this Agreement has been placed on the agenda for consideration and action.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates shown below.

THE CITY OF LEESBURG, FLORIDA

BY: _____
MAYOR

ATTEST: _____
ANDI PURVIS, City Clerk

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

OWNER:

Bryan Caracciolo
Owner

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: January 9, 2023

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida approving a Facade, Sign and Landscape Grant to Brick City Hospitality Group, LLC, for renovations at 215 W Main Street; and providing an effective date.

Staff Recommendation:

Approve the Facade, Sign and Landscape (FSL) Grant for 215 W Main Street for the amount of \$20,000.

Analysis:

Mr. Bryan Caracciolo of Brick City Hospitality Group, LLC (Ocala, FL) recently purchased the property located at 215 West Main Street. This is an ideal building for the FSL grant. Mr. Caraccilolo is an experienced commercial developer and has multiple successful enterprises in Ocala, Florida. The grant application is complete and qualifies for the City's funding and Mr. Caracciolo provided a \$132,000 exterior improvement budget.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Funds are available in the GLCRA FSL Grant Program.

Account No. 016-6189-559-8214

Project No. CRASFP

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA APPROVING A FACADE, SIGN AND LANDSCAPE GRANT TO
BRICK CITY HOSPITALITY GROUP, LLC, FOR RENOVATIONS AT 215 W
MAIN STREET; 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 Facade, Sign and Landscape Grant with Brick City Hospitality Group, LLC, whose address is 4330 W U.S. Highway 441, Ocala, Florida 34475 for the amount of \$20,000.00.

THAT the grant is payable upon proper execution of the Grant Agreement and review from the City Manager.

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 9th day of January 2023.

Mayor

ATTEST:

City Clerk

FACADE SIGNAGE AND LANDSCAPING GRANT

FACADE IMPROVEMENT GRANT PROGRAM

1. Project Location:

Address of Property to be improved:

215 West Main Street Leesburg FL

Assessor Parcel Number(s): 26-19-24-2300-0000-00500

Name of Business(es) in Project

Brick City Hospitality Group

Building Frontage Measurement of Project: Main St - 30' / 3rd St - 116'

2. Applicant Information:

Name: Bryan Caracole

Mailing Address: 4330 W US HWY 441 #1

City: Deeda State: FL Zip: 34475

Phone: 352-304-1323

Email: bryan@7688@hotmail.com

Do you Own, Rent or Lease the subject property? Owner

**If you are not the owner, the owner will need to co-sign this application.*

3. Businesses or Services Offered on Site:

Multi-use - Apartments on 2nd floor and
Retail / Restaurant space on first
Floor.

4. Description of Proposed Improvements:

Exterior facade project - New windows, Doors,
Painting, awnings, Signage.

FACADE SIGNAGE AND LANDSCAPING GRANT

5. Please identify ways in which this project supports the Overlay District Concepts

Improving the couplets facade including paint, windows, Doors, signage and more. Multi-use space with living and retail project.

6. Submittals

Applications ***must*** include the following materials, if applicable, for consideration by the City:

- ☐ Current Photo(s) of project site
- ☒ Assessor parcel number and proof of paid property taxes
- ☒ Applicant Information
- ☒ Listing of businesses or services offered on site
- ☒ Description of proposed improvements
- ☒ Identification of project's support of the Overlay District
- ☒ Current Occupational License *(No longer required)*
- ☒ Rendering or sketch of proposed improvements
- ☒ Architectural plans - elevation drawing, dimensions, measurements, etc
- ☒ Color and material samples
- ☒ Sign / Awning design drawings and/or plans
- ☒ Documentation of cost estimates -- copies of vendor bids, estimates, etc
- ☒ Signature of Property Owner and Applicant

Applications lacking sufficient materials to describe the project will NOT be reviewed.

FACADE SIGNAGE AND LANDSCAPING GRANT

7. Estimated Costs and Timing

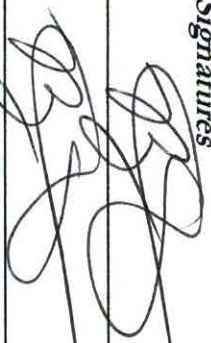
Please provide copies of three vendor bids/ estimates or other documentation of cost estimates for all proposed façade work.

- a. Window or Door Replacement \$53,500
- b. Exterior paint or siding \$25,000
- c. Signage \$10,000
- d. Exterior Lighting \$3,000
- e. Façade/Exterior Architectural Improv. \$16,000
- f. Architectural/Design Fees \$5,000
- g. Landscape/Hardscape Improvements \$0
- h. Awnings or Shutters \$25,000
- i. Building Permit/Planning Fees \$500
- j. Other Proposed Improvements (specify) _____
- k. _____
- l. _____
- m. _____

TOTAL ESTIMATED COST: ~~\$0.00~~ \$132,000.00

Estimated Days/Months for Completion 7 months

8. Signatures

Signed  12/26/22 Signed: _____

Property Owner(s) Signature(s) _____ Applicant(s) Signature(s) _____

Property Owner(s) Signature(s) _____ Applicant(s) Signature(s) _____

Property Owner(s) Signature(s) _____ Applicant(s) Signature(s) _____

This Section for City Use

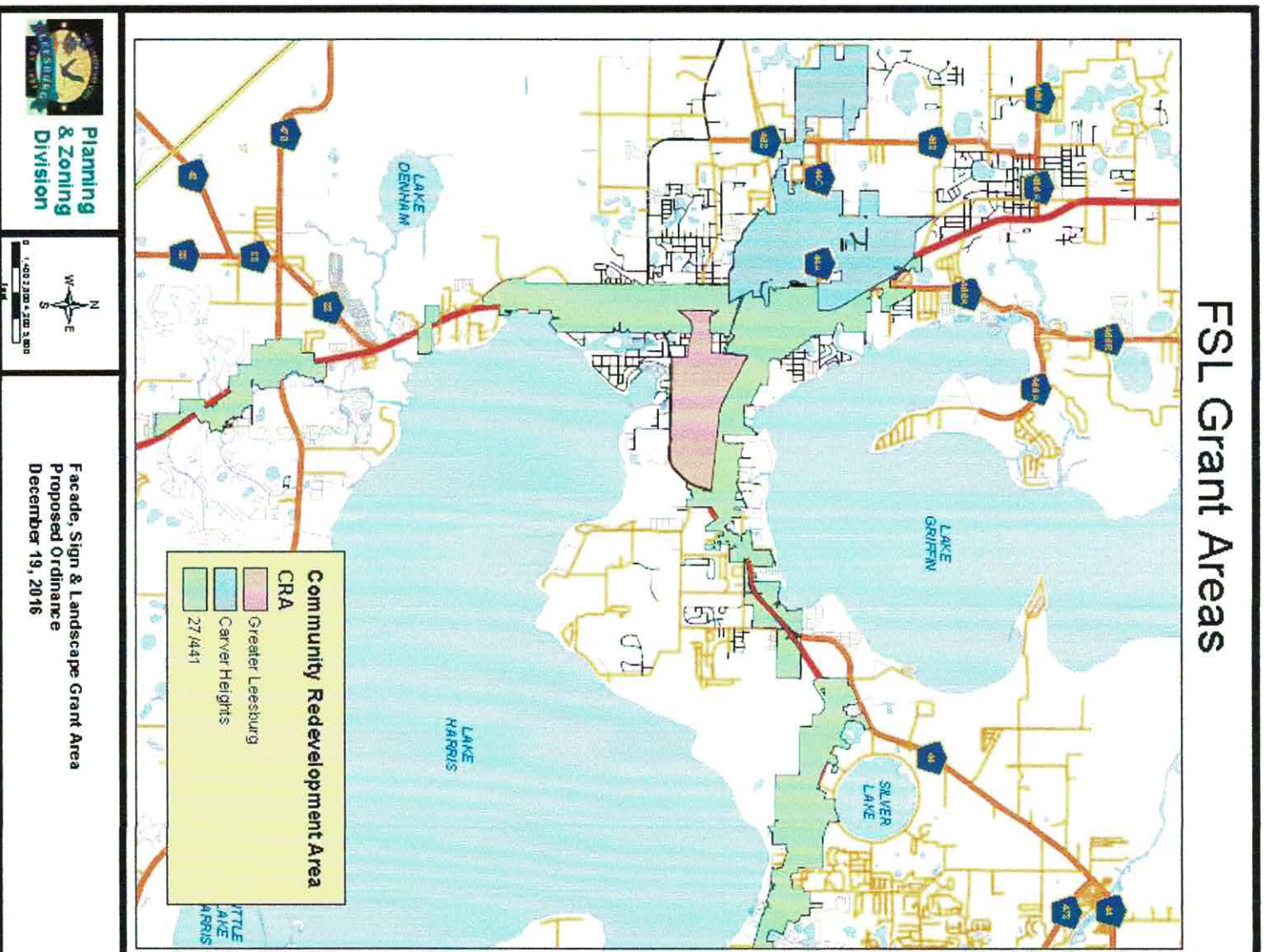
Amount Received: _____ Date Received: _____

Recommendation to CRA: _____

Action by CRA: _____

MAP OF CRA BOUNDARY

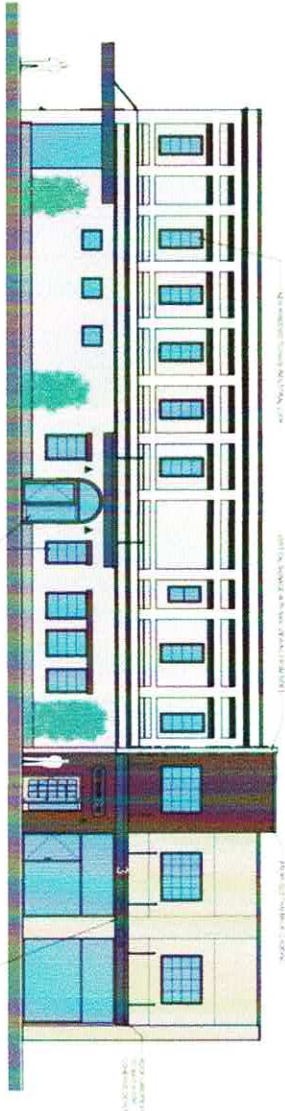
FSL Grant Areas



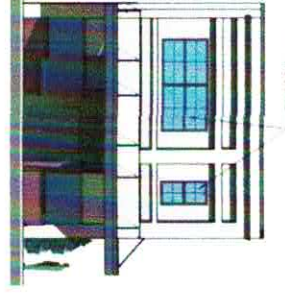
215 West Main Street Leesburg FL
Existing Facade Conditions



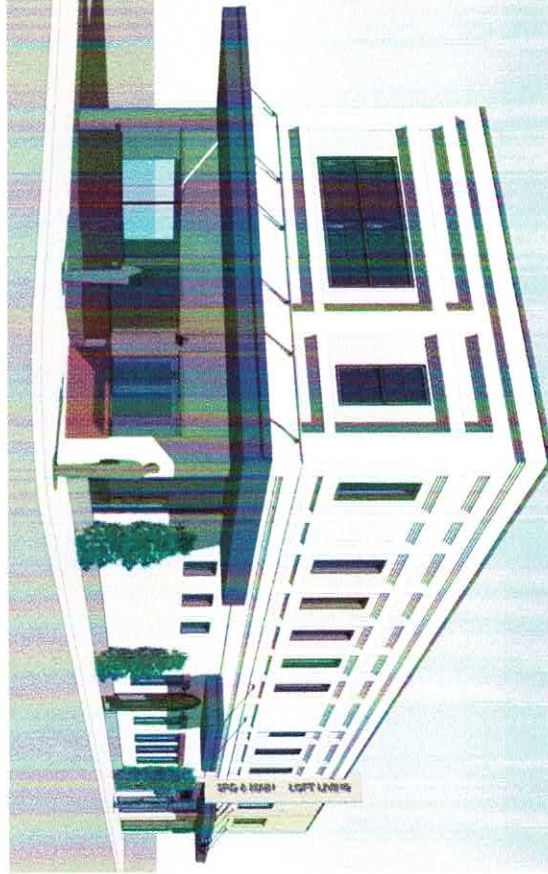
215 West Main Street Leesburg FL
Brick City Hospitality Group Remodel Renderings



4 SOUTH 3RD - PROPOSED



1 MAIN STREET - PROPOSED





215 West Main St Leesburg - BWC Construction

Division	Service / Trade	Contractor / Company	Bid	Notes:
1	Engineering / Architecture		\$20,000.00	
2	Site	N/A	\$0.00	
	Landscape	N/A	\$0.00	
	Hardscape	N/A	\$0.00	
	Gutters and Downspouts	BWC	\$2,500.00	Fear of building gutter replacement.
	Site Grouting (Budget Item)	N/A	\$0.00	
	Site Undercut	N/A	\$0.00	
3	Concrete	N/A	\$5,000.00	Patch Floor Cuts in Retalls.
4	Masonry	DIV VI Masonry	\$5,000.00	Patch Repair Exterior Openings
5	Aluminum	BWC	\$25,000.00	Canopies - Fabrication & Install
	Fencing	BWC	\$1,000.00	Construction Temp Fencing
	Railings	Rad Door Machine	\$11,500.00	Stairs Railings in Apartments common areas
6	Cabinets / Tops	BWC	\$40,000.00	Apartment cabinets supply and install.
	Framing	BWC	\$20,000.00	Framing as needed in retail and apartments.
	Trusses (Floor & Roof)	N/A	\$0.00	
	Trim/Base (Materials)	Romac	\$20,000.00	Supply
	Trim (Labor)	BWC	\$20,000.00	Install
	Sliding	Exterior Finishing	\$3,500.00	
7	Roofing	BWC	\$10,000.00	BWC roof coating
	Stucco	Exterior Finishing	\$22,000.00	Patching as needed.
	Brick Veneer	Exterior Finishing	\$10,000.00	Patching as needed.
	Insulation	SunCoast	\$12,500.00	Insulation supply and install throughout.
8	Windows	Romac	\$45,000.00	Exterior windows and skylight repair.
	Doors (Front)	Romac	\$9,500.00	Exterior doors throughout.
	Doors	Romac	\$12,000.00	Interior doors throughout.
	Hardware	KP Direct	\$5,500.00	Door and finish hardware throughout.
	Garage Doors	N/A	\$0.00	
9	Drywall	BWC	\$60,000.00	Drywall supply and install.
	Flooring - Labor	BWC	\$40,000.00	Apartment and retain flooring install.
	Flooring Materials	Floor and Decor	\$50,000.00	Apartment and retail flooring supply.
	Shower Tile Materials	Floor and Decor	\$6,000.00	Apartment tile supply.
	Shower Tiles	Install	\$12,000.00	Apartment tile installation
	Painting	BWC	\$50,000.00	Interior and Exterior Painting
	Shower Glass Doors	N/A	\$0.00	
10	Specialties	KP Direct	\$15,000.00	Apartment appliances.
	Appliances			

Apartments (6)
TOTAL AC SQ FT: 2,994
Common First Floor
Common Second Flo
Retails Unit 1i
TOTAL AC SQ FT: 1,961
Retails Unit 2i
TOTAL AC SQ FT: 987

Division	Service / Trade	Contractor / Company	Bid	Notes:
	Appliance Hook-up	BWC	\$2,250.00	Apartment budget for installs.
11	Restaurant Equipment	BWC	\$50,000.00	Commercial Kitchen Fixed Equipment Hood, Walk-in, other (Not including wheel in units)
12	FF&E	N/A	\$0.00	
13	Pool	N/A	\$0.00	
	Fire Protection	N/A	\$0.00	Not required
	Fire Signage & Other	BWC Construction	\$1,500.00	Fire extinguishers, fire signage throughout, panic door hardware.
14	Elevator	N/A	\$0.00	
15	Plumbing & Gas	SMC	\$125,000.00	Plumbing of 6 apartments and 2 retail spaces, including Bathroom Fixtures
	HVAC	DJ Cooling	\$90,000.00	6 split systems up stairs and 3 central systems in retail spaces with duct work.
	Teco Meter	TECO	\$2,000.00	TECO gas meter and extension.
	Electric	Hammond Electric	\$75,000.00	New electrical thought building
	Data / IT	BWC	\$15,000.00	Low voltage and data line work.
	Lighting Fixtures (6 Units)	Budget	\$12,000.00	Apartment lighting budgets.
	Lighting (2 Retail Units)	Budget	\$12,500.00	Retail units budget.
	Water Meters & Backflows	Meters Deposits / Backflow	\$7,000.00	Water and back-flows
	Onsite Equipment Rental	Sunbelt Rentals	\$9,500.00	Exterior man lift, Interior scissor lift for 2 months.
	Dumpsters	FL Express	\$8,000.00	Clean out, demo, and new construction.
	Porta Potty Service	FL Express	\$1,750.00	
	General Conditions	Overall General Conditions	\$50,000.00	
	Contingency	BWC	\$0.00	
	Builders Risk	Owner Builders Risk Policy (Owner supplies)	\$20,000.00	BWC Builders Risk Policy on building and project.
	GC / CM FEE	BWC Construction	\$0.00	BWC
	CM Supervision Fees	BWC Construction	\$40,000.00	Hard Supervision Cost of project.
	TOTAL:		\$1053500.00	

Not included in construction break-down above:

- Apartments FFE (Other than appliances - Over \$20k)
- Retail & Restaurant FFE (Chairs/Tables/Removable Kitchen Equipment/Fixtures - Over \$100k)

Municipal Lien Search Report

215 W Main Street, Leesburg, Florida, 34748

Owner(s): TGRJR, LLC

Our File #: 22-1886079

Parcel ID: 26-19-24-3300-000-00500

✓ Taxes

2022: PAID
2021: PAID
2020: PAID
Taxes Owed Prior to 2020?: NO
Tangible Taxes: PAID

✓ Code Enforcement

Code Issues: NO

NOTICE: THERE MAY BE CODE ENFORCEMENT LIENS ON THIS PROPERTY. PLEASE REFER TO YOUR TITLE SEARCH.

✓ Permitting

Permit Status: Closed
Building Code Violations: NO

✓ Public Works

Services: Sewer, Solid Waste, Water & Storm Water
Amount Due: N/A
Utility Liens: N/A

Completed By: Kelly Hogan

Report Compiled on: 12/6/22



941-444-7142



941.214.1132



support@proplogix.com

DAVID W. JORDAN
LAKE COUNTY TAX COLLECTORNOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
2022 Paid Real Estate

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
2619243300-000-00500		1725712	00L1

TGRJR LLC
5650 MARION COUNTY RD
LADY LAKE, FL 32159

215 W MAIN ST

LEESBURG, S OF MAIN ST BEG AT NW COR
OF LOT 5 RUN S 116.3 FT, E TO E BDRY OF
LOT 4, N TO SE COR OF N 1/2 OF LOT 4, W
TO SW COR OF N 1/2 OF LOT
See Additional Legal on Tax Roll

PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR - PO BOX 327 - TAVARES, FL 32778-0327 - 352-343-9602

AD VALOREM TAXES	ASSESSED VALUE	EXEMPTION AMT	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED
TAKING AUTHORITY					
LAKE COUNTY GENERAL	312,092	0	312,092	5.0364	1,571.82
AMBULANCE MSTU	312,092	0	312,092	0.4629	144.47
ENVIRON LAND PURCHASE	312,092	0	312,092	0.0918	28.65
WATER AUTHORITY	312,092	0	312,092	0.3083	96.22
PUBLIC SCHOOLS					
BY STATE LAW	312,092	0	312,092	3.2500	1,014.30
BY LOCAL BOARD	312,092	0	312,092	2.9980	935.65
CITY OF LEESBURG	312,092	0	312,092	4.0192	1,254.36
ST JOHNS WATER MGMT	312,092	0	312,092	0.1974	61.61
N LAKE CNTY HOSP	312,092	0	312,092	0.5000	156.05
TOTAL:					\$5,263.13

NON-AD VALOREM ASSESSMENTS	RATE	AMOUNT
LEVYING AUTHORITY		
F100 LEESBURG FIRE, NON-RES		380.50
NON-AD VALOREM ASSESSMENTS:		\$380.50

COMBINED TAXES AND ASSESSMENTS: \$5,643.63

If Paid By Please Pay	Nov 30, 2022 \$0.00		
Paid 11/30/2022 Receipt #		2022-00185680	\$5,417.88

DAVID W. JORDAN LAKE COUNTY TAX COLLECTOR PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR - PO BOX 327 - TAVARES, FL 32778-0327 - 352-343-9602	NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS 2022 Paid Real Estate
If Paid By Please Pay	Nov 30, 2022 \$0.00

TGRJR LLC
5650 MARION COUNTY RD
LADY LAKE, FL 32159

215 W MAIN ST

LEESBURG, S OF MAIN ST BEG AT NW COR OF
LOT 5 RUN S 116.3 FT, E TO E BDRY OF LOT 4,
N TO SE COR OF N 1/2 OF LOT 4, W TO SW
COR OF N 1/2 OF LOT
See Additional Legal on Tax Roll

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
2619243300-000-00500		1725712	00L1

Paid 11/30/2022 Receipt # 2022-00185680 \$5,417.88

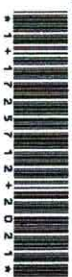


DAVID W. JORDAN
LAKE COUNTY TAX COLLECTORNOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
2021 Paid Real Estate

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
2619243300-000-00500		1725712	00L1

TGRJR LLC
5650 MARION COUNTY RD
LADY LAKE, FL 32159**215 WEST MAIN ST**LEESBURG, S OF MAIN ST BEG AT NW COR
OF LOT 5 RUN S 116.3FT, E TO E BDRY OF
LOT 4, N TO SE COR OF N 1/2 OF LOT 4,
WTO SW COR OF N 1/2 OF LO

See Additional Legal on Tax Roll



PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR - PO BOX 327 - TAVARES, FL 32778-0327 - 352-343-9602

AD VALOREM TAXES	ASSESSED VALUE	EXEMPTION AMT	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED
TAXING AUTHORITY					
LAKE COUNTY GENERAL	290,577	0	290,577	5.0529	1,468.26
AMBULANCE MSTU	290,577	0	290,577	0.4629	134.51
ENVIRON LAND PURCHASE	290,577	0	290,577	0.0918	26.67
PUBLIC SCHOOLS					
BY STATE LAW	290,577	0	290,577	3.5940	1,044.33
BY LOCAL BOARD	290,577	0	290,577	2.9980	871.15
CITY OF LEESBURG	290,577	0	290,577	4.0192	1,167.89
ST JOHNS WATER MGMT	290,577	0	290,577	0.2189	63.61
LAKE CO WATER AUTH	290,577	0	290,577	0.3229	93.83
N LAKE CNTY HOSP	0	0	0	0.0000	0.00
TOTAL:					16.7606 \$4,870.25

NON-AD VALOREM ASSESSMENTS	RATE	AMOUNT
LEVYING AUTHORITY		
F100 LEESBURG FIRE, NON-RES		380.50

NON-AD VALOREM ASSESSMENTS:		\$380.50
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COMBINED TAXES AND ASSESSMENTS: \$5,250.75

If Paid By Please Pay	Mar 31, 2022				
Paid 03/31/2022 Receipt #		2021-00403435	\$5,250.75		

DAVID W. JORDAN NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
LAKE COUNTY TAX COLLECTOR 2021 Paid Real Estate
PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR - PO BOX 327 - TAVARES, FL 32778-0327 - 352-343-9602

If Paid By Please Pay	Mar 31, 2022				
Paid 03/31/2022 Receipt #		2021-00403435	\$5,250.75		

TGRJR LLC
5650 MARION COUNTY RD
LADY LAKE, FL 32159LEESBURG, S OF MAIN ST BEG AT NW COR OF
LOT 5 RUN S 116.3FT, E TO E BDRY OF LOT 4,
N TO SE COR OF N 1/2 OF LOT 4, WTO SW
COR OF N 1/2 OF LO
See Additional Legal on Tax Roll

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
2619243300-000-00500		1725712	00L1

Paid 03/31/2022 Receipt # 2021-00403435 \$5,250.75



DAVID W. JORDAN
LAKE COUNTY TAX COLLECTORNOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
2020 Paid Real Estate

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
2619243300-000-00500		1725712	00L1

TGRJR LLC
5650 MARION COUNTY RD
LADY LAKE, FL 32159

215 WEST MAIN ST

LEESBURG, S OF MAIN ST BEG AT NW COR
OF LOT 5 RUN S 116.3FT, E TO E BDRY OF
LOT 4, N TO SE COR OF N 1/2 OF LOT 4,
WTO SW COR OF N 1/2 OF LO

See Additional Legal on Tax Roll

**PAY DELINQUENT TAXES BY CASH, CASHIER'S CHECK OR MONEY ORDER**

PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR - PO BOX 327 - TAVARES, FL 32778-0327 - 352-343-9602

AD VALOREM TAXES	ASSESSED VALUE	EXEMPTION AMT	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED
TAKING AUTHORITY					
LAKE COUNTY GENERAL	290,577	0	290,577	5.0327	1,462.39
AMBULANCE MSTU	290,577	0	290,577	0.4629	134.51
ENVIRON LAND PURCHASE	290,577	0	290,577	0.1100	31.96
PUBLIC SCHOOLS					
BY STATE LAW	290,577	0	290,577	3.7010	1,075.43
BY LOCAL BOARD	290,577	0	290,577	2.9980	871.15
CITY OF LEESBURG	290,577	0	290,577	4.1086	1,193.86
ST JOHNS WATER MGMT	290,577	0	290,577	0.2287	66.45
LAKE CO WATER AUTH	290,577	0	290,577	0.3368	97.87
N LAKE CNTY HOSP	290,577	0	290,577	0.8950	260.07
TOTAL:					\$5,193.69

NON-AD VALOREM ASSESSMENTS	RATE	AMOUNT
LEVYING AUTHORITY		
F100 LEESBURG FIRE, NON-RES		380.50

NON-AD VALOREM ASSESSMENTS: \$380.50

COMBINED TAXES AND ASSESSMENTS: \$5,574.19

Face: 6,148.28	Cert #832	If Received By	Mar 31, 2022
Rate: 0.25%	Bidder #1229506	Please Pay	\$0.00

Paid 03/31/2022 Receipt # 2021-00403435 \$6,461.94

DAVID W. JORDAN NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

LAKE COUNTY TAX COLLECTOR 2020 Paid Real Estate

PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR - PO BOX 327 - TAVARES, FL 32778-0327 - 352-343-9602

Face: 6,148.28	Cert #832	If Received By	Mar 31, 2022
Rate: 0.25%	Bidder #1229506	Please Pay	\$0.00

215 WEST MAIN ST

TGRJR LLC
5650 MARION COUNTY RD
LADY LAKE, FL 32159LEESBURG, S OF MAIN ST BEG AT NW COR OF
LOT 5 RUN S 116.3FT, E TO E BDRY OF LOT 4,
N TO SE COR OF N 1/2 OF LOT 4, WTO SW
COR OF N 1/2 OF LO
See Additional Legal on Tax Roll**PAY DELINQUENT TAXES BY CASH, CASHIER'S CHECK OR MONEY ORDER**

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
2619243300-000-00500		1725712	00L1

Paid 03/31/2022 Receipt # 2021-00403435 \$6,461.94



Certificate #832							
	Redeemed	03/31/2022	Face \$6,148.28, Rate 0.25%				Print(PDF)
	Paid \$6,461.94						
2019 Annual Bill 	Paid \$5,096.77	11/04/2019	Receipt #2019-00137761				Print(PDF)
2018 Annual Bill 	Paid \$4,617.97	11/30/2018	Receipt #2018-00200872				Print(PDF)
2017 Annual Bill 	Paid \$4,676.63	04/11/2018	Receipt #2017-00342133				Print(PDF)
2016 							
2016 Annual Bill	Paid \$4,641.50	01/04/2018	Receipt #2017-00239294				Print(PDF)
Certificate #1056	Redeemed	01/04/2018	Face \$4,414.52, Rate 0.25%				
	Paid \$4,641.50						
2015 Annual Bill 	Paid \$4,286.55	04/20/2016	Receipt #2015-00343997				Print(PDF)
2014 Annual Bill 	Paid \$3,668.89	12/19/2014	Receipt #2014-00184314				Print(PDF)
2013 Annual Bill 	Paid \$3,509.08	04/16/2014	Receipt #2013-00282146				Print(PDF)
2012 							
2012 Annual Bill	Paid \$3,925.08	12/31/2013	Receipt #2013-00199190				Print(PDF)
Certificate #1109	Redeemed	12/31/2013	Face \$3,732.22, Rate 0.25%				
	Paid \$3,925.08						
2011 Annual Bill 	Paid \$3,431.38	03/22/2012	Receipt #2011-6052341				Print(PDF)
2010 Annual Bill 	Paid \$3,693.79	03/29/2011	Receipt #2010-6056079				Print(PDF)
2009 Annual Bill 	Paid \$5,969.37	03/24/2010	Receipt #6065987				Print(PDF)
2008 							
2008 Annual Bill	Paid \$7,818.89	09/03/2009	Receipt #2009-7900770				Print(PDF)
Certificate #1671	Redeemed	09/03/2009	Face \$7,440.61, Rate 14.5%				
	Paid \$7,818.89						
Total Amount Due	\$0.00						

Code Enforcement Request // 215 W Main Street

Trisha Jackson <Trisha.Jackson@leesburgflorida.gov>

To: Kelly Hogan <kelly.hogan@prologix.com>

Good Morning,

There are NO open Code Enforcement cases or fines for:

215 W Main Street, Leesburg FL 34748**Trisha Jackson**

Code Enforcement

Leesburg Police Department

115 E. Magnolia St.

352-728-9892 Ext 3832

Trisha.Jackson@leesburgflorida.gov

Prepared by:

Bret Jones, P.A.

700 Almond Street

Clermont, Florida 34711

File Number: 2022-066

Warranty Deed

Made this December 9, 2022 A.D. By **TGRJR, LLC**, a Florida limited liability company, whose address is: 5650 Marion County Rd, Lady Lake, Florida 32159, hereinafter called the grantor, to **Brick City Hospitality Group LLC**, a Florida limited liability company, whose post office address is: 4330 N US Hwy 441 #1, Ocala, Florida 34475, hereinafter called the grantee:

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

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Lake County, Florida, viz:

Begin at the Northwest corner of Lot 5, South of Main Street, CITY OF LEESBURG, according to the plat thereof, as recorded in Plat Book 2, Page 19, of the Public Records of Lake County, Florida; thence run South 116.3 feet; East to the East Boundary of Lot 4, South of Main Street, of said Plat of the CITY OF LEESBURG; North to Southeast corner of the North 1/2 of said Lot 4; West to the Southwest corner of the North 1/2 of said Lot 4; North to a point 100 feet South of the Northeast corner of said Lot 5; West 25 feet; North to a point East of the Point of Beginning; West to Point of Beginning, in Section 26, Township 19 South, Range 24 East, Lake County, Florida.

Parcel ID Number: 26-19-24-3300-000-00500

Subject to easements, restrictions and reservations of record and taxes for the year 2021 and thereafter.

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2021.

Prepared by:

Bret Jones, P.A.
700 Almond Street
Clermont, Florida 34711

File Number: 2022-066

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:



Witness Printed Name

Valeria F. France

TGRJR, LLC

Thomas Frost, Manager

Address: 5650 Marion County Rd, Lady Lake, Florida 32159

Witness Printed Name

Robin L Sullivan

State of Florida

County of lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of December, 2022, by Thomas Frost, Manager of TGRJR, LLC, who is/are personally known to me or who has produced FL Drivers License as identification.



Notary Public

Robin L Sullivan

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: January 9, 2023

From: Sandra Wilson, (Housing Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Renewal Lease Agreement with the West Leesburg Community Development Corporation (WLCDC) for office space at the Leesburg Resource Center; and providing an effective date.

Staff Recommendation:

Staff recommends renewal of the lease agreement with the West Leesburg Community Development Corporation (WLCDC).

Analysis:

The WLCDC has an office space and conference area at the Leesburg Resource Center. The initial lease agreement with the WLCDC was for a three-year term which expired in 2021. The staff is requesting that the lease be renewed for a new three-year term, expiring in 2025.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

N/A

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
RENEWAL LEASE AGREEMENT WITH THE WEST LEESBURG
COMMUNITY DEVELOPMENT CORPORATION (WLCDC) FOR OFFICE
SPACE AT THE LEESBURG RESOURCE CENTER; 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 West Leesburg Community Development Corporation, Inc., whose address is 1041 County Road 468, Suite 106, Leesburg, Florida 34748, for the renewal of the lease for a three-year period expiring on March 31, 2025.

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 9th day of January 2023.

Mayor

ATTEST:

City Clerk

LEASE RENEWAL AGREEMENT

THIS LEASE RENEWAL AGREEMENT ("Agreement") is entered into the 26th day of March, 2022, by and between the **CITY OF LEESBURG**, a Florida Municipal Corporation, hereinafter called the "Lessor", and **WEST LEESBURG COMMUNITY DEVELOPMENT CORPORATION**, a Florida not-for-profit corporation, hereinafter called the "Lessee".

WITNESSETH:

WHEREAS, on or about March 26, 2018, Lessor and Lessee entered into a written Lease Agreement (the "Lease") for space at the Leesburg Resource Center, located at 1041 County Road 468, Suite 106, Leesburg, Lake County, Florida 34748 (the "Premises"); and

WHEREAS, the initial term of the Lease has expired and the parties wish to renew the Lease Agreement according to the terms and conditions set forth herein;

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

1. The above-stated recitals are true and correct and are incorporated herein for all purposes.
2. The renewal term of the Lease shall be for a period of approximately 3 years, commencing as of April 1, 2022 and ending at 11:59 p.m. on March 31, 2025 unless sooner terminated in accordance with the terms and conditions of the Lease.
3. Except for the foregoing, all terms and conditions of the Lease shall remain in full force and effect during this renewal term.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to set their hands and seals to this First Amendment on the dates shown below.

THE CITY OF LEESBURG, FLORIDA

BY: _____
MAYOR

DATE: _____

Attest: _____
CITY CLERK

APPROVED AS TO FORM AND CONTENT

CITY ATTORNEY

WEST LEESBURG COMMUNITY
DEVELOPMENT CORPORATION

BY: _____
Fred Griffin Jr., President

DATE: 12/14/2022

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: January 9, 2023

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the City Commission to update the Building Incentive Plan to include the Chief Plans Examiner and the Chief Building Inspector positions; and providing an effective date.

Staff Recommendation:

Staff recommends updating the Building Incentive Plan to include the Chief Plans Examiner and Chief Building Inspector positions.

Analysis:

The City of Leesburg implemented the Building Incentive Plan during the FY20 budget process, to become effective October 1, 2019. This program has served its initial purpose of enticing employees to earn additional licenses and qualifications to better serve our community. It takes approximately one year for an employee to earn a license, therefore, the department is able to manage the financial impact to its budget.

During the FY23 budget process, the Building Department added two positions that should also be included in this program. The attached updated Building Incentive Plan includes these changes for Commission approval. This change would be effective as of October 1, 2022, any employees who qualified would be reimbursed.

Procurement Analysis:

N/A

Options:

1. Approve updating the Building Incentive Plan to include the Chief Plans Examiner and Chief Building Inspector positions; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The estimated financial impact is approximately \$5,000. These funds are available in the Building Permits Fund.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE CITY COMMISSION TO UPDATE THE
BUILDING INCENTIVE PLAN TO INCLUDE THE CHIEF PLANS EXAMINER
AND THE CHIEF BUILDING INSPECTOR POSITIONS; AND PROVIDING AN
EFFECTIVE DATE.**

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

THAT the City of Leesburg approves updating the Building Incentive Plan to include the Chief Building Inspector and the Chief Plans Examiner positions as outlined in Attachment A.

THAT this resolution shall become effective back to the beginning of the fiscal year on October 1, 2022.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 9th day of January 2023.

Mayor

ATTEST:

City Clerk

UPDATED
BUILDING INCENTIVE PLAN SUMMARY
Effective October 1, 2022

To aid the Building Department in completing its workload, to promote advances in education and experience, and to maintain staffing at the technical level, the City of Leesburg is updating its incentive program that began October 1, 2019. **The incentives are for licenses obtained after becoming employed in the Building Department.**

These updates will become effective on October 1, 2022:

Permit Specialist: \$15.44 per hour – 0 licenses

Add \$1.00 per hour for each license obtained (Permit Specialist/Building Inspector/Plans Examiner).
This incentive would cease when Permit Specialist is promoted to a: Building Inspector Trainee, Plans Examiner Trainee, Building Inspector I or Plans Examiner I.

Building Inspector/Plans Examiner Trainee: \$18.03 per hour – 0 licenses

Add \$1.00 per hour for each license obtained.
This incentive would cease when Trainee is promoted to a Building Inspector I or Plans Examiner I.

Building Inspector/Plans Examiner I: \$26.61 per hour – 1-3 licenses

Requires at least 1 license upon hire (based on minimum requirements listed on job description).
Add \$1.00 per hour for each additional license obtained.
This incentive would cease when promoted to a Building Inspector II or Plans Examiner II.

Building Inspector/Plans Examiner II: \$27.64 per hour – 4-6 licenses

Requires at least 4 licenses upon hire (based on minimum requirements listed on job description).
Add \$1.00 per hour for each additional license obtained.
This incentive would cease when promoted to a Building Inspector III or Plans Examiner III.

Building Inspector/Plans Examiner III: \$32.33 per hour – 7-9 licenses

Requires at least 7 licenses upon hire (based on minimum requirements listed on job description).
Add \$1.00 per hour for each additional license obtained.
This incentive would cease when promoted to Chief Inspector/Plans Examiner or Deputy Building Official.

Chief Building Inspector/Plans Examiner: \$33.61 per hour – numerous licenses

Requires at least 3 licenses upon hire (based on minimum requirements listed on job description).
Add \$1.00 per hour for each additional license obtained.
This incentive would cease when promoted to Deputy Building Official.

Fire Inspector/Fire Plans Examiner modify 10% Incentive pay:

Straight \$6,000 per year, paid bi-weekly (\$230.78).
Note 1: Permit Specialists and Permit Supervisor also qualify for this program.

Note: Deputy Building Official and Building Official are not eligible for this program.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: January 9, 2023

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 11 +/- acres from City of Leesburg Low Density Residential to City of Leesburg Industrial, for a property generally located west of Flatwoods Road, north of Casteen Road, and south of Parkway Boulevard, lying in Section 29, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Warehouse Flatwoods)

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 11 +/- acres from City of Leesburg Low Density Residential to City of Leesburg Industrial.

Analysis:

The project site is approximately 11 acres. The property is generally located west of Flatwoods Road, north of Casteen Road, and south of Parkway Boulevard. Currently, the property has one (1) single-family residence with one (1) detached garage, one (1) carport, and one (1) utility building. The proposed use is for 5,000sf office and 40,000sf warehouse facilities for the manufacture of metal structures/carports. The surrounding Future Land Use Map designations of Lake County Rural, Lake County Urban Low Density, Lake County Industrial, City of Leesburg Low Density Residential, City of Leesburg Industrial, and City of Leesburg Conservation are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City Industrial. 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.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on December 15, 2022 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from City of Leesburg Low Density Residential to City of Leesburg Industrial; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact to the City due to 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 11 +/- ACRES FROM CITY OF LEESBURG LOW DENSITY RESIDENTIAL TO CITY OF LEESBURG INDUSTRIAL, FOR A PROPERTY GENERALLY LOCATED WEST OF FLATWOODS ROAD, NORTH OF CASTEEN ROAD, AND SOUTH OF PARKWAY BOULEVARD, LYING IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (WAREHOUSE FLATWOODS)

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 11 acres of land generally located west of Flatwoods Road, north of Casteen Road, and south of Parkway Boulevard from City of Leesburg Low Density Residential to City of Leesburg Industrial, as shown on the revised map of said area, lying in Section 29, Township 19 South, Range 24 East, Lake County Florida;

Section 2.

All ordinances or parts of ordinances in conflict with 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 _____ day of _____ 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A

**LEGAL DESCRIPTION
METAL STRUCTURES COMPANY USA, LLC**

PARCEL "A": The North 396.00 feet of the N.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of Section 29, Township 19 South, Range 24 East, Lake County, Florida; LESS the North 208.71 feet of the East 208.71 feet of the above described property and also less the East 232.58 feet of the South 187.29 feet thereof.

PARCEL "B": The South 187.29 feet of the North 396.0 feet of the East 232.58 feet of the N.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of Section 29, Township 19 South, Range 24 East, Lake County, Florida. LESS: Right of way for County Road No. 2-4105.

PARCEL "C": The North 208.71 feet of the East 208.71 feet of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 29, Township 19 South, Range 24 East, Lake County, Florida. LESS: Right of way for County Road No. 2-4105.



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: December 15, 2022
OWNER: Metal Structures Company USA, LLC
PETITIONER: Hosea Ortigoza
PROJECT: Warehouse Flatwoods
REQUEST: Small Scale Comprehensive Plan Amendment from Low Density Residential to Industrial
CASE NO.: SSCP-22-493

THE PLANNING & ZONING DIVISION RECOMMENDS:

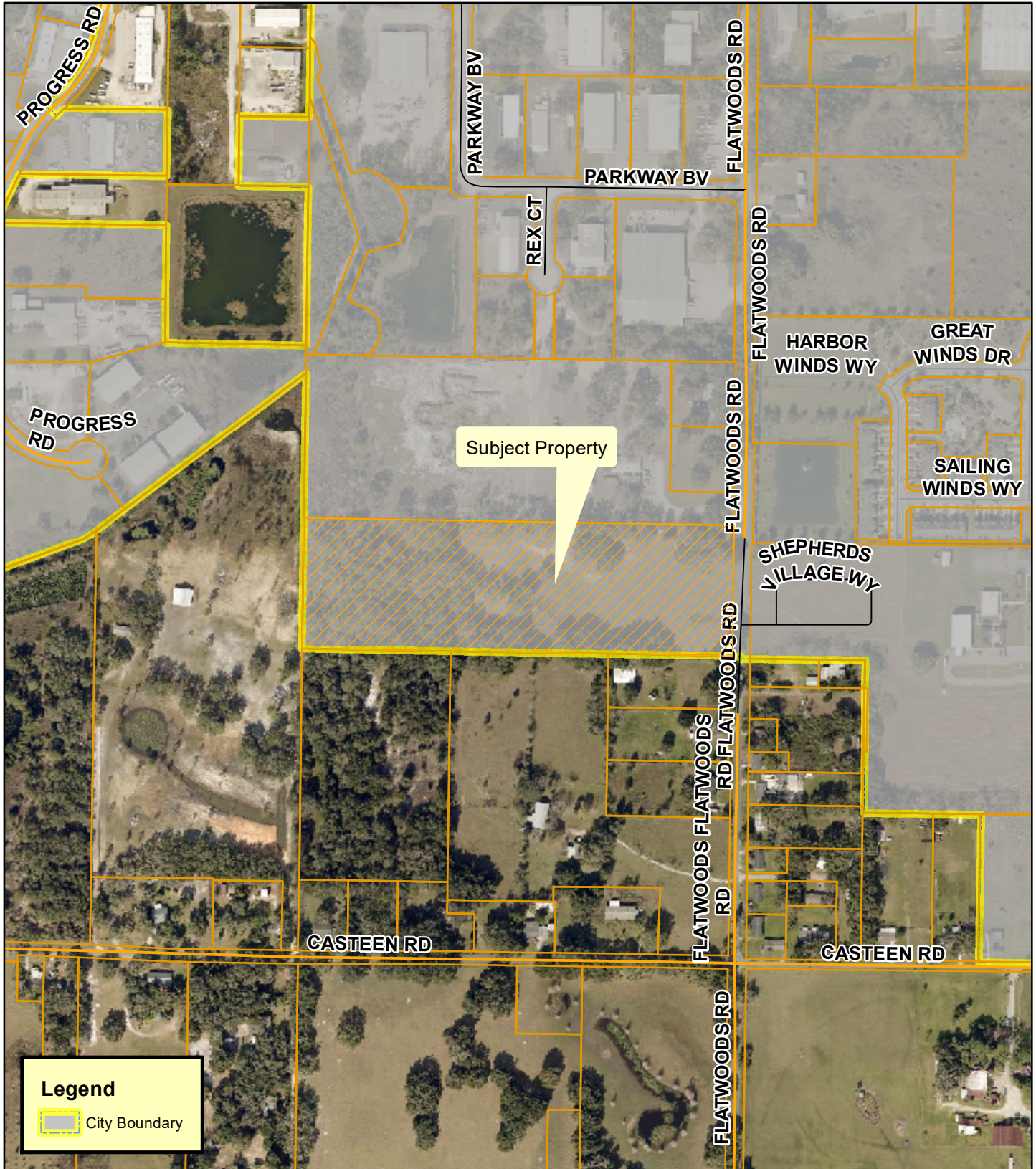
APPROVAL of this request for the following reason(s):

1. The use of the property meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed Future Land Use Designation of City of Leesburg Industrial is compatible with the current surrounding Future Land Use categories of City of Leesburg Industrial and Lake County Agriculture.
3. The proposed Future Land Use Designation of Industrial is compatible with the proposed zoning of City of Leesburg PUD (Planned Unit Development) and does not appear to create a detriment to the adjacent Lake County Future Land Use Categories of Lake County Rural and Industrial.
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.

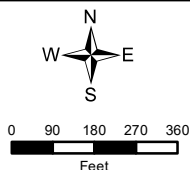
Action Requested:

1. Vote to approve staff's recommendation to change the future land use of the subject property from Low Density Residential to Industrial and forward to the City Commission for consideration.

City of Leesburg Boundary



**Planning
& Zoning
Division**

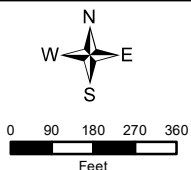


Warehouse Flatwoods
Case Numbers: SSCP-22-493, PUD-22-495
AK#: 2700572
Section 29, Township 19 South, Range 24 East
October 31, 2022

Aerial

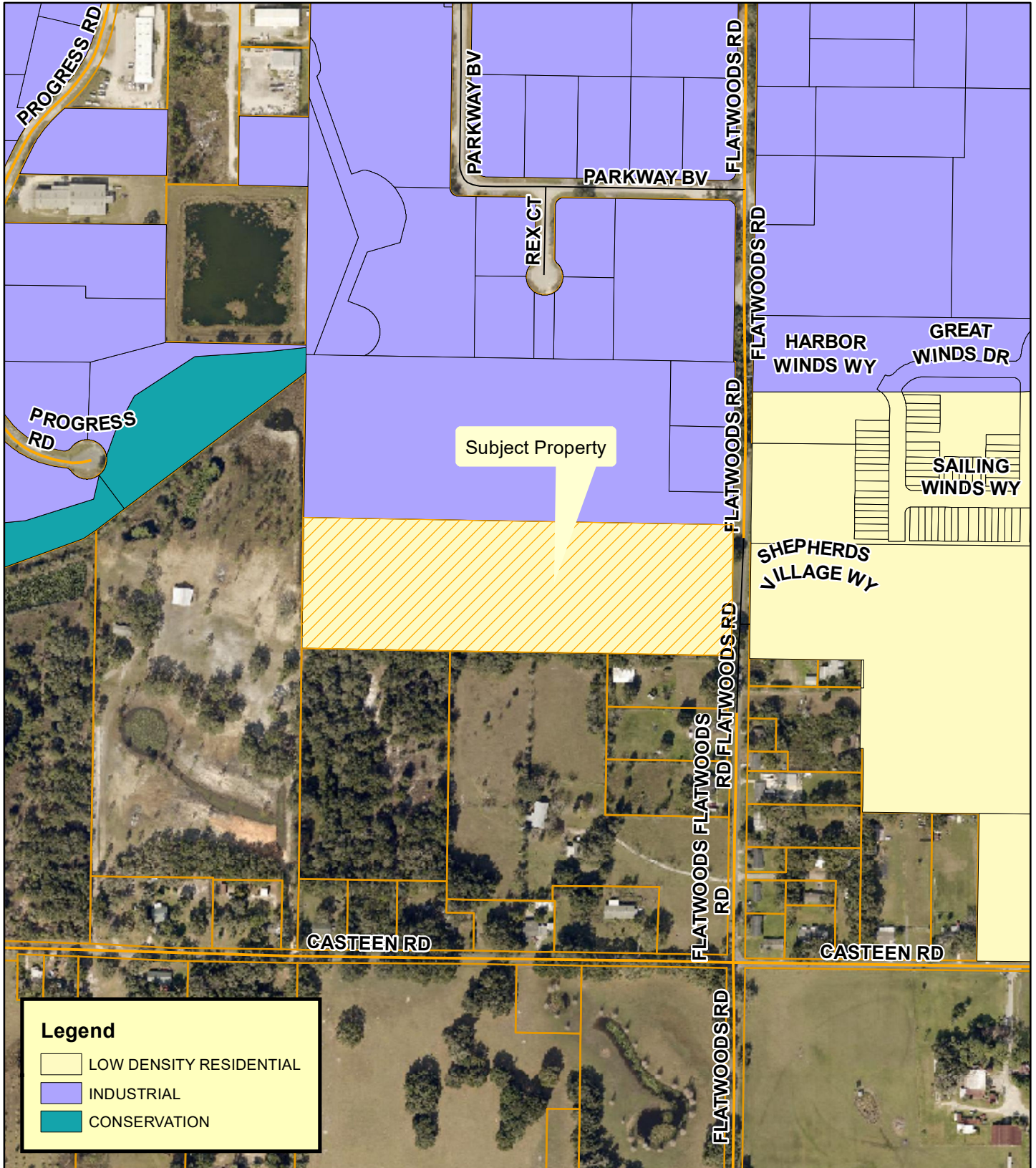


**Planning
& Zoning
Division**

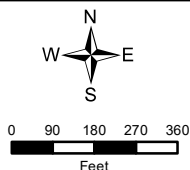


Warehouse Flatwoods
Case Numbers: SSCP-22-493, PUD-22-495
AK#: 2700572
Section 29, Township 19 South, Range 24 East
November 8, 2022

Future Land Use

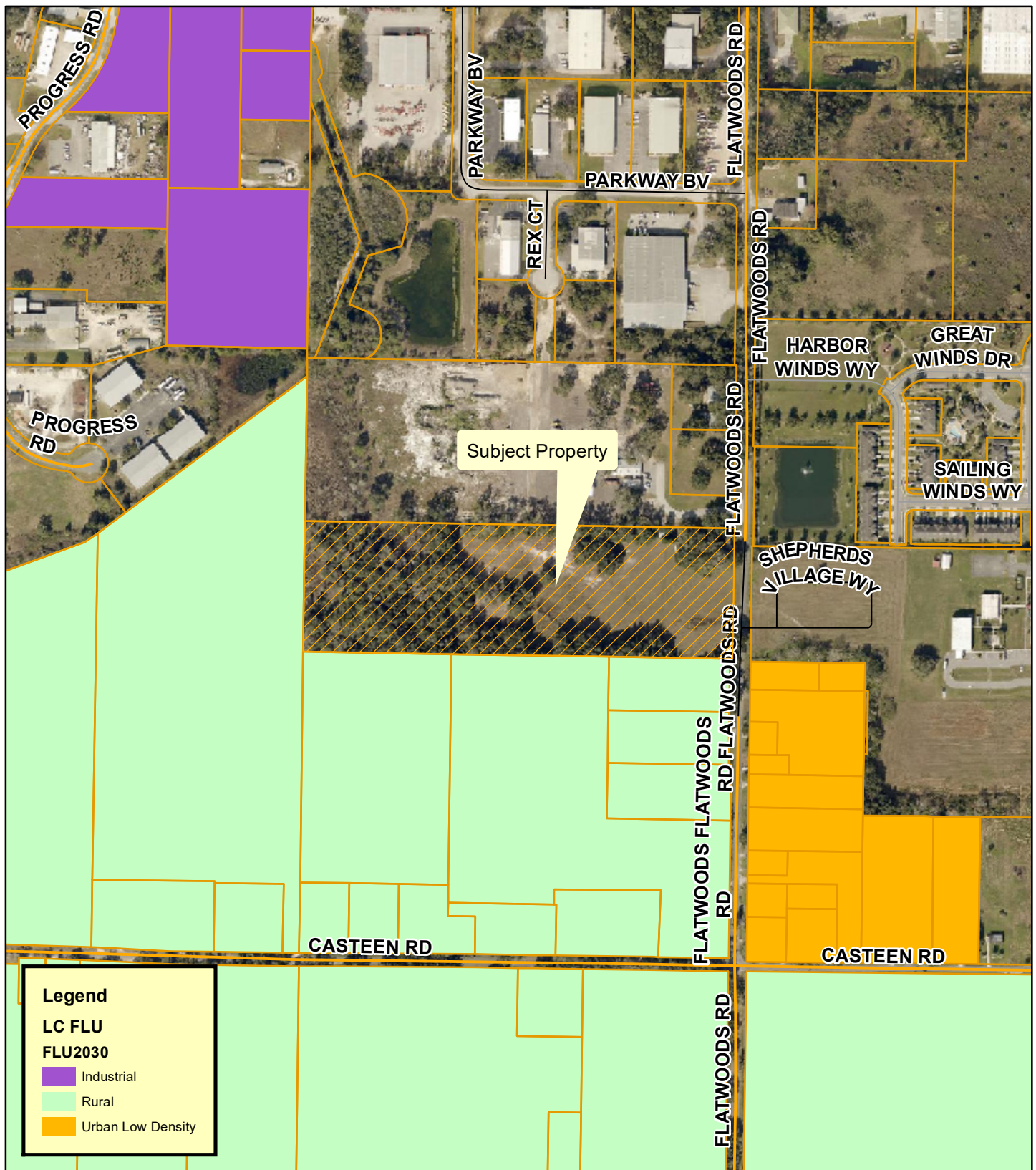


**Planning
& Zoning
Division**

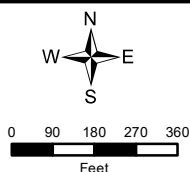


Warehouse Flatwoods
Case Numbers: SSCP-22-493, PUD-22-495
AK#: 2700572
Section 29, Township 19 South, Range 24 East
October 31, 2022

Lake County Future Land Use



**Planning
& Zoning
Division**



Warehouse Flatwoods
 Case Numbers: SSCP-22-493, PUD-22-495
 AK#: 2700572
 Section 29, Township 19 South, Range 24 East
 October 31, 2022

Proposed Future Land Use

Subject Property

Legend

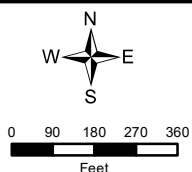
- Industrial

Planning & Zoning Division

Warehouse Flatwoods
Case Numbers: SSCP-22-493, PUD-22-495
AK#: 2700572
Section 29, Township 19 South, Range 24 East
November 3, 2022

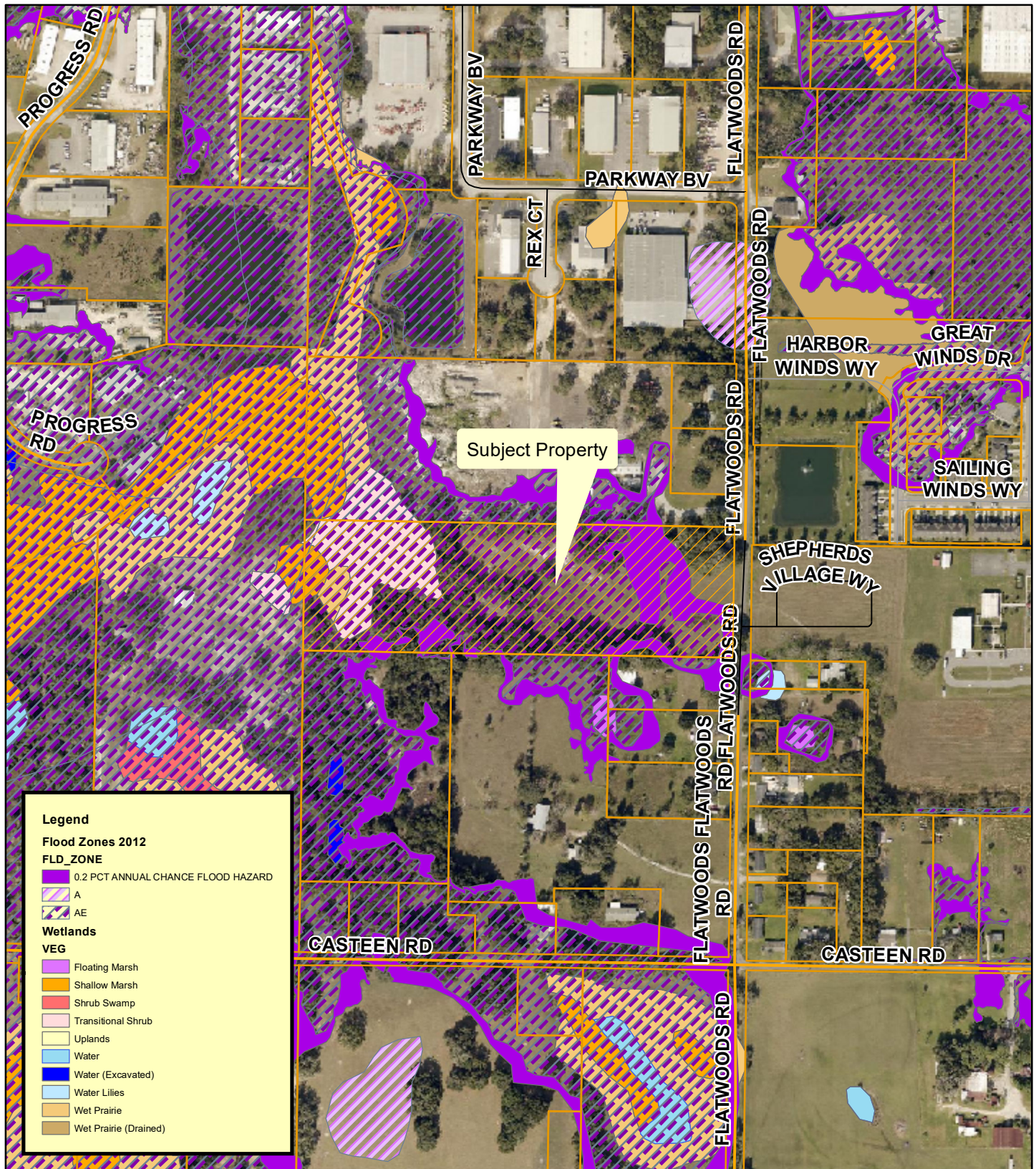


Planning & Zoning Division

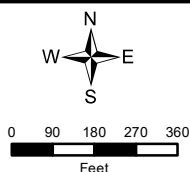


Warehouse Flatwoods
Case Numbers: SSCP-22-493, PUD-22-495
AK#: 2700572
Section 29, Township 19 South, Range 24 East
November 3, 2022

Flood Zone and Wetlands



**Planning
& Zoning
Division**



Warehouse Flatwoods
 Case Numbers: SSCP-22-493, PUD-22-495
 AK#: 2700572
 Section 29, Township 19 South, Range 24 East
 October 31, 2022

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: January 9, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 11 +/- acres from City of Leesburg R-2 (Medium Density Residential) to City of Leesburg PUD (Planned Unit Development) to allow for the development of a 5,000 SF office and 40,000 SF warehouse facilities for metal structures/carports for a property generally located west of Flatwoods Road, north of Casteen Road, and south of Parkway Boulevard, lying in Section 29, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Warehouse Flatwoods)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from City of Leesburg R-2 (Medium Density Residential) to City of Leesburg PUD (Planned Unit Development) to allow for the development of a 5,000 SF office and 40,000 SF warehouse facilities for metal structures/carports.

Analysis:

The project site is approximately 11 +/- acres, and is generally located west of Flatwoods Road, north of Casteen Road, and south of Parkway Boulevard as shown on the attached maps. At this time, the property has one (1) single-family residence with one (1) detached garage, one (1) carport, and one (1) utility building. The proposal will allow for the development of a 5,000 SF office and 40,000 SF warehouse facilities for metal structures/carports. The existing land uses surrounding the property are industrial, single-family, vacant residential, manufactured subdivision, plate of worship, timber, and industrial. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on December 15, 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 11 +/- ACRES FROM CITY OF LEESBURG R-2 (MEDIUM DENSITY RESIDENTIAL) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR THE DEVELOPMENT OF A 5,000 SF OFFICE AND 40,000 SF WAREHOUSE FACILITIES FOR METAL STRUCTURES/CARPORTS FOR A PROPERTY GENERALLY LOCATED WEST OF FLATWOODS ROAD, NORTH OF CASTEEN ROAD, AND SOUTH OF PARKWAY BOULEVARD, LYING IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (WAREHOUSE FLATWOODS)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.

Based upon the petition of Hosea Ortigoza (Metal Structure Company USA, LLC, Petitioner) for Warehouse Flatwoods 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 City of Leesburg R-2 (Medium Density 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 _____ day of _____ 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A

LEGAL DESCRIPTION METAL STRUCTURES COMPANY USA, LLC

PARCEL "A": The North 396.00 feet of the N.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of Section 29, Township 19 South, Range 24 East, Lake County, Florida; LESS the North 208.71 feet of the East 208.71 feet of the above described property and also less the East 232.58 feet of the South 187.29 feet thereof.

PARCEL "B": The South 187.29 feet of the North 396.0 feet of the East 232.58 feet of the N.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of Section 29, Township 19 South, Range 24 East, Lake County, Florida. LESS: Right of way for County Road No. 2-4105.

PARCEL "C": The North 208.71 feet of the East 208.71 feet of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 29, Township 19 South, Range 24 East, Lake County, Florida. LESS: Right of way for County Road No. 2-4105.

**FLATWOODS WAREHOUSE
PLANNED UNIT DEVELOPMENT CONDITIONS
December 15, 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 **Metal Structures Company USA, LLC 2206 Griffin Road, Leesburg, FL, 34748**, (Greg Beliveau, LPG Urban and Regional Planners, 1162 Camp Avenue, Mt. Dora, Florida 32757 **Petitioner**), “Permittee” 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 approval for a proposed Planned Unit Development (PUD) zoning district to allow construction of a 5,000 square foot office and maximum 40,000 square foot industrial space on approximately 11.84 +/- acres, generally located north of Casteen Road, west of Flatwoods Road, and south of Parkway Boulevard, 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 **Metal Structures Company USA, LLC, as owner**, 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 A, Legal Description.
3. **LAND USE**
The above-described property, containing approximately 11.84 +/- acres, shall be used for office and warehouse spaces, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. General office uses
2. Warehouse and freight movement
3. Mini-warehouse
4. Light Industrial
5. Wholesale trade

B. Prohibited Uses

1. Bars, clubs and lounges
2. Liquor/Package stores (alcohol)
3. Second hand "Thrift" or Consignment shops
4. Tattoo parlors
5. Check cashing stores
6. Vehicle sales
7. Adult uses
8. Pawn shops
9. Smoke shops
10. Junk or scrap/recycling collection/distribution
11. Passenger terminals
12. Rehab centers (including drug and alcohol)
13. Residential uses
14. Social services
15. Transient accommodations
16. Truck stops
17. Waste related services
18. Crematoriums
19. Modular homes
20. Manufactured homes
21. All other uses not specifically permitted within these conditions under Permitted Uses
22. above shall be prohibited.

C. Accessory Uses

1. Outdoor storage
2. Retail uses
3. Temporary modular office for use during construction
4. Accessory structures for outside storage

4. DEVELOPMENT STANDARDS

A. General

1. The project shall contain a maximum of 45,000 square feet of industrial, uses on approximately 11.84 acres of land, as shown on **Exhibit C, Conceptual Development Plan**.
2. The location and design of the uses within the project may be adjusted to allow adequate access and egress.

B. Minimum Development Standards

1. Minimum lot development standards shall be those of the M-1 (Industrial) zoning district, except as amended by these conditions.

2. Final lot sizes and setbacks may be adjusted by staff during the site plan review process to meet the intent of this PUD (Planned Unit Development) zoning.
 3. The project shall contain a minimum of 35% open space.
- B. Setbacks
1. Minimum distance between structures shall be 20 feet; measured from the nearest vertical wall of adjacent buildings.
 2. Other setbacks shall be governed by the M-1 (Industrial) zoning district.
- C. Impervious Surface Coverage
1. Impervious surface coverage shall not exceed 65 percent of the total property, and open space shall not be less than 35 percent of the total property area.
- D. Easements
1. As part of the development process, easements shall be provided as required by the City of Leesburg and other utility providers, including but not limited to water, wastewater, natural gas, electric, fiber, cable, and communications, for installation and maintenance of utilities
- E. Dark Sky Lighting
1. The Permittee shall utilize "Dark Sky" lighting principles when selecting lighting fixtures for all property 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.

5. LANDSCAPING, BUFFER & OPEN SPACE REQUIREMENTS

- A. General landscape and buffer requirements
1. A master landscape plan shall be submitted during the Site Plan Review Process for review by City staff. This plan shall show all buffer/boundary areas, parking lots, access points and new construction, and shall be reviewed for consistency with this PUD document and City of Leesburg landscape code requirements.
 2. All landscaped areas shall be designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
All required landscaping and buffering shall be constructed in accordance with regulations contained within the City of Leesburg Code of Ordinances.
 3. 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.
 4. For purposes of water conservation, any required irrigated area shall meet the requirements of section 25-337(c)(4), as amended, City of Leesburg Code of Ordinances.
 5. A ten (10) foot landscaped buffer tract shall be provided to the east adjacent to Flatwoods Road. Where adjacent to residential zoning, twenty-five (25) foot natural buffer, planted as shown below. All wetland areas shall have a minimum twenty-five (25) foot separate buffer tract.
 6. A six (6) foot high fence shall be provided along the interior of the property, where adjacent to residential uses. This fence shall be constructed of PVC, chain, or other synthetic material and shall be constructed on or within the property lines.

7. Where not otherwise required herein, all landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329.
8. Minimum open space allowance for the site shall be 35% which may consist of wetlands, stormwater ponds, recreational areas and common areas.
9. Variations to the Landscape, Open Space and Buffer requirements of this agreement may be approved by the Community Development Director or designee, as long as the intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.
10. The surveying of trees on the property shall be conducted as follows:
 - a. 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.
 - b. 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.
 - c. Tree sample plots shall be located and trees identified by a registered landscape architect, certified arborist, or certified forester or licensed surveyor

6. TRANSPORTATION IMPROVEMENTS

A. Approvals for Improvements

1. All transportation improvements shall be contingent upon Site Plan approval by City of Leesburg staff during development review/permit application.
2. Said approval shall also be contingent upon review and approval by the Lake Sumter MPO, Lake County and the Florida Department of Transportation as required by law.
3. The Permittee shall be responsible for obtaining all necessary Lake County and City of Leesburg permits for future development of the project site and a copy of all permits shall be provided to the City of Leesburg.
4. A traffic/transportation study or request for exemption, 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.

7. SIGNAGE

A. Ground Signs - General

1. One monument style ground sign shall be permitted for the property. The overall design and architectural style shall be consistent with the overall building design. Ground signs shall not be permitted on vacant property.
2. Ground signs shall be designed and constructed to comply with the standards and meet all sign requirements of the City of Leesburg Code of Ordinances except as noted herein.

B. Setbacks/standards for ground signs.

1. The maximum height shall be eight (8) feet.
2. The maximum sign area shall be forty-eight (48) feet.
3. The minimum setback from a right-of-way line shall be five (5) feet.
4. The minimum setback from any side or rear yard property line shall be twenty (20) feet.
5. The minimum setback from any residential zoning district shall be thirty (30) feet.

C. Wall signs

1. All wall signs shall be designed and constructed to comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.

8. PARKING

A. Standard Parking Requirements

1. The permittee shall provide off-street parking spaces within the property per the conceptual site plan, as amended, pursuant to the City of Leesburg Code of Ordinances, as amended, for each use as proposed.

B. Handicapped parking requirements

1. Parking requirements for handicapped accessible spaces, including number, size and design shall be met through providing the required number based on the City of Leesburg Code of Ordinances, as amended. Handicap parking standards of the Americans with Disabilities Act shall apply.

C. Limitations

1. The location and design of the proposed parking areas will be reviewed during the site plan review process to provide for adequate parking, which may limit the permitted uses of the site.

9. UTILITIES

A. 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:

1. 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.
2. 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, 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.
3. 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

A. 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:

1. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
2. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
3. 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 owner's association is an acceptable maintenance entity.
4. The existing 100-year flood plain shown shall be shown on all plans and lots.
5. 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.
6. 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.
7. 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. 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. 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 twenty-five (25) feet from any wetland jurisdiction boundary, or as determined by the appropriate jurisdictional agency.
- 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. If there are currently FEMA flood zones located on the parcel, 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. 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 this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. The terms of this PUD (Planned Unit Development) zoning agreement shall be substantially implemented within one hundred twenty (120) months. If the terms of this agreement have not been substantially implemented within this time period, this PUD shall expire of its own accord, without further action by the City, and the City shall initiate the public hearing process to rezone the property to its prior classification, or if that classification is no longer available, the closest available zoning classification. In the interim, after this PUD expires but prior to completion of the rezoning to prior classification, no applications for the use of, or construction of improvements on, the property shall be accepted.
- C. Satisfaction of substantial implementation shall be attained at such point as the developer has performed the following:
- D. Completed and received approval from the City of Leesburg for the site plan review process for completion of one (1) phase of the approved site development plan, to include permits from regional and State of Florida agencies as required by law.
- E. Substantially commenced construction on the site (which shall require vertical construction, not just site work).

13. MISCELLANEOUS CONDITIONS

A. Uses

1. The uses of the proposed project shall only be those uses identified in the approved Small Planned Unit Development Conditions. Any other proposed use must be specifically authorized by the Planning Commission or City Commission, as applicable, in accordance with the Planned Unit Development amendment process.

B. Approvals

1. 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 Code of Ordinances.

C. Compliance

1. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.

D. Transfer of Ownership

1. The transfer of ownership or lease of any or all of the property described in this SPUD Agreement 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 this Small 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 Code of Ordinances, as amended.

E. Benefit

1. 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 herein set out.

F. Plan Submittal

1. These conditions of approval shall be recited within the site plan and construction plan submittals.

14. LEVELS OF SERVICE

A. Levels of Service

As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which could exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid waste. However, 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

Projected Capacities

1. 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.
2. If the development requires construction of new distribution or collection lines, the developer shall 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.

C. Commitment of Capacity

1. There are no previous commitments of any existing or planned excess capacity for this property.

D. 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 A

LEGAL DESCRIPTION

PARCEL "A": The North 396.0 feet of the N.E. 1/4 of the S.E. 1/4 of Section 29, Township 19 South, Range 24 East, Lake County, Florida; LESS the North 208.71 feet of the East 208.71 feet of the above described property and also less the East 232.58 feet of the South 187.29 feet thereof.

PARCEL "B": The South 187.29 feet of the North 396.0 feet of the East 232.58 feet of the N.E. 1/4 of the S.E. 1/4 of Section 29, Township 19 South, Range 24 East, Lake County, Florida, LESS right of way for County Road No. 2-4105.

PARCEL "C": The North 208.71 feet of the East 208.71 feet of the Northeast 1/4 of the Southeast 1/4 of Section 29, Township 19 South, Range 24 East, Lake County, Florida. LESS: Right of way for County Road No. 2-4105.

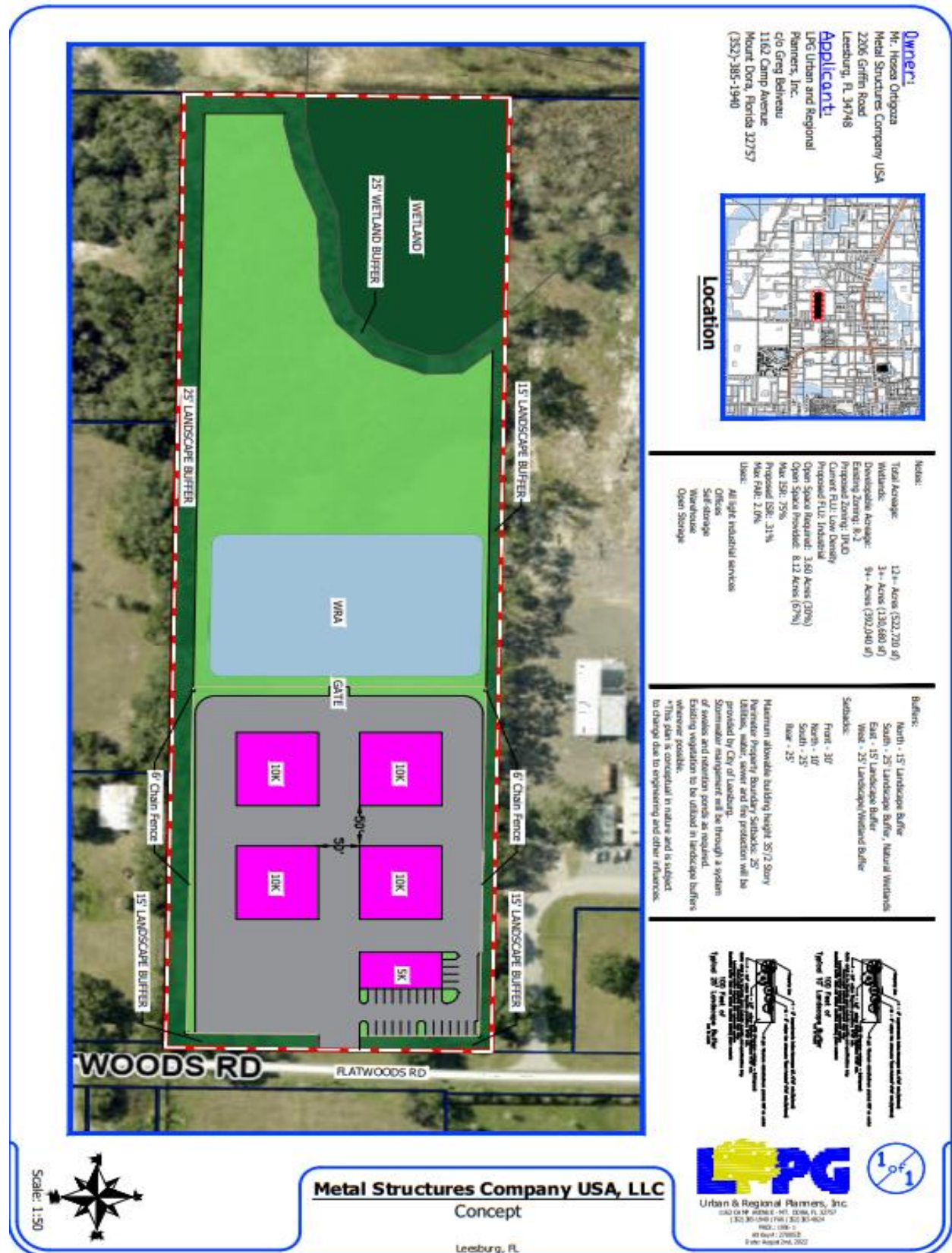


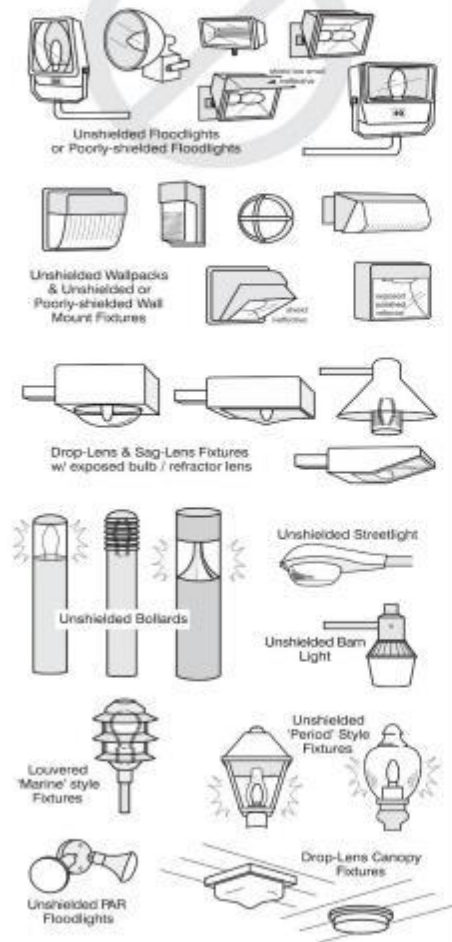
EXHIBIT G

TYPICAL DARK SKY LIGHTING FIXTURES

Examples of Acceptable / Unacceptable Lighting Fixtures

Unacceptable / Discouraged

Fixtures that produce glare and light trespass

**Acceptable**

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



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

DATE: December 15, 2022

OWNER: Metal Structures Company USA, LLC
PETITIONER: Michael Rankin, LPG Urban and Regional Planners, Inc.,
PROJECT: Warehouse Flatwoods
REQUEST: Small Scale Comprehensive Plan Amendment to Industrial; Zoning to PUD
(Planned Unit Development)
CASE NO.: SSCP 22-493; PUD-22-495

GENERAL LOCATION: The property is generally located west of Flatwoods Road, north of Casteen Road, and south of Parkway Boulevard.

FUTURE LAND USE DESIGNATION: City of Leesburg Low Density Residential

SURROUNDING FUTURE LAND USE DESIGNATION:

North –	City of Leesburg Industrial
South –	Lake County Rural
East –	City of Leesburg Low Density Residential, City of Leesburg Industrial, Lake County Rural, Lake County Urban Low Density
West –	City of Leesburg Industrial, City of Leesburg Conservation, Lake County Rural, Lake County Industrial

PROPOSED FUTURE LAND USE DESIGNATION: Industrial

EXISTING ZONING DESIGNATION: City of Leesburg R-2 (Medium Density Residential)

SURROUNDING ZONING DESIGNATIONS:

North –	City of Leesburg M-1 (Industrial)
South –	Lake County A (Agriculture), Lake County R-1 (Rural Residential)
East –	City of Leesburg C-3 (Highway Commercial), City of Leesburg M-1 (Industrial), City of Leesburg R-3 (High Density Residential), Lake County A (Agriculture), Lake County R-1 (Rural Residential), Lake County R-6 (Urban Residential)
West –	City of Leesburg M-1 (Industrial), City of Leesburg CIP (Commercial/Industrial Planned), City of Leesburg SPUD (Small Planned Unit Development), Lake County A (Agriculture), Lake County LM (Light Industrial), Lake County HM (Heavy Industrial)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Single-family

SURROUNDING LAND USE:

North –	Industrial, Single-family
South –	Vacant Residential, Manufactured Subdivision, Single-family
East –	Single-family, Place of Worship
West –	Timber, Industrial

PROPOSED LAND USE: 5,000 SF office and 40,000 SF warehouse facilities for metal structures/carports.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: December 9, 2022
OWNER: Metal Structures Company USA, LLC
PETITIONER: Hosea Ortigoza, Metal Structures Company USA, LLC
PROJECT: Warehouse Flatwoods
REQUEST: Small Scale Comprehensive Plan Amendment to Industrial; Zoning to PUD (Planned Unit Development)
CASE NO.: SSCP 22-493, PUD-22-495

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 12/9/22

FIRE

In reference to Case Number SSCP-22-493 & PUD-22-495

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-22-493 & PUD-22-495 is outside the recommended four-minute response time for initial responding fire apparatus. Amanda Stevenson 12/6/22

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 has no objections. 3 phase power is not available at this time. Line extensions would be required and the cost would be passed on to the developer. Steve Davis 11/30/22

GAS

Natural gas is available. Thank you, Brandon Smith 12/8/22

GIS

GIS has no comments. Tammy Magamoll 11/30/22

BUILDING

No comments received as of 12/9/22

PUBLIC WORKS

Public Works has no issues with this Project. Cliff Kelsey 12/1/22

ADDRESSING

No comments received as of 12/9/22

ECONOMIC DEVELOPMENT

No comments received as of 12/9/22

LAKE COUNTY PUBLIC WORKS

No comments received as of 12/9/22

LAKE COUNTY SCHOOLS

The school district doesn't have any comments for the proposed industrial use. Thanks, Helen LaValley 12/5/22

PUBLIC RESPONSES

Approval

No comments received as of 12/9/22

Disapproval

No comments received as of 12/9/22

No comment

No comments received as of 12/9/22

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: December 15, 2022
OWNER: Metal Structures Company USA, LLC
PETITIONER: Hosea Ortigoza
PROJECT: Warehouse Flatwoods
REQUEST: Rezoning from R-2 (Medium Density Residential) to PUD (Planned Unit Development)
CASE NO.: PUD-22-495

THE PLANNING & ZONING DIVISION RECOMMENDS:

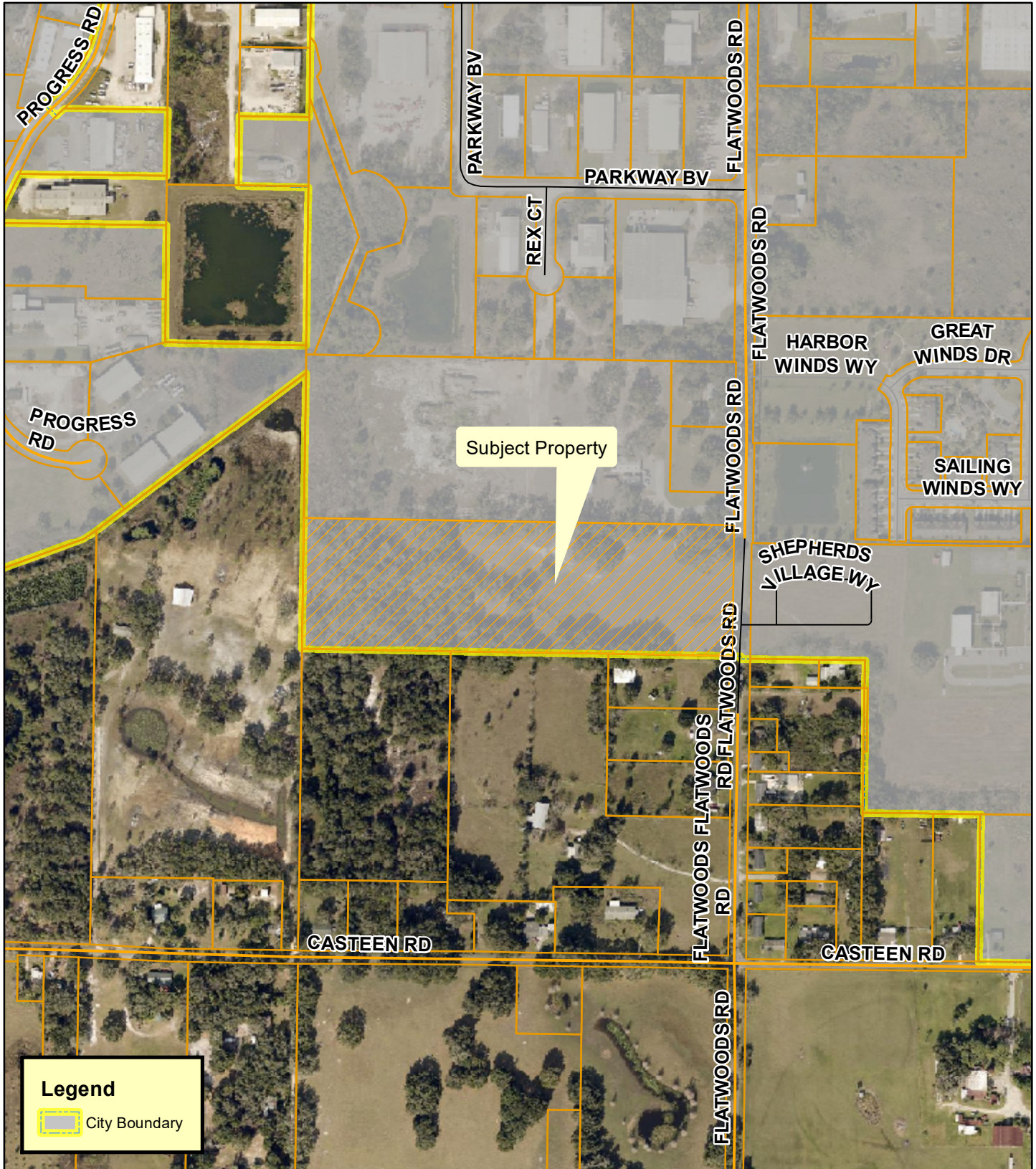
APPROVAL of this request for the following reason(s):

1. As conditioned in the PUD, the proposed request is compatible with the current surrounding zoning districts of M-1 (Industrial) and R-3 (High Density Residential) and does not appear to create a detriment to surrounding properties.
2. The proposed zoning district of PUD (Planned Unit Development) as conditioned is compatible with the adjacent, existing Future Land Use categories of City of Leesburg Industrial and Low Density, and with Lake County Rural Future Land Use category.
3. The rezoning of the subject property is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, and Objective 1.6.

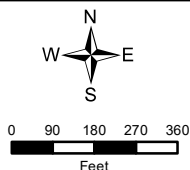
Action Requested:

1. Vote to approve staff's recommendation to change the future land use of the subject property from R-2 (Medium Density Residential) to M-1 (Industrial) and forward to the City Commission for consideration.

City of Leesburg Boundary



**Planning
& Zoning
Division**

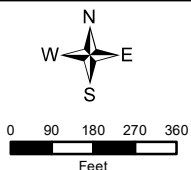


Warehouse Flatwoods
Case Numbers: SSCP-22-493, PUD-22-495
AK#: 2700572
Section 29, Township 19 South, Range 24 East
October 31, 2022

Aerial

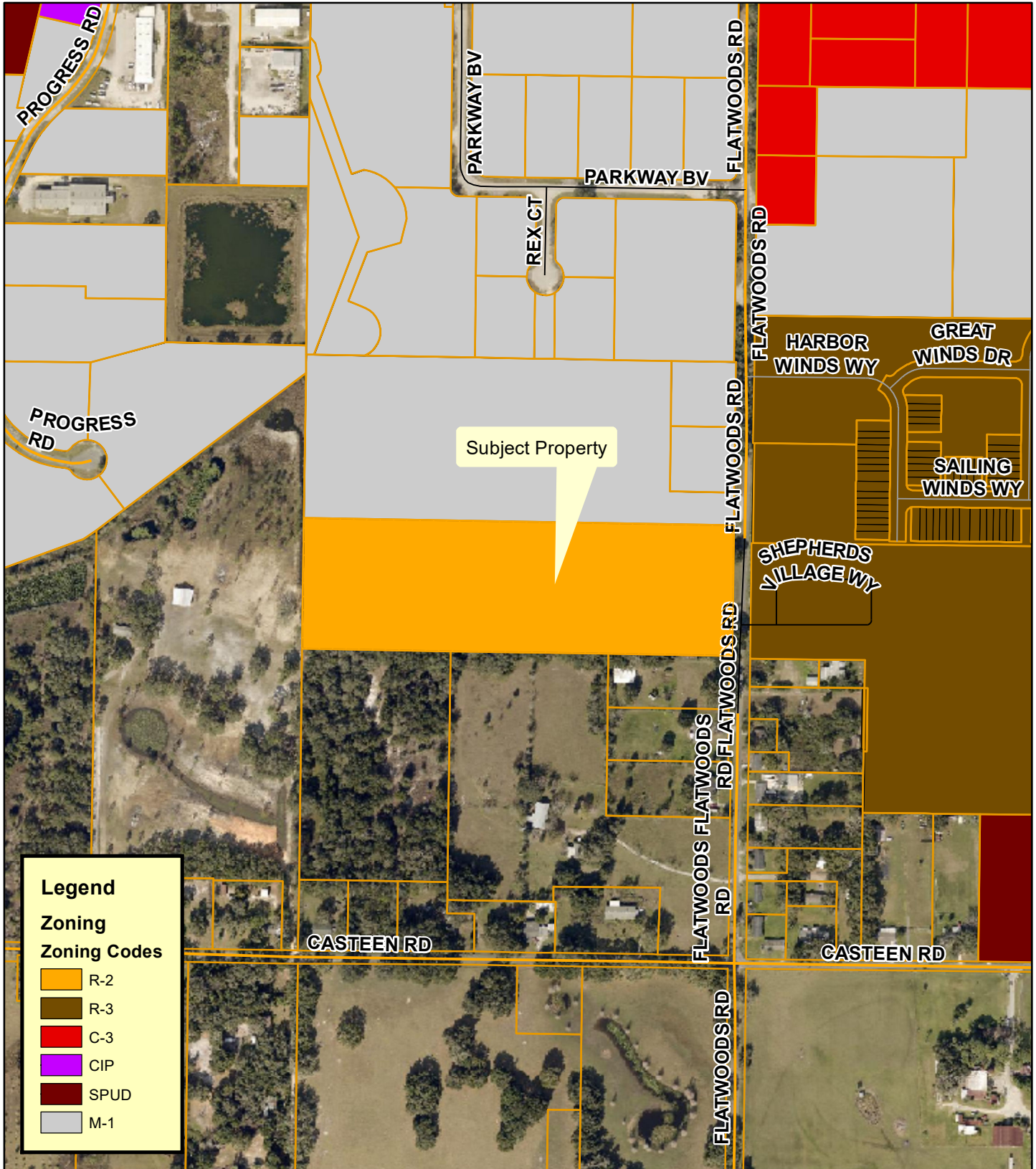


**Planning
& Zoning
Division**

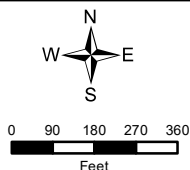


Warehouse Flatwoods
Case Numbers: SSCP-22-493, PUD-22-495
AK#: 2700572
Section 29, Township 19 South, Range 24 East
November 8, 2022

Zoning

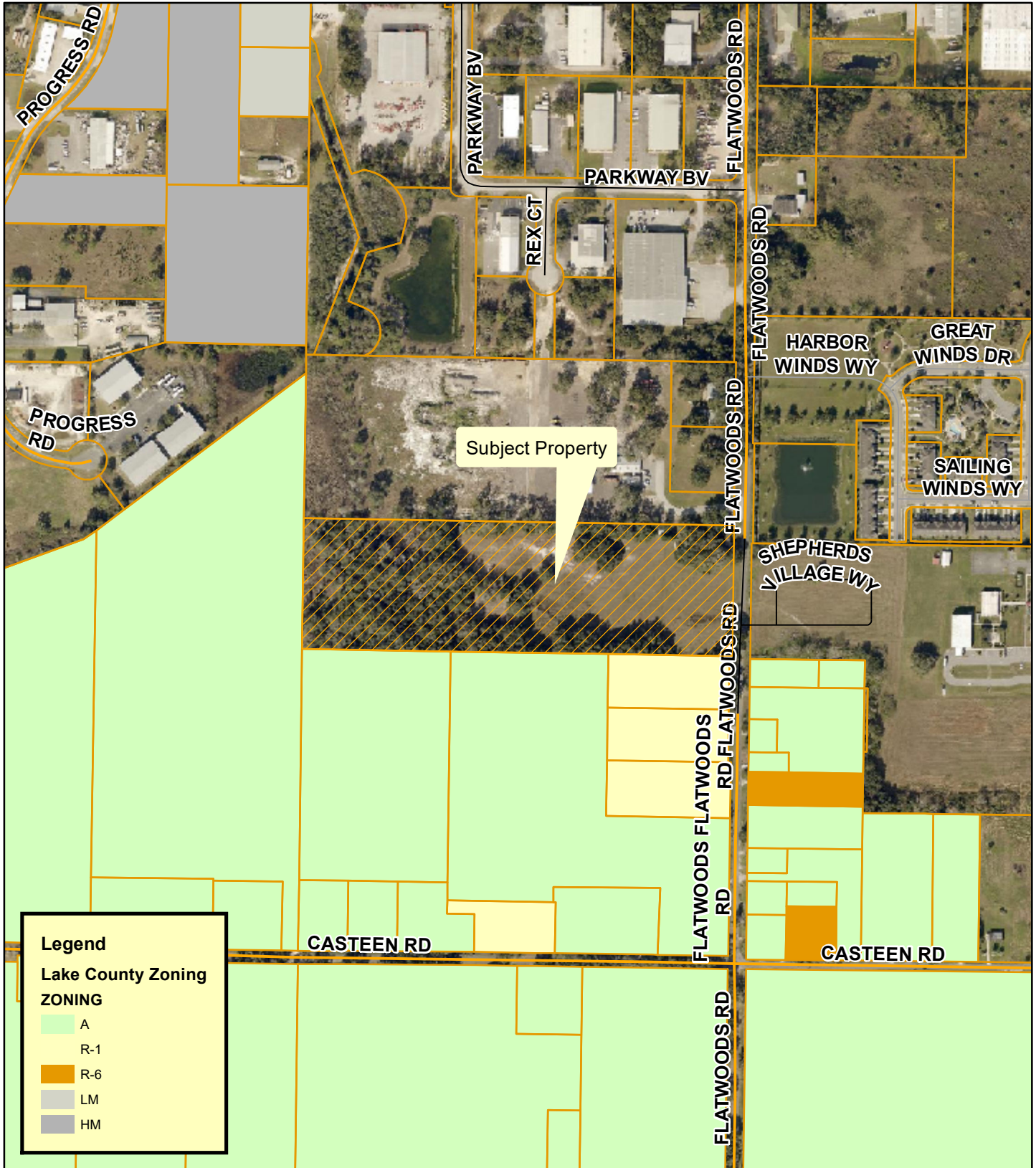


**Planning
& Zoning
Division**

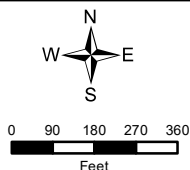


Warehouse Flatwoods
Case Numbers: SSCP-22-493, PUD-22-495
AK#: 2700572
Section 29, Township 19 South, Range 24 East
October 31, 2022

Lake County Zoning

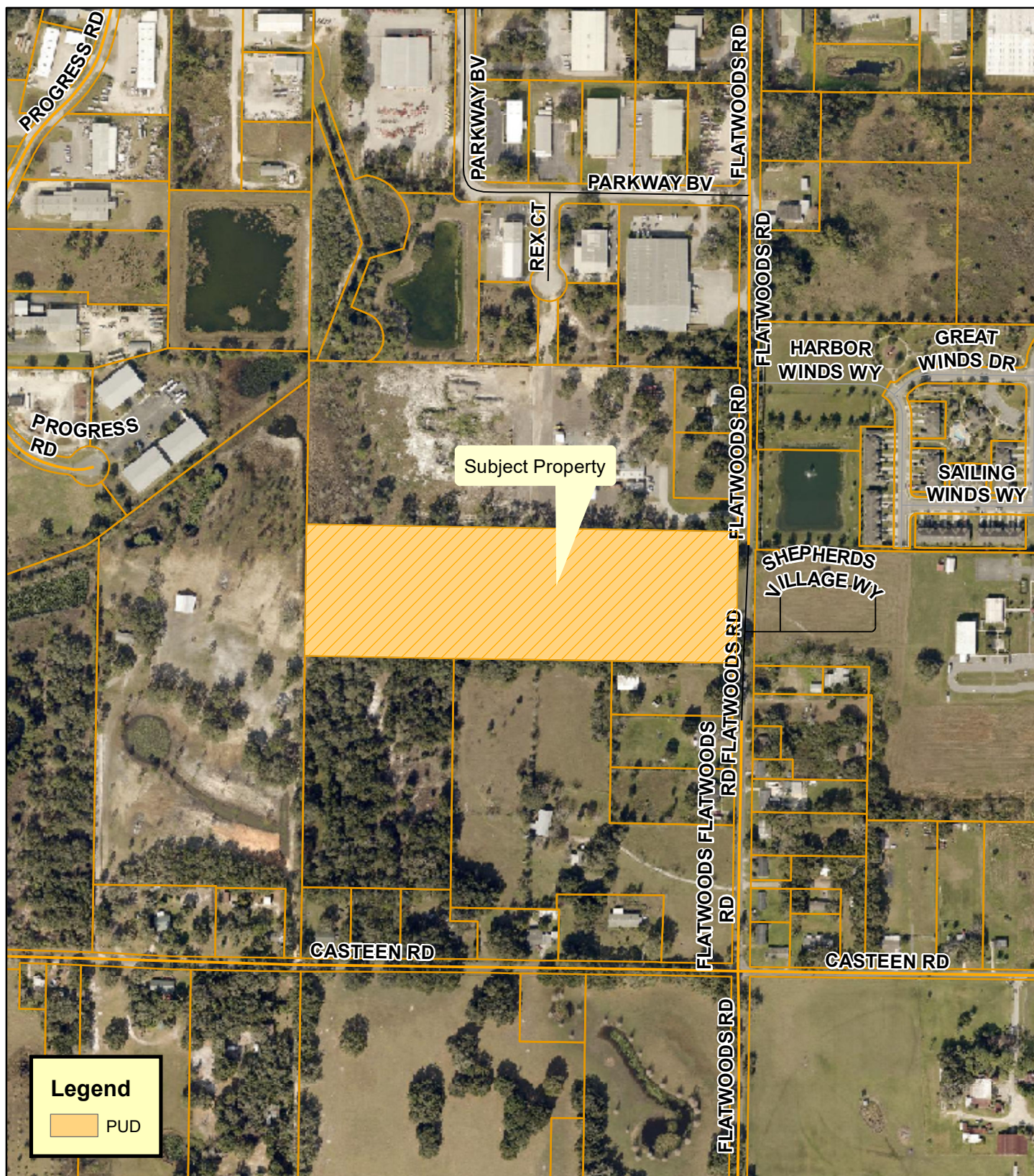


**Planning
& Zoning
Division**

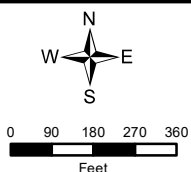


Warehouse Flatwoods
Case Numbers: SSCP-22-493, PUD-22-495
AK#: 2700572
Section 29, Township 19 South, Range 24 East
October 31, 2022

Proposed Zoning



Planning & Zoning Division

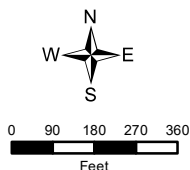


Warehouse Flatwoods
Case Numbers: SSCP-22-493, PUD-22-495
AK#: 2700572
Section 29, Township 19 South, Range 24 East
November 3, 2022

Surrounding Property Uses



**Planning
& Zoning
Division**



Warehouse Flatwoods
Case Numbers: SSCP-22-493, PUD-22-495
AK#: 2700572
Section 29, Township 19 South, Range 24 East
October 31, 2022

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: January 9, 2023

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

Subject: An Ordinance of the City of Leesburg, Florida amending Future Land Use Element, Policy 1.1.6 to remove references to project acreage and the project boundary map, as well as to clarify that town centers are mixed use centers; amending the Villages of West Lake project boundary to reflect the newly added lands; amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg by changing the Future Land Use Map designation of certain property containing 18.34 +/- acres from Institutional to Age Restricted Development, for a property located south of County Road 470 and east of the Florida turnpike, lying in Section 17, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (The Villages of West Lake)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the requested amendments to Future Land Use Element, Policy 1.1.6, the request to amend the Villages of West Lake project boundary map to reflect newly added lands, and the request to amend the Future Land Use Map of the Comprehensive Plan by changing the Future Land Use Map designation of 18.34 +/- acres from Institutional to Age Restricted Development.

Analysis:

The “Age Restricted Development” future land use is designed to provide a category specifically for senior (age 55+) residential lifestyles, consistent with the ongoing market demand for retirement communities in Central Florida. The proposed amendments will clarify an existing policy in the Future Land Use Element, provide updated boundaries for the overall project, and apply an appropriate future land use designation for the 18.34 +/- acre parcel that is generally located south of County Road 470 and east of the Florida turnpike.

The Planning Commission held a public hearing on the application on November 17, 2022 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested text and map amendments; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a 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 AMENDING FUTURE LAND USE ELEMENT, POLICY 1.1.6 TO REMOVE REFERENCES TO PROJECT ACREAGE AND THE PROJECT BOUNDARY MAP, AS WELL AS TO CLARIFY THAT TOWN CENTERS ARE MIXED USE CENTERS; AMENDING THE VILLAGES OF WEST LAKE PROJECT BOUNDARY TO REFLECT THE NEWLY ADDED LANDS; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG BY CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 18.34 +/- ACRES FROM INSTITUTIONAL TO AGE RESTRICTED DEVELOPMENT, FOR A PROPERTY LOCATED SOUTH OF COUNTY ROAD 470 AND EAST OF THE FLORIDA TURNPIKE, LYING IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (THE VILLAGES OF WEST LAKE)

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;

Future Land Use Element, Policy 1.1.6 is amended to remove references to project acreage and the project boundary map, as well as to clarify that town centers are mixed use centers, amend the Villages of West Lake project boundary to reflect newly added lands, amend the Future Land Use Map by changing the designation of approximately 18.34 +/- acres of land generally located south of County Road 470 and east of Florida's Turnpike from Institutional to Age Restricted Development, as shown on the revised map of said area, lying in Section 17, Township 20 South, Range 24 East, Lake County Florida;

Section 2.

That this amendment is hereby transmitted to the Department of Economic Opportunity as required by the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

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 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 _____ day of _____ 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk



CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE: November 17, 2022
PROJECT: The Villages of West Lake
REQUEST: Large Scale Comprehensive Plan Amendment
CASE NO.: LSCP-22-468

Summary

Proposed herein is a request for property known as The Villages of West Lake, a master planned mixed use project within the City of Leesburg. The proposed amendment seeks to:

1. Revise Future Land Use Element, Policy 1.1.6 to remove references to project acreage and the project boundary map, and to clarify that town centers are mixed use centers; and
2. Amend the Villages of West Lake project boundary to reflect the newly added lands; and
3. Re-designate an 18.34+/- acre parcel from Institutional to Age Restricted Development on the Future Land Use Map.

The “Age Restricted Development” future land use is designed to provide a category specifically for senior (age 55+) residential lifestyles consistent with the ongoing market demand for retirement communities in Central Florida. The proposed amendments will clarify existing policy in the Future Land Use Element, provide updated boundaries for the overall project, and apply an appropriate future land use designation for the 18.34+/- acre parcel. Therefore,

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of this request, for the following reasons;

1. This request will amend the comprehensive plan future land use category on an 18.34+/- acre area of land to apply an appropriate future land use category for The Villages of West Lake property in the City of Leesburg.
2. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Large Scale Comprehensive Plan Amendments.

3. The request is compatible with the proposed future land use designation of ARD (Age Restricted Development), and with adjacent properties under the Future Land Use designations of Industrial-Technology Commercial Park, Neighborhood Mixed Use and Institutional.
4. The request is compatible with the proposed zoning designation of ARD (Age Restricted Development), and with adjacent property zoned ARD (Age Restricted Development), PUD (Planned Unit Development) and P (Public).
5. The proposed Future Land Use designation of ARD (Age Restricted Development) permits uses compatible with the Naval Undersea Warfare Center Okahumpka (NUWC) and the American Planning Association (APA) land use recommendations for compatibility with NUWC buffer zones.

Action Requested:

1. Vote to approve the Large-Scale Comprehensive Plan Map Amendment designation from Institutional to Age Restricted Development, together with Exhibit 1 *Legal Description*, Exhibit 2, *Sketch for Description*, and Exhibit 3 *Policy/Text Revisions*, as attached hereto, and forward to the City Commission for Consideration.

**THE VILLAGES OF WEST LAKE
FIFTH AMENDMENT - COMPREHENSIVE PLAN**

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1093, PAGE 476, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID LANDS LYING WITHIN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 17; THENCE RUN SOUTH 89°24'17" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 128.15 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°35'43" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601) AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 89°24'17" EAST, A DISTANCE OF 1371.42 FEET TO A POINT OF CURVATURE OF A 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°30'54" EAST AND A CHORD LENGTH OF 376.62 FEET; 2) THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°46'47", AN ARC DISTANCE OF 378.50 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN SOUTH 02°05'38" EAST, A DISTANCE OF 424.83 FEET; THENCE RUN NORTH 79°06'44" WEST, A DISTANCE OF 375.69 FEET; THENCE RUN NORTH 82°34'21" WEST, A DISTANCE OF 241.03 FEET; THENCE RUN NORTH 25°13'16" WEST, A DISTANCE OF 353.53 FEET; THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 251.69 FEET; THENCE RUN SOUTH 76°06'40" WEST, A DISTANCE OF 83.70 FEET TO A POINT ON A 910.00 FOOT RADIUS NONTANGENT CURVE, CONCAVE TO THE WEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13°28'14" WEST AND A CHORD LENGTH OF 391.61 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°51'03", AN ARC DISTANCE OF 394.69 FEET TO A POINT OF REVERSE CURVATURE OF A 790.00 FOOT RADIUS CURVE CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02°23'07" EAST AND A CHORD LENGTH OF 748.60 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°33'45", AN ARC DISTANCE OF 779.89 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 82°39'55" WEST, A DISTANCE OF 99.56 FEET; THENCE RUN NORTH 31°31'47" WEST, A DISTANCE OF 693.99 FEET; THENCE RUN NORTH 32°11'10" WEST, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4895, PAGE 332, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND A POINT OF CURVATURE OF A 525.00 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°52'16" WEST AND A CHORD LENGTH OF 294.96 FEET; THENCE ALONG THE EAST LINE OF SAID LANDS THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°37'48", AN ARC DISTANCE OF 298.99 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 00°26'37" EAST, A DISTANCE OF 226.37 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING EAST LINE OF SAID LANDS, RUN NORTH 89°23'51" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 39.47 FEET TO A POINT ALONG THE RIGHT-OF-WAY TO LAKE COUNTY PER OFFICIAL RECORDS BOOK 3316, PAGE 54, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING NORTH LINE OF SAID LANDS, RUN NORTH 00°35'43" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

SKETCH FOR DESCRIPTION

SKETCH FOR DESCRIPTION

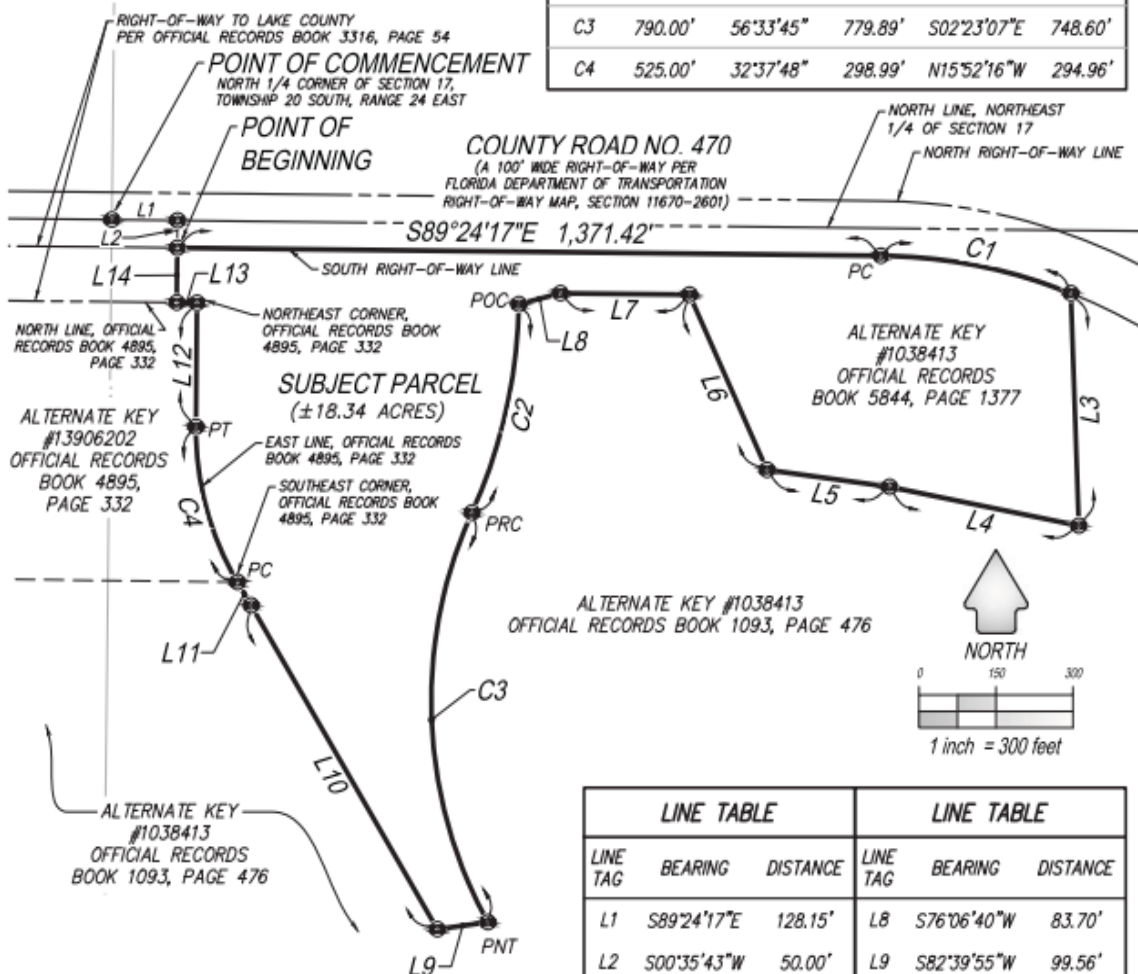
LEGEND: (NOT A FIELD SURVEY)

EXHIBIT " A " SHEET 02 OF 02

LB = LICENSED BUSINESS
POC = POINT ON CURVE
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
PRC = POINT OF REVERSE CURVATURE
PNT = POINT OF NON-TANGENCY
L# = REFERENCE TO LINE TABLE
C# = REFERENCE TO CURVE TABLE
C = CHANGE IN DIRECTION

CURVE TABLE

CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1096.40'	19°46'47"	378.50'	S79°30'54"E	376.62'
C2	910.00'	24°51'03"	394.69'	S13°28'14"W	391.61'
C3	790.00'	56°33'45"	779.89'	S02°23'07"E	748.60'
C4	525.00'	32°37'48"	298.99'	N15°52'16"W	294.96'



JEREMY D. HALICK, FLORIDA LICENSED SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6715

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 PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY. SKETCH IS SUBJECT TO REVISION UPON COMPLETION OF A BOUNDARY SURVEY.
3. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 WITH 2011 ADJUSTMENT. AS A REFERENCE FOR THIS SKETCH, THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST AS BEING SOUTH 89°24'17" EAST.

SEE SHEET 1 FOR DESCRIPTION



The City's Future Land Use Map is approved for the following development:

Table 1: EXISTING FUTURE LAND USE MAP AMOUNTS

Future Land Use Designation	Density/Intensity	Acres	Total Development Allowed
Institutional	2.0 FAR	18	1,568,160 SF government/ institutional
TOTAL ACREAGE		18	

Attached as **Exhibit B** is the supporting information used to calculate the current entitlements on the City's Future Land Use Map.

The Proposed Amendment proposes no increase in development entitlements. The current approvals for The Villages of West Lake are as follows:

- Residential – 14,185 dwelling units
- Non-Residential – 4,100,000 SF

The Project is planned as a continuation of The Villages with a mixture of uses provided to serve the daily needs of the residents connected by multi-use paths in order to keep traffic on-site. The proposed development entitlements for The Villages of West Lake identified above will be incorporated into Future Land Use Element Policy 1.1.6 as identified below:

Future Land Use Element Policy 1.1.6 – The Villages of West Lake - The Villages (referred to under this policy as "The Villages" or "the Project") is designated as Age Restricted Development (ARD) on the City of Leesburg's Future Land Use Map. The Project is approximately 2,615 acres and is located in southern Leesburg along the north side of the Florida Turnpike between the Sumter County line and the Florida Turnpike/CR 470 interchange and south of the Florida Turnpike on the east and west sides of County Road 48. The Project Boundary is identified on Map 1-3.

The Villages of West Lake must develop consistent with the following requirements:

a) The Villages is a mixed use development which will develop consistent with the Age Restricted Development (ARD) land use category which includes the mixed use development requirements pursuant to Future Land Use Objective 1.1k. The Project may include the following uses: residential (age restricted and non-age restricted), office, commercial/retail, hotel, medical, research and development, light industrial, institutional, education, recreation, urban agriculture and community farming, recreational vehicle development and other similar uses as well as supporting infrastructure (e.g. roads, water, sewer, etc.). The Villages may develop under multiple phases with specialized design standards as established in The Villages of West Lake Area A Chapter 163 Development Agreement and The Villages of West Lake Area B Chapter 163 Development Agreement (also referred to under this policy as "the Chapter 163

Agreements" or "the Agreements". The Agreements will also include design standards for the Project as required by Future Land Use Element Objective 1.1k. The design standards addressed in the Agreements shall include but not be limited to architectural design standards, building setbacks, landscaping and buffering and roadway design in order to ensure pedestrian and vehicular safety. Additionally, a separate expedited review process may also be included in the Chapter 163 Agreements. The Villages will utilize urban design principles in order to create a mixed use development pattern that establishes clear non-residential centers supported by residential development connected with an internal road system and trails to encourage walking, biking and other modes of transportation. Wetlands on-site will be protected consistent with the City's Comprehensive Plan as amended and the State and Federal permitting requirements which provides mitigation options such as regional mitigation banks. Wetlands on-site may also be utilized for passive recreation, trails, boardwalks, and bridge and/or road crossings subject to permitting.

b) The uses permitted in the City's agricultural land use and zoning are permitted on undeveloped land, before urban development commences if such uses are consistent with the City's Comprehensive Plan. Permitted uses may include but are not limited to silviculture, farming and animal husbandry.

c) The Villages will maintain compatibility with adjacent land uses through ensuring that residential uses are adjacent to off-site residential uses or through the use of vegetative buffering, fencing or a wall.

d) The following Project entitlements are planned:

<i>Non-Residential</i>	<i>4,100,000 square feet</i>
<i>Residential (Age Restricted)</i>	<i>14,185 dwelling units</i>

The Project entitlements may be used for any of the uses identified above which include but are not limited to: residential (age restricted and non-age restricted), office, commercial/retail, hotel, medical, research and development, light industrial, institutional, education, recreation, urban agriculture and community farming, recreational vehicle development and other similar uses as well as supporting infrastructure (e.g. roads, water, sewer, etc.). A land use conversion table will also be included within the Chapter 163 Agreements with the City for this Project, and will apply to the entire Project boundary. The land use conversion table will allow for a land use to exceed the Project entitlements above as long as another land use is reduced through the conversion matrix to ensure there is no increase in development traffic impacts. The conversion table will also allow for conversion of the uses identified above through City approval without the requirement for a comprehensive plan amendment. The Villages must provide the City notice and documentation to review of at least 30 days in advance of using the land use conversion table. The post conversion development shall be consistent with the City's Comprehensive Plan, as applicable, which includes the minimum mixed use requirements for an Age Restricted Development (ARD).

e) The property identified as Conservation/Recreation Area on Map I-3 is

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

DATE: November 17, 2022
OWNER: The Villages Land Company, LLC
PETITIONER: The Villages Land Company, LLC
PROJECT: The Villages of West Lake
REQUEST: Change Future Land Use Designation and Rezone to Age Restricted Development
CASE NO.: LSCP-22-468; RZ-22-469

GENERAL LOCATION: South of County Road 470 and east of Florida's Turnpike access

FUTURE LAND USE DESIGNATION: Institutional

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Age Restricted Development
South – Institutional; Industrial Technology Commercial Park
East – Institutional; Industrial Technology Commercial Park
West – Age Restricted Development; Industrial Technology Commercial Park; State of Florida (FDOT) acreage

PROPOSED FUTURE LAND USE DESIGNATION: Age Restricted Development

EXISTING ZONING DESIGNATION: P (Public)

SURROUNDING ZONING DESIGNATIONS:

North – ARD (Age Restricted Development)
South – PUD (Planned Unit Development)
East – P (Public); SPUD (Small Planned Unit Development)
West – PUD (Planned Unit Development); P (Public)

PROPOSED ZONING DESIGNATION: ARD (Age Restricted Development)

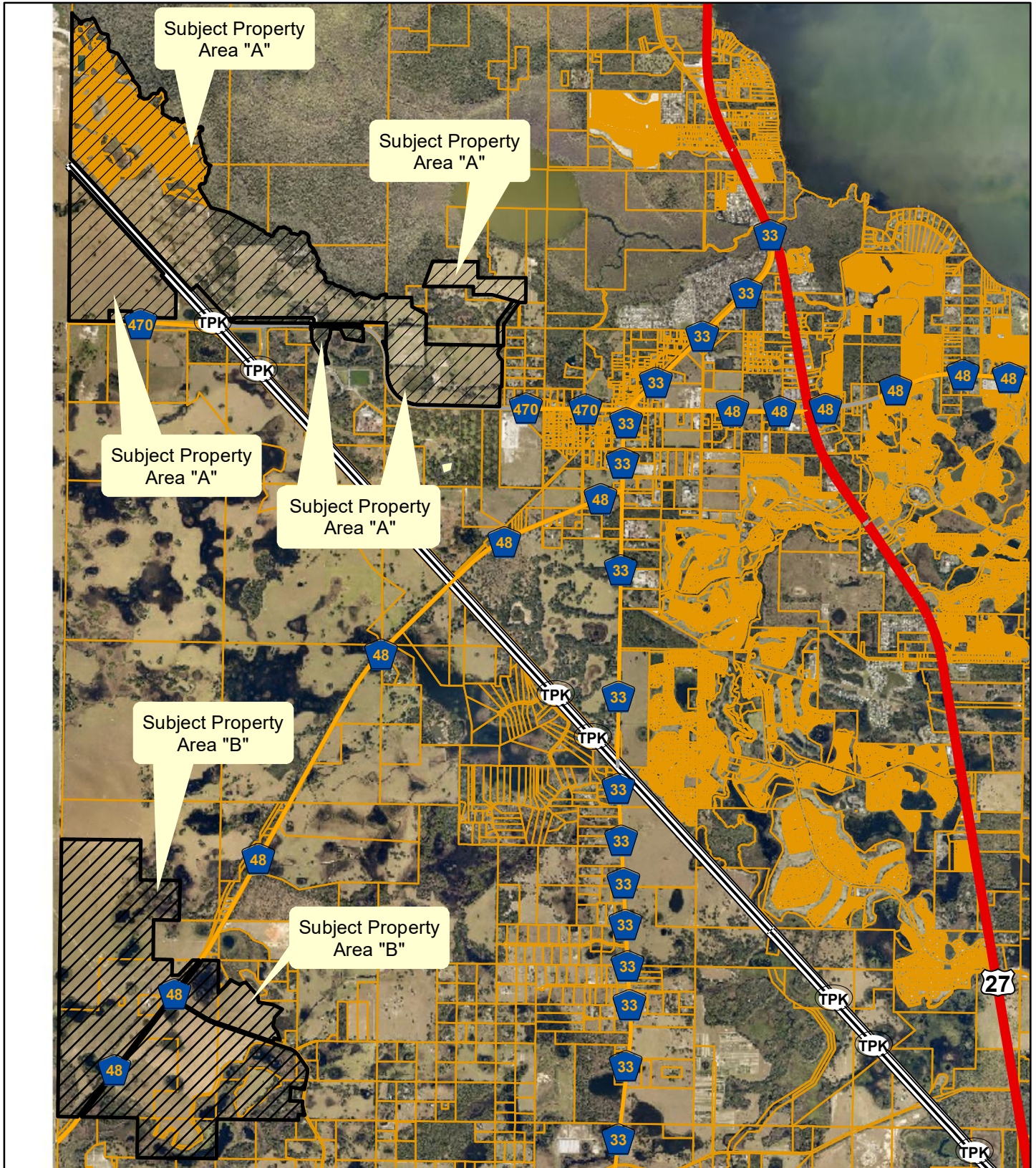
EXISTING LAND USE: Undeveloped

SURROUNDING LAND USE:

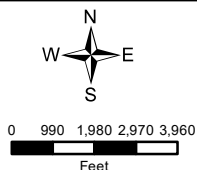
North – Non-agricultural acreage (Villages Land Company, LLC)
South – City of Leesburg
East – City of Leesburg
West – Vacant acreage

PROPOSED LAND USE: Age Restricted Development

Aerial



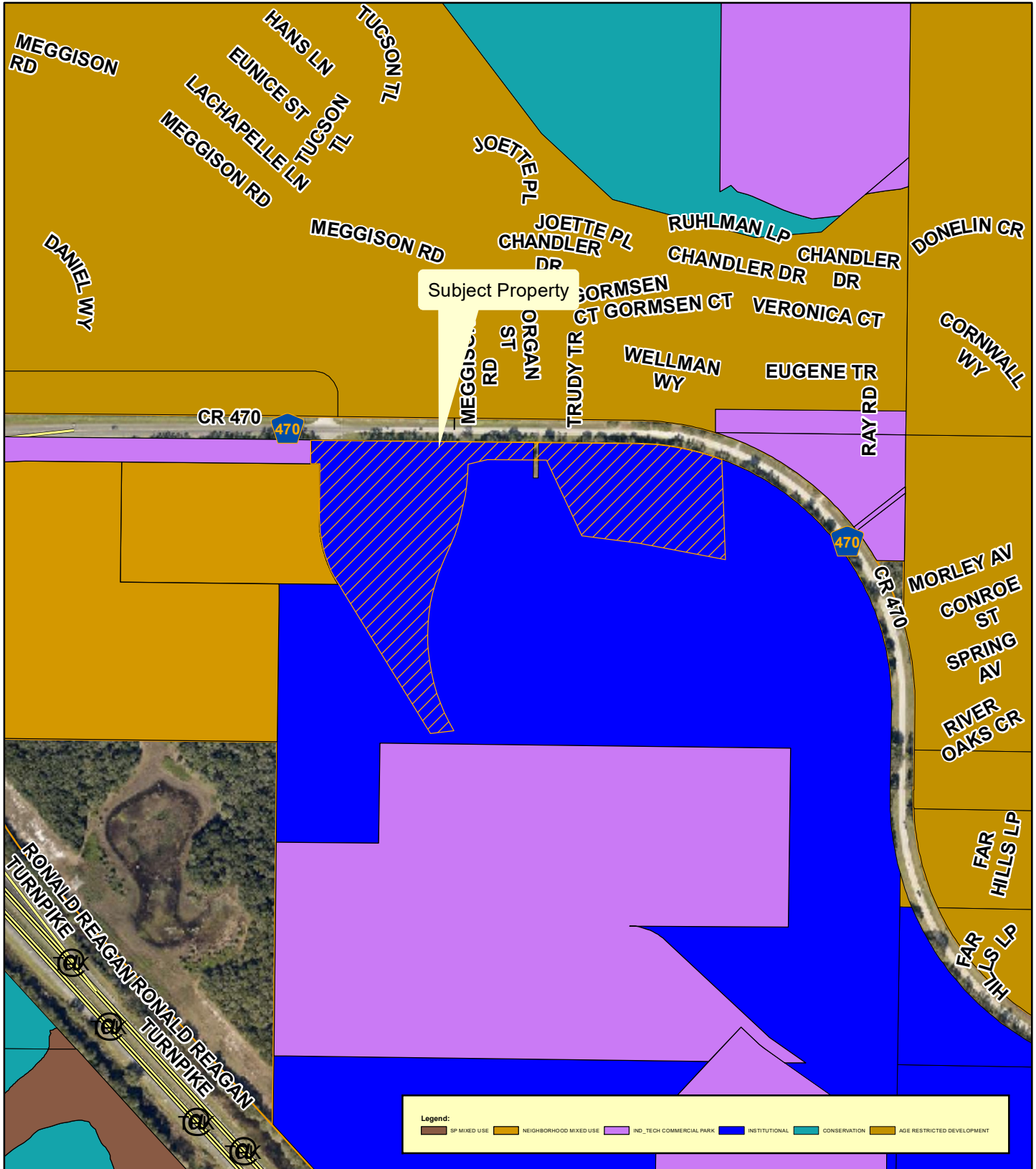
**Planning
& Zoning
Division**



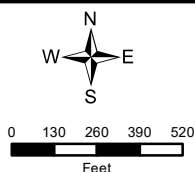
The Villages of West Lake Comprehensive Plan Amendment
LSCP-22-468; RZ-22-469

Ares "A": Sections: (A Portion of) 6, 7, 8, 9, 16, and 17 Township 20 South, Range 24 East; AND
Area "B": Section 31, Township 20 South, Range 24 East; AND
Sections 5, 6, and 7, Township 21 South, Range 24 East
November 2, 2022

Future Land Use

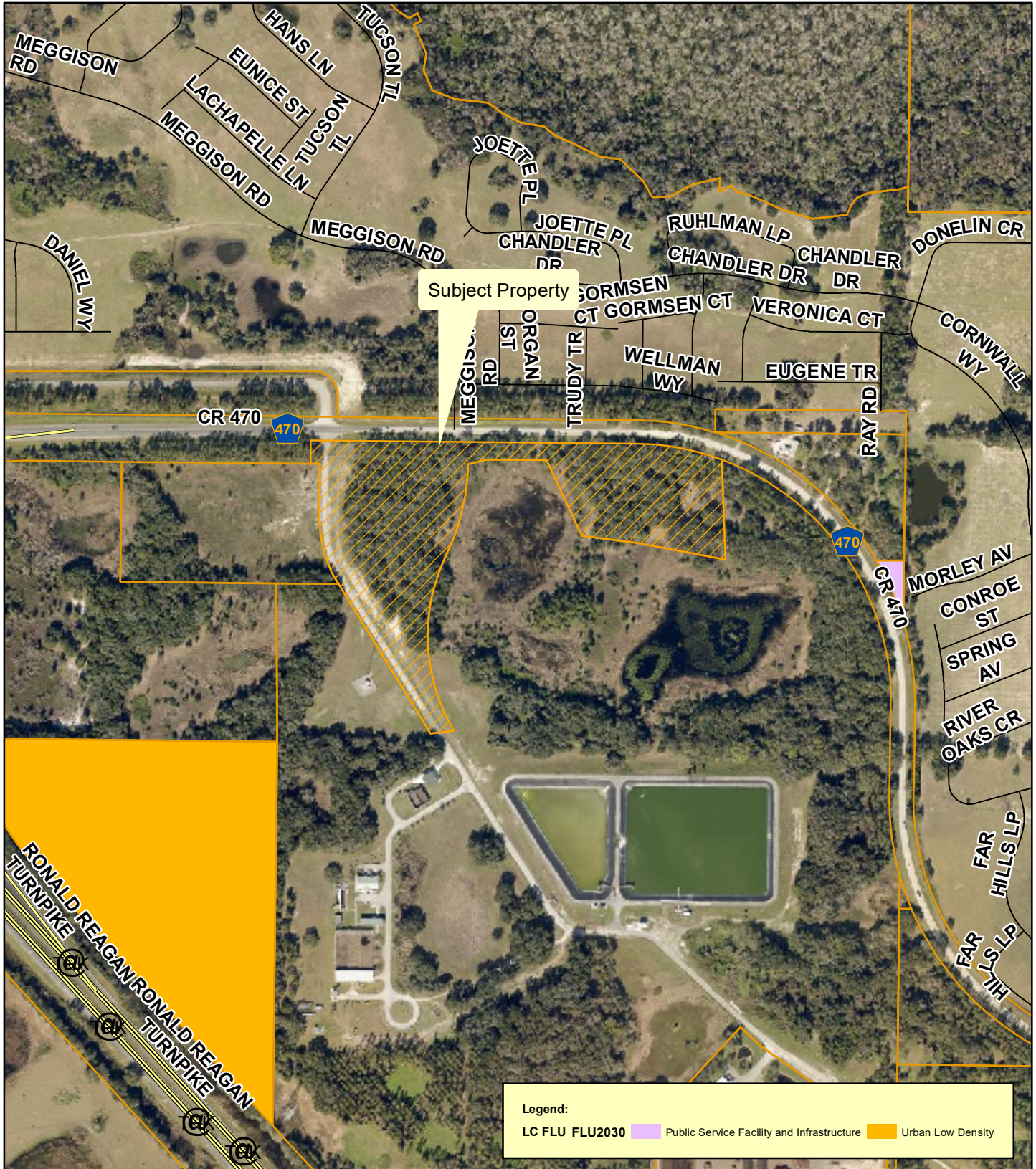


**Planning
& Zoning
Division**

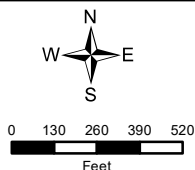


The Villages of West Lake
AK#: 3929534
Section 17, Township 20 South, Range 24 East
October 25, 2022

Lake County Future Land Use

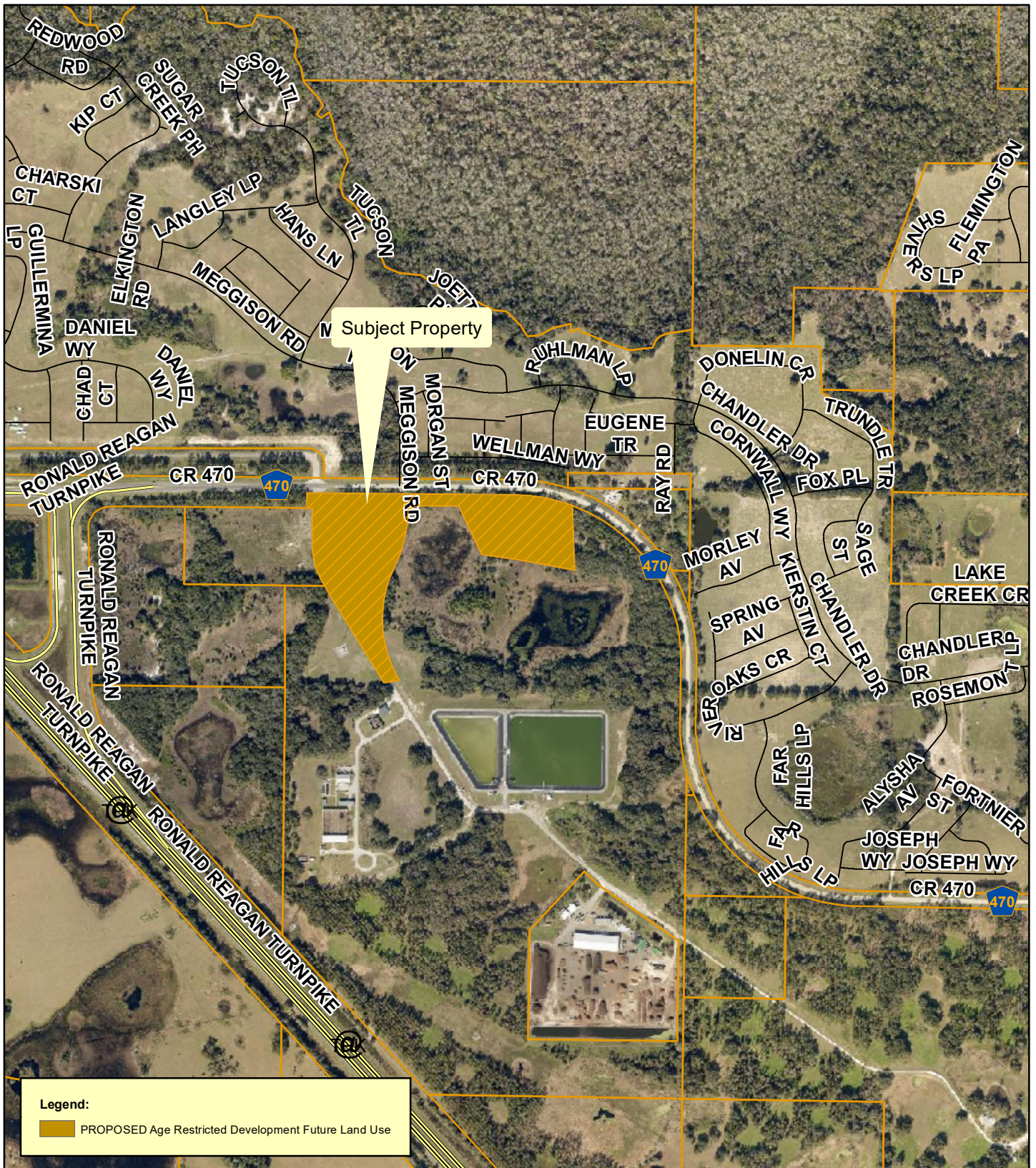


**Planning
& Zoning
Division**

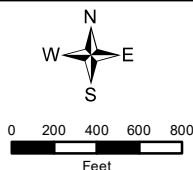


The Villages of West Lake
AK#: 3929534
Section 17, Township 20 South, Range 24 East
October 25, 2022

PROPOSED ARD FUTURE LAND USE



**Planning
& Zoning
Division**

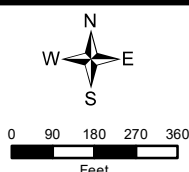


The Villages of West Lake
AK#: 3929534
Section 17, Township 20 South, Range 24 East
October 25, 2022

Surrounding Existing Land Uses

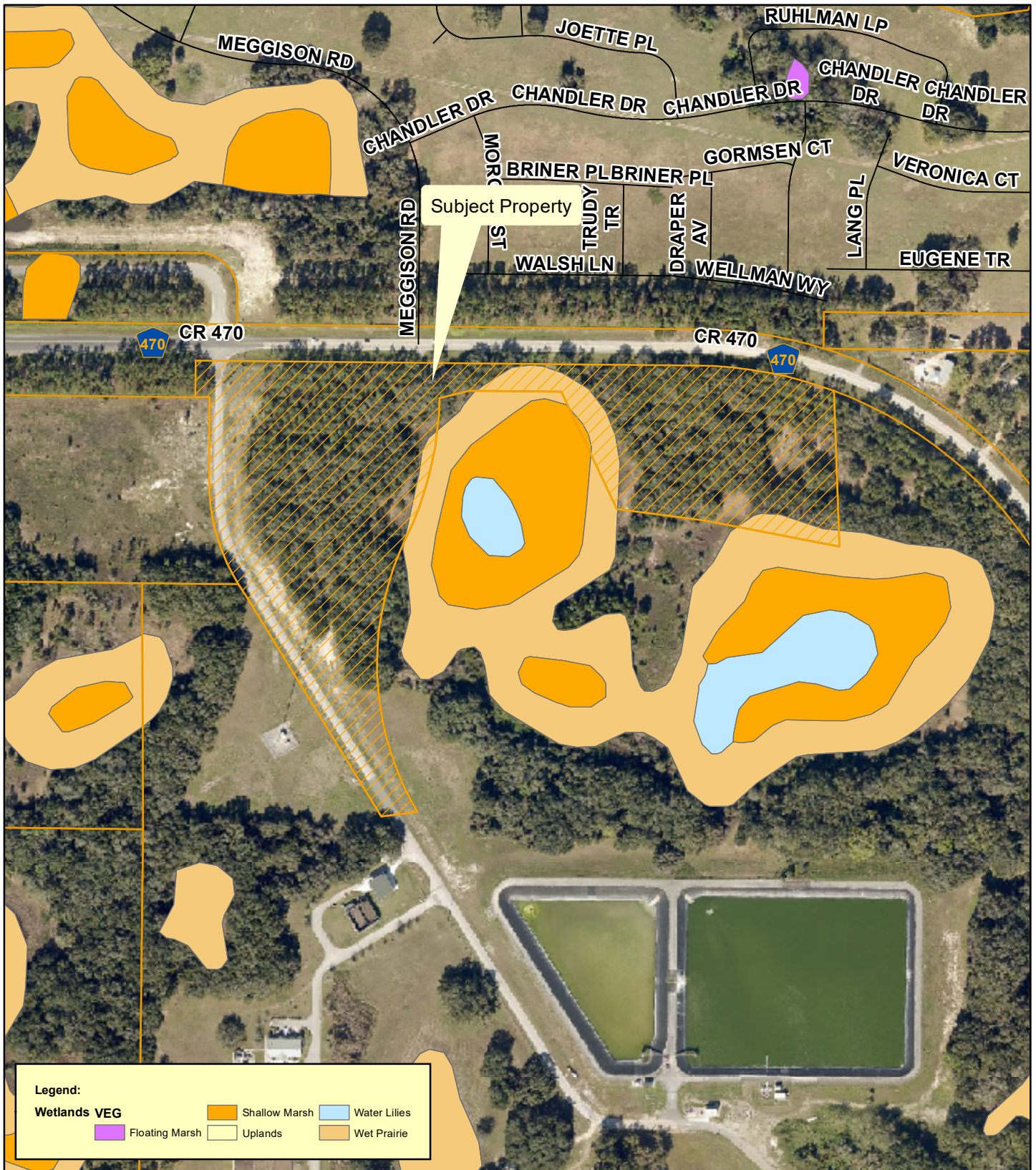


**Planning
& Zoning
Division**

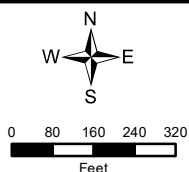


The Villages of West Lake
AK#: 3929534
Section 17, Township 20 South, Range 24 East
October 25, 2022

Wetlands

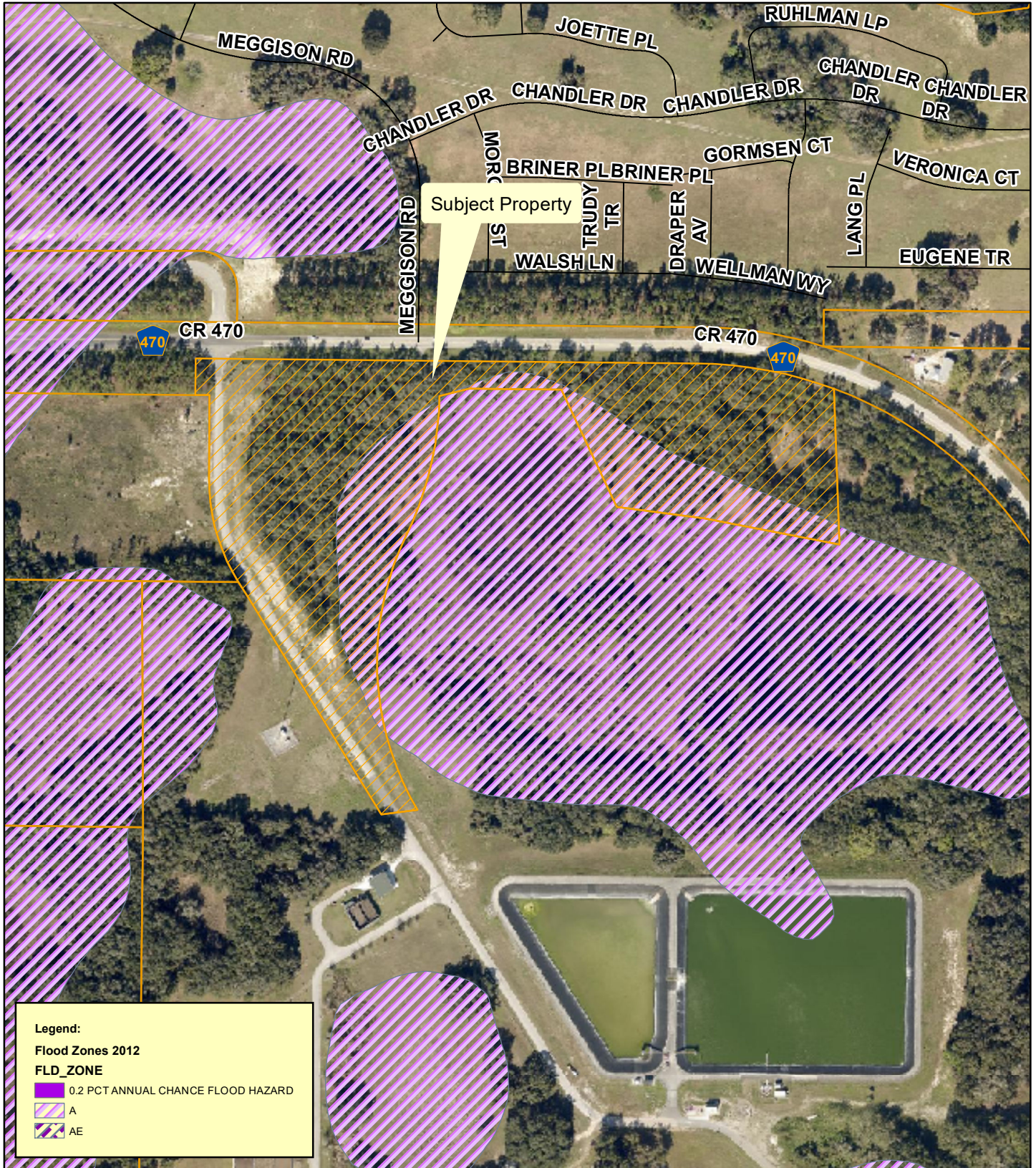


**Planning
& Zoning
Division**

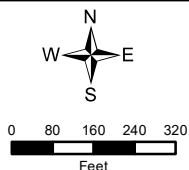


The Villages of West Lake
AK#: 3929534
Section 17, Township 20 South, Range 24 East
October 25, 2022

Flood Zones



**Planning
& Zoning
Division**



The Villages of West Lake
 AK#: 3929534
 Section 17, Township 20 South, Range 24 East
 October 25, 2022

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.4.

Meeting Date: January 9, 2023

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

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 18.34 +/- acres from P (Public) to ARD (Age Restricted Development) for a property generally located south of County Road 470 and east of the Florida turnpike, lying in Section 17, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (The Villages of West Lake)

Staff Recommendation:

Planning & Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from P (Public) to ARD (Age Restricted Development).

Analysis:

The project site is approximately 18.34 +/- acres, and is generally located south of County Road 470 and east of the Florida turnpike as shown on the attached maps. The proposed request is compatible with adjacent property zoned ARD (Age Restricted Development) and PUD (Planned Unit Development). Additionally, the proposed request is compatible with the proposed future land use designation of Age Restricted Development, and with adjacent properties under the future land use designations of Industrial-Technology Commercial Park, Neighborhood Mixed Use and Institutional.

The Planning Commission held a public hearing on the application on November 17, 2022 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to ARD (Age Restricted Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a 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 18.34 +/- ACRES FROM P (PUBLIC) TO ARD (AGE RESTRICTED DEVELOPMENT) FOR A PROPERTY GENERALLY LOCATED SOUTH OF COUNTY ROAD 470 AND EAST OF THE FLORIDA TURNPIKE, LYING IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (THE VILLAGES OF WEST LAKE)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.

Based upon the petition of The Villages Land Company, LLC (Property Owner and 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 Public (P) to Age Restricted Development (ARD), to-wit:

**(Legal Description)
(See Exhibit 1)**

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 _____ day of _____ 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: November 17, 2022
PROJECT: The Villages of West Lake
REQUEST: Rezone 18.34 acres from P (Public) to ARD (Age Restricted Development)
CASE NO.: RZ-22-469

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request to apply the ARD (Age-Restricted Development) zoning district, on 18.34+/- acres is consistent with appropriate legally mandated planning and development practices in Florida, including the establishment of zoning districts and supporting land development regulations.
2. The proposed request is compatible with adjacent property zoned ARD (Age Restricted Development) and PUD (Planned Unit Development).
3. The proposed request is compatible with the proposed future land use designation of Age Restricted Development, and with adjacent properties under the future land use designations of Industrial-Technology Commercial Park, Neighborhood Mixed Use and Institutional.
4. The proposed request is consistent with the City of Leesburg Comprehensive Plan, Future Land Use Element, Goal I, Objective 1.6.

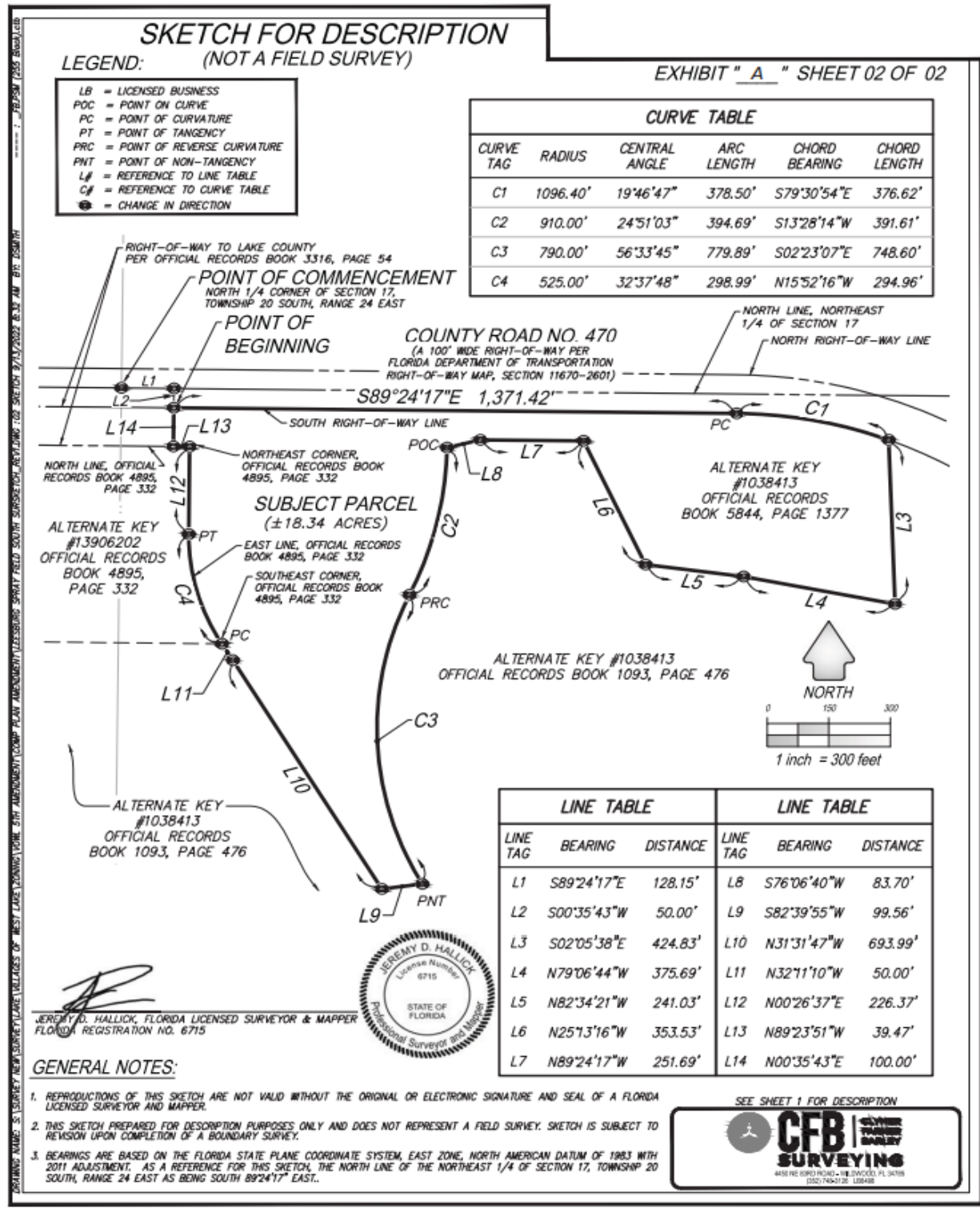
Action Requested:

1. Vote to approve the proposed rezoning from P (Public) to ARD (Age Restricted Development) together with Exhibit 1, *Legal Description* and Exhibit 2, *Sketch for Description*, as attached hereto, and forward to the City Commission for consideration.

THE VILLAGES OF WEST LAKE**FIFTH AMENDMENT - COMPREHENSIVE PLAN**

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1093, PAGE 476, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID LANDS LYING WITHIN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 17; THENCE RUN SOUTH 89°24'17" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 128.15 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°35'43" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601) AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 89°24'17" EAST, A DISTANCE OF 1371.42 FEET TO A POINT OF CURVATURE OF A 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°30'54" EAST AND A CHORD LENGTH OF 376.62 FEET; 2) THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°46'47", AN ARC DISTANCE OF 378.50 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN SOUTH 02°05'38" EAST, A DISTANCE OF 424.83 FEET; THENCE RUN NORTH 79°06'44" WEST, A DISTANCE OF 375.69 FEET; THENCE RUN NORTH 82°34'21" WEST, A DISTANCE OF 241.03 FEET; THENCE RUN NORTH 25°13'16" WEST, A DISTANCE OF 353.53 FEET; THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 251.69 FEET; THENCE RUN SOUTH 76°06'40" WEST, A DISTANCE OF 83.70 FEET TO A POINT ON A 910.00 FOOT RADIUS NONTANGENT CURVE, CONCAVE TO THE WEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13°28'14" WEST AND A CHORD LENGTH OF 391.61 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°51'03", AN ARC DISTANCE OF 394.69 FEET TO A POINT OF REVERSE CURVATURE OF A 790.00 FOOT RADIUS CURVE CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02°23'07" EAST AND A CHORD LENGTH OF 748.60 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°33'45", AN ARC DISTANCE OF 779.89 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 82°39'55" WEST, A DISTANCE OF 99.56 FEET; THENCE RUN NORTH 31°31'47" WEST, A DISTANCE OF 693.99 FEET; THENCE RUN NORTH 32°11'10" WEST, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4895, PAGE 332, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND A POINT OF CURVATURE OF A 525.00 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°52'16" WEST AND A CHORD LENGTH OF 294.96 FEET; THENCE ALONG THE EAST LINE OF SAID LANDS THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°37'48", AN ARC DISTANCE OF 298.99 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 00°26'37" EAST, A DISTANCE OF 226.37 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING EAST LINE OF SAID LANDS, RUN NORTH 89°23'51" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 39.47 FEET TO A POINT ALONG THE RIGHT-OF-WAY TO LAKE COUNTY PER OFFICIAL RECORDS BOOK 3316, PAGE 54, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING NORTH LINE OF SAID LANDS, RUN NORTH 00°35'43" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.



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

DATE: November 17, 2022
OWNER: The Villages Land Company, LLC
PETITIONER: The Villages Land Company, LLC
PROJECT: The Villages of West Lake
REQUEST: Change Future Land Use Designation and Rezone to Age Restricted Development
CASE NO.: LSCP-22-468; RZ-22-469

GENERAL LOCATION: South of County Road 470 and east of Florida's Turnpike access

FUTURE LAND USE DESIGNATION: Institutional

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Age Restricted Development
South – Institutional; Industrial Technology Commercial Park
East – Institutional; Industrial Technology Commercial Park
West – Age Restricted Development; Industrial Technology Commercial Park; State of Florida (FDOT) acreage

PROPOSED FUTURE LAND USE DESIGNATION: Age Restricted Development

EXISTING ZONING DESIGNATION: P (Public)

SURROUNDING ZONING DESIGNATIONS:

North – ARD (Age Restricted Development)
South – PUD (Planned Unit Development)
East – P (Public); SPUD (Small Planned Unit Development)
West – PUD (Planned Unit Development); P (Public)

PROPOSED ZONING DESIGNATION: ARD (Age Restricted Development)

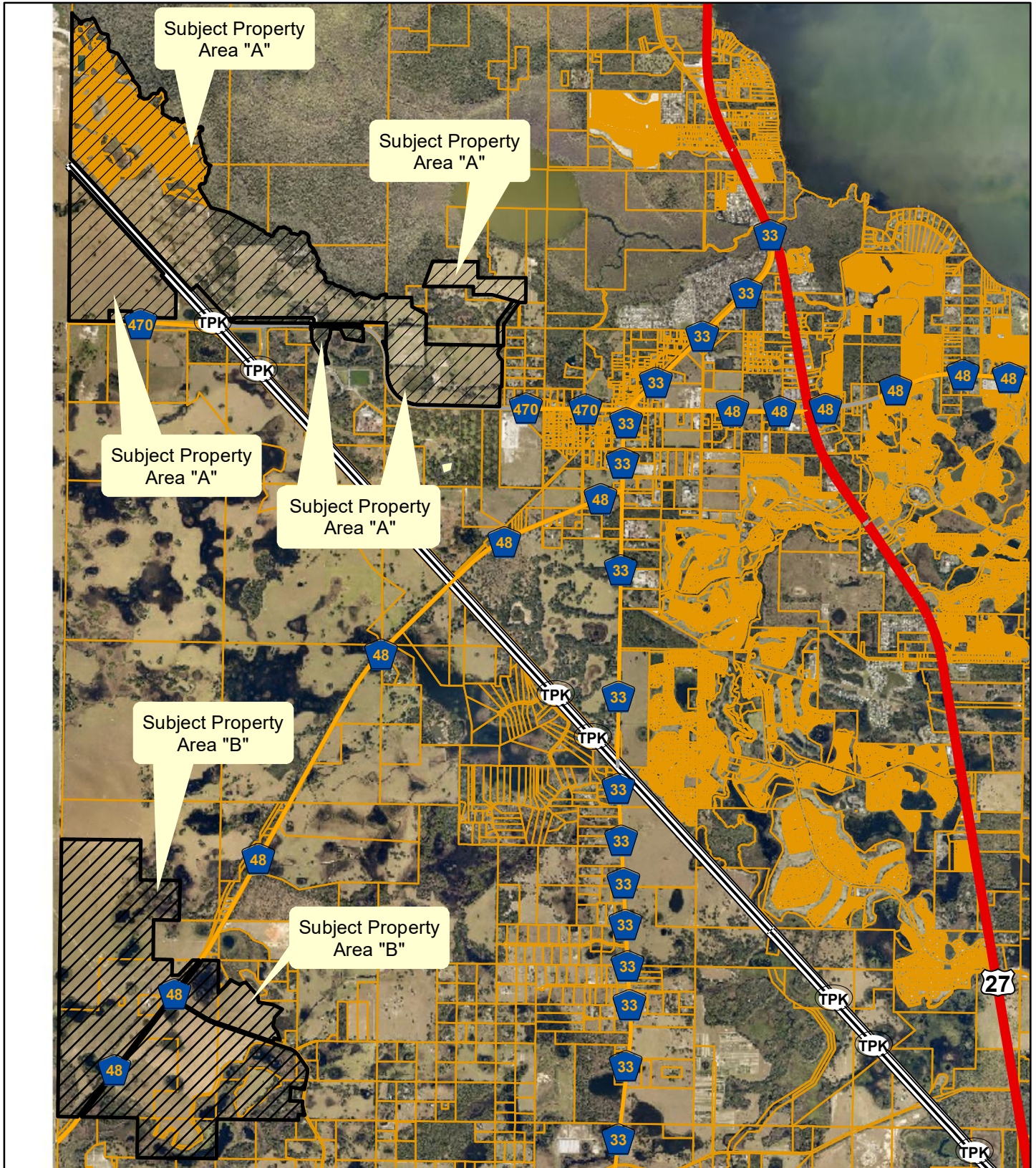
EXISTING LAND USE: Undeveloped

SURROUNDING LAND USE:

North – Non-agricultural acreage (Villages Land Company, LLC)
South – City of Leesburg
East – City of Leesburg
West – Vacant acreage

PROPOSED LAND USE: Age Restricted Development

Aerial



**Planning
& Zoning
Division**



0 990 1,980 2,970 3,960
Feet

The Villages of West Lake Comprehensive Plan Amendment
LSCP-22-468; RZ-22-469

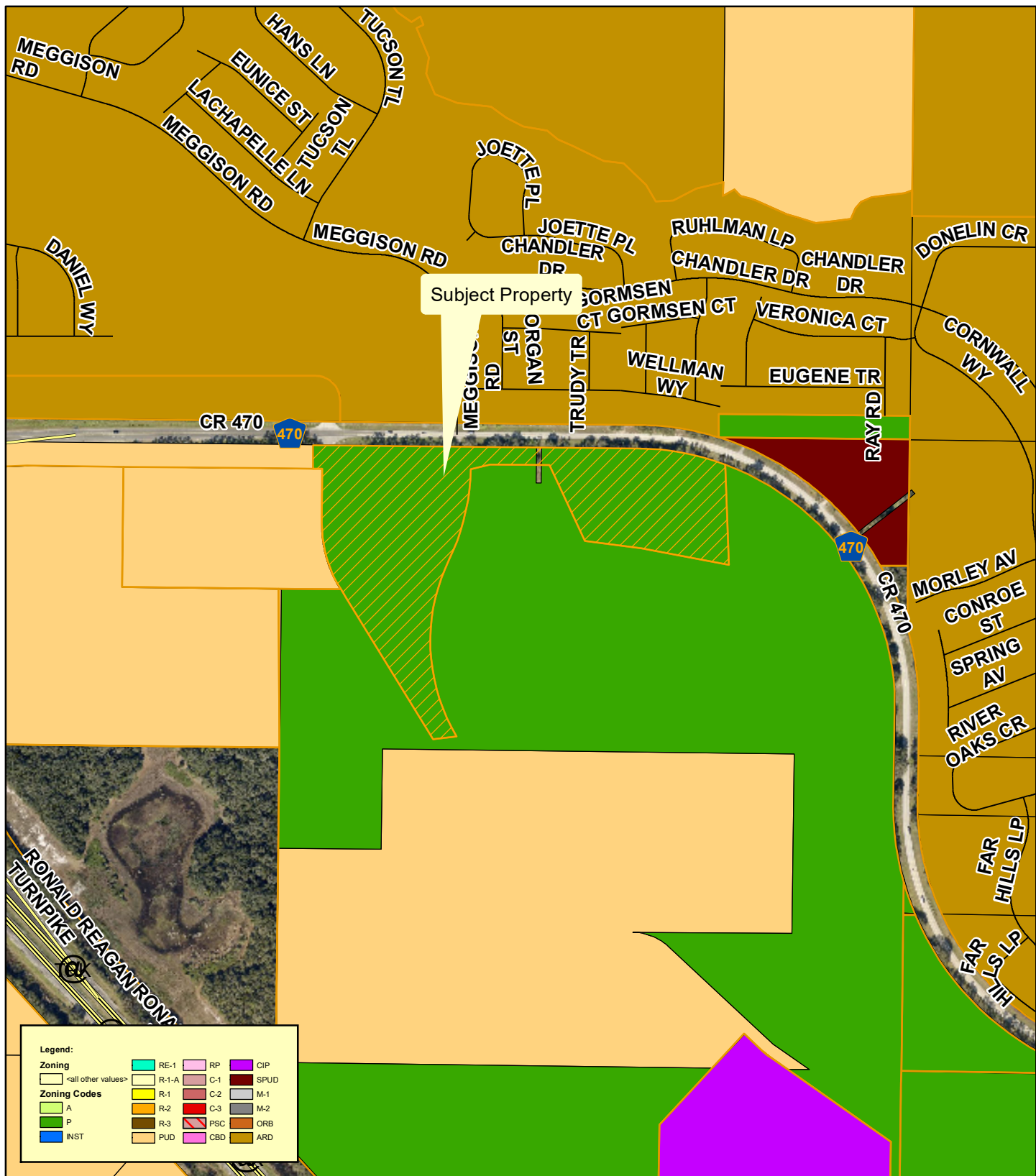
Ares "A": Sections: (A Portion of) 6, 7, 8, 9, 16, and 17 Township 20 South, Range 24 East; AND

Area "B": Section 31, Township 20 South, Range 24 East; AND

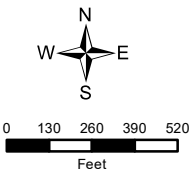
Sections 5, 6, and 7, Township 21 South, Range 24 East

November 2, 2022

Zoning



Planning & Zoning Division



The Villages of West Lake

AK#: 3929534

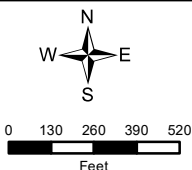
Section 17, Township 20 South, Range 24 East

October 25, 2022

Lake County Zoning

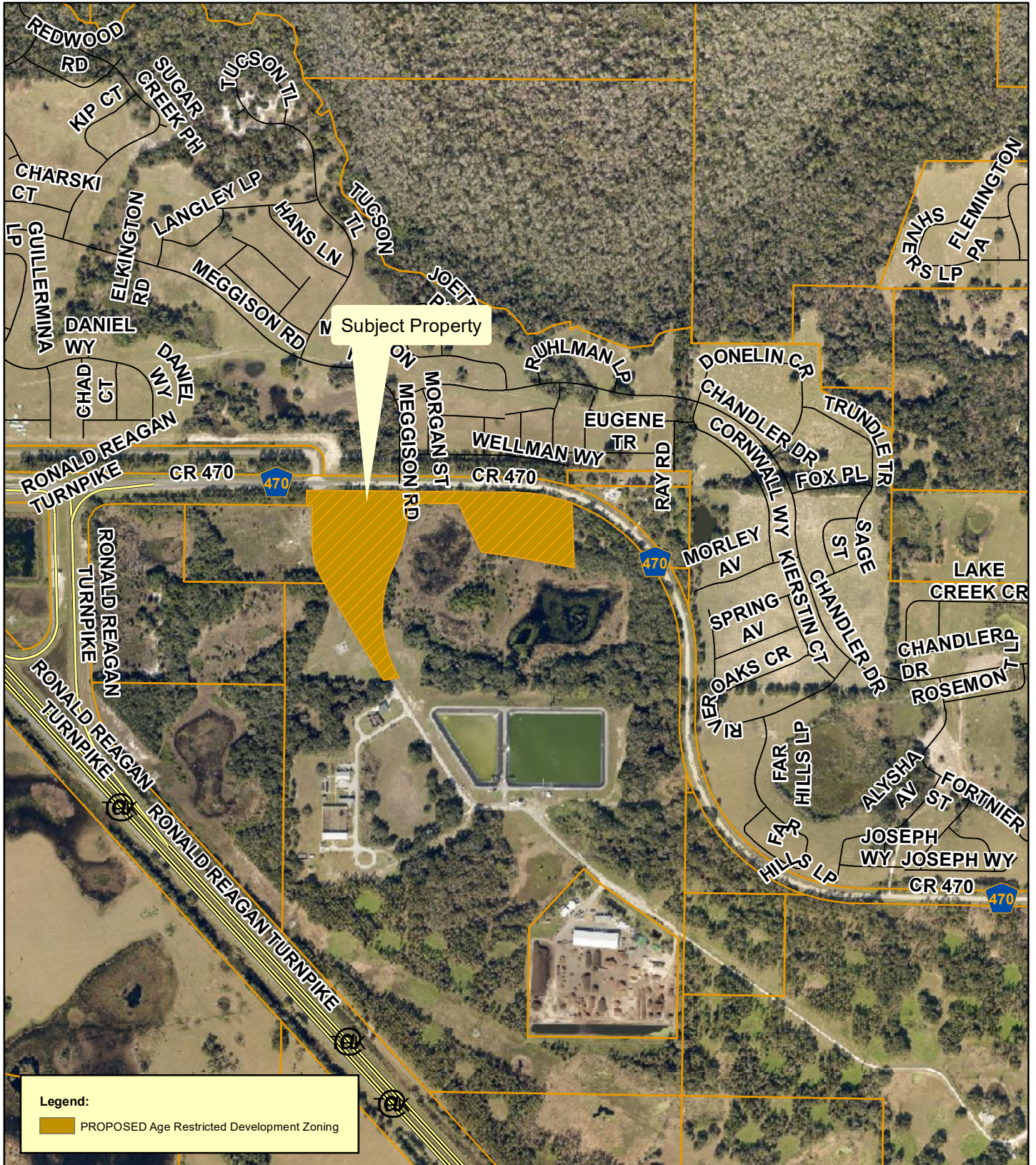


**Planning
& Zoning
Division**

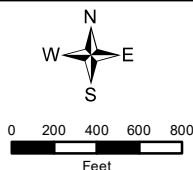


The Villages of West Lake
AK#: 3929534
Section 17, Township 20 South, Range 24 East
October 25, 2022

PROPOSED ARD ZONING



**Planning
& Zoning
Division**

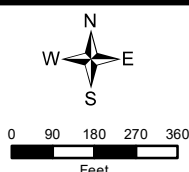


The Villages of West Lake
AK#: 3929534
Section 17, Township 20 South, Range 24 East
October 25, 2022

Surrounding Existing Land Uses

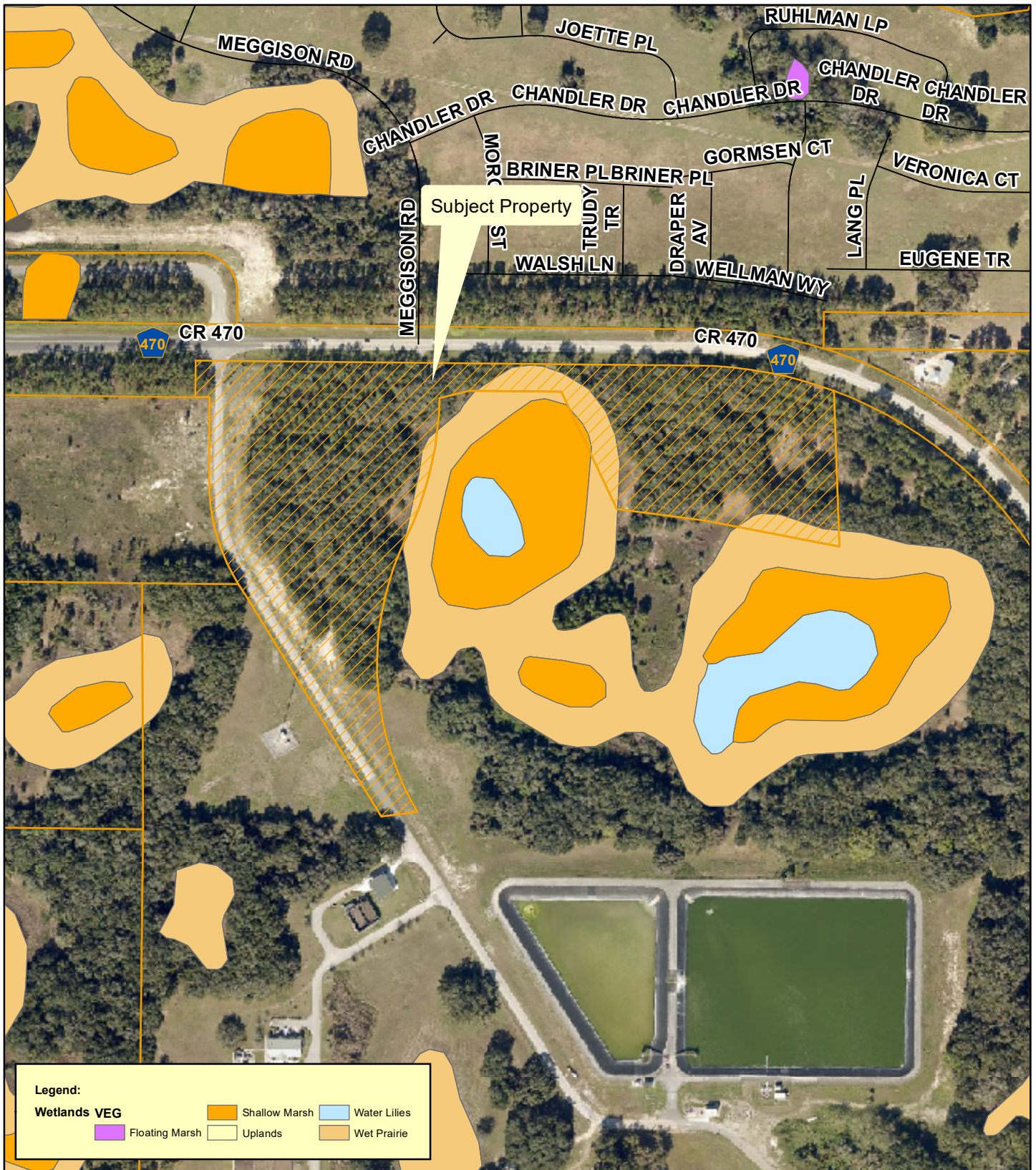


**Planning
& Zoning
Division**

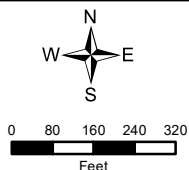


The Villages of West Lake
AK#: 3929534
Section 17, Township 20 South, Range 24 East
October 25, 2022

Wetlands

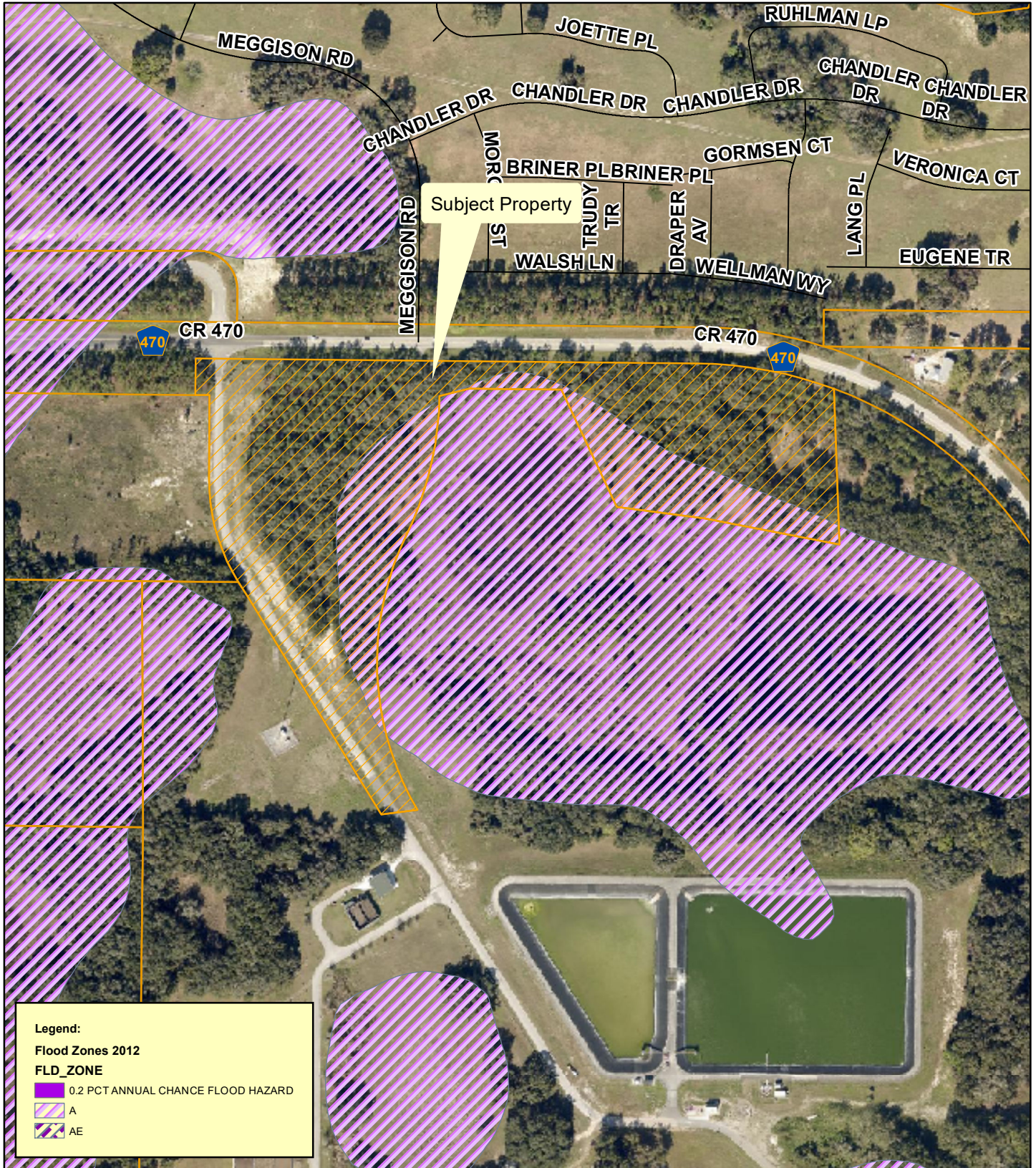


**Planning
& Zoning
Division**

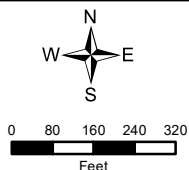


The Villages of West Lake
AK#: 3929534
Section 17, Township 20 South, Range 24 East
October 25, 2022

Flood Zones



**Planning
& Zoning
Division**



The Villages of West Lake
 AK#: 3929534
 Section 17, Township 20 South, Range 24 East
 October 25, 2022

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.5.

Meeting Date: January 9, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, to modify the Chapter 163 Development Agreement between The Villages of West Lake, Area A; for the development of approximately 1400 acres; providing a binding agreement and amendments for long term development; including but not limited to density, intensity, land uses and process; approving development rights and land development regulations; for a property generally located near Florida's Turnpike, the Lake and Sumter County line; and north of County Road 470; as legally described in Sections 6, 7, 8, 9, and 16, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (VOWL 163A Amendment 2023)

Staff Recommendation:

Staff recommends approval of the request to amend the Chapter 163 Agreement for Area A for The Villages at West Lake.

Analysis:

Chapter 163.3220-163.3243, Florida Statutes, is known as the "Florida Local Government Development Agreement Act." This area of law is intended to authorize local governments to enter into agreements with developers to create provisions for specific long term certainty regarding development rights and responsibilities for all concerned, to include the local government, the developer, as well as the general public. Both the City of Leesburg and the Villages Land Company, LLC, by entering into, or amending such an agreement, incur specific obligations regarding development rights, land uses, density and intensity of development, plus other issues which may address or obligate terms to each party. In the event of an amendment, the City Commission has review authority.

In the review of this document, which is specific to "Area A", staff found only minor wording changes and clarifications which do not substantially alter or impact the overall conditions or terms of the currently approved Chapter 163 Agreement between the City of Leesburg and The Villages Land Company, LLC.

Procurement Analysis:

N/A

Options:

1. Approve the request to amend the Chapter 163 Agreement for Area A of The Villages of West Lake; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact for this action. Future development of this property will have a significant positive impact on the City of Leesburg from ad valorem taxes, and utility fees.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, TO MODIFY THE CHAPTER 163 DEVELOPMENT AGREEMENT BETWEEN THE VILLAGES OF WEST LAKE, AREA A; FOR THE DEVELOPMENT OF APPROXIMATELY 1400 ACRES; PROVIDING A BINDING AGREEMENT AND AMENDMENTS FOR LONG TERM DEVELOPMENT; INCLUDING BUT NOT LIMITED TO DENSITY, INTENSITY, LAND USES AND PROCESS; APPROVING DEVELOPMENT RIGHTS AND LAND DEVELOPMENT REGULATIONS; FOR A PROPERTY GENERALLY LOCATED NEAR FLORIDA'S TURNPIKE, THE LAKE AND SUMTER COUNTY LINE; AND NORTH OF COUNTY ROAD 470; AS LEGALLY DESCRIBED IN SECTIONS 6, 7, 8, 9, AND 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (VOWL 163A AMENDMENT 2023)

BE IT ENACTED BY THE PEOPLE OF LEESBURG, FLORIDA:

Section 1.

Based upon the petition of The Villages Land Company, LLC;

THAT the Mayor and City Clerk are hereby authorized to execute a Development Agreement with **THE VILLAGES LAND COMPANY, LLC, whose address is 3619 Kiessel Road, The Villages, Florida, 32163** for a development agreement pursuant to Chapter 163.3220 - 163.3243, Florida Statutes.

THAT this ordinance shall become effective upon approval by the City Commission and execution by the Mayor and City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____ 2023.

Mayor

ATTEST:

City Clerk

THE VILLAGES OF WEST LAKE AREA A CHAPTER 163 DEVELOPMENT AGREEMENT

This Development Agreement (referred to as the or this “Agreement”) made this _____ day of _____, 2023, by and between The Villages Land Company, LLC, a Florida limited liability company, (hereinafter referred to as “VLC” and sometimes as “Developer”, or “Master Developer” as hereafter described), whose mailing address is 3619 Kiessel Road, The Villages, Florida 32163 and the City of Leesburg, a Florida municipal corporation whose mailing address is 501 West Meadow Street, Leesburg, Florida 34749 (hereinafter referred as “City” or “Leesburg”). The City and VLC may sometimes be referred to collectively herein as the “Parties”.

WITNESSETH

WHEREAS, The Villages of Lake-Sumter, Inc., has served as the developer of the Villages of Sumter Development of Regional Impact (DRI), the Villages of Marion Florida Quality Development (FQD), the Tri-County Villages DRI, the Villages of Fruitland Park DRI, The Villages of Wildwood DRI, The Village of Fenney, The Villages of Southern Oaks and The Villages of West Lake together commonly known and referred to as “The Villages”; and

WHEREAS, The Villages have been developed as a self-contained age restricted community with amenities and services on site to meet the needs of its residents, including the provision of mixed use town centers and internal multi-use paths to minimize the use of the automobile; and

WHEREAS, The Villages has developed into a well-designed community with a population of over one hundred twenty-five thousand (125,000) with significant recreational opportunities on-site and approximately 6 million square feet of non-residential development. This non-residential development has also provided new commercial development that has served and continues to serve portions of Sumter, Lake and Marion Counties; and

WHEREAS, the properties within the existing portions of The Villages are proceeding to buildout; and

WHEREAS, VLC has acquired property in south Leesburg that has been designated Age Restricted Development (ARD) on the City’s Future Land Use Map (FLUM) and is referred to as The Villages of West Lake (herein after referred to as the “Property” or the “Project”); and

WHEREAS, the City’s Comprehensive Plan includes Future Land Use Element Policy 1.1.6 which is a site-specific policy that establishes development requirements for the Project. Policy 1.1.6 refers to The Villages of West Lake Area A Chapter 163 Development Agreement which is this Agreement; and

WHEREAS, VLC seeks to develop this property itself or by another entity affiliated with The Villages of Lake-Sumter, Inc.; and

WHEREAS, ARD provides for a mixed use age restricted community consistent with what is provided in the Villages communities; and

WHEREAS, VLC has chosen to divide the Project into areas with each area having a separate Chapter 163 Development Agreement with the City. The boundary of Area A is identified in **COMPOSITE EXHIBIT 1**; and

WHEREAS, this Agreement is solely for Area A with a legal description and location map sketch attached as **COMPOSITE EXHIBIT 1**. The Property may in the future, be transferred to another entity or subdivided and sold; and

WHEREAS, this Agreement is needed to establish standards for how Area A and other areas relate including providing for the transfer of entitlements between the areas as needed; and

WHEREAS, the City has previously adopted Chapter 163 Development Agreements for this Project with the original agreement adopted on February 13, 2018, and subsequent amendments adopted on November 13, 2018, February 24, 2020, and February 13, 2023, with each Agreement adopted as an amended and restated agreement, thereby ensuring that all prior 163 agreements are no longer in effect; and

WHEREAS, VLC or another entity affiliated with The Villages of Lake-Sumter, Inc. may acquire additional property within south Leesburg in the future and is seeking with this Agreement to provide a format or template for long-term certainty and predictability of its development endeavors and a process for working with the City; and

WHEREAS, while development plans for the Project are currently only conceptual, it is important to all Parties to (1) establish the procedures under which the development entitlements can be approved so that, at the time of development, development orders and permits may be reviewed and acted on as efficiently and expeditiously as possible; (2) establish procedures that provide for predictability, yet appropriate flexibility to meet market changes during the term of this Agreement; and (3) to provide assurances that VLC will be able to rely on for the life of this Agreement certain development rights as identified herein; and

WHEREAS, the City and VLC have agreed on a term of 30 years as sufficient to allow full development of the Property under the authority of the Florida Local Government Development Agreement Act as set out in Section 163.3229, Florida Statutes; and

WHEREAS, Sections 163.3220-163.3243, Florida Statutes, authorizes local governments and developers to enter into certain types of development agreements with long duration of up to 30 years to provide certainty to both parties in terms of current and future process and entitlements under such statutes; and

WHEREAS, developing these properties on additional land in a mixed use, compact development pattern connected by internal multi-use paths furthers the City of Leesburg's policies in the south Leesburg area; and

WHEREAS, this development Agreement provides a statutory binding template much like a local Development Order. It strengthens the public planning process, encourages sound capital

improvement planning and financing and assists in ensuring that adequate capital facilities are in place to address the impacts of development. It also encourages well thought out development and planning to reduce the costs and impacts of development to the citizens of Leesburg; and

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein and other good and valuable consideration, sufficiency and the receipt of which are hereby acknowledged, it is mutually agreed as follows:

I. PURPOSE, AUTHORITY AND LEGAL DESCRIPTION

(A) Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement by reference.

(B) Purpose. The purpose of this Agreement is five-fold.

1) It will provide a binding written agreement between the City and VLC for the long-term development in order to provide a mutually acceptable process for the City and certainty to the Developer;

2) It will set out for both Parties and the citizens of Leesburg the density, intensity, land uses and processes to be followed for purposes of development;

3) It will approve new development rights and clarify certain development rights or assumptions identified and clarify how the City's land development regulations (LDR's) will apply;

4) It will anticipate and plan for future development to be continuing; and

5) It will establish design standards and a process, both for this development and other development which will take place under the Age Restricted Development (ARD) future land use and zoning category.

(C) Authority for Agreement: This Agreement is entered into pursuant to the authority of the Florida Local Government Development Agreement Act which consists of Sections 163.3220-163.3243, Florida Statutes, the authority under those sections are supplemental and additional to the powers conferred upon local governments by other laws and it encourages sound capital improvement planning and financing, reducing the cost of housing and development and encouraging a commitment to long-term comprehensive planning for a community.

(D) Legal description. The property subject to this Agreement is shown by a location map, a sketch of the property and legal description in attached and incorporated as **COMPOSITE EXHIBIT 1**.

II. APPROVED LAND USE AND DEVELOPMENT RIGHTS

(A) Land Use. The future land use and zoning designation of the Property is ARD. The City has also adopted Future Land Use Policy 1.1.6 which is a site-specific policy that only applies to the Project. All approvals are in effect.

TABLE 1: AREA A PROJECT ENTITLEMENTS

LAND USE	APPROVED DEVELOPMENT
RESIDENTIAL (DWELLING UNITS)	8,000 (Age Restricted)
NON-RESIDENTIAL (SQUARE FOOTAGE)	3,550,000

(B) Entitlements and Conversion Matrix.

- 1) The Area A Project Entitlements are shown in **TABLE 1**.
- 2) The Table 1 entitlements can be converted to other uses authorized by the City's comprehensive plan utilizing a land use conversion matrix included in **EXHIBIT 2** and a process described by this Agreement.
- 3) Although not specifically listed above, all uses authorized in the City's Comprehensive Plan which are permitted within the Project are set out in **EXHIBIT 3**.
- 4) The VLC is the Master Developer for the Project. As the Master Developer, VLC controls all of the development rights and entitlements within the Project which are identified in Table 1 above for Area A. Any proposed development or improvements to property within the Project requires the prior written approval of the Master Developer, including, but not limited to, use of any entitlements as to any parcel or property within the Project. No new development can occur that reduces VLC's entitlements or Master Developer rights without Master Developer's prior authorization. VLC maintains an accounting of its development entitlements and will provide a copy to the City upon request.
- 5) VLC may transfer entitlements to and from Area A to any other area within the Project without requiring an amendment to this Agreement; however, no transfer of entitlements may increase or decrease the entitlements in **TABLE 1** by more than 25% without requiring a new traffic analysis. VLC must provide the City notice of at least thirty (30) days in advance of transferring entitlements with no approval required by the City.

(C) Future Phases. The development process approved by this Agreement only applies to the legal description attached as **EXHIBIT 1** and, as will be more fully explained later in this Agreement, additional property cannot be added without going through the statutory process of amending this Agreement or, at the sole option of VLC, entering into a separate 163 Agreement for future land. Accordingly, in the future, there may be additions of development phases or the additional property could be added to this Development Agreement by the statutory process and developed as a single phase. If this occurs additional traffic analysis will be required to determine if any additional traffic impacts are created. If additional property is added, either through an amendment to this Agreement or at the election of VLC, a new development agreement, VLC will provide the required public notices and direct notices to affected individuals and will provide density, intensity, use and any infrastructure known to be needed at the time, as required by the statutes. However, nothing contained in this paragraph or this Agreement shall be construed as requiring the City to adopt any amendment to this 163 Agreement or to adopt any separate 163 Agreements.

III. LAND USES AND APPROVED DEVELOPMENT RIGHTS AND ASSUMPTIONS

(A) Permitted Uses, Density and Intensity

1) Uses Permitted in the Project. The Property is approved for the uses permitted in ARD land use and zoning category and Future Land Use Policy 1.1.6 as identified in **EXHIBIT 3**, including all permitted accessory uses. The maximum residential density in the ARD is 30 units per acre with no minimum density and the maximum intensity is 0.5 FAR, except for a Town Center and Medical Campus which is 3.0 FAR. ARD is a mixed use category which must meet the minimum and maximum percentages identified in the Future Land Use Element Objective 1.1k of the City's plan with the percentages applied to The Villages of West Lake project as a whole.

2) Agricultural. The Property has historically been used for agricultural activities and VLC may pursue bona fide agricultural and silvicultural uses on the Property unless all permits and approvals necessary for a portion of the Agreement are within an approved Site Plan. For purposes of this Agreement, Site Plan is defined as either a commercial site plan approval or a residential improvement plan approval from the City. There may be numerous Site Plans on the Property so if a Site Plan is approved for one area, agricultural use will stop in that area but may continue in others without approved Site Plans.

3) Recreational Vehicle Developments. Pursuant to Future Land Use Element Policy 1.1.6 (j) recreational vehicle developments are permitted within the Project. Recreational vehicle developments may include recreational vehicles, short-term rentals, long-term rentals and sales. Recreational vehicle developments must meet the development and design standards as identified in **EXHIBIT 4**.

4) Wireless Communications Towers and Antennas. Wireless Communications Towers and Antennas (including cell towers) are one of the Permitted Uses within the Property and are thus exempt from Article X of the City's Land Development Code for the siting of cell towers because of the location within this Project, the surrounding buffering and the required public process for this Agreement. The site is suitable for cell tower uses because

the location, design and construction of cell towers would be compatible with surrounding uses and would require similar buffering requirements from neighboring uses.

5) Additional Land Uses. Additional land uses other than those permitted under the Comprehensive Plan require approval by the City through an amendment to the City's Comprehensive Plan. No amendment to this Agreement will be required to implement those uses so long as the additional land uses were approved through the Comprehensive Plan amendment process.

IV. PROJECT INFRASTRUCTURE FACILITIES AND UTILITIES

(A) Transportation

1) Traffic Generation/Analysis. Based on the traffic impact study methodology approved by the City, the traffic consulting firm of Kimley-Horn & Associates has conducted a transportation analysis for the amount of development approved in **TABLE 1**. The result of the Kimley-Horn & Associates analysis (see **EXHIBIT 6**) was the following:

1. No new off-site transportation improvements are needed for city and state roads for the time period and development scenario analyzed.
2. The developer has the option to construct transportation improvements providing additional capacity above what is required to support the Project and seek to enter into an impact fee reimbursement agreement with the government agency responsible for maintenance of the facility.

2) Concurrency Reservation. Pursuant to Capital Improvement Element Policy 1.8.7, the City agrees to reserve traffic concurrency for roadways within the City of Leesburg, for the amount of PM peak hour trips identified in the Kimley-Horn & Associates analysis (see **EXHIBIT 6**).

3) Traffic Assumptions. The City agrees that VLC may use the following transportation assumptions when conducting a traffic analysis for development within the Property:

a) VLC may rely upon the latest origin and destination data and analysis from studies performed by Kimley-Horn & Associates and approved by FDOT for The Villages. These analysis showed a high community capture rate, given the mixed use nature of the development, the roadways and non-vehicular connections and the age-restricted nature of the development with less persons per household and fewer work trips.

b) VLC may assume that the City will permit VLC in the future to assume the amount of PM peak hour trips identified in the Kimley-Horn & Associates analysis are approved (see **EXHIBIT 6**).

4) Traffic Conversion to Other Land Uses. VLC may convert development entitlements depicted in **TABLE 1** to other uses approved in the City's Comprehensive Plan, only so long as the total trips generated do not exceed the trips permitted in **EXHIBIT 6**. Attached and incorporated as **EXHIBIT 2** is a Land Use Conversion Table (the "Conversion Table") identifying

the trip equivalency for each land use permitted. No amendment to this Agreement is required in order to utilize the Conversion Table. VLC must provide the City notice of at least 30 days in advance of using the Conversion Table with no approval required by the City.

5) New Traffic Analysis. If VLC proposes new additional development entitlements within this Property [excluding transfers pursuant to Section II (B) 5. of this Agreement and conversions pursuant to Section IV (A) 4. of this Agreement], it will be required to provide a new traffic analysis or demonstrate to the City's satisfaction that a new traffic analysis is not required. Such additional new entitlements on the Property subject to this Agreement will be treated as aggregable for traffic mitigation proposed.

6) Transportation Modes. VLC will provide within the Project (or outside of the Project but within The Villages, as needed) multi-use paths, lanes and connectivity bridges and tunnels consistent with those at The Villages' DRI's in order to provide for golf cart access and other modes of transportation for the purpose of reducing reliance on automobiles.

7) VLC acknowledges that development on the Property will be subject to Lake County's impact fee ordinances and also any agreements entered into between VLC and the County for credits against such ordinances.

(B) Potable Water and Sanitary Sewer Service

1) Provision of public facilities will be addressed in a separate franchise agreement with the City.

(C) Public School Impacts

1) The Developer must at the time of development for any non-age restricted dwelling units created within the Project coordinate with the Lake County School Board to address school capacity.

V. GENERAL REQUIREMENTS AND DESIGN CRITERIA. The general requirements and design criteria covering the Property are attached and incorporated as EXHIBIT 4. The Project shall adhere to the attached general requirements and design criteria along with The Villages Construction and Development Manual to establish the development standards that apply to this project as amended by the Developer. Any item omitted from this Agreement shall be established and/or resolved by The Villages Development Review Committee.

VI. GOVERNING LAWS AND POLICIES. The Project is governed by this Agreement and the City of Leesburg Code of Ordinances for the duration of this Agreement. The City of Leesburg Code of Ordinances applicable to the Project are those in effect as of October 24, 2022. The local government may apply subsequently adopted laws and policies to the development subject to this Agreement, only if the local government has followed the procedures set forth in 163.3233.

VII. COMPREHENSIVE PLAN. Pursuant to the terms and conditions of this Agreement, the City finds that the development, as proposed in this Agreement, is consistent with its Comprehensive Plan and applicable LDR's. As each Site Plan is submitted the proposed

development will be subject to comprehensive plan and land use development review and consistency.

VIII. PERIODIC REVIEW. The City shall review the Property at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, the Agreement may be revoked or modified by the City. Prior to taking such action, the City shall provide VLC with reasonable notice and an opportunity to demonstrate compliance with the Agreement and, in the event of failure to so demonstrate, remedy such noncompliance. Accordingly, if City staff believes VLC is not in compliance, it shall provide written notice and facts upon which the determination was made by either hand delivery to VLC offices or by certified mail, return receipt requested. Such notice shall allow VLC to demonstrate compliance or seek to correct the non-compliance within forty-five (45) days, unless staff extends the time for good cause. If not resolved between VLC and staff within the deadline, an advertised public hearing shall be held before the City Commission within thirty (30) days or, if not possible, at the next available City Commission meeting after the initial thirty (30) days. At that public hearing, the City Commission shall make a determination of whether VLC is in compliance. If the determination is non-compliance, VLC shall be given a reasonable amount of time to remedy the non-compliance.

IX. DURATION. The duration of this Development Agreement shall be 30 years but may be extended by mutual consent of the governing body and the Developer, subject to public hearings.

X. BINDING EFFECT. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to all successors in interest to the parties to this Agreement, whether by lease or purchase of a portion of the Property.

XI. GOVERNING LAW. This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against a party to the Agreement.

XII. SEVERABILITY. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XIII. EXHIBITS. Unless otherwise provided in this Agreement, all exhibits are incorporated herein by reference.

XIV. CAPTIONS FOR PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

XV. COUNTERPARTS. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same

instrument. Execution of this Agreement may be evidenced by transmission of facsimile or electronic pdf copies.

XVI. ASSIGNABILITY. This Agreement may be assigned by the Developer to a third party.

XVII. EFFECTIVE DATE. This Agreement is effective when fully executed by all Parties, a copy is filed with the City Clerk in the Official Records and the required comprehensive plan amendment goes into effect.

XVIII. TERMINATION. This Agreement shall terminate in 30 years from its effective date, unless extended, or may be terminated by mutual consent of the Parties.

XIX. AMENDMENTS. This Agreement may be extended or amended by mutual consent of the parties so long as the extensions and amendments meet the requirements of Sections 163.3220-163.3243, F. S. All amendments will be adopted as an amended and restated version and when an amendment goes into effect then all prior 163 agreements shall be null and void.

XX. NO CONSENT OF PROPERTY OWNERS REQUIRED. For purposes of amending this Agreement, the sole applicant shall be the Villages Land Company. Only the Master Developer or his assigns may seek an amendment to this Agreement and no consent of the other property owners within the Project shall be required. All property owners within the Project shall receive notice of any proposed amendments pursuant to Section 163.3225, Florida Statutes.

XXI. FURTHER ASSURANCES. Each of the Parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

XXII. NOTICES. Any notices or reports required by this Agreement shall be sent to the following:

For the City:

City Manager
City Hall
501 West Meadow Street
Leesburg, Florida 34749
With copy to:

City Attorney
City Hall
501 West Meadow Street
Leesburg, Florida 34749

For the Master Developer:

Brian Hudson, Esq.
Corporate Counsel
The Villages Land Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Martin L. Dzuro, Manager
The Villages Land Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

XXIII. PUBLIC HEARINGS. This Agreement was approved by the City Commission after two properly noticed public hearings before the City Commission on_____, 2023 and _____, 2023.

XXIV. ATTORNEYS' FEES. In the event that it becomes necessary for any party to this Agreement to enforce its rights under the terms of this Agreement, then in that event, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, including all trial and appellate litigation.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Development Agreement as of the date set forth below.

WITNESSES:

THE VILLAGES LAND COMPANY, LLC

(Witness Signature)

By: TVL Company, LLC, its Manager

(Witness Printed Name)

By: _____
Martin L. Dzuro, Manager

Date: _____

(Witness Signature)

(Witness Printed Name)

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of _____, 2022
by means of physical presence, by Martin L. Dzuro as Manager of TVL Company, LLC, Manager
of The Villages Land Company, LLC, who is personally known to me.

Notary Public

Name (typed, printed or stamped)

LEESBURG CITY COMMISSION

By: _____
H. D. Robuck, III, MAYOR

ATTEST:

Date

ANDI PURVIS, CLERK

Approved as to Form:

CITY ATTORNEY

LIST OF EXHIBITS

Exhibit 1	Legal Description
Exhibit 2	Land Use Conversion Matrix
Exhibit 3	Permitted Uses
Exhibit 4	General Requirements and Design Criteria
Exhibit 5	Reserved
Exhibit 6	Kimley-Horn & Associates Traffic Analysis

EXHIBIT 1

LEGAL DESCRIPTION

EXHIBIT 2

LAND USE CONVERSION MATRIX

EXHIBIT 3

PERMITTED USES

PERMITTED USES IN THE VILLAGES OF WEST LAKE

- a. **PURSUANT TO FUTURE LAND USE POLICY 1.1.1:** RESIDENTIAL – SINGLE FAMILY DETACHED, SINGLE FAMILY ATTACHED AND MULTI-FAMILY
- b. NON-RESIDENTIAL INCLUDING MEDICAL CAMPUS AND TOWN CENTER.

2. PURSUANT TO FUTURE LAND USE ELEMENT Objective 1.1K:

- a. RESIDENTIAL (AGE RESTRICTED AND NON-AGE RESTRICTED)
- b. COMMERCIAL INCLUDING BUT NOT LIMITED TO RETAIL, OFFICE, HOTEL, CONVENTION/PERFORMING ARTS CENTER AND THEATER, INDEPENDENT LIVING FACILITY, ASSISTED LIVING FACILITY, SKILLED NURSING FACILITY, MEMORY CARE FACILITY, HOSPICE AND OTHER SIMILAR USES
- c. INSTITUTIONAL/EDUCATIONAL/GOVERNMENTAL/RECREATIONAL INCLUDING BUT NOT LIMITED TO CIVIC AND COMMUNITY FACILITIES, STORMWATER FACILITIES, WASTEWATER, WATER TREATMENT PLANTS AND WELL SITE, RECREATION, PARKS, GOLF COURSE AND MULTI-USE TRAILS AND OTHER SIMILAR USES
- d. MEDICAL CAMPUS INCLUDING BUT NOT LIMITED TO HOSPITAL, CLINIC, PROFESSIONAL OFFICES, PHARMACY, ASSISTED LIVING FACILITY/SKILLED NURSING FACILITY, HOSPICE AND CONTINUING CARE RETIREMENT COMMUNITY (CCRC) AND OTHER SIMILAR USES

3. PURSUANT TO FUTURE LAND USE ELEMENT POLICY 1.1.6:

- a. RESIDENTIAL (AGE RESTRICTED AND NON-AGE RESTRICTED), OFFICE, COMMERCIAL/RETAIL, HOTEL, MEDICAL, RESEARCH AND DEVELOPMENT, LIGHT INDUSTRIAL, INSTITUTIONAL, EDUCATION, RECREATION, URBAN AGRICULTURE AND COMMUNITY FARMING, RECREATIONAL VEHICLE DEVELOPMENT AND OTHER SIMILAR USES AS WELL AS SUPPORTING INFRASTRUCTURE (E.G. ROADS, WATER, SEWER, ETC.)
- b. AGRICULTURAL USES PERMITTED IN THE CITY'S AGRICULTURAL LAND USE AND ZONING ARE PERMITTED ON UNDEVELOPED LAND, BEFORE URBAN DEVELOPMENT COMMENCES PROVIDED SUCH ACTIVITIES ARE NOT IN CONFLICT WITH THE CITY'S COMPREHENSIVE PLAN. PERMITTED USES MAY INCLUDE BUT ARE NOT LIMITED TO SILVICULTURAL, FARMING AND ANIMAL HUSBANDRY.

4. WIRELESS COMMUNICATIONS TOWERS AND ANTENNAS

EXHIBIT 4

GENERAL REQUIREMENTS AND DESIGN CRITERIA

EXHIBIT 5

RESERVED

EXHIBIT 6

KIMLEY-HORN & ASSOCIATES TRAFFIC ANALYSIS

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – FIFTH AMENDMENT

AREA “A” 1,400.7 ACRES+/-

LEGAL DESCRIPTION (PARCEL A):

A PORTION OF SECTIONS 6, 7, 8, 9, AND 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE RUN NORTH 00°39'41" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2360.48 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 30°29'04" EAST, A DISTANCE OF 19.79 FEET; THENCE RUN SOUTH 20°37'14" EAST, A DISTANCE OF 84.19 FEET; THENCE RUN SOUTH 76°53'11" EAST, A DISTANCE OF 47.78 FEET; THENCE RUN SOUTH 36°10'15" EAST, A DISTANCE OF 68.70 FEET; THENCE RUN SOUTH 53°58'30" EAST, A DISTANCE OF 83.28 FEET; THENCE RUN SOUTH 44°52'44" EAST, A DISTANCE OF 70.96 FEET; THENCE RUN SOUTH 03°00'03" WEST, A DISTANCE OF 85.15 FEET; THENCE RUN SOUTH 64°52'10" EAST, A DISTANCE OF 45.25 FEET; THENCE RUN SOUTH 88°04'24" EAST, A DISTANCE OF 34.38 FEET; THENCE RUN NORTH 09°21'14" EAST, A DISTANCE OF 78.78 FEET; THENCE RUN SOUTH 88°37'45" EAST, A DISTANCE OF 36.40 FEET; THENCE RUN NORTH 61°16'45" EAST, A DISTANCE OF 78.67 FEET; THENCE RUN NORTH 79°11'16" EAST, A DISTANCE OF 87.21 FEET; THENCE RUN NORTH 82°04'48" EAST, A DISTANCE OF 69.61 FEET; THENCE RUN NORTH 60°17'41" EAST, A DISTANCE OF 102.77 FEET; THENCE RUN SOUTH 46°03'35" EAST, A DISTANCE OF 89.04 FEET; THENCE RUN SOUTH 25°57'33" EAST, A DISTANCE OF 431.46 FEET; THENCE RUN SOUTH 46°18'25" EAST, A DISTANCE OF 100.01 FEET; THENCE RUN SOUTH 80°46'10" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN SOUTH 82°49'12" EAST, A DISTANCE OF 85.20 FEET; THENCE RUN SOUTH 39°42'02" EAST, A DISTANCE OF 45.75 FEET; THENCE RUN SOUTH 14°23'50" WEST, A DISTANCE OF 70.58 FEET; THENCE RUN SOUTH 29°58'34" EAST, A DISTANCE OF 76.07 FEET; THENCE RUN SOUTH 23°08'46" EAST, A DISTANCE OF 39.04 FEET; THENCE RUN SOUTH 11°00'19" WEST, A DISTANCE OF 95.71 FEET; THENCE RUN SOUTH 09°22'14" WEST, A DISTANCE OF 123.51 FEET; THENCE RUN SOUTH 09°41'56" EAST, A DISTANCE OF 80.26 FEET; THENCE RUN SOUTH 43°34'44" EAST, A DISTANCE OF 98.73 FEET; THENCE RUN NORTH 76°35'25" EAST, A DISTANCE OF 50.82 FEET; THENCE RUN SOUTH 62°33'16" EAST, A DISTANCE OF 86.58 FEET; THENCE RUN SOUTH 64°36'42" EAST, A DISTANCE OF 71.30 FEET; THENCE RUN NORTH 76°42'30" EAST, A DISTANCE OF 44.48 FEET; THENCE RUN SOUTH 32°12'12" EAST, A DISTANCE OF 957.86 FEET; THENCE RUN SOUTH 07°10'01" WEST, A DISTANCE OF 91.08 FEET; THENCE RUN SOUTH 61°21'16" EAST, A DISTANCE OF 47.28 FEET; THENCE RUN SOUTH 40°28'15" EAST, A DISTANCE OF 120.86 FEET; THENCE RUN SOUTH 44°33'11" EAST, A DISTANCE OF 69.24 FEET; THENCE RUN SOUTH 37°26'37" EAST, A DISTANCE OF 89.41 FEET; THENCE RUN SOUTH 07°06'18" EAST, A DISTANCE OF 113.64 FEET; THENCE RUN SOUTH

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – FIFTH AMENDMENT

AREA “A” 1,400.7 ACRES+/-

09°52'34" EAST, A DISTANCE OF 113.85 FEET; THENCE RUN SOUTH 35°28'16" WEST, A DISTANCE OF 89.69 FEET; THENCE RUN SOUTH 64°22'33" EAST, A DISTANCE OF 118.81 FEET; THENCE RUN SOUTH 52°22'56" EAST, A DISTANCE OF 90.58 FEET; THENCE RUN NORTH 79°20'02" EAST, A DISTANCE OF 136.10 FEET; THENCE RUN NORTH 52°22'55" EAST, A DISTANCE OF 86.83 FEET; THENCE RUN NORTH 36°24'30" EAST, A DISTANCE OF 105.87 FEET; THENCE RUN NORTH 48°55'55" EAST, A DISTANCE OF 45.49 FEET; THENCE RUN SOUTH 89°56'18" EAST, A DISTANCE OF 151.08 FEET; THENCE RUN NORTH 24°38'40" EAST, A DISTANCE OF 110.35 FEET; THENCE RUN NORTH 46°09'26" EAST, A DISTANCE OF 81.02 FEET; THENCE RUN SOUTH 86°18'52" EAST, A DISTANCE OF 62.24 FEET; THENCE RUN SOUTH 27°38'50" EAST, A DISTANCE OF 68.64 FEET; THENCE RUN SOUTH 41°23'00" EAST, A DISTANCE OF 95.74 FEET; THENCE RUN SOUTH 09°19'22" EAST, A DISTANCE OF 161.00 FEET; THENCE RUN SOUTH 22°58'56" EAST, A DISTANCE OF 78.10 FEET; THENCE RUN SOUTH 41°13'52" WEST, A DISTANCE OF 71.83 FEET; THENCE RUN SOUTH 67°32'49" WEST, A DISTANCE OF 60.90 FEET; THENCE RUN SOUTH 22°37'04" WEST, A DISTANCE OF 125.78 FEET; THENCE RUN SOUTH 05°54'07" WEST, A DISTANCE OF 58.17 FEET; THENCE RUN SOUTH 09°17'29" EAST, A DISTANCE OF 113.07 FEET; THENCE RUN SOUTH 17°42'35" WEST, A DISTANCE OF 84.59 FEET; THENCE RUN SOUTH 54°18'47" EAST, A DISTANCE OF 86.37 FEET; THENCE RUN SOUTH 59°31'01" EAST, A DISTANCE OF 114.87 FEET; THENCE RUN SOUTH 62°38'05" EAST, A DISTANCE OF 134.39 FEET; THENCE RUN SOUTH 39°09'25" EAST, A DISTANCE OF 51.70 FEET; THENCE RUN SOUTH 80°59'23" EAST, A DISTANCE OF 80.02 FEET; THENCE RUN NORTH 35°54'34" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 74°27'55" EAST, A DISTANCE OF 81.89 FEET; THENCE RUN SOUTH 04°00'12" EAST, A DISTANCE OF 73.97 FEET; THENCE RUN SOUTH 80°14'56" EAST, A DISTANCE OF 67.06 FEET; THENCE RUN SOUTH 62°54'57" EAST, A DISTANCE OF 47.02 FEET; THENCE RUN SOUTH 80°58'05" EAST, A DISTANCE OF 47.16 FEET; THENCE RUN NORTH 50°24'47" EAST, A DISTANCE OF 52.77 FEET; THENCE RUN NORTH 16°30'08" WEST, A DISTANCE OF 34.10 FEET; THENCE RUN NORTH 00°36'32" WEST, A DISTANCE OF 52.85 FEET; THENCE RUN SOUTH 40°59'45" EAST, A DISTANCE OF 106.23 FEET; THENCE RUN SOUTH 55°44'00" EAST, A DISTANCE OF 86.62 FEET; THENCE RUN SOUTH 33°10'27" EAST, A DISTANCE OF 83.20 FEET; THENCE RUN SOUTH 55°17'24" EAST, A DISTANCE OF 68.84 FEET; THENCE RUN SOUTH 46°21'25" EAST, A DISTANCE OF 101.01 FEET; THENCE RUN NORTH 74°50'26" EAST, A DISTANCE OF 86.17 FEET; THENCE RUN SOUTH 82°04'41" EAST, A DISTANCE OF 120.38 FEET; THENCE RUN NORTH 58°22'49" EAST, A DISTANCE OF 68.80 FEET; THENCE RUN SOUTH 60°56'38" EAST, A DISTANCE OF 75.22 FEET; THENCE RUN SOUTH 03°14'40" WEST, A DISTANCE OF 76.66 FEET; THENCE RUN SOUTH 50°59'10" WEST, A DISTANCE OF 90.51 FEET; THENCE RUN SOUTH 36°37'10" WEST, A DISTANCE OF 76.43 FEET; THENCE RUN SOUTH 12°29'53" EAST, A DISTANCE OF 471.98 FEET; THENCE RUN SOUTH 24°47'34" EAST, A DISTANCE OF 104.62 FEET; THENCE RUN SOUTH 12°21'53" WEST, A DISTANCE OF 65.63 FEET; THENCE RUN SOUTH 18°03'40" EAST, A DISTANCE OF 67.17 FEET; THENCE RUN

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – FIFTH AMENDMENT

AREA “A” 1,400.7 ACRES+/-

SOUTH 25°58'11" EAST, A DISTANCE OF 64.57 FEET; THENCE RUN SOUTH 27°55'06" EAST, A DISTANCE OF 100.44 FEET; THENCE RUN SOUTH 35°22'32" WEST, A DISTANCE OF 59.70 FEET; THENCE RUN SOUTH 13°35'06" EAST, A DISTANCE OF 68.53 FEET; THENCE RUN SOUTH 51°53'59" EAST, A DISTANCE OF 156.93 FEET; THENCE RUN SOUTH 66°50'45" EAST, A DISTANCE OF 64.60 FEET; THENCE RUN SOUTH 48°38'48" WEST, A DISTANCE OF 54.10 FEET; THENCE RUN SOUTH 08°34'50" WEST, A DISTANCE OF 80.78 FEET; THENCE RUN SOUTH 08°53'51" WEST, A DISTANCE OF 102.76 FEET; THENCE RUN SOUTH 13°03'25" WEST, A DISTANCE OF 64.08 FEET; THENCE RUN SOUTH 27°21'03" WEST, A DISTANCE OF 92.67 FEET; THENCE RUN SOUTH 58°32'05" WEST, A DISTANCE OF 39.73 FEET; THENCE RUN SOUTH 05°28'43" WEST, A DISTANCE OF 111.73 FEET; THENCE RUN SOUTH 12°31'44" WEST, A DISTANCE OF 83.93 FEET; THENCE RUN SOUTH 55°17'54" WEST, A DISTANCE OF 62.16 FEET; THENCE RUN NORTH 84°37'02" WEST, A DISTANCE OF 51.91 FEET; THENCE RUN NORTH 88°34'03" WEST, A DISTANCE OF 32.60 FEET; THENCE RUN SOUTH 42°06'52" WEST, A DISTANCE OF 58.01 FEET; THENCE RUN SOUTH 12°33'12" WEST, A DISTANCE OF 37.53 FEET; THENCE RUN SOUTH 20°36'57" WEST, A DISTANCE OF 33.88 FEET; THENCE RUN SOUTH 20°04'52" EAST, A DISTANCE OF 53.52 FEET; THENCE RUN SOUTH 24°42'25" EAST, A DISTANCE OF 74.30 FEET; THENCE RUN SOUTH 30°43'24" EAST, A DISTANCE OF 665.00 FEET; THENCE RUN SOUTH 76°34'14" EAST, A DISTANCE OF 477.21 FEET; THENCE RUN SOUTH 71°58'41" EAST, A DISTANCE OF 165.94 FEET; THENCE RUN SOUTH 54°48'46" EAST, A DISTANCE OF 79.68 FEET; THENCE RUN SOUTH 62°41'15" EAST, A DISTANCE OF 108.65 FEET; THENCE RUN SOUTH 62°55'30" EAST, A DISTANCE OF 667.14 FEET; THENCE RUN SOUTH 60°27'48" EAST, A DISTANCE OF 87.14 FEET; THENCE RUN SOUTH 64°03'50" EAST, A DISTANCE OF 106.68 FEET; THENCE RUN SOUTH 43°54'25" EAST, A DISTANCE OF 79.20 FEET; THENCE RUN SOUTH 72°01'07" EAST, A DISTANCE OF 124.60 FEET; THENCE RUN SOUTH 60°09'14" EAST, A DISTANCE OF 62.29 FEET; THENCE RUN SOUTH 31°27'02" EAST, A DISTANCE OF 86.64 FEET; THENCE RUN SOUTH 63°57'31" EAST, A DISTANCE OF 63.36 FEET; THENCE RUN NORTH 89°40'02" EAST, A DISTANCE OF 61.47 FEET; THENCE RUN SOUTH 25°03'35" EAST, A DISTANCE OF 41.98 FEET; THENCE RUN SOUTH 58°26'41" EAST, A DISTANCE OF 77.10 FEET; THENCE RUN NORTH 64°51'43" EAST, A DISTANCE OF 59.71 FEET; THENCE RUN NORTH 22°27'00" EAST, A DISTANCE OF 133.33 FEET; THENCE RUN NORTH 52°49'57" EAST, A DISTANCE OF 66.67 FEET; THENCE RUN NORTH 35°29'20" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN NORTH 27°10'34" EAST, A DISTANCE OF 56.95 FEET; THENCE RUN SOUTH 79°02'53" EAST, A DISTANCE OF 94.44 FEET; THENCE RUN NORTH 62°59'52" EAST, A DISTANCE OF 87.39 FEET; THENCE RUN SOUTH 55°10'19" EAST, A DISTANCE OF 51.33 FEET; THENCE RUN SOUTH 56°42'06" EAST, A DISTANCE OF 76.72 FEET; THENCE RUN SOUTH 69°38'47" EAST, A DISTANCE OF 98.62 FEET; THENCE RUN SOUTH 33°07'22" EAST, A DISTANCE OF 66.32 FEET; THENCE RUN SOUTH 12°34'18" EAST, A DISTANCE OF 67.51 FEET; THENCE RUN SOUTH 73°43'09" EAST, A DISTANCE OF 32.57 FEET; THENCE RUN NORTH 88°46'08" EAST, A DISTANCE OF 89.59 FEET; THENCE RUN SOUTH

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – FIFTH AMENDMENT

AREA “A” 1,400.7 ACRES+/-

72°00'24" EAST, A DISTANCE OF 88.54 FEET; THENCE RUN NORTH 82°00'35" EAST, A DISTANCE OF 82.23 FEET; THENCE RUN NORTH 28°08'41" EAST, A DISTANCE OF 77.60 FEET; THENCE RUN SOUTH 79°52'28" EAST, A DISTANCE OF 72.13 FEET; THENCE RUN SOUTH 84°08'18" EAST, A DISTANCE OF 76.52 FEET; THENCE RUN SOUTH 50°04'27" EAST, A DISTANCE OF 116.72 FEET; THENCE RUN SOUTH 18°05'38" EAST, A DISTANCE OF 86.72 FEET; THENCE RUN SOUTH 11°26'26" WEST, A DISTANCE OF 91.89 FEET; THENCE RUN SOUTH 29°04'26" EAST, A DISTANCE OF 89.79 FEET; THENCE RUN SOUTH 09°58'55" EAST, A DISTANCE OF 91.28 FEET; THENCE RUN SOUTH 40°14'22" EAST, A DISTANCE OF 56.45 FEET; THENCE RUN SOUTH 43°10'08" EAST, A DISTANCE OF 86.77 FEET; THENCE RUN SOUTH 30°23'40" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 36°06'06" WEST, A DISTANCE OF 69.17 FEET; THENCE RUN SOUTH 49°24'38" EAST, A DISTANCE OF 39.36 FEET; THENCE RUN NORTH 51°47'53" EAST, A DISTANCE OF 66.55 FEET; THENCE RUN SOUTH 18°39'03" EAST, A DISTANCE OF 66.42 FEET; THENCE RUN SOUTH 13°29'51" EAST, A DISTANCE OF 121.98 FEET; THENCE RUN SOUTH 37°08'09" EAST, A DISTANCE OF 78.28 FEET; THENCE RUN SOUTH 18°59'20" EAST, A DISTANCE OF 85.31 FEET; THENCE RUN SOUTH 29°01'05" WEST, A DISTANCE OF 50.31 FEET; THENCE RUN SOUTH 14°39'12" WEST, A DISTANCE OF 122.19 FEET; THENCE RUN SOUTH 18°44'14" EAST, A DISTANCE OF 78.53 FEET; THENCE RUN SOUTH 53°17'25" EAST, A DISTANCE OF 80.53 FEET; THENCE RUN SOUTH 37°24'41" EAST, A DISTANCE OF 83.16 FEET; THENCE RUN SOUTH 55°25'31" EAST, A DISTANCE OF 71.44 FEET; THENCE RUN NORTH 58°27'23" EAST, A DISTANCE OF 43.35 FEET; THENCE RUN SOUTH 19°10'27" EAST, A DISTANCE OF 37.15 FEET; THENCE RUN SOUTH 63°34'27" WEST, A DISTANCE OF 31.07 FEET; THENCE RUN SOUTH 22°20'25" EAST, A DISTANCE OF 134.31 FEET; THENCE RUN SOUTH 08°26'23" WEST, A DISTANCE OF 67.96 FEET; THENCE RUN SOUTH 22°50'36" EAST, A DISTANCE OF 95.16 FEET; THENCE RUN SOUTH 68°08'39" EAST, A DISTANCE OF 101.39 FEET; THENCE RUN SOUTH 84°06'33" EAST, A DISTANCE OF 143.78 FEET; THENCE RUN SOUTH 53°36'32" EAST, A DISTANCE OF 79.23 FEET; THENCE RUN SOUTH 62°30'27" EAST, A DISTANCE OF 79.89 FEET; THENCE RUN SOUTH 80°26'17" EAST, A DISTANCE OF 103.16 FEET; THENCE RUN SOUTH 50°11'10" EAST, A DISTANCE OF 58.15 FEET; THENCE RUN SOUTH 66°52'59" EAST, A DISTANCE OF 72.77 FEET; THENCE RUN SOUTH 63°53'24" EAST, A DISTANCE OF 143.33 FEET; THENCE RUN SOUTH 83°14'16" EAST, A DISTANCE OF 82.39 FEET; THENCE RUN SOUTH 46°01'21" EAST, A DISTANCE OF 132.57 FEET; THENCE RUN SOUTH 30°59'41" EAST, A DISTANCE OF 81.79 FEET; THENCE RUN NORTH 86°11'27" EAST, A DISTANCE OF 73.17 FEET; THENCE RUN NORTH 62°36'40" EAST, A DISTANCE OF 109.25 FEET; THENCE RUN NORTH 76°42'21" EAST, A DISTANCE OF 117.81 FEET TO A POINT ON THE WEST LINE OF A 79.02 ACRE LEESBURG INTERNATIONAL AIRPORT SEA PLANE MITIGATION AREA; THENCE ALONG SAID SEA PLANE MITIGATION AREA THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 58.37 FEET; 2) THENCE RUN NORTH 59°53'32" EAST, A DISTANCE OF 54.81 FEET; 3) THENCE RUN SOUTH 43°52'35" EAST, A

THE VILLAGES OF WEST LAKE

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AREA “A” 1,400.7 ACRES+/-

DISTANCE OF 38.23 FEET; 4) THENCE RUN SOUTH 75°34'26" EAST, A DISTANCE OF 45.20 FEET; 5) THENCE RUN SOUTH 70°37'50" EAST, A DISTANCE OF 23.34 FEET; 6) THENCE RUN SOUTH 65°59'05" EAST, A DISTANCE OF 142.77 FEET; 7) THENCE RUN SOUTH 71°48'27" EAST, A DISTANCE OF 41.59 FEET; 8) THENCE RUN SOUTH 73°29'01" EAST, A DISTANCE OF 85.77 FEET; 9) THENCE RUN NORTH 83°59'28" EAST, A DISTANCE OF 72.88 FEET; 10) THENCE RUN NORTH 82°39'04" EAST, A DISTANCE OF 75.52 FEET; 11) THENCE RUN NORTH 22°53'15" EAST, A DISTANCE OF 49.24 FEET; 12) THENCE RUN NORTH 42°47'28" EAST, A DISTANCE OF 36.32 FEET; 13) THENCE RUN NORTH 66°51'09" EAST, A DISTANCE OF 48.16 FEET; 14) THENCE RUN NORTH 82°25'46" EAST, A DISTANCE OF 75.22 FEET; 15) THENCE RUN NORTH 82°09'15" EAST, A DISTANCE OF 66.23 FEET; 16) THENCE RUN NORTH 72°05'31" EAST, A DISTANCE OF 32.56 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SEA PLANE MITIGATION AREA, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 107.66 FEET; 2) THENCE RUN SOUTH 89°33'30" EAST, A DISTANCE OF 841.08 FEET; 3) THENCE RUN SOUTH 02°20'16" EAST, A DISTANCE OF 303.39 FEET; 4) THENCE RUN SOUTH 60°11'33" EAST, A DISTANCE OF 535.18 FEET; 5) THENCE RUN SOUTH 00°10'55" WEST, A DISTANCE OF 387.25 FEET; 6) THENCE RUN SOUTH 00°48'18" WEST, A DISTANCE OF 599.91 FEET; 7) THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2556.25 FEET; 8) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 5.52 FEET; 9) THENCE RUN SOUTH 43°39'58" WEST, A DISTANCE OF 170.17 FEET; 10) THENCE RUN SOUTH 13°50'45" WEST, A DISTANCE OF 147.54 FEET; 11) THENCE RUN SOUTH 26°56'42" EAST, A DISTANCE OF 135.90 FEET; 12) THENCE RUN SOUTH 41°29'44" EAST, A DISTANCE OF 127.17 FEET; 13) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 891.81 FEET; 14) THENCE RUN NORTH 88°56'27" WEST, A DISTANCE OF 65.00 FEET; 15) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 644.96 FEET TO A POINT ON THE NORTH 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); THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG SAID NORTH AND EAST RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°56'30" WEST, A DISTANCE OF 2673.97 FEET TO A POINT OF CURVATURE OF A 1095.82 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; 2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°43'22" AN ARC DISTANCE OF 1716.01 FEET TO A POINT OF TANGENCY; 3) THENCE RUN NORTH 00°46'52" EAST, A DISTANCE OF 378.96 FEET TO A POINT OF CURVATURE OF A 1196.40 FOOT RADIUS CURVE CONCAVE TO THE WEST; 4) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'23" AN ARC DISTANCE OF 347.11 FEET TO A POINT OF NON-TANGENCY AND A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION

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17; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN NORTH 00°46'52" EAST, ALONG SAID EAST LINE, A DISTANCE OF 807.86 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN NORTH 00°30'28" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°24'17" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 807.90 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°30'28" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 99.99 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470, SAID POINT BEING ON A 1196.40 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTH WHOSE RADIUS POINT BEARS SOUTH 17°12'59" WEST; THENCE DEPARTING SAID WEST LINE, RUN WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'16" AN ARC DISTANCE OF 347.07 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 1259.47 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING FIVE (5) COURSES AND DISTANCES) 1) THENCE NORTH 00°35'45" EAST, A DISTANCE OF 88.48 FEET TO A POINT OF CURVATURE OF A 105.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; 2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°35'45" AN ARC DISTANCE OF 166.03 FEET TO A POINT OF TANGENCY; 3) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 2533.64 FEET; 4) THENCE RUN SOUTH 00°32'45" WEST, A DISTANCE OF 36.20 FEET; 5) THENCE RUN NORTH 89°23'48" WEST, A DISTANCE OF 232.60 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4556, PAGE 1743, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, RUN NORTH 42°26'19" WEST, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 1523.35 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTHEASTERLY LINE, RUN SOUTH 47°33'41" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 270.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE (STATE ROAD NO. 91, A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 190747-2); THENCE DEPARTING SAID NORTHWESTERLY LINE, RUN NORTH 42°26'19" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5966.03 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, RUN

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NORTH 00°45'14" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2487.91 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (PARCEL B):

A PORTION OF SECTION 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 2650.14 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°45'24" EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 1340.43 FEET TO A POINT ON A LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN ALONG THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 1427.39 FEET; 2) THENCE RUN NORTH 20°12'05" EAST, A DISTANCE OF 896.56 FEET; 3) THENCE RUN SOUTH 89°45'55" EAST, A DISTANCE OF 1510.88 FEET; 4) THENCE RUN SOUTH 00°00'00" EAST, A DISTANCE OF 538.26 FEET; 5) THENCE RUN NORTH 90°00'00" EAST, A DISTANCE OF 1602.12 FEET TO A POINT ON THE EAST LINE OF THE LANDS DESCRIBED AS PARCEL 2 IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°36'49" WEST, A DISTANCE OF 831.10 FEET; 2) THENCE RUN NORTH 88°50'30" WEST, A DISTANCE OF 192.44 FEET TO A POINT ON THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, RUN ALONG SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 74°45'27" WEST, A DISTANCE OF 957.72 FEET; 2) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 631.59 FEET; 3) THENCE RUN NORTH 01°16'27" EAST, A DISTANCE OF 278.48 FEET; 4) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 244.47 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (PARCEL C):

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ALL OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE WEST BOUNDARY OF THE SUNSHINE STATE PARKWAY, LESS THE RIGHT-OF-WAY FOR STATE ROAD NO. 470 IN LAKE COUNTY, FLORIDA;

LESS

COMMENCE AT A 3” X 3” LIGHTER WOOD POST MARKING THE EAST QUARTER CORNER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AS SHOWN ON THE SUNSHINE STATE PARKWAY RIGHT-OF-WAY MAP FOR LAKE COUNTY, PROJECT NO. 2, CONTRACT NO. 13.4, SHEET NO. 2; THENCE N01°01'02” WEST ALONG THE EAST LINE OF THE NE ¼ OF SAID SECTION 18, A DISTANCE OF 2658.28 FEET TO A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF SAID SECTION 18, AS SHOWN ON THE SAID SUNSHINE STATE PARKWAY RIGHT-OF-WAY MAP; THENCE S89°00'55” WEST ALONG THE NORTH LINE OF THE NE ¼ OF SAID SECTION 18, A DISTANCE OF 593.64 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY; THENCE LEAVING THE NORTH LINE OF THE NE ¼ OF SAID SECTION 18, N44°00'55” WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 95.76 TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 470 AS SHOWN ON STATE ROAD RIGHT-OF-WAY MAP, SECTION 11670-2601, SHEET 2; SAID INTERSECTION ALSO BEING THE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY, S89°00'55” WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 329.45 FEET; THENCE S80°29'04” WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 134.83 FEET; THENCE S89°00'55” WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1456.67 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE N00°59'05” WEST A DISTANCE OF 130.00 FEET; THENCE N89°00'55” EAST A DISTANCE OF 850.00 FEET; THENCE N00°59'05” WEST A DISTANCE OF 850.00 FEET; THENCE N41°56'49” WEST A DISTANCE OF 738.95 FEET; THENCE N45°59'05” EAST A DISTANCE OF 100.00 FEET TO THE SAID WESTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S44°00'55” EAST A DISTANCE OF 2170.00 FEET TO THE POINT OF BEGINNING.

LESS

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, THEN N00°55'51” WEST ALONG THE WEST BOUNDARY LINE OF SAID SECTION 7, 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD #470; THENCE N89°02'38” EAST ALONG SAID RIGHT-OF-WAY LINE 1347.80 FEET TO THE POINT OF BEGINNING; THENCE N00°57'22” WEST 350.00 FEET; THENCE N89°02'38” EAST 750.00 FEET; THENCE S00°57'22” EAST 350.00 FEET TO THE NORTH RIGHT-OF-WAY

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LINE OF STATE ROAD #470; THENCE S89°02'38” WEST ALONG SAID RIGHT-OF-WAY LINE 750.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (PARCEL D):

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

COMMENCE AT A 6” X 6” CONCRETE MONUMENT INSCRIBED 8, 9, 16 & 17 MARKING THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE RUN NORTH 89°24'15" WEST, ALONG THE SOUTH LINE OF SECTION 8, A DISTANCE OF 2649.34 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°31'36" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 50.00 FEET FOR A POINT OF BEGINNING; SAID POINT LYING ON THE NORTH EXISTING RIGHT OF WAY OF STATE ROAD 470; THENCE RUN NORTH 89°23'48” WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2315.46 FEET; THENCE RUN NORTH 84°15'10” WEST, ALONG SAID NORTH EXISTING RIGHT OF WAY LINE, A DISTANCE OF 213.34 FEET; THENCE DEPARTING SAID NORTH EXISTING RIGHT OF WAY LINE, RUN NORTH 42°26'19” WEST, A DISTANCE OF 152.54 FEET; THENCE RUN SOUTH 89°23'48” EAST, A DISTANCE OF 232.57 FEET; THENCE RUN NORTH 00°32'45” EAST, A DISTANCE OF 36.20 FEET; THENCE RUN SOUTH 90°00'00” EAST, A DISTANCE OF 2399.39 FEET TO THE AFOREMENTIONED EAST LINE; THENCE CONTINUE SOUTH 90°00'00” EAST, A DISTANCE OF 134.25 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 105.00 FEET AND A CENTRAL ANGLE OF 90°35'45"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 166.03 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 00°35'45” WEST, A DISTANCE OF 88.47 FEET TO THE AFOREMENTIONED NORTH EXISTING RIGHT OF WAY LINE; THENCE RUN NORTH 89°24'15” WEST, ALONG SAID NORTH EXISTING RIGHT OF WAY LINE, A DISTANCE OF 240.10 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (PARCEL E)

THAT PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE NE CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, RUN THENCE SOUTH 0°18' WEST ALONG THE SECTION LINE FOR 535 FEET TO THE POINT OF BEGINNING, CONTINUE THENCE SOUTH 0°18' WEST ALONG SAID SECTION LINE FOR

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274.12 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 470; RUN THENCE NORTHERLY AND WESTERLY ALONG RIGHT-OF-WAY OF STATE ROAD NO. 470 TO A POINT THAT IS NORTH 89°42' WEST OF THE POINT OF BEGINNING, THENCE SOUTH 89°42' EAST FOR 121.2 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (PARCEL F (INGRESS/EGRESS/UTILITIES EASEMENT)):

A PORTION OF SECTIONS 9 AND 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 16; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 1325.07 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16 AND A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING NORTH LINE, RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°48'18" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 599.91 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 2025.07 FEET OF THE NORTH 1/2 OF SAID SECTION 16; 2) THENCE DEPARTING SAID EAST LINE, RUN SOUTH 88°56'30" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2391.25 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°49'33" EAST, A DISTANCE OF 666.86 FEET TO A POINT OF CURVATURE OF A 385.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00" AN ARC DISTANCE OF 235.18 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 35°49'33" EAST, A DISTANCE OF 754.13 FEET TO A POINT ON THE AFORESAID BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 362; THENCE RUN SOUTH 74°45'27" EAST, ALONG SAID BOUNDARY, A DISTANCE OF 213.64 FEET; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 35°49'33" WEST, A DISTANCE OF 829.24 FEET TO A POINT OF CURVATURE OF A 185.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00" AN ARC DISTANCE OF 113.01 FEET TO A POINT OF TANGENCY, SAID POINT BEING A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF THE EAST 60 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE RUN SOUTH 00°49'33" WEST, ALONG SAID WEST LINE, A DISTANCE OF 667.67 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 AND A POINT ON THE NORTH LINE OF THE SOUTH 2025.07 FEET OF THE NORTH 1/2 OF SAID

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SECTION 16; THENCE DEPARTING SAID WEST LINE, RUN NORTH 88°56'30" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (PARCEL G):

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, THENCE N00°55'51" WEST ALONG THE WEST BOUNDARY LINE OF SAID SECTION 7, 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD #470; THENCE N89°02'38" EAST ALONG SAID RIGHT-OF-WAY LINE 1347.80 FEET TO THE POINT OF BEGINNING; THENCE N00°57'22" WEST 350.00 FEET; THENCE N89°02'38" EAST 750.00 FEET; THENCE S00°57'22" EAST 350.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD #470; THENCE S89°02'38" WEST ALONG SAID RIGHT-OF-WAY LINE 750.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (PARCEL H):

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1093, PAGE 476, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID LANDS LYING WITHIN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 17; THENCE RUN SOUTH 89°24'17" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 128.15 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°35'43" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601) AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 89°24'17" EAST, A DISTANCE OF 1371.42 FEET TO A POINT OF CURVATURE OF A 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°30'54" EAST AND A CHORD LENGTH OF 376.62 FEET; 2) THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°46'47", AN ARC DISTANCE OF 378.50 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN SOUTH 02°05'38" EAST, A DISTANCE OF 424.83 FEET; THENCE RUN NORTH 79°06'44" WEST,

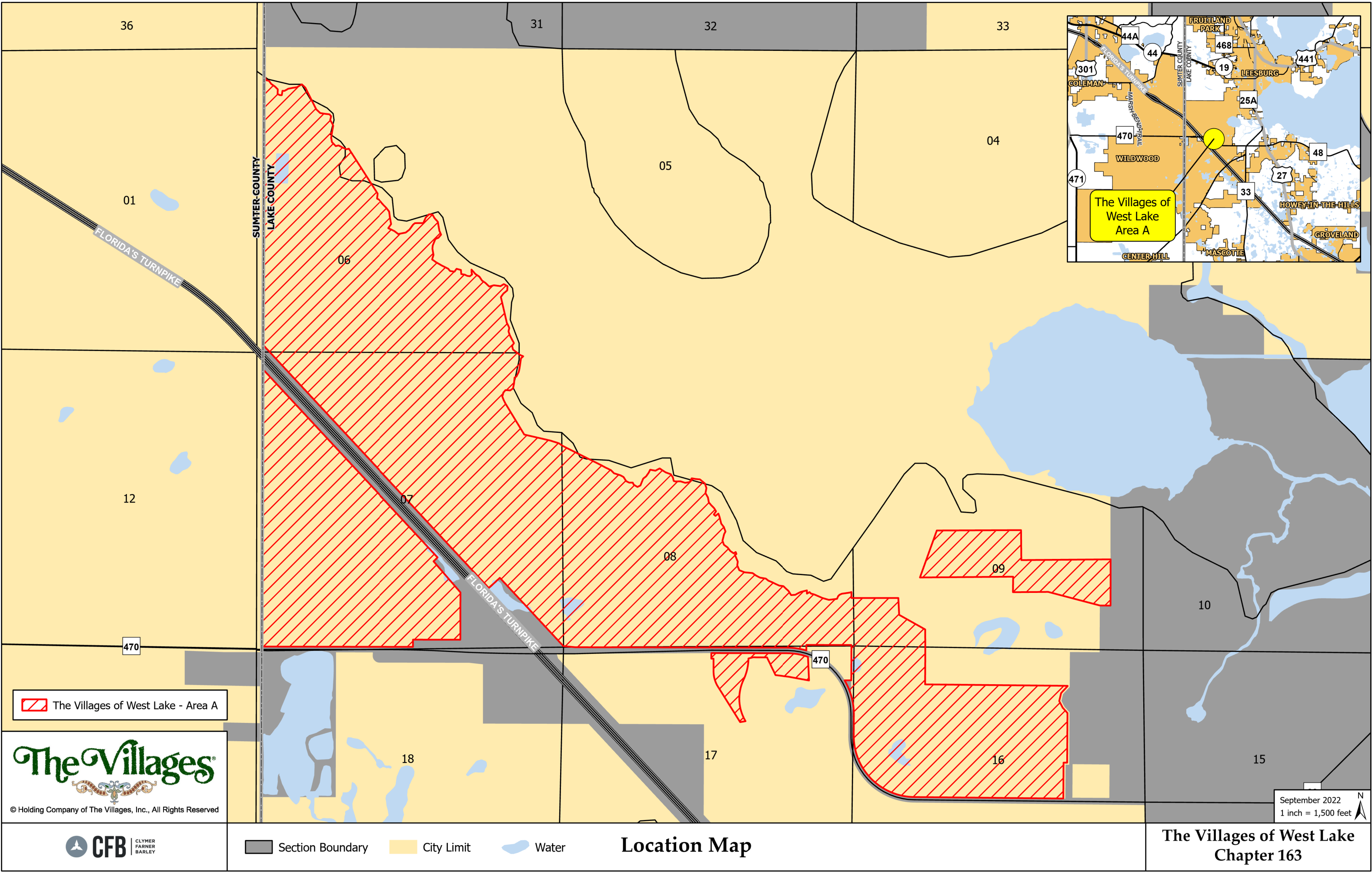
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AREA “A” 1,400.7 ACRES+/-

A DISTANCE OF 375.69 FEET; THENCE RUN NORTH 82°34'21" WEST, A DISTANCE OF 241.03 FEET; THENCE RUN NORTH 25°13'16" WEST, A DISTANCE OF 353.53 FEET; THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 251.69 FEET; THENCE RUN SOUTH 76°06'40" WEST, A DISTANCE OF 83.70 FEET TO A POINT ON A 910.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE WEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13°28'14" WEST AND A CHORD LENGTH OF 391.61 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°51'03", AN ARC DISTANCE OF 394.69 FEET TO A POINT OF REVERSE CURVATURE OF A 790.00 FOOT RADIUS CURVE CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02°23'07" EAST AND A CHORD LENGTH OF 748.60 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°33'45", AN ARC DISTANCE OF 779.89 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 82°39'55" WEST, A DISTANCE OF 99.56 FEET; THENCE RUN NORTH 31°31'47" WEST, A DISTANCE OF 693.99 FEET; THENCE RUN NORTH 32°11'10" WEST, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4895, PAGE 332, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND A POINT OF CURVATURE OF A 525.00 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°52'16" WEST AND A CHORD LENGTH OF 294.96 FEET; THENCE ALONG THE EAST LINE OF SAID LANDS THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°37'48", AN ARC DISTANCE OF 298.99 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 00°26'37" EAST, A DISTANCE OF 226.37 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING EAST LINE OF SAID LANDS, RUN NORTH 89°23'51" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 39.47 FEET TO A POINT ALONG THE RIGHT-OF-WAY TO LAKE COUNTY PER OFFICIAL RECORDS BOOK 3316, PAGE 54, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING NORTH LINE OF SAID LANDS, RUN NORTH 00°35'43" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

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THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – FIFTH AMENDMENT

AREA “A” 1,400.7 ACRES+/-

LEGAL DESCRIPTION (PARCEL A):

A PORTION OF SECTIONS 6, 7, 8, 9, AND 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE RUN NORTH 00°39'41" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2360.48 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 30°29'04" EAST, A DISTANCE OF 19.79 FEET; THENCE RUN SOUTH 20°37'14" EAST, A DISTANCE OF 84.19 FEET; THENCE RUN SOUTH 76°53'11" EAST, A DISTANCE OF 47.78 FEET; THENCE RUN SOUTH 36°10'15" EAST, A DISTANCE OF 68.70 FEET; THENCE RUN SOUTH 53°58'30" EAST, A DISTANCE OF 83.28 FEET; THENCE RUN SOUTH 44°52'44" EAST, A DISTANCE OF 70.96 FEET; THENCE RUN SOUTH 03°00'03" WEST, A DISTANCE OF 85.15 FEET; THENCE RUN SOUTH 64°52'10" EAST, A DISTANCE OF 45.25 FEET; THENCE RUN SOUTH 88°04'24" EAST, A DISTANCE OF 34.38 FEET; THENCE RUN NORTH 09°21'14" EAST, A DISTANCE OF 78.78 FEET; THENCE RUN SOUTH 88°37'45" EAST, A DISTANCE OF 36.40 FEET; THENCE RUN NORTH 61°16'45" EAST, A DISTANCE OF 78.67 FEET; THENCE RUN NORTH 79°11'16" EAST, A DISTANCE OF 87.21 FEET; THENCE RUN NORTH 82°04'48" EAST, A DISTANCE OF 69.61 FEET; THENCE RUN NORTH 60°17'41" EAST, A DISTANCE OF 102.77 FEET; THENCE RUN SOUTH 46°03'35" EAST, A DISTANCE OF 89.04 FEET; THENCE RUN SOUTH 25°57'33" EAST, A DISTANCE OF 431.46 FEET; THENCE RUN SOUTH 46°18'25" EAST, A DISTANCE OF 100.01 FEET; THENCE RUN SOUTH 80°46'10" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN SOUTH 82°49'12" EAST, A DISTANCE OF 85.20 FEET; THENCE RUN SOUTH 39°42'02" EAST, A DISTANCE OF 45.75 FEET; THENCE RUN SOUTH 14°23'50" WEST, A DISTANCE OF 70.58 FEET; THENCE RUN SOUTH 29°58'34" EAST, A DISTANCE OF 76.07 FEET; THENCE RUN SOUTH 23°08'46" EAST, A DISTANCE OF 39.04 FEET; THENCE RUN SOUTH 11°00'19" WEST, A DISTANCE OF 95.71 FEET; THENCE RUN SOUTH 09°22'14" WEST, A DISTANCE OF 123.51 FEET; THENCE RUN SOUTH 09°41'56" EAST, A DISTANCE OF 80.26 FEET; THENCE RUN SOUTH 43°34'44" EAST, A DISTANCE OF 98.73 FEET; THENCE RUN NORTH 76°35'25" EAST, A DISTANCE OF 50.82 FEET; THENCE RUN SOUTH 62°33'16" EAST, A DISTANCE OF 86.58 FEET; THENCE RUN SOUTH 64°36'42" EAST, A DISTANCE OF 71.30 FEET; THENCE RUN NORTH 76°42'30" EAST, A DISTANCE OF 44.48 FEET; THENCE RUN SOUTH 32°12'12" EAST, A DISTANCE OF 957.86 FEET; THENCE RUN SOUTH 07°10'01" WEST, A DISTANCE OF 91.08 FEET; THENCE RUN SOUTH 61°21'16" EAST, A DISTANCE OF 47.28 FEET; THENCE RUN SOUTH 40°28'15" EAST, A DISTANCE OF 120.86 FEET; THENCE RUN SOUTH 44°33'11" EAST, A DISTANCE OF 69.24 FEET; THENCE RUN SOUTH 37°26'37" EAST, A DISTANCE OF 89.41 FEET; THENCE RUN SOUTH 07°06'18" EAST, A DISTANCE OF 113.64 FEET; THENCE RUN SOUTH

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – FIFTH AMENDMENT

AREA “A” 1,400.7 ACRES+/-

09°52'34" EAST, A DISTANCE OF 113.85 FEET; THENCE RUN SOUTH 35°28'16" WEST, A DISTANCE OF 89.69 FEET; THENCE RUN SOUTH 64°22'33" EAST, A DISTANCE OF 118.81 FEET; THENCE RUN SOUTH 52°22'56" EAST, A DISTANCE OF 90.58 FEET; THENCE RUN NORTH 79°20'02" EAST, A DISTANCE OF 136.10 FEET; THENCE RUN NORTH 52°22'55" EAST, A DISTANCE OF 86.83 FEET; THENCE RUN NORTH 36°24'30" EAST, A DISTANCE OF 105.87 FEET; THENCE RUN NORTH 48°55'55" EAST, A DISTANCE OF 45.49 FEET; THENCE RUN SOUTH 89°56'18" EAST, A DISTANCE OF 151.08 FEET; THENCE RUN NORTH 24°38'40" EAST, A DISTANCE OF 110.35 FEET; THENCE RUN NORTH 46°09'26" EAST, A DISTANCE OF 81.02 FEET; THENCE RUN SOUTH 86°18'52" EAST, A DISTANCE OF 62.24 FEET; THENCE RUN SOUTH 27°38'50" EAST, A DISTANCE OF 68.64 FEET; THENCE RUN SOUTH 41°23'00" EAST, A DISTANCE OF 95.74 FEET; THENCE RUN SOUTH 09°19'22" EAST, A DISTANCE OF 161.00 FEET; THENCE RUN SOUTH 22°58'56" EAST, A DISTANCE OF 78.10 FEET; THENCE RUN SOUTH 41°13'52" WEST, A DISTANCE OF 71.83 FEET; THENCE RUN SOUTH 67°32'49" WEST, A DISTANCE OF 60.90 FEET; THENCE RUN SOUTH 22°37'04" WEST, A DISTANCE OF 125.78 FEET; THENCE RUN SOUTH 05°54'07" WEST, A DISTANCE OF 58.17 FEET; THENCE RUN SOUTH 09°17'29" EAST, A DISTANCE OF 113.07 FEET; THENCE RUN SOUTH 17°42'35" WEST, A DISTANCE OF 84.59 FEET; THENCE RUN SOUTH 54°18'47" EAST, A DISTANCE OF 86.37 FEET; THENCE RUN SOUTH 59°31'01" EAST, A DISTANCE OF 114.87 FEET; THENCE RUN SOUTH 62°38'05" EAST, A DISTANCE OF 134.39 FEET; THENCE RUN SOUTH 39°09'25" EAST, A DISTANCE OF 51.70 FEET; THENCE RUN SOUTH 80°59'23" EAST, A DISTANCE OF 80.02 FEET; THENCE RUN NORTH 35°54'34" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 74°27'55" EAST, A DISTANCE OF 81.89 FEET; THENCE RUN SOUTH 04°00'12" EAST, A DISTANCE OF 73.97 FEET; THENCE RUN SOUTH 80°14'56" EAST, A DISTANCE OF 67.06 FEET; THENCE RUN SOUTH 62°54'57" EAST, A DISTANCE OF 47.02 FEET; THENCE RUN SOUTH 80°58'05" EAST, A DISTANCE OF 47.16 FEET; THENCE RUN NORTH 50°24'47" EAST, A DISTANCE OF 52.77 FEET; THENCE RUN NORTH 16°30'08" WEST, A DISTANCE OF 34.10 FEET; THENCE RUN NORTH 00°36'32" WEST, A DISTANCE OF 52.85 FEET; THENCE RUN SOUTH 40°59'45" EAST, A DISTANCE OF 106.23 FEET; THENCE RUN SOUTH 55°44'00" EAST, A DISTANCE OF 86.62 FEET; THENCE RUN SOUTH 33°10'27" EAST, A DISTANCE OF 83.20 FEET; THENCE RUN SOUTH 55°17'24" EAST, A DISTANCE OF 68.84 FEET; THENCE RUN SOUTH 46°21'25" EAST, A DISTANCE OF 101.01 FEET; THENCE RUN NORTH 74°50'26" EAST, A DISTANCE OF 86.17 FEET; THENCE RUN SOUTH 82°04'41" EAST, A DISTANCE OF 120.38 FEET; THENCE RUN NORTH 58°22'49" EAST, A DISTANCE OF 68.80 FEET; THENCE RUN SOUTH 60°56'38" EAST, A DISTANCE OF 75.22 FEET; THENCE RUN SOUTH 03°14'40" WEST, A DISTANCE OF 76.66 FEET; THENCE RUN SOUTH 50°59'10" WEST, A DISTANCE OF 90.51 FEET; THENCE RUN SOUTH 36°37'10" WEST, A DISTANCE OF 76.43 FEET; THENCE RUN SOUTH 12°29'53" EAST, A DISTANCE OF 471.98 FEET; THENCE RUN SOUTH 24°47'34" EAST, A DISTANCE OF 104.62 FEET; THENCE RUN SOUTH 12°21'53" WEST, A DISTANCE OF 65.63 FEET; THENCE RUN SOUTH 18°03'40" EAST, A DISTANCE OF 67.17 FEET; THENCE RUN

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THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – FIFTH AMENDMENT

AREA “A” 1,400.7 ACRES+/-

SOUTH 25°58'11" EAST, A DISTANCE OF 64.57 FEET; THENCE RUN SOUTH 27°55'06" EAST, A DISTANCE OF 100.44 FEET; THENCE RUN SOUTH 35°22'32" WEST, A DISTANCE OF 59.70 FEET; THENCE RUN SOUTH 13°35'06" EAST, A DISTANCE OF 68.53 FEET; THENCE RUN SOUTH 51°53'59" EAST, A DISTANCE OF 156.93 FEET; THENCE RUN SOUTH 66°50'45" EAST, A DISTANCE OF 64.60 FEET; THENCE RUN SOUTH 48°38'48" WEST, A DISTANCE OF 54.10 FEET; THENCE RUN SOUTH 08°34'50" WEST, A DISTANCE OF 80.78 FEET; THENCE RUN SOUTH 08°53'51" WEST, A DISTANCE OF 102.76 FEET; THENCE RUN SOUTH 13°03'25" WEST, A DISTANCE OF 64.08 FEET; THENCE RUN SOUTH 27°21'03" WEST, A DISTANCE OF 92.67 FEET; THENCE RUN SOUTH 58°32'05" WEST, A DISTANCE OF 39.73 FEET; THENCE RUN SOUTH 05°28'43" WEST, A DISTANCE OF 111.73 FEET; THENCE RUN SOUTH 12°31'44" WEST, A DISTANCE OF 83.93 FEET; THENCE RUN SOUTH 55°17'54" WEST, A DISTANCE OF 62.16 FEET; THENCE RUN NORTH 84°37'02" WEST, A DISTANCE OF 51.91 FEET; THENCE RUN NORTH 88°34'03" WEST, A DISTANCE OF 32.60 FEET; THENCE RUN SOUTH 42°06'52" WEST, A DISTANCE OF 58.01 FEET; THENCE RUN SOUTH 12°33'12" WEST, A DISTANCE OF 37.53 FEET; THENCE RUN SOUTH 20°36'57" WEST, A DISTANCE OF 33.88 FEET; THENCE RUN SOUTH 20°04'52" EAST, A DISTANCE OF 53.52 FEET; THENCE RUN SOUTH 24°42'25" EAST, A DISTANCE OF 74.30 FEET; THENCE RUN SOUTH 30°43'24" EAST, A DISTANCE OF 665.00 FEET; THENCE RUN SOUTH 76°34'14" EAST, A DISTANCE OF 477.21 FEET; THENCE RUN SOUTH 71°58'41" EAST, A DISTANCE OF 165.94 FEET; THENCE RUN SOUTH 54°48'46" EAST, A DISTANCE OF 79.68 FEET; THENCE RUN SOUTH 62°41'15" EAST, A DISTANCE OF 108.65 FEET; THENCE RUN SOUTH 62°55'30" EAST, A DISTANCE OF 667.14 FEET; THENCE RUN SOUTH 60°27'48" EAST, A DISTANCE OF 87.14 FEET; THENCE RUN SOUTH 64°03'50" EAST, A DISTANCE OF 106.68 FEET; THENCE RUN SOUTH 43°54'25" EAST, A DISTANCE OF 79.20 FEET; THENCE RUN SOUTH 72°01'07" EAST, A DISTANCE OF 124.60 FEET; THENCE RUN SOUTH 60°09'14" EAST, A DISTANCE OF 62.29 FEET; THENCE RUN SOUTH 31°27'02" EAST, A DISTANCE OF 86.64 FEET; THENCE RUN SOUTH 63°57'31" EAST, A DISTANCE OF 63.36 FEET; THENCE RUN NORTH 89°40'02" EAST, A DISTANCE OF 61.47 FEET; THENCE RUN SOUTH 25°03'35" EAST, A DISTANCE OF 41.98 FEET; THENCE RUN SOUTH 58°26'41" EAST, A DISTANCE OF 77.10 FEET; THENCE RUN NORTH 64°51'43" EAST, A DISTANCE OF 59.71 FEET; THENCE RUN NORTH 22°27'00" EAST, A DISTANCE OF 133.33 FEET; THENCE RUN NORTH 52°49'57" EAST, A DISTANCE OF 66.67 FEET; THENCE RUN NORTH 35°29'20" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN NORTH 27°10'34" EAST, A DISTANCE OF 56.95 FEET; THENCE RUN SOUTH 79°02'53" EAST, A DISTANCE OF 94.44 FEET; THENCE RUN NORTH 62°59'52" EAST, A DISTANCE OF 87.39 FEET; THENCE RUN SOUTH 55°10'19" EAST, A DISTANCE OF 51.33 FEET; THENCE RUN SOUTH 56°42'06" EAST, A DISTANCE OF 76.72 FEET; THENCE RUN SOUTH 69°38'47" EAST, A DISTANCE OF 98.62 FEET; THENCE RUN SOUTH 33°07'22" EAST, A DISTANCE OF 66.32 FEET; THENCE RUN SOUTH 12°34'18" EAST, A DISTANCE OF 67.51 FEET; THENCE RUN SOUTH 73°43'09" EAST, A DISTANCE OF 32.57 FEET; THENCE RUN NORTH 88°46'08" EAST, A DISTANCE OF 89.59 FEET; THENCE RUN SOUTH

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THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – FIFTH AMENDMENT

AREA “A” 1,400.7 ACRES+/-

72°00'24" EAST, A DISTANCE OF 88.54 FEET; THENCE RUN NORTH 82°00'35" EAST, A DISTANCE OF 82.23 FEET; THENCE RUN NORTH 28°08'41" EAST, A DISTANCE OF 77.60 FEET; THENCE RUN SOUTH 79°52'28" EAST, A DISTANCE OF 72.13 FEET; THENCE RUN SOUTH 84°08'18" EAST, A DISTANCE OF 76.52 FEET; THENCE RUN SOUTH 50°04'27" EAST, A DISTANCE OF 116.72 FEET; THENCE RUN SOUTH 18°05'38" EAST, A DISTANCE OF 86.72 FEET; THENCE RUN SOUTH 11°26'26" WEST, A DISTANCE OF 91.89 FEET; THENCE RUN SOUTH 29°04'26" EAST, A DISTANCE OF 89.79 FEET; THENCE RUN SOUTH 09°58'55" EAST, A DISTANCE OF 91.28 FEET; THENCE RUN SOUTH 40°14'22" EAST, A DISTANCE OF 56.45 FEET; THENCE RUN SOUTH 43°10'08" EAST, A DISTANCE OF 86.77 FEET; THENCE RUN SOUTH 30°23'40" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 36°06'06" WEST, A DISTANCE OF 69.17 FEET; THENCE RUN SOUTH 49°24'38" EAST, A DISTANCE OF 39.36 FEET; THENCE RUN NORTH 51°47'53" EAST, A DISTANCE OF 66.55 FEET; THENCE RUN SOUTH 18°39'03" EAST, A DISTANCE OF 66.42 FEET; THENCE RUN SOUTH 13°29'51" EAST, A DISTANCE OF 121.98 FEET; THENCE RUN SOUTH 37°08'09" EAST, A DISTANCE OF 78.28 FEET; THENCE RUN SOUTH 18°59'20" EAST, A DISTANCE OF 85.31 FEET; THENCE RUN SOUTH 29°01'05" WEST, A DISTANCE OF 50.31 FEET; THENCE RUN SOUTH 14°39'12" WEST, A DISTANCE OF 122.19 FEET; THENCE RUN SOUTH 18°44'14" EAST, A DISTANCE OF 78.53 FEET; THENCE RUN SOUTH 53°17'25" EAST, A DISTANCE OF 80.53 FEET; THENCE RUN SOUTH 37°24'41" EAST, A DISTANCE OF 83.16 FEET; THENCE RUN SOUTH 55°25'31" EAST, A DISTANCE OF 71.44 FEET; THENCE RUN NORTH 58°27'23" EAST, A DISTANCE OF 43.35 FEET; THENCE RUN SOUTH 19°10'27" EAST, A DISTANCE OF 37.15 FEET; THENCE RUN SOUTH 63°34'27" WEST, A DISTANCE OF 31.07 FEET; THENCE RUN SOUTH 22°20'25" EAST, A DISTANCE OF 134.31 FEET; THENCE RUN SOUTH 08°26'23" WEST, A DISTANCE OF 67.96 FEET; THENCE RUN SOUTH 22°50'36" EAST, A DISTANCE OF 95.16 FEET; THENCE RUN SOUTH 68°08'39" EAST, A DISTANCE OF 101.39 FEET; THENCE RUN SOUTH 84°06'33" EAST, A DISTANCE OF 143.78 FEET; THENCE RUN SOUTH 53°36'32" EAST, A DISTANCE OF 79.23 FEET; THENCE RUN SOUTH 62°30'27" EAST, A DISTANCE OF 79.89 FEET; THENCE RUN SOUTH 80°26'17" EAST, A DISTANCE OF 103.16 FEET; THENCE RUN SOUTH 50°11'10" EAST, A DISTANCE OF 58.15 FEET; THENCE RUN SOUTH 66°52'59" EAST, A DISTANCE OF 72.77 FEET; THENCE RUN SOUTH 63°53'24" EAST, A DISTANCE OF 143.33 FEET; THENCE RUN SOUTH 83°14'16" EAST, A DISTANCE OF 82.39 FEET; THENCE RUN SOUTH 46°01'21" EAST, A DISTANCE OF 132.57 FEET; THENCE RUN SOUTH 30°59'41" EAST, A DISTANCE OF 81.79 FEET; THENCE RUN NORTH 86°11'27" EAST, A DISTANCE OF 73.17 FEET; THENCE RUN NORTH 62°36'40" EAST, A DISTANCE OF 109.25 FEET; THENCE RUN NORTH 76°42'21" EAST, A DISTANCE OF 117.81 FEET TO A POINT ON THE WEST LINE OF A 79.02 ACRE LEESBURG INTERNATIONAL AIRPORT SEA PLANE MITIGATION AREA; THENCE ALONG SAID SEA PLANE MITIGATION AREA THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 58.37 FEET; 2) THENCE RUN NORTH 59°53'32" EAST, A DISTANCE OF 54.81 FEET; 3) THENCE RUN SOUTH 43°52'35" EAST, A

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THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – FIFTH AMENDMENT

AREA "A" 1,400.7 ACRES+/-

DISTANCE OF 38.23 FEET; 4) THENCE RUN SOUTH 75°34'26" EAST, A DISTANCE OF 45.20 FEET; 5) THENCE RUN SOUTH 70°37'50" EAST, A DISTANCE OF 23.34 FEET; 6) THENCE RUN SOUTH 65°59'05" EAST, A DISTANCE OF 142.77 FEET; 7) THENCE RUN SOUTH 71°48'27" EAST, A DISTANCE OF 41.59 FEET; 8) THENCE RUN SOUTH 73°29'01" EAST, A DISTANCE OF 85.77 FEET; 9) THENCE RUN NORTH 83°59'28" EAST, A DISTANCE OF 72.88 FEET; 10) THENCE RUN NORTH 82°39'04" EAST, A DISTANCE OF 75.52 FEET; 11) THENCE RUN NORTH 22°53'15" EAST, A DISTANCE OF 49.24 FEET; 12) THENCE RUN NORTH 42°47'28" EAST, A DISTANCE OF 36.32 FEET; 13) THENCE RUN NORTH 66°51'09" EAST, A DISTANCE OF 48.16 FEET; 14) THENCE RUN NORTH 82°25'46" EAST, A DISTANCE OF 75.22 FEET; 15) THENCE RUN NORTH 82°09'15" EAST, A DISTANCE OF 66.23 FEET; 16) THENCE RUN NORTH 72°05'31" EAST, A DISTANCE OF 32.56 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SEA PLANE MITIGATION AREA, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 107.66 FEET; 2) THENCE RUN SOUTH 89°33'30" EAST, A DISTANCE OF 841.08 FEET; 3) THENCE RUN SOUTH 02°20'16" EAST, A DISTANCE OF 303.39 FEET; 4) THENCE RUN SOUTH 60°11'33" EAST, A DISTANCE OF 535.18 FEET; 5) THENCE RUN SOUTH 00°10'55" WEST, A DISTANCE OF 387.25 FEET; 6) THENCE RUN SOUTH 00°48'18" WEST, A DISTANCE OF 599.91 FEET; 7) THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2556.25 FEET; 8) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 5.52 FEET; 9) THENCE RUN SOUTH 43°39'58" WEST, A DISTANCE OF 170.17 FEET; 10) THENCE RUN SOUTH 13°50'45" WEST, A DISTANCE OF 147.54 FEET; 11) THENCE RUN SOUTH 26°56'42" EAST, A DISTANCE OF 135.90 FEET; 12) THENCE RUN SOUTH 41°29'44" EAST, A DISTANCE OF 127.17 FEET; 13) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 891.81 FEET; 14) THENCE RUN NORTH 88°56'27" WEST, A DISTANCE OF 65.00 FEET; 15) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 644.96 FEET TO A POINT ON THE NORTH 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); THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG SAID NORTH AND EAST RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°56'30" WEST, A DISTANCE OF 2673.97 FEET TO A POINT OF CURVATURE OF A 1095.82 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; 2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°43'22" AN ARC DISTANCE OF 1716.01 FEET TO A POINT OF TANGENCY; 3) THENCE RUN NORTH 00°46'52" EAST, A DISTANCE OF 378.96 FEET TO A POINT OF CURVATURE OF A 1196.40 FOOT RADIUS CURVE CONCAVE TO THE WEST; 4) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'23" AN ARC DISTANCE OF 347.11 FEET TO A POINT OF NON-TANGENCY AND A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION

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THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – FIFTH AMENDMENT

AREA "A" 1,400.7 ACRES+/-

17; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN NORTH 00°46'52" EAST, ALONG SAID EAST LINE, A DISTANCE OF 807.86 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN NORTH 00°30'28" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°24'17" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 807.90 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°30'28" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 99.99 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470, SAID POINT BEING ON A 1196.40 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTH WHOSE RADIUS POINT BEARS SOUTH 17°12'59" WEST; THENCE DEPARTING SAID WEST LINE, RUN WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'16" AN ARC DISTANCE OF 347.07 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 1259.47 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING FIVE (5) COURSES AND DISTANCES) 1) THENCE NORTH 00°35'45" EAST, A DISTANCE OF 88.48 FEET TO A POINT OF CURVATURE OF A 105.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; 2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°35'45" AN ARC DISTANCE OF 166.03 FEET TO A POINT OF TANGENCY; 3) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 2533.64 FEET; 4) THENCE RUN SOUTH 00°32'45" WEST, A DISTANCE OF 36.20 FEET; 5) THENCE RUN NORTH 89°23'48" WEST, A DISTANCE OF 232.60 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4556, PAGE 1743, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, RUN NORTH 42°26'19" WEST, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 1523.35 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTHEASTERLY LINE, RUN SOUTH 47°33'41" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 270.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE (STATE ROAD NO. 91, A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 190747-2); THENCE DEPARTING SAID NORTHWESTERLY LINE, RUN NORTH 42°26'19" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5966.03 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, RUN

SHEET 6 OF 37

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – FIFTH AMENDMENT

AREA "A" 1,400.7 ACRES+/-

NORTH 00°45'14" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2487.91 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (PARCEL B):

A PORTION OF SECTION 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 2650.14 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°45'24" EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 1340.43 FEET TO A POINT ON A LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN ALONG THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 1427.39 FEET; 2) THENCE RUN NORTH 20°12'05" EAST, A DISTANCE OF 896.56 FEET; 3) THENCE RUN SOUTH 89°45'55" EAST, A DISTANCE OF 1510.88 FEET; 4) THENCE RUN SOUTH 00°00'00" EAST, A DISTANCE OF 538.26 FEET; 5) THENCE RUN NORTH 90°00'00" EAST, A DISTANCE OF 1602.12 FEET TO A POINT ON THE EAST LINE OF THE LANDS DESCRIBED AS PARCEL 2 IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°36'49" WEST, A DISTANCE OF 831.10 FEET; 2) THENCE RUN NORTH 88°50'30" WEST, A DISTANCE OF 192.44 FEET TO A POINT ON THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, RUN ALONG SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 74°45'27" WEST, A DISTANCE OF 957.72 FEET; 2) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 631.59 FEET; 3) THENCE RUN NORTH 01°16'27" EAST, A DISTANCE OF 278.48 FEET; 4) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 244.47 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (PARCEL C):

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – FIFTH AMENDMENT

AREA “A” 1,400.7 ACRES+/-

ALL OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE WEST BOUNDARY OF THE SUNSHINE STATE PARKWAY, LESS THE RIGHT-OF-WAY FOR STATE ROAD NO. 470 IN LAKE COUNTY, FLORIDA;

LESS

COMMENCE AT A 3” X 3” LIGHTER WOOD POST MARKING THE EAST QUARTER CORNER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AS SHOWN ON THE SUNSHINE STATE PARKWAY RIGHT-OF-WAY MAP FOR LAKE COUNTY, PROJECT NO. 2, CONTRACT NO. 13.4, SHEET NO. 2; THENCE N01°01'02” WEST ALONG THE EAST LINE OF THE NE ¼ OF SAID SECTION 18, A DISTANCE OF 2658.28 FEET TO A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF SAID SECTION 18, AS SHOWN ON THE SAID SUNSHINE STATE PARKWAY RIGHT-OF-WAY MAP; THENCE S89°00'55” WEST ALONG THE NORTH LINE OF THE NE ¼ OF SAID SECTION 18, A DISTANCE OF 593.64 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY; THENCE LEAVING THE NORTH LINE OF THE NE ¼ OF SAID SECTION 18, N44°00'55” WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 95.76 TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 470 AS SHOWN ON STATE ROAD RIGHT-OF-WAY MAP, SECTION 11670-2601, SHEET 2; SAID INTERSECTION ALSO BEING THE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY, S89°00'55” WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 329.45 FEET; THENCE S80°29'04” WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 134.83 FEET; THENCE S89°00'55” WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1456.67 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE N00°59'05” WEST A DISTANCE OF 130.00 FEET; THENCE N89°00'55” EAST A DISTANCE OF 850.00 FEET; THENCE N00°59'05” WEST A DISTANCE OF 850.00 FEET; THENCE N41°56'49” WEST A DISTANCE OF 738.95 FEET; THENCE N45°59'05” EAST A DISTANCE OF 100.00 FEET TO THE SAID WESTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S44°00'55” EAST A DISTANCE OF 2170.00 FEET TO THE POINT OF BEGINNING.

LESS

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, THEN N00°55'51” WEST ALONG THE WEST BOUNDARY LINE OF SAID SECTION 7, 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD #470; THENCE N89°02'38” EAST ALONG SAID RIGHT-OF-WAY LINE 1347.80 FEET TO THE POINT OF BEGINNING; THENCE N00°57'22” WEST 350.00 FEET; THENCE N89°02'38” EAST 750.00 FEET; THENCE S00°57'22” EAST 350.00 FEET TO THE NORTH RIGHT-OF-WAY

SHEET 8 OF 37

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – FIFTH AMENDMENT

AREA “A” 1,400.7 ACRES+/-

LINE OF STATE ROAD #470; THENCE S89°02'38” WEST ALONG SAID RIGHT-OF-WAY LINE 750.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (PARCEL D):

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

COMMENCE AT A 6” X 6” CONCRETE MONUMENT INSCRIBED 8, 9, 16 & 17 MARKING THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE RUN NORTH 89°24'15" WEST, ALONG THE SOUTH LINE OF SECTION 8, A DISTANCE OF 2649.34 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°31'36" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 50.00 FEET FOR A POINT OF BEGINNING; SAID POINT LYING ON THE NORTH EXISTING RIGHT OF WAY OF STATE ROAD 470; THENCE RUN NORTH 89°23'48” WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2315.46 FEET; THENCE RUN NORTH 84°15'10” WEST, ALONG SAID NORTH EXISTING RIGHT OF WAY LINE, A DISTANCE OF 213.34 FEET; THENCE DEPARTING SAID NORTH EXISTING RIGHT OF WAY LINE, RUN NORTH 42°26'19” WEST, A DISTANCE OF 152.54 FEET; THENCE RUN SOUTH 89°23'48” EAST, A DISTANCE OF 232.57 FEET; THENCE RUN NORTH 00°32'45” EAST, A DISTANCE OF 36.20 FEET; THENCE RUN SOUTH 90°00'00” EAST, A DISTANCE OF 2399.39 FEET TO THE AFOREMENTIONED EAST LINE; THENCE CONTINUE SOUTH 90°00'00” EAST, A DISTANCE OF 134.25 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 105.00 FEET AND A CENTRAL ANGLE OF 90°35'45"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 166.03 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 00°35'45” WEST, A DISTANCE OF 88.47 FEET TO THE AFOREMENTIONED NORTH EXISTING RIGHT OF WAY LINE; THENCE RUN NORTH 89°24'15” WEST, ALONG SAID NORTH EXISTING RIGHT OF WAY LINE, A DISTANCE OF 240.10 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (PARCEL E)

THAT PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE NE CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, RUN THENCE SOUTH 0°18' WEST ALONG THE SECTION LINE FOR 535 FEET TO THE POINT OF BEGINNING, CONTINUE THENCE SOUTH 0°18' WEST ALONG SAID SECTION LINE FOR

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – FIFTH AMENDMENT

AREA “A” 1,400.7 ACRES+/-

274.12 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 470; RUN THENCE NORTHERLY AND WESTERLY ALONG RIGHT-OF-WAY OF STATE ROAD NO. 470 TO A POINT THAT IS NORTH 89°42' WEST OF THE POINT OF BEGINNING, THENCE SOUTH 89°42' EAST FOR 121.2 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (PARCEL F (INGRESS/EGRESS/UTILITIES EASEMENT)):

A PORTION OF SECTIONS 9 AND 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 16; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 1325.07 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16 AND A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING NORTH LINE, RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°48'18" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 599.91 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 2025.07 FEET OF THE NORTH 1/2 OF SAID SECTION 16; 2) THENCE DEPARTING SAID EAST LINE, RUN SOUTH 88°56'30" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2391.25 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°49'33" EAST, A DISTANCE OF 666.86 FEET TO A POINT OF CURVATURE OF A 385.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00" AN ARC DISTANCE OF 235.18 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 35°49'33" EAST, A DISTANCE OF 754.13 FEET TO A POINT ON THE AFORESAID BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 362; THENCE RUN SOUTH 74°45'27" EAST, ALONG SAID BOUNDARY, A DISTANCE OF 213.64 FEET; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 35°49'33" WEST, A DISTANCE OF 829.24 FEET TO A POINT OF CURVATURE OF A 185.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00" AN ARC DISTANCE OF 113.01 FEET TO A POINT OF TANGENCY, SAID POINT BEING A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF THE EAST 60 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE RUN SOUTH 00°49'33" WEST, ALONG SAID WEST LINE, A DISTANCE OF 667.67 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 AND A POINT ON THE NORTH LINE OF THE SOUTH 2025.07 FEET OF THE NORTH 1/2 OF SAID

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – FIFTH AMENDMENT

AREA “A” 1,400.7 ACRES+/-

SECTION 16; THENCE DEPARTING SAID WEST LINE, RUN NORTH 88°56'30" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (PARCEL G):

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, THENCE N00°55'51" WEST ALONG THE WEST BOUNDARY LINE OF SAID SECTION 7, 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD #470; THENCE N89°02'38" EAST ALONG SAID RIGHT-OF-WAY LINE 1347.80 FEET TO THE POINT OF BEGINNING; THENCE N00°57'22" WEST 350.00 FEET; THENCE N89°02'38" EAST 750.00 FEET; THENCE S00°57'22" EAST 350.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD #470; THENCE S89°02'38" WEST ALONG SAID RIGHT-OF-WAY LINE 750.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (PARCEL H):

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1093, PAGE 476, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID LANDS LYING WITHIN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 17; THENCE RUN SOUTH 89°24'17" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 128.15 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°35'43" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601) AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 89°24'17" EAST, A DISTANCE OF 1371.42 FEET TO A POINT OF CURVATURE OF A 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°30'54" EAST AND A CHORD LENGTH OF 376.62 FEET; 2) THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°46'47", AN ARC DISTANCE OF 378.50 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN SOUTH 02°05'38" EAST, A DISTANCE OF 424.83 FEET; THENCE RUN NORTH 79°06'44" WEST,

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THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – FIFTH AMENDMENT

AREA "A" 1,400.7 ACRES+/-

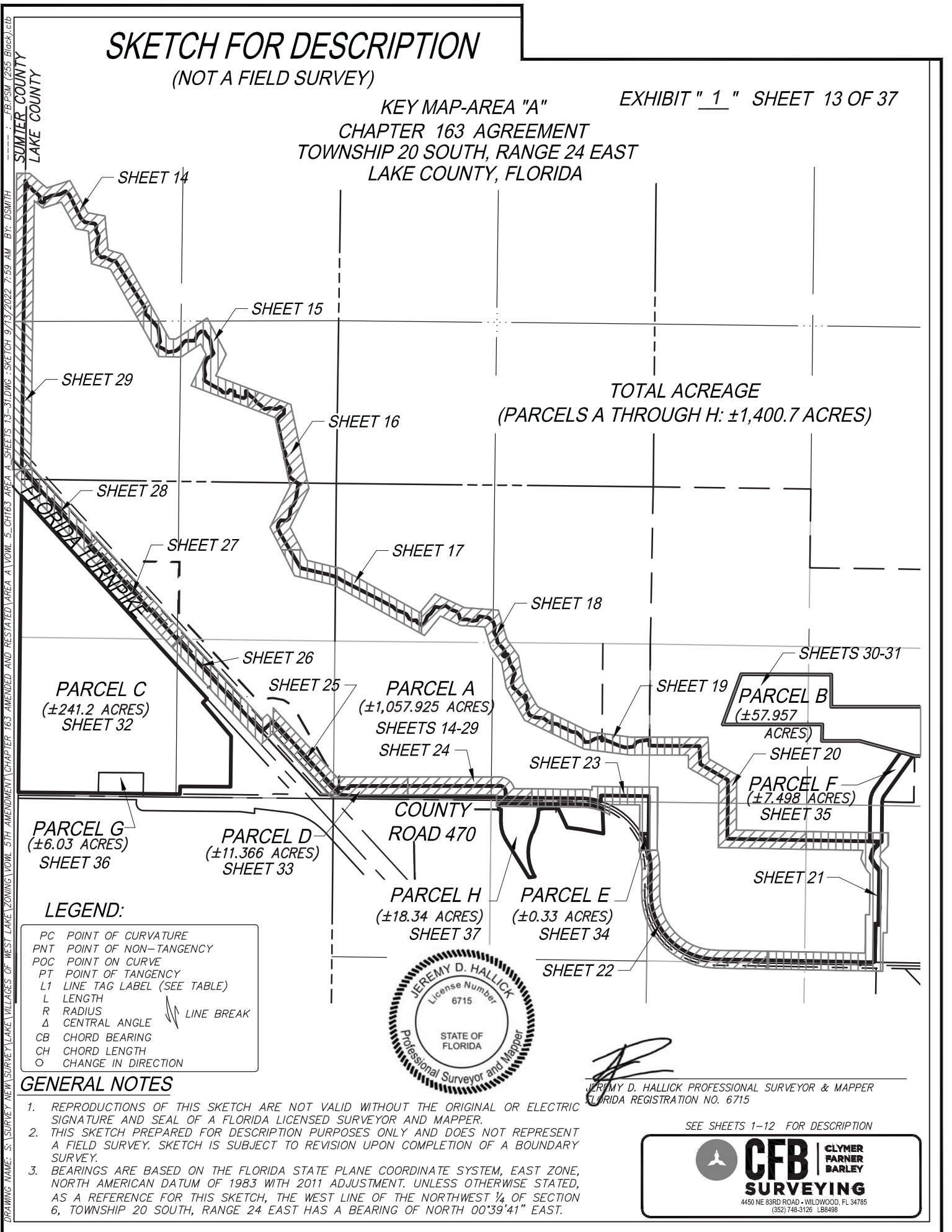
A DISTANCE OF 375.69 FEET; THENCE RUN NORTH 82°34'21" WEST, A DISTANCE OF 241.03 FEET; THENCE RUN NORTH 25°13'16" WEST, A DISTANCE OF 353.53 FEET; THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 251.69 FEET; THENCE RUN SOUTH 76°06'40" WEST, A DISTANCE OF 83.70 FEET TO A POINT ON A 910.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE WEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13°28'14" WEST AND A CHORD LENGTH OF 391.61 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°51'03", AN ARC DISTANCE OF 394.69 FEET TO A POINT OF REVERSE CURVATURE OF A 790.00 FOOT RADIUS CURVE CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02°23'07" EAST AND A CHORD LENGTH OF 748.60 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°33'45", AN ARC DISTANCE OF 779.89 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 82°39'55" WEST, A DISTANCE OF 99.56 FEET; THENCE RUN NORTH 31°31'47" WEST, A DISTANCE OF 693.99 FEET; THENCE RUN NORTH 32°11'10" WEST, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4895, PAGE 332, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND A POINT OF CURVATURE OF A 525.00 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°52'16" WEST AND A CHORD LENGTH OF 294.96 FEET; THENCE ALONG THE EAST LINE OF SAID LANDS THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°37'48", AN ARC DISTANCE OF 298.99 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 00°26'37" EAST, A DISTANCE OF 226.37 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING EAST LINE OF SAID LANDS, RUN NORTH 89°23'51" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 39.47 FEET TO A POINT ALONG THE RIGHT-OF-WAY TO LAKE COUNTY PER OFFICIAL RECORDS BOOK 3316, PAGE 54, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING NORTH LINE OF SAID LANDS, RUN NORTH 00°35'43" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

KEY MAP-AREA "A"
CHAPTER 163 AGREEMENT
TOWNSHIP 20 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA

EXHIBIT "1" SHEET 13 OF 37



TOTAL ACREAGE
(PARCELS A THROUGH H: $\pm 1,400.7$ ACRES)

PARCEL C
(± 241.2 ACRES)
SHEET 32

PARCEL G
(± 6.03 ACRES)
SHEET 36

PARCEL D
(± 11.366 ACRES)
SHEET 33

PARCEL A
($\pm 1,057.925$ ACRES)
SHEETS 14-29
SHEET 24

PARCEL H
(± 18.34 ACRES)
SHEET 37

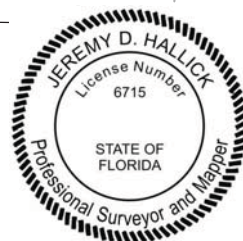
PARCEL E
(± 0.33 ACRES)
SHEET 34

PARCEL B
(± 57.957 ACRES)
SHEET 20

PARCEL F
(± 7.498 ACRES)
SHEET 35

LEGEND:

PC	POINT OF CURVATURE
PNT	POINT OF NON-TANGENCY
POC	POINT ON CURVE
PT	POINT OF TANGENCY
L1	LINE TAG LABEL (SEE TABLE)
L	LENGTH
R	RADIUS
Δ	CENTRAL ANGLE
CB	CHORD BEARING
CH	CHORD LENGTH
O	CHANGE IN DIRECTION
	LINE BREAK



GENERAL NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL OR ELECTRIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY. SKETCH IS SUBJECT TO REVISION UPON COMPLETION OF A BOUNDARY SURVEY.
3. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 WITH 2011 ADJUSTMENT. UNLESS OTHERWISE STATED, AS A REFERENCE FOR THIS SKETCH, THE WEST LINE OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST HAS A BEARING OF NORTH $00^{\circ}39'41''$ EAST.

JEREMY D. HALLICK PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6715

SEE SHEETS 1-12 FOR DESCRIPTION



CFB
SURVEYING
CLYMER
FARNER
BARLEY

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

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 14 OF 37

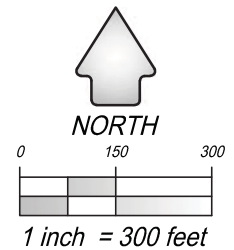
NORTHWEST ¼ OF
SECTION 6, TOWNSHIP 20
SOUTH, RANGE 24 EAST

LINE TABLE		
LINE	BEARING	LENGTH
L1	S30°29'04"E	19.79'
L2	S20°37'14"E	84.19'
L3	S76°53'11"E	47.78'
L4	S36°10'15"E	68.70'
L5	S53°58'30"E	83.28'
L6	S44°52'44"E	70.96'
L7	S3°00'03"W	85.15'
L8	S64°52'10"E	45.25'
L9	S88°04'24"E	34.38'
L10	N9°21'14"E	78.78'
L11	S88°37'45"E	36.40'
L12	N61°16'45"E	78.67'
L13	N79°11'16"E	87.21'
L14	N82°04'48"E	69.61'
L15	N60°17'41"E	102.77'
L16	S46°03'35"E	89.04'

LINE TABLE		
LINE	BEARING	LENGTH
L17	S46°18'25"E	100.01'
L18	S80°46'10"E	82.69'
L19	S82°49'12"E	85.20'
L20	S39°42'02"E	45.75'
L21	S14°23'50"W	70.58'
L22	S29°58'34"E	76.07'
L23	S23°08'46"E	39.04'
L24	S11°00'19"W	95.71'
L25	S9°22'14"W	123.51'
L26	S9°41'56"E	80.26'
L27	S43°34'44"E	98.73'
L28	N76°35'25"E	50.82'
L29	S62°33'16"E	86.58'
L30	S64°36'42"E	71.30'
L31	N76°42'30"E	44.48'

PARCEL A
(±1,057.925 ACRES)

NORTHWEST ¼ OF
SECTION 6, TOWNSHIP 20
SOUTH, RANGE 24 EAST



POINT OF BEGINNING
WEST ¼ CORNER OF
SECTION 6, TOWNSHIP 20
SOUTH, RANGE 24 EAST

MATCH LINE - SEE SHEET 29

MATCH LINE -
SEE SHEET 15

SEE SHEETS 1-12 FOR DESCRIPTION
SEE SHEET 13 FOR KEY MAP AND LEGEND



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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 15 OF 37

NORTHWEST ¼ OF
SECTION 6, TOWNSHIP 20
SOUTH, RANGE 24 EAST

NORTHEAST ¼ OF
SECTION 6, TOWNSHIP 20
SOUTH, RANGE 24 EAST

MATCH LINE -
SEE SHEET 14

LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L54	S41°13'52"W	71.83'	L65	N35°54'34"E	63.23'
L55	S67°32'49"W	60.90'	L66	S74°27'55"E	81.89'
L56	S22°37'04"W	125.78'	L67	S4°00'12"E	73.97'
L57	S5°54'07"W	58.17'	L68	S80°14'56"E	67.06'
L58	S9°17'29"E	113.07'	L69	S62°54'57"E	47.02'
L59	S17°42'35"W	84.59'	L70	S80°58'05"E	47.16'
L60	S54°18'47"E	86.37'	L71	N50°24'47"E	52.77'
L61	S59°31'01"E	114.87'	L72	N16°30'08"W	34.10'
L62	S62°38'05"E	134.39'	L73	N0°36'32"W	52.85'
L63	S39°09'25"E	51.70'	L74	S40°59'45"E	106.23'
L64	S80°59'23"E	80.02'	L75	S55°44'00"E	86.62'

PARCEL A
(±1,057.925 ACRES)

SOUTHWEST ¼ OF
SECTION 6, TOWNSHIP 20
SOUTH, RANGE 24 EAST

SOUTHEAST ¼ OF
SECTION 6, TOWNSHIP 20
SOUTH, RANGE 24 EAST

LINE TABLE		
LINE	BEARING	LENGTH
L32	S7°10'01"W	91.08'
L33	S61°21'16"E	47.28'
L34	S40°28'15"E	120.86'
L35	S44°33'11"E	69.24'
L36	S37°26'37"E	89.41'
L37	S7°06'18"E	113.64'
L38	S9°52'34"E	113.85'
L39	S35°28'16"W	89.69'
L40	S64°22'33"E	118.81'
L41	S52°22'56"E	90.58'
L42	N79°20'02"E	136.10'

LINE TABLE		
LINE	BEARING	LENGTH
L43	N52°22'55"E	86.83'
L44	N36°24'30"E	105.87'
L45	N48°55'55"E	45.49'
L46	S89°56'18"E	151.08'
L47	N24°38'40"E	110.35'
L48	N46°09'26"E	81.02'
L49	S86°18'52"E	62.24'
L50	S27°38'50"E	68.64'
L51	S41°23'00"E	95.74'
L52	S9°19'22"E	161.00'
L53	S22°58'56"E	78.10'



0 150 300
1 inch = 300 feet

SEE SHEETS 1-12 FOR DESCRIPTION
SEE SHEET 13 FOR KEY MAP AND LEGEND



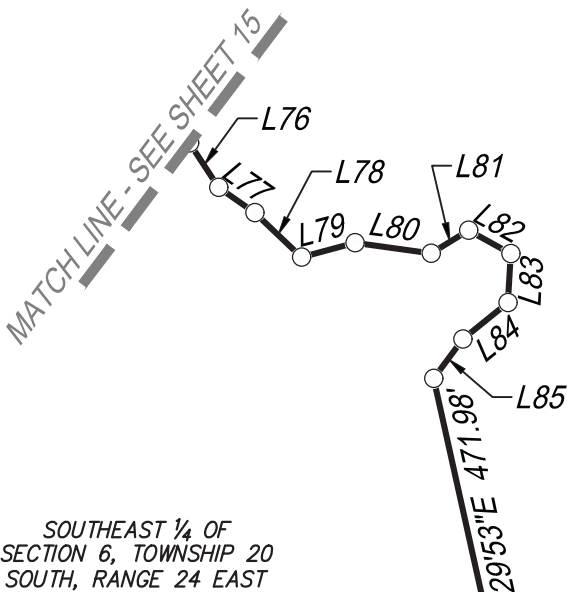
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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 16 OF 37



LINE TABLE		
LINE	BEARING	LENGTH
L76	S33°10'27"E	83.20'
L77	S55°17'24"E	68.84'
L78	S46°21'25"E	101.01'
L79	N74°50'26"E	86.17'
L80	S82°04'41"E	120.38'
L81	N58°22'49"E	68.80'
L82	S60°56'38"E	75.22'
L83	S3°14'40"W	76.66'
L84	S50°59'10"W	90.51'
L85	S36°37'10"W	76.43'
L86	S24°47'34"E	104.62'
L87	S12°21'53"W	65.63'

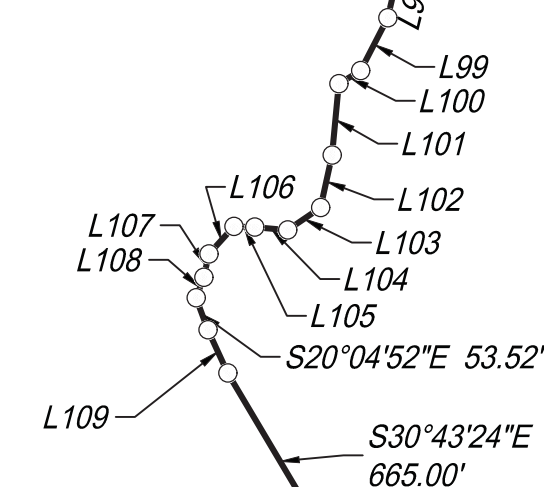
LINE TABLE		
LINE	BEARING	LENGTH
L88	S18°03'40"E	67.17'
L89	S25°58'11"E	64.57'
L90	S27°55'06"E	100.44'
L91	S35°22'32"W	59.70'
L92	S13°35'06"E	68.53'
L93	S51°53'59"E	156.93'
L94	S66°50'45"E	64.60'
L95	S48°38'48"W	54.10'
L96	S8°34'50"W	80.78'
L97	S8°53'51"W	102.76'
L98	S13°03'25"W	64.08'
L99	S27°21'03"W	92.67'

LINE TABLE		
LINE	BEARING	LENGTH
L100	S58°32'05"W	39.73'
L101	S5°28'43"W	111.73'
L102	S12°31'44"W	83.93'
L103	S55°17'54"W	62.16'
L104	N84°37'02"W	51.91'
L105	N88°34'03"W	32.60'
L106	S42°06'52"W	58.01'
L107	S12°33'12"W	37.53'
L108	S20°36'57"W	33.88'
L109	S24°42'25"E	74.30'

NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST

PARCEL A
(±1,057.925 ACRES)

NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST



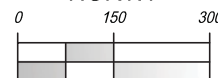
SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 24 EAST

NORTHEAST CORNER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST

NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST



NORTH



1 inch = 300 feet

SEE SHEETS 1-12 FOR DESCRIPTION
SEE SHEET 13 FOR KEY MAP AND LEGEND



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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 17 OF 37

LINE TABLE		
LINE	BEARING	LENGTH
L110	S71°58'41"E	165.94'
L111	S54°48'46"E	79.68'
L112	S62°41'15"E	108.65'
L113	S60°27'48"E	87.14'
L114	S64°03'50"E	106.68'
L115	S43°54'25"E	79.20'
L116	S72°01'07"E	124.60'

LINE TABLE		
LINE	BEARING	LENGTH
L117	S60°09'14"E	62.29'
L118	S31°27'02"E	86.64'
L119	S63°57'31"E	63.36'
L120	N89°40'02"E	61.47'
L121	S25°03'35"E	41.98'
L122	S58°26'41"E	77.10'

MATCH LINE - SEE SHEET 16

S30°43'24"E
665.00'

S76°34'14"E 477.21'

L110

L111

L112

S62°55'30"E 667.14'

L113

L114

L116

L117

L118

L119

L120

L121

L122

NORTHEAST ¼ OF
SECTION 7, TOWNSHIP 20
SOUTH, RANGE 24 EAST

NORTHWEST ¼ OF
SECTION 8, TOWNSHIP 20
SOUTH, RANGE 24 EAST

PARCEL A
(±1,057.925 ACRES)

EAST ¼ CORNER OF SECTION 7,
TOWNSHIP 20 SOUTH, RANGE 24 EAST

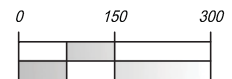
MATCH LINE - SEE SHEET 18

SOUTHEAST ¼ OF
SECTION 7, TOWNSHIP 20
SOUTH, RANGE 24 EAST

SOUTHWEST ¼ OF
SECTION 8, TOWNSHIP 20
SOUTH, RANGE 24 EAST



NORTH



1 inch = 300 feet

SEE SHEETS 1-12 FOR DESCRIPTION
SEE SHEET 13 FOR KEY MAP AND LEGEND



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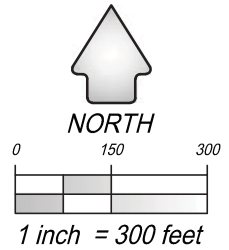
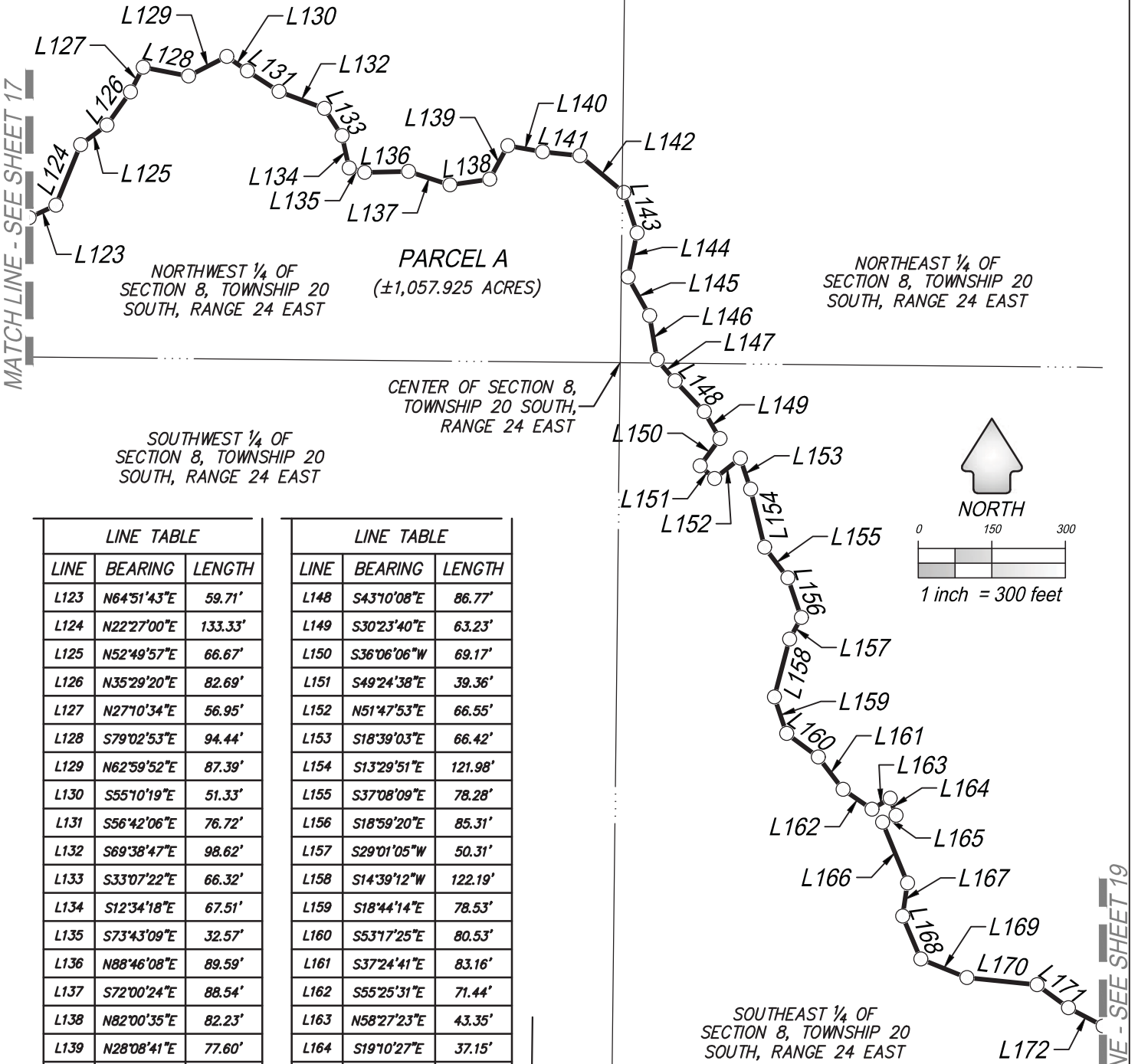
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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 18 OF 37



LINE TABLE		
LINE	BEARING	LENGTH
L123	N64°51'43"E	59.71'
L124	N22°27'00"E	133.33'
L125	N52°49'57"E	66.67'
L126	N35°29'20"E	82.69'
L127	N27°10'34"E	56.95'
L128	S79°02'53"E	94.44'
L129	N62°59'52"E	87.39'
L130	S55°10'19"E	51.33'
L131	S56°42'06"E	76.72'
L132	S69°38'47"E	98.62'
L133	S33°07'22"E	66.32'
L134	S12°34'18"E	67.51'
L135	S73°43'09"E	32.57'
L136	N88°46'08"E	89.59'
L137	S72°00'24"E	88.54'
L138	N82°00'35"E	82.23'
L139	N28°08'41"E	77.60'
L140	S79°52'28"E	72.13'
L141	S84°08'18"E	76.52'
L142	S50°04'27"E	116.72'
L143	S18°05'38"E	86.72'
L144	S11°26'26"W	91.89'
L145	S29°04'26"E	89.79'
L146	S9°58'55"E	91.28'
L147	S40°14'22"E	56.45'

LINE TABLE		
LINE	BEARING	LENGTH
L148	S43°10'08"E	86.77'
L149	S30°23'40"E	63.23'
L150	S36°06'06"W	69.17'
L151	S49°24'38"E	39.36'
L152	N51°47'53"E	66.55'
L153	S18°39'03"E	66.42'
L154	S13°29'51"E	121.98'
L155	S37°08'09"E	78.28'
L156	S18°59'20"E	85.31'
L157	S29°01'05"W	50.31'
L158	S14°39'12"W	122.19'
L159	S18°44'14"E	78.53'
L160	S53°17'25"E	80.53'
L161	S37°24'41"E	83.16'
L162	S55°25'31"E	71.44'
L163	N58°27'23"E	43.35'
L164	S19°10'27"E	37.15'
L165	S63°34'27"W	31.07'
L166	S22°20'25"E	134.31'
L167	S8°26'23"W	67.96'
L168	S22°50'36"E	95.16'
L169	S68°08'39"E	101.39'
L170	S84°06'33"E	143.78'
L171	S53°36'32"E	79.23'
L172	S62°30'27"E	79.89'

SEE SHEETS 1-12 FOR DESCRIPTION
SEE SHEET 13 FOR KEY MAP AND LEGEND

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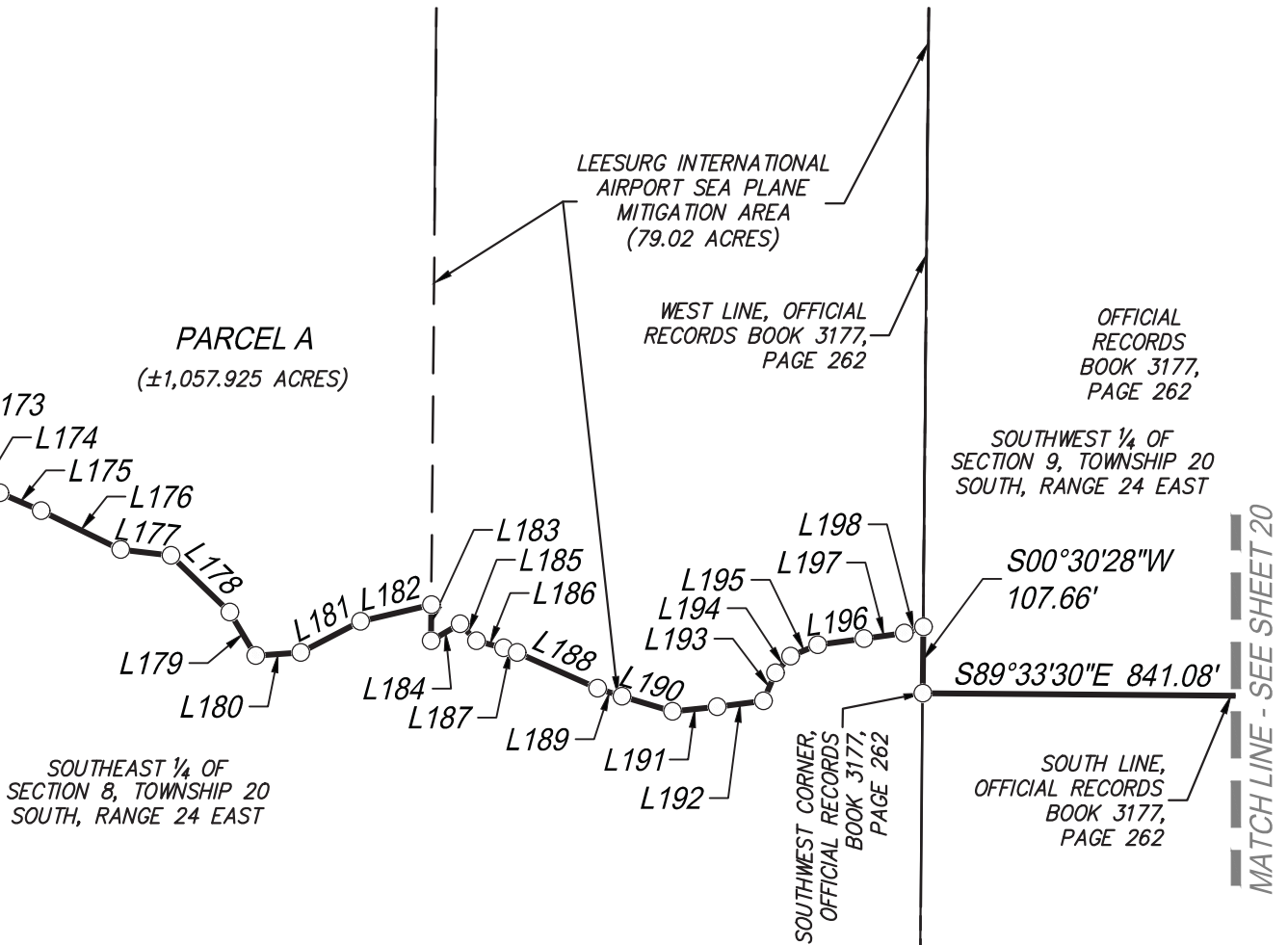
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EXHIBIT " 1 " SHEET 19 OF 37

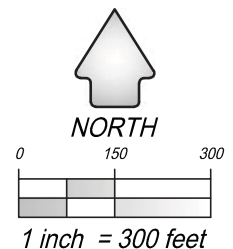
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LINE TABLE		
LINE	BEARING	LENGTH
L173	S80°26'17"E	103.16'
L174	S50°11'10"E	58.15'
L175	S66°52'59"E	72.77'
L176	S63°53'24"E	143.33'
L177	S83°14'16"E	82.39'
L178	S46°01'21"E	132.57'
L179	S30°59'41"E	81.79'
L180	N86°11'27"E	73.17'
L181	N62°36'40"E	109.25'
L182	N76°42'21"E	117.81'

LINE TABLE		
LINE	BEARING	LENGTH
L183	S0°30'28"W	58.37'
L184	N59°53'32"E	54.81'
L185	S43°52'35"E	38.23'
L186	S75°34'26"E	45.20'
L187	S70°37'50"E	23.34'
L188	S65°59'05"E	142.77'
L189	S71°48'27"E	41.59'
L190	S73°29'01"E	85.77'
L191	N83°59'28"E	72.88'
L192	N82°39'04"E	75.52'

LINE TABLE		
LINE	BEARING	LENGTH
L193	N22°53'15"E	49.24'
L194	N42°47'28"E	36.32'
L195	N66°51'09"E	48.16'
L196	N82°25'46"E	75.22'
L197	N82°09'15"E	66.23'
L198	N72°05'31"E	32.56'



SEE SHEETS 1-12 FOR DESCRIPTION
SEE SHEET 13 FOR KEY MAP AND LEGEND

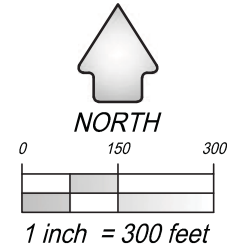


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EXHIBIT " 1 " SHEET 20 OF 37



S89°33'30"E
841.08'

MATCH LINE -
SEE SHEET 19

S02°20'16"E 303.39'

WEST LINE, OFFICIAL
RECORDS BOOK 3177,
PAGE 262

OFFICIAL RECORDS
BOOK 3177,
PAGE 262

S60°11'33"E 535.18'

SOUTHWEST ¼ OF
SECTION 9, TOWNSHIP 20
SOUTH, RANGE 24 EAST

S00°10'55"W 387.25'

WEST LINE, OFFICIAL
RECORDS BOOK 3177,
PAGE 262

SOUTH ¼ CORNER OF
SECTION 9, TOWNSHIP 20
SOUTH, RANGE 24 EAST

NORTHEAST CORNER OF THE
NORTHWEST ¼ OF THE NORTHWEST
¼ OF SECTION 16

S00°48'18"W 599.91'

OFFICIAL RECORDS
BOOK 3177,
PAGE 262

NORTHWEST ¼ OF
SECTION 16, TOWNSHIP 20
SOUTH, RANGE 24 EAST

PARCEL A
(±1,057.925 ACRES)

S88°56'30"E 2556.25'
SOUTH LINE, OFFICIAL
RECORDS BOOK 3177,
PAGE 262

MATCH LINE -
SEE SHEET 21

SOUTHEAST ¼ OF SECTION 9,
TOWNSHIP 20 SOUTH, RANGE 24 EAST

NORTHEAST ¼ OF
SECTION 16, TOWNSHIP 20
SOUTH, RANGE 24 EAST

SEE SHEETS 1-12 FOR DESCRIPTION
SEE SHEET 13 FOR KEY MAP AND LEGEND



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SKETCH FOR DESCRIPTION

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EXHIBIT " 1 " SHEET 21 OF 37

NORTHEAST 1/4 OF
SECTION 16, TOWNSHIP 20
SOUTH, RANGE 24 EAST

MATCH LINE -
SEE SHEET 20

PARCEL F
SEE
SHEET 35

S88°56'30"E 2556.25'

S00°49'33"W 5.52'

S43°39'58"W 170.17'

S13°50'45"W 147.54'

SOUTH LINE, OFFICIAL RECORDS
BOOK 3177, PAGE 262

S26°56'42"E 135.90'

S41°29'44"E 127.17'



NORTH



1 inch = 300 feet

WEST LINE, OFFICIAL
RECORDS BOOK 3177,
PAGE 262

PARCEL A
(±1,057.925 ACRES)

NORTHWEST 1/4 OF
SECTION 16, TOWNSHIP 20
SOUTH, RANGE 24 EAST

NORTHEAST 1/4 OF
SECTION 16, TOWNSHIP 20
SOUTH, RANGE 24 EAST

LANDS DESCRIBED IN
OFFICIAL RECORDS
BOOK 3177,
PAGE 262

N88°56'27"W 65.00'

WEST LINE OF THE NORTHEAST 1/4 OF
SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST

SOUTH LINE OF THE
NORTHWEST 1/4 OF
SECTION 16, TOWNSHIP
20 SOUTH, RANGE 24 EAST

MATCH LINE -
SEE SHEET 22

CENTER OF
SECTION 16, TOWNSHIP
20 SOUTH, RANGE 24 EAST

SOUTH LINE OF THE
NORTHEAST 1/4 OF
SECTION 16, TOWNSHIP
20 SOUTH, RANGE 24 EAST

NORTH RIGHT-OF-WAY LINE,
COUNTY ROAD NO. 470

N88°56'30"W 2673.97'

COUNTY ROAD NO. 470

(A 100' WIDE RIGHT-OF-WAY PER
FLORIDA DEPARTMENT OF TRANSPORTATION
RIGHT-OF-WAY MAP, SECTION 11670-2601)

SOUTH RIGHT-OF-WAY LINE,
COUNTY ROAD NO. 470

SOUTHWEST 1/4 OF
SECTION 16, TOWNSHIP 20
SOUTH, RANGE 24 EAST

SOUTHEAST 1/4 OF
SECTION 16, TOWNSHIP 20
SOUTH, RANGE 24 EAST

SEE SHEETS 1-12 FOR DESCRIPTION
SEE SHEET 13 FOR KEY MAP AND LEGEND



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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 22 OF 37

MATCH LINE -
SEE SHEET 23

PNT

$L=347.11'$
 $R=1196.40'$
 $\Delta=16^{\circ}37'23''$
 $CB=N7^{\circ}31'50''W$
 $CH=345.89'$

50' 50'
PC

NORTHEAST 1/4 OF
SECTION 17, TOWNSHIP 20
SOUTH, RANGE 24 EAST

$N00^{\circ}46'52''E$ 378.96'
PT

NORTHEAST RIGHT-OF-WAY
LINE, COUNTY ROAD NO. 470

PARCEL A
($\pm 1,057.925$ ACRES)

NORTHWEST 1/4 OF
SECTION 16, TOWNSHIP 20
SOUTH, RANGE 24 EAST

$L=1716.01'$
 $R=1095.82'$
 $\Delta=89^{\circ}43'22''$
 $CB=N44^{\circ}04'49''W$
 $CH=1545.97'$

SOUTHWEST RIGHT-OF-WAY
LINE, COUNTY ROAD NO. 470

WEST 1/4 CORNER OF
SECTION 16, TOWNSHIP
20 SOUTH, RANGE 24 EAST

SOUTH LINE OF THE
NORTHWEST 1/4 OF
SECTION 16, TOWNSHIP
20 SOUTH, RANGE 24 EAST

PC

$N88^{\circ}56'30''W$ 2673.97'
COUNTY ROAD NO. 470
(A 100' WIDE RIGHT-OF-WAY PER
FLORIDA DEPARTMENT OF TRANSPORTATION
RIGHT-OF-WAY MAP, SECTION 11670-2601)

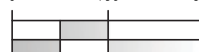
SOUTHWEST 1/4 OF
SECTION 16, TOWNSHIP 20
SOUTH, RANGE 24 EAST

MATCH LINE -
SEE SHEET 21



NORTH

0 150 300



1 inch = 300 feet

SEE SHEETS 1-12 FOR DESCRIPTION
SEE SHEET 13 FOR KEY MAP AND LEGEND



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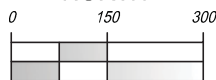
4450 NE 83RD ROAD - WILDWOOD, FL 34785
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DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE VILLAGES OF WEST LAKE\ZONING\VOIL 5TH AMENDMENT\CHAPTER 163 AMENDED AND RESTATED\WORKING\VOIL 5-CH163 AREA A-SHEETS 11-29.DWG: SKETCH 9/8/2022 12:28 PM BY: DSMITH : _FB_PSM (255 Black).ctb

(NOT A FIELD SURVEY)

DRAWING NAME: S: SURVEY NEW SURVEY LAKE VILLAGES OF WEST LAKE ZONING VOIWL 5TH AMENDMENT CHAPTER 163 AMENDED AND RESTATED AREA A VOIWL 5. CH635 AREA A SHEETS 13-31.DWG: SKETCH 9/13/2022 8:00 AM BY: DSMITH
-----: FB:PSW (255 Block).cvt

NORTH



1 inch = 300 feet

SEE SHEETS 1-12 FOR DESCRIPTION
SEE SHEET 13 FOR KEY MAP AND LEGEND



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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 24 OF 37

SOUTHWEST ¼ OF
SECTION 8, TOWNSHIP 20
SOUTH, RANGE 24 EAST

NORTH LINE OF THE
NORTHWEST ¼ OF
SECTION 17, TOWNSHIP
20 SOUTH, RANGE 24 EAST

NORTH LINE,
OFFICIAL RECORDS BOOK
3316, PAGE 50

N90°00'00"W 2533.64'

PARCEL D
SEE SHEET 33

PARCEL A
(±1,057.925 ACRES)

N00°35'45"E 88.48'

NORTH 1/4 CORNER OF SECTION
17, TOWNSHIP 20 SOUTH, RANGE 24 EAST

LIMITED ACCESS RIGHT-OF-WAY
LINE, FLORIDA TURNPIKE
(STATE ROAD NO. 91)
PER FLORIDA DEPARTMENT
OF TRANSPORTATION
RIGHT-OF-WAY MAP,
STATE PROJECT NO. 190747-2

NORTHWEST ¼ OF
SECTION 17, TOWNSHIP 20
SOUTH, RANGE 24 EAST

SOUTHEAST CORNER,
OFFICIAL RECORDS BOOK
3316, PAGE 50

SOUTHEAST ¼ OF
SECTION 8, TOWNSHIP 20
SOUTH, RANGE 24 EAST

L=166.03'

R=105.00'

Δ=90°35'45"

CB=N44°42'08"W

CH=149.26'

PT

PC

N89°24'17"W

1250.47'

COUNTY ROAD NO. 470
(A 100' WIDE RIGHT-OF-WAY
PER FLORIDA DEPARTMENT OF
TRANSPORTATION RIGHT-
OF-WAY MAP, SECTION
11670-2601)

PARCEL H
SEE SHEET 37

NORTHEAST ¼ OF
SECTION 17, TOWNSHIP 20
SOUTH, RANGE 24 EAST



NORTH



1 inch = 300 feet

SEE SHEETS 1-12 FOR DESCRIPTION
SEE SHEET 13 FOR KEY MAP AND LEGEND



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MATCH LINE - SEE SHEET 25

MATCH LINE - SEE SHEET 23

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 25 OF 37

SOUTHEAST ¼ OF
SECTION 7, TOWNSHIP 20
SOUTH, RANGE 24 EAST

SOUTHWEST ¼ OF
SECTION 8, TOWNSHIP 20
SOUTH, RANGE 24 EAST

15' INGRESS/EGRESS EASEMENT
PER OFFICIAL RECORDS BOOK
1745, PAGES 646 & 648

PARCEL A
(±1,057.925 ACRES)

20' EASEMENT PER OFFICIAL
RECORDS BOOK 4282 PAGE 86

NORTH LINE,
OFFICIAL RECORDS BOOK
3316, PAGE 50

N89°23'48"W 232.60'

N90°00'00"W 2533.64'
PARCEL D
SEE SHEET 33

COUNTY ROAD NO. 470

S00°32'45"W 36.20'

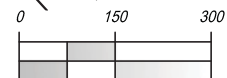
SOUTHWEST CORNER OF
SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST

NORTHEAST ¼ OF
SECTION 18, TOWNSHIP 20
SOUTH, RANGE 24 EAST

NORTHWEST ¼ OF
SECTION 17, TOWNSHIP 20
SOUTH, RANGE 24 EAST



NORTH



1 inch = 300 feet

SEE SHEETS 1-12 FOR DESCRIPTION
SEE SHEET 13 FOR KEY MAP AND LEGEND



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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 26 OF 37

NORTHWEST ¼ OF
SECTION 7, TOWNSHIP 20
SOUTH, RANGE 24 EAST

SOUTHEAST ¼ OF
SECTION 7, TOWNSHIP 20
SOUTH, RANGE 24 EAST

PARCEL A
(± 1,057.925 ACRES)

NORTHEAST CORNER,
LINE, OFFICIAL RECORDS
BOOK 4556, PAGE 1743

15' INGRESS/EGRESS EASEMENT
PER OFFICIAL RECORDS BOOK
1745, PAGES 646 & 648

MATCH LINE -
SEE SHEET 25

170' WIDE PERPETUAL FLORIDA POWER
CORPORATION EASEMENT PER CIVIL ORDER
BOOK 3, PAGE 54

LIMITED ACCESS
RIGHT-OF-WAY
LINE (TYPICAL)

S47°33'41"W 270.00'

NORTHWESTERLY
LINE, OFFICIAL RECORDS
BOOK 4556, PAGE 1743

N42°26'19"W 5966.03'

NORTHEASTERLY RIGHT-OF-WAY
LINE, FLORIDA TURNPIKE
(STATE ROAD NO. 91)

20' EASEMENT PER OFFICIAL
RECORDS BOOK 4282 PAGE 86

FLORIDA TURNPIKE

(STATE ROAD NO. 91)

(A VARIABLE WIDTH RIGHT-OF-WAY PER
FLORIDA DEPARTMENT OF TRANSPORTATION
RIGHT-OF-WAY MAP, STATE PROJECT 190747-2)

SOUTHWEST ¼ OF
SECTION 7, TOWNSHIP 20
SOUTH, RANGE 24 EAST

SOUTHWESTERLY RIGHT-OF-WAY
LINE, FLORIDA TURNPIKE
(STATE ROAD NO. 91)



0 150 300



1 inch = 300 feet

SEE SHEETS 1-12 FOR DESCRIPTION
SEE SHEET 13 FOR KEY MAP AND LEGEND

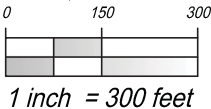
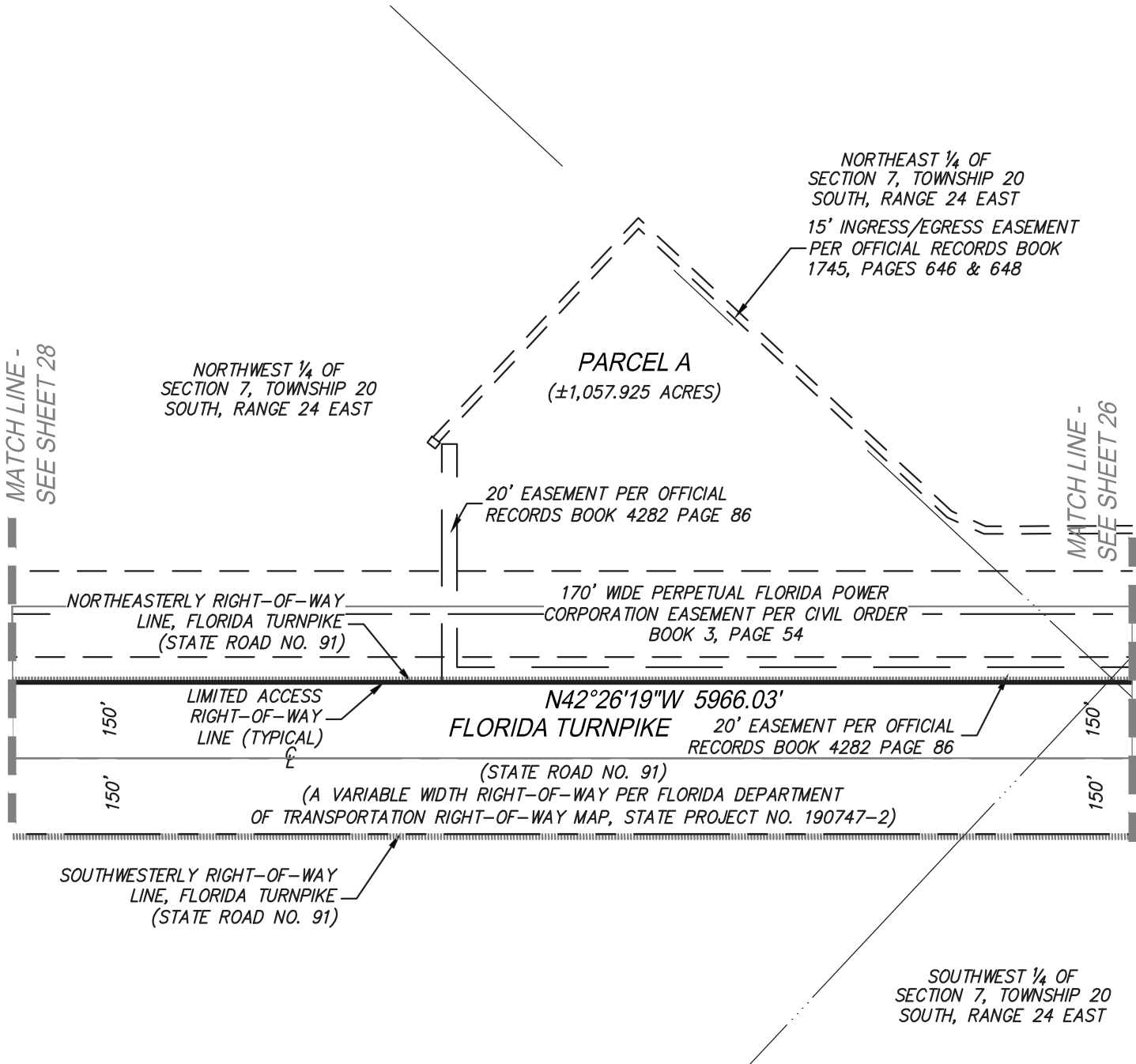


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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 27 OF 37



SEE SHEETS 1-12 FOR DESCRIPTION
SEE SHEET 13 FOR KEY MAP AND LEGEND



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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 28 OF 37

SOUTHWEST ¼ OF
SECTION 6, TOWNSHIP 20
SOUTH, RANGE 24 EAST

PARCEL A
(±1,057.925 ACRES)

NORTHWEST ¼ OF
SECTION 7, TOWNSHIP 20
SOUTH, RANGE 24 EAST

NORTHEASTERLY RIGHT-OF-WAY
LINE, FLORIDA TURNPIKE
(STATE ROAD NO. 91)

170' WIDE PERPETUAL FLORIDA POWER
CORPORATION EASEMENT PER CIVIL ORDER
BOOK 3, PAGE 54

N42°26'19"W 5966.03'

LIMITED ACCESS
RIGHT-OF-WAY
LINE (TYPICAL)

FLORIDA TURNPIKE

(STATE ROAD NO. 91)

(A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT
OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 190747-2)

SOUTHWESTERLY RIGHT-OF-WAY
LINE, FLORIDA TURNPIKE
(STATE ROAD NO. 91)

NORTHWEST ¼ OF
SECTION 7, TOWNSHIP 20
SOUTH, RANGE 24 EAST

NORTHEAST ¼ OF
SECTION 7, TOWNSHIP 20
SOUTH, RANGE 24 EAST



0 150 300



1 inch = 300 feet

SEE SHEETS 1-12 FOR DESCRIPTION
SEE SHEET 13 FOR KEY MAP AND LEGEND



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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

MATCH LINE - SEE SHEET 14

EXHIBIT " 1 " SHEET 29 OF 37

POINT OF BEGINNING
WEST 1/4 CORNER OF
SECTION 6, TOWNSHIP 20
SOUTH, RANGE 24 EAST

SUMTER COUNTY
LAKE COUNTY

SOUTHEAST 1/4 OF
SECTION 1, TOWNSHIP 20
SOUTH, RANGE 23 EAST

N00°45'14"E 2487.91'
WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 6

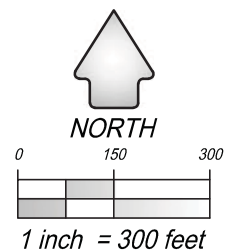
SOUTHWEST 1/4 OF
SECTION 6, TOWNSHIP 20
SOUTH, RANGE 24 EAST

PARCEL A
(±1,057.925 ACRES)

FLORIDA
TURNPIKE

MATCH LINE - SEE SHEET 28

170' WIDE PERPETUAL
FLORIDA POWER
CORPORATION EASEMENT
PER CIVIL ORDER
BOOK 3, PAGE 54



SEE SHEETS 1-12 FOR DESCRIPTION
SEE SHEET 13 FOR KEY MAP AND LEGEND



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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 30 OF 37

LANDS DESCRIBED IN OFFICIAL
RECORDS BOOK 3177, PAGE 262

S89°45'55"E 1510.88'

N20°12'05"E 896.56'

PARCEL B
(± 57.957 ACRES)

SOUTHWEST ¼ OF
SECTION 9, TOWNSHIP 20
SOUTH, RANGE 24 EAST

POINT OF BEGINNING

SOUTHEAST ¼ OF
SECTION 9, TOWNSHIP 20
SOUTH, RANGE 24 EAST

N90°00'00"W 1427.39'

LANDS DESCRIBED IN OFFICIAL
RECORDS BOOK 3177, PAGE 262

N90°00'00"W 244.47'

N01°16'27"E 278.48'

N90°00'00"W 631.59'

N00°45'24"E 1340.43'

EAST LINE OF THE
SOUTHWEST 1/4 OF
SECTION 9

POINT OF COMMENCEMENT
SOUTHWEST CORNER OF SECTION 9,
TOWNSHIP 20 SOUTH, RANGE 24 EAST

SOUTH 1/4 CORNER OF
SECTION 9

S89°11'07"E 2650.14'

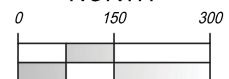
SOUTH LINE OF THE
SOUTHWEST 1/4 OF
SECTION 9

S00°00'00"E 538.26'

MATCH LINE - SEE SHEET 31



NORTH



1 inch = 300 feet

SEE SHEETS 1-12 FOR DESCRIPTION
SEE SHEET 13 FOR KEY MAP AND LEGEND



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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT 1 SHEET 31 OF 37

MATCH LINE - SEE SHEET 30

LANDS DESCRIBED IN OFFICIAL
RECORDS BOOK 3177, PAGE 262

N90°00'00"E 1602.12'

EAST LINE, PARCEL 2 AS
DESCRIBED IN OFFICIAL
RECORDS BOOK 2070, PAGE 2098

PARCEL B
(± 57.957 ACRES)

SOUTHEAST ¼ OF
SECTION 9, TOWNSHIP 20
SOUTH, RANGE 24 EAST

OFFICIAL RECORDS
BOOK 3509 PAGE 1088

S00°36'49"W 831.10'

N74°45'27"W 957.72'

LANDS DESCRIBED IN OFFICIAL
RECORDS BOOK 3177, PAGE 262

PARCEL F
SEE
SHEET 35

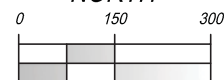
EAST LINE, PARCEL 2 AS
DESCRIBED IN OFFICIAL
RECORDS BOOK 2070, PAGE 2098

N88°50'30"W 192.44'

OFFICIAL RECORDS
BOOK 1389, PAGE 362



NORTH



1 inch = 300 feet

SEE SHEETS 1-12 FOR DESCRIPTION
SEE SHEET 13 FOR KEY MAP AND LEGEND



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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

NORTH LINE OF THE NORTHWEST 1/4
OF SECTION 7, TOWNSHIP 20 SOUTH,
RANGE 24 EAST

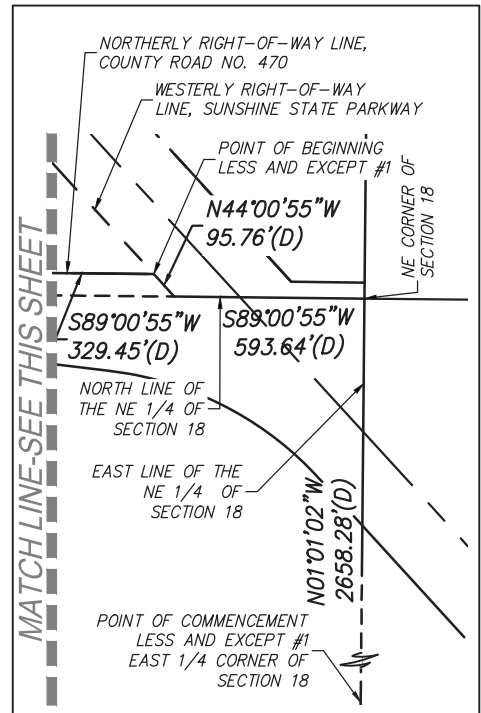
LEGEND:

- LINE BREAK
- L1 LINE TAG LABEL (SEE TABLE)
CHANGE IN DIRECTION
- (D) DEED MEASUREMENT
- ℄ CENTERLINE



0 300 600
1 inch = 600 feet

EXHIBIT " 1 " SHEET 32 OF 37



LINE TABLE

- L1: S00°35'13"W 130.00'
N00°59'05"W 130.00'(D)
- L2: N89°24'47"W 65.18'
- L3: N89°23'45"W 551.82'
- L4: N00°36'15"E 350.00'
S00°57'22"E 350.00'(D)

PARCEL C
LAKE COUNTY ALTERNATE
KEY # 3842317
(±241.2 ACRES)

S47°33'41"W 100.00'
N45°59'05"E 100.00'(D)

NORTH LINE OF THE SOUTHWEST 1/4
OF SECTION 7, TOWNSHIP 20 SOUTH,
RANGE 24 EAST

S40°22'13"E 738.95'
N41°56'49"W 738.95'(D)

WEST BOUNDARY OF SECTION 7

N89°23'45"W 750.00'
N89°02'38"E 750.00'(D)

S00°36'15"W 350.00'
N00°57'22"W 350.00'(D)

N89°02'38"E 1347.80'(D)
N89°23'45"W 1347.80'

LESS AND
EXCEPT #2
S89°02'38"W
750.00'(D)

N89°00'55"E 850.00'(D)
N89°24'47"W 850.00'

N00°59'05"W
850.00'(D)

S00°35'33"W
850.00'

LESS AND
EXCEPT #1
S80°29'04"W
134.83'(D)

S89°00'55"W 1456.67'(D)

N00°36'58"E 50.00'
N00°55'51"W 50.00'(D)

COUNTY ROAD 470

(RIGHT-OF-WAY PER FLORIDA DEPARTMENT
OF TRANSPORTATION
RIGHT-OF-WAY MAP,
STATE PROJECT #190747-2)
(FORMERLY STATE ROAD NO. 470)

NORTHERLY
RIGHT-OF-WAY LINE,
COUNTY ROAD NO. 470

POINT OF COMMENCEMENT
LESS AND EXCEPT #2
SOUTHWEST CORNER OF SECTION 7

SEE SHEETS 1-12 FOR DESCRIPTION
SEE SHEET 13 FOR KEY MAP AND LEGEND

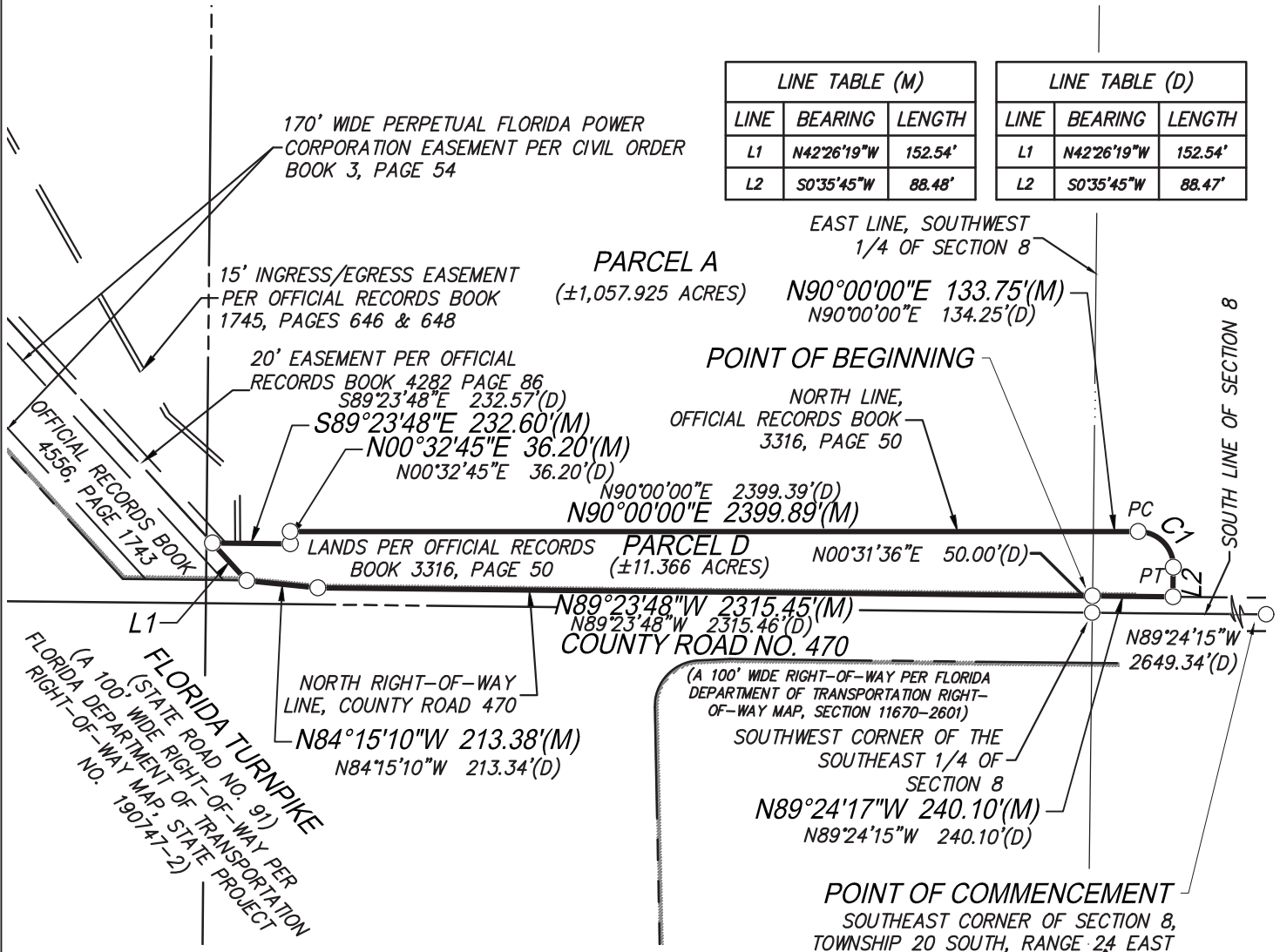


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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 33 OF 37



LINE TABLE (M)		
LINE	BEARING	LENGTH
L1	N42°26'19"W	152.54'
L2	S0°35'45"W	88.48'

LINE TABLE (D)		
LINE	BEARING	LENGTH
L1	N42°26'19"W	152.54'
L2	S0°35'45"W	88.47'

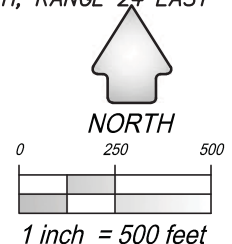
CURVE TABLE (M)					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	166.03'	105.00	090°35'45"	149.26'	S44°42'08"E

CURVE TABLE (D)					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	166.03'	105.00	090°35'45"	149.26'	S44°42'07"E

LEGEND:

- LINE BREAK
- (M) FIELD MEASUREMENT
- (D) DEED MEASUREMENT
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- R/W RIGHT OF WAY
- ORB OFFICIAL RECORDS BOOK
- PG PAGE
- L1 LINE TAG LABEL (SEE TABLE)
- C1 CURVE TAG LABEL (SEE TABLE)
- CHANGE IN DIRECTION

SEE SHEETS 1-12 FOR DESCRIPTION
SEE SHEET 13 FOR KEY MAP AND LEGEND



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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 34 OF 37

POINT OF COMMENCEMENT
NORTHEAST CORNER OF SECTION 17,
TOWNSHIP 20 SOUTH, RANGE 24 EAST

NORTHEASTERLY RIGHT-OF-WAY
LINE, COUNTY ROAD NO. 470

POINT THAT IS NORTH 89°42' WEST OF
THE POINT OF BEGINNING

ALTERNATE KEY NUMBER 1088011
OFFICIAL RECORDS BOOK 4496, PAGE 70

POINT OF BEGINNING

S89°42'E 121.2'(D)
S89°13'08"E 120.19'(C)

PARCEL E

PARCEL #

17-20-24-000100000600

ALTERNATE KEY
NUMBER 1383412
(±0.33 ACRES)

SOUTHWESTERLY RIGHT-OF-WAY
LINE, COUNTY ROAD NO. 470

(A 100' PUBLIC
RIGHT-OF-WAY MAP,
SECTION 11670-2601)
FORMERLY STATE
COUNTY ROAD NO. 470
CH=298.07'
CB=N22°59'58"W
L=298.85'
R=1196.28'
Δ=14°18'48"

NORTHERLY & WESTERLY (D)

SECTION 17
SECTION 16
S00°46'52"W 272.76'(C)
S01°18'W 274.12'(D)

EAST LINE, OF THE NORTHEAST 1/4 OF
SECTION 17, TOWNSHIP 20 SOUTH,
RANGE 24 EAST

ALTERNATE KEY NUMBER 1044146
OFFICIAL RECORDS BOOK 2073, PAGE 491

PARCEL A

LEGEND:

- LINE BREAK
- (D) DEED MEASUREMENT
- (C) CALCULATED MEASUREMENT
- PRC POINT OF REVERSE CURVATURE
- PT POINT OF TANGENCY
- R/W RIGHT OF WAY
- ORB OFFICIAL RECORDS BOOK
- PG PAGE
- L LENGTH
- R RADIUS
- Δ CENTRAL ANGLE (DELTA)
- CB CHORD BEARING
- CH CHORD LENGTH
- L1 LINE TAG LABEL (SEE TABLE)
- C1 CURVE TAG LABEL (SEE TABLE)
- CHANGE IN DIRECTION



0 25 50
1 inch = 50 feet

SEE SHEETS 1-12 FOR DESCRIPTION
SEE SHEET 13 FOR KEY MAP AND LEGEND



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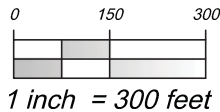
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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 35 OF 37

PARCEL B



LANDS DESCRIBED IN OFFICIAL
RECORDS BOOK 3177, PAGE 262

POINT OF COMMENCEMENT
NORTHWEST CORNER OF SECTION 16,
TOWNSHIP 20 SOUTH, RANGE 24 EAST

LINE TABLE		
LINE	BEARING	LENGTH
L1	S74°45'27"E	213.64'
L2	N88°56'30"W	200.00'

NORTH LINE OF THE
NORTHWEST 1/4
OF SECTION 16

EAST LINE OF THE
NORTHWEST 1/4 OF THE
NORTHWEST 1/4 OF SECTION 16

NORTHEAST CORNER OF THE
NORTHWEST 1/4 OF THE NORTHWEST
1/4 OF SECTION 16

SOUTH LINE, OFFICIAL
RECORDS BOOK 3177,
PAGE 262; ALSO THE
NORTH LINE OF THE SOUTH
2025.07 FEET OF THE
NORTH 1/2 OF SAID SECTION 16

S88°56'30"E 2391.25'

POINT OF BEGINNING
(PARCEL F)

PARCEL A

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	235.18'	385.00	035°00'00"	231.54'	N18°19'33"E
C2	113.01'	185.00	035°00'00"	111.26'	S18°19'33"W

INGRESS/EGRESS
/UTILITIES EASEMENT

PARCEL F
(±7.498 ACRES)

S00°49'33"W 667.67'

NORTH LINE OF THE
SOUTH 60' OF THE SOUTHEAST
1/4 OF SECTION 9, TOWNSHIP 20
SOUTH, 24 EAST

WEST LINE OF THE
EAST 60' OF THE WEST 1/2 OF
THE NORTHEAST 1/4 OF
SECTION 16, TOWNSHIP 20
SOUTH, 24 EAST AND ITS
NORTHERLY EXTENSION THEREOF

EAST LINE, 35' PARCEL
DESCRIBED IN OFFICIAL RECORDS
BOOK 3177, PAGE 262

NORTH LINE,
OFFICIAL RECORDS
BOOK 1389, PAGE 362

NORTHWEST CORNER,
OFFICIAL RECORDS
BOOK 1389, PAGE 362
OFFICIAL RECORDS
BOOK 1389, PAGE 362

SEE SHEETS 1-12 FOR DESCRIPTION
SEE SHEET 13 FOR KEY MAP AND LEGEND



CFB CLYMER
FARNER
BARLEY
SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB8496

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 36 OF 37

SOUTHWEST 1/4 OF SECTION 7

PARCEL C

WEST BOUNDARY
LINE OF SECTION 7

N89°02'38"E 750.00'

N00°57'22"W 350.00'

PARCEL G

OFFICIAL RECORDS BOOK
5257, PAGE 78
±6.03 ACRES

POINT OF BEGINNING

N89°02'38"E 1347.80'

N00°55'51"W 50.00'

S89°02'38"W 750.00'

S00°57'22"E 350.00'

NORTH RIGHT-
OF-WAY LINE

POINT OF COMMENCEMENT
SOUTHWEST CORNER OF SECTION 7,
TOWNSHIP 20 SOUTH, RANGE 24 EAST

COUNTY ROAD NO. 470 (SIGN)
(A VARIABLE WIDTH RIGHT-OF-WAY
PER FLORIDA DEPARTMENT OF
TRANSPORTATION RIGHT-OF-WAY
MAP, STATE PROJECT #190747-2)

SOUTH LINE OF THE
SOUTHWEST 1/4 OF
SECTION 7



NORTH



1 inch = 200 feet

SEE SHEETS 1-12 FOR DESCRIPTION
SEE SHEET 13 FOR KEY MAP AND LEGEND



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(352) 748-3126 LB8498

DRAWING NAME: S:\SURVEY NEW SURVEY\LAKE VILLAGES OF WEST LAKE\ZONING\WOML 5TH AMENDMENT\CHAPTER 163 AMENDED AND RESTATED WORKING\WOML 5_CH163 AREA A_SHEET 34.DWG : 8.9X11 9/8/2022 1:43 PM BY: DSMITH

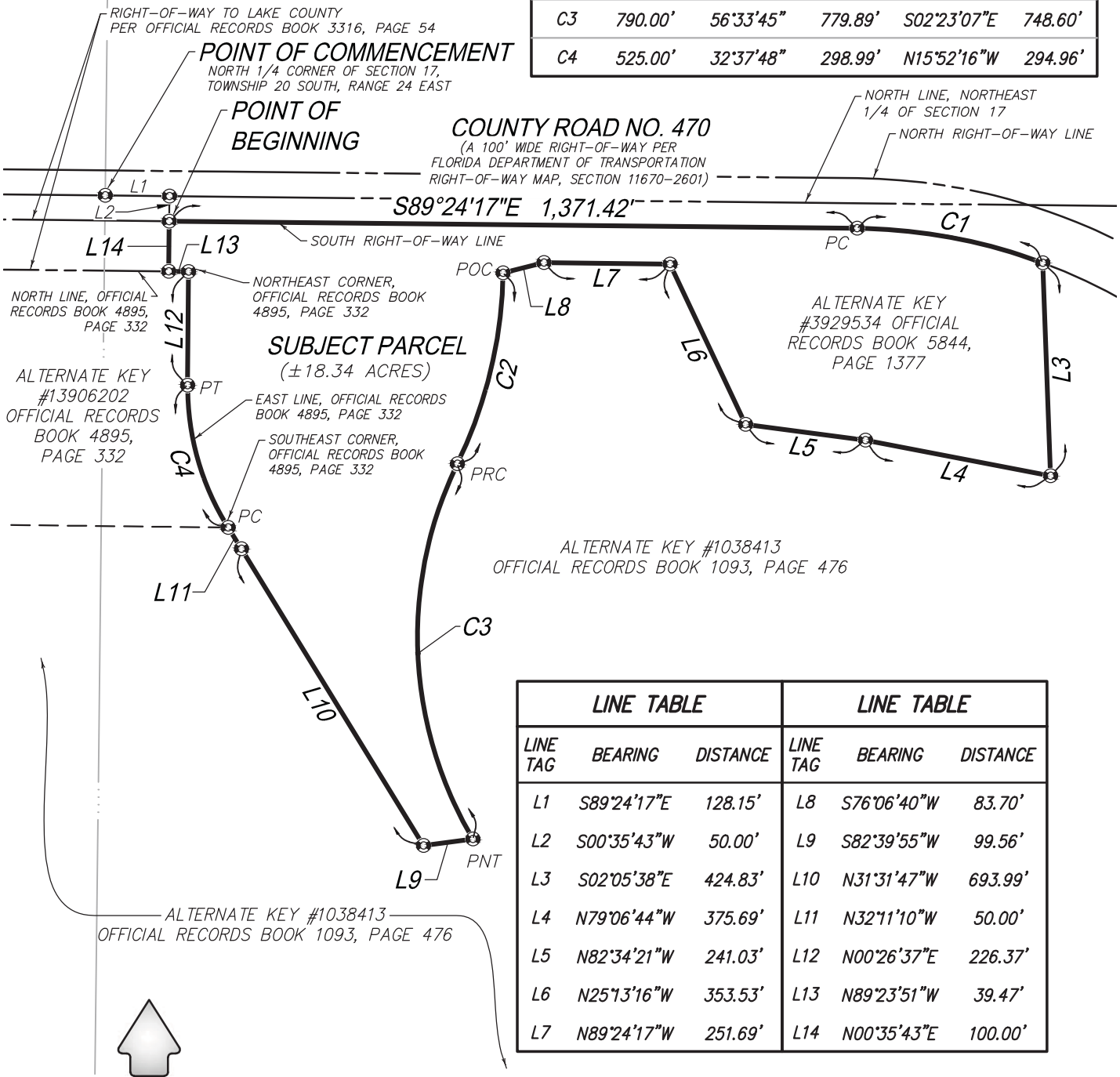
SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

LEGEND:

LB = LICENSED BUSINESS
POC = POINT ON CURVE
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
PRC = POINT OF REVERSE CURVATURE
PNT = POINT OF NON-TANGENCY
L# = REFERENCE TO LINE TABLE
C# = REFERENCE TO CURVE TABLE
⊕ = CHANGE IN DIRECTION

EXHIBIT " 1 "
SHEET 37 OF 37

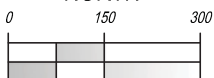
CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1096.40'	19°46'47"	378.50'	S79°30'54"E	376.62'
C2	910.00'	24°51'03"	394.69'	S13°28'14"W	391.61'
C3	790.00'	56°33'45"	779.89'	S02°23'07"E	748.60'
C4	525.00'	32°37'48"	298.99'	N15°52'16"W	294.96'



LINE TABLE			LINE TABLE		
LINE TAG	BEARING	DISTANCE	LINE TAG	BEARING	DISTANCE
L1	S89°24'17"E	128.15'	L8	S76°06'40"W	83.70'
L2	S00°35'43"W	50.00'	L9	S82°39'55"W	99.56'
L3	S02°05'38"E	424.83'	L10	N31°31'47"W	693.99'
L4	N79°06'44"W	375.69'	L11	N32°11'10"W	50.00'
L5	N82°34'21"W	241.03'	L12	N00°26'37"E	226.37'
L6	N25°13'16"W	353.53'	L13	N89°23'51"W	39.47'
L7	N89°24'17"W	251.69'	L14	N00°35'43"E	100.00'



NORTH



1 inch = 300 feet

SEE SHEETS 1-12 FOR DESCRIPTION
SEE SHEET 13 FOR KEY MAP AND LEGEND



CFB

**CLYMER
FARNER
BARLEY**

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(352) 748-3126 LB4709

Land Use Conversion Table The Villages of West Lake Revised October 2020																						
Land Use Conversion			TO:																	ITE Trip Generation Manual 10 th Edition PM Peak Hour Trip Generation		
			Villages Single-Family Residential	Villages Multi-Family Residential	Community Support District - Single Family	Community Support District - Multi-Family (1-2 stories)	Community Support District - Multi-Family (3+ stories)	Congregate Care / Independent Living Facility	Assisted Living Facility	Nursing Home / Skilled Nursing Facility	Hospital	Medical Office	Research & Development Center	Educational (University / College)	General Office	Commercial / Retail	Hotel	Light Industrial	Government Office			
		Units	DU	DU	DU	DU	DU	DU	Beds	Beds	Beds	KSF	KSF	Students	KSF	KSF	Rooms	KSF	KSF	Land use	ITE Code	Trip Generation Rate
FROM:	Villages Single-Family Residential	DU	1.000	1.750	0.285	0.500	0.636	1.944	1.346	1.591	0.185	0.101	0.714	2.333	0.304	0.092	0.583	0.556	0.205	Villages Single-Family Residential ¹	N/A	T= 0.35 *(X), X is # of Dwelling Units
	Villages Multi-Family Residential	DU	0.571	1.000	0.163	0.286	0.364	1.111	0.769	0.909	0.106	0.058	0.408	1.333	0.174	0.052	0.333	0.317	0.117	Villages Multi-Family Residential ¹	N/A	T= 0.20 *(X), X is # of Dwelling Units
	Community Support District - Single Family	DU	3.514	6.150	1.000	1.757	2.236	6.833	4.731	5.591	0.651	0.355	2.510	8.200	1.070	0.323	2.050	1.952	0.719	Community Support District - Single Family ²	N/A	T= 1.23 *(X), X is # of Dwelling Units
	Community Support District - Multi-Family (1-2 stories)	DU	2.000	3.500	0.569	1.000	1.273	3.889	2.692	3.182	0.370	0.202	1.429	4.667	0.609	0.184	1.167	1.111	0.409	Community Support District - Multi-Family (1-2 stories) ²	N/A	T= 0.70 *(X), X is # of Dwelling Units
	Community Support District - Multi-Family (3+ stories)	DU	1.571	2.750	0.447	0.786	1.000	3.056	2.115	2.500	0.291	0.159	1.122	3.667	0.478	0.144	0.917	0.873	0.322	Community Support District - Multi-Family (3+ stories) ²	N/A	T= 0.55 *(X), X is # of Dwelling Units
	Congregate Care / Independent Living Facility	DU	0.514	0.900	0.146	0.257	0.327	1.000	0.692	0.818	0.095	0.052	0.367	1.200	0.157	0.047	0.300	0.286	0.105	Congregate Care / Independent Living Facility	253	T= 0.18 *(X), X is # of Dwelling Units
	Assisted Living Facility	Beds	0.743	1.300	0.211	0.371	0.473	1.444	1.000	1.182	0.138	0.075	0.531	1.733	0.226	0.068	0.433	0.413	0.152	Assisted Living Facility	254	T= 0.26 *(X), X is # of Beds
	Nursing Home / Skilled Nursing Facility	Beds	0.629	1.100	0.179	0.314	0.400	1.222	0.846	1.000	0.116	0.064	0.449	1.467	0.191	0.058	0.367	0.349	0.129	Nursing Home / Skilled Nursing Facility	620	T= 0.22 *(X), X is # of Beds
	Hospital	Beds	5.400	9.450	1.537	2.700	3.436	10.500	7.269	8.591	1.000	0.546	3.857	12.600	1.643	0.496	3.150	3.000	1.105	Hospital	610	T= 1.89 *(X), X is # of Beds
	Medical Office	KSF	9.886	17.300	2.813	4.943	6.291	19.222	13.308	15.727	1.831	1.000	7.061	23.067	3.009	0.908	5.767	5.492	2.023	Medical Office	720	T= 3.46 *(X), X is 1,000 Square Feet
	Research & Development Center	KSF	1.400	2.450	0.398	0.700	0.891	2.722	1.885	2.227	0.259	0.142	1.000	3.267	0.426	0.129	0.817	0.778	0.287	Research & Development Center	760	T= 0.49 *(X), X is 1,000 Square Feet
	Educational (University / College)	Students	0.429	0.750	0.122	0.214	0.273	0.833	0.577	0.682	0.079	0.043	0.306	1.000	0.130	0.039	0.250	0.238	0.088	Educational (University / College)	550	T= 0.15 *(X), X is # of Students
	General Office	KSF	3.286	5.750	0.935	1.643	2.091	6.389	4.423	5.227	0.608	0.332	2.347	7.667	1.000	0.302	1.917	1.825	0.673	General Office	710	T= 1.15 *(X), X is 1,000 Square Feet
	Commercial / Retail	KSF	10.886	19.050	3.098	5.443	6.927	21.167	14.654	17.318	2.016	1.101	7.776	25.400	3.313	1.000	6.350	6.048	2.228	Commercial / Retail	820	T= 3.81 *(X), X is 1,000 Square Feet
	Hotel	Rooms	1.714	3.000	0.488	0.857	1.091	3.333	2.308	2.727	0.317	0.173	1.224	4.000	0.522	0.157	1.000	0.952	0.351	Hotel	310	T= 0.60 *(X), X is # of Rooms
	Light Industrial	KSF	1.800	3.150	0.512	0.900	1.145	3.500	2.423	2.864	0.333	0.182	1.286	4.200	0.548	0.165	1.050	1.000	0.368	Light Industrial	110	T= 0.63 *(X), X is 1,000 Square Feet
	Government Office	KSF	4.886	8.550	1.390	2.443	3.109	9.500	6.577	7.773	0.905	0.494	3.490	11.400	1.487	0.449	2.850	2.714	1.000	Government Office	730	T= 1.71 *(X), X is 1,000 Square Feet

¹ Source: Villages O-D Survey

² The Villages Community Support District (CSD) Adjusted Rate

The Villages®

The Villages of West Lake

Land Development Regulations

September 2022



Prepared by:



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Appendix 3: Engineer's Certification of Satisfactory Completion and Final Construction Clearance Procedure
Appendix 4: Electronic Application Submittal

Chapter 1: General Provisions and Procedures

1.1. Statement of Intent

(A) Purpose

The purpose and intent of this Land Development Regulation (LDR) is to create a customized set of regulations that applies only to The Villages development(s) located within the City of Leesburg (City), Florida, which is only a portion of and supports the larger Villages community, located within Sumter County, Lake County, the City of Wildwood, the Town of Lady Lake, and the City of Fruitland Park. The regulations and requirements contained herein have been made in accordance with the City's comprehensive plan while providing the Developer a reasonable assurance that The Villages development principles can be achieved and maintained. The City's portion of the overall development needs to maintain continuity with the remainder of The Villages, as it is a mature development with most of the residential units, street system, parks, recreation, and amenities in place to serve its residents. Thus, any requirements must consider The Villages as a whole, and not simply the portion within the City. In addition, this Code provides clarity and continuity for future development of The Villages within the City. This LDR, along with The Villages Construction and Development Manual, establishes the development standards that apply to this project, as amended by the Developer. The City of Leesburg's Code of Ordinances shall not be used to govern the development of this project. Any item omitted from this code shall be established and/or resolved by The Villages Development Review Committee (DRC).

(B) Requirements

In their interpretation and application, the provisions of this LDR require the following:

- (1) Promote the public health, safety, and general welfare of the residents;
- (2) Protect the character and maintain the stability of residential, commercial, industrial, agricultural, educational, cultural, recreational, historical, and environmental areas within the development;
- (3) Protect natural and environmentally significant resources;
- (4) Provide adequate open spaces and recreation facilities, which meet the needs of the residents;
- (5) Promote transportation choices to reduce traffic congestion and to improve mobility;
- (6) Define the powers and duties of the DRC;
- (7) Define the powers and duties of the Architectural Review Committee (ARC);
- (8) Ensure that all future development approvals and permits for both new and existing projects comply with this LDR;
- (9) Accomplish a more desirable community and environment than would be possible through the strict application of LDR requirements;
- (10) Create functional and aesthetic developments;
- (11) Preserve the natural resources of the land by providing scenic, functional, and interconnected open areas;
- (12) Minimize infrastructure and cost of streets and utilities throughout the development due to an efficient use of land.

1.2. General Development Provisions

(A) Conformity with Regulations

Following, and upon adoption of, the Chapter 163 Agreement and this LDR:

- (1) The regulations contained within this LDR shall be adhered to on all lands contained within the Age-Restricted Development (ARD) zoning classification known as The Villages of West Lake (VOWL);
- (2) No building, structure, or land shall be used or occupied unless in conformity with all of the regulations specified by this LDR;
- (3) No building or structure or part thereof shall be erected, constructed, reconstructed, moved, or structurally altered unless in conformity with all of the regulations specified by this LDR;
- (4) No building or other structure shall be erected or altered in such a manner as to exceed the permitted density or intensity provisions or occupy a greater portion of the lot area than allowed.

(B) Permit Required

No site plan or subdivision shall be approved, no plat shall be recorded, nor shall any building permit, Certificate of Occupancy (CO), or any other type of development order or permit be executed, unless the project meets all the requirements of, and has been approved in accordance with, this LDR.

1.3. The Villages Development Review Committee

The Villages DRC is a representative committee designated by the Developer to enforce the design standards that cover the commercial portion of the development. The design standards control the architectural, layout, and landscaping within the Project and provide for the authority of the Developer to enforce the design and intent of the commercial development. No commercial construction shall occur without approval from the City and the DRC.

1.4. The Villages Architectural Review Committee

The Villages ARC or its designee shall enforce the design standards and deed restrictions of the Developer that cover the residential portion of the development. The restrictions control changes to homes and home sites and provide for the authority of the Developer to enforce the design and intent of the residential development. Residential dwelling units or minor appurtenances thereto, such as private swimming pools, fences, yards, etc., shall be reviewed and approved by the ARC and permitted with the City.

1.5. Project Approval Process and Closeout Procedures

The purpose of this section is to establish consistent requirements and procedures for reviewing applications for site plan and/or subdivision approval.

(A) Projects required to obtain permits from the City shall adhere to the following process:

- (1) Application for development plan approval (Appendix 2) shall be made to the City Manager or designee and include the appropriate review fee. Application shall contain electronic plans (Appendix 4), signed and sealed by a registered professional engineer. Plans shall be prepared according to the standards of this LDR. No pre-application meeting is required. However, a Developer or land owner may request a meeting with staff for the purpose of discussing the proposed development prior to the formal application for approval as requested.
- (2) Within two (2) working days of the receipt of an application, the City shall determine whether the submittal is complete. Applicant will be notified immediately of an incomplete submittal.
- (3) When an application is determined to be complete, it shall be distributed for staff review no later than one (1) week from the date the application was determined to be complete.

- (4) All applications shall be reviewed by the staff and comments shall be delivered to the Applicant within 10 working days after application is determined complete.
- (5) The City Manager or designee shall issue a development order/permit within five (5) working days of unconditional staff approval or verification that the City Commission conditions for approval have been met. No site plan or improvement plan shall go before the Planning and Zoning Board and City Commission.
- (6) All site plan approvals shall terminate and become null and void automatically without notice if construction has not commenced within 24 months from the date of approval unless the Developer, City, and DRC agree to extend the approval.
- (7) The City agrees to initiate a Residential Building Permit Plan Review and issue a Residential Building Permit within 24 hours of submission, excluding weekends and holidays. The City agrees to initiate a nonresidential Building Plan Review and issue a nonresidential Building Permit within five (5) days of submission, excluding weekends and holidays. The City also agrees to issue residential and nonresidential Certificates of Occupancy within 24 hours of final inspection.
- (8) The City shall not review or comment on utilities that are not owned or maintained by the City. Dry utility designs are not required to be provided to the City for review. Easements and/or tract widths for utilities not owned by the City shall be determined by the utility having ownership and maintenance responsibilities.
- (9) Building elevations are not required for residential or commercial plan approval.
- (10) Plan changes made to the approved plans during construction shall be provided to the City's Planning and Zoning manager and Building Department to be placed into the file of record to update their records. A modification to the permit will not be required, unless required by the Planning and Zoning manager.

(B) Closeout Procedures

Unless a later date is requested by the Developer, final inspection of site improvements shall be scheduled no more than five (5) working days after receipt of the following information:

- (1) Upon completion of the public improvements, the Developer's Engineer shall submit a certificate stating that the work was constructed under their observation, and has been completed in substantial conformance with the approved development plans and in compliance with the requirements of the LDR (see Appendix 3: Engineer's Certification of Satisfactory Completion and Final Construction Clearance Procedure).
- (2) Prior to the acceptance of any privately or publicly maintained improvements, a registered Professional Engineer must certify in writing that the improvements were completed in accordance with the approved improvement plans and construction specifications. The Engineer will provide the Engineer's Certification of Completion and Record Drawings to the City for approval. Record drawings will be provided by the Engineer to the City for approval prior to issuance of site approval. Landscaping, screen walls, entry signage, and fencing is not required to be completed to obtain record drawing approval. The record drawings shall include all plan changes during construction, and shall include the following certification on the submitted plans from the Engineer including signature and date:
 - (a) "I hereby certify that the pavement, curbing, sidewalks, water, sewer, and storm drainage systems have been built in accordance with these "record" drawings. This certification is based on visual inspections. The record drawings are believed to be correct to the best of the Engineer's knowledge and the accuracy of the information cannot be guaranteed."
 - (b) Within 90 days of approval of the Record Drawings by the City, the Engineer will provide Final As-Built Plans, and Final Clearance of Potable Water and Sanitary Sewer Systems

by FDEP. The Engineer of Record (EOR) shall provide a letter to the City certifying that the constructed stormwater ponds have adequate volume for the development being certified complete. The Developer shall have perimeter walls and perimeter landscaping substantially complete except for where construction access is required or in areas where the buffer shall be installed with the dwelling unit. AutoCAD files of the final As-Builts will be provided to the City.

- (c) The water and sewer utility provider will review and sign off on FDEP Clearance forms for submittal. The utility clearance process shall not hold up or delay in any way the Record Drawing approval process. The potable water and sanitary sewer systems shall be cleared prior to the CO of a given dwelling unit.
- (3) All building structures and site improvements must be permitted by the City pursuant to Site Plans submitted to and approved by the City. The Developer shall install and complete all required site improvements with documentation including record drawings prior to the City issuing a CO for any permitted structure. Partial clearance may be obtained when proof is provided to the City that life safety items have been completed for CO.

1.6. Community Development Districts

It is anticipated that the development will include one or more Community Development Districts (CDDs) created by the City pursuant to Chapter 190, F.S. It is understood and agreed between the parties that any obligations or requirements placed on the Developer may be transferred to one (1) or more CDDs for implementation and operation, pursuant to the authority in Chapter 190.

1.7. Utility Providers

The Developer or assignees shall be the provider for water, sewer, reuse, and irrigation services.

1.8. Additional Studies

No environmental, archaeological, or transportation studies are required once the ARD zoning and Chapter 163 Agreement have been adopted. Additionally, there shall be no zoning review/compliance applications for site or building permits. All notice of commencements and certification of completions shall be reviewed and approved immediately once received by the City.

Chapter 2: Definitions and Interpretations

2.1. Interpretations of Certain Terms and Words

The terminology and words within this LDR shall be interpreted as follows:

- (A) The singular includes the plural and vice versa.
- (B) The masculine includes the feminine and neutral and vice versa.
- (C) The present tense includes the future.
- (D) The word "shall" is mandatory and the word "may" is permissive.
- (E) The word "person" includes an individual, child, firm, association, joint venture, partnership, estate, trust, syndicate, fiduciary, corporation, and all other groups or combinations.
- (F) The word "writing" includes handwriting, printing, word processed, and all other methods and means of forming letters and characters upon paper.
- (G) The word "land" includes the words water, marsh, swamp, gross land area, and gross acre of land.
- (H) All words defined in this LDR shall carry their customary meaning as found in Merriam-Webster's latest published edition unabridged dictionary.
- (I) Unless otherwise specified at the outset of a Chapter, the definitions listed in section 2.2 shall apply within this LDR.
- (J) Any abbreviations or acronyms used within this LDR are identified after the definition in parenthesis after the term below.

2.2. Definitions

Accessory use or structure: A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

Administrator: The City Manager or his designee.

Addition (to an existing building): Any walled and/or roofed expansion to the perimeter of a building in which the addition is connected by a common load-bearing wall other than a fire wall. Any walled and/or roofed addition which is connected by a fire wall or is separated by independent perimeter load-bearing walls is new construction.

Age-Restricted Development (ARD): A community/development project that meets the requirements for an age restricted community pursuant to the Federal and Florida Fair Housing requirements and where the land is planned and developed to provide housing with a mixture of housing types, plans for a mixed-use development pattern, provides for the recreational needs of its residents with amenities such as community centers, golf courses, trails, and other similar facilities, supports multiple modes of internal transportation such as bicycles, golf carts, pedestrians, and ensures protection of the environment and natural resources on-site. An ARD may include a Community Support District (CSD) which is a distinct, non-age restricted mixed use district in close proximity to the age restricted dwelling units. The CSD must, at a minimum, provide recreation and commercial uses for its residents but all land uses allowed within ARD are permitted in the CSD. Generally, the internal transportation network provided in the CSD is similar to what is found in the age restricted communities.

Alley: A private or public paved passageway between buildings or a passageway permitting access from a street to a garage or storage area.

Alteration of building: Any change in the supporting members of a building (such as load bearing walls, beams, columns and girders), any addition to a building, or any change in a building resulting from the movement of the building from one location to another.

Apartment or Condominium Building (ACB): A structure containing multiple dwelling units (DUs) in which other DUs may be located above or below it, and which any architectural feature integral to its design is connected with at least two (2) or more adjacent similar DUs. Units within apartment or condominium buildings are considered attached DUs.

Applicant: A person who has submitted an application to the City.

Architect: Means an architect licensed to do business by the State of Florida.

Arterial street: A street or roadway which is used primarily for fast or heavy volume traffic.

As-built plans: The final plans amended to include horizontal and/or vertical dimensional data of actual construction with data obtained and provided by a Florida licensed surveyor and mapper.

Assisted Living Facility (ALF): A facility where residents live in private units and receive assistance with limited aspects of personal care, such as: taking medication, bathing, or dressing. Units do not contain private kitchens and meals are provided from a common dining area. Staff is on duty 24 hours per day. This definition does not include nursing homes, convalescent centers, community residential homes, or independent living facilities (ILFs).

Base flood: means the flood having a one percent chance of being equaled or exceeded in any given year. Also called the "100-year flood" and the "regulatory flood" by the Federal Emergency Management Agency (FEMA).

Buffer: A natural or landscaped area which acts as a separation area between two (2) or more land uses, parcels, buildings, stormwater management areas, or paved areas.

Building: Any structure having a roof supported by columns or walls that is used or intended to be used for the enclosure, housing, or shelter of animals, persons, or property.

Building height: The vertical distance from the mean elevation of the finished grade of a building to the highest point of the roof surface. Building height shall be stated in feet.

Building permit: A formal notice of authorization required to be obtained from the City before any new construction or major alteration or expansion of existing structures is allowed.

Building setback: The distance between a given lot line, face of building, normal water line, right-of-way line, and any portion or part of any structure.

Building setback line: A line which represents the required building setback for a given building on a given lot.

Building site: A parcel of land upon which a building or structure has been, or is intended to be, constructed.

City: The City of Leesburg, Florida.

City Commission: The governing body of the City officially known as the Leesburg City Commission, including the mayor and other Commission members.

Clinic: A health facility, or portion of a health facility, where patients are not lodged overnight, but are examined and/or treated by licensed dentists, physicians, and/or other health care personnel.

Code of Ordinances: The Code of Ordinances of the City.

Collector Roadway: A street which carries traffic from local streets to the arterial streets in residential and business areas. Such streets serve as linkages between land access and mobility. Traffic volumes and speeds are usually moderate. Collector streets shall allow golf cars.

Community Development District (CDD): A local, special-purpose government framework authorized by Chapter 190, Florida Statutes as amended, and is an alternative to municipal incorporation for managing and financing infrastructure required to support development of a community.

Community residential home: A DU licensed to serve clients of the department of health and rehabilitative services, which provides a living environment for seven (7) to fourteen unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents. Homes with six (6) or fewer residents, which otherwise meet the definition of a community residential home, shall be deemed a single-family unit and a noncommercial, residential use. See F.S. § 419.001 (a).

Comprehensive Plan: The City of Leesburg Comprehensive Plan adopted by the City Commission and amendments thereto in compliance with the requirements of Florida statute.

Condominium: See "Apartment or Condominium Building."

Conforming lot: Any lawful lot which complies with the provisions of this LDR and other applicable City ordinances.

Conservation easement: A right or interest in real property, which is appropriate to retaining land or water areas predominately in their natural, scenic, open, or wooded condition, retaining such areas as suitable habitat for fish, plants, or wildlife, or maintaining existing land uses; and which prohibits or limits the activities as described in Florida statute.

Construction: Shall mean the building, assembling, expansion, modification, or alteration of the existing contours of the site, the erection of buildings or other structures, or any part thereof, or land clearing (unless an agricultural operation).

Corner lot: A lot or parcel of land which is located at the intersection of, and abutting on, at least two (2) streets.

County: Lake County, Florida.

Cul-de-sac: A local, dead-end street which has a turn-around at the closed end and is used primarily for access to the abutting properties.

Datum: A reference surface used to ensure that all elevation records are properly related. The current national datum is the National Geodetic Vertical Datum of 1929, which is expressed in relation to mean sea level, or the North American Vertical Datum of 1988. Density: means the maximum amount of DUs allowed on a project site. This relationship is identified on a unit per gross developable acre basis.

Developer: Any person who engages in or proposes to engage in development either as the owner or as the agent of an owner of property.

Development: All construction activity within the limits of the ARD zoning and land use category.

Development order: Any order, permit, or other official action of the City granting, or granting with conditions, an application for development.

Ditch: An artificial waterway for irrigation or stormwater conveyance.

Dwelling: Any building, or portion thereof, which is designed to be used, or is actually used, as living quarters for one or more persons, families, or households. Such a building must be supported by, at a minimum, walls which are complete from the bottom floor to roof.

Dwelling unit (DU): A room or group of rooms which is equipped for independent housekeeping and is occupied, or is intended to be occupied, by not more than one (1) person, household, or family.

Easement: A grant by the property owner to the public, a corporation, person, or other legal entity, of the use of a specific portion of land for a specific purpose.

Enclosed use: A use which is located entirely within a structure.

Excavation: The reducing or lowering of the natural level of ground.

Federal Emergency Management Agency: FEMA

Flood Insurance Rate Map (FIRM): An official map of the City on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the City.

Floor: The top surface of an enclosed area in a building (including basement), i.e., top of slab in concrete slab construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking vehicles.

Floor area: The gross horizontal area of all the floors in a building (including attics, basements, and penthouses). It is measured from the exterior faces or columns of the exterior walls of a building.

Floor Area Ratio (FAR): The ratio of a building's gross floor area to the area of the Project.

Florida Department of Environmental Protection: FDEP

Florida Department of Transportation: FDOT

Future Land Use Map (FLUM): The map within the future land use (FLU) element of the comprehensive plan that delineates the City's FLU designations pursuant to Florida statute.

Garage: An accessory building primarily used for the parking of one (1) or more motor vehicles.

Grade: The elevation of the ground surface.

Home Owner's Association (HOA) or Property Owner's Association (POA): An organization in a subdivision, condominium, or other similar development that makes and enforces rules for the properties within its jurisdiction.

Hotel: a commercial establishment providing lodging and, usually, meals and other services for the public, especially for travelers. This definition also includes motels.

Household: One (1) or more persons, not necessarily related by blood, marriage, or other legal action, who occupy a single DU and live as a single, non-profit housekeeping unit.

Independent Living Facility (ILF): A living arrangement in which people with special needs, especially seniors with disabilities, reside in independent living units which may contain a private kitchen. The facility may provide help with everyday tasks such as bathing, dressing, and taking medication. This definition does not include ALFs, nursing homes, or community residential homes.

Institution: The structure or land occupied by a group, cooperative, board, agency, or organization created for the purpose of carrying on functions of a public or semi-public nature. Examples of an institution include a hospital, health clinic, school, church, fraternal order, civic club, and orphanage.

Intensity: The maximum amount of building square footage allowed within the Project. This relationship is identified in "Floor Area Ratio".

Interior lot: A lot other than a corner lot or double frontage lot.

Karst features: Physical features in limestone such as sinkholes, depressions, and solution tubes that act as conduits reducing the travel time of water through limestone as compared to soil or to limestone lacking karst features.

Land Development Regulations (LDR): The Villages of West Lake Land Development Regulations (LDR).

Landscaping: Living plant material and non-living durable material used in outdoor environmental design that enhances the appearance of land.

Legal Description: A "courses and distances" legal description, often referred to as a "metes and bounds" legal description, which maps the desired property when transferred to GIS mapping software.

Local street: A street which connects properties to collector streets. These roads provide service which is of low average traffic volume and of high land access for abutting properties. Local streets shall allow golf cars.

Lot: Any tract or parcel being the least fractional part of a subdivision having limited fixed boundaries. A lot may be identified by an assigned number. Furthermore, a lot is capable of being lawfully occupied and utilized for a structure and/or use as defined in this LDR.

Lot depth: The horizontal distance (excluding surface or ground depressions) between the front lot line and the rear lot line.

Lot lines: The lines bounding a lot as defined in this LDR.

Lot width: The distance between the side lot lines, measured at point where the front setback is taken.

Main or principal building: The building in which the principal use of the lot is conducted.

Maintenance: The action taken to restore or preserve the functional design or intent of any facility, system, or structure.

Mining: An area of land upon which mining operations have been conducted, are being conducted, or are planned to be conducted, as the term is commonly used in the trade. Additionally, mining shall be considered all excavation not considered Stormwater Earthworks. Excavated mined materials can be transported offsite.

Mixed use building: A building which includes two (2) or more use categories, one (1) of which should be residential.

Motel: see "Hotel".

Multi-family residential: A structure containing multiple DUs in which other DUs are located above or below it, and which any architectural feature integral to its design is connected with at least two (2) or more adjacent similar DUs. Units within apartment or condominium buildings are considered attached DUs.

New construction: Structures for which the start of construction commenced on or after the effective date of this LDR.

Nonresidential Building (NRB): Any structure not containing a residential DU or residential use.

Nursing home: A facility for patients who are recovering health and strength after illness or injury, or receiving long-term care for chronic conditions, disabilities, or terminal illnesses. Facilities provide 24-hour supervised nursing care and feature extended treatment that is administered by a skilled nursing staff. The residents do not live in private units and the residents typically do not leave the facility until well enough to do so. The facilities provide personal care, room, board, laundry service, and organized activities. This definition does not include community residential facilities, ALFs, or ILFs. This definition does include convalescent centers and skilled nursing facilities.

Office: A building, room, or space where clerical, professional, or administrative activities are performed. Such a building, room, or space may be the principal structure, a portion of the principal structure, an accessory structure, or a portion of an accessory structure on a lot.

Open space: Shall include wetlands, preservation areas, greenspace, stormwater ponds, floodplain compensation areas, and landscape buffers. Open space may include areas such as trails, golf, plazas, courtyards, and other similar public areas. Open space may also include recreation areas and amenities, provided said amenities or areas are not enclosed with conditioned space. Open space shall not include areas within a right-of-way. Open space shall be calculated for the entire ARD area as a whole, not per individual projects.

Owner: The person in who is vested the fee ownership, dominion, or title of property (i.e., the proprietor). This term may also include a tenant, if chargeable under his lease for the maintenance of the property, and any agent of the owner or tenant including a developer.

Parking space: A portion of a parking area which is clearly marked as being intended for the storage of one (1) vehicle or golf car(s).

Permitted use: A use which is lawful under the terms of this LDR.

Person: Any and all persons including any individual, firm, corporation, governmental agency, business trust, estate, trust, partnership, association, two (2) or more persons having a joint or common interest, or any other legal entity.

Planning and Zoning Board: The City of Leesburg Planning and Zoning Board as provided for in this LDR.

Premises: A parcel of land and any structures occupying the parcel of land.

Principal building: See "Main or principal building."

Principal use: The actual primary function for which a lot and buildings upon it are used.

Private club: A building or portion thereof, owned and/or operated by a corporation, association, person, or group for a civic, educational, recreational, social, or other public or semi-public purpose.

Professional Surveyor and Mapper: A surveyor and mapper licensed by the State of Florida.

Project: The Project is the entire Villages of West Lake.

Recreational Vehicle Development (RVD): An area set aside primarily for temporary travel trailers, campers, and other recreational vehicles (RVs). This facility is intended to provide temporary, non-permanent water, sewer, and electrical hook-ups for such vehicles in exchange for a specified rate of compensation. This is considered a commercial use.

Reuse: Wastewater that is treated to meet public access standards.

Right-of-Way (ROW): An area of land over which people and goods have the right to pass or travel. A public right-of-way grants passage to all and may grant the right to park registered vehicles in accordance with City parking restrictions. A public right-of-way is a form of easement dedicated to the

City during subdivision or site plan for public use. Rights-of-way are not part of the adjacent parcels; the right-of-way boundary usually coincides with adjacent parcel property lines or tracts.

School: A building and/or property utilized for the purpose of providing formal primary, secondary, and/or post-secondary education/training.

Service street: A local street or alley used to provide rear-yard access to businesses, institutions, and residences for the purpose of providing services (for example, garbage collection or delivery services).

Sidewalk: A path that is intended for pedestrians and non-motorized vehicles. Sidewalks may be located on private property or within a right-of-way.

Sign: Any display device which is designed to visually or graphically inform, or attract the attention of, persons passing by the device.

Single Family Attached (SFA): A DU connected to at least one (1) adjacent DU by any architectural feature integral to its design or the design of its garage, excluding fences, posts, utility screen walls, stoops, driveways, walkways, and air conditioning pads.

Single Family Detached (SFD): A traditional stand-alone DU that houses a single family and shares no connection to another DU.

Site plan: The drawing(s) which put forth an applicant's proposal for the development of a particular piece of land that is certified by a registered professional engineer.

Southwest Florida Water Management District: SWFWMD

St. Johns River Water Management District: SJRWMD

Stormwater Earthworks: Excavation and filling on the project on a large scale over a large area to achieve final grades as established by the EOR and as approved by the water management district. Generating large quantities of soil via deep excavation and stockpiling the material is an approved and common use. Excavated material can be exported offsite.

Story: That portion of a building included between the surface of any floor and the surface of the next floor above it. In the event there is not a floor above the former, then the story is that portion of a building between the top floor and the ceiling above it.

Street: A public or private thoroughfare which affords the principal means of access to abutting property. Alleys shall not be considered streets.

Structure: A man-made object having a relatively stationary location on or in land or water whether or not it is affixed to the land or on a permanent foundation.

Subdivider: Any firm, corporation, partnership, person, or other legal entity who, acting as a unit, voluntarily engages in or proposes to engage in, the division of a parcel (or parcels) of land into smaller parcels of land.

Subdivision (residential):

(a) The division of any parcel of land into three (3) or more contiguous lots for the purpose of building, development, or transfer of ownership; or any division of a parcel of land requiring a new street or modification to an existing public street, or the provision of other public facilities or improvements, including but not limited to, drainage facilities and utilities. This term includes re-subdivision and, when appropriate to the context, relates to the process of subdividing or to the land or area subdivided.

(b) Subdivision shall not mean:

- (1) The transfer of property by sale, gift, or testate or intestate succession from the property owner to his or her spouse or lineal descendants, provided that all required utilities are in place prior to the issuance of a development permit,
- (2) The transfer of property between tenants in common or joint tenants for the purpose of dissolving the tenancy in common or joint tenancy,
- (3) The sale or exchange of parcels of land between owners of adjoining properties provided that additional lots are not thereby created and that the parcels remaining are not reduced below the minimum sizes required by the LDR.

Substantial improvement: Any combination of repairs, reconstruction, alteration, or improvements to a structure, taking place during the life of a structure in which the cumulative costs equals or exceeds 50 percent of the market value of the structure.

The market value of the structure should be:

- (a) The appraised value of the structure prior to the start of the initial repair or improvement, or;
- (b) In the case of damage, the value of the structure prior to the damage occurring. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include any project for improvement of a structure required to comply with existing health, sanitary, or safety code specifications, which are solely necessary to assure safe living conditions.

Tower: shall mean a structure, greater than 35 feet in height (including any antennas attached thereto), which supports one (1) or more antennas, not including however any amateur radio operator antenna as licensed for that purpose by the Federal Communications Commission (FCC).

U.S. Army Corp of Engineers: ACOE

Utility: Entity providing potable water, irrigation, and/or sanitary sewer services.

Wetlands: Lands which are identified by being inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances do or would support, a prevalence of vegetation typically adapted for life in saturated soil conditions. The definition includes all contiguous and noncontiguous or isolated wetlands to waters, water bodies, and watercourses. Wetlands include, but are not limited to, swamp hammocks, hardwood hybrid hammocks, riverine cypress, cypress ponds, bogs, wet prairies, and freshwater marshes.

Chapter 3: Zoning and Architectural Standards

3.1. General

The approved zoning for the project is Age-Restricted Development (ARD) as amended from time to time.

3.2. Principal Uses

The principle or main use(s) and associated structures of a property shall be allowed as one of the following:

A) Permitted Use

This use is hereby established as the general use(s) in the ARD zoning category as specified below and is a use of right when in compliance with the requirements of this LDR.

- (1) Conservation uses: wetlands, forested lands, pastures, environmental habitats, karst areas, open water, lands set aside to be protected and other similar uses;
- (2) Agricultural uses: citrus/field crop production; keeping and/or grazing of livestock; agricultural product transfer stations; silviculture; aquaculture; horticulture, greenhouses and nurseries (commercial); urban agriculture and other similar uses;
- (3) Residential uses: single family detached (SFD); single family attached (SFA); multi-family residential; apartment or condominium building (ACB); dwelling units (DUs) located above the ground floor in a mixed use building (MUB); community club houses, pools, or other amenities associated with residential projects; independent living facilities (ILFs) and other similar uses;
- (4) Institutional, governmental, tourism, civic, and recreational uses: public recreation facilities or parks; bed and breakfasts; hotels and motels; golf courses and driving ranges; commercial recreation facilities such as skating rinks, movie theaters, and other similar uses; health clubs and fitness centers; community residential homes; assisted living facilities (ALFs); nursing homes; skilled nursing facilities; child care facilities/day care; professional, business, and technical schools; public schools and private schools offering curricula similar to that of public schools; colleges and universities containing dormitories; churches and places of worship; museums and other cultural facilities; hospitals; veterinary clinics or temporary pet boarding; cemeteries and mausoleums; funeral homes, crematories, and other similar service establishments; private clubs and lodges; public buildings owned, operated, and used by a government entity such as city halls, city hall annexes, police and fire stations, libraries, post offices, and other similar uses; street and highway department garages or maintenance facilities; utility facilities such as electric sub stations, water and wastewater treatment plants, well sites, and other similar uses;
- (5) Commercial office and business park uses: business technology parks, medical or dental offices, professional service establishments and offices; banks, credit unions, and financial institutions and other similar uses;
- (6) Commercial retail uses: retail sales establishments such as department, electronic, office supply, grocery, and other similar stores; restaurants and cafes (without alcohol consumption or sales); bars, taverns, restaurants, or cafes serving alcohol (on and off-site consumption); liquor stores (sales of hard alcohol for off-site consumption); copy centers; beauty shops, dry cleaning, pet grooming, and other similar personal service establishments; specialty shops such as antique shops, art showrooms, boutiques, and other similar shops; service and repair shops for automobiles, small engines, and other similar uses; retail and wholesale commercial establishments for lumber, building, and landscaping supplies, farm equipment, and other similar uses with potential outside storage of products; auto dealerships, golf car and similar

sales; convenience stores; fuel stations; food trucks, temporary or permanent; indoor and outdoor commercial recreational uses; storage facilities (indoor); outdoor storage facilities for RVs, boats, campers, vehicles, machinery, equipment, or other similar items; RV developments and other similar uses;

- (7) Industrial uses: wholesaling, warehousing, bulk storage, or distribution establishments, and similar uses; research laboratories and associated activities; light manufacturing, assembling, processing, packaging, or fabricating; outdoor storage yards and similar uses such as junkyards, scrap yards, and salvage yards; building or landscape contractors with on-site equipment storage; concrete or asphalt plants; concrete block plants; manufacturing of nonhazardous materials; manufacturing or warehousing of chemicals, fertilizers, hazardous, or biohazardous materials; electric, gas, or energy generating facilities; solid waste transfer stations; landfills; tower and wireless communication services; mining and excavation and other similar uses;
- (8) Mining: No permitting or zoning approvals within the City is required. The developer shall provide the City with the approved FDEP and water management district permit as applicable prior to construction.

B) Agricultural

The property has historically been used for agricultural activities and the Developer may pursue bona fide agricultural and silvicultural uses on the property. For purposes of this LDR, Site Plan is defined as either a commercial site plan approval or a residential improvement plan approval from the City. There may be numerous site plans on the property. However, site plan approval is specific and does not necessarily apply to other areas on the property.

3.3. Accessory Uses and Structures

All accessory uses and structures shall be approved by The Villages DRC or ARC as applicable.

3.4. Temporary Uses

Temporary uses may be approved by the DRC.

3.5. Variances

All variances to this LDR shall be approved by The Villages DRC or ARC as applicable.

3.6. Recreational Vehicle Developments

(A) Purpose

The purpose of this section, applying to RVDs, is to provide an environment in which RVs or dwellings may be located to enhance the enjoyment of leisure time activities and to provide a means whereby the use occurring upon the land will be made more compatible with the surrounding properties. The following provisions shall apply to RVDs permitted by this LDR.

(B) Definition

An RVD shall include a parcel of land under unified management which has been planned, designed, and constructed for the placement of units for short-term, long-term, or permanent occupancy for recreational purposes.

(C) An RV shall include:

- (1) Travel trailer - A vehicular, portable structure built on a chassis, designed as temporary living quarters for travel, recreation, and vacation. This includes, but is not limited to: bumper pull, 5th wheel, sport utility, and various styles as pulled by a vehicle.
- (2) Truck camper - A structure designed to be mounted on a truck chassis for use as temporary living quarters for travel, recreation, and vacation.

- (3) Motor home - Constructed on a commercial truck chassis, a specially designed motor vehicle chassis, or a commercial bus chassis.
- (4) Camping trailer - A canvas or other collapsible folding structure, such as pop-up, or tent trailer, mounted on wheels, designed as temporary living quarters for travel, recreation, and vacation.
- (5) Park model (or park trailer) - A transportable unit, which has a body width not exceeding 14 feet, which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. Units constructed to ANAI A-19.5 shall not exceed 399 square feet. Units constructed to the U.S. Department of Housing and Urban Development (HUD) standard shall not exceed 500 square feet. All measurements are to be taken along the exterior when in a setup mode. All "park trailers" must be set up and anchored as established by the Florida Building Code.
- (6) Houseboat - A boat that has been designed or modified to be used primarily as a functional dwelling. Houseboats may or may not be motorized, and can be permanently moored to a fixed point attached to the land.

(D) A recreational dwelling shall include:

- (1) Cabin - A cabin is a small, permanent structure of no more than 1,500 square feet designed to provide lodging in a recreational area.
- (2) Tiny house - A tiny house is a small, permanent structure of no more than 500 square feet designed to provide lodging in a recreational area.
- (3) Glamping dwelling - A glamping dwelling may include, but is not limited to, a permanent or semi-permanent structure with a membranous exterior that may or may not be connected to utilities, but is securely fastened to the ground.
- (4) Tree house - An elevated, permanent platform structure used for lodging in a recreational area when connected to utilities necessary for operation of installed fixtures and appliances in or around treed areas.
- (5) Hill House - A permanent structure set at or just below earth plain used for lodging in a recreational area when connected to utilities necessary for operation of installed fixtures and appliances and cover with earth.

(E) Permit Process

- (1) RVDs must go through the site plan approval process in this LDR.
- (2) RVDs where units will be sold must also follow the Record Plat process.

(F) General provisions

- (1) RVDs shall be classified as a tourism-oriented mixed-use development, with a combination of residential, commercial, and support uses in the ARD zoning district.
- (2) As a condition of the site plan approval, the following uses may be permitted, but not limited to: commercial and non-commercial, recreation facilities (such as pavilions, sports courts, gathering spaces and structures, etc.), entertainment facilities, park offices, maintenance facilities, dumping stations, toilets, showers, laundry facilities, tourist-oriented retail developments, such as: retail sales establishments, personal service establishments, food service establishments with or without alcohol sales, child care centers, RV model units, or sales and service establishments, mobile homes, single family detached or attached dwellings, enclosed storage structures and storage garage facilities. No such structures shall be located within any required setback, any required perimeter buffer, or any utility or drainage easement.
- (a) Such uses shall be conducted for the convenience of the occupants and guests of the RVD, and the public;

(b) Such retail establishments may be oriented to the interior or exterior of the RVD.

(G) Specific provisions

- (1) All RVDs shall contain a minimum of 10 acres.
- (2) There shall be a building setback of 10 feet from any road right-of-way for any commercial building or accessory building.
- (3) Property adjacent to federal, state, or county highways shall maintain a minimum building setback of 50 feet from the highway right-of-way for any structure or RV. The minimum building setback for property adjacent to interior roads is 10 feet.
- (4) All RVs and additions shall have no side or rear setback, but must maintain 10 feet of building/RV separation.
- (5) A well-maintained, landscaped buffer of at least five (5) feet is required around the perimeter of the RVD.
- (6) There is no minimum lot size, lot width, or lot depth.
- (7) The density of 30 lots per acre may not be exceeded.
- (8) Internal roadways must have a minimum width of 12 feet for one-way drives or 24 feet for two-way drives.
- (9) Adequate trash disposal facilities or services shall be provided with easy access from each site.
- (10) Each lot shall be identified by a marker clearly visible at a minimum distance of 20 feet.
- (11) All structures, additions, and attachments located in the RVD must be constructed to meet standard building codes. Such additions and attachments shall include, but are not limited to: carports, storage sheds, cabanas, screen rooms, pull-out or tip-out units, skirting and awnings, pergolas, gazebos, and shall be permitted, except as qualified below:
 - (a) No such addition or attachment shall be attached to any RV having a vehicular body length less than 20 feet.
 - (b) Additions and attachments may be designed to be removable. They may be attached to the RV and parking or patio pad.
 - (c) No such addition or attachment shall be located within any setback, any perimeter buffer of the RVD, or any utility or drainage easement.
 - (d) Additions or attachments may be connected to utilities, including, but not limited to: sewer, water, electric, and gas.
 - (e) All additions and attachments must be properly permitted as required by state and local law.
- (12) All “park trailers” or “park models” shall be required to obtain permits prior to set-up or connection to utilities, as pursuant to this code.

3.7. Buffer Requirements

Table 3-1 lists the density, intensity, lot standards, buffers, and setbacks.

Table 3-1: Density, Intensity Lot Standards, Buffers, Setbacks

Age-Restricted Development (ARD)					
Density and Intensity					
Maximum Density	30 units/ ac				
Minimum Open Space ¹	20%				
Maximum FAR ²	0.5				
Maximum ISR	80%				
Lot Standard					
Building Type	Single Family Detached	Single Family Attached	Apartments/ Condominium Buildings/ ALF/ ILF/ Townhome	Nonresidential Building ⁶	Commercial/ Amenity
Minimum Living Area (sf)	400	400	400	NA	NA
Minimum Lot Width (ft)	30	NA	NA	NA	NA
Minimum Lot Depth (ft)	50	NA	NA	NA	NA
Maximum Lot Coverage (%)	100	100	100	100	100
Minimum Setbacks ^{3,7} (ft)					
Front	0	0	0	0	0
Rear	0	0	0	0	0
Side	0	0	0	0	0
Building Separation	*	*	*	*	*
Project Perimeter Building Setbacks ⁴					
Contiguous Property not within the Development	10 ft				
Property Owned by Developer	0				
Local - Arterial Roadway	0				
Federal/State/County Road	20 ft				
Building Height ⁵					
Building Type	Single Family Detached	Single Family Attached	Apartments/ Condominium Buildings/ ALF/ ILF/ Townhome	Nonresidential Building	Commercial/ Amenity
Maximum Building Height ⁵ (ft)	50' **	50' **	50' **	50' **	50' **

* Per Florida Building Code criteria

**Unless adequate fire protection is provided.

1. Open space shall include at a minimum passive and active recreational uses, buffers, stormwater ponds, recreation centers, wetlands/ other conservation areas, golf courses, parks, trails, and other easements/ tracts. A community development district (CDD), homeowner’s association (HOA), property owners association (POA), or other private entity, must maintain all such elements unless such elements are dedicated to the public and such maintenance shall be determined by separate agreement of such dedication. Open space areas will be assigned within the project as a whole, regardless of phase.

2. Up to a 3.0 FAR may be used in a town center, medical campus and similar use areas.

3. All setbacks shall be measured from the foundation or wall; however, eaves, roof overhangs, pilasters, and similar architectural features may protrude two (2) feet into a required setback. Air conditioning units, swimming pool filter pumps, patios, door stoops, steps, sidewalks and similar features shall not be considered as encroachments into setbacks.

4. Does not apply to what is generally known as signs, sign towers, walls and other similar features and parking.

5. The maximum building height applies unless adequate fire protection is available.

6. RVDs are considered non-residential units.

7. Water Towers and Cell Towers with wireless communication services shall have a setback of one half the height of the tower except those towers designed to collapse upon themselves.

(A) Perimeter Buffer

The development shall include a 20-foot perimeter landscape buffer easement or tract along the VOWL boundary lines. No perimeter landscape buffer is required where landscaped open space, recreation, golf, stormwater ponds, compensating storage areas, wetlands, upland buffers, or other conservation areas are located along the property boundary. In addition, no perimeter buffer shall be required for portions of the property that are adjacent to compatible uses being constructed by the same developer.

(B) Walls/ Fence

The 20-foot perimeter landscape buffer may be eliminated if an approximate six-foot high wall or opaque fence is installed, for which no landscaping is required. Walls or opaque fences may be constructed within project setbacks.

(C) Internal Parcels

No onsite landscape buffer shall be required between internal parcels or uses. No landscape buffer shall be required along perimeters of the project abutting properties not owned by the Developer with similar land uses.

(D) Stormwater Ponds

Stormwater ponds, existing topographic depressions, grading, and compensating storage areas shall be allowed within the perimeter landscape buffer.

(E) Residential Dwelling Unit Site

Where a 20-foot perimeter landscape buffer or wall/fence is required on residential dwelling unit sites, the landscape and irrigation or wall/fence shall be installed with each individual dwelling unit being constructed.

3.8. Commercial Architectural Standards

(A) Building Design

The design of individual buildings will be representative of the architectural style established by the Developer for the community and will be subject to review and approval by the DRC. These buildings may exhibit individual detailing for harmonious diversity and may vary in specific materials, finishes, and color palettes.

(B) Specific Architectural Design Standards

- (1) All commercial electrical controls, meters, etc. shall be mounted on building walls, free standing walls, or dumpster enclosure walls. Freestanding electrical “racks” shall be prohibited, unless specifically approved by The Villages DRC.
- (2) All commercial building-mounted boxes (i.e., electrical, irrigation control boxes, gas meters, etc.) and associated conduit and piping shall be painted to match the wall to which they are mounted, as permitted by the utility companies.
- (3) Exterior building lighting is permissible if the effect is compliant with the objective of achieving a soft glow rather than brilliant or glaring effect. Architectural lighting (fixtures attached to or integral with a building or structure) shall be selected or approved by the DRC.
- (4) Where dumpsters are required, enclosures shall be finished with materials, color, and detailing similar to the associated building. Dumpster enclosures that serve facilities that dispose of food waste or other organic materials shall be constructed with a drain and hose bib for wash down. Drains shall be connected to a grease interceptor.
- (5) Where required, Fire Department Connections (FDCs) must be located per governing fire department specifications and near other critical utilities (i.e., power disconnect, gas, etc.)

that may need to be turned off in case of a fire, unless specifically approved by The Villages DRC.

- (6) Buildings that require a fire sprinkler system shall have backflow preventers located inside the building.
- (7) All commercial rooftop equipment shall be screened with parapets, landscape, or architectural features.
- (8) All commercial ground-mounted heating, ventilation, and air conditioning (HVAC) equipment shall be screened with a structural and/or landscaped screen wall.
- (9) All project sign locations and design elements are exempt from the City's sign requirements and sign permits and shall be determined and approved by the DRC. These include the following:
 - (a) Project "Welcome" signs
 - (b) Primary entry wall features and signs
 - (c) Secondary entry wall features and identification signs
 - (d) Directional signs
 - (e) Occupant identification signs
- (10) All project lighting shall be designed to meet the guidelines established by the Illumination Engineer's Society (IES) to provide safe lighting levels, to the maximum extent possible as determined by the Florida-licensed design professional who prepares the lighting layout.

(C) Landscape Design Objectives

The overall objective of landscape design in the development is to create a unique and instantly recognizable setting with a consistent sense of design character for the various uses, facilities, and common areas within the community. The landscape may vary in character based on the specific architectural design. The scale and extent of the landscaping will reflect that of the building, site, and setting, as well as that of other sites in the vicinity. The consistency of the landscaping is intended to add an image of quality to the community and to unite the various uses and facilities within the project through consistency of materials and continuity of design.

The design of all landscaping and irrigation within the community will occur via a review and approval process administrated by the DRC. For optimum creativity and quality, this process must be somewhat subjective, thus a limited number of specific criteria can be cited herein. The design effect will be defined and perpetuated by completed areas within the community as they are built. The DRC will require the same design approach for all subsequent facilities in the project, including outparcels developed by others.

(D) Maintenance of Common Areas

Maintenance of structures and common areas, including landscape maintenance, within the development shall be owned and maintained by the POA, HOA, and/or a CDD, at no cost or obligation to the City. The Developer/owner shall create guidelines for the maintenance of common areas.

3.9. Street Names and Address Numbers

Street names and address numbers for dwelling units and places of business on all public and private streets shall be assigned by The Villages.

Chapter 4: Site Plan Regulations

4.1. Site Plan Review Process and Permits

(A) Site Plan Requirement

An approved site plan is required prior to the issuance of a building permit. It shall be unlawful for any person to construct, erect, or alter a building or structure or to develop land for which a site plan is required except in accordance with an approved site plan.

(B) Applicability

The requirement for site plan approval applies to all sites located within the ARD zoning classification.

(C) Pre-Design Meeting

It is recommended that each applicant have a pre-design conference with The Villages DRC prior to preparing plans and permit applications.

(D) Site Plan Application

Applicants seeking site plan approval shall submit an application to the City and The Villages DRC for a concurrent review.

(E) Permits

The applicant shall obtain permits from the City, The Villages DRC, the water management district, and FDEP as applicable prior to the issuance of a certificate of occupancy by the City.

(F) Expiration of Approvals

The approval of the site plan shall be valid for a period of 12 months. If the applicant has not obtained a permit for construction of the site within 12 months and if an extension of time has not been approved by the City Commission and The Villages DRC on a demonstration of good cause, approval shall be automatically revoked and the applicant must reapply under the provisions of this LDR.

(G) Plan Approval

The approved site plan shall be the governing document for all such development. Where there are conflicts or discrepancies with other city policies, procedures, ordinances, or regulations, the Villages DRC shall govern.

(H) Minor Site Plans

Minor site plans are required for nonresidential development that has been determined by the City to have limited potential for off-site impacts. Minor site plans may be approved by the Planning and Zoning Manager. Due to the limited off-site impacts, submittals are not required to provide all required information listed below. Refer to the minor site plan application for required submittals.

Minor site plans may apply to the following:

- (1) Additions to existing structures that are less than 50 percent of the total square footage of the existing structure and do not exceed 2,500 square feet,
- (2) Changes in use without addition to existing structures but require other on-site improvements such as stormwater or parking improvements, and/or
- (3) Accessory structures such as restroom facilities, dumpsters, pavilions, amenities, golf starter facilities, guard houses, etc. that adhere to the following criteria:

- (a) Does not exceed 2,500 square feet;
- (b) Restricted to one (1) story;
- (c) Consistent construction and architectural style as the primary structure.

4.2. Site Plan Requirements

(A) Layout

Site plans shall be prepared on sets of sheets with a minimum size of 18 inches by 24 inches. A key map or sheet must be provided for easy navigation through the individual sheets.

(B) Minimum Requirements

The applicant shall have a registered professional engineer prepare the plans and calculations in conformance with the format, design, and improvement standards required by these regulations and the requirements of other regulatory agencies. All submittals shall contain the following minimum standards:

- (1) Each applicable site plan sheet shall be prepared by a Florida licensed engineer or surveyor as the context requires.
- (2) All applications must be accompanied by proof of property ownership in the form of a copy of a deed or the most current property tax bill.
- (3) A topographic survey showing existing contour intervals of one foot for the site, extending 50 feet beyond the site boundary, where practical, and including water surface elevations for all water bodies and the date obtained; and proposed finished elevations based on the most recent United States Geodetic Survey topographic data (NAVD88), prepared by a professional surveyor licensed to do business in the State of Florida.
- (4) The scale must be no smaller than one inch equals 100 feet. Information may be combined in the drawings so long as they remain uncluttered and readable.
- (5) A vicinity map showing the location of the proposed site plan with relationships to surrounding streets and thoroughfares.
- (6) Title sheet must include:
 - (a) Location Map;
 - (b) Legal Description;
 - (c) Owner/consultant contact information including name, address, and phone numbers;
 - (d) Index list of sheets.
- (7) Geometry Plan must include – as applicable to the project:
 - (a) Site data;
 - Parcel area, pavement and building area, and open space area
 - Zoning
 - Proposed land use
 - Required and actual parking to be provided
 - Flood zones, if applicable
 - (b) Dimensions (including building dimensions);
 - (c) Sign locations;
 - (d) Dumpster pads with solid enclosures and solid gates are required. Food preparation businesses must install a dumpster pad drain connected to a grease interceptor;
 - (e) Boundary bearing and distances;
 - (f) Building setbacks;
 - (g) Handicap spaces and signs;

- (h) Traffic signs and striping - All traffic control signs (including handicap parking signs) must be installed on “decorative” posts in accordance with The Villages standards;
 - (i) Driveway pavement radii - All driveway entrance radii must be a minimum of 35 feet and all driveway exit radii must be 25 feet;
 - (j) Utility contacts.
- (8) Joint use easements for shared driveways, if applicable.
- (9) Grading and Drainage Plan must include:
 - (a) Existing topography - topographic surveys must be based on NAVD 88 datum;
 - (b) Proposed grades;
 - (c) Wetlands and/or surface waters;
 - (d) Storm sewer mains and inlets, including pipe lengths and percent grade;
 - (e) Finished floor elevations;
 - (f) Roof drains - downspouts are not allowed to discharge onto grass or landscape areas;
 - (g) Landscape berms;
 - (h) Proposed grading to streets, property lines, etc.
- (10) Utility Plan must include the following as applicable to the site:
 - (a) Water mains and service lines;
 - (b) Sanitary sewer system;
 - (c) Water meter and backflow prevention assembly locations and sizes;
 - (d) Street lights;
 - (e) Nearest fire hydrant location(s);
 - (f) FDC, if applicable - Above-ground backflow preventers are not permitted. Fire sprinkler system backflow preventers should be located in the vertical riser within the building;
 - (g) Grease interceptors – required in an external location for any business supplying food services.
- (11) Erosion and Sediment Control Plan – must include:
 - (a) Silt fencing;
 - (b) Inlet protection (on-site and off-site);
 - (c) Temporary gravel construction entrance.

4.3. Site Plan Permit Exemptions

The following project improvements are not required to obtain a permit from the City:

- (A) Stormwater earthwork plans;
- (B) Monument or directional signs;
- (C) Clearing and tree removal;
- (D) Site debris removal and burning;
- (E) Non-potable wells;
- (F) Onsite water, sewer, irrigation, and reuse infrastructure;
- (G) Walls/fences;
- (H) Lighting (photometric plans);
- (I) Landscape plans;
- (J) Demolition.

Chapter 5: Subdivision Regulations

5.1. General

(A) Subdivision Plan Requirement

An approved subdivision plan is required prior to the issuance of a building permit. It shall be unlawful for any person to construct, erect, or alter a building or structure or to develop or improve land for which a permit is required except in accordance with an approved subdivision/improvement plan. The requirement for a subdivision/improvement plan approval applies to all subdivisions located within the ARD zoning classification.

(B) Subdivision/Improvement Plan and Plat Application

Applicants seeking subdivision/improvement plan and/or plat approval shall submit an application to the City. The Developer may submit multiple projects for approval under a single application. The cover sheet shall state all projects seeking approval.

(C) Permits

The applicant shall obtain permits from the City, the water management district, and FDEP as applicable prior to the issuance of a certificate of occupancy by the City.

(D) Expiration of Approvals

The approval of the subdivision/improvement plan shall be valid for a period of 60 months. If the applicant has not obtained a permit for construction of the site within 60 months and if an extension of time has not been approved by the City Commission on a demonstration of good cause, approval shall be automatically revoked and the applicant must reapply under the provisions of this LDR or any subsequent code in effect.

(E) Garage or Carport

Minimum one (1) car parking shall be provided per residential unit for single family dwelling units

(F) Landscape or Photometric Plans

No landscape or photometric plans are required.

(G) Commercial Roadways and Subdivisions

Non-publicly dedicated roadways and non-residential subdivisions may be constructed from time to time pursuant to individual site plan approval without the need for platting.

5.2. Procedure for Subdividing Land

All submittals of plans and applications will be made to the City. There shall be two (2) stages for the approval of all subdivision plats. These stages are intended to allow for a full and adequate review by the City in order to ensure and protect the public interest. These two (2) stages include a subdivision/improvement plan and final plat.

The mylar, or equivalent material copy of the approved final plat, will be retained by the City for the purpose of recording with the Clerk of the Courts of Lake County after approval by the City Commission. All fees and documents required by the Clerk for filing and recording of the approved final plat shall be transmitted through the Community Development Department to the County Clerk within three (3) days when final approval is received. No plat of lands in the City subject to this LDR shall be recorded, whether as an independent instrument or by attachment to another instrument entitled to record, unless and until such plat has been approved by the City Commission.

5.3. Lot Split/Lot Line Deviation

(A) Application Process

The following items and application fees are required when applying for a lot split or deviation. All submittals are to be sent to the City of Leesburg, Community Development Department for approval. All information must be supplied in digital format in accordance with the City's digital submittal standards.

(B) Submission Requirements

- (1) Application form provided by City (Appendix 2)
- (2) A boundary survey for all parcels that includes and identifies the following:
 - (a) Overall legal description of the original parcel
 - (b) Legal description of each parcel created
 - (c) Legal description of all existing and created easements
 - (d) All existing structures and improvements
 - (e) 100-year flood zone and elevation
 - (f) Jurisdictional wetland line and/or environmental easement
- (3) Copy of the property record card or recorded warranty deed(s)
- (4) Lot split review fee

5.4. Subdivision/Improvement Plan Submittal Requirements

(A) Layout

Subdivision/improvement plans shall be prepared on sheets with a minimum size of 18 inches by 24 inches. A key map or sheet must be provided for easy navigation through the individual sheets.

(B) Minimum Requirements

The applicant shall have a registered professional engineer prepare the plans and calculations in conformance with the format, design, and improvement standards required by these regulations and the requirements of other regulatory agencies. All submittals shall contain the following at a minimum:

- (1) Title with the following information:
 - (a) Proposed subdivision name;
 - (b) Section, township, and range of the property;
 - (c) Date of preparation.
- (2) Scale and north arrow;
- (3) Vicinity map showing relationship between area proposed for development and surrounding properties, streets, and landmarks;
- (4) Legend showing information such as zoning, acreage to be subdivided, number of lots, phase number, and datum;
- (5) Legal description and tax identification of the lands to be subdivided; if multiple subdivisions are submitted under a single application, the overall legal description including all projects shall be provided;
- (6) Certification of registered professional engineer;
- (7) Contact information of the property owner, surveyor, and engineer;
- (8) Bearings and distances of boundary lines with a thicker line;
- (9) Location, width, and purpose of existing and proposed easements and rights-of-way;
- (10) The lot lines, typical lot dimensions, and lot numbers shall be shown;

- (11) Identification of existing and proposed streets on and adjacent to the tract to be subdivided including: the name, right-of-way width and location; approximate grades and gradients; type, width, and elevation of surfacing; and legally established centerline elevations, sidewalks, paths, curbs, gutters, culverts, etc., as applicable. Locations of all median openings in the vicinity and access points on both sides of all abutting roadways must also be shown;
- (12) Identification of existing and proposed utilities on and adjacent to the tract to be subdivided, including storm, sanitary sewer, water, irrigation, and reuse plans as applicable;
- (13) Contours at a minimum of one-foot intervals for the tract being subdivided and extending 25 feet beyond the property line;
- (14) The pipe utility systems (i.e. potable water, sanitary sewer, reuse, irrigation) for each project shall be shown on a master plan. The master plan shall indicate the general locations of all easements, mains, manholes, valves, hydrants, services, and service laterals with respect to the proposed development improvements and the existing systems. Main sizes shall be indicated on the master plan;

5.5. Final Plat Submittal Requirements

(A) Final Plat Map

The required submittals, meeting the legal requirements of platting, of the final plat shall consist of a fully-executed, correct plat map, meeting all state and City standards. The final plat shall be drawn with black drawing ink on mylar, using sheets sized 24 inches by 36 inches at a scale of sufficient size to show all detail. Each sheet shall have a marginal line completely around the sheet placed to leave three-inch binding margin on the left and one-half inch margin on the other three (3) sides. Final plats shall meet all the requirements of F.S. Chapter 177 and shall be so certified by the Professional Surveyor/Mapper.

(B) Additional Required Submittals

Approval of the final plat shall be made only pursuant to certification of adequacy of the following list of required submittals by the City:

- (1) Copies of the maps shall be submitted to the Community Development Department. The sheet size shall be 24 inches by 36 inches unless another size is approved. In lieu of as-built construction drawings, one (1) of the following may be submitted: escrow agreement, performance bond, Developer's surety company completion bond, or Developer's cash completion bond.
- (2) The approval of any subdivision plan shall be subject to the applicant guaranteeing the installation and maintenance of the required improvements, where facilities are to be conveyed to the City, by filing a performance bond or bonds executed by an approved surety company in the amount of 120 percent of the construction costs, including landfill costs. Costs for construction shall be determined by an estimate by the applicant's engineer, or a copy of the actual construction contracts as provided. Subdivisions being developed in a CDD shall be exempt from performance bonds.
- (3) In all cases where public improvements occur, a two-year maintenance bond in the amount of 20 percent of the construction costs must be submitted. In lieu of a surety, a cashier's check or certified check may be used as the form of guaranty when accompanied by a maintenance bond agreement. The amounts of the performance and maintenance bond must be approved as adequate by the City. At the conclusion of the two-year maintenance period, the Developer may petition the City to release the maintenance

bond. The City will inspect the public improvements and issue a determination of any public improvements covered by the bond that are in need of repair. Upon verification that all repairs have been made, the City will release the maintenance bond. Subdivisions and roadways being developed in a CDD shall be exempt from maintenance bonds.

- (4) Upon submittal by the Developer's engineer of a Certification of Completion stating that the work was constructed under their observation, and has been completed in substantial conformance with the approved development plans and in compliance with the requirements of this LDR; the City will have five (5) working days to provide Developer with a letter of approval. The date of the letter of approval from the City will begin the two-year maintenance period. 90 days before the two-year maintenance period is up, the Developer will notice the City that the two-year maintenance period is up. 30 days before the 90 day period ends, the City will inspect and either provide a punch list items or approval and begin maintenance of the roadway at the end of the two-year period.
- (5) Any protective deed covenants to be placed on the property shall be notarized and in a form suitable for recording.
- (6) A certificate of ownership, signed by a licensed attorney-at-law or an abstract company, in accordance with Florida statute in a form approved by the City Attorney.
- (7) If there is a HOA, then an agreement outlining the supervision and maintenance of all common areas within the subdivision.
- (8) Copies of all applicable permits (i.e. driveway, water management district, County, FDOT, etc) shall be provided.

(C) Clerk of Circuit Court Recording

Within three (3) days, the approved plat shall be submitted to the Clerk of Circuit Court for recording with the recording fee. At the time of recording, the following shall be submitted to the Clerk for distribution:

- (9) The original mylar, final plat and three (3) mylar copies to be contained within the Clerk's original plat book, and
- (10) An additional copy of the final plat for public record.

5.6. Completion and Inspection of Improvements

All physical improvements (including all utilities) shall be installed in accordance with the approved improvement plan. The applicant shall notify the City as to all plan modifications during construction if field conditions, or other circumstances, necessitate changes. The improvements may be completed by one (1) of the following:

- (A) Prior to the filing of the final plat for approval;
- (B) Surety performance bond, if applicable;
With the City Commission's approval, the Developer, in lieu of completing the improvements as stated above, shall furnish a surety performance bond to the Commission for and on behalf of the City. The bond should be sufficient to cover the cost of remaining uncompleted improvements required to be installed by the subdivider. Subdivisions and roadways being developed in a CDD shall be exempt from performance bonds.
- (C) Permanent Reference Monuments (PRMs), Permanent Control Points (PCPs), and other corners set in accordance with chapter 177 Florida Statutes; and/or
- (D) The plat shall be reviewed for conformity to F.S. Chapter 177 by a Professional Surveyor and Mapper either employed by the City or under contract to the City, and evidence of such review

shall be placed on the plat. Field verification of any points or measurements shown on the plat will not be required for said review.

5.7. Model Homes

Except as otherwise provided for in this section, no building permit shall be issued until such time as a certificate of completion has been issued by the City Engineer and final plat approval has been obtained. A developer may be allowed to obtain building permits on up to 49 percent of the approved lots within a proposed subdivision prior to the issuance of a certificate of completion by the City and final plat approval. A CO will not be issued on any model home permitted by this section until the City has issued a certificate of completion.

Chapter 6: Technical Standards

6.1. Potable Water

The specifications for the construction of the potable water system can be found within the latest edition of The Villages Construction and Development Manual (Appendix 1). The specifications shall meet FDEP criteria. The level of service for an Equivalent Residential Unit (ERU) for the potable water system is 86 gallons per day (gpd) on an average annual basis. The design criteria for the potable water system include the following:

(A) Water Valves

Water valves shall be provided as stated below for all branch connections, loop ends, fire hydrant stubs, or other locations, as required to provide an operable, easily maintained, and repaired water distribution system.

- (1) Valves are to be placed so that the maximum allowable length of the water main required to be shut down for repair work is 500 feet for pipe sections with customer services or 1,000 feet for pipe sections without customer services.
- (2) Valves are to be placed on all new fire hydrant stubs; at both ends of all jack and bore crossings; and at both ends of crossings of streets classified as major collector roads, arterial roads, or with three (3) or more thru lanes of traffic.
- (3) As a general rule, the placement of the valves at a branch connection shall be downstream of the source of water.
- (4) Gate valves shall be used for water mains with a diameter up to and including 12 inches and butterfly valves shall be used for water mains with a diameter of 16 inches or greater.
- (5) Air release valves (ARVs) shall be installed on all transmission mains where the change in elevation is equal to or greater than 0.5 times the diameter of the water main.
- (6) Two-inch blow off valves shall be installed on all terminating mains that do not include a fire hydrant.

(B) Water Mains

- (1) Water mains shall be sized appropriately to meet the minimum design pressure and required fire flow.
- (2) Minimum depth of all water mains shall be three-feet from the top of pipe to finished grade.
- (3) All water mains, other than individual service lines, shall be looped where practical.

(C) Fire Hydrants

Where fire hydrants or fire systems are to be installed, the minimum diameter water main serving the hydrant shall be six (6) inches for looped lines and eight (8) inches for dead end lines. A maximum of two (2) fire hydrants shall be allowed on a looped six-inch water main and no more than one (1) hydrant on a dead end eight-inch water main. All hydrant connections off the water mains shall be six (6) inches in diameter. Fire hydrants shall be provided and approved by the appropriate fire department having jurisdiction over the project area.

(D) Design Calculations

Design calculations, prepared by a registered professional engineer, shall be submitted to the utility provider for review concurrent with the plans that demonstrate the capability of the proposed potable water system of providing the required fire hydrant flow (minimum 1,000 gpm) plus maximum day customer demand flow at all parts of the system. The design calculations shall demonstrate the expected operating pressures for the water system. The working pressures within the system shall not exceed the pressure class of the pipe with a 1.5 safety factor. All

pressure connections on the existing system used for calculation purposes shall be based upon a recent fire hydrant flow test, water treatment plant operating data, etc. Water main capacity shall be designed to maintain a minimum pressure of 25 pounds per square inch (psi) at street level under all fire flow conditions.

(E) Water Services

Water services shall be installed on each lot and may be either single or double type services for subdivision lots, both residential and commercial.

(F) Separation Between Sanitary Sewers and Water Mains

The minimum horizontal separation between sanitary sewers and existing or proposed water mains shall in accordance with FDEP regulations.

6.2. Sanitary Sewer

The specifications for the construction of the sanitary sewer system can found within The Villages Construction and Development Manual, latest edition. The level of service for an ERU for the sanitary sewer system is 86 gpd on an average annual basis. The specifications shall meet FDEP criteria and minimum pipe slopes listed in Table 6-1. The design criterion for the sanitary sewer system is as follows:

(A) Manhole Connection

A drop manhole connection shall be required for all inverts 24 inches or more above the floor of the manhole.

(B) Service Lines

Unless otherwise approved by the Utility, service lines from the property line to the collection sewer shall be at a minimum depth of three (3) feet at the property line and shall be laid to straight alignment and uniform slope compliant with FDEP regulations. All service lines shall be at least four (4) inches in diameter. Cleanouts shall be provided as determined by the engineer of record, but shall not be spaced greater than 100 feet.

(C) Air Release Valves

ARVs shall be provided in high spots of force mains as shown on the drawings or as directed. If obstructions are encountered during construction that cause a dip and a consequent sharp rise in the force main, then an air release valve shall be installed at the newly created high point upstream from the dip.

(D) Design Considerations

- (1) Sewers 24 inches in diameter or less shall be installed with straight alignment and grade between manholes.
- (2) Manhole spacing shall not exceed 400 feet for sewer mains 15 inches or less, and 500 feet for sizes larger.
- (3) All sanitary sewer mains shall terminate in manholes.
- (4) All manholes and sewers shall be located in public rights-of-way or assigned easements.

(E) Sanitary Sewer Easements

Sanitary sewer easements shall be required for all gravity sanitary sewer lines which are not in a public right-of-way. Easements shall be a minimum of 10 feet wide for sanitary sewers that are not more than 10 feet deep. For sewers that are more than 10 feet deep, the easement shall be a minimum of 20 feet wide. The utility provider may approve a narrower easement.

(F) Sewer Main Dimensions

Sewer main pipe diameters shall be a minimum of eight (8) inches in diameter. Sewer service laterals shall be a minimum of four (4) inches in diameter.

(G) Mean Velocities

Sewer mains and laterals shall be designed and constructed to give mean velocities, when flowing full, of not less than two feet per second based on the Manning formula using an “n” value of 0.013.

Table 6-1: Minimum Pipe Slopes

Pipe Diameter	Minimum Slope (%)
4/6-in (building sewer or sewer lateral)	1.00
8-in (gravity sewer main)	0.40
10-in (gravity sewer main)	0.28
12-in (gravity sewer main)	0.22

(H) Sewer Main Cover

Sewer mains shall maintain a minimum cover of 36 inches. The depth of cover shall be measured from the top of sewer main to the finished grade directly above the pipe.

(I) Manholes

Manholes shall have a maximum spacing between sewer manholes shall not exceed 400 feet for sewer mains 15 inches or less and 500 feet for sizes larger. A manhole shall be required for all changes in slope or alignment.

(J) Lateral Length

Lateral length shall be limited to a maximum of 150 feet. Cleanouts shall be provided at a minimum of every 100 feet.

(K) Force Mains

Force mains shall be designed to maintain a minimum velocity of two feet per second. Temporary conditions may allow lower velocities with approval from the utility provider. The working pressures within the system shall not exceed the pressure class of the pipe with a 2.0 safety factor.

(L) Valves

Valves shall be installed on all subsidiary force mains at the point of connection to the major main.

(M) Generators

Generators at sanitary lift stations shall be installed per the utility provider’s discretion.

(N) Grease Interceptors

Grease interceptors shall be installed in exterior locations per MEP recommendations and subject to The Villages DRC approval.

(O) Irrigation/Reuse/Stormwater Force mains

The City acknowledges that the applicable utility may utilize the public stormwater conveyance system to transfer captured stormwater and treated reuse within the stormwater basins via gravity flow and pressure pipes to improve water conservation.

6.3. Drainage and Stormwater Management

The Stormwater Management System shall meet the criteria of the water management district and The Villages DRC.

(A) Types and Requirements

Where drainage pipes are utilized, the following standards apply:

- (1) Storm sewers shall be constructed with FDOT approved material in areas owned and maintained by the City. An inlet or manhole is required at each change of alignment or grade (not to include yard drainage systems);
- (2) The following maximum lengths of pipe listed in Table 6-2 shall be used when spacing access structures of any type:

Table 6-2: Pipe Lengths

Pipe Diameter (in)	Maximum Pipe Length (ft)
Less than 18	300
24 - 36	400
Greater than 42	500

(B) Minimum Requirements for Stormwater Conveyance System Design

- (1) All storm sewer systems and culverts shall be designed taking into consideration the tailwater of the receiving facility or water body. The tailwater elevation used shall be based on the tailwater elevation of the receiving water body at the peak time of the design storm. Alternatively, the tailwater may be assumed to be the design high water elevation of the receiving water body for the design storm. Table 6-3 lists the minimum requirements for conveyance system design.

Table 6-3: Minimum Requirements for On-Site Stormwater Conveyance Systems

Facility	Frequency and Duration
Principal arterial bridges and evacuation routes	100-year 24 hours
Canals, ditches, swales, storm drains or culverts for drainage internal to the development	10-year 24 hours

- (2) The hydraulic gradient line for the storm sewer system shall be computed taking into consideration the design tailwater on the system and the energy losses associated with entrance into and exit from the system, friction through the system, and turbulence in the individual manholes, catch basins, and junctions within the system.
- (3) The minimum design criteria to be utilized for the design of pavement drainage are listed in Table 6-4.

Table 6-4: Pavement and Drainage Criteria

Facility	Frequency and Duration
Arterial streets	10-year, 24-hour, hydraulic gradient line 1.0 foot below the gutter flowline
Collector and local streets	10-year, 24-hour, hydraulic gradient line 0.5 feet below the gutter flowline

(C) Erosion protection

Standard practices shall be used to prevent erosion and the depositing of soil off-site pursuant to the requirements of the FDEP Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

(D) Maintenance

Except for those stormwater management systems with the City's right-of-way, the City shall have no obligation for the maintenance of stormwater management systems and the Developer, or its assignees, hereby assumes maintenance of all improvements.

6.4. Roads and Sidewalks**(A) Roads**

Roads within a subdivision or other development shall be classified as public roads. All roadways and road rights-of-way will be dedicated to the City. The City will maintain all improvements within the right-of-way which include, but are not limited to, pavement, pavers, bridges, tunnels, storm drains, sidewalks, curbing, street lights, traffic signals, and all required Manual on Uniform Traffic Control Devices (MUTCD) street signs.

(1) Public Roads

- (a) As part of the review and approval of a public road subdivision, the City shall require that roads be designed, constructed, and paved to specifications within the latest edition of The Villages Construction and Development Manual.
- (b) The access points to the project may be gated with resident-only gates by the Developer or its successors or assignees. All gates will open with a push button system allowing vehicular traffic to enter the development. All gates will allow public access.
- (c) Roadways within the VOWL will not be required to connect to any properties or project not owned by the same developer.

(2) Commercial Roadway Projects

The layout for roadways within the property shall be depicted and approved on an individual basis. No minimum road centerline gradient is required where roadway drainage is provided that will prevent excess buildup of stormwater runoff and protect public safety. For non-residential access to Major Collector Roadways see Table 6.5 below.

Table 6-5: Non-Residential Access to Collector/Arterial Roadways

Speed Limit (mph)	Spacing (Ft)
35 or less	245
36-45	440
Over 45	660

(3) Golf Cars

Golf cars are allowed to utilize the roadways within the project for all roadways signed 30 miles per hour or less. Golf car access to or from city streets or multimodal paths outside the development are prohibited unless explicitly approved by the Developer or its successors or assignees.

(B) Design Standards

- (1) Cul-de-sac diameters to the right-of-way line shall not be less than 100 feet with a pavement radius of 40 feet.
- (2) Dead end rights-of-way with a cul-de-sac at the terminal end shall not exceed 1,500 feet. Subdivisions with a dead end shall not require a turnaround for 250 feet.
- (3) Corner radii at the intersection of two rights-of-way shall be not less than 10 feet. Minimum edge of pavement radii shall be 25 feet for residential subdivisions and 35 feet for commercial or industrial subdivisions.
- (4) A paved approach apron shall be constructed where a non-paved drive or road intersects with a paved road. Driveway grade shall be a maximum of 10 percent for commercial and 25 percent for residential.
- (5) Roadway centerline radii in residential subdivisions shall be designed in accordance with Table 6-6. Minimum centerline radii and other geometric design criteria shall be in accordance with Chapter 16 of the FDOT Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways, latest edition.

Table 6-6: Minimum Centerline Radius Criteria

Roadway	Minimum Posted Speed Limit (mph)*	Minimum Intersection Spacing (Ft)	Minimum Centerline Radius (Ft)
Local Residential	10	<20 or >100	25
Local Collector	30	100	275
Arterial Road	35	330	**

*unless otherwise posted

** Per the FDOT Design Manual

- (6) Minimum intersection spacing shall be 100 feet.
- (7) Tracts, easements, and other similar areas that are adjacent to the right of way can be combined with the right of way to meet minimum ROW width criteria as stated in Table 6-7 below.
- (8) Roadways with inverted crown are not required to have curb.
- (9) Roadway Standards following Guidelines for Geometric Design of Low-Volume Roads are acceptable as well as FDOT Greenbook. No vertical curves are required when the algebraic difference is less than 2%.

Table 6-7: Right-Of-Way Widths

Street Type	ROW Width (ft)	Roadway Lane Widths (ft)	Width of Pavement (ft)	Sidewalk
Local Residential	35	10	20	*
Local Collector	35	10	20	*
Arterial	80	11	22	*
Note: This table applies for new construction. Maintenance projects shall attempt to satisfy these requirements as deemed practical. *Sidewalk widths and locations shall be per developer.				

(C) Driveway Access

- (1) There are no restrictions on the placement of residential driveways near intersections. However, residential driveways shall be placed on the minor street.

(D) Sidewalk and trail placement is per the Developer's discretion.

(E) Sign and Pavement Markings

- (1) Signing and marking plans shall be required to show size, location, materials, and message of all devices.
- (2) The design engineer shall design the project plans providing for installation of signs as per the requirements of this LDR. Street signs are required at every intersection. Stop signs and stop bars requiring vehicles to stop are required on the minor street at all intersections. All stop signs shall be high intensity grade. Stop signs may be 30 inches on arterial/collector roadways and 24 inches on local streets. A 30 inch stop sign shall be used when transitioning from a local street to an arterial/collector street. Signs establishing maximum speed limit are required on collector roads at intervals not to exceed 2,000 feet and at the entrance to the subdivision. Project wide speed limit signs on major roadways (i.e. CR 470) are an acceptable replacement for speed limit signs within each subdivision. The speed limit shall be determined by the project engineer in accordance with Section 316.183 and 316.18, Florida Statutes, and the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Highways, Roads, and Streets in Florida, Florida D.O.T., latest edition. Dead end signs shall be erected at the beginning intersection of all discontinuous roads. No outlet signs shall be erected at the entrance intersection when an intersection is the only outlet from a street network.
- (3) All sign sizes, colors, mounting heights, etc. shall be in accordance with the latest edition of The Villages Construction and Development Manual.
- (4) All pavement centerline and edge markings Private or Public Roads shall be four-inch wide paint, in accordance with FDOT specifications. Stop bars shall be 24 inches wide. All other pavement marking dimensions shall comply with the MUTCD and FDOT Standard Index, latest revision.

6.5. Parking Requirements

Table 6-9 lists the minimum standards for off-street parking within the development.

Table 6-9: Minimum Standards for Off-Street Parking Requirements

Land Use	Required Parking Spaces Per Indicated Areas
Bowling Alley	3.0 Per lane
Church/Synagogue	1.0 Per 3 seats
Fiduciary Institutions	1.0 Per 300 square feet gross floor area (GFA)
Hotel	1.1 per sleeping room or rental unit
Industrial	1.0 Per 750 square feet GFA
Manufacturing	1.0 Per 750 square feet GFA devoted to manufacturing
Medical Center	1.0 Per 250 square feet GFA
Assisted Living/Skilled Nursing Facility/Memory Care	1.0 Per 4 beds
Independent Living Facility	To be determined by specific occupancy
Nightclub/Bar	1.0 Per 2.5 seats
Offices	3.0 Per 1,000 square feet GFA
Restaurant and Fast Food Establishment	1.0 Per 125 square feet of gross leasable area or 1 Per 2.5 seats, whichever is greater
Multi-Family Residential Units	1.5 Per 1.0 units
Commercial or general retail independently located	1.0 Per 250 square feet of gross leasable area
Golf Driving Range	1.0 space per tee
Recreational Use	To be determined by specific occupancy
Public/Institutional Use	To be determined by specific occupancy
Mixed Use Shopping Center Under 400,000 square feet gross leasable area (GLA)	3.5 Per 1,000 square feet GLA
Mixed Use Shopping Center Over 400,000 square feet GLA	3.0 Per 1,000 square feet GLA
Storage areas	1.0 Per 2,000 square feet GLA
Theater	1.0 Per 4 seats
Warehouse	1.0 Per 3,000 square feet GFA

(A) Habitable Building Area

Habitable Building Area shall not include stairways, alcoves, elevator and elevator shafts, mechanical closets, and similar areas of a building. Parking within the development shall be measured on an aggregate basis, and at the time of site plan submittal. The owner shall also supply documentation indicating that sufficient parking is currently provided, or will be constructed, pursuant to the project depicted in the site plan.

(B) Reconstruction

Once a structure has been constructed and parking provided pursuant to the requirements set forth in this LDR, any subsequent reconstruction of the building not increasing the square footage of Habitable Building Area will not be required to document or comply with any parking requirement.

(C) Loading, Unloading Zones and Stacking

Parking areas may be used as loading and unloading zones without striping or demarcation. Appropriate stacking distances shall be provided for drive thru facilities.

(D) On-Street Parking

On-street parallel parking may be constructed with a minimum width of eight (8) feet and a length of 22 feet.

(E) Modification of Parking Requirements

Historical parking criteria can be used to modify the parking requirements and shall be approved by The Villages DRC. No approval from the City is required to modify parking criteria within this LDR.

(F) Parking Space Dimensions

The minimum parking space shall be 10 feet in width by 18 feet in length. Parking spaces for the physical handicapped shall comply with the requirements of the Florida Building Code.

(G) Garage or Carport

Minimum one-car parking shall be provided per residential unit. A one-car garage or carport and driveway combination shall count as off-street parking spaces.

(H) All Other Proposed Uses

Any proposed use not found within this section shall defer to The Villages DRC.

6.6. Tree Protection

The Developer is exempt from tree protection criteria.

Appendix 1: The Villages Construction and Development Manual, Latest Edition

[UNDER SEPARATE COVER]

Appendix 2: Development and Plat Application

**Appendix 3: Engineer's Certification of Satisfactory Completion and
Final Construction Clearance Procedure**

Appendix 4: Electronic Application Submittal

City of Leesburg, Florida
Planning & Zoning Department
204 5th Street, Leesburg, FL 34748
Tel: 352.728.9760



Development and Plat Application

Project Name: _____

*A project name is required for all submissions. Please choose a unique name for your project.

Application Type:

___ Final Plat ___ Improvement/Subdivision Plan
___ ROW/Plat Vacate ___ Lot Split
___ Replat of Subdivision ___ Site Plan

Contact Information:

Applicant Name: _____ Phone: _____

Address: _____ Email: _____

Owner Name: _____ Phone: _____

Address: _____ Email: _____

Engineer Name: _____ Phone: _____

Address: _____ Email: _____

Property and Project Information:

Property Address: _____

List Parcel Number(s): _____

Current Property Use: _____ Proposed Use of Property: _____

Current Future Land Use: _____ Current Zoning: _____

Required Submittal Items:

****All items will be submitted by electronic means; ie, "BOX" or FTP Site****

___ Development Services Application ___ Plans (24" x 36")
___ Legal Description (Microsoft Word Format) ___ Stormwater / Drainage Calculations (as applicable)
___ Final Plat (and supporting documentation)

Applicant Signature: _____ Date: _____

If application is being submitted by any person other than the legal owner(s) of the property, the applicant must provide a notarized Authorized Agent form from the owner to submit application.



City of Leesburg, Florida
Planning & Zoning Department
204 5th Street, Leesburg, FL 34748
Tel: 352.728.9760
www.leesburgflorida.gov

Engineer's Certification of Satisfactory Completion

City of Leesburg
204 N. 5th Street
Leesburg, Florida 34748

Project Name: _____

Phase: _____

In my professional opinion and to the best of my knowledge, information, and belief, the above referenced project has been completed in general conformance with the final engineering plans approved by the City of Leesburg.

Should you have any questions or comments regarding this matter, please feel free to contact our office.

Farner Barley and Associates, Inc.

By: _____

(Typed Name)

SEAL REQUIRED

Registered Engineer No. _____

STATE OF FLORIDA

Date: _____



Final Construction Clearance Procedures

Project Name: _____

Submittal requirements prior to issuance of Building Certificates of Occupancy (C.O.)

The following items are required to be submitted to the City in one complete package by electronic means; ie, "BOX or FTP Site.

_____ One (1) Engineer of Record Certification of Completion form

_____ One (1) 24" x 36" Record Drawing Plans

_____ One (1) SHA-1 Form

TO BE PROVIDED WITHIN 90 DAYS OF ISSUANCE OF C.O.:

Additional submittal requirements subsequent to issuance of Building Certificates of Occupancy (C.O.).

1. **Final As-Built Plans**
2. **Final Clearance of Potable Water and Sanitary Sewer Systems by FDEP**
3. **Letter certifying that the constructed stormwater ponds have adequate volume for the project being certified complete**

The licensee must retain the hardcopy.

Upload completed Engineer's Certification of Satisfactory Completion form and submittal package, properly signed, sealed and dated to the ["BOX"](#).

ELECTRONIC APPLICATION SUBMITTAL

Name of the project: _____

P.E. Name: _____

P.E. Number: _____

Date of Document Sealing: _____

P.E. Contact information Mailing Address: _____

Telephone #: _____

Email Address: _____

Name of Document

SHA-1 Authentication codes (Digest and Public Key)

PE Certification Statement, Signature, Seal and Date _____

(SEAL)

MEMORANDUM

To: Martin L. Dzuro
The Villages

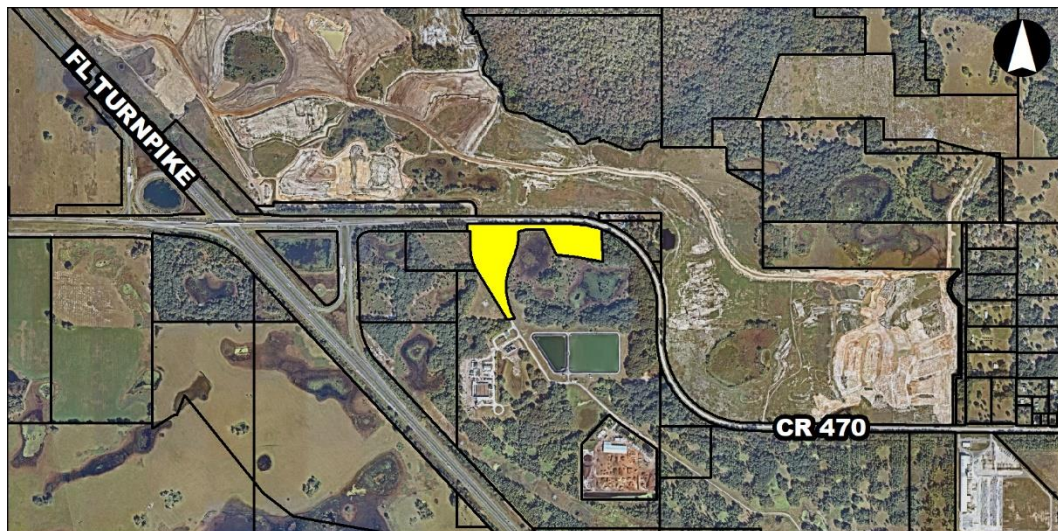
From: Richard Barr, AICP
Kimley-Horn and Associates, Inc.

Date: September 12, 2022

Subject: Fifth Amendment to The Villages of West Lake
Transportation Analysis

This memorandum is in support of submittals for the Fifth Amendment to The Villages of West Lake in the City of Leesburg, Florida. The Villages of West Lake Fifth Amendment area is composed of:

- One (1) 18-acre parcel located north of Florida's Turnpike and south of CR 470. The parcel is currently designated as Institutional on the City's Future Land Use Map and was previously part of the City of Leesburg sprayfield property.



The Fifth Amendment includes the re-designation of this parcel to an age-restricted development (ARD) land use category on the City's Future Land Use Map. The ARD category limits the land use to an age-restricted community like The Villages, uniquely characterized by mixed land uses, an abundance of on-site amenities and social/recreational opportunities, and superior travel connectivity for various travel modes throughout the community.

However, the Fifth Amendment proposes no new land use intensities in addition to what is currently approved for The Villages of West Lake. The current cumulative land use approved for the Villages of West Lake (and proposed for the Fifth Amendment) are as follows:

- 14,185 residential dwelling units
- 4,100,000 square feet of non-residential use

As the Fifth Amendment does not increase land use intensities from what is currently approved for The Villages of West Lake, no additional transportation impacts on the overall area roadway network are expected due to the Fifth Amendment.

Furthermore, as there is no change in land use intensities from what is currently approved for The Villages of West Lake, the Fifth Amendment is actually a reduction of development that the Fifth Amendment parcels are currently entitled for on the City's Future Land Use Map.

As is typical with long range planning, The Villages will continue partnerships and coordination with the Florida Department of Transportation (FDOT), Lake-Sumter Metropolitan Planning Organization (MPO), and others beyond this Fifth Amendment submittal to monitor the impacts of development to identify actual roadway needs in the future.

If you have any questions or need additional information, please feel free to contact me at 850-553-3500 or by email at richard.barr@kimley-horn.com.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.6.

Meeting Date: January 9, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, to modify the Chapter 163 Development Agreement between The Villages of West Lake, Area B; for the development of approximately 1230 acres; providing a binding agreement and amendments for long term development; including but not limited to density, intensity, land uses and process; approving development rights and land development regulations; for a property generally located near Florida's Turnpike, the Lake and Sumter County line; and east and west of County Road 48; as legally described in Sections 31, Township 20 South, Range 24 East; and Sections 5, 6, and 7, Township 21 South, Range 24 East, Lake County, Florida; and providing an effective date. (VOWL 163B Amendment 2023)

Staff Recommendation:

Staff recommends approval of the request to amend the Chapter 163 Agreement for Area B for The Villages at West Lake.

Analysis:

Chapter 163.3220-163.3243, Florida Statutes, is known as the "Florida Local Government Development Agreement Act." This area of law is intended to authorize local governments to enter into agreements with developers to create provisions for specific long term certainty regarding development rights and responsibilities for all concerned, to include the local government, the developer as well as the general public. Both the City of Leesburg and the Villages Land Company, LLC, by entering into, or amending such an agreement, incur specific obligations regarding development rights, land uses, density and intensity of development, plus other issues which may address or obligate terms to each party. In the event of an amendment, the City Commission has review authority.

In the review of this document, which is specific to "Area B", staff found only minor wording changes and clarifications which do not substantially alter or impact the overall conditions or terms of the currently approved Chapter 163 Agreement between the City of Leesburg and The Villages Land Company, LLC.

Procurement Analysis:

N/A

Options:

1. Approve the request to amend the Chapter 163 Agreement for Area B of The Villages of West Lake; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact for this action. Future development of this property will have a significant positive impact on the City of Leesburg from ad valorem taxes, and utility fees.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, TO MODIFY THE CHAPTER 163 DEVELOPMENT AGREEMENT BETWEEN THE VILLAGES OF WEST LAKE, AREA B; FOR THE DEVELOPMENT OF APPROXIMATELY 1230 ACRES; PROVIDING A BINDING AGREEMENT AND AMENDMENTS FOR LONG TERM DEVELOPMENT; INCLUDING BUT NOT LIMITED TO DENSITY, INTENSITY, LAND USES AND PROCESS; APPROVING DEVELOPMENT RIGHTS AND LAND DEVELOPMENT REGULATIONS; FOR A PROPERTY GENERALLY LOCATED NEAR FLORIDA'S TURNPIKE, THE LAKE AND SUMTER COUNTY LINE; AND EAST AND WEST OF COUNTY ROAD 48; AS LEGALLY DESCRIBED IN SECTIONS 31, TOWNSHIP 20 SOUTH, RANGE 24 EAST; AND SECTIONS 5, 6, AND 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (VOWL 163B AMENDMENT 2023)

BE IT ENACTED BY THE PEOPLE OF LEESBURG, FLORIDA:

Section 1.

Based upon the petition of The Villages Land Company, LLC;

THAT the Mayor and City Clerk are hereby authorized to execute a Development Agreement with **THE VILLAGES LAND COMPANY, LLC, whose address is 3619 Keissel Road, The Villages, Florida, 32163** for a development agreement pursuant to Chapter 163.3220 - 163.3243, Florida Statutes.

THAT this ordinance shall become effective upon approval by the City Commission and execution by the Mayor and City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____ 2023.

Mayor

ATTEST:

City Clerk

**THE VILLAGES OF WEST LAKE AREA B
CHAPTER 163 DEVELOPMENT AGREEMENT**

This Development Agreement (referred to as the or this “Agreement”) made this _____ day of _____, 2023, by and between The Villages Land Company, LLC, a Florida limited liability company, (hereinafter referred to as “VLC” and sometimes as “Developer”, or “Master Developer” as hereafter described), whose mailing address is 3619 Kiessel Road, The Villages, Florida 32163 and the City of Leesburg, a Florida municipal corporation whose mailing address is 501 West Meadow Street, Leesburg, Florida 34749 (hereinafter referred as “City” or “Leesburg”). The City and VLC may sometimes be referred to collectively herein as the “Parties”.

WITNESSETH

WHEREAS, The Villages of Lake-Sumter, Inc., has served as the developer of the Villages of Sumter Development of Regional Impact (DRI), the Villages of Marion Florida Quality Development (FQD), the Tri-County Villages DRI, the Villages of Fruitland Park DRI, The Villages of Wildwood DRI, The Village of Fenney, The Villages of Southern Oaks and The Villages of West Lake together commonly known and referred to as “The Villages”; and

WHEREAS, The Villages have been developed as a self-contained age restricted community with amenities and services on site to meet the needs of its residents, including the provision of mixed use town centers and internal multi-use paths to minimize the use of the automobile; and

WHEREAS, The Villages has developed into a well-designed community with a population of over one hundred twenty-five thousand (125,000) with significant recreational opportunities on-site and approximately 6 million square feet of non-residential development. This non-residential development has also provided new commercial development that has served and continues to serve portions of Sumter, Lake and Marion Counties; and

WHEREAS, the properties within the existing portions of The Villages are proceeding to buildout; and

WHEREAS, VLC has acquired property in south Leesburg that has been designated Age Restricted Development (ARD) on the City’s Future Land Use Map (FLUM) and is referred to as The Villages of West Lake (herein after referred to as the “Property” or the “Project”); and

WHEREAS, the City’s Comprehensive Plan includes Future Land Use Element Policy 1.1.6 which is a site-specific policy that establishes development requirements for the Project. Policy 1.1.6 refers to The Villages of West Lake Area B Chapter 163 Development Agreement which is this Agreement; and

WHEREAS, VLC seeks to develop this property itself or by another entity affiliated with The Villages of Lake-Sumter, Inc.; and

WHEREAS, ARD provides for a mixed use age restricted community consistent with what is provided in the Villages communities; and

WHEREAS, VLC has chosen to divide the Project into areas with each area having a separate Chapter 163 Development Agreement with the City. The boundary of Area B is identified in **COMPOSITE EXHIBIT 1**; and

WHEREAS, this Agreement is solely for Area B with a legal description and location map sketch attached as **COMPOSITE EXHIBIT 1**. The Property may in the future, be transferred to another entity or subdivided and sold; and

WHEREAS, this Agreement is needed to establish standards for how Area B and other areas relate including providing for the transfer of entitlements between the areas as needed; and

WHEREAS, the City has previously adopted Chapter 163 Development Agreements for this Project with the original agreement adopted on February 13, 2018, and subsequent amendments adopted on November 13, 2018, February 24, 2020, and February 13, 2023, with each Agreement adopted as an amended and restated agreement, thereby ensuring that all prior 163 agreements are no longer in effect; and

WHEREAS, VLC or another entity affiliated with The Villages of Lake-Sumter, Inc. may acquire additional property within south Leesburg in the future and is seeking with this Agreement to provide a format or template for long-term certainty and predictability of its development endeavors and a process for working with the City; and

WHEREAS, while development plans for the Project are currently only conceptual, it is important to all Parties to (1) establish the procedures under which the development entitlements can be approved so that, at the time of development, development orders and permits may be reviewed and acted on as efficiently and expeditiously as possible; (2) establish procedures that provide for predictability, yet appropriate flexibility to meet market changes during the term of this Agreement; and (3) to provide assurances that VLC will be able to rely on for the life of this Agreement certain development rights as identified herein; and

WHEREAS, the City and VLC have agreed on a term of 30 years as sufficient to allow full development of the Property under the authority of the Florida Local Government Development Agreement Act as set out in Section 163.3229, Florida Statutes; and

WHEREAS, Sections 163.3220-163.3243, Florida Statutes, authorizes local governments and developers to enter into certain types of development agreements with long duration of up to 30 years to provide certainty to both parties in terms of current and future process and entitlements under such statutes; and

WHEREAS, developing these properties on additional land in a mixed use, compact development pattern connected by internal multi-use paths furthers the City of Leesburg's policies in the south Leesburg area; and

WHEREAS, this development Agreement provides a statutory binding template much like a local Development Order. It strengthens the public planning process, encourages sound capital improvement planning and financing and assists in ensuring that adequate capital facilities are in place to address the impacts of development. It also encourages well thought out development and planning to reduce the costs and impacts of development to the citizens of Leesburg; and

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein and other good and valuable consideration, sufficiency and the receipt of which are hereby acknowledged, it is mutually agreed as follows:

I. PURPOSE, AUTHORITY AND LEGAL DESCRIPTION

(A) Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement by reference.

(B) Purpose. The purpose of this Agreement is five-fold.

1) It will provide a binding written agreement between the City and VLC for the long-term development in order to provide a mutually acceptable process for the City and certainty to the Developer;

2) It will set out for both Parties and the citizens of Leesburg the density, intensity, land uses and processes to be followed for purposes of development;

3) It will approve new development rights and clarify certain development rights or assumptions identified and clarify how the City's land development regulations (LDR's) will apply;

4) It will anticipate and plan for future development to be continuing; and

5) It will establish design standards and a process, both for this development and other development which will take place under the Age Restricted Development (ARD) future land use and zoning category.

(C) Authority for Agreement: This Agreement is entered into pursuant to the authority of the Florida Local Government Development Agreement Act which consists of Sections 163.3220-163.3243, Florida Statutes, the authority under those sections are supplemental and additional to the powers conferred upon local governments by other laws and it encourages sound capital improvement planning and financing, reducing the cost of housing and development and encouraging a commitment to long-term comprehensive planning for a community.

(D) Legal description. The property subject to this Agreement is shown by a location map, a sketch of the property and legal description in attached and incorporated as **COMPOSITE EXHIBIT 1**.

II. APPROVED LAND USE AND DEVELOPMENT RIGHTS

(A) Land Use. The future land use and zoning designation of the Property is ARD. The City has also adopted Future Land Use Policy 1.1.6 which is a site-specific policy that only applies to the Project. All approvals are in effect.

TABLE 1: AREA B PROJECT ENTITLEMENTS

LAND USE	APPROVED DEVELOPMENT
RESIDENTIAL (DWELLING UNITS)	6,185 (Age Restricted)
NON-RESIDENTIAL (SQUARE FOOTAGE)	550,000

(B) Entitlements and Conversion Matrix.

- 1) The Area B Project Entitlements are shown in **TABLE 1**.
- 2) The Table 1 entitlements can be converted to other uses authorized by the City's comprehensive plan utilizing a land use conversion matrix included in **EXHIBIT 2** and a process described by this Agreement.
- 3) Although not specifically listed above, all uses authorized in the City's Comprehensive Plan which are permitted within the Project are set out in **EXHIBIT 3**.
- 4) The VLC is the Master Developer for the Project. As the Master Developer, VLC controls all of the development rights and entitlements within the Project which are identified in Table 1 above for Area B. Any proposed development or improvements to property within the Project requires the prior written approval of the Master Developer, including, but not limited to, use of any entitlements as to any parcel or property within the Project. No new development can occur that reduces VLC's entitlements or Master Developer rights without Master Developer's prior authorization. VLC maintains an accounting of its development entitlements and will provide a copy to the City upon request.
- 5) VLC may transfer entitlements to and from Area B to any other area within the Project without requiring an amendment to this Agreement; however, no transfer of entitlements may increase or decrease the entitlements in **TABLE 1** by more than 25% without requiring a new traffic analysis. VLC must provide the City notice of at least thirty (30) days in advance of transferring entitlements with no approval required by the City.

(C) Future Phases. The development process approved by this Agreement only applies to the legal description attached as **EXHIBIT 1** and, as will be more fully explained later in this Agreement, additional property cannot be added without going through the statutory process of amending this Agreement or, at the sole option of VLC, entering into a separate 163 Agreement for future land. Accordingly, in the future, there may be additions of development phases or the additional property could be added to this Development Agreement by the statutory process and developed as a single phase. If this occurs additional traffic analysis will be required to determine if any additional traffic impacts are created. If additional property is added, either through an amendment to this Agreement or at the election of VLC, a new development agreement, VLC will provide the required public notices and direct notices to affected individuals and will provide density, intensity, use and any infrastructure known to be needed at the time, as required by the statutes. However, nothing contained in this paragraph or this Agreement shall be construed as requiring the City to adopt any amendment to this 163 Agreement or to adopt any separate 163 Agreements.

III. LAND USES AND APPROVED DEVELOPMENT RIGHTS AND ASSUMPTIONS

(A) Permitted Uses, Density and Intensity

1) Uses Permitted in the Project. The Property is approved for the uses permitted in ARD land use and zoning category and Future Land Use Policy 1.1.6 as identified in **EXHIBIT 3**, including all permitted accessory uses. The maximum residential density in the ARD is 30 units per acre with no minimum density and the maximum intensity is 0.5 FAR, except for a Town Center and Medical Campus which is 3.0 FAR. ARD is a mixed use category which must meet the minimum and maximum percentages identified in the Future Land Use Element Objective 1.1k of the City's plan with the percentages applied to The Villages of West Lake project as a whole.

2) Agricultural. The Property has historically been used for agricultural activities and VLC may pursue bona fide agricultural and silvicultural uses on the Property unless all permits and approvals necessary for a portion of the Agreement are within an approved Site Plan. For purposes of this Agreement, Site Plan is defined as either a commercial site plan approval or a residential improvement plan approval from the City. There may be numerous Site Plans on the Property so if a Site Plan is approved for one area, agricultural use will stop in that area but may continue in others without approved Site Plans.

3) Recreational Vehicle Developments. Pursuant to Future Land Use Element Policy 1.1.6 (j) recreational vehicle developments are permitted within the Project. Recreational vehicle developments may include recreational vehicles, short-term rentals, long-term rentals and sales. Recreational vehicle developments must meet the development and design standards as identified in **EXHIBIT 4**.

4) Wireless Communications Towers and Antennas. Wireless Communications Towers and Antennas (including cell towers) are one of the Permitted Uses within the Property and are thus exempt from Article X of the City's Land Development Code for

the siting of cell towers because of the location within this Project, the surrounding buffering and the required public process for this Agreement. The site is suitable for cell tower uses because the location, design and construction of cell towers would be compatible with surrounding uses and would require similar buffering requirements from neighboring uses.

5) Mining. Mining within the Project is a permitted use. The Developer must receive the required FDEP and SWFWMD permits as applicable prior to construction and provide copies to the City prior to construction. The mining operation does not require approval from the City.

6) Additional Land Uses. Additional land uses other than those permitted under the Comprehensive Plan require approval by the City through an amendment to the City's Comprehensive Plan. No amendment to this Agreement will be required to implement those uses so long as the additional land uses were approved through the Comprehensive Plan amendment process.

IV. PROJECT INFRASTRUCTURE FACILITIES AND UTILITIES

(A) Transportation

1) Traffic Generation/Analysis. Based on the traffic impact study methodology approved by the City, the traffic consulting firm of Kimley-Horn & Associates has conducted a transportation analysis for the amount of development approved in **TABLE 1**. The result of the Kimley-Horn & Associates analysis (see **EXHIBIT 6**) was the following:

1. No new off-site transportation improvements are needed for city and state roads for the time period and development scenario analyzed.
2. The developer has the option to construct transportation improvements providing additional capacity above what is required to support the Project and seek to enter into an impact fee reimbursement agreement with the government agency responsible for maintenance of the facility.

2) Concurrency Reservation. Pursuant to Capital Improvement Element Policy 1.8.7, the City agrees to reserve traffic concurrency for roadways within the City of Leesburg, for the amount of PM peak hour trips identified in the Kimley-Horn & Associates analysis (see **EXHIBIT 6**).

3) Traffic Assumptions. The City agrees that VLC may use the following transportation assumptions when conducting a traffic analysis for development within the Property:

a) VLC may rely upon the latest origin and destination data and analysis from studies performed by Kimley-Horn & Associates and approved by FDOT for The Villages. These analysis showed a high community capture rate, given the mixed use nature of the development, the roadways and non-vehicular connections and the age-restricted nature of the development with less persons per household and fewer work trips.

b) VLC may assume that the City will permit VLC in the future to assume the amount of PM peak hour trips identified in the Kimley-Horn & Associates analysis are approved (see **EXHIBIT 6**).

4) Traffic Conversion to Other Land Uses. VLC may convert development entitlements depicted in **TABLE 1** to other uses approved in the City's Comprehensive Plan, only so long as the total trips generated do not exceed the trips permitted in **EXHIBIT 6**. Attached and incorporated as **EXHIBIT 2** is a Land Use Conversion Table (the "Conversion Table") identifying the trip equivalency for each land use permitted. No amendment to this Agreement is required in order to utilize the Conversion Table. VLC must provide the City notice of at least 30 days in advance of using the Conversion Table with no approval required by the City.

5) New Traffic Analysis. If VLC proposes new additional development entitlements within this Property [excluding transfers pursuant to Section II (B) 5. of this Agreement and conversions pursuant to Section IV (A) 4. of this Agreement], it will be required to provide a new traffic analysis or demonstrate to the City's satisfaction that a new traffic analysis is not required. Such additional new entitlements on the Property subject to this Agreement will be treated as aggregable for traffic mitigation proposed.

6) Transportation Modes. VLC will provide within the Project (or outside of the Project but within The Villages, as needed) multi-use paths, lanes and connectivity bridges and tunnels consistent with those at The Villages' DRI's in order to provide for golf cart access and other modes of transportation for the purpose of reducing reliance on automobiles.

7) VLC acknowledges that development on the Property will be subject to Lake County's impact fee ordinances and also any agreements entered into between VLC and the County for credits against such ordinances.

(B) Potable Water and Sanitary Sewer Service

1) Provision of public facilities will be addressed in a separate franchise agreement with the City.

(C) Public School Impacts

1) The Developer must at the time of development for any non-age restricted dwelling units created within the Project coordinate with the Lake County School Board to address school capacity.

V. GENERAL REQUIREMENTS AND DESIGN CRITERIA. The general requirements and design criteria covering the Property are attached and incorporated as **EXHIBIT 4**. The Project shall adhere to the attached general requirements and design criteria along with The Villages Construction and Development Manual to establish the development standards that apply to this project as amended by the Developer. Any item omitted from this Agreement shall be established and/or resolved by The Villages Development Review Committee.

VI. GOVERNING LAWS AND POLICIES. The Project is governed by this Agreement and the City of Leesburg Code of Ordinances for the duration of this Agreement. The City of Leesburg Code of Ordinances applicable to the Project are those in effect as of October 24, 2022. The local government may apply subsequently adopted laws and policies to the development subject to this Agreement, only if the local government has followed the procedures set forth in 163.3233.

VII. COMPREHENSIVE PLAN. Pursuant to the terms and conditions of this Agreement, the City finds that the development, as proposed in this Agreement, is consistent with its Comprehensive Plan and applicable LDR's. As each Site Plan is submitted the proposed development will be subject to comprehensive plan and land use development review and consistency.

VIII. PERIODIC REVIEW. The City shall review the Property at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, the Agreement may be revoked or modified by the City. Prior to taking such action, the City shall provide VLC with reasonable notice and an opportunity to demonstrate compliance with the Agreement and, in the event of failure to so demonstrate, remedy such noncompliance. Accordingly, if City staff believes VLC is not in compliance, it shall provide written notice and facts upon which the determination was made by either hand delivery to VLC offices or by certified mail, return receipt requested. Such notice shall allow VLC to demonstrate compliance or seek to correct the non-compliance within forty-five (45) days, unless staff extends the time for good cause. If not resolved between VLC and staff within the deadline, an advertised public hearing shall be held before the City Commission within thirty (30) days or, if not possible, at the next available City Commission meeting after the initial thirty (30) days. At that public hearing, the City Commission shall make a determination of whether VLC is in compliance. If the determination is non-compliance, VLC shall be given a reasonable amount of time to remedy the non-compliance.

IX. DURATION. The duration of this Development Agreement shall be 30 years but may be extended by mutual consent of the governing body and the Developer, subject to public hearings.

X. BINDING EFFECT. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to all successors in interest to the parties to this Agreement, whether by lease or purchase of a portion of the Property.

XI. GOVERNING LAW. This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against a party to the Agreement.

XII. SEVERABILITY. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XIII. EXHIBITS. Unless otherwise provided in this Agreement, all exhibits are incorporated herein by reference.

XIV. CAPTIONS FOR PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

XV. COUNTERPARTS. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same instrument. Execution of this Agreement may be evidenced by transmission of facsimile or electronic pdf copies.

XVI. ASSIGNABILITY. This Agreement may be assigned by the Developer to a third party.

XVII. EFFECTIVE DATE. This Agreement is effective when fully executed by all Parties, a copy is filed with the City Clerk in the Official Records and the required comprehensive plan amendment goes into effect.

XVIII. TERMINATION. This Agreement shall terminate in 30 years from its effective date, unless extended, or may be terminated by mutual consent of the Parties.

XIX. AMENDMENTS. This Agreement may be extended or amended by mutual consent of the parties so long as the extensions and amendments meet the requirements of Sections 163.3220-163.3243, F. S. All amendments will be adopted as an amended and restated version and when an amendment goes into effect then all prior 163 agreements shall be null and void.

XX. NO CONSENT OF PROPERTY OWNERS REQUIRED. For purposes of amending this Agreement, the sole applicant shall be the Villages Land Company. Only the Master Developer or his assigns may seek an amendment to this Agreement and no consent of the other property owners within the Project shall be required. All property owners within the Project shall receive notice of any proposed amendments pursuant to Section 163.3225, Florida Statutes.

XXI. FURTHER ASSURANCES. Each of the Parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

XXII. NOTICES. Any notices or reports required by this Agreement shall be sent to the following:

For the City:

City Manager
City Hall
501 West Meadow Street
Leesburg, Florida 34749

With copy to:

City Attorney
City Hall
501 West Meadow Street
Leesburg, Florida 34749

For the Master Developer:

Brian Hudson, Esq.
Corporate Counsel
The Villages Land Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Martin L. Dzuro, Manager
The Villages Land Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

XXIII. PUBLIC HEARINGS. This Agreement was approved by the City Commission after two properly noticed public hearings before the City Commission on_____, 2023 and _____, 2023.

XXIV. ATTORNEYS' FEES. In the event that it becomes necessary for any party to this Agreement to enforce its rights under the terms of this Agreement, then in that event, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, including all trial and appellate litigation.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Development Agreement as of the date set forth below.

WITNESSES:

THE VILLAGES LAND COMPANY, LLC

(Witness Signature)

By: TVL Company, LLC, its Manager

(Witness Printed Name)

By: _____
Martin L. Dzuro, Manager

Date: _____

(Witness Signature)

(Witness Printed Name)

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by means of physical presence, by Martin L. Dzuro as Manager of TVL Company, LLC, Manager of The Villages Land Company, LLC, who is personally known to me.

Notary Public

Name (typed, printed or stamped)

LEESBURG CITY COMMISSION

By: _____
H. D. Robuck, III, MAYOR

ATTEST:

Date

ANDI PURVIS, CLERK

Approved as to Form:

CITY ATTORNEY

LIST OF EXHIBITS

Exhibit 1	Legal Description
Exhibit 2	Land Use Conversion Matrix
Exhibit 3	Permitted Uses
Exhibit 4	General Requirements and Design Criteria
Exhibit 5	Reserved
Exhibit 6	Kimley-Horn & Associates Traffic Analysis

EXHIBIT 1

LEGAL DESCRIPTION

EXHIBIT 2

LAND USE CONVERSION MATRIX

EXHIBIT 3

PERMITTED USES

PERMITTED USES IN THE VILLAGES OF WEST LAKE

- a. **PURSUANT TO FUTURE LAND USE POLICY 1.1.1:** RESIDENTIAL – SINGLE FAMILY DETACHED, SINGLE FAMILY ATTACHED AND MULTI-FAMILY
- b. NON-RESIDENTIAL INCLUDING MEDICAL CAMPUS AND TOWN CENTER.

2. PURSUANT TO FUTURE LAND USE ELEMENT Objective 1.1K:

- a. RESIDENTIAL (AGE RESTRICTED AND NON-AGE RESTRICTED)
- b. COMMERCIAL INCLUDING BUT NOT LIMITED TO RETAIL, OFFICE, HOTEL, CONVENTION/PERFORMING ARTS CENTER AND THEATER, INDEPENDENT LIVING FACILITY, ASSISTED LIVING FACILITY, SKILLED NURSING FACILITY, MEMORY CARE FACILITY, HOSPICE AND OTHER SIMILAR USES
- c. INSTITUTIONAL/EDUCATIONAL/GOVERNMENTAL/RECREATIONAL INCLUDING BUT NOT LIMITED TO CIVIC AND COMMUNITY FACILITIES, STORMWATER FACILITIES, WASTEWATER, WATER TREATMENT PLANTS AND WELL SITE, RECREATION, PARKS, GOLF COURSE AND MULTI-USE TRAILS AND OTHER SIMILAR USES
- d. MEDICAL CAMPUS INCLUDING BUT NOT LIMITED TO HOSPITAL, CLINIC, PROFESSIONAL OFFICES, PHARMACY, ASSISTED LIVING FACILITY/SKILLED NURSING FACILITY, HOSPICE AND CONTINUING CARE RETIREMENT COMMUNITY (CCRC) AND OTHER SIMILAR USES

3. PURSUANT TO FUTURE LAND USE ELEMENT POLICY 1.1.6:

- a. RESIDENTIAL (AGE RESTRICTED AND NON-AGE RESTRICTED), OFFICE, COMMERCIAL/RETAIL, HOTEL, MEDICAL, RESEARCH AND DEVELOPMENT, LIGHT INDUSTRIAL, INSTITUTIONAL, EDUCATION, RECREATION, URBAN AGRICULTURE AND COMMUNITY FARMING, RECREATIONAL VEHICLE DEVELOPMENT AND OTHER SIMILAR USES AS WELL AS SUPPORTING INFRASTRUCTURE (E.G. ROADS, WATER, SEWER, ETC.)
- b. AGRICULTURAL USES PERMITTED IN THE CITY'S AGRICULTURAL LAND USE AND ZONING ARE PERMITTED ON UNDEVELOPED LAND, BEFORE URBAN DEVELOPMENT COMMENCES PROVIDED SUCH ACTIVITIES ARE NOT IN CONFLICT WITH THE CITY'S COMPREHENSIVE PLAN. PERMITTED USES MAY INCLUDE BUT ARE NOT LIMITED TO SILVICULTURAL, FARMING AND ANIMAL HUSBANDRY.
- c. MINING (SEE SECTION III (A) 5) CONTAINED WITHIN THIS AGREEMENT).

4. WIRELESS COMMUNICATIONS TOWERS AND ANTENNAS

EXHIBIT 4

GENERAL REQUIREMENTS AND DESIGN CRITERIA

EXHIBIT 5

RESERVED

EXHIBIT 6

KIMLEY-HORN & ASSOCIATES TRAFFIC ANALYSIS

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LEGAL DESCRIPTION:

THREE (3) TRACTS OF LAND LYING WITHIN SECTIONS 5, 6 AND 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND SECTION 31, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN NORTH 0°40'22" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°40'23" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE NORTHWEST CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°51'49" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2645.51 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°52'48" EAST, ALONG THE WEST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.56 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°12'12" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2647.14 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°50'27" WEST, ALONG THE EAST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.15 FEET TO THE CENTER OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°15'43" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.75 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°43'08" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.54 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°13'10" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 863.02 FEET TO THE NORTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 0°46'34" WEST, ALONG THE EAST LINE OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.90 FEET TO THE SOUTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31 AND A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 639.44 FEET

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TO A POINT ON THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3573, PAGE 1, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 0°49'22" WEST, A DISTANCE OF 518.18 FEET; (2) THENCE RUN SOUTH 89°10'38" EAST, A DISTANCE OF 217.51 FEET; (3) THENCE RUN NORTH 42°32'39" EAST, A DISTANCE OF 694.25 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 215.45 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), SAID POINT BEING ON A 5724.15 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHWEST WHOSE RADIUS POINT BEARS NORTH 53°26'45" WEST; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHWESTERLY ALONG SAID CURVE AND WESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 1°11'29" AN ARC DISTANCE OF 119.03 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 37°44'44" WEST, A DISTANCE OF 6490.63 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°03'26" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 665.09 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE RUN NORTH 89°09'35" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 453.05 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 235.00 FEET; THENCE RUN NORTH 89°09'35" WEST, A DISTANCE OF 180.00 FEET; THENCE RUN NORTH 00°36'59" EAST, A DISTANCE OF 291.57 FEET; THENCE RUN SOUTH 75°50'19" EAST, A DISTANCE OF 185.15 FEET; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 13.91 FEET TO THE POINT OF BEGINNING.

TRACT 2:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN SOUTH 89°03'26" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 790.00 FEET; TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD NO. 48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5012.61 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD (A 50.00 FOOT PUBLIC RIGHT-OF-WAY,

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PER OCCUPATION AND MONUMENTATION, AS SHOWN ON A HALL FARNER & ASSOCIATES SURVEY DATED FEBRUARY 5, 2005) AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1403.19 FEET TO A POINT OF CURVATURE OF A 5824.16 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 1°53'46" AN ARC DISTANCE OF 192.75 FEET TO A POINT OF NON-TANGENCY AND A POINT OF INTERSECTION WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 533.63 FEET TO THE NORTHEAST CORNER OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°40'53" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 1089.08 FEET; THENCE DEPARTING SAID EAST LINE, RUN NORTH 48°17'18" EAST, A DISTANCE OF 330.19 FEET; THENCE RUN NORTH 35°31'22" EAST, A DISTANCE OF 267.42 FEET; THENCE RUN SOUTH 61°51'03" EAST, A DISTANCE OF 329.31 FEET; THENCE RUN NORTH 69°07'56" EAST, A DISTANCE OF 229.87 FEET; THENCE RUN SOUTH 41°18'04" EAST, A DISTANCE OF 633.63 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE RUN SOUTH 0°41'46" WEST, ALONG SAID EAST LINE, A DISTANCE OF 137.17 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 32°14'13" EAST, A DISTANCE OF 65.43 FEET; THENCE RUN SOUTH 80°20'05" EAST, A DISTANCE OF 454.05 FEET; THENCE RUN SOUTH 64°21'57" EAST, A DISTANCE OF 367.76 FEET; THENCE RUN SOUTH 43°33'02" WEST, A DISTANCE OF 374.77 FEET; THENCE RUN SOUTH 10°02'01" WEST, A DISTANCE OF 293.45 FEET; THENCE RUN SOUTH 33°21'10" EAST, A DISTANCE OF 248.66 FEET; THENCE RUN SOUTH 21°00'41" EAST, A DISTANCE OF 273.95 FEET; THENCE RUN NORTH 71°39'22" WEST, A DISTANCE OF 207.87 FEET; THENCE RUN SOUTH 19°19'17" WEST, A DISTANCE OF 123.83 FEET TO A POINT ON THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD; THENCE RUN ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN NORTH 71°25'49" WEST, A DISTANCE OF 1970.29 FEET TO A POINT ON A 1721.98 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 17°53'54" EAST; (2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°07'45" AN ARC DISTANCE OF 394.59 FEET TO A POINT OF NON-TANGENCY; (3) THENCE RUN NORTH 58°59'00" WEST, A DISTANCE OF 1276.39 FEET TO THE POINT OF BEGINNING.

EXCEPT RIGHT-OF-WAY CONVEYED TO LAKE COUNTY FOR AUSTIN MERRITT ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 526, PAGE 405, AND OFFICIAL RECORDS BOOK 526, PAGE 407, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TRACT 3:

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COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN SOUTH 89°03'26" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 790.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO.48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, CONTINUE NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4962.26 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD (A 50.00 FOOT PUBLIC RIGHT-OF-WAY, PER OCCUPATION AND MONUMENTATION, AS SHOWN ON A HALL FARNER & ASSOCIATES SURVEY DATED FEBRUARY 5, 2005); THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 58°59'00" EAST, A DISTANCE OF 1282.28 FEET TO A POINT ON A 1771.98 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 31°01'40" EAST; (2) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°07'11" AN ARC DISTANCE OF 405.75 FEET TO A POINT OF NON-TANGENCY; (3) THENCE RUN SOUTH 71°25'50" EAST, A DISTANCE OF 2547.66 FEET TO A POINT OF CURVATURE OF A 639.96 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; (4) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°58'34" AN ARC DISTANCE OF 401.83 FEET TO A POINT OF TANGENCY; (5) THENCE RUN SOUTH 35°27'16" EAST, A DISTANCE OF 424.68 FEET TO A POINT OF CURVATURE OF A 304.60 FOOT RADIUS CURVE CONCAVE TO THE WEST; (6) THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°48'34" AN ARC DISTANCE OF 243.53 FEET TO A POINT OF TANGENCY; (7) THENCE RUN SOUTH 10°21'18" WEST, A DISTANCE OF 555.30 FEET TO A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 523, PAGE 828, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN NORTH 80°39'04" WEST, A DISTANCE OF 454.13 FEET; (2) THENCE RUN SOUTH 6°13'16" WEST, A DISTANCE OF 461.15 FEET; (3) THENCE RUN SOUTH 86°49'44" EAST, A DISTANCE OF 434.73 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF THE AFORESAID NORTH AUSTIN MERRITT ROAD, SAID POINT BEING ON A 1084.17 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE EAST WHOSE RADIUS POINT BEARS SOUTH 87°37'42" EAST; THENCE DEPARTING THE BOUNDARY OF SAID LANDS, RUN SOUTHERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 24°05'34" AN ARC DISTANCE OF 455.89 FEET TO A POINT OF NON-TANGENCY SAID POINT BEING AN INTERSECTION WITH THE BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5129, PAGE 1486, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING

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CHAPTER 163 AGREEMENT – FIFTH AMENDMENT

AREA “B” 1,230.42 ACRES±

TWO (2) COURSES AND DISTANCES: (1) THENCE RUN NORTH 89°23'30" WEST, A DISTANCE OF 216.28 FEET; (2) THENCE RUN SOUTH 0°34'26" WEST, A DISTANCE OF 170.37 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE DEPARTING THE BOUNDARY OF SAID LANDS, RUN NORTH 89°23'24" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 69.69 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 5; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°30'25" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 2645.41 FEET TO THE NORTHEAST CORNER OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE RUN SOUTH 0°33'51" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1319.74 FEET TO SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°09'29" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 2646.95 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°31'07" EAST, ALONG THE WEST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1324.42 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°03'26" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 1867.34 FEET TO THE POINT OF BEGINNING.

EXCEPT RIGHT-OF-WAY CONVEYED TO LAKE COUNTY FOR AUSTIN MERRITT ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 526, PAGE 405, AND OFFICIAL RECORDS BOOK 526, PAGE 407, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – FIFTH AMENDMENT

AREA “B” 1,230.42 ACRES±

LEGAL DESCRIPTION:

THREE (3) TRACTS OF LAND LYING WITHIN SECTIONS 5, 6 AND 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND SECTION 31, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN NORTH 0°40'22" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°40'23" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE NORTHWEST CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°51'49" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2645.51 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°52'48" EAST, ALONG THE WEST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.56 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°12'12" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2647.14 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°50'27" WEST, ALONG THE EAST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.15 FEET TO THE CENTER OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°15'43" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.75 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°43'08" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.54 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°13'10" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 863.02 FEET TO THE NORTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 0°46'34" WEST, ALONG THE EAST LINE OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.90 FEET TO THE SOUTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31 AND A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 639.44 FEET

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – FIFTH AMENDMENT

AREA "B" 1,230.42 ACRES±

TO A POINT ON THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3573, PAGE 1, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 0°49'22" WEST, A DISTANCE OF 518.18 FEET; (2) THENCE RUN SOUTH 89°10'38" EAST, A DISTANCE OF 217.51 FEET; (3) THENCE RUN NORTH 42°32'39" EAST, A DISTANCE OF 694.25 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 215.45 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), SAID POINT BEING ON A 5724.15 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHWEST WHOSE RADIUS POINT BEARS NORTH 53°26'45" WEST; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHWESTERLY ALONG SAID CURVE AND WESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 1°11'29" AN ARC DISTANCE OF 119.03 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 37°44'44" WEST, A DISTANCE OF 6490.63 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°03'26" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 665.09 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE RUN NORTH 89°09'35" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 453.05 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 235.00 FEET; THENCE RUN NORTH 89°09'35" WEST, A DISTANCE OF 180.00 FEET; THENCE RUN NORTH 00°36'59" EAST, A DISTANCE OF 291.57 FEET; THENCE RUN SOUTH 75°50'19" EAST, A DISTANCE OF 185.15 FEET; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 13.91 FEET TO THE POINT OF BEGINNING.

TRACT 2:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN SOUTH 89°03'26" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 790.00 FEET; TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD NO. 48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5012.61 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD (A 50.00 FOOT PUBLIC RIGHT-OF-WAY,

SHEET 2 OF 12

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – FIFTH AMENDMENT

AREA “B” 1,230.42 ACRES±

PER OCCUPATION AND MONUMENTATION, AS SHOWN ON A HALL FARNER & ASSOCIATES SURVEY DATED FEBRUARY 5, 2005) AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1403.19 FEET TO A POINT OF CURVATURE OF A 5824.16 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 1°53'46" AN ARC DISTANCE OF 192.75 FEET TO A POINT OF NON-TANGENCY AND A POINT OF INTERSECTION WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 533.63 FEET TO THE NORTHEAST CORNER OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°40'53" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 1089.08 FEET; THENCE DEPARTING SAID EAST LINE, RUN NORTH 48°17'18" EAST, A DISTANCE OF 330.19 FEET; THENCE RUN NORTH 35°31'22" EAST, A DISTANCE OF 267.42 FEET; THENCE RUN SOUTH 61°51'03" EAST, A DISTANCE OF 329.31 FEET; THENCE RUN NORTH 69°07'56" EAST, A DISTANCE OF 229.87 FEET; THENCE RUN SOUTH 41°18'04" EAST, A DISTANCE OF 633.63 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE RUN SOUTH 0°41'46" WEST, ALONG SAID EAST LINE, A DISTANCE OF 137.17 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 32°14'13" EAST, A DISTANCE OF 65.43 FEET; THENCE RUN SOUTH 80°20'05" EAST, A DISTANCE OF 454.05 FEET; THENCE RUN SOUTH 64°21'57" EAST, A DISTANCE OF 367.76 FEET; THENCE RUN SOUTH 43°33'02" WEST, A DISTANCE OF 374.77 FEET; THENCE RUN SOUTH 10°02'01" WEST, A DISTANCE OF 293.45 FEET; THENCE RUN SOUTH 33°21'10" EAST, A DISTANCE OF 248.66 FEET; THENCE RUN SOUTH 21°00'41" EAST, A DISTANCE OF 273.95 FEET; THENCE RUN NORTH 71°39'22" WEST, A DISTANCE OF 207.87 FEET; THENCE RUN SOUTH 19°19'17" WEST, A DISTANCE OF 123.83 FEET TO A POINT ON THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD; THENCE RUN ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN NORTH 71°25'49" WEST, A DISTANCE OF 1970.29 FEET TO A POINT ON A 1721.98 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 17°53'54" EAST; (2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°07'45" AN ARC DISTANCE OF 394.59 FEET TO A POINT OF NON-TANGENCY; (3) THENCE RUN NORTH 58°59'00" WEST, A DISTANCE OF 1276.39 FEET TO THE POINT OF BEGINNING.

EXCEPT RIGHT-OF-WAY CONVEYED TO LAKE COUNTY FOR AUSTIN MERRITT ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 526, PAGE 405, AND OFFICIAL RECORDS BOOK 526, PAGE 407, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TRACT 3:

SHEET 3 OF 12

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – FIFTH AMENDMENT

AREA "B" 1,230.42 ACRES±

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN SOUTH 89°03'26" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 790.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO.48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, CONTINUE NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4962.26 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD (A 50.00 FOOT PUBLIC RIGHT-OF-WAY, PER OCCUPATION AND MONUMENTATION, AS SHOWN ON A HALL FARNER & ASSOCIATES SURVEY DATED FEBRUARY 5, 2005); THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 58°59'00" EAST, A DISTANCE OF 1282.28 FEET TO A POINT ON A 1771.98 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 31°01'40" EAST; (2) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°07'11" AN ARC DISTANCE OF 405.75 FEET TO A POINT OF NON-TANGENCY; (3) THENCE RUN SOUTH 71°25'50" EAST, A DISTANCE OF 2547.66 FEET TO A POINT OF CURVATURE OF A 639.96 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; (4) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°58'34" AN ARC DISTANCE OF 401.83 FEET TO A POINT OF TANGENCY; (5) THENCE RUN SOUTH 35°27'16" EAST, A DISTANCE OF 424.68 FEET TO A POINT OF CURVATURE OF A 304.60 FOOT RADIUS CURVE CONCAVE TO THE WEST; (6) THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°48'34" AN ARC DISTANCE OF 243.53 FEET TO A POINT OF TANGENCY; (7) THENCE RUN SOUTH 10°21'18" WEST, A DISTANCE OF 555.30 FEET TO A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 523, PAGE 828, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN NORTH 80°39'04" WEST, A DISTANCE OF 454.13 FEET; (2) THENCE RUN SOUTH 6°13'16" WEST, A DISTANCE OF 461.15 FEET; (3) THENCE RUN SOUTH 86°49'44" EAST, A DISTANCE OF 434.73 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF THE AFORESAID NORTH AUSTIN MERRITT ROAD, SAID POINT BEING ON A 1084.17 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE EAST WHOSE RADIUS POINT BEARS SOUTH 87°37'42" EAST; THENCE DEPARTING THE BOUNDARY OF SAID LANDS, RUN SOUTHERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 24°05'34" AN ARC DISTANCE OF 455.89 FEET TO A POINT OF NON-TANGENCY SAID POINT BEING AN INTERSECTION WITH THE BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5129, PAGE 1486, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – FIFTH AMENDMENT

AREA “B” 1,230.42 ACRES±

TWO (2) COURSES AND DISTANCES: (1) THENCE RUN NORTH 89°23'30" WEST, A DISTANCE OF 216.28 FEET; (2) THENCE RUN SOUTH 0°34'26" WEST, A DISTANCE OF 170.37 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE DEPARTING THE BOUNDARY OF SAID LANDS, RUN NORTH 89°23'24" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 69.69 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 5; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°30'25" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 2645.41 FEET TO THE NORTHEAST CORNER OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE RUN SOUTH 0°33'51" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1319.74 FEET TO SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°09'29" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 2646.95 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°31'07" EAST, ALONG THE WEST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1324.42 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°03'26" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 1867.34 FEET TO THE POINT OF BEGINNING.

EXCEPT RIGHT-OF-WAY CONVEYED TO LAKE COUNTY FOR AUSTIN MERRITT ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 526, PAGE 405, AND OFFICIAL RECORDS BOOK 526, PAGE 407, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

SURVEY NEW SURVEY LAKE VILLAGES OF WEST LAKE ZONING VOL 5TH AMENDMENT CHAPTER 163 AMENDED AND RESTATED AREA B VOWL 5_CH163 AREA B.DWG : 8.5X11 9/8/2022 5:18 PM BY: DSMITH
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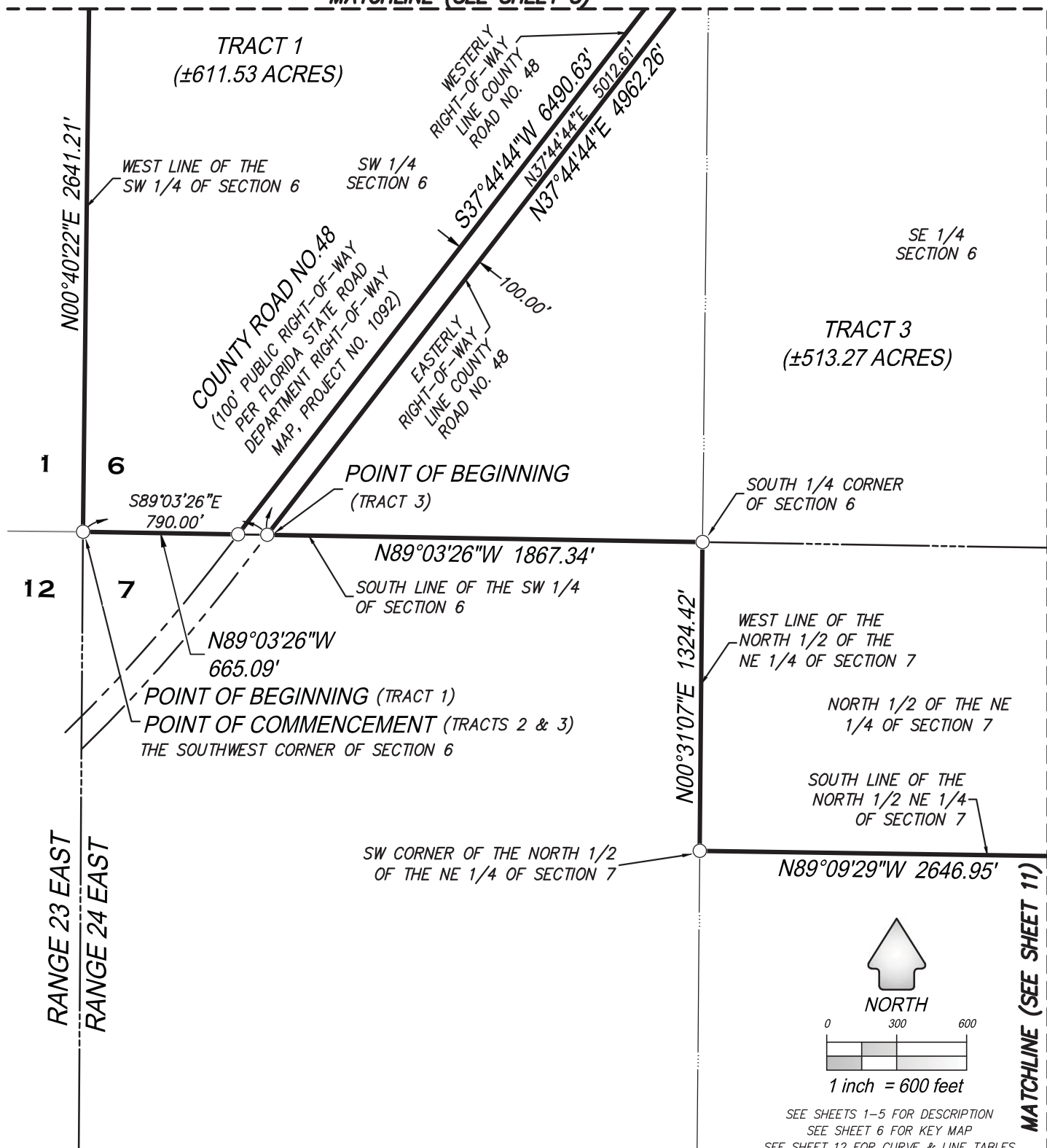
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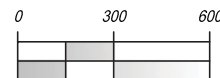
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EXHIBIT " 1 "
SHEET 7 OF 12

MATCHLINE (SEE SHEET 8)



NORTH



1 inch = 600 feet

SEE SHEETS 1-5 FOR DESCRIPTION
SEE SHEET 6 FOR KEY MAP

SEE SHEET 12 FOR CURVE & LINE TABLES



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SKETCH FOR DESCRIPTION

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EXHIBIT " 1 "
SHEET 8 OF 12

MATCHLINE (SEE SHEET 9)

N00°51'49"E 2645.51'

WEST LINE OF THE SW 1/4 SECTION 31

NE CORNER, WEST
462', SW 1/4, SE
1/4, SECTION 31

EAST LINE OF THE NW 1/4
OF THE SE 1/4 SECTION 31

SOUTH LINE OF THE NW 1/4
OF THE SE 1/4 SECTION 31

EAST LINE OF THE
WEST 462' OF THE
SW 1/4 OF THE SE
1/4 OF SECTION 31

N89°13'10"W
863.02'

SE CORNER,
NW 1/4, SE 1/4,
SECTION 31

THE SW 1/4
OF THE SE 1/4
SECTION 31

NORTH LINE OF THE
NE 1/4 SECTION 6

S89°10'38"E
639.44'

SE CORNER, WEST
462', SW 1/4, SE
1/4, SECTION 31

L1
L2 ORB 3573,
PG 01

TOWNSHIP 20 SOUTH
TOWNSHIP 21 SOUTH

TRACT 1
(±611.53 ACRES)

NE 1/4 OF
THE NW 1/4
SECTION 6

NW 1/4 OF
THE NW 1/4
SECTION 6

NW CORNER OF THE
SW 1/4 OF THE NW 1/4
SECTION 6

NORTH LINE OF THE SE 1/4
OF THE NW 1/4 SECTION 6

NE CORNER OF THE
SW 1/4 OF THE NW
1/4 SECTION 6

WEST LINE OF THE
NW 1/4 OF SECTION 6

SW 1/4 OF
THE NW 1/4
SECTION 6

POINT OF
COMMENCEMENT
(EXCEPTION)

NE CORNER OF THE SE 1/4
OF THE NW 1/4, SECTION 6

L32 L33
L9 L7 L34

POINT OF
BEGINNING
(EXCEPTION)

EXCEPTION
(NOT INCLUDED)

SE 1/4 OF
THE NW 1/4
SECTION 6

WESTERLY
RIGHT-OF-WAY
LINE COUNTY
ROAD NO. 48

COUNTY ROAD
NO. 48
(100' PUBLIC RIGHT-OF-WAY
PER FLORIDA STATE ROAD
DEPARTMENT RIGHT-OF-WAY
MAP, PROJECT NO. 1092)

POINT OF
BEGINNING
(TRACT 2)

TRACT 2
(±105.62
ACRES)

THE NE 1/4
SECTION 6

S37°44'44"W 6490.63'
N37°44'44"E 5012.61'
N37°44'44"E 4962.26'

EASTERLY
RIGHT-OF-WAY
LINE COUNTY
ROAD NO. 48

TRACT 3
(±513.27
ACRES)

MATCHLINE (SEE SHEET 10)

MATCHLINE (SEE SHEET 7)

SEE SHEETS 1-5 FOR DESCRIPTION
SEE SHEET 6 FOR KEY MAP
SEE SHEET 12 FOR CURVE & LINE TABLES



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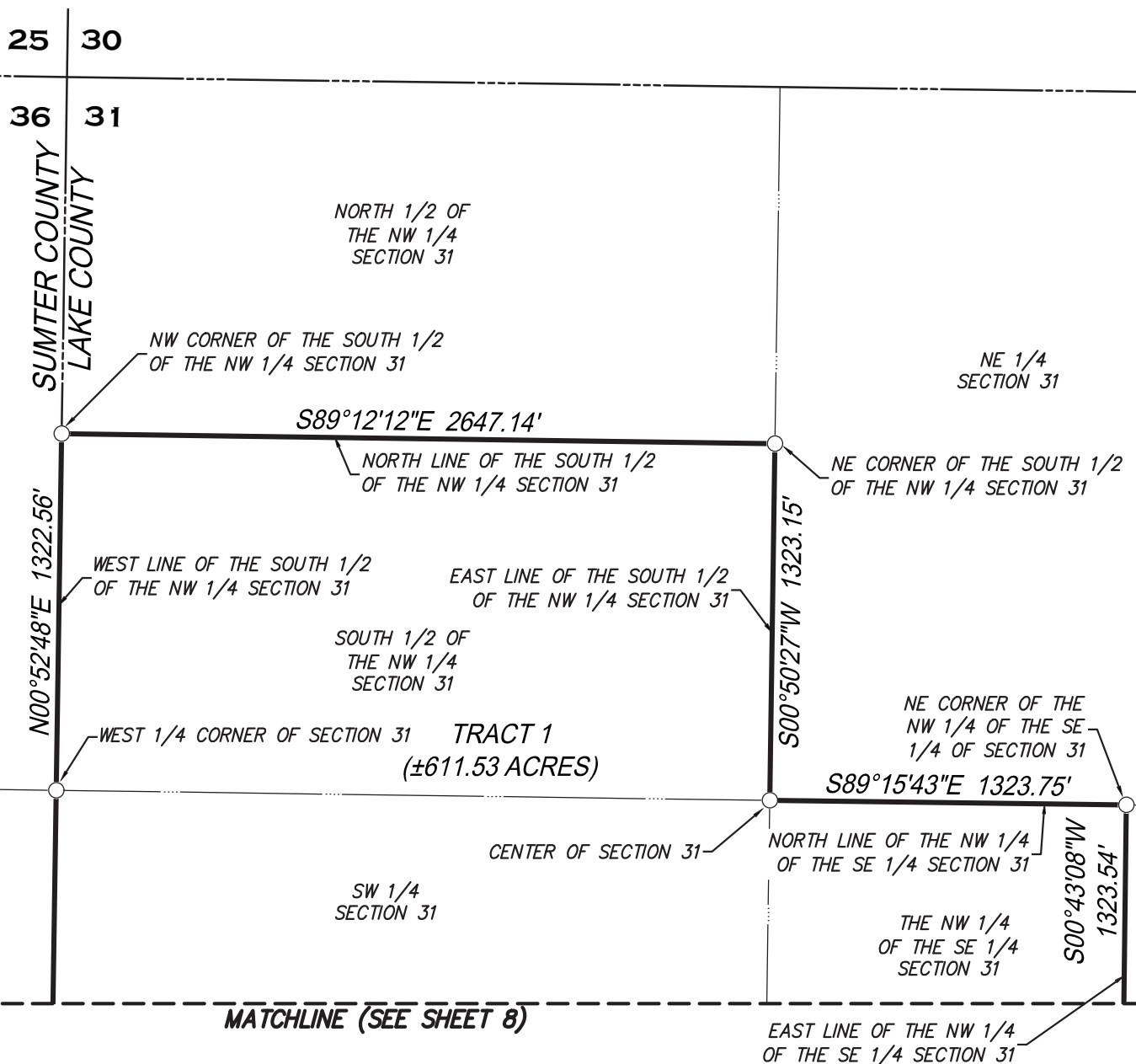
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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 "

SHEET 9 OF 12



SEE SHEETS 1-5 FOR DESCRIPTION
SEE SHEET 6 FOR KEY MAP
SEE SHEET 12 FOR CURVE & LINE TABLES



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TRACT 1
(±1,000.00 ACRES)

TRACT 2
(±105.62 ACRES)

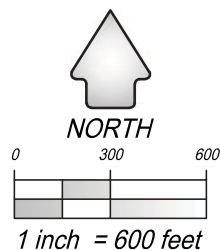
TRACT 3
(±513.27 ACRES)

Survey Data:

- North Line, NE 1/4, Section 6:** 100.00'
- Westerly Right-of-Way Line:** 1403.19'
- Easterly Right-of-Way Line:** 6490.63'
- County Road No. 48:** 1276.39'
- NE 1/4 of Section 6:** 1282.28'
- SW 1/4 of the NW 1/4 Section 5:** 1970.29'
- SE 1/4 of the NW 1/4 Section 5:** 2547.66'
- North Austin Merritt Road (50' Wide Public Right-of-Way):** 30' wide public right-of-way ORB 526, Page 405 & 407

Matchlines:

- Matchline (See Sheet 8):** Left side of the map.
- Matchline (See Sheet 11):** Right side of the map.



SEE SHEETS 1-5 FOR DESCRIPTION
SEE SHEET 6 FOR KEY MAP
SEE SHEET 12 FOR CURVE & LINE TABLES



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SURVEYING

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DRAWING NAME: S:\SURVEY NEW SURVEY\LAKE VILLAGES OF WEST LAKE\ZONING\VOWL 5TH AMENDMENT\CHAPTER 163 AMENDED AND RESTATED\AREA BY VOWL 5_CH163 AREA BDWG : 8.5X11 9/8/2022 5:22 PM BY: DSMITH
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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 11 OF 12

MATCHLINE (SEE SHEET 10)

MATCHLINE (SEE SHEET 7)

MATCHLINE (SEE SHEET 7)

NORTH AUSTIN MERRITT ROAD

(50' WIDE PUBLIC RIGHT-OF-WAY
ORB PG 405 & 407)

S35°27'16"E

424.68'

S10°21'18"W

555.30'

SW 1/4
SECTION 5

TRACT 3
(±513.27 ACRES)

WESTERLY OCCUPIED
RIGHT-OF-WAY LINE AS SHOWN
ON HALL FARNER & ASSOCIATES
SURVEY DATED 02/01/2005

S06°13'16"W
461.15'

ORB 523
PAGE 828

RADIAL =
S87°37'42"E

NE CORNER OF
SECTION 7

6

5

7

8

SOUTH LINE OF THE
SW 1/4 OF SECTION 5

N89°30'25"W 2645.41'

SOUTH 1/4 CORNER OF SECTION 5

L30

PNT

L29

L31

ORB 5129
PAGE 1486

EAST LINE OF THE NE
1/4 OF SECTION 7

SOUTH LINE OF THE
NORTH 1/2 NE 1/4
OF SECTION 7

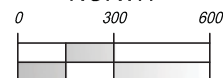
SE CORNER OF THE NORTH 1/2
OF THE NE 1/4 OF SECTION 7

N89°09'29"W 2646.95'

S00°33'51"W 1319.74'



NORTH



1 inch = 600 feet

SEE SHEETS 1-5 FOR DESCRIPTION
SEE SHEET 6 FOR KEY MAP
SEE SHEET 12 FOR CURVE & LINE TABLES



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DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE VILLAGES OF WEST LAKE\ZONING\VOWL 5TH AMENDMENT\CHAPTER 163 AMENDED AND RESTATED\AREA B\VOWL 5_CH163 AREA B.DWG : 8.5X11 9/8/2022 5:23 PM BY: DSMITH

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 12 OF 12

LINE TABLE		
LINE	BEARING	LENGTH
L1	S0°49'22"W	518.18'
L2	S89°10'38"E	217.51'
L3	N42°32'39"E	694.25'
L4	S89°10'38"E	215.45'
L7	S0°36'59"W	235.00'
L8	N89°09'35"W	180.00'
L9	N0°36'59"E	291.57'
L10	S89°10'38"E	533.63'
L11	S0°40'53"W	1089.08'
L12	N48°17'18"E	330.19'
L13	N35°31'22"E	267.42'
L14	S61°51'03"E	329.31'
L15	N69°07'56"E	229.87'
L16	S41°18'04"E	633.63'
L17	S0°41'46"W	137.17'
L18	S32°14'13"E	65.43'

LINE TABLE		
LINE	BEARING	LENGTH
L19	S80°20'05"E	454.05'
L20	S64°21'57"E	367.76'
L21	S43°33'02"W	374.77'
L22	S10°02'01"W	293.45'
L23	S33°21'10"E	248.66'
L24	S21°00'41"E	273.95'
L25	N71°39'22"W	207.87'
L26	S19°19'17"W	123.83'
L27	N80°39'04"W	454.13'
L28	S86°49'44"E	434.73'
L29	N89°23'30"W	216.28'
L30	S0°34'26"W	170.37'
L31	N89°23'24"W	69.69'
L32	S75°50'19"E	185.15'
L33	S0°36'59"W	13.91'
L34	N89°09'35"W	453.05'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	119.03'	5724.15	1° 11' 29"	119.03'	S37°08'59"W
C2	192.75'	5824.16	1° 53' 46"	192.74'	N36°47'51"E
C3	394.59'	1721.98	13° 07' 45"	393.73'	N65°32'13"W
C4	405.75'	1771.98	13° 07' 11"	404.87'	S65°31'56"E
C5	401.83'	639.96	35° 58' 34"	395.26'	S53°26'33"E
C6	243.53'	304.60	45° 48' 34"	237.10'	S12°32'59"E
C7	455.89'	1084.17	24° 05' 34"	452.54'	S09°40'29"E

SEE SHEETS 1-5 FOR DESCRIPTION
SEE SHEET 6 FOR KEY MAP
SEE SHEETS 7-11 FOR SKETCH



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Land Use Conversion Table The Villages of West Lake Revised October 2020																						
Land Use Conversion			TO:																	ITE Trip Generation Manual 10 th Edition PM Peak Hour Trip Generation		
			Villages Single-Family Residential	Villages Multi-Family Residential	Community Support District - Single Family	Community Support District - Multi-Family (1-2 stories)	Community Support District - Multi-Family (3+ stories)	Congregate Care / Independent Living Facility	Assisted Living Facility	Nursing Home / Skilled Nursing Facility	Hospital	Medical Office	Research & Development Center	Educational (University / College)	General Office	Commercial / Retail	Hotel	Light Industrial	Government Office			
		Units	DU	DU	DU	DU	DU	DU	Beds	Beds	Beds	KSF	KSF	Students	KSF	KSF	Rooms	KSF	KSF	Land use	ITE Code	Trip Generation Rate
FROM:	Villages Single-Family Residential	DU	1.000	1.750	0.285	0.500	0.636	1.944	1.346	1.591	0.185	0.101	0.714	2.333	0.304	0.092	0.583	0.556	0.205	Villages Single-Family Residential ¹	N/A	T= 0.35 *(X), X is # of Dwelling Units
	Villages Multi-Family Residential	DU	0.571	1.000	0.163	0.286	0.364	1.111	0.769	0.909	0.106	0.058	0.408	1.333	0.174	0.052	0.333	0.317	0.117	Villages Multi-Family Residential ¹	N/A	T= 0.20 *(X), X is # of Dwelling Units
	Community Support District - Single Family	DU	3.514	6.150	1.000	1.757	2.236	6.833	4.731	5.591	0.651	0.355	2.510	8.200	1.070	0.323	2.050	1.952	0.719	Community Support District - Single Family ²	N/A	T= 1.23 *(X), X is # of Dwelling Units
	Community Support District - Multi-Family (1-2 stories)	DU	2.000	3.500	0.569	1.000	1.273	3.889	2.692	3.182	0.370	0.202	1.429	4.667	0.609	0.184	1.167	1.111	0.409	Community Support District - Multi-Family (1-2 stories) ²	N/A	T= 0.70 *(X), X is # of Dwelling Units
	Community Support District - Multi-Family (3+ stories)	DU	1.571	2.750	0.447	0.786	1.000	3.056	2.115	2.500	0.291	0.159	1.122	3.667	0.478	0.144	0.917	0.873	0.322	Community Support District - Multi-Family (3+ stories) ²	N/A	T= 0.55 *(X), X is # of Dwelling Units
	Congregate Care / Independent Living Facility	DU	0.514	0.900	0.146	0.257	0.327	1.000	0.692	0.818	0.095	0.052	0.367	1.200	0.157	0.047	0.300	0.286	0.105	Congregate Care / Independent Living Facility	253	T= 0.18 *(X), X is # of Dwelling Units
	Assisted Living Facility	Beds	0.743	1.300	0.211	0.371	0.473	1.444	1.000	1.182	0.138	0.075	0.531	1.733	0.226	0.068	0.433	0.413	0.152	Assisted Living Facility	254	T= 0.26 *(X), X is # of Beds
	Nursing Home / Skilled Nursing Facility	Beds	0.629	1.100	0.179	0.314	0.400	1.222	0.846	1.000	0.116	0.064	0.449	1.467	0.191	0.058	0.367	0.349	0.129	Nursing Home / Skilled Nursing Facility	620	T= 0.22 *(X), X is # of Beds
	Hospital	Beds	5.400	9.450	1.537	2.700	3.436	10.500	7.269	8.591	1.000	0.546	3.857	12.600	1.643	0.496	3.150	3.000	1.105	Hospital	610	T= 1.89 *(X), X is # of Beds
	Medical Office	KSF	9.886	17.300	2.813	4.943	6.291	19.222	13.308	15.727	1.831	1.000	7.061	23.067	3.009	0.908	5.767	5.492	2.023	Medical Office	720	T= 3.46 *(X), X is 1,000 Square Feet
	Research & Development Center	KSF	1.400	2.450	0.398	0.700	0.891	2.722	1.885	2.227	0.259	0.142	1.000	3.267	0.426	0.129	0.817	0.778	0.287	Research & Development Center	760	T= 0.49 *(X), X is 1,000 Square Feet
	Educational (University / College)	Students	0.429	0.750	0.122	0.214	0.273	0.833	0.577	0.682	0.079	0.043	0.306	1.000	0.130	0.039	0.250	0.238	0.088	Educational (University / College)	550	T= 0.15 *(X), X is # of Students
	General Office	KSF	3.286	5.750	0.935	1.643	2.091	6.389	4.423	5.227	0.608	0.332	2.347	7.667	1.000	0.302	1.917	1.825	0.673	General Office	710	T= 1.15 *(X), X is 1,000 Square Feet
	Commercial / Retail	KSF	10.886	19.050	3.098	5.443	6.927	21.167	14.654	17.318	2.016	1.101	7.776	25.400	3.313	1.000	6.350	6.048	2.228	Commercial / Retail	820	T= 3.81 *(X), X is 1,000 Square Feet
	Hotel	Rooms	1.714	3.000	0.488	0.857	1.091	3.333	2.308	2.727	0.317	0.173	1.224	4.000	0.522	0.157	1.000	0.952	0.351	Hotel	310	T= 0.60 *(X), X is # of Rooms
	Light Industrial	KSF	1.800	3.150	0.512	0.900	1.145	3.500	2.423	2.864	0.333	0.182	1.286	4.200	0.548	0.165	1.050	1.000	0.368	Light Industrial	110	T= 0.63 *(X), X is 1,000 Square Feet
	Government Office	KSF	4.886	8.550	1.390	2.443	3.109	9.500	6.577	7.773	0.905	0.494	3.490	11.400	1.487	0.449	2.850	2.714	1.000	Government Office	730	T= 1.71 *(X), X is 1,000 Square Feet

¹ Source: Villages O-D Survey

² The Villages Community Support District (CSD) Adjusted Rate

The Villages®

The Villages of West Lake

Land Development Regulations

September 2022



Prepared by:



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Appendix 2: Development and Plat Application
Appendix 3: Engineer's Certification of Satisfactory Completion and Final Construction Clearance Procedure
Appendix 4: Electronic Application Submittal

Chapter 1: General Provisions and Procedures

1.1. Statement of Intent

(A) Purpose

The purpose and intent of this Land Development Regulation (LDR) is to create a customized set of regulations that applies only to The Villages development(s) located within the City of Leesburg (City), Florida, which is only a portion of and supports the larger Villages community, located within Sumter County, Lake County, the City of Wildwood, the Town of Lady Lake, and the City of Fruitland Park. The regulations and requirements contained herein have been made in accordance with the City's comprehensive plan while providing the Developer a reasonable assurance that The Villages development principles can be achieved and maintained. The City's portion of the overall development needs to maintain continuity with the remainder of The Villages, as it is a mature development with most of the residential units, street system, parks, recreation, and amenities in place to serve its residents. Thus, any requirements must consider The Villages as a whole, and not simply the portion within the City. In addition, this Code provides clarity and continuity for future development of The Villages within the City. This LDR, along with The Villages Construction and Development Manual, establishes the development standards that apply to this project, as amended by the Developer. The City of Leesburg's Code of Ordinances shall not be used to govern the development of this project. Any item omitted from this code shall be established and/or resolved by The Villages Development Review Committee (DRC).

(B) Requirements

In their interpretation and application, the provisions of this LDR require the following:

- (1) Promote the public health, safety, and general welfare of the residents;
- (2) Protect the character and maintain the stability of residential, commercial, industrial, agricultural, educational, cultural, recreational, historical, and environmental areas within the development;
- (3) Protect natural and environmentally significant resources;
- (4) Provide adequate open spaces and recreation facilities, which meet the needs of the residents;
- (5) Promote transportation choices to reduce traffic congestion and to improve mobility;
- (6) Define the powers and duties of the DRC;
- (7) Define the powers and duties of the Architectural Review Committee (ARC);
- (8) Ensure that all future development approvals and permits for both new and existing projects comply with this LDR;
- (9) Accomplish a more desirable community and environment than would be possible through the strict application of LDR requirements;
- (10) Create functional and aesthetic developments;
- (11) Preserve the natural resources of the land by providing scenic, functional, and interconnected open areas;
- (12) Minimize infrastructure and cost of streets and utilities throughout the development due to an efficient use of land.

1.2. General Development Provisions

(A) Conformity with Regulations

Following, and upon adoption of, the Chapter 163 Agreement and this LDR:

- (1) The regulations contained within this LDR shall be adhered to on all lands contained within the Age-Restricted Development (ARD) zoning classification known as The Villages of West Lake (VOWL);
- (2) No building, structure, or land shall be used or occupied unless in conformity with all of the regulations specified by this LDR;
- (3) No building or structure or part thereof shall be erected, constructed, reconstructed, moved, or structurally altered unless in conformity with all of the regulations specified by this LDR;
- (4) No building or other structure shall be erected or altered in such a manner as to exceed the permitted density or intensity provisions or occupy a greater portion of the lot area than allowed.

(B) Permit Required

No site plan or subdivision shall be approved, no plat shall be recorded, nor shall any building permit, Certificate of Occupancy (CO), or any other type of development order or permit be executed, unless the project meets all the requirements of, and has been approved in accordance with, this LDR.

1.3. The Villages Development Review Committee

The Villages DRC is a representative committee designated by the Developer to enforce the design standards that cover the commercial portion of the development. The design standards control the architectural, layout, and landscaping within the Project and provide for the authority of the Developer to enforce the design and intent of the commercial development. No commercial construction shall occur without approval from the City and the DRC.

1.4. The Villages Architectural Review Committee

The Villages ARC or its designee shall enforce the design standards and deed restrictions of the Developer that cover the residential portion of the development. The restrictions control changes to homes and home sites and provide for the authority of the Developer to enforce the design and intent of the residential development. Residential dwelling units or minor appurtenances thereto, such as private swimming pools, fences, yards, etc., shall be reviewed and approved by the ARC and permitted with the City.

1.5. Project Approval Process and Closeout Procedures

The purpose of this section is to establish consistent requirements and procedures for reviewing applications for site plan and/or subdivision approval.

(A) Projects required to obtain permits from the City shall adhere to the following process:

- (1) Application for development plan approval (Appendix 2) shall be made to the City Manager or designee and include the appropriate review fee. Application shall contain electronic plans (Appendix 4), signed and sealed by a registered professional engineer. Plans shall be prepared according to the standards of this LDR. No pre-application meeting is required. However, a Developer or land owner may request a meeting with staff for the purpose of discussing the proposed development prior to the formal application for approval as requested.
- (2) Within two (2) working days of the receipt of an application, the City shall determine whether the submittal is complete. Applicant will be notified immediately of an incomplete submittal.
- (3) When an application is determined to be complete, it shall be distributed for staff review no later than one (1) week from the date the application was determined to be complete.

- (4) All applications shall be reviewed by the staff and comments shall be delivered to the Applicant within 10 working days after application is determined complete.
- (5) The City Manager or designee shall issue a development order/permit within five (5) working days of unconditional staff approval or verification that the City Commission conditions for approval have been met. No site plan or improvement plan shall go before the Planning and Zoning Board and City Commission.
- (6) All site plan approvals shall terminate and become null and void automatically without notice if construction has not commenced within 24 months from the date of approval unless the Developer, City, and DRC agree to extend the approval.
- (7) The City agrees to initiate a Residential Building Permit Plan Review and issue a Residential Building Permit within 24 hours of submission, excluding weekends and holidays. The City agrees to initiate a nonresidential Building Plan Review and issue a nonresidential Building Permit within five (5) days of submission, excluding weekends and holidays. The City also agrees to issue residential and nonresidential Certificates of Occupancy within 24 hours of final inspection.
- (8) The City shall not review or comment on utilities that are not owned or maintained by the City. Dry utility designs are not required to be provided to the City for review. Easements and/or tract widths for utilities not owned by the City shall be determined by the utility having ownership and maintenance responsibilities.
- (9) Building elevations are not required for residential or commercial plan approval.
- (10) Plan changes made to the approved plans during construction shall be provided to the City's Planning and Zoning manager and Building Department to be placed into the file of record to update their records. A modification to the permit will not be required, unless required by the Planning and Zoning manager.

(B) Closeout Procedures

Unless a later date is requested by the Developer, final inspection of site improvements shall be scheduled no more than five (5) working days after receipt of the following information:

- (1) Upon completion of the public improvements, the Developer's Engineer shall submit a certificate stating that the work was constructed under their observation, and has been completed in substantial conformance with the approved development plans and in compliance with the requirements of the LDR (see Appendix 3: Engineer's Certification of Satisfactory Completion and Final Construction Clearance Procedure).
- (2) Prior to the acceptance of any privately or publicly maintained improvements, a registered Professional Engineer must certify in writing that the improvements were completed in accordance with the approved improvement plans and construction specifications. The Engineer will provide the Engineer's Certification of Completion and Record Drawings to the City for approval. Record drawings will be provided by the Engineer to the City for approval prior to issuance of site approval. Landscaping, screen walls, entry signage, and fencing is not required to be completed to obtain record drawing approval. The record drawings shall include all plan changes during construction, and shall include the following certification on the submitted plans from the Engineer including signature and date:
 - (a) "I hereby certify that the pavement, curbing, sidewalks, water, sewer, and storm drainage systems have been built in accordance with these "record" drawings. This certification is based on visual inspections. The record drawings are believed to be correct to the best of the Engineer's knowledge and the accuracy of the information cannot be guaranteed."
 - (b) Within 90 days of approval of the Record Drawings by the City, the Engineer will provide Final As-Built Plans, and Final Clearance of Potable Water and Sanitary Sewer Systems

by FDEP. The Engineer of Record (EOR) shall provide a letter to the City certifying that the constructed stormwater ponds have adequate volume for the development being certified complete. The Developer shall have perimeter walls and perimeter landscaping substantially complete except for where construction access is required or in areas where the buffer shall be installed with the dwelling unit. AutoCAD files of the final As-Builts will be provided to the City.

- (c) The water and sewer utility provider will review and sign off on FDEP Clearance forms for submittal. The utility clearance process shall not hold up or delay in any way the Record Drawing approval process. The potable water and sanitary sewer systems shall be cleared prior to the CO of a given dwelling unit.
- (3) All building structures and site improvements must be permitted by the City pursuant to Site Plans submitted to and approved by the City. The Developer shall install and complete all required site improvements with documentation including record drawings prior to the City issuing a CO for any permitted structure. Partial clearance may be obtained when proof is provided to the City that life safety items have been completed for CO.

1.6. Community Development Districts

It is anticipated that the development will include one or more Community Development Districts (CDDs) created by the City pursuant to Chapter 190, F.S. It is understood and agreed between the parties that any obligations or requirements placed on the Developer may be transferred to one (1) or more CDDs for implementation and operation, pursuant to the authority in Chapter 190.

1.7. Utility Providers

The Developer or assignees shall be the provider for water, sewer, reuse, and irrigation services.

1.8. Additional Studies

No environmental, archaeological, or transportation studies are required once the ARD zoning and Chapter 163 Agreement have been adopted. Additionally, there shall be no zoning review/compliance applications for site or building permits. All notice of commencements and certification of completions shall be reviewed and approved immediately once received by the City.

Chapter 2: Definitions and Interpretations

2.1. Interpretations of Certain Terms and Words

The terminology and words within this LDR shall be interpreted as follows:

- (A) The singular includes the plural and vice versa.
- (B) The masculine includes the feminine and neutral and vice versa.
- (C) The present tense includes the future.
- (D) The word "shall" is mandatory and the word "may" is permissive.
- (E) The word "person" includes an individual, child, firm, association, joint venture, partnership, estate, trust, syndicate, fiduciary, corporation, and all other groups or combinations.
- (F) The word "writing" includes handwriting, printing, word processed, and all other methods and means of forming letters and characters upon paper.
- (G) The word "land" includes the words water, marsh, swamp, gross land area, and gross acre of land.
- (H) All words defined in this LDR shall carry their customary meaning as found in Merriam-Webster's latest published edition unabridged dictionary.
- (I) Unless otherwise specified at the outset of a Chapter, the definitions listed in section 2.2 shall apply within this LDR.
- (J) Any abbreviations or acronyms used within this LDR are identified after the definition in parenthesis after the term below.

2.2. Definitions

Accessory use or structure: A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

Administrator: The City Manager or his designee.

Addition (to an existing building): Any walled and/or roofed expansion to the perimeter of a building in which the addition is connected by a common load-bearing wall other than a fire wall. Any walled and/or roofed addition which is connected by a fire wall or is separated by independent perimeter load-bearing walls is new construction.

Age-Restricted Development (ARD): A community/development project that meets the requirements for an age restricted community pursuant to the Federal and Florida Fair Housing requirements and where the land is planned and developed to provide housing with a mixture of housing types, plans for a mixed-use development pattern, provides for the recreational needs of its residents with amenities such as community centers, golf courses, trails, and other similar facilities, supports multiple modes of internal transportation such as bicycles, golf carts, pedestrians, and ensures protection of the environment and natural resources on-site. An ARD may include a Community Support District (CSD) which is a distinct, non-age restricted mixed use district in close proximity to the age restricted dwelling units. The CSD must, at a minimum, provide recreation and commercial uses for its residents but all land uses allowed within ARD are permitted in the CSD. Generally, the internal transportation network provided in the CSD is similar to what is found in the age restricted communities.

Alley: A private or public paved passageway between buildings or a passageway permitting access from a street to a garage or storage area.

Alteration of building: Any change in the supporting members of a building (such as load bearing walls, beams, columns and girders), any addition to a building, or any change in a building resulting from the movement of the building from one location to another.

Apartment or Condominium Building (ACB): A structure containing multiple dwelling units (DUs) in which other DUs may be located above or below it, and which any architectural feature integral to its design is connected with at least two (2) or more adjacent similar DUs. Units within apartment or condominium buildings are considered attached DUs.

Applicant: A person who has submitted an application to the City.

Architect: Means an architect licensed to do business by the State of Florida.

Arterial street: A street or roadway which is used primarily for fast or heavy volume traffic.

As-built plans: The final plans amended to include horizontal and/or vertical dimensional data of actual construction with data obtained and provided by a Florida licensed surveyor and mapper.

Assisted Living Facility (ALF): A facility where residents live in private units and receive assistance with limited aspects of personal care, such as: taking medication, bathing, or dressing. Units do not contain private kitchens and meals are provided from a common dining area. Staff is on duty 24 hours per day. This definition does not include nursing homes, convalescent centers, community residential homes, or independent living facilities (ILFs).

Base flood: means the flood having a one percent chance of being equaled or exceeded in any given year. Also called the "100-year flood" and the "regulatory flood" by the Federal Emergency Management Agency (FEMA).

Buffer: A natural or landscaped area which acts as a separation area between two (2) or more land uses, parcels, buildings, stormwater management areas, or paved areas.

Building: Any structure having a roof supported by columns or walls that is used or intended to be used for the enclosure, housing, or shelter of animals, persons, or property.

Building height: The vertical distance from the mean elevation of the finished grade of a building to the highest point of the roof surface. Building height shall be stated in feet.

Building permit: A formal notice of authorization required to be obtained from the City before any new construction or major alteration or expansion of existing structures is allowed.

Building setback: The distance between a given lot line, face of building, normal water line, right-of-way line, and any portion or part of any structure.

Building setback line: A line which represents the required building setback for a given building on a given lot.

Building site: A parcel of land upon which a building or structure has been, or is intended to be, constructed.

City: The City of Leesburg, Florida.

City Commission: The governing body of the City officially known as the Leesburg City Commission, including the mayor and other Commission members.

Clinic: A health facility, or portion of a health facility, where patients are not lodged overnight, but are examined and/or treated by licensed dentists, physicians, and/or other health care personnel.

Code of Ordinances: The Code of Ordinances of the City.

Collector Roadway: A street which carries traffic from local streets to the arterial streets in residential and business areas. Such streets serve as linkages between land access and mobility. Traffic volumes and speeds are usually moderate. Collector streets shall allow golf cars.

Community Development District (CDD): A local, special-purpose government framework authorized by Chapter 190, Florida Statutes as amended, and is an alternative to municipal incorporation for managing and financing infrastructure required to support development of a community.

Community residential home: A DU licensed to serve clients of the department of health and rehabilitative services, which provides a living environment for seven (7) to fourteen unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents. Homes with six (6) or fewer residents, which otherwise meet the definition of a community residential home, shall be deemed a single-family unit and a noncommercial, residential use. See F.S. § 419.001 (a).

Comprehensive Plan: The City of Leesburg Comprehensive Plan adopted by the City Commission and amendments thereto in compliance with the requirements of Florida statute.

Condominium: See "Apartment or Condominium Building."

Conforming lot: Any lawful lot which complies with the provisions of this LDR and other applicable City ordinances.

Conservation easement: A right or interest in real property, which is appropriate to retaining land or water areas predominately in their natural, scenic, open, or wooded condition, retaining such areas as suitable habitat for fish, plants, or wildlife, or maintaining existing land uses; and which prohibits or limits the activities as described in Florida statute.

Construction: Shall mean the building, assembling, expansion, modification, or alteration of the existing contours of the site, the erection of buildings or other structures, or any part thereof, or land clearing (unless an agricultural operation).

Corner lot: A lot or parcel of land which is located at the intersection of, and abutting on, at least two (2) streets.

County: Lake County, Florida.

Cul-de-sac: A local, dead-end street which has a turn-around at the closed end and is used primarily for access to the abutting properties.

Datum: A reference surface used to ensure that all elevation records are properly related. The current national datum is the National Geodetic Vertical Datum of 1929, which is expressed in relation to mean sea level, or the North American Vertical Datum of 1988. Density: means the maximum amount of DUs allowed on a project site. This relationship is identified on a unit per gross developable acre basis.

Developer: Any person who engages in or proposes to engage in development either as the owner or as the agent of an owner of property.

Development: All construction activity within the limits of the ARD zoning and land use category.

Development order: Any order, permit, or other official action of the City granting, or granting with conditions, an application for development.

Ditch: An artificial waterway for irrigation or stormwater conveyance.

Dwelling: Any building, or portion thereof, which is designed to be used, or is actually used, as living quarters for one or more persons, families, or households. Such a building must be supported by, at a minimum, walls which are complete from the bottom floor to roof.

Dwelling unit (DU): A room or group of rooms which is equipped for independent housekeeping and is occupied, or is intended to be occupied, by not more than one (1) person, household, or family.

Easement: A grant by the property owner to the public, a corporation, person, or other legal entity, of the use of a specific portion of land for a specific purpose.

Enclosed use: A use which is located entirely within a structure.

Excavation: The reducing or lowering of the natural level of ground.

Federal Emergency Management Agency: FEMA

Flood Insurance Rate Map (FIRM): An official map of the City on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the City.

Floor: The top surface of an enclosed area in a building (including basement), i.e., top of slab in concrete slab construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking vehicles.

Floor area: The gross horizontal area of all the floors in a building (including attics, basements, and penthouses). It is measured from the exterior faces or columns of the exterior walls of a building.

Floor Area Ratio (FAR): The ratio of a building's gross floor area to the area of the Project.

Florida Department of Environmental Protection: FDEP

Florida Department of Transportation: FDOT

Future Land Use Map (FLUM): The map within the future land use (FLU) element of the comprehensive plan that delineates the City's FLU designations pursuant to Florida statute.

Garage: An accessory building primarily used for the parking of one (1) or more motor vehicles.

Grade: The elevation of the ground surface.

Home Owner's Association (HOA) or Property Owner's Association (POA): An organization in a subdivision, condominium, or other similar development that makes and enforces rules for the properties within its jurisdiction.

Hotel: a commercial establishment providing lodging and, usually, meals and other services for the public, especially for travelers. This definition also includes motels.

Household: One (1) or more persons, not necessarily related by blood, marriage, or other legal action, who occupy a single DU and live as a single, non-profit housekeeping unit.

Independent Living Facility (ILF): A living arrangement in which people with special needs, especially seniors with disabilities, reside in independent living units which may contain a private kitchen. The facility may provide help with everyday tasks such as bathing, dressing, and taking medication. This definition does not include ALFs, nursing homes, or community residential homes.

Institution: The structure or land occupied by a group, cooperative, board, agency, or organization created for the purpose of carrying on functions of a public or semi-public nature. Examples of an institution include a hospital, health clinic, school, church, fraternal order, civic club, and orphanage.

Intensity: The maximum amount of building square footage allowed within the Project. This relationship is identified in "Floor Area Ratio".

Interior lot: A lot other than a corner lot or double frontage lot.

Karst features: Physical features in limestone such as sinkholes, depressions, and solution tubes that act as conduits reducing the travel time of water through limestone as compared to soil or to limestone lacking karst features.

Land Development Regulations (LDR): The Villages of West Lake Land Development Regulations (LDR).

Landscaping: Living plant material and non-living durable material used in outdoor environmental design that enhances the appearance of land.

Legal Description: A "courses and distances" legal description, often referred to as a "metes and bounds" legal description, which maps the desired property when transferred to GIS mapping software.

Local street: A street which connects properties to collector streets. These roads provide service which is of low average traffic volume and of high land access for abutting properties. Local streets shall allow golf cars.

Lot: Any tract or parcel being the least fractional part of a subdivision having limited fixed boundaries. A lot may be identified by an assigned number. Furthermore, a lot is capable of being lawfully occupied and utilized for a structure and/or use as defined in this LDR.

Lot depth: The horizontal distance (excluding surface or ground depressions) between the front lot line and the rear lot line.

Lot lines: The lines bounding a lot as defined in this LDR.

Lot width: The distance between the side lot lines, measured at point where the front setback is taken.

Main or principal building: The building in which the principal use of the lot is conducted.

Maintenance: The action taken to restore or preserve the functional design or intent of any facility, system, or structure.

Mining: An area of land upon which mining operations have been conducted, are being conducted, or are planned to be conducted, as the term is commonly used in the trade. Additionally, mining shall be considered all excavation not considered Stormwater Earthworks. Excavated mined materials can be transported offsite.

Mixed use building: A building which includes two (2) or more use categories, one (1) of which should be residential.

Motel: see "Hotel".

Multi-family residential: A structure containing multiple DUs in which other DUs are located above or below it, and which any architectural feature integral to its design is connected with at least two (2) or more adjacent similar DUs. Units within apartment or condominium buildings are considered attached DUs.

New construction: Structures for which the start of construction commenced on or after the effective date of this LDR.

Nonresidential Building (NRB): Any structure not containing a residential DU or residential use.

Nursing home: A facility for patients who are recovering health and strength after illness or injury, or receiving long-term care for chronic conditions, disabilities, or terminal illnesses. Facilities provide 24-hour supervised nursing care and feature extended treatment that is administered by a skilled nursing staff. The residents do not live in private units and the residents typically do not leave the facility until well enough to do so. The facilities provide personal care, room, board, laundry service, and organized activities. This definition does not include community residential facilities, ALFs, or ILFs. This definition does include convalescent centers and skilled nursing facilities.

Office: A building, room, or space where clerical, professional, or administrative activities are performed. Such a building, room, or space may be the principal structure, a portion of the principal structure, an accessory structure, or a portion of an accessory structure on a lot.

Open space: Shall include wetlands, preservation areas, greenspace, stormwater ponds, floodplain compensation areas, and landscape buffers. Open space may include areas such as trails, golf, plazas, courtyards, and other similar public areas. Open space may also include recreation areas and amenities, provided said amenities or areas are not enclosed with conditioned space. Open space shall not include areas within a right-of-way. Open space shall be calculated for the entire ARD area as a whole, not per individual projects.

Owner: The person in who is vested the fee ownership, dominion, or title of property (i.e., the proprietor). This term may also include a tenant, if chargeable under his lease for the maintenance of the property, and any agent of the owner or tenant including a developer.

Parking space: A portion of a parking area which is clearly marked as being intended for the storage of one (1) vehicle or golf car(s).

Permitted use: A use which is lawful under the terms of this LDR.

Person: Any and all persons including any individual, firm, corporation, governmental agency, business trust, estate, trust, partnership, association, two (2) or more persons having a joint or common interest, or any other legal entity.

Planning and Zoning Board: The City of Leesburg Planning and Zoning Board as provided for in this LDR.

Premises: A parcel of land and any structures occupying the parcel of land.

Principal building: See "Main or principal building."

Principal use: The actual primary function for which a lot and buildings upon it are used.

Private club: A building or portion thereof, owned and/or operated by a corporation, association, person, or group for a civic, educational, recreational, social, or other public or semi-public purpose.

Professional Surveyor and Mapper: A surveyor and mapper licensed by the State of Florida.

Project: The Project is the entire Villages of West Lake.

Recreational Vehicle Development (RVD): An area set aside primarily for temporary travel trailers, campers, and other recreational vehicles (RVs). This facility is intended to provide temporary, non-permanent water, sewer, and electrical hook-ups for such vehicles in exchange for a specified rate of compensation. This is considered a commercial use.

Reuse: Wastewater that is treated to meet public access standards.

Right-of-Way (ROW): An area of land over which people and goods have the right to pass or travel. A public right-of-way grants passage to all and may grant the right to park registered vehicles in accordance with City parking restrictions. A public right-of-way is a form of easement dedicated to the

City during subdivision or site plan for public use. Rights-of-way are not part of the adjacent parcels; the right-of-way boundary usually coincides with adjacent parcel property lines or tracts.

School: A building and/or property utilized for the purpose of providing formal primary, secondary, and/or post-secondary education/training.

Service street: A local street or alley used to provide rear-yard access to businesses, institutions, and residences for the purpose of providing services (for example, garbage collection or delivery services).

Sidewalk: A path that is intended for pedestrians and non-motorized vehicles. Sidewalks may be located on private property or within a right-of-way.

Sign: Any display device which is designed to visually or graphically inform, or attract the attention of, persons passing by the device.

Single Family Attached (SFA): A DU connected to at least one (1) adjacent DU by any architectural feature integral to its design or the design of its garage, excluding fences, posts, utility screen walls, stoops, driveways, walkways, and air conditioning pads.

Single Family Detached (SFD): A traditional stand-alone DU that houses a single family and shares no connection to another DU.

Site plan: The drawing(s) which put forth an applicant's proposal for the development of a particular piece of land that is certified by a registered professional engineer.

Southwest Florida Water Management District: SWFWMD

St. Johns River Water Management District: SJRWMD

Stormwater Earthworks: Excavation and filling on the project on a large scale over a large area to achieve final grades as established by the EOR and as approved by the water management district. Generating large quantities of soil via deep excavation and stockpiling the material is an approved and common use. Excavated material can be exported offsite.

Story: That portion of a building included between the surface of any floor and the surface of the next floor above it. In the event there is not a floor above the former, then the story is that portion of a building between the top floor and the ceiling above it.

Street: A public or private thoroughfare which affords the principal means of access to abutting property. Alleys shall not be considered streets.

Structure: A man-made object having a relatively stationary location on or in land or water whether or not it is affixed to the land or on a permanent foundation.

Subdivider: Any firm, corporation, partnership, person, or other legal entity who, acting as a unit, voluntarily engages in or proposes to engage in, the division of a parcel (or parcels) of land into smaller parcels of land.

Subdivision (residential):

(a) The division of any parcel of land into three (3) or more contiguous lots for the purpose of building, development, or transfer of ownership; or any division of a parcel of land requiring a new street or modification to an existing public street, or the provision of other public facilities or improvements, including but not limited to, drainage facilities and utilities. This term includes re-subdivision and, when appropriate to the context, relates to the process of subdividing or to the land or area subdivided.

(b) Subdivision shall not mean:

- (1) The transfer of property by sale, gift, or testate or intestate succession from the property owner to his or her spouse or lineal descendants, provided that all required utilities are in place prior to the issuance of a development permit,
- (2) The transfer of property between tenants in common or joint tenants for the purpose of dissolving the tenancy in common or joint tenancy,
- (3) The sale or exchange of parcels of land between owners of adjoining properties provided that additional lots are not thereby created and that the parcels remaining are not reduced below the minimum sizes required by the LDR.

Substantial improvement: Any combination of repairs, reconstruction, alteration, or improvements to a structure, taking place during the life of a structure in which the cumulative costs equals or exceeds 50 percent of the market value of the structure.

The market value of the structure should be:

- (a) The appraised value of the structure prior to the start of the initial repair or improvement, or;
- (b) In the case of damage, the value of the structure prior to the damage occurring. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include any project for improvement of a structure required to comply with existing health, sanitary, or safety code specifications, which are solely necessary to assure safe living conditions.

Tower: shall mean a structure, greater than 35 feet in height (including any antennas attached thereto), which supports one (1) or more antennas, not including however any amateur radio operator antenna as licensed for that purpose by the Federal Communications Commission (FCC).

U.S. Army Corp of Engineers: ACOE

Utility: Entity providing potable water, irrigation, and/or sanitary sewer services.

Wetlands: Lands which are identified by being inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances do or would support, a prevalence of vegetation typically adapted for life in saturated soil conditions. The definition includes all contiguous and noncontiguous or isolated wetlands to waters, water bodies, and watercourses. Wetlands include, but are not limited to, swamp hammocks, hardwood hybrid hammocks, riverine cypress, cypress ponds, bogs, wet prairies, and freshwater marshes.

Chapter 3: Zoning and Architectural Standards

3.1. General

The approved zoning for the project is Age-Restricted Development (ARD) as amended from time to time.

3.2. Principal Uses

The principle or main use(s) and associated structures of a property shall be allowed as one of the following:

A) Permitted Use

This use is hereby established as the general use(s) in the ARD zoning category as specified below and is a use of right when in compliance with the requirements of this LDR.

- (1) Conservation uses: wetlands, forested lands, pastures, environmental habitats, karst areas, open water, lands set aside to be protected and other similar uses;
- (2) Agricultural uses: citrus/field crop production; keeping and/or grazing of livestock; agricultural product transfer stations; silviculture; aquaculture; horticulture, greenhouses and nurseries (commercial); urban agriculture and other similar uses;
- (3) Residential uses: single family detached (SFD); single family attached (SFA); multi-family residential; apartment or condominium building (ACB); dwelling units (DUs) located above the ground floor in a mixed use building (MUB); community club houses, pools, or other amenities associated with residential projects; independent living facilities (ILFs) and other similar uses;
- (4) Institutional, governmental, tourism, civic, and recreational uses: public recreation facilities or parks; bed and breakfasts; hotels and motels; golf courses and driving ranges; commercial recreation facilities such as skating rinks, movie theaters, and other similar uses; health clubs and fitness centers; community residential homes; assisted living facilities (ALFs); nursing homes; skilled nursing facilities; child care facilities/day care; professional, business, and technical schools; public schools and private schools offering curricula similar to that of public schools; colleges and universities containing dormitories; churches and places of worship; museums and other cultural facilities; hospitals; veterinary clinics or temporary pet boarding; cemeteries and mausoleums; funeral homes, crematories, and other similar service establishments; private clubs and lodges; public buildings owned, operated, and used by a government entity such as city halls, city hall annexes, police and fire stations, libraries, post offices, and other similar uses; street and highway department garages or maintenance facilities; utility facilities such as electric sub stations, water and wastewater treatment plants, well sites, and other similar uses;
- (5) Commercial office and business park uses: business technology parks, medical or dental offices, professional service establishments and offices; banks, credit unions, and financial institutions and other similar uses;
- (6) Commercial retail uses: retail sales establishments such as department, electronic, office supply, grocery, and other similar stores; restaurants and cafes (without alcohol consumption or sales); bars, taverns, restaurants, or cafes serving alcohol (on and off-site consumption); liquor stores (sales of hard alcohol for off-site consumption); copy centers; beauty shops, dry cleaning, pet grooming, and other similar personal service establishments; specialty shops such as antique shops, art showrooms, boutiques, and other similar shops; service and repair shops for automobiles, small engines, and other similar uses; retail and wholesale commercial establishments for lumber, building, and landscaping supplies, farm equipment, and other similar uses with potential outside storage of products; auto dealerships, golf car and similar

sales; convenience stores; fuel stations; food trucks, temporary or permanent; indoor and outdoor commercial recreational uses; storage facilities (indoor); outdoor storage facilities for RVs, boats, campers, vehicles, machinery, equipment, or other similar items; RV developments and other similar uses;

- (7) Industrial uses: wholesaling, warehousing, bulk storage, or distribution establishments, and similar uses; research laboratories and associated activities; light manufacturing, assembling, processing, packaging, or fabricating; outdoor storage yards and similar uses such as junkyards, scrap yards, and salvage yards; building or landscape contractors with on-site equipment storage; concrete or asphalt plants; concrete block plants; manufacturing of nonhazardous materials; manufacturing or warehousing of chemicals, fertilizers, hazardous, or biohazardous materials; electric, gas, or energy generating facilities; solid waste transfer stations; landfills; tower and wireless communication services; mining and excavation and other similar uses;
- (8) Mining: No permitting or zoning approvals within the City is required. The developer shall provide the City with the approved FDEP and water management district permit as applicable prior to construction.

B) Agricultural

The property has historically been used for agricultural activities and the Developer may pursue bona fide agricultural and silvicultural uses on the property. For purposes of this LDR, Site Plan is defined as either a commercial site plan approval or a residential improvement plan approval from the City. There may be numerous site plans on the property. However, site plan approval is specific and does not necessarily apply to other areas on the property.

3.3. Accessory Uses and Structures

All accessory uses and structures shall be approved by The Villages DRC or ARC as applicable.

3.4. Temporary Uses

Temporary uses may be approved by the DRC.

3.5. Variances

All variances to this LDR shall be approved by The Villages DRC or ARC as applicable.

3.6. Recreational Vehicle Developments

(A) Purpose

The purpose of this section, applying to RVDs, is to provide an environment in which RVs or dwellings may be located to enhance the enjoyment of leisure time activities and to provide a means whereby the use occurring upon the land will be made more compatible with the surrounding properties. The following provisions shall apply to RVDs permitted by this LDR.

(B) Definition

An RVD shall include a parcel of land under unified management which has been planned, designed, and constructed for the placement of units for short-term, long-term, or permanent occupancy for recreational purposes.

(C) An RV shall include:

- (1) Travel trailer - A vehicular, portable structure built on a chassis, designed as temporary living quarters for travel, recreation, and vacation. This includes, but is not limited to: bumper pull, 5th wheel, sport utility, and various styles as pulled by a vehicle.
- (2) Truck camper - A structure designed to be mounted on a truck chassis for use as temporary living quarters for travel, recreation, and vacation.

- (3) Motor home - Constructed on a commercial truck chassis, a specially designed motor vehicle chassis, or a commercial bus chassis.
- (4) Camping trailer - A canvas or other collapsible folding structure, such as pop-up, or tent trailer, mounted on wheels, designed as temporary living quarters for travel, recreation, and vacation.
- (5) Park model (or park trailer) - A transportable unit, which has a body width not exceeding 14 feet, which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. Units constructed to ANAI A-19.5 shall not exceed 399 square feet. Units constructed to the U.S. Department of Housing and Urban Development (HUD) standard shall not exceed 500 square feet. All measurements are to be taken along the exterior when in a setup mode. All "park trailers" must be set up and anchored as established by the Florida Building Code.
- (6) Houseboat - A boat that has been designed or modified to be used primarily as a functional dwelling. Houseboats may or may not be motorized, and can be permanently moored to a fixed point attached to the land.

(D) A recreational dwelling shall include:

- (1) Cabin - A cabin is a small, permanent structure of no more than 1,500 square feet designed to provide lodging in a recreational area.
- (2) Tiny house - A tiny house is a small, permanent structure of no more than 500 square feet designed to provide lodging in a recreational area.
- (3) Glamping dwelling - A glamping dwelling may include, but is not limited to, a permanent or semi-permanent structure with a membranous exterior that may or may not be connected to utilities, but is securely fastened to the ground.
- (4) Tree house - An elevated, permanent platform structure used for lodging in a recreational area when connected to utilities necessary for operation of installed fixtures and appliances in or around treed areas.
- (5) Hill House - A permanent structure set at or just below earth plain used for lodging in a recreational area when connected to utilities necessary for operation of installed fixtures and appliances and cover with earth.

(E) Permit Process

- (1) RVDs must go through the site plan approval process in this LDR.
- (2) RVDs where units will be sold must also follow the Record Plat process.

(F) General provisions

- (1) RVDs shall be classified as a tourism-oriented mixed-use development, with a combination of residential, commercial, and support uses in the ARD zoning district.
- (2) As a condition of the site plan approval, the following uses may be permitted, but not limited to: commercial and non-commercial, recreation facilities (such as pavilions, sports courts, gathering spaces and structures, etc.), entertainment facilities, park offices, maintenance facilities, dumping stations, toilets, showers, laundry facilities, tourist-oriented retail developments, such as: retail sales establishments, personal service establishments, food service establishments with or without alcohol sales, child care centers, RV model units, or sales and service establishments, mobile homes, single family detached or attached dwellings, enclosed storage structures and storage garage facilities. No such structures shall be located within any required setback, any required perimeter buffer, or any utility or drainage easement.
- (a) Such uses shall be conducted for the convenience of the occupants and guests of the RVD, and the public;

(b) Such retail establishments may be oriented to the interior or exterior of the RVD.

(G) Specific provisions

- (1) All RVDs shall contain a minimum of 10 acres.
- (2) There shall be a building setback of 10 feet from any road right-of-way for any commercial building or accessory building.
- (3) Property adjacent to federal, state, or county highways shall maintain a minimum building setback of 50 feet from the highway right-of-way for any structure or RV. The minimum building setback for property adjacent to interior roads is 10 feet.
- (4) All RVs and additions shall have no side or rear setback, but must maintain 10 feet of building/RV separation.
- (5) A well-maintained, landscaped buffer of at least five (5) feet is required around the perimeter of the RVD.
- (6) There is no minimum lot size, lot width, or lot depth.
- (7) The density of 30 lots per acre may not be exceeded.
- (8) Internal roadways must have a minimum width of 12 feet for one-way drives or 24 feet for two-way drives.
- (9) Adequate trash disposal facilities or services shall be provided with easy access from each site.
- (10) Each lot shall be identified by a marker clearly visible at a minimum distance of 20 feet.
- (11) All structures, additions, and attachments located in the RVD must be constructed to meet standard building codes. Such additions and attachments shall include, but are not limited to: carports, storage sheds, cabanas, screen rooms, pull-out or tip-out units, skirting and awnings, pergolas, gazebos, and shall be permitted, except as qualified below:
 - (a) No such addition or attachment shall be attached to any RV having a vehicular body length less than 20 feet.
 - (b) Additions and attachments may be designed to be removable. They may be attached to the RV and parking or patio pad.
 - (c) No such addition or attachment shall be located within any setback, any perimeter buffer of the RVD, or any utility or drainage easement.
 - (d) Additions or attachments may be connected to utilities, including, but not limited to: sewer, water, electric, and gas.
 - (e) All additions and attachments must be properly permitted as required by state and local law.
- (12) All “park trailers” or “park models” shall be required to obtain permits prior to set-up or connection to utilities, as pursuant to this code.

3.7. Buffer Requirements

Table 3-1 lists the density, intensity, lot standards, buffers, and setbacks.

Table 3-1: Density, Intensity Lot Standards, Buffers, Setbacks

Age-Restricted Development (ARD)					
Density and Intensity					
Maximum Density	30 units/ ac				
Minimum Open Space ¹	20%				
Maximum FAR ²	0.5				
Maximum ISR	80%				
Lot Standard					
Building Type	Single Family Detached	Single Family Attached	Apartments/ Condominium Buildings/ ALF/ ILF/ Townhome	Nonresidential Building ⁶	Commercial/ Amenity
Minimum Living Area (sf)	400	400	400	NA	NA
Minimum Lot Width (ft)	30	NA	NA	NA	NA
Minimum Lot Depth (ft)	50	NA	NA	NA	NA
Maximum Lot Coverage (%)	100	100	100	100	100
Minimum Setbacks ^{3,7} (ft)					
Front	0	0	0	0	0
Rear	0	0	0	0	0
Side	0	0	0	0	0
Building Separation	*	*	*	*	*
Project Perimeter Building Setbacks ⁴					
Contiguous Property not within the Development	10 ft				
Property Owned by Developer	0				
Local - Arterial Roadway	0				
Federal/State/County Road	20 ft				
Building Height ⁵					
Building Type	Single Family Detached	Single Family Attached	Apartments/ Condominium Buildings/ ALF/ ILF/ Townhome	Nonresidential Building	Commercial/ Amenity
Maximum Building Height ⁵ (ft)	50' **	50' **	50' **	50' **	50' **

* Per Florida Building Code criteria

**Unless adequate fire protection is provided.

1. Open space shall include at a minimum passive and active recreational uses, buffers, stormwater ponds, recreation centers, wetlands/ other conservation areas, golf courses, parks, trails, and other easements/ tracts. A community development district (CDD), homeowner’s association (HOA), property owners association (POA), or other private entity, must maintain all such elements unless such elements are dedicated to the public and such maintenance shall be determined by separate agreement of such dedication. Open space areas will be assigned within the project as a whole, regardless of phase.

2. Up to a 3.0 FAR may be used in a town center, medical campus and similar use areas.

3. All setbacks shall be measured from the foundation or wall; however, eaves, roof overhangs, pilasters, and similar architectural features may protrude two (2) feet into a required setback. Air conditioning units, swimming pool filter pumps, patios, door stoops, steps, sidewalks and similar features shall not be considered as encroachments into setbacks.

4. Does not apply to what is generally known as signs, sign towers, walls and other similar features and parking.

5. The maximum building height applies unless adequate fire protection is available.

6. RVDs are considered non-residential units.

7. Water Towers and Cell Towers with wireless communication services shall have a setback of one half the height of the tower except those towers designed to collapse upon themselves.

(A) Perimeter Buffer

The development shall include a 20-foot perimeter landscape buffer easement or tract along the VOWL boundary lines. No perimeter landscape buffer is required where landscaped open space, recreation, golf, stormwater ponds, compensating storage areas, wetlands, upland buffers, or other conservation areas are located along the property boundary. In addition, no perimeter buffer shall be required for portions of the property that are adjacent to compatible uses being constructed by the same developer.

(B) Walls/ Fence

The 20-foot perimeter landscape buffer may be eliminated if an approximate six-foot high wall or opaque fence is installed, for which no landscaping is required. Walls or opaque fences may be constructed within project setbacks.

(C) Internal Parcels

No onsite landscape buffer shall be required between internal parcels or uses. No landscape buffer shall be required along perimeters of the project abutting properties not owned by the Developer with similar land uses.

(D) Stormwater Ponds

Stormwater ponds, existing topographic depressions, grading, and compensating storage areas shall be allowed within the perimeter landscape buffer.

(E) Residential Dwelling Unit Site

Where a 20-foot perimeter landscape buffer or wall/fence is required on residential dwelling unit sites, the landscape and irrigation or wall/fence shall be installed with each individual dwelling unit being constructed.

3.8. Commercial Architectural Standards

(A) Building Design

The design of individual buildings will be representative of the architectural style established by the Developer for the community and will be subject to review and approval by the DRC. These buildings may exhibit individual detailing for harmonious diversity and may vary in specific materials, finishes, and color palettes.

(B) Specific Architectural Design Standards

- (1) All commercial electrical controls, meters, etc. shall be mounted on building walls, free standing walls, or dumpster enclosure walls. Freestanding electrical “racks” shall be prohibited, unless specifically approved by The Villages DRC.
- (2) All commercial building-mounted boxes (i.e., electrical, irrigation control boxes, gas meters, etc.) and associated conduit and piping shall be painted to match the wall to which they are mounted, as permitted by the utility companies.
- (3) Exterior building lighting is permissible if the effect is compliant with the objective of achieving a soft glow rather than brilliant or glaring effect. Architectural lighting (fixtures attached to or integral with a building or structure) shall be selected or approved by the DRC.
- (4) Where dumpsters are required, enclosures shall be finished with materials, color, and detailing similar to the associated building. Dumpster enclosures that serve facilities that dispose of food waste or other organic materials shall be constructed with a drain and hose bib for wash down. Drains shall be connected to a grease interceptor.
- (5) Where required, Fire Department Connections (FDCs) must be located per governing fire department specifications and near other critical utilities (i.e., power disconnect, gas, etc.)

that may need to be turned off in case of a fire, unless specifically approved by The Villages DRC.

- (6) Buildings that require a fire sprinkler system shall have backflow preventers located inside the building.
- (7) All commercial rooftop equipment shall be screened with parapets, landscape, or architectural features.
- (8) All commercial ground-mounted heating, ventilation, and air conditioning (HVAC) equipment shall be screened with a structural and/or landscaped screen wall.
- (9) All project sign locations and design elements are exempt from the City's sign requirements and sign permits and shall be determined and approved by the DRC. These include the following:
 - (a) Project "Welcome" signs
 - (b) Primary entry wall features and signs
 - (c) Secondary entry wall features and identification signs
 - (d) Directional signs
 - (e) Occupant identification signs
- (10) All project lighting shall be designed to meet the guidelines established by the Illumination Engineer's Society (IES) to provide safe lighting levels, to the maximum extent possible as determined by the Florida-licensed design professional who prepares the lighting layout.

(C) Landscape Design Objectives

The overall objective of landscape design in the development is to create a unique and instantly recognizable setting with a consistent sense of design character for the various uses, facilities, and common areas within the community. The landscape may vary in character based on the specific architectural design. The scale and extent of the landscaping will reflect that of the building, site, and setting, as well as that of other sites in the vicinity. The consistency of the landscaping is intended to add an image of quality to the community and to unite the various uses and facilities within the project through consistency of materials and continuity of design.

The design of all landscaping and irrigation within the community will occur via a review and approval process administrated by the DRC. For optimum creativity and quality, this process must be somewhat subjective, thus a limited number of specific criteria can be cited herein. The design effect will be defined and perpetuated by completed areas within the community as they are built. The DRC will require the same design approach for all subsequent facilities in the project, including outparcels developed by others.

(D) Maintenance of Common Areas

Maintenance of structures and common areas, including landscape maintenance, within the development shall be owned and maintained by the POA, HOA, and/or a CDD, at no cost or obligation to the City. The Developer/owner shall create guidelines for the maintenance of common areas.

3.9. Street Names and Address Numbers

Street names and address numbers for dwelling units and places of business on all public and private streets shall be assigned by The Villages.

Chapter 4: Site Plan Regulations

4.1. Site Plan Review Process and Permits

(A) Site Plan Requirement

An approved site plan is required prior to the issuance of a building permit. It shall be unlawful for any person to construct, erect, or alter a building or structure or to develop land for which a site plan is required except in accordance with an approved site plan.

(B) Applicability

The requirement for site plan approval applies to all sites located within the ARD zoning classification.

(C) Pre-Design Meeting

It is recommended that each applicant have a pre-design conference with The Villages DRC prior to preparing plans and permit applications.

(D) Site Plan Application

Applicants seeking site plan approval shall submit an application to the City and The Villages DRC for a concurrent review.

(E) Permits

The applicant shall obtain permits from the City, The Villages DRC, the water management district, and FDEP as applicable prior to the issuance of a certificate of occupancy by the City.

(F) Expiration of Approvals

The approval of the site plan shall be valid for a period of 12 months. If the applicant has not obtained a permit for construction of the site within 12 months and if an extension of time has not been approved by the City Commission and The Villages DRC on a demonstration of good cause, approval shall be automatically revoked and the applicant must reapply under the provisions of this LDR.

(G) Plan Approval

The approved site plan shall be the governing document for all such development. Where there are conflicts or discrepancies with other city policies, procedures, ordinances, or regulations, the Villages DRC shall govern.

(H) Minor Site Plans

Minor site plans are required for nonresidential development that has been determined by the City to have limited potential for off-site impacts. Minor site plans may be approved by the Planning and Zoning Manager. Due to the limited off-site impacts, submittals are not required to provide all required information listed below. Refer to the minor site plan application for required submittals.

Minor site plans may apply to the following:

- (1) Additions to existing structures that are less than 50 percent of the total square footage of the existing structure and do not exceed 2,500 square feet,
- (2) Changes in use without addition to existing structures but require other on-site improvements such as stormwater or parking improvements, and/or
- (3) Accessory structures such as restroom facilities, dumpsters, pavilions, amenities, golf starter facilities, guard houses, etc. that adhere to the following criteria:

- (a) Does not exceed 2,500 square feet;
- (b) Restricted to one (1) story;
- (c) Consistent construction and architectural style as the primary structure.

4.2. Site Plan Requirements

(A) Layout

Site plans shall be prepared on sets of sheets with a minimum size of 18 inches by 24 inches. A key map or sheet must be provided for easy navigation through the individual sheets.

(B) Minimum Requirements

The applicant shall have a registered professional engineer prepare the plans and calculations in conformance with the format, design, and improvement standards required by these regulations and the requirements of other regulatory agencies. All submittals shall contain the following minimum standards:

- (1) Each applicable site plan sheet shall be prepared by a Florida licensed engineer or surveyor as the context requires.
- (2) All applications must be accompanied by proof of property ownership in the form of a copy of a deed or the most current property tax bill.
- (3) A topographic survey showing existing contour intervals of one foot for the site, extending 50 feet beyond the site boundary, where practical, and including water surface elevations for all water bodies and the date obtained; and proposed finished elevations based on the most recent United States Geodetic Survey topographic data (NAVD88), prepared by a professional surveyor licensed to do business in the State of Florida.
- (4) The scale must be no smaller than one inch equals 100 feet. Information may be combined in the drawings so long as they remain uncluttered and readable.
- (5) A vicinity map showing the location of the proposed site plan with relationships to surrounding streets and thoroughfares.
- (6) Title sheet must include:
 - (a) Location Map;
 - (b) Legal Description;
 - (c) Owner/consultant contact information including name, address, and phone numbers;
 - (d) Index list of sheets.
- (7) Geometry Plan must include – as applicable to the project:
 - (a) Site data;
 - Parcel area, pavement and building area, and open space area
 - Zoning
 - Proposed land use
 - Required and actual parking to be provided
 - Flood zones, if applicable
 - (b) Dimensions (including building dimensions);
 - (c) Sign locations;
 - (d) Dumpster pads with solid enclosures and solid gates are required. Food preparation businesses must install a dumpster pad drain connected to a grease interceptor;
 - (e) Boundary bearing and distances;
 - (f) Building setbacks;
 - (g) Handicap spaces and signs;

- (h) Traffic signs and striping - All traffic control signs (including handicap parking signs) must be installed on “decorative” posts in accordance with The Villages standards;
 - (i) Driveway pavement radii - All driveway entrance radii must be a minimum of 35 feet and all driveway exit radii must be 25 feet;
 - (j) Utility contacts.
- (8) Joint use easements for shared driveways, if applicable.
- (9) Grading and Drainage Plan must include:
 - (a) Existing topography - topographic surveys must be based on NAVD 88 datum;
 - (b) Proposed grades;
 - (c) Wetlands and/or surface waters;
 - (d) Storm sewer mains and inlets, including pipe lengths and percent grade;
 - (e) Finished floor elevations;
 - (f) Roof drains - downspouts are not allowed to discharge onto grass or landscape areas;
 - (g) Landscape berms;
 - (h) Proposed grading to streets, property lines, etc.
- (10) Utility Plan must include the following as applicable to the site:
 - (a) Water mains and service lines;
 - (b) Sanitary sewer system;
 - (c) Water meter and backflow prevention assembly locations and sizes;
 - (d) Street lights;
 - (e) Nearest fire hydrant location(s);
 - (f) FDC, if applicable - Above-ground backflow preventers are not permitted. Fire sprinkler system backflow preventers should be located in the vertical riser within the building;
 - (g) Grease interceptors – required in an external location for any business supplying food services.
- (11) Erosion and Sediment Control Plan – must include:
 - (a) Silt fencing;
 - (b) Inlet protection (on-site and off-site);
 - (c) Temporary gravel construction entrance.

4.3. Site Plan Permit Exemptions

The following project improvements are not required to obtain a permit from the City:

- (A) Stormwater earthwork plans;
- (B) Monument or directional signs;
- (C) Clearing and tree removal;
- (D) Site debris removal and burning;
- (E) Non-potable wells;
- (F) Onsite water, sewer, irrigation, and reuse infrastructure;
- (G) Walls/fences;
- (H) Lighting (photometric plans);
- (I) Landscape plans;
- (J) Demolition.

Chapter 5: Subdivision Regulations

5.1. General

(A) Subdivision Plan Requirement

An approved subdivision plan is required prior to the issuance of a building permit. It shall be unlawful for any person to construct, erect, or alter a building or structure or to develop or improve land for which a permit is required except in accordance with an approved subdivision/improvement plan. The requirement for a subdivision/improvement plan approval applies to all subdivisions located within the ARD zoning classification.

(B) Subdivision/Improvement Plan and Plat Application

Applicants seeking subdivision/improvement plan and/or plat approval shall submit an application to the City. The Developer may submit multiple projects for approval under a single application. The cover sheet shall state all projects seeking approval.

(C) Permits

The applicant shall obtain permits from the City, the water management district, and FDEP as applicable prior to the issuance of a certificate of occupancy by the City.

(D) Expiration of Approvals

The approval of the subdivision/improvement plan shall be valid for a period of 60 months. If the applicant has not obtained a permit for construction of the site within 60 months and if an extension of time has not been approved by the City Commission on a demonstration of good cause, approval shall be automatically revoked and the applicant must reapply under the provisions of this LDR or any subsequent code in effect.

(E) Garage or Carport

Minimum one (1) car parking shall be provided per residential unit for single family dwelling units

(F) Landscape or Photometric Plans

No landscape or photometric plans are required.

(G) Commercial Roadways and Subdivisions

Non-publicly dedicated roadways and non-residential subdivisions may be constructed from time to time pursuant to individual site plan approval without the need for platting.

5.2. Procedure for Subdividing Land

All submittals of plans and applications will be made to the City. There shall be two (2) stages for the approval of all subdivision plats. These stages are intended to allow for a full and adequate review by the City in order to ensure and protect the public interest. These two (2) stages include a subdivision/improvement plan and final plat.

The mylar, or equivalent material copy of the approved final plat, will be retained by the City for the purpose of recording with the Clerk of the Courts of Lake County after approval by the City Commission. All fees and documents required by the Clerk for filing and recording of the approved final plat shall be transmitted through the Community Development Department to the County Clerk within three (3) days when final approval is received. No plat of lands in the City subject to this LDR shall be recorded, whether as an independent instrument or by attachment to another instrument entitled to record, unless and until such plat has been approved by the City Commission.

5.3. Lot Split/Lot Line Deviation

(A) Application Process

The following items and application fees are required when applying for a lot split or deviation. All submittals are to be sent to the City of Leesburg, Community Development Department for approval. All information must be supplied in digital format in accordance with the City's digital submittal standards.

(B) Submission Requirements

- (1) Application form provided by City (Appendix 2)
- (2) A boundary survey for all parcels that includes and identifies the following:
 - (a) Overall legal description of the original parcel
 - (b) Legal description of each parcel created
 - (c) Legal description of all existing and created easements
 - (d) All existing structures and improvements
 - (e) 100-year flood zone and elevation
 - (f) Jurisdictional wetland line and/or environmental easement
- (3) Copy of the property record card or recorded warranty deed(s)
- (4) Lot split review fee

5.4. Subdivision/Improvement Plan Submittal Requirements

(A) Layout

Subdivision/improvement plans shall be prepared on sheets with a minimum size of 18 inches by 24 inches. A key map or sheet must be provided for easy navigation through the individual sheets.

(B) Minimum Requirements

The applicant shall have a registered professional engineer prepare the plans and calculations in conformance with the format, design, and improvement standards required by these regulations and the requirements of other regulatory agencies. All submittals shall contain the following at a minimum:

- (1) Title with the following information:
 - (a) Proposed subdivision name;
 - (b) Section, township, and range of the property;
 - (c) Date of preparation.
- (2) Scale and north arrow;
- (3) Vicinity map showing relationship between area proposed for development and surrounding properties, streets, and landmarks;
- (4) Legend showing information such as zoning, acreage to be subdivided, number of lots, phase number, and datum;
- (5) Legal description and tax identification of the lands to be subdivided; if multiple subdivisions are submitted under a single application, the overall legal description including all projects shall be provided;
- (6) Certification of registered professional engineer;
- (7) Contact information of the property owner, surveyor, and engineer;
- (8) Bearings and distances of boundary lines with a thicker line;
- (9) Location, width, and purpose of existing and proposed easements and rights-of-way;
- (10) The lot lines, typical lot dimensions, and lot numbers shall be shown;

- (11) Identification of existing and proposed streets on and adjacent to the tract to be subdivided including: the name, right-of-way width and location; approximate grades and gradients; type, width, and elevation of surfacing; and legally established centerline elevations, sidewalks, paths, curbs, gutters, culverts, etc., as applicable. Locations of all median openings in the vicinity and access points on both sides of all abutting roadways must also be shown;
- (12) Identification of existing and proposed utilities on and adjacent to the tract to be subdivided, including storm, sanitary sewer, water, irrigation, and reuse plans as applicable;
- (13) Contours at a minimum of one-foot intervals for the tract being subdivided and extending 25 feet beyond the property line;
- (14) The pipe utility systems (i.e. potable water, sanitary sewer, reuse, irrigation) for each project shall be shown on a master plan. The master plan shall indicate the general locations of all easements, mains, manholes, valves, hydrants, services, and service laterals with respect to the proposed development improvements and the existing systems. Main sizes shall be indicated on the master plan;

5.5. Final Plat Submittal Requirements

(A) Final Plat Map

The required submittals, meeting the legal requirements of platting, of the final plat shall consist of a fully-executed, correct plat map, meeting all state and City standards. The final plat shall be drawn with black drawing ink on mylar, using sheets sized 24 inches by 36 inches at a scale of sufficient size to show all detail. Each sheet shall have a marginal line completely around the sheet placed to leave three-inch binding margin on the left and one-half inch margin on the other three (3) sides. Final plats shall meet all the requirements of F.S. Chapter 177 and shall be so certified by the Professional Surveyor/Mapper.

(B) Additional Required Submittals

Approval of the final plat shall be made only pursuant to certification of adequacy of the following list of required submittals by the City:

- (1) Copies of the maps shall be submitted to the Community Development Department. The sheet size shall be 24 inches by 36 inches unless another size is approved. In lieu of as-built construction drawings, one (1) of the following may be submitted: escrow agreement, performance bond, Developer's surety company completion bond, or Developer's cash completion bond.
- (2) The approval of any subdivision plan shall be subject to the applicant guaranteeing the installation and maintenance of the required improvements, where facilities are to be conveyed to the City, by filing a performance bond or bonds executed by an approved surety company in the amount of 120 percent of the construction costs, including landfill costs. Costs for construction shall be determined by an estimate by the applicant's engineer, or a copy of the actual construction contracts as provided. Subdivisions being developed in a CDD shall be exempt from performance bonds.
- (3) In all cases where public improvements occur, a two-year maintenance bond in the amount of 20 percent of the construction costs must be submitted. In lieu of a surety, a cashier's check or certified check may be used as the form of guaranty when accompanied by a maintenance bond agreement. The amounts of the performance and maintenance bond must be approved as adequate by the City. At the conclusion of the two-year maintenance period, the Developer may petition the City to release the maintenance

bond. The City will inspect the public improvements and issue a determination of any public improvements covered by the bond that are in need of repair. Upon verification that all repairs have been made, the City will release the maintenance bond. Subdivisions and roadways being developed in a CDD shall be exempt from maintenance bonds.

- (4) Upon submittal by the Developer's engineer of a Certification of Completion stating that the work was constructed under their observation, and has been completed in substantial conformance with the approved development plans and in compliance with the requirements of this LDR; the City will have five (5) working days to provide Developer with a letter of approval. The date of the letter of approval from the City will begin the two-year maintenance period. 90 days before the two-year maintenance period is up, the Developer will notice the City that the two-year maintenance period is up. 30 days before the 90 day period ends, the City will inspect and either provide a punch list items or approval and begin maintenance of the roadway at the end of the two-year period.
- (5) Any protective deed covenants to be placed on the property shall be notarized and in a form suitable for recording.
- (6) A certificate of ownership, signed by a licensed attorney-at-law or an abstract company, in accordance with Florida statute in a form approved by the City Attorney.
- (7) If there is a HOA, then an agreement outlining the supervision and maintenance of all common areas within the subdivision.
- (8) Copies of all applicable permits (i.e. driveway, water management district, County, FDOT, etc) shall be provided.

(C) Clerk of Circuit Court Recording

Within three (3) days, the approved plat shall be submitted to the Clerk of Circuit Court for recording with the recording fee. At the time of recording, the following shall be submitted to the Clerk for distribution:

- (9) The original mylar, final plat and three (3) mylar copies to be contained within the Clerk's original plat book, and
- (10) An additional copy of the final plat for public record.

5.6. Completion and Inspection of Improvements

All physical improvements (including all utilities) shall be installed in accordance with the approved improvement plan. The applicant shall notify the City as to all plan modifications during construction if field conditions, or other circumstances, necessitate changes. The improvements may be completed by one (1) of the following:

- (A) Prior to the filing of the final plat for approval;
- (B) Surety performance bond, if applicable;
With the City Commission's approval, the Developer, in lieu of completing the improvements as stated above, shall furnish a surety performance bond to the Commission for and on behalf of the City. The bond should be sufficient to cover the cost of remaining uncompleted improvements required to be installed by the subdivider. Subdivisions and roadways being developed in a CDD shall be exempt from performance bonds.
- (C) Permanent Reference Monuments (PRMs), Permanent Control Points (PCPs), and other corners set in accordance with chapter 177 Florida Statutes; and/or
- (D) The plat shall be reviewed for conformity to F.S. Chapter 177 by a Professional Surveyor and Mapper either employed by the City or under contract to the City, and evidence of such review

shall be placed on the plat. Field verification of any points or measurements shown on the plat will not be required for said review.

5.7. Model Homes

Except as otherwise provided for in this section, no building permit shall be issued until such time as a certificate of completion has been issued by the City Engineer and final plat approval has been obtained. A developer may be allowed to obtain building permits on up to 49 percent of the approved lots within a proposed subdivision prior to the issuance of a certificate of completion by the City and final plat approval. A CO will not be issued on any model home permitted by this section until the City has issued a certificate of completion.

Chapter 6: Technical Standards

6.1. Potable Water

The specifications for the construction of the potable water system can be found within the latest edition of The Villages Construction and Development Manual (Appendix 1). The specifications shall meet FDEP criteria. The level of service for an Equivalent Residential Unit (ERU) for the potable water system is 86 gallons per day (gpd) on an average annual basis. The design criteria for the potable water system include the following:

(A) Water Valves

Water valves shall be provided as stated below for all branch connections, loop ends, fire hydrant stubs, or other locations, as required to provide an operable, easily maintained, and repaired water distribution system.

- (1) Valves are to be placed so that the maximum allowable length of the water main required to be shut down for repair work is 500 feet for pipe sections with customer services or 1,000 feet for pipe sections without customer services.
- (2) Valves are to be placed on all new fire hydrant stubs; at both ends of all jack and bore crossings; and at both ends of crossings of streets classified as major collector roads, arterial roads, or with three (3) or more thru lanes of traffic.
- (3) As a general rule, the placement of the valves at a branch connection shall be downstream of the source of water.
- (4) Gate valves shall be used for water mains with a diameter up to and including 12 inches and butterfly valves shall be used for water mains with a diameter of 16 inches or greater.
- (5) Air release valves (ARVs) shall be installed on all transmission mains where the change in elevation is equal to or greater than 0.5 times the diameter of the water main.
- (6) Two-inch blow off valves shall be installed on all terminating mains that do not include a fire hydrant.

(B) Water Mains

- (1) Water mains shall be sized appropriately to meet the minimum design pressure and required fire flow.
- (2) Minimum depth of all water mains shall be three-feet from the top of pipe to finished grade.
- (3) All water mains, other than individual service lines, shall be looped where practical.

(C) Fire Hydrants

Where fire hydrants or fire systems are to be installed, the minimum diameter water main serving the hydrant shall be six (6) inches for looped lines and eight (8) inches for dead end lines. A maximum of two (2) fire hydrants shall be allowed on a looped six-inch water main and no more than one (1) hydrant on a dead end eight-inch water main. All hydrant connections off the water mains shall be six (6) inches in diameter. Fire hydrants shall be provided and approved by the appropriate fire department having jurisdiction over the project area.

(D) Design Calculations

Design calculations, prepared by a registered professional engineer, shall be submitted to the utility provider for review concurrent with the plans that demonstrate the capability of the proposed potable water system of providing the required fire hydrant flow (minimum 1,000 gpm) plus maximum day customer demand flow at all parts of the system. The design calculations shall demonstrate the expected operating pressures for the water system. The working pressures within the system shall not exceed the pressure class of the pipe with a 1.5 safety factor. All

pressure connections on the existing system used for calculation purposes shall be based upon a recent fire hydrant flow test, water treatment plant operating data, etc. Water main capacity shall be designed to maintain a minimum pressure of 25 pounds per square inch (psi) at street level under all fire flow conditions.

(E) Water Services

Water services shall be installed on each lot and may be either single or double type services for subdivision lots, both residential and commercial.

(F) Separation Between Sanitary Sewers and Water Mains

The minimum horizontal separation between sanitary sewers and existing or proposed water mains shall in accordance with FDEP regulations.

6.2. Sanitary Sewer

The specifications for the construction of the sanitary sewer system can found within The Villages Construction and Development Manual, latest edition. The level of service for an ERU for the sanitary sewer system is 86 gpd on an average annual basis. The specifications shall meet FDEP criteria and minimum pipe slopes listed in Table 6-1. The design criterion for the sanitary sewer system is as follows:

(A) Manhole Connection

A drop manhole connection shall be required for all inverts 24 inches or more above the floor of the manhole.

(B) Service Lines

Unless otherwise approved by the Utility, service lines from the property line to the collection sewer shall be at a minimum depth of three (3) feet at the property line and shall be laid to straight alignment and uniform slope compliant with FDEP regulations. All service lines shall be at least four (4) inches in diameter. Cleanouts shall be provided as determined by the engineer of record, but shall not be spaced greater than 100 feet.

(C) Air Release Valves

ARVs shall be provided in high spots of force mains as shown on the drawings or as directed. If obstructions are encountered during construction that cause a dip and a consequent sharp rise in the force main, then an air release valve shall be installed at the newly created high point upstream from the dip.

(D) Design Considerations

- (1) Sewers 24 inches in diameter or less shall be installed with straight alignment and grade between manholes.
- (2) Manhole spacing shall not exceed 400 feet for sewer mains 15 inches or less, and 500 feet for sizes larger.
- (3) All sanitary sewer mains shall terminate in manholes.
- (4) All manholes and sewers shall be located in public rights-of-way or assigned easements.

(E) Sanitary Sewer Easements

Sanitary sewer easements shall be required for all gravity sanitary sewer lines which are not in a public right-of-way. Easements shall be a minimum of 10 feet wide for sanitary sewers that are not more than 10 feet deep. For sewers that are more than 10 feet deep, the easement shall be a minimum of 20 feet wide. The utility provider may approve a narrower easement.

(F) Sewer Main Dimensions

Sewer main pipe diameters shall be a minimum of eight (8) inches in diameter. Sewer service laterals shall be a minimum of four (4) inches in diameter.

(G) Mean Velocities

Sewer mains and laterals shall be designed and constructed to give mean velocities, when flowing full, of not less than two feet per second based on the Manning formula using an “n” value of 0.013.

Table 6-1: Minimum Pipe Slopes

Pipe Diameter	Minimum Slope (%)
4/6-in (building sewer or sewer lateral)	1.00
8-in (gravity sewer main)	0.40
10-in (gravity sewer main)	0.28
12-in (gravity sewer main)	0.22

(H) Sewer Main Cover

Sewer mains shall maintain a minimum cover of 36 inches. The depth of cover shall be measured from the top of sewer main to the finished grade directly above the pipe.

(I) Manholes

Manholes shall have a maximum spacing between sewer manholes shall not exceed 400 feet for sewer mains 15 inches or less and 500 feet for sizes larger. A manhole shall be required for all changes in slope or alignment.

(J) Lateral Length

Lateral length shall be limited to a maximum of 150 feet. Cleanouts shall be provided at a minimum of every 100 feet.

(K) Force Mains

Force mains shall be designed to maintain a minimum velocity of two feet per second. Temporary conditions may allow lower velocities with approval from the utility provider. The working pressures within the system shall not exceed the pressure class of the pipe with a 2.0 safety factor.

(L) Valves

Valves shall be installed on all subsidiary force mains at the point of connection to the major main.

(M) Generators

Generators at sanitary lift stations shall be installed per the utility provider’s discretion.

(N) Grease Interceptors

Grease interceptors shall be installed in exterior locations per MEP recommendations and subject to The Villages DRC approval.

(O) Irrigation/Reuse/Stormwater Force mains

The City acknowledges that the applicable utility may utilize the public stormwater conveyance system to transfer captured stormwater and treated reuse within the stormwater basins via gravity flow and pressure pipes to improve water conservation.

6.3. Drainage and Stormwater Management

The Stormwater Management System shall meet the criteria of the water management district and The Villages DRC.

(A) Types and Requirements

Where drainage pipes are utilized, the following standards apply:

- (1) Storm sewers shall be constructed with FDOT approved material in areas owned and maintained by the City. An inlet or manhole is required at each change of alignment or grade (not to include yard drainage systems);
- (2) The following maximum lengths of pipe listed in Table 6-2 shall be used when spacing access structures of any type:

Table 6-2: Pipe Lengths

Pipe Diameter (in)	Maximum Pipe Length (ft)
Less than 18	300
24 - 36	400
Greater than 42	500

(B) Minimum Requirements for Stormwater Conveyance System Design

- (1) All storm sewer systems and culverts shall be designed taking into consideration the tailwater of the receiving facility or water body. The tailwater elevation used shall be based on the tailwater elevation of the receiving water body at the peak time of the design storm. Alternatively, the tailwater may be assumed to be the design high water elevation of the receiving water body for the design storm. Table 6-3 lists the minimum requirements for conveyance system design.

Table 6-3: Minimum Requirements for On-Site Stormwater Conveyance Systems

Facility	Frequency and Duration
Principal arterial bridges and evacuation routes	100-year 24 hours
Canals, ditches, swales, storm drains or culverts for drainage internal to the development	10-year 24 hours

- (2) The hydraulic gradient line for the storm sewer system shall be computed taking into consideration the design tailwater on the system and the energy losses associated with entrance into and exit from the system, friction through the system, and turbulence in the individual manholes, catch basins, and junctions within the system.
- (3) The minimum design criteria to be utilized for the design of pavement drainage are listed in Table 6-4.

Table 6-4: Pavement and Drainage Criteria

Facility	Frequency and Duration
Arterial streets	10-year, 24-hour, hydraulic gradient line 1.0 foot below the gutter flowline
Collector and local streets	10-year, 24-hour, hydraulic gradient line 0.5 feet below the gutter flowline

(C) Erosion protection

Standard practices shall be used to prevent erosion and the depositing of soil off-site pursuant to the requirements of the FDEP Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

(D) Maintenance

Except for those stormwater management systems with the City's right-of-way, the City shall have no obligation for the maintenance of stormwater management systems and the Developer, or its assignees, hereby assumes maintenance of all improvements.

6.4. Roads and Sidewalks**(A) Roads**

Roads within a subdivision or other development shall be classified as public roads. All roadways and road rights-of-way will be dedicated to the City. The City will maintain all improvements within the right-of-way which include, but are not limited to, pavement, pavers, bridges, tunnels, storm drains, sidewalks, curbing, street lights, traffic signals, and all required Manual on Uniform Traffic Control Devices (MUTCD) street signs.

(1) Public Roads

- (a) As part of the review and approval of a public road subdivision, the City shall require that roads be designed, constructed, and paved to specifications within the latest edition of The Villages Construction and Development Manual.
- (b) The access points to the project may be gated with resident-only gates by the Developer or its successors or assignees. All gates will open with a push button system allowing vehicular traffic to enter the development. All gates will allow public access.
- (c) Roadways within the VOWL will not be required to connect to any properties or project not owned by the same developer.

(2) Commercial Roadway Projects

The layout for roadways within the property shall be depicted and approved on an individual basis. No minimum road centerline gradient is required where roadway drainage is provided that will prevent excess buildup of stormwater runoff and protect public safety. For non-residential access to Major Collector Roadways see Table 6.5 below.

Table 6-5: Non-Residential Access to Collector/Arterial Roadways

Speed Limit (mph)	Spacing (Ft)
35 or less	245
36-45	440
Over 45	660

(3) Golf Cars

Golf cars are allowed to utilize the roadways within the project for all roadways signed 30 miles per hour or less. Golf car access to or from city streets or multimodal paths outside the development are prohibited unless explicitly approved by the Developer or its successors or assignees.

(B) Design Standards

- (1) Cul-de-sac diameters to the right-of-way line shall not be less than 100 feet with a pavement radius of 40 feet.
- (2) Dead end rights-of-way with a cul-de-sac at the terminal end shall not exceed 1,500 feet. Subdivisions with a dead end shall not require a turnaround for 250 feet.
- (3) Corner radii at the intersection of two rights-of-way shall be not less than 10 feet. Minimum edge of pavement radii shall be 25 feet for residential subdivisions and 35 feet for commercial or industrial subdivisions.
- (4) A paved approach apron shall be constructed where a non-paved drive or road intersects with a paved road. Driveway grade shall be a maximum of 10 percent for commercial and 25 percent for residential.
- (5) Roadway centerline radii in residential subdivisions shall be designed in accordance with Table 6-6. Minimum centerline radii and other geometric design criteria shall be in accordance with Chapter 16 of the FDOT Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways, latest edition.

Table 6-6: Minimum Centerline Radius Criteria

Roadway	Minimum Posted Speed Limit (mph)*	Minimum Intersection Spacing (Ft)	Minimum Centerline Radius (Ft)
Local Residential	10	<20 or >100	25
Local Collector	30	100	275
Arterial Road	35	330	**

*unless otherwise posted

** Per the FDOT Design Manual

- (6) Minimum intersection spacing shall be 100 feet.
- (7) Tracts, easements, and other similar areas that are adjacent to the right of way can be combined with the right of way to meet minimum ROW width criteria as stated in Table 6-7 below.
- (8) Roadways with inverted crown are not required to have curb.
- (9) Roadway Standards following Guidelines for Geometric Design of Low-Volume Roads are acceptable as well as FDOT Greenbook. No vertical curves are required when the algebraic difference is less than 2%.

Table 6-7: Right-Of-Way Widths

Street Type	ROW Width (ft)	Roadway Lane Widths (ft)	Width of Pavement (ft)	Sidewalk
Local Residential	35	10	20	*
Local Collector	35	10	20	*
Arterial	80	11	22	*
Note: This table applies for new construction. Maintenance projects shall attempt to satisfy these requirements as deemed practical. *Sidewalk widths and locations shall be per developer.				

(C) Driveway Access

- (1) There are no restrictions on the placement of residential driveways near intersections. However, residential driveways shall be placed on the minor street.

(D) Sidewalk and trail placement is per the Developer's discretion.**(E) Sign and Pavement Markings**

- (1) Signing and marking plans shall be required to show size, location, materials, and message of all devices.
- (2) The design engineer shall design the project plans providing for installation of signs as per the requirements of this LDR. Street signs are required at every intersection. Stop signs and stop bars requiring vehicles to stop are required on the minor street at all intersections. All stop signs shall be high intensity grade. Stop signs may be 30 inches on arterial/collector roadways and 24 inches on local streets. A 30 inch stop sign shall be used when transitioning from a local street to an arterial/collector street. Signs establishing maximum speed limit are required on collector roads at intervals not to exceed 2,000 feet and at the entrance to the subdivision. Project wide speed limit signs on major roadways (i.e. CR 470) are an acceptable replacement for speed limit signs within each subdivision. The speed limit shall be determined by the project engineer in accordance with Section 316.183 and 316.18, Florida Statutes, and the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Highways, Roads, and Streets in Florida, Florida D.O.T., latest edition. Dead end signs shall be erected at the beginning intersection of all discontinuous roads. No outlet signs shall be erected at the entrance intersection when an intersection is the only outlet from a street network.
- (3) All sign sizes, colors, mounting heights, etc. shall be in accordance with the latest edition of The Villages Construction and Development Manual.
- (4) All pavement centerline and edge markings Private or Public Roads shall be four-inch wide paint, in accordance with FDOT specifications. Stop bars shall be 24 inches wide. All other pavement marking dimensions shall comply with the MUTCD and FDOT Standard Index, latest revision.

6.5. Parking Requirements

Table 6-9 lists the minimum standards for off-street parking within the development.

Table 6-9: Minimum Standards for Off-Street Parking Requirements

Land Use	Required Parking Spaces Per Indicated Areas
Bowling Alley	3.0 Per lane
Church/Synagogue	1.0 Per 3 seats
Fiduciary Institutions	1.0 Per 300 square feet gross floor area (GFA)
Hotel	1.1 per sleeping room or rental unit
Industrial	1.0 Per 750 square feet GFA
Manufacturing	1.0 Per 750 square feet GFA devoted to manufacturing
Medical Center	1.0 Per 250 square feet GFA
Assisted Living/Skilled Nursing Facility/Memory Care	1.0 Per 4 beds
Independent Living Facility	To be determined by specific occupancy
Nightclub/Bar	1.0 Per 2.5 seats
Offices	3.0 Per 1,000 square feet GFA
Restaurant and Fast Food Establishment	1.0 Per 125 square feet of gross leasable area or 1 Per 2.5 seats, whichever is greater
Multi-Family Residential Units	1.5 Per 1.0 units
Commercial or general retail independently located	1.0 Per 250 square feet of gross leasable area
Golf Driving Range	1.0 space per tee
Recreational Use	To be determined by specific occupancy
Public/Institutional Use	To be determined by specific occupancy
Mixed Use Shopping Center Under 400,000 square feet gross leasable area (GLA)	3.5 Per 1,000 square feet GLA
Mixed Use Shopping Center Over 400,000 square feet GLA	3.0 Per 1,000 square feet GLA
Storage areas	1.0 Per 2,000 square feet GLA
Theater	1.0 Per 4 seats
Warehouse	1.0 Per 3,000 square feet GFA

(A) Habitable Building Area

Habitable Building Area shall not include stairways, alcoves, elevator and elevator shafts, mechanical closets, and similar areas of a building. Parking within the development shall be measured on an aggregate basis, and at the time of site plan submittal. The owner shall also supply documentation indicating that sufficient parking is currently provided, or will be constructed, pursuant to the project depicted in the site plan.

(B) Reconstruction

Once a structure has been constructed and parking provided pursuant to the requirements set forth in this LDR, any subsequent reconstruction of the building not increasing the square footage of Habitable Building Area will not be required to document or comply with any parking requirement.

(C) Loading, Unloading Zones and Stacking

Parking areas may be used as loading and unloading zones without striping or demarcation. Appropriate stacking distances shall be provided for drive thru facilities.

(D) On-Street Parking

On-street parallel parking may be constructed with a minimum width of eight (8) feet and a length of 22 feet.

(E) Modification of Parking Requirements

Historical parking criteria can be used to modify the parking requirements and shall be approved by The Villages DRC. No approval from the City is required to modify parking criteria within this LDR.

(F) Parking Space Dimensions

The minimum parking space shall be 10 feet in width by 18 feet in length. Parking spaces for the physical handicapped shall comply with the requirements of the Florida Building Code.

(G) Garage or Carport

Minimum one-car parking shall be provided per residential unit. A one-car garage or carport and driveway combination shall count as off-street parking spaces.

(H) All Other Proposed Uses

Any proposed use not found within this section shall defer to The Villages DRC.

6.6. Tree Protection

The Developer is exempt from tree protection criteria.

Appendix 1: The Villages Construction and Development Manual, Latest Edition

[UNDER SEPARATE COVER]

Appendix 2: Development and Plat Application

**Appendix 3: Engineer's Certification of Satisfactory Completion and
Final Construction Clearance Procedure**

Appendix 4: Electronic Application Submittal

City of Leesburg, Florida
Planning & Zoning Department
204 5th Street, Leesburg, FL 34748
Tel: 352.728.9760



Development and Plat Application

Project Name: _____

*A project name is required for all submissions. Please choose a unique name for your project.

Application Type:

___ Final Plat ___ Improvement/Subdivision Plan
___ ROW/Plat Vacate ___ Lot Split
___ Replat of Subdivision ___ Site Plan

Contact Information:

Applicant Name: _____ Phone: _____

Address: _____ Email: _____

Owner Name: _____ Phone: _____

Address: _____ Email: _____

Engineer Name: _____ Phone: _____

Address: _____ Email: _____

Property and Project Information:

Property Address: _____

List Parcel Number(s): _____

Current Property Use: _____ Proposed Use of Property: _____

Current Future Land Use: _____ Current Zoning: _____

Required Submittal Items:

All items will be submitted by electronic means; ie, "BOX" or FTP Site

___ Development Services Application ___ Plans (24" x 36")
___ Legal Description (Microsoft Word Format) ___ Stormwater / Drainage Calculations (as applicable)
___ Final Plat (and supporting documentation)

Applicant Signature: _____ Date: _____

If application is being submitted by any person other than the legal owner(s) of the property, the applicant must provide a notarized Authorized Agent form from the owner to submit application.



City of Leesburg, Florida
Planning & Zoning Department
204 5th Street, Leesburg, FL 34748
Tel: 352.728.9760
www.leesburgflorida.gov

Engineer's Certification of Satisfactory Completion

City of Leesburg
204 N. 5th Street
Leesburg, Florida 34748

Project Name: _____

Phase: _____

In my professional opinion and to the best of my knowledge, information, and belief, the above referenced project has been completed in general conformance with the final engineering plans approved by the City of Leesburg.

Should you have any questions or comments regarding this matter, please feel free to contact our office.

Farner Barley and Associates, Inc.

By: _____

(Typed Name)

SEAL REQUIRED

Registered Engineer No. _____

STATE OF FLORIDA

Date: _____



Final Construction Clearance Procedures

Project Name: _____

Submittal requirements prior to issuance of Building Certificates of Occupancy (C.O.)

The following items are required to be submitted to the City in one complete package by electronic means; ie, "BOX or FTP Site.

_____ One (1) Engineer of Record Certification of Completion form

_____ One (1) 24" x 36" Record Drawing Plans

_____ One (1) SHA-1 Form

TO BE PROVIDED WITHIN 90 DAYS OF ISSUANCE OF C.O.:

Additional submittal requirements subsequent to issuance of Building Certificates of Occupancy (C.O.).

1. **Final As-Built Plans**
2. **Final Clearance of Potable Water and Sanitary Sewer Systems by FDEP**
3. **Letter certifying that the constructed stormwater ponds have adequate volume for the project being certified complete**

The licensee must retain the hardcopy.

Upload completed Engineer's Certification of Satisfactory Completion form and submittal package, properly signed, sealed and dated to the ["BOX"](#).

ELECTRONIC APPLICATION SUBMITTAL

Name of the project: _____

P.E. Name: _____

P.E. Number: _____

Date of Document Sealing: _____

P.E. Contact information Mailing Address: _____

Telephone #: _____

Email Address: _____

Name of Document

SHA-1 Authentication codes (Digest and Public Key)

PE Certification Statement, Signature, Seal and Date _____

(SEAL)

MEMORANDUM

To: Martin L. Dzuro
The Villages

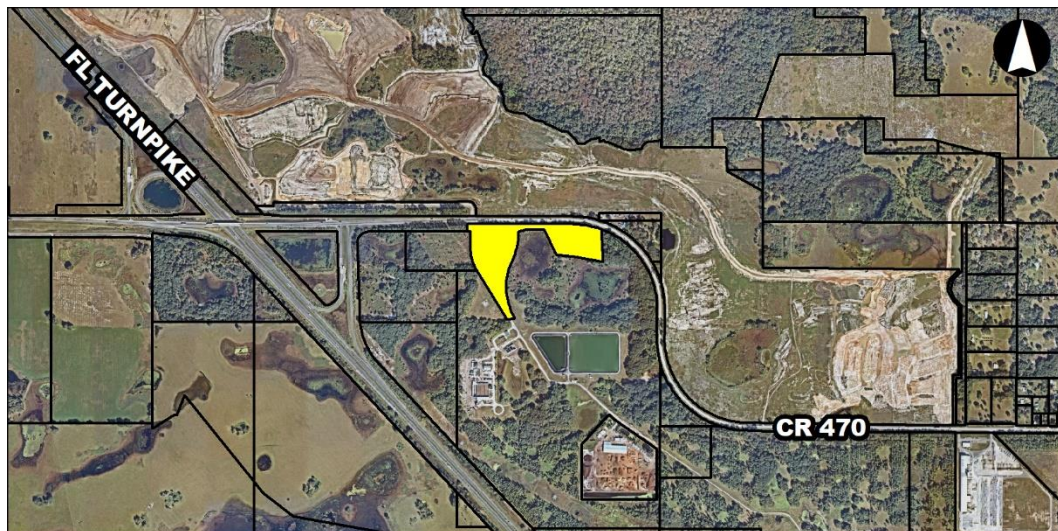
From: Richard Barr, AICP
Kimley-Horn and Associates, Inc.

Date: September 12, 2022

Subject: Fifth Amendment to The Villages of West Lake
Transportation Analysis

This memorandum is in support of submittals for the Fifth Amendment to The Villages of West Lake in the City of Leesburg, Florida. The Villages of West Lake Fifth Amendment area is composed of:

- One (1) 18-acre parcel located north of Florida's Turnpike and south of CR 470. The parcel is currently designated as Institutional on the City's Future Land Use Map and was previously part of the City of Leesburg sprayfield property.



The Fifth Amendment includes the re-designation of this parcel to an age-restricted development (ARD) land use category on the City's Future Land Use Map. The ARD category limits the land use to an age-restricted community like The Villages, uniquely characterized by mixed land uses, an abundance of on-site amenities and social/recreational opportunities, and superior travel connectivity for various travel modes throughout the community.

However, the Fifth Amendment proposes no new land use intensities in addition to what is currently approved for The Villages of West Lake. The current cumulative land use approved for the Villages of West Lake (and proposed for the Fifth Amendment) are as follows:

- 14,185 residential dwelling units
- 4,100,000 square feet of non-residential use

As the Fifth Amendment does not increase land use intensities from what is currently approved for The Villages of West Lake, no additional transportation impacts on the overall area roadway network are expected due to the Fifth Amendment.

Furthermore, as there is no change in land use intensities from what is currently approved for The Villages of West Lake, the Fifth Amendment is actually a reduction of development that the Fifth Amendment parcels are currently entitled for on the City's Future Land Use Map.

As is typical with long range planning, The Villages will continue partnerships and coordination with the Florida Department of Transportation (FDOT), Lake-Sumter Metropolitan Planning Organization (MPO), and others beyond this Fifth Amendment submittal to monitor the impacts of development to identify actual roadway needs in the future.

If you have any questions or need additional information, please feel free to contact me at 850-553-3500 or by email at richard.barr@kimley-horn.com.

EXHIBIT A
CITY OF LEESBURG, FLORIDA
DESIGN ENGINEERING SERVICES
MAIN WATER TREATMENT PLANT FLUORIDE SYSTEM PROPOSAL

DEWBERRY ENGINEERS INC., (CONSULTANT) entered into an Agreement for Professional Services (AGREEMENT) with the CITY of Leesburg, Florida (CITY) on June 13th, 2022. Pursuant to this AGREEMENT, the CITY has requested the CONSULTANT to provide certain professional services in support of a new Hydrofluosilicic Acid Storage and Feed System (Project)

A. PROJECT BACKGROUND AND DESCRIPTION

The CITY desires to provide fluoridation at the Main Water Treatment Plant. The new fluoride system will provide storage and injection of hydrofluosilicic acid. The system will consist of diaphragm chemical metering pumps, day tank, and bulk chemical storage (bulk tank or tote storage system). The system will be housed in a concrete chemical containment area with chemical resistant coating. An open-air pre-engineered metal building is anticipated to cover the equipment. Fluoride piping will be routed existing site trenches to an injection point within an existing concrete vault.

Deliverables include a preliminary technical memorandum and 75%, 100%, and bid documents. Limited bidding and construction services will also be provided as described in the tasks below.

A brief technical memorandum will be provided which will provide the proposed sizing of the system, storage and feed alternatives, a proposed plan view of the layout and location of the system, and a preliminary estimate of probable construction costs. Dewberry will review the technical memorandum with the CITY and address any comments prior to moving forward with final design.

Final design will consist of a 75%, 100%, and bid documents. Each submittal will consist of drawings, specifications, and an updated estimate of probable construction costs. Dewberry will meet to discuss the CITY's comments on each submittal.

B. SCOPE OF SERVICES

Upon authorization to proceed from the CITY, the CONSULTANT will provide the following identified services. This authorization shall be in full force and effect until the CONSULTANT completes all services as described in the AGREEMENT and any subsequent modifications hereto.

PHASE 100 – PROJECT MANAGEMENT

Task 101 – Project Management

This task consists of overall management of the project including contract administration, budget management, invoicing, monthly status reports, project scheduling, and coordination with the CITY.

Phase 200 – PRELIMINARY DESIGN

Task 201 – Preliminary Design Technical Memorandum

A brief technical memorandum will be provided which will provide the proposed sizing of the fluoride system, storage and feed alternatives, a proposed plan view of the layout and location of the system, and a

preliminary estimate of probable construction costs. Dewberry will review the technical memorandum with the CITY and address any comments prior to moving forward with final design.

Phase 300 – FINAL DESIGN SERVICES

Task 301 – 75% Design Documents

The CONSULTANT will produce a set of 75% design documents for the CITY'S review. The documents will include process, structural, electrical, and instrumentation drawings, specifications, and an engineer's estimate of probable construction cost. The CONSULTANT will attend a 75% design review meeting to review the documents with the CITY and discuss any comments. The CONSULTANT will complete updates to the plans and specifications, as required, to address the CITY'S comments. A list of the assumed drawings that will be necessary is provided below.

<u>General</u>
Cover
General Notes & Legend
<u>Civil</u>
Site Plan & Location Plan
Yard Piping & Grading Plan
<u>Process Mechanical</u>
Fluoride System Plan View
Fluoride System Section & Detail
Fluoride System Section & Detail
Typical Details
Typical Details
<u>Structural</u>
Fluoride Structure Plan
Fluoride Structure Sections
Structural Typical Details
<u>Electrical</u>
Electrical Site Plan
Power Riser
Fluoride System Electrical Plan
Electrical Typical Details
<u>Instrumentation</u>
Fluoride P&ID
Instrumentation Typical Details

Task 302 – 100% Design Documents

The CONSULTANT will produce a set of 100% design documents for the CITY'S review. The documents will include process, structural, electrical, and instrumentation drawings, specifications, and an engineer's estimate of probably construction cost. Responses to the CITY'S 75% comments will also be provided with the 100% submittal. The CONSULTANT will attend a 100% design review meeting to review the documents with the CITY and discuss any comments. The CONSULTANT will complete updates to the plans and specifications, as required, to address the CITY'S comments.

Phase 400 – BID PHASE SERVICES

Task 401 – Bid Documents

The CONSULTANT will address any comments from the 100% review meeting and provide an electronic (PDF) copy of the bid drawings and specifications. It is assumed that the CITY will provide their standard front-end documents and any other required documentation necessary to advertise the project for bid.

Task 402 – Bid Addenda

The CONSULTANT will assist the CITY with the preparation of addenda and issue addenda as appropriate, and with the approval of the CITY Staff and Procurement, to clarify contract documents or to respond to prospective bidder's questions.

Phase 500 – PERMITTING PHASE SERVICES

Task 501 – FDEP Permit Modification

The CONSULTANT will prepare the application and necessary supporting documentation for the FDEP Application for a Specific Permit to Construct PWS Components for the new fluoride system. The CONSULTANT will respond to Requests for Additional Information from FDEP. It is assumed that the CITY will pay all permit fees.

Task 502 – CITY of Leesburg Building Permit

The CONSULTANT will prepare a building permit application for the new fluoride structure. It is anticipated that the CONSULTANT will prepare and submit the building permit prior to contractor selection. The CONSULTANT will respond to any building department comments to bring the permit application to an "approvable" state. Once a contractor is selected the contractor shall pay the building department fees and pull the permit. The CITY may also elect to pay for the building permit fees.

Task 503 – Environmental Resource Permit (ERP)

The CONSULTANT shall prepare and submit the ERP application to the Florida Department of Environmental Protection (FDEP) for the modifications to the stormwater system.

The CONSULTANT shall prepare and attend one (1) pre-application meeting with FDEP. The CONSULTANT shall prepare and submit up to two (2) RAI's unless otherwise required to address error and/or omissions of the CONSULTANT in preparing and submitting requisite application documents. All permitting fees are to be paid for by the CITY.

Phase 600 – CONSTRUCTION ADMINISTRATION SERVICE

Task 601 – Pre-Construction Meeting

CONSULTANT shall attend one (1) on site pre-construction meeting to be conducted by the contractor.

Task 602 – Construction Site Visits

The CONSULTANT will prepare for and attend two (2) construction site visits to review and document the construction progress and one (1) construction site visit for the CONSULTANT to inspect the rebar prior to concrete being placed. If the CONSULTANT identifies issues or has any concerns about the progress and quality of the construction, these comments will be noted in the site visit report that will be delivered to the CITY within five (5) days of the visit.

Task 603 – Shop Drawing Review

Review contractor's shop drawings and other submittals for general conformance with the Contract Documents. CONSULTANT shall conduct up to fifteen (15) reviews of shop drawing, including of initial and re-reviews.

Task 604 – Requests for Information (RFIs)

The CONSULTANT will review and respond to contractor generated RFIs. It is assumed that the contractor shall provide sufficient information (i.e., written description, photographs, etc.) such that a site visit by the CONSULTANT is not required to answer the RFI. CONSULTANT shall provide a response for up to ten (10) RFIs.

Task 605 – Substantial Completion

Upon written notification has been received by the CONSULTANT that the contractor has completed the construction of the fluoride system, the CONSULTANT will conduct one (1) site visit to determine if the work is substantially complete. When the work is deemed substantially complete, the CONSULTANT will prepare a Certificate of Substantial Completion that establishes the date of Substantial Completion. The Certificate of Substantial Completion shall be accompanied by a list of items to be completed or correct, if any.

Task 606 – Project Close-Out

Upon written notification from the contractor that the entire work is complete, the CONSULTANT will visit the site to determine if the work is complete as required by the Contract Documents. For the purpose of this task, the CONSULTANT assumes that one (1) final completion site visit will be required. The CONSULTANT will issue the Final Completion Certificate. The CONSULTANT will also give written notice to the CITY and the contractor that the work is acceptable subject to the provisions of the CITY'S General Conditions.

The CONSULTANT will review contractor's as-built drawings for completeness and compliance with CITY requirements. This effort shall include the preparation of written comments for submission to the contractor based on the CONSULTANT'S review of the as-built drawings. The CONSULTANT will prepare record drawings based on the contractor's as-built data. The CONSULTANT will submit one

electronic set and three (3) signed and sealed sets of the record drawings to the CITY within 30 days of the receipt of the contractor's final as-built drawings.

C. DELIVERABLES

The CONSULTANT shall prepare and submit to the CITY, including electronic format when applicable, the following deliverables:

TASK	ACTIVITY	DELIVERABLE
101	Project Management	Monthly invoices, reports and project schedules.
201	Preliminary Design	Preliminary Design Technical Memorandum
301	75% Design Documents	Prepare 75% drawings, specifications and EOPCC. Document CITY comments from 75% review meeting.
302	100% Design Documents	Prepare 100% drawings, specifications and EOPCC. Provide written responses to 75% comments. Document comments on 100% drawings and specifications.
401	Bid Documents	Drawings and specifications for advertisement.
402	Bid Addenda	Prepare and issue bid addenda as appropriate and requested by the CITY, if necessary.
501	FDEP Permit	Prepare and submit to FDEP for a Specific Permit to Construct PWS Components
502	Building Permit	Prepare and submit to the CITY of Leesburg for a Building Permit.
503	ERP Permit	Prepare and submit an ERP permit modification to FDEP.
601	Pre-Construction Meeting	Attend one (1) preconstruction meeting.
602	Construction Site Visits	Attend three (3) construction site visits.
603	Shop Drawing Review	Review up to fifteen (15) shop drawing reviews.
604	Requests for Information	Provide responses for up to ten (10) RFIs
605	Substantial Completion	Prepare a Certificate of Substantial Completion that establishes the date of Substantial Completion. The Certificate of Substantial Completion shall be accompanied by a list of items to be completed or correct, if any.
606	Project Close-Out	Prepare a Certificate of Final Completion; provide written notice to CITY that contractors work is acceptable and is in accordance with the provisions of the general conditions; provide record drawings within thirty (30) days of the receipt of the contractor's final as-builts.

D. SCHEDULE

CONSULTANT will proceed with the services identified in this AGREEMENT immediately upon receipt of an executed AGREEMENT, Purchase Order (PO), and a formal Notice-to-Proceed from the CITY. Each meeting will be scheduled with the CITY and with other assigned team members.

Activity	Duration (Days)	Cumulative Duration from NTP (Days)	Date
Project Management	387	0	Monday, January 2, 2023
Preliminary Design	21	21	Monday, January 23, 2023
City Review	7	28	Monday, January 30, 2023
75% Design Documents	50	78	Tuesday, March 21, 2023
City Review	7	85	Tuesday, March 28, 2023
100% Design Documents	21	106	Tuesday, April 18, 2023
Bid Documents	7	113	Tuesday, April 25, 2023
Bid Addenda	45	158	Friday, June 9, 2023
FDEP Permit ¹	45	158	Friday, June 9, 2023
Building Permit ¹	45	158	Friday, June 9, 2023
ERP Permit ¹	45	158	Friday, June 9, 2023
Pre-Construction Meeting	14	172	Friday, June 23, 2023
Construction Site Visits	180	352	Wednesday, December 20, 2023
Shop Drawing Review	180	352	Wednesday, December 20, 2023
Requests for Information	180	352	Wednesday, December 20, 2023
Substantial Completion	14	366	Wednesday, January 3, 2024
Project Close-Out	21	387	Wednesday, January 24, 2024

1- Permitting performed concurrent with bidding.

E. COMPENSATION

This AGREEMENT establishes a lump sum cost of \$80,590.05. A summary of the total project fee estimate is included with this proposal. Compensation for this service performed under this AGREEMENT shall be on a lump sum basis. This may include, but is not necessarily limited to, such items as reproduction, travel, communication expenses, and postage and shipping.

The CONSULTANT must submit proposed travel expenses to the CITY Project Manager for approval before the expense is incurred. Travel expense that are incurred without prior approval, except for those site visits that are part of this scope of services, may be subject to non-reimbursement.

E. CITY'S RESPONSIBILITIES

The CITY will provide the following information to the CONSULTANT and/or perform the following services related to the Project:

- The CITY will assign a Project Manager to act a main point of contact between the CITY and the CONSULTANT.
- The CITY will provide existing plant information such as record drawings, historical data, survey information, and other information as necessary to aid in the design of the fluoride system.
- It is anticipated that grant funding may be sought for the project. It is assumed that the CITY will coordinate the grant funding application using the CONSULTANT'S deliverables described herein.

F. SERVICES NOT INCLUDED

The following services are not included in the Scope of Services for the Project:

- Additional design review meetings are not included in this scope of services.
- Additional cost estimates are not included in this scope of services.
- A pre-bid meeting is not in this scope of services.
- A pre-construction meeting is not included in this scope of services.
- Review of construction test results (e.g., concrete cylinder compression test results) are not included in this scope of services. The CITY shall provide record copies of CITY-approved shop drawings or test results to the CONSULTANT on request to facilitate substantial completion inspection and final FDEP certification of the project.
- Grant funding application preparation or coordination is not included in this scope of services.
- Review of applications for payment are not included in this scope of services.
- Claims analysis or litigation support is not included in this scope of services.

G. ASSUMPTIONS

The CONSULTANT has made the following assumptions in the development of this scope of services:

- The CITY shall provide written comments within one (1) week of submittal of document.
- The CITY will provide additional water quality or flow testing required to verify the existing facilities capability.
- The CITY will assign a Project Manager to act as a main point of contact between the CITY and CONSULTANT.
- The CITY will be responsible to pay for all permitting fees associated with the project.
- No Landscape modifications will be required for this project.
- The existing as-built information will be utilized with minimal verification for the design.

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HAS BEEN INTENTIONALLY LEFT BLANK**



City of Leesburg, FL
Main WTP Fluoride System

[illegible]

EMI Consulting Specialties, Inc.

5742 River Bed Rd
Groveland, FL 34736
(352) 460-4034
(352) 460-4036 (Fax)

Fee Estimate

DATE	ESTIMATE NO.
12/6/2022	2136

CLIENTS NAME / ADDRESS

Hydro Solutions Consulting, LLC
3616 Harden Blvd., No. 110
Lakeland, FL 33803

PROJECT

Leesburg Main WTP Fluoride

CATEGORY	DESCRIPTION	HRS	COST	TOTAL
	Task 1 (Final Design)			
Clerical	General clerical, filing, invoicing, correspondence	14	48.00	672.00
Site Visit	One (1) site visit to gather information	6	155.00	930.00
Meetings	Three (3) Teams meeting	6	155.00	930.00
Engineering	Design power and control system related to adding a fluoridation system, answer question related to EMI's design	24	155.00	3,720.00
Design (CADD)	Design, drafting (CADD), & in-office plotting for EMI review and coordination for 75%, 100% and final submittals.	40	82.00	3,280.00
	E-1 SITE PLAN			
	E-2 POWER RISERS			
	E-3 CHEMICAL FEED ROOM PLANS			
	E-4 DETAILS 1			
	I-1 SYMBOLS			
	I-2 P&ID			
	I-3 DETAILS			
Specification	Create or edit and compile design specifications.	12	155.00	1,860.00
Permitting	Sign and seal for DEP	4	155.00	620.00
Cost Estimate	Prepare opinion of cost for EMI design.	4	155.00	620.00
	SUBTOTAL			12,632.00
	Task 2 (Bidding)			
Clerical	General clerical, filing, invoicing, correspondence, etc.	2	48.00	96.00
Addendum	Create bidding addendum related to EMI's design.	2	155.00	310.00
	SUBTOTAL			406.00
	Task 3 (Construction)			
Clerical	General clerical, filing, invoicing, correspondence, etc.	6	48.00	288.00
Shop Drawing	Review and process shop drawings.	12	155.00	1,860.00
Lump Sum not Exceed			TOTAL	

EMI Consulting Specialties, Inc.

5742 River Bed Rd
Groveland, FL 34736
(352) 460-4034
(352) 460-4036 (Fax)

Fee Estimate

DATE	ESTIMATE NO.
12/6/2022	2136

CLIENTS NAME / ADDRESS

Hydro Solutions Consulting, LLC
3616 Harden Blvd., No. 110
Lakeland, FL 33803

PROJECT

Leesburg Main WTP Fluoride

CATEGORY	DESCRIPTION	HRS	COST	TOTAL
Conforming	Conforming bidding documents to reflect addendum items.	4	82.00	328.00
Site Visit	One (1) visit during underground work	4	155.00	620.00
Punch List	Site visit to compile final punch list, and project close out	12	135.00	1,620.00
RFI	Responding to RFIs related to EMIs design.	3	155.00	465.00
Permitting	Sign and seal for Building Department.	2	155.00	310.00
Record Dwgs	Revise bid documents to reflect as-builts.	6	82.00	492.00
	SUBTOTAL			5,983.00
				19,021.00
	Deliverables:			
	Digital design drawings and Specification per EMI format			
	Shop drawing review comment			
	Job trip reports			
	Record drawings			
Lump Sum not Exceed			TOTAL	

EMI Consulting Specialties, Inc.

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Groveland, FL 34736
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Fee Estimate

DATE	ESTIMATE NO.
12/6/2022	2136

CLIENTS NAME / ADDRESS

Hydro Solutions Consulting, LLC
3616 Harden Blvd., No. 110
Lakeland, FL 33803

PROJECT

Leesburg Main WTP Fluoride

CATEGORY	DESCRIPTION	HRS	COST	TOTAL
	Exclusions: Generators Civil Land Surveys Radio Surveys Security Systems Telephone Systems Video Systems Intercom Systems Plumbing LEED Certifications Prepurchasing bidding services Assumptions: One person from Hydro will be assigned to direct EMI's work. No generators SCADA system is existing			
Lump Sum not Exceed			TOTAL	\$19,021.00



711 N Orange Ave, Suite A
Winter Park, FL 32789
Phone: 321.972.4989

Wekiva Project Number: 22-414

December 2, 2022

Mr. Brent White, PE
Dewberry | Hydro
800 North Magnolia Avenue, Suite 1000
Orlando, FL 32803

Re: Proposal for Structural Engineering Services
Leesburg Main WTP Fluoride Improvements
Leesburg, Florida

Dear Mr. White:

Wekiva Engineering, LLC (Wekiva) is pleased to submit this proposal to provide structural engineering services to Dewberry (Dewberry) for the above referenced project for City of Leesburg (Owner). The design is anticipated accommodate a new fluoride storage and feed system and will entail the following structural items:

- New 12'x16' open-air pre-engineered metal building with concrete containment walls/curbs.
- Miscellaneous equipment pads, supports and piping supports.

SCOPE OF SERVICES

Wekiva proposes the following work task:

Task 1: Prepare Drawings and Specifications (75% & Final): Wekiva staff will prepare drawings and specifications for the design of the items noted above. It is expected that there will be (4) drawings along with division 3, 5 and 13 specifications. Wekiva will submit a signed and sealed drawing set for permitting purposes if needed.

Task 2: Services during Bidding: Wekiva staff will assist Dewberry in preparing a bid package as determined by the project schedule. Wekiva staff will respond to questions during bidding and assist in the preparation of addenda for structural items.

Task 3: Services during Construction: Wekiva staff will assist Dewberry staff during the construction phase of the project by performing the following services:

- Answering any RFI's (Assume 1 RFI's)
- Reviewing shop drawings (Assume 5 shop drawings with one resubmittal)
- Prepare record drawings based on Contractor Supplied Markups

COST AND SCHEDULE

Wekiva proposes to undertake the work described above on a lump sum fixed fee basis for a price of **\$5,800**. The following is a breakdown of fee per task:

• Task 1	\$3,400
• Task 2	\$500
• Task 3	\$1,900
• Total	\$5,800

TERMS AND CONDITIONS

Wekiva will begin work immediately upon your notice to proceed. We will issue monthly invoices for the work accomplished during the calendar month. We appreciate the opportunity



711 N Orange Ave, Suite A
Winter Park, FL 32789
Phone: 321.972.4989

to submit this proposal to Dewberry and we look forward to a successful collaboration on this project. If you have any questions or need further information, please call.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Morris'.

David S. Morris, P.E.
Member

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Ron DeSantis
Governor

Joseph A. Ladapo, MD, PhD
State Surgeon General

Vision: To be the Healthiest State in the Nation

FLUORIDATION PROJECT ALLOWABLE COSTS GUIDE (Allowable Costs Form #12-003)

Florida Fluoridation Grant Project Funding Guidelines

I. New Installations

A. Allowable Costs:

- Fluoridation equipment
- Fluoride testing equipment for monitoring
- Fluoride additive costs for 12 months
- Fluoride Safety equipment
- Containment barriers
- Bulk Storage Tanks
- Day Tanks
- Consultant engineering fee (no more than 15% of cost of system)

B. Costs Not Allowed:

- Labor by city employees, (i.e., for engineering, installation, water operator salary)
- Land costs
- Building/construction costs
- "Contingency" factor on costs estimates
- General annual maintenance of fluoridation equipment

II. Upgrades

A. Allowable Costs:

- Fluoridation equipment
- Testing equipment
- Fluoride additive costs for 12 months
- Containment barriers
- Bulk Storage Tanks
- Day Tanks
- Consultant engineering fee (no more than 15% of cost of system)

B. Cost Not Allowed:

- Labor by city employees, (i.e., for engineering, installation, water operator salary)
- Land costs
- Building/construction costs
- "Contingency" factor on costs estimates
- General annual maintenance of fluoridation equipment

Allowable Costs Form #12-003

Form Revised 3/7/2022