

**AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, MARCH 13, 2023 5:30 PM**

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. Red Cross Month

B. Friends of the Library 70th Anniversary

3. PRESENTATIONS:

A. Employee Service Award Recognitions:

**Five Years: Lisa-Deanne Goppert, Customer Service; and Melissa Horton, Library
Ten Years: Jacob Firkus, Water Treatment; and Eric Lamoreaux, Police
Twenty Years: Angela (Marie) Carter, Electric; David Lott, IT; Dan Miller,
Planning & Zoning; and Jeff Moore, Fire
Thirty Years: Denys Neff, Fire; and Greg Veilleux, Fleet
Thirty-Five Years: Greg David, Electric**

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 February 27, 2023**

B. PURCHASING ITEMS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Task Order with Halff Associates, Inc. for design and engineering services for Lake Denham Trail PD&E Study; and providing an effective date.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with a Guaranteed Maximum Price (GMP) with Wharton-Smith, Inc. for \$2,948,271.00; and providing an effective date.**
- 3. Purchase request to replace the Venetian Center carpet with Shaw Industries, Inc. in the amount of \$78,007.64.**

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing and directing the Mayor and City Clerk to execute a directive to Florida Gas Utility (FGU) to purchase Firm Gas Supply at discount pricing from Black Belt Energy District; and providing an effective date.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 73, a subdivision of the City of Leesburg, Florida, being a portion of Sections 8, 9, and 16, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 73)**
- 3. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 76, a subdivision of the City of Leesburg, Florida, being a portion of Section 16, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 76)**
- 4. Resolution of the City Commission of the City of Leesburg, Florida adopting the expenditure and implementation of two (2) Crime Scene**

Technician position(s) and two (2) Police Services Aide position(s) within the Police Department; and providing an effective date.

- 5. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an agreement to accept a TDC grant between Lake County, Florida and the City of Leesburg; and providing an effective date.**
- 6. Resolution of the City Commission of the City of Leesburg, Florida authorizing the City Manager or their designee authority to issue Trespass Warnings on behalf of the City of Leesburg at Properties and Facilities of the City of Leesburg; and providing an effective date.**

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

A. SECOND READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 4.87 +/- acres from City of Leesburg SPUD (Small Planned Unit Development) to City of Leesburg SPUD (Small Planned Unit Development) to allow residential development for a property generally located south of West Line Street and east of Lee Street, lying in Section 26, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lee Village SPUD)**
- 2. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 34.7 +/- acres, and being generally located south of State Road 44 and west of Whitney Road, lying in Section 19, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 2; and providing an effective date. (Crossings at 44 AX)**
- 3. 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 34.7 +/- acres from Lake County Rural to City of Leesburg General Commercial, for a property generally located south of State Road 44 and west of Whitney Road, lying in Section 19, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Crossings at 44 SSCP)**

4. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 34.7 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for residential, medical, and commercial mixed-use development for a property generally located south of State Road 44 and west of Whitney Road, lying in Section 19, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Crossings at 44 PUD)**
5. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 11 +/- acres; and being generally located west of Haywood Worm Farm Road and north of Rogers Industrial Park Road, lying in Section 14, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Fort Knox AX)**
6. **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 Lake County Industrial to City of Leesburg Industrial, for a property generally located west of Haywood Worm Farm Road and north of Rogers Industrial Park Road, lying in Section 14, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Fort Knox SSCP)**
7. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 11 +/- acres from Lake County HM (Heavy Industrial) to City of Leesburg M-1 (Industrial) for a property generally located west of Haywood Worm Farm Road and north of Rogers Industrial Park Road, lying in Section 14, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Fort Knox RZ)**
8. **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)**

9. **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)**
10. **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 1,400 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)**
11. **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 1,230 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 Section 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)**

B. FIRST READING OF ORDINANCES

1. **An Ordinance of the City of Leesburg, Florida, establishing the Bellaviva at Whispering Hills Community Development District pursuant to Chapter 190, Florida Statutes; providing for authority and power of the district; providing for the Board of Supervisors of the district; providing for the district budget; providing for functions of the district; providing for miscellaneous provisions; and providing an effective date. (Bellaviva at Whispering Hills)**
2. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 15.8 +/- acres from City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development) to allow for mixed uses limited to light commercial and self-storage for a property generally located east of U.S. Highway 441 and west of Sleepy Hollow Road, lying in Section 20, Township 19 South, Range 25 East, Lake**

County, Florida; and providing an effective date. (Sleepy Hollow Road Storage PUD)

- 3. 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 22 +/- acres from City of Leesburg Industrial and Conservation to City of Leesburg General Commercial and Conservation, for a property generally located east of Executive Boulevard and north of West Main Street, lying in Section 29, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Hudson's Furniture at Leesburg SSCP)**
- 4. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 22 +/- acres from City of Leesburg M-1 (Industrial) to City of Leesburg PUD (Planned Unit Development), for a property generally located east of Executive Boulevard and north of W Main Street, lying in Section 29, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Hudson's Furniture at Leesburg PUD)**
- 5. An Ordinance of the City of Leesburg, Florida; Amending City of Leesburg Ordinance 2021-37 to grant a Non-Exclusive Non-Potable Water Irrigation Utility Franchise to the Wildwood Utility Dependent District, its successors and assigns; Granting such Franchise for a period of 40 years to construct, own, operate and maintain certain services and facilities to serve areas within and adjacent to The Villages Age Restricted Development; providing for conflict and severability; and providing an effective date.**

C. NON-ROUTINE ITEMS

- 1. None**

7. INFORMATIONAL REPORTS:

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

- A. 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, FEBRUARY 27, 2023 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, February 27, 2023, at Leesburg City Hall. Mayor Burry called the meeting to order at 5:40 p.m. with the following members present:

Commissioner Allyson Berry
Commissioner Jay Connell
Commissioner Mike Pederson
Commissioner Alan Reisman
Mayor Jimmy Burry

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

The invocation and pledge of allegiance was previously given at the Carver Heights/Montclair Area Community Redvelopment Agency meeting held immediately prior to this meeting.

Mayor Burry informed the audience that Item 6.A.1, the Lee Village/Lee School property, would not be addressed at this meeting. It had been moved to the March 13th meeting. The petitioner asked for a little more time to consider the density issues. That public hearing has been moved to March 13th and it will be readvertised.

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.

Lisa Hayden, 35121 Dennis Road, complimented the citizens request center which is found on the city's website. It is an outstanding tool. Just like all tools, it is the people who back that tool that make it successful. She wanted to recognize staff members; City Clerk, Andi Purvis, Melissa Medders and Kandi Harper from Planning and Zoning among others, who promptly provided them with accurate and informative answers to their questions. She received a notice of appearance and she was told that the city attorney may be able to help her with it. She wanted to know if she filled out that notice of appearance and submitted it for cross examination, could she be named a party to a potential lawsuit? **CA Watson** said she could potentially be a party to an action that involves a challenge to a particular development project. Not necessarily as an applicant, but as a party whose property may have been affected. Filing that document would preserve her ability to do that because the city would have a record of her appearance. **Mrs. Hayden** questioned if she spoke about an issue and it was voted down, it went to litigation and having filed the notice of appearance for cross examination, would that open her up personally. **CA Watson** said he could not personally give her legal advice about what might expose her to liability. His role is to advise the city on procedures and laws that may impact the decision making before them. He advised her to seek independent counsel on questions that may expose her to liability. When people provide notice of their appearance, it gives them the opportunity to speak and cross-examine. However, he could not tell her whether or not that would expose her to liability. **Mrs. Hayden** said we live in such a litigious world and she wanted to be cautious when stepping into something. **CA Watson** appreciated the question, but his role was to give the city legal advice and counsel. He has to be careful not to dispense advice to everyone. **Mrs. Hayden** wondered if there could be a caveat telling people they may want to check with an attorney before filling out the paper. She saw it happen when someone inadvertently did something and they were a party to a further action.

Ray Hayden, 35121 Dennis Road, thanked the Library Director for helping him out. They had a meeting with a commission member and they opened up a library room for them. It was very helpful. With the Lee Street School property, he saw an image that was published on the internet and it looked like it would be a really nice neighborhood. However, it is an older picture and seeing what was submitted to the planning and zoning board, he could see why it was shot down. It is truly a horrible alternative. The density is way too high. There should be a delicate balance between what is affordable for all. A win-win scenario is achievable. He assumed the reason they pulled it was to allow more time to discuss what was going on. When done right, a development could be rewarding for the city and the people who live in the area. When developing, there could be negotiable win-win scenarios. In fact, a lot of developments that previously came before the commission have done very well and there was hardly any opposition. The goal and objective should be to maximize the benefits of the development for all parties. Whether that be the residents who already live there, the new residents coming into the area or the city itself. This can all be accomplished through open negotiations and concern for everyone. A development should provide solutions for all parties. It is achievable and that should be the ultimate goal and objective.

Gary Custer, 8909 East Treasure Island Avenue, stated he forgot his glasses and asked Allison Fralick (from the audience) to read for him. **Allison Fralick** read an article regarding the city's comprehensive plan. **Mr. Custer** provided pictures of areas in the county that have been annexed by the city or that are proposed to be annexed by the city. The wildlife would be affected by the annexation. Right now along CR 44 from US 441 there is a four-mile stretch that has thirteen hundred houses to be built. This is a two-lane road and all the developments will feed on to this two-lane road. Thirteen hundred houses convert to twenty-seven hundred cars and that converts to about fifty-two hundred trips. That would make fifty-two hundred additional trips on a two-lane road and it would not work.

5. CONSENT AGENDA:

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Items pulled for discussion:

5.B.2 - Professional Services-Design Agreement with Halff Associates, Inc. related to the Athletic Facility/Field Renovation

5.C.1 - Funding for the Facade, Sign and Landscape Grant Program (FSL) for the project located within the City Limits (FSL FY 2023 - Faith World Church)

5.C.3 - Right-of-way Deed from Strada Development, LLC. for the purpose of dedicating all roadways located within Bradford Ridge

5.C.6 - West Leesburg Community Development Corporations American Recovery Plan (ARP) Request Approval/Spending Plan

Commissioner Pederson moved to adopt the Consent Agenda except for 5.B.2, 5.C.1, 5.C.3, and 5.C.6 and Commissioner Reisman seconded the motion.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Reisman	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Mayor Burry	Yes

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held February 13, 2023

B. PURCHASING ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment One to an existing Pre-Construction Services Agreement with Allstate Construction, Inc.; and providing an effective date.

ADOPTED RESOLUTION 11,270

2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Professional Services –

Design Agreement with Halff Associates, Inc. related to the Athletic Facility/Field Renovation; and providing an effective date.

ADOPTED RESOLUTION 11,273

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

Commissioner Reisman made a motion to adopt the resolution and Commissioner Pederson seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

Commissioner Connell questioned the professional services being five hundred and sixty-two thousand dollars. This item only pertains to Susan Street. When previously discussed last year, this plan was for a combination of Susan Street and Sleepy Hollow. That total price was about three million dollars for both and now Susan Street alone is pushing five million dollars. There is a possibility for a grant from the county for one million dollars, but that has not been finalized. This is way over budget from what was discussed. It was about three million dollars for both projects and now it is about five million dollars for one project. Right now, there are no funding sources to even address the Sleepy Hollow project. He cannot see spending money on professional services until we know we can make up the difference to Susan Street. What are we actually accomplishing with that kind of money? We would lose two little league fields and two softball fields, which were supposed for Sleepy Hollow. We do not have the funding source right now for that project either. He would like to hold off on this until we get the funding sources needed to make up the difference between three million and five million dollars. We are jumping the gun. This should be postponed until we know if the county and/or other funding sources come through to make up the difference. If it comes through, then we can have a discussion on whether or not we want to move forward with either project. He would hate to spend that kind of money and lose four ballfields in the process. **CM Minner** understood his concerns. He appreciated the fiduciary responsibilities he was taking on. However, at this phase we need to get the project started. We need to move forward with some design perimeters so we can start isolating what the costs will be. We have a conundrum. We are about thirty days out from finding out if we can get the grant money. However, he was not overly concerned about it. The overall concern is that the city needs to keep this project moving forward. If the commission wanted to put a restriction on where we do not spend over half the money until we receive grant money, that would be fine. It is anticipated that we will be approved for the grant by the county next month and this would save a step from bringing it back. The Susan Street project that is being contemplated now is for the design perimeter and that is five hundred and eighty-three thousand dollars. This process will redesign the Susan Street complex. When we pulled the three million dollars from the ARP funding, we were not sure what the project was going to be. However, the contemplation of this commission and the recreation board was to improve Susan Street and Sleepy Hollow. To improve our sports marketing aspects and bring people into Leesburg. This would also benefit our local folks by having two different types of facilities. Susan Street has been dubbed as rectangle fields. They are trying to convert Susan Street from baseball/softball fields to rectangle fields. The concept was to recreate Susan Street as a rectangle sports complex so people could play football, soccer, rugby or lacrosse. This could be worked into the partnership that we have with Allyson Strange to recruit and bring in tournaments and leagues. They could use the fields and complexes to promote recreational sports and recreational marketing, which will turn into heads in beds and reinvestment in the Carver Heights area. Since bringing this concept forward, the numbers have changed. The other part of the concept is the diamond fields. At the Susan Street complex there are about seven diamond fields. Four of them are major and there are three smaller diamond fields on the northside. There are two rectangle fields there

too. Part of the concept was to move the diamond fields to the Sleepy Hollow complex. However, the first thing on deck is to change the rectangle fields into diamond fields. We need to keep our facilities moving while we wait. We have sufficient diamond fields to continue the activities with the local recreational programming, the NCAA and Allyson Strange for the Spring Games. We have stuff the recreation department markets for other tournaments and they felt seven diamonds would get them by. The focus then became the rectangle fields. First would be to focus on Susan Street. As we move forward, we need to understand costs are going up. There were multiple concepts presented for Susan Street. This concept focused on a stadium-style astroturf with grand stands. It will create a big stadium environment. They would create rectangle fields where the diamond fields are now at Susan Street. They will lose the tennis courts once the plan is put together. There would be a concession stand, bathrooms, and an egress/ingress. There are about six items identified in the agenda transmittal showing where the city was trying to head. The estimate on that will probably be greater than five million dollars. At this stage, we are trying to get as much money accumulated to change Susan Street and there is three million dollars of ARP funds. Should this contract be approved, five hundred and sixty-three thousand dollars would be spent from the ARP monies, which would leave about two point five million dollars. Next month we will find out from the county if we will receive the one million dollar grant. We applied for TDC funding and the TDC Commission favorably recommended to the Board of County Commissioners (BoCC) that it be approved. There was a delay in getting it over to the BoCC for consideration, otherwise we would already have confirmation. The word from the county is very positive. The county likes this concept and the TDC Committee likes it. That would bring the total funding to four million dollars. It is a long-term process and we will receive other funding. The next thing to do is work with Allyson Strange on getting a long-term plan and funding commitment out of the county. The county stated they wanted to deal with the TDC money first. After that, we can look at other commitments with the county to increase the monies to help generate a larger budget. Since this project will take a few fiscal years, there could be other special revenue monies or recreational impact fees to be drawn on to make this a doable project. This is an incremental piece of a long-term project. It will ultimately move over to the Sleepy Hollow Complex. At this time, there are no financial answers, but we know the perimeters that are set in place. We are pretty sure we will have four million dollars. That could definitely get a jump start on the Susan Street project and change all the fields to rectangle fields. The worst case scenario would be that the county says no and we do not get that one million dollars. However, he did not see that happening. Nor does he see the city abandoning this concept if the county says no. The commission has the Susan Street/Sleepy Hollow concept listed as a priority in capital improvements. We would maybe have to consider a smaller scale for what rectangle field improvements we could make at Susan Street. It is all necessitated. We are at the phase where, if the commission wants to wait to see if we get the county grant, they could approve the other half of the contract next month. It could be approved tonight to keep things rolling. He does not anticipate spending a lot of the money in the next thirty days. The money that would be spent in the next thirty days would be money spent whether we get county money or not. We have three million dollars allocated towards this project and we can work in an incremental fashion. There are six things for the design and that cost is five-sixty-three. The big purpose of this is to have a full design contract for Susan Street. We are at the stage where we need to do some type of design so we can start putting budget perimeters in place. We need to plan for the summer when we get into fiscal year twenty-four. We will look for other revenue sources. We have a contract with Allyson Strange and she will help with the discussions at the county for additional funding beyond the TDC money. He recommended approval of this item. **Mayor Burry** pointed out there were seven bids received for the design. **CM Minner** said the rule of thumb with engineering fees is that you want them to be around ten percent of the total project. He anticipated the core project of Susan Street being about five million dollars. That would complete the list in the agenda packet. Half of a million dollars would be to design a five million dollar project and that is a reasonable number. **Commissioner Pederson** added that they have been talking about this project for years. It is nice to see it coming into fruition. Cost numbers always seem to go up on projects like this. Just as the pool project went up. This project needs to move

forward. If the county decides not to give the money they will find other ways to tweak or delay it. He fully supports this.

Dr. Erika Jasper concurred with the city manager and Commissioner Pederson. This project needs to move forward. This will be a great benefit for the city from a capital improvement standpoint and a sports marketing standpoint with Allyson Strange. The city will benefit overall. This will be a gradual progression moving forward. It would be best to move forward on this project.

The roll call vote was:

Commissioner Reisman	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Commissioner Connell	No
Mayor Burry	Yes

Four yeas, one nay, the Commission adopted the resolution.

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida providing funding for the Facade, Sign and Landscape Grant Program (FSL) for a project located within the City Limits of Leesburg; and providing an effective date. (FSL FY 2023 - Faith World Church)**

ADOPTED RESOLUTION 11,274

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

Commissioner Reisman made a motion to adopt the resolution and Commissioner Pederson seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

Commissioner Connell said he would not go back on what was spoken about earlier. He pulled this item to make an individual vote. He stands behind what he said. **Mayor Burry** pointed out that this item was denied previously at the end of last year. He referred to former Commissioner Robuck's statement and he fully agreed. He stated this is a nonprofit organization and nonprofit organizations should not be submitting FSL grant applications. It has nothing to do with Faith World Church or the project. These grants are funded by the CRA with the idea that it increases the taxable value of the CRA to benefit the city. It is felt that not-for-profit organizations should not be eligible for CRA grants because they do not pay taxes. He voted no and that is why. He agreed and that was his position too. **Commissioner Pederson** remarked that he would make exceptions for churches because of what they do throughout the community. **Commissioner Berry** commented that she looked through the previous years and saw another church had been granted this. **CM Minner** agreed there was a church granted in the Carver Heights CRA. After the commission awarded that grant, that was when former Commissioner Robuck brought those comments forward. They had not considered churches until the first application and now we have the Faith World Church FSL grant. **Commissioner Berry** mentioned the first one was issued back in 2019 or 2020. **Commissioner Pederson** wanted to clarify if this was funded through the general

fund or the CRA, and if that was part of former Commissioner Robuck's position. **CM Minner** replied that former Commissioner Robuck's position was on any fund. Former Commissioner Robuck did not want to provide these funds to any not-for-profit or church, period. When the city created the FSL program, it was to enhance the commercial districts. Each commercial district is delineated through our CRA's but there are some gaps. We have the Carver Heights CRA, 441/27 CRA and the Downtown CRA. Faith World is located on West Main and falls into a gap not covered by any of the three CRA's. When the grants were created, it was said that the three CRA's and the general fund were funds identified as payable to the program. If we issued Faith World this grant, it would mark the second or third grant from the general fund. It is not an abnormality in that respect, because we have used the general fund to do it before. However, that was not the root of former Commissioner Robuck's comments.

Commissioner Pederson thanked him for that clarification. He never meant to put words into former Commissioner Robuck's statements. **Commissioner Reisman** added that this grant was created to beautify the district. This is what the grant was designed for and this applicant meets that.

Jay Hurley, stated he is a member of Faith World. It is a wonderful congregation. Faith World has been in the City of Leesburg since 1964. They have a congregation of about two hundred members. About twenty years ago, the church purchased the old grocery store on West Main Street, Bent-N-Dent. When that grocery store was there, it was quite an eyesore and it was in bad shape. They spent about one million dollars back then doing renovations and resurfacing the parking lot. They have continued to do everything they can to enhance that piece of property along the West Main Street corridor. Their church is just like every other church and they do a lot for the community. They have a food pantry that feeds two hundred and forty families a week and those folks do not belong to the congregation. They have a men's group that goes out into the community to repair homes for single mothers and the elderly and those folks are not members of the congregation. They try to be the good stewards that God put them on the earth to be. He could go on just like every other congregation. They do a lot within the community and the reason he points this out is because tax dollars do not fund the things they do. The congregation does. They are trying to do their part and they would love it if the city could help them out with their new sign. The grant was created to enhance that corridor and to bring all the signs in the community into conformity. They want to fall in line with that. They have their portion of this and that needs to be paid as well. They have been raising money so they can pay for their portion of the new sign. He was on the commission for eight years. He served as a commissioner and mayor. When this grant was put into place there were no restrictions. They did not put anything in there that said nonprofits could not have it. They did not put anything in there that said churches could not qualify for it. Their church has met every standard that the City of Leesburg put into place for this sign grant. They have met the conditions, so when they say they will not give it to them because they are a church or a nonprofit, that is being biased. The rules do not say they cannot have it. They qualify and they have earned the right to have it just like everyone else. For him, yes, former Commissioner Robuck has a great company, it is huge in the city and county. They have hundreds of employees and they do billions of dollars in business which they advertise. The city will fork out a sign for them, but not a church? Being a previous commissioner and not speaking on behalf of the church, that bothers him. They have been there since 1964. If a barber shop opened tomorrow and said they were going to try to run a business for a while in the city, they would give it to the barber shop. They own their property and he knows a lot of nonprofits are in city-owned buildings. They do not own the buildings the city does. He understands how things work. They own the property and they have done nothing but try. He asked the commission to respectfully honor the grant that was put into place and to grant this to Faith World because they qualified for it. They went through the building department and every branch. They had everything set and they had already ordered the sign because they were told by every office in the city that they met the qualifications to go forward. Now, they have pre-exposed themselves and ordered the sign. They would like the city to help them with this. He appreciated their consideration and to please vote yes.

Dr Erika Jasper asked how much the application was for and how much money they were asking for. **CM Minner** replied it would be twenty grand.

Mr. Hurley questioned how much money was available in that grant box, stating that at one time they had a lot of money there. **CM Minner** answered this one would come from the general fund. When it comes from the general fund, they go sign by sign. **Mr. Hurley** inquired if they put something in the sign grant for that. **CM Minner** responded not in the general fund, the CRA funds have about one hundred grand per year. The general fund takes these as they come because twenty grand is not going to break the general fund if it was awarded.

Alexis Swarsky, 10550 Holloway Drive, commented that as far as funding to support church-based plans, the government and the state are based on the premise of separation of state, religion, and church. This would cross the line. If a church wants a sign, they should have to pay for their sign even if there are funds or grants available. The difference between a barber shop and a church is that a church proposes a religious belief and that is separate in this country. The government put that provision in there for a reason and it should be followed.

John Christian, said he was not a member of Faith World, but he is a pastor in the city. He was on the commission when they voted for Mount Calvary Baptist Church and former Commissioner Robuck was on the commission and they disagreed. The reason they disagreed was simple, because a church is made up of members from the city who pay taxes. They own homes and they go to church. They have business owners in the church who pay taxes to the city. Twenty thousand dollars for a sign to beautify the corridor was the purpose of the grant. It would beautify West Main Street and our corridor for the city. They would be remiss if they alienated churches because they are nonprofits. Many church members are great citizens of the city. They pay hundreds of thousands of dollars in taxes. Mr. Hurley said that if someone were to open a barber shop downtown on the corridor, they may not be successful. A lot of the churches have been here for many years. They voted and approved Mount Calvary Baptist Church on the premise that the church was right on the boulevard and it would make our city look better. Point blank, that was the purpose of the grants. It was to improve the corridors. Do not alienate churches because they do not pay taxes, because the members of the churches pay thousands of dollars in taxes. Just remember they want to beautify Leesburg and they should not alienate churches. Particularly churches, because they do many great things to make the city better. If there is an issue in the community, they call upon churches. They are called when they want to have a community meeting to calm the city down and/or to pray for everybody. At that point, there is no problem separating church from state, because everybody needs the church. We want the church to be in our city and this is something that Faith World has asked for and the commission should do it. Please consider the Main Street corridor and the need to have a nice sign. **Mayor Burry** said, for the record in the application, item three does say applicants are reminded that the grant awards are discretionary in nature. They should not be considered an entitlement by the applicant. As Mr. Hurley said he met all the criteria but the commission can use their own discretion. His opinion is that these awards should not be used in institutions, not-for-profit organizations, or churches. That is strictly based on tax revenues coming back to the city.

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Berry	Yes
Commissioner Connell	No
Commissioner Reisman	Yes
Mayor Burry	No

Three yeas, two nays, the Commission adopted the resolution.

2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Landlord Consent to Assignment of Lease, between the City of Leesburg, and Blackbird Aviation Building, LLC, and Executive Global Transportation Services, Inc.; and providing an effective date.**

ADOPTED RESOLUTION 11,271

3. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Right-of-Way Deed to the City of Leesburg from Strada Development, LLC, for the purpose of dedicating all roadways located within Bradford Ridge as described therein; and providing an effective date.**

ADOPTED RESOLUTION 11,275

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

Commissioner Pederson made a motion to adopt the resolution and Commissioner Reisman seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

Commissioner Connell said in the agenda memo there was to be a maintenance bond of two years once it was accepted. However, the bond was issued on January 18, 2022, so we would only get a ten-month maintenance bond. If this is accepted, the city should ask that they redo the maintenance bond to provide the full two years.

CM Minner agreed his interpretation of the maintenance bond was correct. For years, the city policy was that when we did new annexations or new subdivisions, the city did not accept roads and stormwater improvements. As market conditions changed due to Covid and inflation, the developers started coming back to the city with the concern that this dedication practice was not good for development. A former commission had this discussion and we changed that policy whereby we would accept dedication of these types of roads. In doing so, developers were required to build the roads to city standards. They would be inspected during and after construction, so by the time the certificate of occupancy was issued, the city would have been part of the whole process. They would also have to provide a two-year maintenance bond. We had this conversation publicly right before they submitted that bond. When the commission said yes, we would accept dedication. They started to work on putting together the dedication stuff because it appeared the city would accept it. At that time, Paqco provided their maintenance bond. It took about a year to weave through everything. They went from a subdivision that was approved without dedicated improvements to fixing all the right-of-way and things to be dedicated to the city. While that was happening, the maintenance bond had already been issued to the city. We are at a crossroads. If they do not want the city to move forward with this type of policy, and accept road dedications, then now would be a good time to know that. That way, when the planning and zoning department starts their PUD's, the old language will go back in. In the old language, it said the city "may" accept dedication. For years, the developers accepted "may" as the city was not going to accept dedication. Lake Denham Estates is a classic example. When it was constructed, we did not inspect the roads because the city was

not going to take them over. There had been issues with Lake Denham Estates and the city worked their best. Part of the philosophy behind this was, one way or another, the problem of road maintenance would land on the city, whether it be an HOA issue or a dedication issue. The roost would come to nest in the city's house to have the streets fixed. That is why they decided to do it right from the getgo, because that is part of our job as a municipal corporation. That is why the commission said we needed to start taking the road dedications. They modified the public works staff so they would be involved on the front end with inspections. They went back to Paqco and said they needed to make specific improvements to Bradford Ridge before the city would take this. When Paqco started the improvements, that was when they received the maintenance bond. If we do not want to do the road maintenance acceptance process, let him know and he will get the word out. He was comfortable accepting the maintenance bond as it is, because it took the city a long time to get this home and the roads were built to city specifications. He was confident that the city would not have to deal with these roads for the next fifteen to twenty years. That is the typical lifespan of a road. Should the commission not agree, then the commission will need to make an amendment to the resolution because the motion on the floor is to accept the resolution. If they want to change it to say they need to provide a new two-year maintenance bond, they would need an amendment to the motion. If the motion is approved, then Pacqo would need to provide another maintenance bond. However, he would accept it as is because most of the time span was due to the city. The streets are acceptable and they meet city specifications. He does not anticipate having another timing issue in the future.

The roll call vote was:

Commissioner Berry	Yes
Commissioner Connell	No
Commissioner Reisman	Yes
Commissioner Pederson	Yes
Mayor Burry	Yes

Four yeas, one nay, the Commission adopted the resolution.

4. **City Commission approval of the budget calendar for Fiscal Year 2023-24, which includes dates for Commission workshops.**
5. **Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 74, a subdivision of the City of Leesburg, Florida, being a portion of Sections 8, 9, 16, and 17, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 74)**

ADOPTED RESOLUTION 11,272

6. **Resolution of the City Commission of the City of Leesburg, Florida approving the West Leesburg Community Development Corporation's American Recovery Plan (ARP) Request Approval / Spending Plan; and providing an effective date.**

TABLED RESOLUTION 11,276

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

Commissioner Pederson made a motion to adopt the resolution and Commissioner Reisman seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

Commissioner Connell stated he had a discussion about this earlier with the city manager. He was not opposed to the program, but anytime money is spent on purchases it should come back to the commission for approval. It should not just land on the city manager's desk for approval or disapproval. **Commissioner Berry** said she read through all of the information that was submitted and Leesburg is developing and homes are coming. She does not understand how the West Leesburg CDC could become a landlord.

Fred Griffin Jr., President of the West Leesburg CDC said, over the last two years, the commission has not approved funding for the West Leesburg CDC. They have been at a stand still. They are receiving phone calls regarding housing and people ask what their plans are for the funding. They want to know if they can have funding for utility bills, and other things of that nature. Investors have come into the West Leesburg area and they are buying up a lot of homes. One young lady he spoke with stated that they wanted to charge her over two thousand dollars a month to rent a home and if she purchased the home it would be a high market rate. They took that into consideration and decided that they needed to buy back their community and the investors needed to stay out. No one will be able to rent homes or purchase them because of the high rates. That is why they decided to utilize the funds that were given to them to make this happen for the residents. Everyone is voted in by the voters and they would be doing a disgrace to the voters if they did not utilize the funding to do what is necessary for the community. That is why he is here. He also sent this information to the city manager to let him know. They are listening to the residents and this is what they are saying. They have an upcoming meeting for the community and they are going to voice their concerns as well. To the community, it looks like the West Leesburg CDC are the bad guys and they are not the bad guys. They are trying to do everything possible to make things work within the community. When they have different projects come before the commission they are denied. When it comes back, it looks like they are the bad guys.

Commissioner Berry said she understands the concern because this is her community too. She really hoped they could come to an understanding or a willingness to understand, because she would like to focus on not providing homes for rental but providing homes for new homeowners. Housing is an issue for all of Leesburg. We are developing and houses are coming. They need a practice where they can provide and introduce becoming a homeowner instead of just being a renter. The expenses are concerning, and a landlord would be as good as the renters. If you do not get a good renter, then that is a whole other issue. As the new commissioner, she would like to meet with them so they can share ideas. She is willing and available within the next thirty days to hear their goals and plans. They can discuss both of their ideas for district one. That way, they can come in alignment with their visions. This item can be tabled until after those discussions. The money is there, it has been sitting for almost two years. Thirty more days is not that big of a deal. If they start the rental process for one house and then possibly another house, that is not doing any justice. That is not a smart investment right now. We are concerned about blight, safety, and development in our residential area. She hears him and understands. She read through it and she had several questions. She would like to table this until they meet.

Commissioner Berry made a motion that this item be tabled until both the West Leesburg CDC and the

city commissioner for district one meet and discuss it in further detail and Commissioner Pederson seconded the motion.

Mayor Burry questioned if this needed to be tabled to a certain date. **CA Watson** replied no, but the date certain issue will be addressed at another time. Moving forward, the better procedure will be to readvertise even if they continue to a certain date. **Mayor Burry** asked if there were any further comments.

Mr. Griffin mentioned in their proposal they put in that the housing would be overseen by a property management company. They would oversee everything and they were very familiar with the City of Leesburg. They are very aware of what is going on in the community. It would be very critical for the residents of West Leesburg to not see things being fulfilled. They will continue to receive phone calls until this gets under control. Yes, the funds are sitting there, but they have a contract out already and they are ready to close. They went ahead and did what they needed to do. They have followed the guidelines of the grant agreement. They are asking the commission to approve this. They do a lot for the community and they are not receiving any revenue back. They make a lot of donations to the schools, they feed the hungry. They do a lot of things and they do not receive anything back in the general revenues.

Commissioner Reisman said he would like to see any ARP money or funding like this come back before the commission for approval. **Commissioner Berry** added that she knows the hard work the West Leesburg CDC has been doing and how much time has been sacrificed. She is all in support of providing homes for the community. She would like to meet so they can discuss this further. The community needs to be cleaned up first for everyone's safety. They need to provide aesthetics throughout the community to make it inviting for people to come or for someone who would want to rent. She is more than willing and ready to work with the West Leesburg CDC. This will be a great move after they meet and discuss their concerns. After that, they can bring it back and present another plan to the commission. **Mr. Griffin** questioned the money spent thus far. Would they be reimbursed from the CRA or other funding? They did everything they were supposed to and that did not come free. That is something to take into consideration. **Commissioner Pederson** asked him to expand on that more. **Mr. Griffin** said they had to hire an inspector to come out and they used earnest money. They have now missed the deadline for backing out and that money will not be returned. **Commissioner Pederson** inquired how many homes and how much of the seven fifty would be earmarked for rental homes. **Mr. Griffin** responded that they asked for two hundred thousand dollars. With the spending plan, they said rent. They would need two hundred to two-hundred twenty, because they did not know what the closing costs were. That would leave them with five hundred thirty-five thousand on the budget to play around with. They have not moved on to other homes. It was just this home in particular. With upcoming projects, they are at phase one. They have laid out a strategic plan that says there will be six or seven phases. This is just phase one. That is why it was presented to the city manager in this fashion. That way they did not have to keep coming back with a plan to present to the commission. **CM Minner** said because the question keeps coming up about whether this will come back to the commission for different projects. With the seven hundred and fifty thousand dollars, when the ARP money was awarded, the commission broke up the fund into different pots. Seven hundred and fifty thousand dollars was allocated to the Leesburg CDC and another seven hundred and fifty thousand dollars was allocated to the West Leesburg CDC. Upon that action, the Leesburg CDC immediately submitted a spending plan. It was very familiar to the commission at the time and they went back and did other affordable housing type projects along with the Snow Apartment complex. The Leesburg CDC submitted a step by step spindown plan of properties they were going to purchase along with properties they were going to refurbish. That was presented in a plan and even though the first expenditure was only a couple hundred thousand dollars, the commission approved that plan because they clearly understood where they were heading. At that time, the commission gave him authority to go ahead and issue the approval checks as the Leesburg CDC went through and accomplished their goals as presented in their plan. The Leesburg CDC was issued their seven hundred and fifty thousand dollars.

About the same time, the West Leesburg CDC submitted a plan of expenditures. When the request of seven hundred and fifty thousand dollars was earmarked for the West Leesburg CDC, they submitted a plan to him that did not make it to the commission. The plan stopped at his desk because the submission of the plan was for about one point five million dollars. When they provided the spending plan of one point five million dollars after being awarded the seven hundred and fifty thousand dollars, he felt the commission would not have taken kindly to that. The response from the commission would have been why would they provide a one-point five million dollar plan when they were given seven hundred and fifty thousand dollars. He went back and asked for clarification from the West Leesburg CDC. There may have been some frustration from the West Leesburg CDC because it did not get past him. Subsequent to that, he spoke with the previous chairperson and there were two meetings with the West Leesburg CDC. He suggested that they develop a plan that coincides with the improvements the city is trying to make within the Carver Heights CRA area. That way, the commission would be more comfortable knowing there was a unified spending plan between the CRAs. The commission would have comfort knowing there was not a duplication of projects and the funds are being leveraged to get the maximum improvement while addressing blight in the areas most affected by covid. The city was issued eleven point five million dollars in ARP monies. Seven point five million dollars of that, over half of the money was allocated to benefit projects and groups in the minority community. That money has to be spent in an appropriate way following the ARP guidelines. That money is for blight while addressing the issues that most affect the minority community, because minority communities were affected the most by covid. During the discussions with West Leesburg CDC there was a change in leadership and now Mr. Griffin is the president, but those were the conversations they had. They did submit a spending plan for what he dubbed senior housing. He understood the plan as it was written, but there was a bit of piece mill in there as far as continuing to come back to the commission to approve the same concept. For clarification, he was the one that put in that agenda packet that the commission grants the city manager the authority to approve expenditures. He had a discussion on the phone with Mr. Griffin about that when they were reviewing the materials. For clarification, it was about the plan they wanted to go with and if they were going to buy houses in the Carver Heights Area with the ARP money. They currently have one house under contract. The contract was for two hundred grand. He assumed they would identify the houses and put the houses into an inventory stock that the CDC would own. They would use the ARP money so they could offer subsidized rent for low to moderate income folks and seniors. Every so often, they would be able to send him a contract for a house they identified. That is why he put in the request that the plan from the West Leesburg CDC was to buy housing stock with ARP money up to seven hundred and fifty thousand dollars. Now, they have one currently under contract. They know they may get around three to four houses depending on the price. Each one would come to him and he would approve it or deny it based on the overall concept. That is why it was written in that manner. That way, they did not have to have this conversation every time one needed approval. That was how it was done with the Leesburg CDC. There is a motion to table this item for further discussions with the West Leesburg CDC. There are some other concepts to be discussed with the West Leesburg CDC with regard to safety, blight and beautification. On the March 13th agenda there is a concept to review some of the expenditure plans for Carver Heights CRA. They will be meeting in that capacity with the other two CRA meetings next month. Commissioner Berry has asked that this be tabled for further discussion. **Commissioner Berry** asked, based on what she heard from West Leesburg CDC and the money that had already been paid. Is it possible they could be refunded that money? **CM Minner** said there is an existing sales contract where they put down a one thousand dollar deposit. If they do not close, they will be out that one thousand dollars. **Mr. Griffin** agreed. **Mayor Burry** inquired when the closing date was. **Mr. Griffin** answered on March 3rd. They should also include the inspection costs amongst other things. This was based upon approval and they followed the guidelines put forth with the grant funding. **CM Minner** remarked if it falls through he would ask the city attorney to review the contract to make sure he agrees. He reviewed the contract but he is not a lawyer. It was the standard Florida real estate contract. It was contingent upon funding and if the funding was not approved, he guessed they could get that deposit money back. If the

clause was different, he would have the city attorney look at it. If the commission wants to hold the West Leesburg CDC within his spending authority, he could find one thousand dollars to help the West Leesburg CDC out. Spending one thousand dollars to hold off on this while there are discussions on how to spend the ARP money in unison is not a bad expenditure and it will help the West Leesburg CDC. If the tabling motion passes, he will get with the city attorney and help West Leesburg CDC. They will either get the deposit money back or the city will find one thousand dollars to keep them whole.

Commissioner Pederson commented that he did not want to be involved in their decision making. He wants it to be as it is now where the CDC makes their decisions. He was okay with the city manager approving it. This is Commissioner Berry's district and he respects her wishes for thirty days. However, he does not support canceling this contract. If they wanted to spend two hundred thousand dollars on a house, he would not tell them what to do. He would prefer to close this one because they still have five hundred and fifty thousand dollars in the budget to work with. They can meet with Commissioner Berry and work through everything. He would not micromanage the CDC. He would vote to let the city manager make those decisions. There is no need to spend thirty minutes at every meeting talking about the West Leesburg CDC. **Commissioner Berry** agreed. It is the decision of West Leesburg CDC, they are capable and they can handle it. However, this is her district and this is where she lives and she has concerns. As the new commissioner, she would like the opportunity to share and have discussions with them in detail about their visions.

Paster Darel Reeves, Mount Ararat Metropolitan, 1108 East Main Street, said this was a hot topic amongst their congregation along with a lot of other churches. They would like to know what is going on in West Leesburg. They would like to be part of the discussions too. They are concerned about the piecemilling process that has taken two years to be developed and what the real issues are. They want the kind of development that will create a better community other than a patchwork project where they buy a house and then another one somewhere else to rent. Seven hundred and fifty thousand dollars could do a lot of good if it was spent in the right direction. If it is possible, he would like to be a part of those discussions.

Mary Tucker, Vice President of the West Leesburg CDC, said when it comes to the needs of the community she has no problem meeting to discuss any questions. She does not recommend putting a hold on the process to address the commissioners' thoughts and concerns. Those need to be brought to them and there would still be a balance of the money that can be used for that. There is a lot that could be done in the community. They were very happy to receive some ARP money and a lot of the things can be addressed. Thus far, what they have done has come out of their own pockets. They do not have the funds. Yes, they have plans, but a lot of people are concerned about affordable housing. They are not talking about renting to just anybody, they have knowledge of how to interview a prospective resident.

Mayor Burry stated there was a motion on the table to delay this item until there is an opportunity to meet with the West Leesburg CDC.

The roll call vote was:

Commissioner Reisman	Yes
Commissioner Pederson	No
Commissioner Berry	Yes
Mayor Burry	Yes

Three yeas, one nay, one absent, the Commission adopted the resolution.

Commissioner Connell stepped out of the meeting between 6:57 p.m. and 6:59 p.m.

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

A. SECOND READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 4.87 +/- acres from City of Leesburg SPUD (Small Planned Unit Development) to City of Leesburg SPUD (Small Planned Unit Development) to allow residential development for a property generally located south of West Line Street and east of Lee Street, lying in Section 26, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lee Village SPUD)**

Mayor Burry mentioned that this item will not be discussed tonight. It has been moved to the March 13th agenda and will be re-advertised.

- 2. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 55 +/- acres; and being generally located west of County Road 44 and south of East Treasure Island Avenue, lying in Section 01, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 5; and providing an effective date. (Treasures Trove)**

TABLED ORDINANCE 23-03

Commissioner Reisman introduced ordinances 6.A.2, 6.A.3, and 6.A.4 and asked that they be read by title only. CC Purvis read the ordinances by title only.

Commissioner Reisman made a motion to adopt the ordinance and Commissioner Pederson seconded the motion.

Mayor Burry stated that items three and four are quasi-judicial public hearing items. He asked the city attorney to swear everyone in who wished to provide testimony. **CA Watson** asked for anyone in attendance, including staff and the audience who wished to present testimony on any of the items to stand and he swore them in. He then asked if there were any members of the audience still seated that wanted to provide testimony on any of the remaining second readings. He swore everyone in. **Mayor Burry** requested comments from the Commission and the audience.

Commissioner Connell said before getting too far into this, that this item has been reviewed once already. It was turned down by the planning commission and what they are proposing is a redo with modifications from what was originally turned down. This has not gone back before the planning commission for their review and recommendation. He understands it did not have to, but he would like it if the commission

would not even entertain this. It needs to be sent back to the planning commission for their review. Then come back with their recommendations. We have a planning commission for a reason and they turned it down. It has now been revised and he would like to send it back to them for their review and recommendation before hearing it. **Mayor Burry** understood those concerns. He asked the planning and zoning director to talk about this. **PZD Miller** answered it was turned down by the planning commission mainly based on traffic concerns and density, things like that. The standard things that we get. In terms of procedure, he did not know if there were any reasons why they could not do that or any reason why they would have to. **CA Watson** pointed out if the commission would like to send this back to the planning and zoning to get their input on the redesigned plan, that would be something they could do. **CM Minner** wanted to clarify why this was not sent back to the planning commission for review and it was because of how this unfolded. It went before the planning and zoning commission and they denied it. It came to the commission for first and second readings. During the second reading, it was voted down, two to three. At that point, one of the members who was part of the three votes preserved the right to bring it back at the next meeting. Therefore, when it came back before this body at the next meeting, that was when they setup this date. That is why it did not go back before the planning and zoning commission. There was a parliamentary hook that brought it back to the commission and that is why it is back tonight. It is back here properly and procedurally. It is back here with due diligence and all legal advertisements have been done. However, during that process, the petitioner went back and modified the plan. **Commissioner Connell** stated that is why he believes it needs to go back to the planning commission. That way they can review the modified plan. Then they can make a recommendation back before hearing this. **Commissioner Pederson** respectfully disagreed. He was ready to move forward. **Commissioner Reisman** said as much as he did not want to postpone it, when he was on the airport board, he respected the commissioners for postponing things and sending them back for review. He would be in favor of that.

Commissioner Connell made a motion to postpone this and send it back to the planning commission for their review and recommendation and Commissioner Reisman seconded the motion.

Mayor Burry asked for further discussion on the motion. **Commissioner Pederson** said he had already made his opinions known. **CA Watson** wanted to point out that they do have three items, so they would need separate motions on each item. **CM Minner** asked if the motion from the commissioner could reflect all three items. **CA Watson** replied they could, but the cleanest thing to do is to make separate motions for each item. **PZD Miller** mentioned that annexations come directly to this board. They are not heard by the planning commission. It would be the large scale comp plan and the rezoning if that was the direction they choose. **CM Minner** said if they choose to send it back to the planning and zoning commission, the annexation item should be tabled. **Commissioner Connell** agreed with that. **CM Minner** said they could annex it and do nothing, but they would not want to do that. **Mayor Burry** wanted to clarify that the motion is for the annexation to be tabled and if they table it, can they still hear the next two items because that property would not be in the city. They cannot change a comp plan without it being in the city. **CA Watson** answered correct. However, they could table the annexation and send the other two items back to the planning and zoning for review. After that, they can bring everything back at the same time. If they table the annexation, that would still be appropriate. It was not annexed before it went to planning and zoning. That did not come before the commission before it went to planning and zoning the first time, so it would be okay to table the annexation and send the other two items back to planning and zoning.

Commissioner Connell amended the motion to table the annexation and to send the other two items back to the planning and zoning commission for their review and recommendation and Commissioner Reisman seconded the motion.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Reisman	Yes
Commissioner Pederson	No
Commissioner Berry	Yes
Mayor Burry	No

Three yeas, two nays, the Commission tabled the ordinance.

CA Watson stated they still need to make motions for the next two items on the agenda.

3. **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 55 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential, for a property generally located west of County Road 44 and south of East Treasure Island Avenue, lying in Section 01, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Treasures Trove)**

TABLED ORDINANCE 23-04

Mayor Burry asked if they needed a motion to table the items pending review by the planning commission. **CA Watson** responded yes.

Commissioner Connell made a motion to table this item while they waited for the planning commission's recommendation and Commissioner Reisman seconded the motion.

The roll call vote was:

Commissioner Reisman	Yes
Commissioner Pederson	No
Commissioner Berry	Yes
Commissioner Connell	Yes
Mayor Burry	Yes

Four yeas, one nay, the Commission tabled the ordinance.

CM Minner stated they would advertise everything accordingly because there is a new law that says you cannot table these types of matters to a date certain. **CA Watson** said that it is the new interpretation of the law.

4. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 55 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow a single-family residential subdivision for a property generally located west of County Road 44 and south of East Treasure Island Avenue, lying in Section 01, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Treasures Trove)**

TABLED ORDINANCE 23-05

Commissioner Connell made a motion to table this item pending the review and recommendation from the planning and zoning commission and Commissioner Reisman seconded the motion.

The roll call vote was:

Commissioner Pederson	No
Commissioner Berry	Yes
Commissioner Connell	Yes
Commissioner Reisman	Yes
Mayor Burry	No

Three yeas, two nays, the Commission tabled the ordinance.

PZD Miller said since this has been sent back to the planning commission, city staff will need to re-advertise, resend letters and repost. They will need to do everything. **CM Minner** asked if they had to advertise for the planning and zoning commission. **PZD Miller** replied yes. They also send out letters through the post office. He wanted to make sure that everyone in attendance heard that. If they live within two hundred feet, they will receive the same letter again for the new date. There will be a sign posted along with advertising. **CM Minner** asked if they needed to resubmit this to the DEO and if this was the start of a new process? **CA Watson** said yes, they would have to resubmit. **PZD Miller** commented that it would create a new six-month time period from first reading to second reading. With the DEO procedure, that would take some time. **Mayor Burry** stated if that is what needs to happen. **CM Minner** said okay. **CA Watson** wanted to clarify if this would be going back to the planning and zoning in March? **PZD Miller** answered he was not sure. **CA Watson** wanted to make sure everyone understood in the audience. **PZD Miller** stated that it would most likely be April at this point. **Mayor Burry** wanted to make sure it would be advertised so everyone would have that information. **PZD Miller** said yes, it would be advertised, the sign would be posted along with the letters. **CM Minner** said this will have a six-month delay and the planning and zoning director will meet with him tomorrow. They will put together a rough schedule for how this will be. This will go back to the planning and zoning commission. It will then come back to this commission for first reading. After first reading, they will transmit to the DEO and know an estimated time for the second reading. They are probably six months out, but they will get that schedule for everyone. It will be posted on the website and the information will get out to everyone. This has been reset here.

5. **An Ordinance of the City of Leesburg, Florida annexing certain real property consisting of approximately 6.93 acres; and being generally located south of U.S. Highway 441 and east of Anglers Avenue; as legally described in Section 23, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said City; providing that such annexed property shall be subject to all laws and ordinances of said City as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 5 and providing an effective date. (Anglers AX)**

DENIED ORDINANCE 23-07

Commissioner Reisman introduced ordinances 6.A.5, 6.A.6, and 6.A.7 and asked that they be read by title only. CC Purvis read the ordinances by title only.

Commissioner Pederson made a motion to adopt the ordinance and Commissioner Connell seconded the

motion.

CA Watson reminded everyone that they are still under oath. He asked if everyone who wished to provide testimony had already been sworn in to stand. It appeared that everyone had been previously sworn in. **Mayor Burry** requested comments from the Commission and the audience.

PZD Miller stated this project is for Anglers on Harris. It is a small-scale comprehensive plan for planned unit development, zoning, and annexation. The proposed property is located south of US 441 and east of Anglers Avenue. It is located behind the Goodwill store on US 441. It contains approximately 6.93 acres. The request is to annex this property into the city and change the future land use designation from Lake County Urban Medium Density to City of Leesburg Low Density. They would like to change the zoning from Lake County Planned Commercial to City of Leesburg SPUD, which is a small planned unit development. The planning commission voted to recommend approval of this at its October 22, 2022 meeting. The overall request is for forty-seven single family attached and detached units for a total of twenty-seven detached units and twenty-seven attached units. There are design standards for all homes. It would include dark sky lighting, gutters for the houses to appropriately direct the stormwater. There would be fifteen-foot buffers on the east and west sides of the property. They have the standard thirty-five percent open space requirement, irrigation controls and it would have point-nine acres of recreational area including a weight room, pool, and boat docks. The agenda memo says that the planning commission approved it at their October 22nd meeting but it should read, October 2022. In the planning and zoning commission minutes there were some issues where it said the vote was zero dash. That should have been filled in before he picked it up and they would make that correction. However, the planning commission did approve this request. The public works department said the project would require relocation of wastewater lines and the construction of a lift station. The Lake County School Board indicated it would generate sixteen students. Mr. Ryan Soltice of LPG out of Mount Dora is here to answer any questions.

Ryan Soltice, LPG representing Lake Harris Acquisitions. He started by playing a video of the February 14, 2022 Lake County Board of County Commissioners meeting where they provided an overview of the project and were provided recommendations. A letter was submitted to the Leesburg City Commission with the recommendations from the Board of County Commissioners. He wanted to present a request to annex the property into the city and change the future land use from Lake County Urban Medium, which allows for seven dwelling units per acre. The City of Leesburg Low Density Residential, allows for eight dwelling units per acre. They would like to request rezoning from the county's planned commercial to small planned unit development. The proposed density on site is seven point five eight units per acre and the buildable acreage is six point two acres. According to the low density residential future land use within the Leesburg comprehensive plan, this land use category is generally located in densely urbanized areas. The site itself sits behind the Goodwill and it is in close proximity to US 441. It would be on the same side as Steak and Shake and Starbucks. Across the street, there would be access to commercials such as Publix and the Lake Square Mall. This is a forty-seven unit condominium complex utilizing single-family home buildings. The developer is proposing twenty, three-story townhomes and twenty-seven, two-story bungalows. The development would have an improved marina, clubhouse and pool. The estimated price for the townhomes would be five hundred thousand dollars and the bungalows would be four hundred thousand dollars. The site has been designed with a lot of care. They are proposing a six foot stucco and masonry wall on the north side and a six foot vinyl fence to the east and west. In addition to that, there is a fifteen-foot buffer along the perimeter of the property where they would utilize a species of bamboo called MBG from Osceola Farms. In two to three years, the bamboo will reach heights of thirty-five to forty feet. That would provide added protection and privacy for the neighbors. Over one acre of the site is currently being utilized as a water retention area. As in the preapplication meetings, St. John indicated that they did not want a single drop of water from this site ending up in the lake or

abutting neighboring properties. The roads will be improved, so the east/west portion of the site will be improved from its current standing of potholes and it is only about eighteen feet in diameter. It will be paved at twenty-four feet. It will have a curb and gutter to allow stormwater to be redirected. The road which is utilized for the mobile park and the single family residence will be maintained by the condo association in perpetuity. The fire marshal indicated that the north/south ingress/egress easement that is not dedicated to this property would be adequate for fire protection and emergency services. The developer is replacing the old/private sewer and water lines in the current development. The sewer line runs from the old commercial up on US 441 through part of the single family homeowner property and then west to the other two mobile home parks. The private line on their property would be improved and a lift station would be added to increase flow. It would benefit the neighbors to the west substantially. The neighbors to the east and the single family home along with the mobile home park would have their waterlines improved. If there were any questions regarding wetland or mitigation, he brought Jessica from Stillwater Environmental with him.

Commissioner Connell asked about the ingress/egress back to US 441. Will that be improved all the way back to the highway? **Mr. Soltice** answered that the access point is actually an easement between the Goodwill, Take 5 Oil Change and the property owner. At this time, it would not be improved. There was a recommendation by the county, but that cannot be legally improved without the property owner allowing them to make those improvements. **Commissioner Connell** questioned if he had an easement for use but not for the improvements. He wanted to know the width of the easement. **Mr. Soltice** responded that it was about twenty-one feet. It is narrow and there is about eighteen feet of paved asphalt. **Commissioner Connell** questioned how many other residents use that road presently? **Mr. Soltice** answered that there was a single-family resident and a mobile home park. **Someone from the audience** said there were forty-eight residents. **Commissioner Connell** asked if they were looking to add forty-seven units and if there was anything in the development that would be considered commercial. He was concerned about additional traffic down to the development other than the residential traffic of the residents who live there. **Mr. Soltice** responded that the marina would remain private. The sole use would be the condominium association and the residents who live there. They hired an architectural firm to give flexibility for the commission in the design and implementation of this in-fill development project. He provided two renderings of the designs. One was a ten-unit townhome with cement lap siding that mimicked a wooden appearance as well as stone veneer. The second one was for single-family detached bungalows. They have a third option with stucco and darksky lighting for both the bungalows and townhomes. Depending on the options, they would range between two thousand twenty-six square feet of livable space, while the bungalows come in at sixteen hundred square feet. **Commissioner Connell** questioned the building height because the plan states two stories and now he was hearing three stories. **Mr. Soltice** replied that the recommendation from the planning and zoning was to limit the site to two stories. However, with the small-scale comp plan amendment and the rezoning to the SPUD, he wanted to request the three-story townhomes be considered. The site would have bamboo which will grow to be six to nine feet high. They would need the commission's approval for the bamboo to be used as a landscaping buffer vegetative product. **Commissioner Connell** inquired what the overall height was for the three-story buildings? **Mr. Soltice** answered it would max out at thirty-five feet. **Commissioner Reisman** wanted to know if this would be a gated community. **Mr. Soltice** replied it would not.

Alexis Swarsky, 10550 Holloway Drive, stated she is a resident of the mobile home park located right next to this property. She was old enough to not be delusional about this project. Most of the residents in her mobile home park are aged. They fully expect some type of development to pass, but what kind of development? This is not an upscale community and it cannot be gentrified by this development. They are mostly working class medium income people and senior residents. The development will have the Goodwill, Take 5 Oil Service Center and Steak and Shake in the frontal area. The developer could put up a twenty-foot fence around the property and the businesses will still be present and visible for prospective

homeowners. Upscale residents who can afford five hundred thousand dollar homes are not going to want to move to that area. The architectural drawings show a plan for almost fifty multi-story units on about seven acres. They cannot fit all that housing, a recreation center, pool, cement walks, garden areas and whatever else in that area. Plus, a fifty foot waterline setback can not be adhered to. They will simply pay mitigation costs and do as they please while the environment is damaged. With the access point, when they say you sometimes have to stop, that is ridiculous, because almost everytime she leaves she has to stop on the access road. She mentioned before how ambiguous their design scheme was with both low and medium level building supplies and materials. There is no commitment to the level of quality they plan to use. Cheap fiber board versus real stone. Is this a suggested availability or is this guaranteed access? Can they change it when they finally start building? Further, there is no stated occupancy limit on this. How many people are going to be able to fit into a unit that has three stories? Two, four, six, ten, twelve? She lives in a two-bedroom mobile home and she can only have two residents in her home. If the commission approved the plan, do you really know what you are approving because she did not? She suggested the developer resubmit a plan that conforms more to the community.

Robert Harward, stated he was in education for forty-three years. He has been a resident for twenty-one years at Hideaway Park. He did not know if he appreciated being called aged because there is only one person in the park that has been there longer than him. He bought into the community because of the beauty of the lake. It is a peaceful, serene area. He really enjoys it. The proposed land usage is not comparable or compatible with their park. The proposed land use and density will change and it will never be the same. They only have forty-four units in their park. They are family homes. There are twenty-nine homes with only one person in them and the remaining fifteen have two people. Plus, five people do not own cars. He hoped that they would protect the beautiful environment and the lakefront area. Please deny the proposal. The intensity of this proposal and the anxiety it has created in their park are great. This is important to the residents.

Lisa Reynes, stated she resides at 10550 Holloway Drive Lot 13, in the Hideaway Mobile Home Park. Her background is in forestry. In Florida, she works for the Department of Agriculture and Consumer Services. She has over forty years of experience working in the environmental field. Although there are many issues with this proposal, she wanted to address the removal of the heritage trees on the property. The live oaks and the sabal palms are very large and that is the state tree. There are some cypress trees of a really good size which are not even on the developers' list. The heritage trees are irreplaceable. They cannot be mitigated by putting in four inch trees in different areas and they are asking for a non-native bamboo. The trees on the site are homes to eagles, hawks and so much other wildlife. The size and impact on the lake environment is irreplaceable and it cannot be mitigated by newer small trees. Once they are gone, they are gone. She hoped that they would consider the trees. In the Leesburg code of ordinance, under tree protection, it says the designated protected trees require approval by the City of Leesburg to be removed by permit. She asked that they follow the code and protect the heritage trees. She read part of the city's mission statement under values, citing that this is a diverse community energetically working in collaboration to ensure that the City of Leesburg upholds its history, ambiance and natural resources to become and stay a vibrant community. A diverse community energetically working in collaboration to ensure that the City of Leesburg upholds its history, ambiance and natural resources to become and stay a vibrant community. When she looks at the area around the lake as a community, it has traditionally been all county and this is only being made city so they can mitigate the distance. They plan to mitigate twenty-five feet and they will cut down all the trees. Where will the wildlife go?

Timothy Thompson, 10550 Holloway Drive Lot 11, stated he is a tenant and the manager of the mobile park. He is also the maintenance man. He travels the road more than anyone, being the manager and maintenance man. He goes back and forth because they also own the Beach Mobile Home Park next door. When the FedEx and UPS trucks come through, he has to pull his golf cart off the road to let them

through. That is how narrow the road is. He does not see where they will have space to widen the road. He has been hit almost twenty times at the curve where the oil change is located. That is where they come into the property. He knows there has to be growth. He is not saying do not put anything in there, but what is being proposed is a monstrosity. It does not work with their community. They will be pinned in on that back side. They will not be able to get in and out. The wildlife on that site cannot be replaced. He sees it every day on his travels.

Sam Rahrig, 10550 Holloway Drive, stated she is the president of the HOA for Hideway Mobile Home Park. She was there representing the community. No one ever approached them to talk about this development and they were asking for three-story, thirty-five-foot monstrosities. They will be within viewing distance looking down on them every single day. The area that is appropriate for construction is just under four acres. The six point nine acres that the developer quotes contains wetlands and the marina and the lake is right in front of that. With the Goodwill, their parking lot was overlaid within that parcel and that conversely shows how small the actual building area is. The developer wishes to insert forty-eight towering two and three-story multi-family units and place a pool in the wetlands at the front of this. The plans for the community and the surrounding area along with the number of additional cars will be staggering. Their community only has thirty-eight vehicles. There is only one ingress/egress to that property which serves the private residents and the community of forty-five single-family homes. In addition, at the end of the narrow winding entrance, before you gain entrance to US 441, you have to traverse through a five-point star-shaped intersection that only has two stop signs. For every two people that stop, three people run through it. The massive amount of traffic generated by the commercial strip along the front includes Take 5 Oil Change, Steak and Shake and Starbucks along with the Goodwill Store. Starbucks has its own issues, they have excessive traffic that blocks turning north at the light and it backs up cars on US 441. Pedestrians, as well as bicycles, struggle for their fair share of the road. The intensity of this project would not be compatible or enhance the surrounding area. When you choose an action, you choose the consequences of that action.

Joanne Kost, 10228 Bumblebee Lane, said she lives on Lake Harris and she was there for the lake. Lake County has been blessed with many beautiful lakes that provide many sports with so much enjoyment for thousands of residents and visitors. Please help them to preserve that beauty, by not allowing over development of lakefront property. Do not annex it to the city, please let it stay in Lake County.

Daniel Howard, 10534 Holloway Drive, provided the commission with some renderings. He stated the nearest two stories were one mile away to the west of the proposed development and those are Lake Harris Cove apartments. To the east, the nearest two stories are four point four miles away and that is On the Green. From the back porch looking over the lake there are zero two-story buildings anywhere visible. He knows they have been overlooked a lot and everyone seems to keep jumping to the mobile home park to the east. Those are a 1960's and 1970's design and currently they have forty-four units on six point eight acres. They are single-wide homes with single-car driveways. There are single-lane roads throughout the mobile home park. It is a retirement community of 55+. There are no setbacks or retention areas. The developers have full use of almost the whole seven acre parcel. If the mobile park was developed to the current county standards and codes, the park would be approximately twenty one to twenty two units on almost seven acres. Prior to the demolition, there used to be fourteen single-story homes on this site. They have lived there nine years, so they did not see them occupied. This is a six-point-seven acre parcel with a point eight two marina. If you subtract the fifty-foot setback from the water and the county side setback, they are left with a three-point-seven-six acre building envelope. With the marina and wetlands on the bottom one third of the property. That was the reason for the unqualified purchase deed and the low price. On the property appraisers' website there is a tool that calculates area and the three point seven six acre parcel in discussion is the same size as half of a Home Depot. It would be the same thing for Lowe's. A proposed single-family story would be consistent with the surrounding

land uses. They need to stay out of the wetlands and incorporate the large cathedral oaks into the development. There should be no more than two point one to two point seven units an acre. That is consistent with many of the city annexation developments. Examples are Frazier and Sleepy Hollow at nine point seven acres and two point seven units per acre. If they do this backwards and they take the forty-eight proposed units and divide them, they are going to be left with fifteen units. Please require the second access for the new development and require sidewalks for the first and second access from the development to US 441.

Deirdre Griffin, 10534 Holloway Drive, stated she was there to express her concerns about the annexation rezoning case that does not have a second access for ingress/egress. The planning and zoning approval stipulated that there would need to be a second approved ingress/egress. The only ingress/egress is on to US 441 and it is overrun by heavy commercial development. It causes congestion and confusion in the interior roads. The inadequate easements are legally granted at twenty-one feet with eighteen and half feet of pavement. The easements are merely a driveway. This would become a major safety risk due to the width. It would also be a risk to the pedestrians due to the lack of sidewalks. The road network has significant safety issues and if something blocks the road, since there is only one way in and one way out, there would be no way to get an ambulance or fire truck into the area. This is not in harmony with the public's best interest and it jeopardizes the safety and welfare of the existing community. The proposed multi-family, multi-story weekly, monthly and yearly rental units will produce up to one hundred and forty-one additional vehicles and the housing will be up to two hundred and eight occupants with no sidewalks heading out towards US 441. Essentially, new development would make a substandard condition worse. With the mitigation of wetlands, mitigation is usually done when development is unavailable. However, mitigation can be avoided and this development proposal is unnecessary. There is no need to build eleven multi-family rental units fifteen feet off of state waters or a pool and clubhouse in designated wetlands. The displacement of surface water from the development by mitigation credits will cause a negative impact on neighboring properties since the development sits at a higher elevation than the neighboring properties. There is no tangible way to protect them from being impacted by stormwater runoff and displacement. The proposed annexation resulting development would not be consistent with the comprehensive plan. The streets are not adequate to support the anticipated traffic, and the development will over load the non-exclusive easements outside of the planned area. The small parcel is not suitable for the proposed use when considering its size, shape, location and natural features. Multi-story, multi-family rentals will significantly alter the character of the surrounding properties. They will endure significant limits and it will impair and prevent them from using their property in the same manner that they have been. Their privacy will be stripped away from them and their children will not have a safe place to play on their property without being watched at all times. Her home will suffer substantial investment loss. This is not the environment that they bought and invested in. This proposal jeopardizes the safety and welfare of the existing community and provides no second access to ingress/egress. Herself and her community would like to see less intensity and single-story homes with two car garages. By changing the intensity and developing more towards a lakeside residential-estate, traffic and safety concerns eliminate themselves. This is an opportunity to create infill that will have long term sustainability while being environmentally friendly and compatible to the lakeshore. This needs to be consistent with the neighboring property intensities and land uses. Put community safety first. Please deny this proposal.

Ray Hayden, 35121 Dennis Road, stated he knew where this was located. He drove out there knowing where this development was and he still missed the street. He presented a video showing the development. He showed the narrowing of the road when entering and leaving and how he had to wait for another vehicle to leave the site before he could drive in. He stated the location of this site is very confusing for drivers. When leaving the development, there is a five-way intersection on to US 441. He asked the commission to deny this development due to safety concerns.

William Becker stated he was there on behalf of Mr. Alex Stewart, the owner of the Hideaway. He was a lawyer. He read a letter stating "this letter has been prepared on behalf of the Hideaway HMP and the owner, Alex Stewart. The Hideaway Mobile Home Park is located at 10550 Holloway Drive. The property is in an existing residential mobile home community constructed in 1945. The owner notified the homeowner president of the Hideaway Mobile Home Park of the proposed development for annexation. The owner stated they do not have consent or authorization for any second access or ingress/egress along with any emergency access gate or any easement in through, over, across or upon his private property.

Kara Singletary of Hunt Law Firm, stated she was there on behalf of Daniel Howard and Deirdre Griffin as their representative. She wanted to address some legal implications of this annexation. It was reflected in the minutes of the planning and zoning board that in order for the project to move forward to the city commission, it would have the condition that a maximum two-story dwelling would be allowable along with a second-access being required. That was the stipulation made for this project to even come before the city commission and those requirements have not been met. As the developer testified, he intends to move forward with a three-story development with no possibility of a second access to this development. It would be necessary for that secondary access to reach out to Starbucks and they do not have their approval. Access is granted through easements and deeds. It would not be possible to acquire that, especially not at the city level. Under the city's land development codes, Section 25-274 says that a SPUD is specifically provided for proper private development of infill areas as well as for the development of limited uses such as office, commercial or light industrial. It indicates a single-family dwelling, but what has been shown does not appear to be a single-family dwelling. Under the planned development process, in order to move forward, the procedures must be met. Under Section 25-278, it says that during the review, the planning division shall distribute copies of the proposed development review to the committee for study and comment. The planning division is required to consider the following; that the resulting development will not be inconsistent with the comp plan and zoning objectives currently listed. There are inconsistencies in the application. It states multi-family for purposes of traffic evaluation and it later states single-family condominiums and townhomes. That is inconsistent. These inconsistencies are not consistent with the comp plan. The streets are not adequate to support the anticipated traffic and development. It will overload the streets outside the planned area. It is obvious from the statements that have been given by all the neighbors that the traffic analysis is not accurate for what is planned and there is no second access available. The streets are inadequate to support the anticipated traffic and development. The parcel is suitable for the proposed use when considering its size, shape and location, topography, existence of improvements and natural features. They received testimony regarding the wetlands, the nature and the trees. The size of this proposal is not suitable for the land based on the presentation given. The proposed development would alter the character of this community. The facilities are not adequate as the developers specifically stated. It would require the creation of a lift station to accommodate the sewage. There was inconsistency in the testimony of the developer from the first reading to the second reading regarding the use of the docks. Docks are specifically noted in the land development code as a specific use category and the water oriented category. Those categories require a specific zoning where water is going to be used for the selling, leasing or rental of covered or uncovered boat slips or dock space. It was testified by the developer at the first hearing and that testimony would be prejudicial to a court of law. At the first reading, they said there would be eleven rented boat slips and at this reading they said they would be privately owned. That is an inconsistency that the commission needs to consider along with all the other inconsistencies you were given. What type of perjury is going on? Everyone stood and took an oath that we would state the truth. In the interlocal agreement, it addresses the enclaves. A document was later provided to her that says under paragraph 3.C.2, that the county consents to the annexation of an enclave which results in the creation of an enclave, so long as the city agrees to provide services to such enclave. That has not been addressed about why the enclave would be

created, and that was addressed in detail at the first reading. The city is to hold a public hearing prior to such annexation where the owners of all properties within the enclave and not just those of this development or the neighboring ones, but all the ones that would reach into the enclave. That means everyone going down to where the Home Depot is. They would all have had to receive notice and she did not believe they did.

Mr. Soltice pointed out the recommendation from a planning and zoning board was not a binding decision. They are advisory in nature and he wanted to make that clear. The reason multi-families were used in the traffic study is because that was a requirement of the Metropolitan Planning Organization for the ITE code. This is a condominium. It would be fee simple and it is not multi-family. He provided a video from the Lake County Board of Commissioners stating, based on the fire marshal's recommendations, saying they wanted another access point. The fire marshal said, for the safety of the community, that he recommended the secondary access point. The HOA president said they were opposed and that they would get a legal letter drawn up saying they did not want another entrance. They are fine the way they are. They can get emergency vehicles in there and they do not need an extra entrance coming into their park.

Mayor Burry closed the public hearing and asked for deliberation or comments from the commission.

Commissioner Pederson said he has flipflopped on this one about five times over the past ten days. It is an extremely tough decision. He went out to the property and drove it. He cannot get comfortable with the roads. He cannot support this because of the roads. **Commissioner Berry** stated she went out there too, and it is very narrow. She could not support that. **Commissioner Reisman** said without the second entry he could not support this either. **Commissioner Pederson** mentioned that it would be nice if the residents could work something out over time for the sake of all the communities at that red light. He believes that is what the county would like and it would be good for the city and for traffic to get to the light next to Starbucks.

Mr. Soltice asked if the commission would consider tabling this item so they could work out the egress/ingress for the north-south road with the adjacent property owners. **CA Watson** stated that would be up to the commission. **Commissioner Reisman** asked if they would be tabling so they could work out the second entrance. **CA Watson** answered it would be tabled. They could do a continuation and come back with a reworked plan. They could present the new information for the commission to review. **Commissioner Reisman** stated he would like to meet with the developer as well.

Commissioner Connell made a motion to table this item and Commissioner Reisman seconded the motion.

The roll call vote was:

Commissioner Berry	No
Commissioner Connell	Yes
Commissioner Reisman	Yes
Commissioner Pederson	No
Mayor Burry	No

Two years, three nays, the Commission denied the tabling of the ordinance.

Mayor Burry stated that now they have the motion for the annexation. **CA Watson** agreed. **Mayor Burry** asked if there was any further discussion. There was none.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Reisman	No
Commissioner Pederson	No
Commissioner Berry	No
Mayor Burry	No

One yea, four nays, the Commission denied the ordinance.

Mayor Burry stated they did not accept the annexation into the city, so they did not need to address the next two items on the agenda. **CA Watson** mentioned if annexation is not approved it makes the other items mute. There would be no rezoning or change since the property remains in the county.

6. **An Ordinance of the City of Leesburg, Florida 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 6.93 +/- acres from Lake County Urban Medium Density to City of Leesburg Low Density, for a property generally located south of U.S. Highway 441 and east of Anglers Avenue, as legally described in Section 23, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Anglers SSCP)**

FAILED ORDINANCE 23-08

7. **An Ordinance of the City of Leesburg, Florida changing the zoning on approximately 6.93 acres from Lake County CP (Planned Commercial) to City of Leesburg SPUD (Small Planned Unit Development) to allow for residential development on a property generally located south of U.S. Highway 441 and east of Anglers Avenue, as legally described in Section 23, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Anglers SPUD)**

FAILED ORDINANCE 23-09

B. FIRST READING OF ORDINANCES

1. **None**

C. NON-ROUTINE ITEMS

1. **None**

7. INFORMATIONAL REPORTS:

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

A. None

8. CITY ATTORNEY ITEMS:

CA Watson had no items to address this evening.

9. CITY MANAGER ITEMS:

CM Minner had no items for discussion.

10. ROLL CALL:

Commissioner Connell wanted to follow up on what Commissioner Reisman said about having a discussion concerning the grant programs and putting some language in pertaining to the maintenance of ownership for a certain amount of time. It would be a good idea to have that discussion. He asked the city manager to bring that up as a discussion item at the next meeting.

Commissioner Reisman said continuing his comments from the last meeting. He would like to bring up the commercial kitchen at the Resource Center. He did have some preliminary discussions with the city manager. However, he wanted to see how the commission felt about making that kitchen a commissary kitchen. In the past, local businesses have expressed interest in this and it would allow them to pay a yearly commissary kitchen fee along with the rental price per hour based on the time frame used. Of course, peak hours would be at a higher rate and off-peak would be a lower rate. Any caterer who utilizes the facility would still be held to a ten percent fee, just like any other city-owned facility when there are events. The Director of Housing contacted Lake Tech to see if they are still interested, but they are having problems with class loading for the facility. There will be times when Lake Tech and other businesses want to use the commissary kitchen. There would be a schedule for the kitchen if the commission is open to this concept. The city would put together an RFP to develop a use list, price point and process, so they can get all interested parties lined up. **Commissioner Pederson** said when they built the Venetian Center there was a big debate and it was agreed that they would keep it to a limited number. **CA Minner** pointed out that they were referring to the Resource Center and not the Venetian Center. **Commissioner Pederson** apologized. He must have had the Venetian Center on his mind. **CM Minner** stated he would work with the Director of Housing on this. He would bring back an outline of a proposal. The City of Eustis does something similar to this. It would be a couple of meetings before he could bring a proposal back to the commission.

Commissioner Pederson commented about the basin at Ski Beach. Years ago, prior to him being on the commission, they voted to allow no speed limits there. Now he is getting complaints about speed and people rocking the boats out at Ski Beach. He was there when a crowd jumped up to evaluate the boats coming into the docks. When the commission approved the open speed limit, he thought it was for a one-year. **CM Minner** said there were wake zone discussions. However, he could not remember if it was done by ordinance or resolution. There is an ordinance or resolution on the books that states the basin is a no wake zone. If they were to draw a line from monkey island and go across the whole circle would be the no wake zone. That is how it is written in the code today. When the previous commission flirted with lifting the no wake zone. The compromise was to pass a one-year resolution or ordinance and that would have needed to be renewed to keep it. They never went back to implement another ordinance or resolution to continue the sunset, so it automatically reverted back to the no wake zone and it is still an

applicable code. They did some research on that and it is enforceable by Fish and Wildlife. They do recognize it as a no wake zone and they can post it. On a local level through the Leesburg Police Department, they do not have the ability to enforce it because we do not own a water vessel. He did not think the Police Chief would be asking for a boat, but they have never had the capacity to enforce it other than the signage. The Lake County Sheriffs Office and Fish and Wildlife law enforcement have the ability to enforce that. It is listed as a no wake zone in the state. **Commissioner Pederson** said he would like to see the city post the signage. **Commissioner Reisman** asked if that would affect any events in the basin like when they have skiing? **CM Minner** replied yes, they would have to do a temporary lift for that event. With special events, they can handle those on a case by case basis. **Commissioner Pederson** asked if they could make a motion and build a section in the ordinance for special events. **CM Minner** said he would rather take them as they come. There has been maybe one event where there was a ski show. The feedback he received is that there is an overwhelming concern about it now, especially with the new restaurant and docks. If people zip through there, it will create a hazard. If this body wants that posted they will do that and move on from there. **Mayor Burry** agreed there needs to be a no wake zone. **Commissioner Pederson** said for the record he was not on the commission when they voted for it, but he was at the meeting. He thought it was a crazy decision.

Commissioner Berry had no further comment.

Mayor Burry said he attended the Black Heritage Festival Gala on Friday night. It was a great time and there was a record turnout. They did a really good job honoring some well-deserved folks in the community. This Saturday is the festival on the red road near the Resource Center. It should be a good time. He welcomed everyone to check it out.

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.

Commissioner Reisman made a motion to adjourn the meeting and Commissioner Berry seconded the motion. The meeting adjourned at 8:13 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: March 13, 2023

From: Aaliyah Davis, (Purchasing Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Task Order with Halff Associates, Inc. for design and engineering services for Lake Denham Trail PD&E Study; and providing an effective date.

Staff Recommendation:

Staff recommends execution of a Task Order with Halff Associates, Inc. for the Lake Denham Trail Project Development & Environment (PD&E) Study for the amount of \$199,120.00.

Analysis:

The City of Leesburg is seeking to complete the Lake Denham Trail PD&E Study for a 15-foot paved multi-use, non-motorized bicycle, pedestrian, and equestrian trail. The Lake Denham Trail is to enhance regional trail connectivity by providing a North-South oriented shared use path that connects the East-West oriented Wildwood/Leesburg/Tavares/Mount Dora Trail system and the East-West oriented South Lake Trail.

Halff Associates, Inc. will analyze and assess the Project's impact on the social, economic, cultural, natural, and physical environment in order to develop the location and design concepts in accordance with Florida Department of Transportation (FDOT) policy, procedures, and requirements.

Procurement Analysis:

On June 13, 2022, pursuant to Resolution 11,094, the City Commission approved execution of a Professional Services Agreement on a Continuing Basis with Halff Associates, Inc. This Task Order is being made under the terms and conditions of that continuing agreement.

Options:

1. Approve Resolution authorizing execution of a Task Order under the Continuing Professional Services Contract with Halff Associates, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds are available in the current Capital Projects budget- Rails to Trails.

Account No. 031-8125-572-6310

Project No.	310081
WF No.	WF1380262
Requisition	55272
Budget	\$199,120.00
Available	\$199,120.00

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
TASK ORDER WITH HALFF ASSOCIATES, INC. FOR DESIGN AND
ENGINEERING SERVICES FOR LAKE DENHAM TRAIL PD&E STUDY; 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 HALFF ASSOCIATES, INC. whose address is 902 North Sinclair Avenue, Tavares, FL 32778 for LAKE DENHAM TRAIL PD&E STUDY.

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 13th day of March 2023.

Mayor

ATTEST:

City Clerk

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

THIS TASK ORDER is made as of the 13th day of March 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 **HALFF ASSOCIATES, INC.** whose address is 902 North Sinclair Ave, Tavares Fl 32778 (hereinafter referred to as the “PROFESSIONAL”, or “CONSULTANT”, or “Consultant”).

WITNESSTH:

WHEREAS, on July 13, 2022, pursuant to resolution 11094 the CITY and PROFESSIONAL entered into an Agreement for professional engineering services on a continuing basis (hereinafter referred to as the “Master Agreement”). The Master Agreement is referenced herein as though set forth in full text.

WHEREAS, the CITY and the PROFESSIONAL desire to enter into a Written Task Order (hereinafter referred to as “Task Order”) for professional services providing a Lake Denham Trail PD&E Study 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:
LAKE DENHAM
TRAIL PD&E STUDY**

3. Compensation.

The PROFESSIONAL shall perform the Scope of Services for an amount of **\$199,120.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written Change Order approving additional Services and additional compensation.

[Signature page follows.]

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

HALFF ASSOCIATES, INC.

By: _____

Printed: _____

Its: _____
(Title)

THE CITY OF LEESBURG, FLORIDA

James A. Burry Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

Lake Denham Trail PD&E Study Scope of Services

INTRODUCTION

The City of Leesburg is seeking to complete the Lake Denham Trail PD&E Study for a 15-foot paved multi-use, non-motorized bicycle, pedestrian, and equestrian trail. The project limits extend approximately 10 miles from the Trail Head at 1311 West Main Street (Magnolia Trail at South 12 Street), southwest along the abandoned railroad bed crossing US 27, continuing southwest, then south to CR 25A, past Owens Rd and the Flat Island Preserve then south along US 27 to CR 33, then southwest along CR 33 to SR 48 then along SR 48 crossing underneath Florida's Turnpike to the Lake-Sumter County Line. **(See Figure 1 – Project Location Map)**

PURPOSE

The purpose of the Lake Denham Trail is to enhance regional trail connectivity by providing a North-South oriented shared use path that connects the East-West oriented Wildwood/Leesburg/Tavares/Mt. Dora Trail system and the East-West oriented South Lake Trail. The Lake Denham Trail will not only connect two major regional trails, but it also connects the major Lake County population centers of Leesburg, Tavares, and Mt. Dora with the Flat Island Preserve and the Lake Denham recreation areas.

The CONSULTANT will analyze and assess the Project's impact on the social, economic, cultural, natural, and physical environment, in order to develop the Location and Design Concept of the Project in accordance with FDOT policy, procedures, and requirements.

SCOPE OF SERVICES

The Scope of Services defines the Project tasks to be performed consistent with the FDOT's PD&E Manual and other pertinent manuals. The Study Fee Estimate is shown in **Attachment A**.

The Project development process and all tasks identified in this Scope of Services must follow the guidance provided in the FDOT's current version of the PD&E Manual. As discussed in Part 1, Chapter 1, of the PD&E Manual, the PD&E Manual satisfies state and federal processes and incorporates the requirements of the National Environmental Policy Act (NEPA), federal law, regulations, and Executive Orders included in the FHWA Federal-Aid Policy Guide, and applicable state laws and regulations including Section 339.155 of the Florida Statutes and Rule Chapter 14 of the Florida Administrative Code. As such, Project documents prepared by the CONSULTANT must comply with all applicable state and federal laws, regulations, and Executive Orders.

The CONSULTANT must demonstrate good project management practices while working on this Project, including effective communication with the CITY and others as necessary, effective management of time and resources, and quality of documentation. Throughout the PD&E Study, the CONSULTANT shall set up and maintain a contract file in accordance with standard procedures. The CONSULTANT and any SUB-CONSULTANTS are expected to know the laws and rules governing their profession and are expected to provide professional services in accordance with current and applicable regulations, codes, ordinances, and standards.

The CITY will provide contract administration and management, as well as technical reviews of all work associated with the development of this Project and performed under this Scope of

Lake Denham Trail PD&E Study

Scope of Services

Services. The CITY'S technical reviews will focus on high-level conformance and are not meant to substitute CONSULTANT quality reviews of deliverables. The CONSULTANT is fully responsible for all work performed and work products developed under this Scope of Services.

CONSULTANT TASKS

TASK 1:ADMINISTRATION

A. Attend Notice to Proceed / Project Overview Meeting

The CONSULTANT will prepare for and attend a Notice to Proceed Meeting or internal Project Overview Meeting with the Project Manager. CITY staff and key members of the consulting team will set the final parameters for the project and formally initiate the study.

B. Project Status Meetings

The appropriate members of the consulting team will attend periodic meetings with the Project Manager and staff to discuss project progress and status and upcoming events and activities. The purpose of these meetings is to maintain clear communication between the CITY and the project team. The CONSULTANT shall prepare and distribute meeting minutes following each of these meetings.

C. Project Schedule

The CONSULTANT will submit a detailed project schedule identifying major tasks, their duration and task relationships. An electronic submittal, compatible with Microsoft (MS) Project, is also required.

TASK 2: PUBLIC INVOLVEMENT

A. Commissioners Public Hearing

The CONSULTANT shall provide all support necessary for the CITY to conduct a Final Public Hearing on the preferred alternative . The CONSULTANT will provide an aerial photo of the corridor in digital format. The CONSULTANT will prepare a Power Point presentation for the City Commission Meeting/ Public Hearing.

TASK 3: DATA COLLECTION

The CONSULTANT shall review the information already collected as part of the "Preliminary Engineering Report" and any other project documents and materials that have been prepared prior to this PD&E phase, the consulting team will begin collecting engineering, drainage, hydraulic, and environmental data necessary to further evaluate.

The CONSULTANT will maximize the use of existing information available from State, regional, local agencies, private sources, and its own files. Examples include the Programming Screen Summary Report, Concept Reports, previously completed planning products, listed species reports, Florida Department of Environmental Protection OCULUS Electronic Document Management System, and other sources as appropriate.

A. Aerial Photography/Base Maps

The CONSULTANT will prepare scale verified aerial based raster image maps. This

Lake Denham Trail PD&E Study

Scope of Services

photography will be used to present the master drainage basins, the preferred trail concept, right-of-way requirements and any other required information. The CONSULTANT will prepare the aerial photography suitable for public display. This will be used to present the overall project concept and the final preferred alternative to the public at the various public meetings.

B. Existing Characteristics

The CONSULTANT will conduct field investigations to collect all pertinent existing field information necessary to re-evaluate the preferred alternative(s). The existing data will be compiled, documented, and mapped on the aerial photography base maps for presentations.

C. Utilities

The CONSULTANT will identify the following existing and proposed utilities that may influence location and design consideration:

- Overhead transmission lines, microwave towers, etc.
- Underground water, gas, sanitary sewer, force mains, power cables, fiber, etc.

It is the responsibility of the CONSULTANT to determine the final list of Utility Agency Owners (UAO) within the project area.

D. Railroads

The CONSULTANT will coordinate with Lake County, the CITY and FDOT Railroad Coordinator, as necessary.

E. Soil Survey and Geotechnical Data

The CONSULTANT will review existing soil maps and available geotechnical information for the study area and prepare a desk-top level technical memorandum.

Deliverable: Geotechnical Technical Memorandum

F. Previously Completed Surveys, Reports, Plans

- Previously completed surveys, maps and as-builts within or adjacent to the project limits will be requested from FDOT, the CITY and Lake County. Provided surveys will be reviewed by the CONSULTANT and used for reference during the conceptual rendering of the preferred alternative.
- Previously completed reports and planning documents relevant to the project will be requested from FDOT, the CITY and Lake County. Provided reports will be reviewed by the CONSULTANT and relevant information will be utilized for the project.

TASK 4: LAND USE PLANS

The CONSULTANT shall collect all land use information (existing and future) necessary to develop and evaluate a reasonable range of alternative trail improvements and to identify locations where right-of-way could potentially be dedicated for the trail improvement.

Lake Denham Trail PD&E Study

Scope of Services

Information to be collected will include future land use plans, proposed development plans, zoning regulations, CITY's Comprehensive Policy Plan, and preliminary and final plats. The CONSULTANT will map pertinent information on the aerial base maps.

TASK 5: ENVIRONMENTAL AND ENGINEERING ANALYSIS

CONSULTANT activities to conduct and prepare environmental analysis and reports shall be done under the direction of the CITY's Project Manager. The CONSULTANT will collect pertinent environmental data, conduct analyses, and document the results of this analysis within technical reports or memoranda. The analyses and reporting will be performed and presented in accordance with the procedures in FDOT's PD&E Manual. Wherever appropriate the CONSULTANT will describe proposed measures to avoid, minimize, or mitigate project impacts on the environmental issues. Additionally, the CONSULTANT will summarize results of the environmental analysis in the Environmental Document or Technical Memoranda. The CONSULTANT must verify and record in the Environmental Document any environmental resource that is identified as "No Involvement".

A. Archaeological and Historic Resources

The CONSULTANT shall implement a Cultural Resources study to analyze the impacts to all cultural resources by all proposed alternatives, not including ponds. All work will conform to the specifications set forth in Chapter 1A-46, Florida Administrative Code (FAC), Chapter 267, *Florida Statutes (FS)*, as well as the Florida Department of Transportation's Project Development and Environment Manual. Principal Investigators meet the Secretary of the Interiors Historic Preservation Professional Qualification Standards (48 FR 44716) for archaeology, history, architecture, architectural history, or historic architecture.

Field Work – As part of the Cultural Resource Assessment Survey (CRAS), the CONSULTANT will conduct an archaeological field survey that consists of a visual reconnaissance of the selected alternative and then excavate the appropriate number of test pits. In addition, the CONSULTANT will conduct a historic filed survey to identify all historic resources within the APE, both previously recorded and newly identified. Enough data will be collected to document each site's significance in terms of eligibility for listing on the National Register of Historic Places (NRHP). No resources adjacent to the APE will be updated, recorded, or evaluated.

Documentation – The CRAS report shall be prepared with appropriate documentation detailing the results of the survey and final assessments of resource significance, including a FMSF form for all newly identified and updated previously recorded resources within the APE

[Optional Services] If any NRHP eligible resources are found during the CRAS and the project plans to utilize federal dollars or permits, then a Section 106 Case Study Report may be required to document the effects on the historic resource(s). Additional hours would be required.

Deliverable: Cultural Resource Assessment Report (CRAS)

Lake Denham Trail PD&E Study

Scope of Services

B. Section 4(f)

Section 4(f) – The CONSULTANT will confirm the applicability of Section 4(f) to this project. A determination of applicability (DOA) will be required to determine whether the identified resources qualify as designated Section 4(f)s site. This research involves field reviews, interviews with Officials with Jurisdiction (OWJ) over the resource, review of FDOT Geographic Information System (GIS) databases, current management plans, and property appraiser websites to determine boundaries. Once this research determines that the resource is considered to be a Section 4(f) resource under 23 CFR 774.117, an evaluation of project alternative(s) is conducted to determine whether there is a use of that resource within the meaning of Section 4(f). Often times on transportation projects, either there is no use of the resource, or the action qualifies as an exception or an exemption to Section 4(f) regulations, in which an Exception/Exemption form will be prepared. This form is typically prepared on projects where a trail or sidewalk is constructed within a park or recreation area, and it serves as an enhancement to the Section 4(f) resource.

Deliverable: Section 4(f) DOA, Exception/Exemption Form

C. Sociocultural Effects Evaluation

The sociocultural effects (SCE) evaluation for the project will examine the potential for project-related social, economic, land use change, mobility, aesthetic, and relocation potential effects. This task includes the collection of population and community resources data and preparing a Community Characteristics Inventory report which will include mapping from FDOT's Environmental Screening Tool and other agency sources.

The evaluation will direct attention to the potential for any disproportionate adverse impacts to minority, low-income, and other vulnerable populations as a result of the project in accordance with Executive Order 12898 on Environmental Justice, Title VI of the Civil Rights Act, and other applicable nondiscrimination laws and policies. If potential sociocultural effects are identified, the affected communities will be engaged through the public involvement process in assessing the extent and severity of effects and developing context-sensitive solutions.

Deliverable: Sociocultural Effects Evaluation Technical Memorandum

D. Hydraulic and Natural Features

The CONSULTANT will review existing information to identify significant hydraulic and natural features found within the study area. The CONSULTANT will supplement documented information with field reviews of the study area. Information to be documented will, at a minimum, including wetlands, floodplains and floodways, and drainage outfalls.

Lake Denham Trail PD&E Study

Scope of Services

The CONSULTANT will document, in report and map format, all information that may influence the location and evaluation of alternate improvement concepts. The CONSULTANT will also collect permit-related information on sites that may require environmental resource permits, dredge and fill permits, water quality permits or Stormwater discharge permits. This activity will include identifying all relative permitting agencies and all existing permits and their conditions.

E. Threatened and Endangered Species

The CONSULTANT will review existing information to determine the potential presence of threatened or endangered plant and animal species within the study area. The CONSULTANT will supplement documented information with field reviews of the study area. The CONSULTANT will document in report and map format all information that may influence the location and evaluation of alternative improvement concepts.

The CONSULTANT will document the results of the Hydraulics, Wetlands, Natural Features and Wildlife and Habitat, evaluations in a Natural Resources Evaluation (NRE) report in accordance with **PD&E Manual**.

Deliverable: Natural Resources Evaluation (NRE) Report

F. Contamination/Hazardous Material Sites

A Contamination Screening Evaluation Report (CSER) will be prepared. The CONSULTANT will review available records to identify sites with documented or possible undocumented contamination and the potential for soil contamination. To supplement this recorded information, the CONSULTANT will perform a field review of the study area to identify non-reported sites that may potentially be contaminated with hazardous materials. The contamination data and analysis activities will be documented within the report.

Deliverable: Contamination Screening Evaluation Report (CSER)

G. Preliminary Engineering Report (PER)

The CONSULTANT will prepare a Preliminary Engineering Report (PER) as per Part 2, Chapter 3 of the PD&E Manual. The CONSULTANT shall include sufficient back up information related to all computer programs and parameters used in the analyses to facilitate the review of the engineering documentation. The engineering documentation shall be neatly and logically presented. The final engineering analysis documentation prepared by the CONSULTANT shall be signed and sealed by a Florida-licensed professional engineer.

Deliverable: Preliminary Engineering Report (PER)

**Attachment A
Lake Denham Trail
PDE Study
Fee Estimate**

TASK	Staff Hour Cost Details												Task Totals		Subconsultant Services	Subconsultant Services	Subconsultant Services
	Project Principal		Sr. Project Manager		Professional Engineer		Senior Planner		Engineer Intern		Sr. CAD/Graphic Designer		Staff Hours by Activity	Salary Cost by Activity	Andreyev Engineering	Vrana Consultants Inc.	Amanda Weltstein
	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate					
		\$270.00		\$250.00		\$175.00		\$150.00		\$115.00		\$120.00					
Task 1 - ADMINISTRATION																	
1.1 Develop Project Schedule	3.0	\$270.00	4.0	\$1,000.00	1.00	\$170.00	1.0	\$150.00	0.0	\$0.00	0.0	\$0.00	7.0	\$1,590.00			
1.2 Attend Notice to Proceed/Project Overview Meeting	1.0	\$270.00	4.0	\$1,000.00	2.00	\$340.00	4.0	\$600.00	2.0	\$230.00	0.0	\$0.00	13.0	\$2,440.00			
1.3 Project Status Meeting	1.0	\$270.00	20.0	\$5,000.00	6.00	\$1,020.00	16.0	\$2,400.00	16.0	\$1,840.00	6.0	720.00	65.0	\$11,250.00			
1.4 Stakeholder Meetings	1.0	\$270.00	3.0	\$2,000.00	4.00	\$680.00	12.0	\$1,800.00	8.0	\$920.00	4.0	480.00	37.0	\$6,150.00			
1.5 FDOT/SWIFT Coordination	1.0	\$270.00	3.0	\$2,000.00	6.00	\$1,020.00	20.0	\$3,000.00	16.0	\$1,840.00	8.0	\$960.00	58.0	\$9,090.00			
Task 1 Total	6.0	\$1,350.00	44.0	\$11,000.00	18.0	\$3,230.00	53.0	\$7,850.00	42.0	\$4,830.00	18.0	\$2,160.00	181.0	\$30,520.00			
Task 2 - PUBLIC INVOLVEMENT																	
2.3 Commissioner Public Hearing (Provide all support needed to conduct 1 meeting)	1.0	\$270.00	16.0	\$4,000.00	10.0	\$1,700.00	12.0	\$1,800.00	30.0	\$2,300.00	20.0	\$2,400.00	78.0	\$12,470.00			\$3,000.00
Task 2 Total	1.0	\$270.00	16.0	\$4,000.00	10.0	\$1,700.00	12.0	\$1,800.00	30.0	\$2,300.00	20.0	\$2,400.00	78.0	\$12,470.00			
Task 3 - DATA COLLECTION																	
3.1 Aerial Photography/Base Maps	1.0	\$270.00	4.0	\$1,000.00	4.0	\$680.00	4.0	\$600.00	12.0	\$1,380.00	20.0	\$2,400.00	45.0	\$6,330.00			
3.2 Existing Characteristics	1.0	\$270.00	4.0	\$1,000.00	6.0	\$1,360.00	16.0	\$2,400.00	16.0	\$1,840.00	12.0	\$1,440.00	57.0	\$6,310.00			
3.3 Utilities	1.0	\$270.00	4.0	\$1,000.00	2.0	\$340.00	4.0	\$600.00	4.0	\$460.00	4.0	\$480.00	19.0	\$3,150.00			
3.4 Railroads	1.0	\$270.00	4.0	\$1,000.00	2.0	\$340.00	4.0	\$600.00	4.0	\$460.00	2.0	\$240.00	17.0	\$2,910.00			
3.5 Geotechnical Technical Memorandum	1.0	\$270.00	4.0	\$1,000.00	2.0	\$340.00	4.0	\$600.00	4.0	\$460.00	2.0	\$240.00	17.0	\$2,610.00			
3.6 Previously Completed Surveys, Reports and Plans	1.0	\$270.00	4.0	\$1,000.00	4.0	\$680.00	8.0	\$900.00	12.0	\$1,380.00	8.0	\$960.00	35.0	\$5,190.00			
Task 3 Total	6.0	\$1,620.00	24.0	\$6,000.00	22.0	\$3,740.00	38.0	\$5,700.00	52.0	\$5,380.00	48.0	\$5,760.00	190.0	\$28,890.00			
Task 4 - LAND USE PLANS																	
4.1 Collect Land Use Information	1.0	\$0.00	4.0	\$1,000.00	2.0	\$40.00	8.0	\$1,200.00	6.0	\$600.00	4.0	\$480.00	25.0	\$3,710.00			
4.2 Identify locations where ROW could be dedicated to the Project	1.0	\$115.00	4.0	\$1,000.00	2.0	\$40.00	6.0	\$900.00	8.0	\$920.00	4.0	\$480.00	25.0	\$3,755.00			
Task 4 Total	2.0	\$115.00	8.0	\$2,000.00	4.0	\$680.00	14.0	\$2,100.00	14.0	\$1,610.00	8.0	\$960.00	50.0	\$7,465.00			
Task 5 - ENVIRONMENTAL AND ENGINEERING ANALYSIS																	
5.1 Archeological and Historic Resources (CRA5)	1.0	\$270.00	2.0	\$500.00	0.0	\$0.00	214.0	\$32,100.00	0.0	\$0.00	0.0	\$0.00	217.0	\$32,870.00			
5.2 Section 4(f)	1.0	\$270.00	4.0	\$1,000.00	0.0	\$0.00	4.0	\$0.00	35.0	\$4,025.00	0.0	\$0.00	44.0	\$5,295.00			
5.3 Socioeconomic Effects Evaluation	1.0	\$270.00	2.0	\$500.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	2.0	\$240.00	5.0	\$1,010.00			
5.4 Natural Resource Evaluation Report	1.0	\$270.00	2.0	\$500.00	0.0	\$0.00	60.0	\$9,000.00	0.0	\$0.00	2.0	\$240.00	65.0	\$10,010.00			
5.6 Contamination Screening Evaluation Report	1.0	\$270.00	4.0	\$1,000.00	6.0	\$1,360.00	0.0	\$0.00	4.0	\$460.00	2.0	\$240.00	19.0	\$3,330.00			
5.7 Preliminary Engineering Report	2.0	\$540.00	20.0	\$5,000.00	10.0	\$1,700.00	20.0	\$3,000.00	240.0	\$27,600.00	20.0	\$2,400.00	312.0	\$39,540.00			
Task 5 Total	7.0	1,890.00	34.0	\$8,500.00	18.0	\$3,060.00	288.0	\$43,400.00	278.0	\$32,085.00	26.0	\$3,120.00	667.0	\$92,056.00			
Half Totals													1,162.0	\$171,310.00	\$15,810.00	\$9,000.00	\$3,000.00
Andreyev Totals													76.0	\$15,810.00			
Vrana Totals													56.2	\$9,000.00			
Swell Totals													40.2	\$3,000.00			
TOTAL FEE														\$199,120.00			

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: March 13, 2023

From: Cliff Kelsey, (Public Works Director), Aaliyah Davis, (Purchasing Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with a Guaranteed Maximum Price (GMP) with Wharton-Smith, Inc. for \$2,948,271.00; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of the Agreement with Wharton-Smith, Inc. for a GMP amount of \$2,948,271.00.

Analysis:

The purpose of this Agreement is for the construction of the Pine Street and CDC Parking Lot project. Improving the Pine Street District is an ongoing City goal and this project directly supports that initiative. The project represents a modified version of the full Pine Street Design that will allow the most critical portion of the project to proceed now and set the remainder of the work up to be incorporated into future phases. Improvements will include widening of the road to support on-street parking, widening of the sidewalks to support increased pedestrian traffic, decorative lighting, decorative landscaping and off-street parking behind Pine Street vendor facilities. Executing this project will significantly improve the aesthetics of the Pine Street corridor as well as the City's new Aquatic Complex.

The City's Engineer of Record, CPH, Inc. has completed the construction design. Wharton-Smith, Inc. has completed their process to calculate the Guaranteed Maximum Price.

Procurement Analysis:

On October 24, 2022, pursuant to Resolution 11,196, the City Commission approved execution of a Construction Manager at Risk Services Agreement on a Continuing Basis with Wharton-Smith, Inc. This project is being made under the terms and conditions of the continuing agreement.

Wharton-Smith has submitted to the City the Guaranteed Maximum Price (GMP) for the project. Public Works has reviewed the GMP and approves the amount.

Options:

1. Approve the Resolution authorizing execution of the Construction Services Agreement with a GMP

with Wharton-Smith, Inc. for \$2,948,271.00; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current Capital Projects budget includes \$2,038,099.00 of American Rescue Plan Act (ARPA) funds. Additionally, the CDC will be paying the City \$250,000.00 for the Pine Street parking lot project. The remaining \$660,172.00 is available in the Capital Projects Fund titled Unallocated Capital Funds and is funded with remaining ARPA funds.

Account No.	031-5112-541-6310
Project No.	ARPACT
WF No.	WF1335703/2
Requisition	55317
Budget	\$2,038,099.00
Available	\$2,038,099.00

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
CONSTRUCTION SERVICES AGREEMENT WITH A GUARANTEED
MAXIMUM PRICE (GMP) WITH WHARTON-SMITH, INC. FOR
\$2,948,271.00; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with WHARTON-SMITH, INC. whose address is 750 Monroe Road, Sanford, FL 32771, for PINE STREET AND CDC PARKING LOT CONSTRUCTION SERVICES.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of March 2023.

Mayor

ATTEST:

City Clerk

**AGREEMENT FOR
CONSTRUCTION SERVICES WITH
GUARANTEED MAXIMUM PRICE (GMP)**

THIS AGREEMENT is made as of the 13th day of March 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 **WHARTON-SMITH, INC.** whose address is 750 Monroe Road, Sanford, Florida 32771 (hereinafter referred to as the “CONSTRUCTION MANAGER or CM”).

RECITALS:

WHEREAS, the CONSTRUCTION MANAGER was selected following a competitive Solicitation process as the City’s Construction Manager at Risk (CMaR) to provide Construction Manager at Risk (CMaR) services on a continuing basis.

WHEREAS, the CONSTRUCTION MANAGER shall serve as the Construction Manager/General Contractor on the Pine Street and CDC Parking Lot Project.

WHEREAS, the CITY and CONSTRUCTION MANAGER desire to enter into this Agreement for Constructions Services with a Guaranteed Maximum Price (GMP).

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 Contract Documents consist of:
 - a. This Agreement; and
 - b. Supplemental Conditions attached as Attachment ‘A’; and
 - c. The CONSTRUCTION MANAGER’S Guaranteed Maximum Price (GMP) Proposal incorporated as Attachment ‘B’
2. **Scope of Services.** The Scope of Services is generally described as the construction of the City of Leesburg Pine Street and CDC Parking Lot project (the “Project” or the “Work”).
 - a. The CONSTRUCTION MANAGER shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.
 - b. The CONSTRUCTION MANAGER will carry out the Work effectively, to maintain the progress of the Work in accordance with the requirements of the Project Schedule, and to satisfy all obligations of the CONSTRUCTION MANAGER under the Contract Documents.
3. **Guaranteed Maximum Price.** The CONSTRUCTION MANAGER shall perform the Project for a Guaranteed Maximum Price (GMP) of **\$2,948,271.00**. The cost of the project shall not exceed the GMP. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the CONSTRUCTION MANAGER without reimbursement by the CITY.

4. **Changes in the Project**

- a. **Request for a Change Order.** The work schedule or contract time may be changed by a Change Order. The CONSTRUCTION MANAGER's request or claim for a work schedule and/or contract time adjustment shall be in writing delivered to the CITY Representative within ten (10) working days following the discovery of the event that prompted the claim or the date when the event should have been discovered. Where accepted by CITY, changes to the work schedule will only adjust for critical path impacts. Upon receipt of the CONSTRUCTION MANAGER's request for a change in the Work schedule, the CITY will provide any additional directions in writing detailing the procedures that will be used to resolve the request, including provision of time impact or manpower and equipment loading schedules. Where CITY and the CONSTRUCTION MANAGER are unable to reach a mutually acceptable resolution of request, CITY will make a commercially reasonable determination.
- b. **Acceptable Ways of Determining Increases or Decreases in the GMP On Change Orders.** An increase or decrease in the Guaranteed Maximum Price resulting from a change in the Project or other factor entitling CONSTRUCTION MANAGER to an equitable adjustment of the GMP shall be determined in one or more of the following ways:
 - i. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by CITY;
 - ii. by unit prices stated in the Contract or subsequently agreed upon, if less; or
 - iii. as otherwise mutually agreed to by CITY and the CONSTRUCTION MANAGER
- c. **Itemized Accounting on Change Orders.** If the parties are unable to agree to the pricing of a change order in accordance with this Contract, the CONSTRUCTION MANAGER, provided he receives a written order signed by CITY, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, CITY will establish an estimated cost of the Work and the CONSTRUCTION MANAGER shall not perform any Work which cost exceeds that estimate without prior written approval by CITY. In such case, the CONSTRUCTION MANAGER shall keep and present, in such form as CITY may prescribe, an itemized accounting together with appropriate supporting data organized and maintained consistent with reasonable generally accepted accounting principles and practices of the increase in the Cost of the Project as outlined herein of the Contract. The amount of decrease in the Guaranteed Maximum Price to be allowed by the CONSTRUCTION MANAGER to CITY for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.

- d. **Emergencies.** In any emergency affecting the safety of persons or property, the CONSTRUCTION MANAGER shall act at his discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the CONSTRUCTION MANAGER on account of emergency Work shall be determined as provided in this Article 9, as long as the emergency was not caused by the CONSTRUCTION MANAGER.

5. **Construction Manager Contingency.** The amount set forth in the GMP which is available for CONSTRUCTION MANAGER's exclusive use for unanticipated costs that are incurred in performing the Work that are not the basis for a Change Order such as overtime, acceleration, and Subcontractor defaults.

6. **Contingency Usage.** The CONSTRUCTION MANAGER will be required to receive CITY authorization, which shall not be unreasonably withheld without limitation, prior to using any of the CONSTRUCTION MANAGER Contingency funds. If CITY does not deny within three (3) business days of request, the CONSTRUCTION MANAGER may use the Contingency funds as if the request had been approved by CITY.

The Contingency may be used for any costs of the work, as defined herein, that are required to execute the work as defined in the GMP. No increase in the Contingency will be allowed once the GMP is established, unless such cost arises from a latent condition or differing site condition. Risk to any other unforeseen circumstance shall be at the risk of the CONSTRUCTION MANAGER, unless approved by CITY via change order and contract amendment. The Construction Manger shall document to CITY with a log and detailed backup including receipts, contracts, invoices or communications to itemize the use Contingency identified in the GMP. The Contingency for this Project will be negotiated at the time of GMP Proposal submission. Any remaining Contingency at the completion of the Project shall be disbursed in accordance with this Contract.

7. **Contingency Savings.** If the CONSTRUCTION MANAGER contingency funds are not used, the amount not spent ("Savings") shall be shared as follows; provided, however, that any liquidated damages due to CITY shall be deducted from any Savings due to CONSTRUCTION MANAGER:

- a. Twenty-five percent (25%) to CONSTRUCTION MANAGER and seventy-five percent (75%) to CITY.
- b. Except as provided herein, savings shall be calculated and paid as part of Final Payment, with the understanding that to the extent CONSTRUCTION MANAGER incurs costs after Final Completion which would have been payable to CONSTRUCTION MANAGER as a Cost of the Work, CONSTRUCTION MANAGER shall be entitled to payment from CITY for that portion of such costs that were distributed to CITY as Savings.

8. **Relationship of the Parties.** The CONSTRUCTION MANAGER accepts the relationship of trust and confidence established by this Agreement and covenants with the CITY as follows: to cooperate fully with the CITY and the CITY's Engineer of Record, CPH Consulting, LLC, on this Project and exercise the CONSTRUCTION MANAGER's skill and judgment in furthering the interests of the CITY; to furnish efficient business administration and supervision;

to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the CITY's interests. The CITY agrees to furnish and approve, in a timely manner, information required by the CONSTRUCTION MANAGER and to make payments, in a timely manner, to the CONSTRUCTION MANAGER in accordance with the requirements of the Contract Documents.

9. **Labor and Materials.** The CONSTRUCTION MANAGER 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 reasonable inspection and approval of the CITY's representative.

10. **Owner Supplied Equipment.** The CITY is providing Owner Purchased Equipment ("Owner Equipment") to be incorporated into the Project by the CONSTRUCTION MANAGER. CONSTRUCTION MANAGER will take reasonable care to protect equipment from damage once it arrives on the Project site. CONSTRUCTION MANAGER will take proper and reasonable care while installing and commissioning Owner Equipment to not cause damage to the Owner Equipment.

11. **Term of Agreement.** This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY's authorized representative, unless earlier terminated in accordance with its provisions. Those portions imposing warranty requirements on CONSTRUCTION MANAGER will continue to remain in effect until completion of the expressed warranty periods.

12. **Commencement and Completion.** The CITY and the CONSTRUCTION MANAGER mutually agree time is of the essence, to that end, the CONSTRUCTION MANAGER will commence work upon receipt of a Notice to Proceed. Substantial Completion of the entire Project shall be reached no later than **365 CALENDAR DAYS** from the date of the Notice to Proceed. In executing this Agreement, CONSTRUCTION MANAGER affirms the time set for completion is reasonable.

Substantial Completion is dependent upon the CONSTRUCTION MANAGER not experiencing delays to the sequence of Work or production caused by CITY or those for whom CITY is responsible, including but not limited to Owner directed changes, architectural errors or omissions, and utility service providers (collectively, "Owner Delays"). In the event Owner Delays exceed eighteen (18) calendar days, then CONSTRUCTION MANAGER shall be entitled to recover its extended General Conditions costs. CONSTRUCTION MANAGER, in addition, shall be entitled to a time extension day for day for each day of delay to the Work caused by Owner Delays.

Final Completion will be obtained at the point in time after the CITY makes the determination that the Project is completed and there is Acceptance by the CITY, and the CONSTRUCTION Manager has fulfilled all requirements of the Contract Documents.

13. **Termination for Default.** If, through any cause, the CONSTRUCTION MANAGER 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" or other than for instances caused

by CITY or CITY's design professionals, consultants or contractors, the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (show cause notice) to the CONSTRUCTION MANAGER requiring a written response due within TEN (10) 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 CONSTRUCTION MANAGER's response. Should the CONSTRUCTION MANAGER fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONSTRUCTION MANAGER for failure of the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER shall, at the option of the CITY, become CITY property, and the CONSTRUCTION MANAGER shall be paid just and equitable compensation for any conforming work completed on such materials.

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

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

The CONSTRUCTION MANAGER may terminate this Agreement for cause at any time ten (10) calendar days after the CONSTRUCTION MANAGER has delivered a Notice of Default to the City and the City has failed to cure the material default. For purposes of this paragraph, it is a material default for the City to fail to make payment on time to the CONSTRUCTION MANAGER or to fail to provide information to the CONSTRUCTION MANAGER required by the CONSTRUCTION MANAGER to maintain the construction schedule.

14. **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.

15. **Termination for Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER shall be paid for services completed in accordance with the Contract Documents, less payment or compensation previously made. The CONSTRUCTION MANAGER shall not incur any additional expenses after receiving the written termination notice. In the event of a termination for convenience, the CITY shall be obligated to pay CONSTRUCTION MANAGER, in addition to all sums owed CONSTRUCTION MANAGER for conforming Work performed and materials supplied prior to the effective date of the termination, for all sums, losses and expenses CONSTRUCTION MANAGER incurs as a result of CONSTRUCTION MANAGER having to terminate contracts with its subcontractors and suppliers for this Project.

16. **Suspension by the City for Convenience.**

- a. The CITY may, without cause, order the CONSTRUCTION MANAGER in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the CITY may determine.
- b. The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in 11.a. Adjustment of the Contract Sum shall include overhead and profit. No adjustment shall be made to the extent
 - i. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the CONSTRUCTION MANAGER is solely responsible.

17. **Changes in the Work.** Changes in the Work may be accomplished after execution of this Agreement, and without invalidating this Agreement, by written Amendment or Change Order approved by the CITY's legislative body or City Manager prior to any work related to the Change Order being performed.

- a. **Change Orders.** A Change Order is a written instrument prepared by the CONSTRUCTION MANAGER and signed by the CITY and CONSTRUCTION MANAGER stating their agreement upon all of the following:
 - i. The change in the Work;
 - ii. The amount of the adjustment, if any, in the Contract Sum; and
 - iii. The extent of the adjustment, if any, in the Contract Time.

18. **Guaranty of Faithful Performance and Payment.** - A Public Construction Bond (Performance and Payment Bond), written by a Surety firm satisfactory to the City of Leesburg on the forms attached hereto which comply with Section 255.05(1), Florida Statutes, will be required of the successful Bidder to guarantee that he will deliver a complete project under his Contract in strict accordance with the Contract Documents and that he will, after receiving payment from the CITY, pay promptly all persons supplying him with labor or materials for the work.

The Public Construction Bond shall be for an amount not less than the GMP as agreed to and amended by both parties.

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

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

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

19. **Payments.** All Application for Payments shall be submitted on an Application for Payment acceptable to and approved by the CITY.

a. **Progress Payments for Work.**

- i. Based upon Applications for Payment submitted to the CITY or CITY's Representative by the CONSTRUCTION MANAGER, the CITY shall make progress payments on account of the Contract Sum to the CONSTRUCTION MANAGER as provided below and elsewhere in the Contract Documents.
- ii. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- iii. Provided that (i) the Work described in the Application for Payment has been completed in accordance with the terms of the Contract Documents, and (ii) a complete and correct Application for Payment is received by the CITY, the CITY shall make payment of the amount properly due to the CONSTRUCTION MANAGER under the Contract Documents in accordance with Florida Statute 218.735 – *Timely payment for purchases of construction services*.
- iv. Each Application for Payment shall be based on the most recent schedule of values submitted by the CONSTRUCTION MANAGER in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the CONSTRUCTION MANAGER's Fee and General Conditions line items shall be shown as single separate lump sum line items. CONSTRUCTION MANAGER's Fixed Fee and General Conditions line items shall be paid monthly on a pro-rated basis based on the contractual

scheduled duration of the Project. For example, if the construction schedule calls for **560 days** to achieve Substantial Completion, then the CONSTRUCTION MANAGER's Fee and General Conditions line items shall each be paid at the rate of **5.55% per month** over the course of the fourteen-month Project.

- v. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the CONSTRUCTION MANAGER on account of that portion of the Work for which the CONSTRUCTION MANAGER has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.
- vi. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - 1. Work completed;
 - 2. Stored Materials as approved by the CITY;
 - 3. CONSTRUCTION MANAGER's fee computed to match the percentage of work completed as represented on the Schedule of Values;
 - 4. CONSTRUCTION MANAGER's general conditions applicable to the period covered by the Application for Payment.
- vii. The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the CITY, if the Architect has evidence that such action is necessary to protect the CITY from loss due to actions or omissions of the CONSTRUCTION MANAGER or its subcontractors and suppliers. If the Architect is unable to certify payment in the amount of the Application, the Architect will promptly notify the CONSTRUCTION MANAGER and CITY in writing. If the CONSTRUCTION MANAGER and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect reasonably believes necessary under the circumstances to protect the CITY. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary based on evidence in the possession of Architect to reasonably protect the CITY from loss for which the CONSTRUCTION MANAGER is responsible, including loss resulting from acts and omissions because of:
 - 1. defective Work not remedied after written notice is delivered by the CITY;
 - 2. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the CITY is provided by the CONSTRUCTION MANAGER;

3. failure of the CONSTRUCTION MANAGER, after receiving payment from the CITY, to make payments properly to Subcontractors or for labor, materials or equipment;
4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
5. damage to the CITY or a separate contractor;
6. reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
7. repeated failure to carry out the Work in accordance with the Contract Documents.

viii. When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

20. **Retainage.** This Project is a construction project and is subject to withholding of Retainage in accordance with Florida Statute 255.078 Public Construction Retainage. Retainage will be withheld at a rate of FIVE PERCENT (5%) on all Payment Applications for the duration of the Project.

Retainage shall not be withheld from progress payments for the CONSTRUCTION MANAGER's Fee or General Conditions.

21. **Final Payment.**

- a. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the CITY to the CONSTRUCTION MANAGER when:
 - i. the CONSTRUCTION MANAGER has fully performed the Contract except for the CONSTRUCTION MANAGER's responsibility to correct Work and to satisfy other requirements, if any, which extend beyond final payment;
 - ii. the CONSTRUCTION MANAGER has submitted a final accounting for the Cost of the Work and a final Application for Payment;
 - iii. a final Certificate for Payment has been issued by the Architect;
 - iv. the CONSTRUCTION MANAGER has delivered to the CITY a complete list of Subcontractors and Suppliers on the Project, including addresses and telephone numbers;
 - v. the CONSTRUCTION MANAGER has delivered to the CITY evidence reasonably acceptable to the CITY that the Work has passed all requisite governmental inspections including any Certificate of Occupancy or Certificate of Completion;
 - vi. the CONSTRUCTION MANAGER has delivered to the CITY an indexed, loose leaf binder or a CD in such format as required by the CITY containing all maintenance manuals, temporary and final certificates of completion or occupancy, as applicable, and warranty documents applicable to the Work;

- vii. the CONSTRUCTION MANAGER has delivered all as-built documents required by the Contract Documents;
 - viii. the CONSTRUCTION MANAGER has delivered to the CITY a CONSTRUCTION MANAGER's final payment affidavit in statutory form;
 - ix. the CONSTRUCTION MANAGER has delivered to the CITY conditional final waivers and lien releases executed by the CONSTRUCTION MANAGER and all Subcontractors and Suppliers serving a Notice to CITY;
 - x. the CONSTRUCTION MANAGER has delivered to the CITY any and all other items required by the Contract Documents;
 - xi. the CONSTRUCTION MANAGER has delivered a Consent of Surety (if any) to release of final payment; and,
 - xii. the CONSTRUCTION MANAGER has completed all items on CITY's punch list.
- b. The CITY's Designated Representative shall review and report in writing on the CONSTRUCTION MANAGER's final accounting within 30 days after delivery of the final accounting to the Architect by the CONSTRUCTION MANAGER. Based upon the GMP Schedule as the CITY's auditors report to be substantiated by the CONSTRUCTION MANAGER's final accounting, and provided the other conditions of 16.a. have been met, the Architect will, within seven calendar days after receipt of the written report of the CITY's Designated Representative, either issue to the CITY a final Certificate for Payment with a copy to the CONSTRUCTION MANAGER, or notify the CONSTRUCTION MANAGER and CITY in writing of the Architect's reasons for withholding a certificate as provided in the Contract Documents.
- c. If the CITY's audit of the final amount as substantiated by the CONSTRUCTION MANAGER's final accounting to be less than claimed by the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER shall be entitled to request mediation of the disputed amount. A request for mediation shall be made by the CONSTRUCTION MANAGER within 30 days after the CONSTRUCTION MANAGER's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the CITY's Designated Representative becoming binding on the CONSTRUCTION MANAGER. Pending a final resolution of the disputed amount, the CITY shall pay the CONSTRUCTION MANAGER the amount certified in the Architect's final Certificate for Payment in exchange for the close out documents required by this Agreement (excluding any final waiver or release from CONSTRUCTION MANAGER and its subcontractors and suppliers).
- d. The CITY's final payment to the CONSTRUCTION MANAGER shall be made no later than ten (10) calendar days after the satisfaction of the conditions set forth in 16.a above.

22. **Discounts.** Cash discounts, trade discounts, rebates, refunds resulting from the CONSTRUCTION MANAGER's early payments to vendors shall accrue to the CONSTRUCTION MANAGER.

23. **Subcontracts and Other Agreements.**

- a. Work performed by Subcontractors shall be performed under subcontracts or by other appropriate written agreements with the CONSTRUCTION MANAGER. Each subcontract shall be awarded based on the CONSTRUCTION MANAGER's sole decision as to the subcontractor's capability to perform the work.
- b. CONSTRUCTION MANAGER may self-perform a portion of the Work when CONSTRUCTION MANAGER believes that it is in the best interest of CITY due to, for example, CONSTRUCTION MANAGER's ability to use its own available employees to perform the Work without interruption to the schedule and loss of time.

24. **Insurance Requirements.**

- a. Scope of Insurance - The CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONSTRUCTION MANAGER's interests or liabilities, but are merely required minimums.
 - v. All liability insurance, except professional liability, shall be written on an occurrence basis.
 - vi. The CONSTRUCTION MANAGER waives its right of subrogation recovery against the CITY to the extent permitted by its insurance policies.
 - vii. Insurance required of the CONSTRUCTION MANAGER, or any other insurance of the CONSTRUCTION MANAGER shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any covered claims which arise out of the Agreement.
- b. Certificate of Insurance - The CONSTRUCTION MANAGER shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms reasonably acceptable to the Risk Manager for the CITY, before any Work under the Agreement begins.

- i. Except for workers' compensation and professional liability, the CONSTRUCTION MANAGER's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the Agreement.
 - 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.
- c. Comprehensive General Liability - The CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGERS, Contractual liability covering the Agreement, 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.
- f. Builders Risk - Prior to the commencement of construction and as a condition precedent to CONSTRUCTION MANAGER actually commencing construction activities on site, CONSTRUCTION MANAGER shall be

responsible for procuring an “all risk” Builder’s Risk insurance policy covering the total value of the improvements under construction with a policy limit not less than the amount of the GMP. Any deductibles under such policy shall be paid by the CITY unless the loss was caused by the negligence or fault of CONSTRUCTION MANAGER or those for whom CONSTRUCTION MANAGER is responsible. The Builder’s Risk Policy shall insure the interests of CITY, CONSTRUCTION MANAGER and all subcontractors and suppliers as their interests appear.

Once Substantial Complete is acknowledged by both the CITY and CONSTRUCTION MANAGER, use or occupancy of the Project by the CITY may be accomplished in accordance with this article when 1) the CITY secures Property and General Liability Insurance for the building/structure and 2) Provides confirmation from their broker or carrier that insurance has been secured and is effective.

- g. Premiums- The CITY shall pay CONSTRUCTION MANAGER for the cost of all insurance and surety products covering CONSTRUCTION MANAGER or its Subcontractors and suppliers and required hereunder. The GMP and any subsequent GMP Amendments shall include in the GMP the cost of all bonding and insurance coverage required by this Agreement or any subsequent modifications to this Agreement.

25. **Waiver of Lien.** Conditioned upon the CITY making payment first to CONSTRUCTION MANAGER for work performed and material and equipment supplied by a subcontractor or supplier, the CONSTRUCTION MANAGER agrees to make payment of all proper charges for labor and materials supplied and subject to the foregoing condition CONSTRUCTION MANAGER 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.

26. **Indemnification.** This Agreement is a “construction contract” as defined in and encompassed by the provision of Florida Statutes § 725.06, the following indemnification provision shall apply.

The CONSTRUCTION MANAGER 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 misconduct of the CONSTRUCTION MANAGER and persons employed or utilized by the CONSTRUCTION MANAGER in the performance of this Agreement.

27. **Codes, Laws, and Regulations.** CONSTRUCTION MANAGER will comply with the permitted design requirements included in this Agreement as it may be modified by Amendment or Change Order.

28. **Permits, Licenses, and Fees.** CONSTRUCTION MANAGER will obtain and pay for all trade permits and licenses required by law that are associated with the CONSTRUCTION MANAGER'S performance of the Scope of Services. All trade 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. The CITY will pay for the building permit and any and all impact fees, connection fees and other fees and costs related to the Work other than the trade permits which are the responsibility of the CONSTRUCTION MANAGER.

29. **Accounting Records.** The CONSTRUCTION MANAGER shall keep full and detailed records and accounts related to the Cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all Cost of the Work incurred. The CITY and the CITY's auditors shall, during regular business hours and upon reasonable advance notice no less than two working days in advance, be afforded access to, and shall be permitted to audit and copy, the CONSTRUCTION MANAGER's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda, subcontractor invoices, subcontractor payment applications and other data relating to this Contract.

CONSTRUCTION MANAGER's evidence of Cost of the Work for reimbursements shall consist of actual copies of invoices, applications for payment and any other form of billing from its subcontractors and suppliers. CONSTRUCTION MANAGER's Fixed Fee amounts and General Conditions amounts are negotiated lump sum amounts and are not subject to audit.

30. **Public Records Retention.** CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER herein. CONSTRUCTION MANAGER 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. CONSTRUCTION MANAGER 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. CONSTRUCTION MANAGER shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER in a format that is compatible with the information technology systems of the CITY.

31. **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 CONSTRUCTION MANAGER shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONSTRUCTION MANAGER'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

32. **Contingent Fees Prohibited.** The CONSTRUCTION MANAGER warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSTRUCTION MANAGER, 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 CONSTRUCTION MANAGER 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.

33. Acceptance of Goods or Services. The goods delivered as a result of an award from this solicitation shall remain the property of the CONSTRUCTION MANAGER, 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 will be in compliance with the terms herein, fully in accord with the specifications and of the quality required by the Contract Documents.

Any goods and/or services purchased as a result of this 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 initiate corrective action on the part of the CONSTRUCTION MANAGER, to include return of any non-compliant goods to the CONSTRUCTION MANAGER at the CONSTRUCTION MANAGER's expense, requiring the CONSTRUCTION MANAGER to either provide a direct replacement for the item, or a full credit for the returned item. The CONSTRUCTION MANAGER 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.

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.

34. 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 CONSTRUCTION MANAGER specially and uniquely for this Project (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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER.

35. Independent Contractor. The CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER. CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

36. **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.

37. **No Third-Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONSTRUCTION MANAGER and the CITY.

38. **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.

39. **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.

CONSTRUCTION MANAGER Contact Information

Name/Title: Erik L. Anderson, Project Executive
Address: 750 Monroe Road
City, State & Zip: Sanford, Florida 32771
Telephone: Mobile-(407)947-1432 / Office-(407)321-8410
Email Address: eanderson@whartonsmith.com

CITY Contact Information

Name/Title: Cliff Kelsey, Public Works Director
Address: 501 W. Meadow Street
City, State & Zip: Leesburg, Florida 34748
Telephone: (352)728-9786 x2411
Email Address: cliff.kelsey@leesburgflorida.gov

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

41. **Disclosure of Conflict.** The CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER and his duties under this Agreement.

42. **Warranty.** CONSTRUCTION MANAGER warrants the Work against defects in materials or workmanship for a period of one year following Substantial Completion. CONSTRUCTION MANAGER shall, at no cost to CITY, repair or replace any defective or non-conforming Work when notified within the one-year warranty period. The CONSTRUCTION MANAGER's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the CONSTRUCTION MANAGER, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

The CONSTRUCTION MANAGER hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONSTRUCTION MANAGER in conjunction with this Agreement shall be new and in accordance with the requirements of the Contract Documents.

43. **Risk of Loss.** The CONSTRUCTION MANAGER assumes the risk of loss of damage to the CITY's property during possession of such property by the CONSTRUCTION MANAGER, and until delivery to, and payment for that property by the CITY. The CONSTRUCTION MANAGER and the CITY shall immediately repair, replace or make good on the loss or damage without cost to the other party depending upon when the loss occurs and who bears the risk of loss, whether the loss or damage results from acts or omissions (negligent or not) of the CONSTRUCTION MANAGER, the CITY or a third party. The parties agree that the intent is for the Builder's Risk Policy to insure the improvements and the material on site during the construction phase until a Certificate of Occupancy is issued.

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

45. **Employment Eligibility.** Effective 12:01 AM EST January 1, 2021, the CONSTRUCTION MANAGER becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to

termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER may not be awarded a public contract for a period of ONE (1) year after the date of termination.

46. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

47. **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.

WHARTON-SMITH, INC.

By: _____

Printed: _____

Title: _____

CITY OF LEESBURG, FLORIDA

James A. Burry Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

APPROVED AS TO FORM:

William Watson, City Attorney

ATTACHMENT 'A'
SUPPLEMENTAL CONDITIONS – CONSTRUCTION

1. Definitions.

The following definitions shall apply. Whenever the following terms (or pronouns in place of them) are used in the Contract Documents, the intent and meaning of such terms shall be interpreted as follows:

- a. **City Project Representative:** There shall be authorized representative(s) of the CITY assigned to make all necessary inspections of the work performed by the CONSTRUCTION MANAGER and for such other purposes as outlined in the Contract Documents.
- b. **City Technical Representative:** There may be a designated Project Representative assigned by the CITY to inspect the technical aspects of the project. To insure the project is being constructed as designed.
- c. **Engineer of Record:** The Engineer of Record designated by the CITY following Contract Execution.
- d. **Engineer:** The design professional (engineer, architect, landscape architect or surveyor) designated by the CITY to serve as the design professional representing the CITY.
- e. **Notice to Proceed (NTP):** The official Notice from the CITY to the CONSTRUCTION MANAGER providing the date work may begin and the date the performance period begins. The NTP date will be mutually agreed to at or following the pre-construction meeting. CONSTRUCTION MANAGER shall sign the acknowledgement section of the NTP and return to the Purchasing Division. The NTP shall become a part of the Contract Documents.
- f. **Subcontractor:** Includes only those having a direct contract with the CONSTRUCTION MANAGER and it includes one who furnished material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.
- g. **Work:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.
- h. **Manual(s):** Equipment documentation meant for the end user/consumer of the equipment. CONSTRUCTION MANAGER shall provide all Manuals to the CITY upon substantial completion. Retainage may not be released until the CITY has received all Manuals relevant to the equipment incorporated into the project.
- i. **Surety:** The corporate body which is bound with and for the CONSTRUCTION MANAGER which is primarily liable and which guarantees the faithful performance of the bid and/or agreement.
- j. **Plans, Drawings and/or Sketches:** Graphic representations of the work to be performed or reproductions thereof.
- k. **Specifications:** Broadly defined, the specifications include all data bound together herein or referenced on the plans, including, but not limited to, General Conditions, Technical Specifications, Special Conditions, Geotechnical Investigation,

Supplemental Conditions (if any), other detailed technical specifications, exhibits and all addenda.

- l. **Defective:** An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by CITY at Substantial Completion or CITY has taken beneficial use of completed portions.
- m. **Shop Drawings:** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONSTRUCTION MANAGER to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONSTRUCTION MANAGER to illustrate material or equipment for some portion of the Work.
- n. **Substantial Completion:** The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- o. **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

2. INSPECTION OF WORK.

The Project Representative and his representatives shall, at all times, have access to the work whenever it is in preparation or progress and the CONSTRUCTION MANAGER shall provide proper facilities for such access and for inspection. The work will be conducted under the general direction of the Project Representative of the CITY and is subject to inspection by his appointed inspectors to insure compliance with the terms of the contract. No inspector is authorized to change any provisions of the specifications without written authorization of the CITY, nor shall the presence or absence of an inspector relieve the CONSTRUCTION MANAGER from any requirements of the contract.

If the specifications, the Project Representative's instructions, laws, ordinances or any public authority require any work to be specifically tested or approved, the CONSTRUCTION MANAGER shall give the CITY timely notice of its readiness for inspection, and if the inspection is by another authority than the Project Representative, of the date fixed for such inspection. Inspections by the Project Representative will be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the CITY, it

shall, if required by the Project Representative, be uncovered for examination at the CONSTRUCTION MANAGER's expense.

Re-examination of questioned work may be ordered by the Project Representative and, if so ordered, the work shall be uncovered by the CONSTRUCTION MANAGER. If such work is found in accordance with the contract documents, the CITY will pay the cost of re-examination and replacement. If such work is found not in accordance with the contract documents, the CONSTRUCTION MANAGER shall pay such cost.

3. TESTS

The Project Representative will have the right to require all materials to be submitted to test prior to incorporation in the work. In some instances, it may be expedient to make these tests at the source of supply and for this reason it is requested that the CONSTRUCTION MANAGER furnish the source

before incorporating material in the work. This does not in any way obligate the Project Representative to perform tests for acceptance of material and does not relieve the CONSTRUCTION MANAGER of his responsibility to furnish satisfactory material. The CONSTRUCTION MANAGER shall furnish two copies of manufacturer's certificate of compliance with these specifications covering manufactured items incorporated in the work.

All field tests for compaction of earthwork and of material incorporated in the sub grade and base will be performed by technicians of a materials testing laboratory approved by the CITY. All tests performed by the laboratory to ascertain that the material, as placed, meets the required specification will be at the expense of the CONSTRUCTION MANAGER and should be included in the bid items as such.

4. TOOLS, PLANT AND EQUIPMENT

If any time before the commencement or during the progress of the work, tools, plant or equipment appears to the Project Representative to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the Project Representative will notify the CITY of such conditions. The Engineer will provide written notification to the CONSTRUCTION MANAGER of CITY's quality and/or schedule concerns. The CONSTRUCTION MANAGER will respond in writing within 5 business days of receiving the CITY's notice and will propose remedial actions to address the quality and/or schedule concerns.

5. COLLECTION AND DISPOSAL OF WASTE

The CONSTRUCTION MANAGER shall collect waste from construction areas and elsewhere; handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly; dispose of material in a lawful manner. The CONSTRUCTION MANAGER shall be responsible for the transportation and disposal costs of all waste construction materials.

6. BURNING OF DEBRIS

For any areas where the burning of debris is permitted, the CONSTRUCTION MANAGER will be required to request a permit therefore, from the fire authority having jurisdiction in the area in due advance time, and if such permission is granted he shall rigidly abide by all provisions and requirements of such permit. In no case will burning be permitted until the fire authorities have adequately checked the size of the pile to be burned, the weather conditions and any other factors which might affect the proper control of the burning operation.

7. MAINTENANCE OF TRAFFIC

Where construction is located in public right of ways, traveled streets and roads, the CONSTRUCTION MANAGER shall exercise extreme care in seeing that sufficient area is provided and kept open for police, fire, ambulance, mail and private vehicular traffic.

The CONSTRUCTION MANAGER shall ensure that each person supervising the selection, placement and maintenance of Traffic Control Devices in the FDOT Work Zone shall be certified by attending an FDOT approved MOT training course. A copy of these certifications shall be submitted to the CITY of Leesburg upon request.

8. PROTECTION AGAINST POLLUTION

The CONSTRUCTION MANAGER shall comply with all legal regulations pertaining to pollution as are applicable to the site and he shall take all measures necessary to assure that no pollution, temporary or permanent, occurs to any lakes or other water areas as a result of runoff from the areas within which he is working.

This shall include the installation of temporary construction turbidity screens or hay bales along the edge of existing wetlands prior to the start of construction. These areas shall be as shown on the plans.

CONSTRUCTION MANAGER shall maintain the fuel storage area in accordance with local, state and federal regulations. Refueling vehicles and refueling techniques shall also comply with all applicable regulations. Clean-up of the fuel storage area shall be as required by the regulations and in accordance with these regulations.

9. TEMPORARY FENCING AND BARRICADES

The CONSTRUCTION MANAGER shall at his cost erect barricades sufficient to prevent injury to persons or damage to property, including the CONSTRUCTION MANAGER's personal property and materials. The CITY shall not be held responsible for the loss, theft, or vandalism of the CONSTRUCTION MANAGER's equipment or other personal property, including construction materials and supplies. Fences shall be constructed to prevent entry of unauthorized persons; cover trenches and holes when not in use; erect barriers at sharp changes in plane more than four (4) feet high. Should construction operations temporarily obstruct road passage, the CONSTRUCTION MANAGER shall at his cost provide suitable flagmen to control vehicular

traffic on the road. Permits to use construction equipment on Florida Department of Transportation Right-of-Way shall be secured by the CONSTRUCTION MANAGER prior to actual beginning of work. The CONSTRUCTION MANAGER shall, at his cost, remove all temporary protection from the work site upon completion of the work.

10. WORKMANSHIP, MATERIALS, APPLIANCES, AND EMPLOYEES

All work will be done in a competent and workmanlike manner. All materials, equipment and supplies furnished by the CONSTRUCTION MANAGER for permanent incorporation in the work shall be new and of quality standards specified. Workmanship shall be first class and the finished product equal to the best-accepted standards of the trade for the category of work performed. It is the CITY's intent to obtain a high-quality job that will operate and function with least maintenance costs. The CONSTRUCTION MANAGER shall, if requested by CITY, furnish satisfactory evidence as to the kind and quality of materials.

Unless otherwise stipulated, the CONSTRUCTION MANAGER shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.

The CONSTRUCTION MANAGER shall, at all times, enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

Neither party shall employ or hire any employees of the other party without his consent.

11. GENERAL QUALITY AND STANDARDS

To facilitate rapid examination, detailed specifications concerning basic requirements for labor, materials, equipment and/or incidentals to be used on the project are included under the various divisions in as brief a form as is consistent with clarity. The primary concern of the detailed specifications is for standards of performance expected for the finished work.

When in the detailed specifications reference is made to a particular code or specification, the latest edition of said code or specification shall apply.

The interests of the CITY, the CONSTRUCTION MANAGER and others concerned with the work require the inclusion of certain general governing requirements and standards, as a precaution against contingency and to provide for the conditions under which the construction and the administration of the work will be carried out.

General requirements for the quality of the work, when not otherwise covered in more specific detail in the specifications, will be governed by acceptable standards of the trade.

These specifications consider the project as a whole and assume its completion under a general contract. Further, the scope of subcontracts and the quantities of materials and labor supplied to the CONSTRUCTION MANAGER by others are assumed to be matters governed by agreement

between the CONSTRUCTION MANAGER and his Subcontractors and suppliers and not by agreement between the CITY and any Subcontractor or suppliers.

Various sections of the construction specifications are intended to govern only the quality of work and/or materials incidental to the particular branch of work mentioned in the section title. Sections are not intended as itemizations of the work materials to be furnished or to limit or define the scope of any subcontract or agreement to furnish material and labor.

The furnishing of all items of material, labor, equipment and/or incidentals necessary to the completion of the work as a whole will be expected when such items are called for on the drawings by diagram, note or schedule, are listed in the specifications, or are reasonably inferred by either or a combination of both.

During the construction operations under this contract, the CITY may elect to contract other work for the project. The CONSTRUCTION MANAGER shall coordinate his operations with those of any other such CONSTRUCTION MANAGERS as well as any work of constructing or adjusting utilities by any other authorities, to the end that the least practical handicap to the work of all such CONSTRUCTION MANAGERS or authorities will result.

12. PROJECT COORDINATION

The CONSTRUCTION MANAGER shall coordinate construction operations that are dependent upon each other for proper installation, connection and operation. The CONSTRUCTION MANAGER shall make adequate provisions to accommodate items scheduled for later installation.

The CONSTRUCTION MANAGER shall inspect both the substrate and conditions under which the work is to be performed. The CONSTRUCTION MANAGER shall not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

The CONSTRUCTION MANAGER shall inspect materials or equipment immediately upon delivery and again prior to installation. The CONSTRUCTION MANAGER shall reject damaged and defective items.

The CONSTRUCTION MANAGER shall supervise construction activities to ensure that no part of the construction is subject to deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following: Unprotected storage, Improper shipping and handling, Theft, Vandalism.

13. COORDINATION WITH UTILITY COMPANIES

CONSTRUCTION MANAGER shall coordinate with all utility installations. CONSTRUCTION MANAGER shall notify the appropriate utility companies, in writing, adequately in advance of the time frame set aside for such utility installation. The utility companies referred to herein shall include, but not be limited to, Power, Gas, Telephone, and Cable Television. CONSTRUCTION

MANAGER shall coordinate the installation of “sleeves” for the utility companies as may be required.

CONSTRUCTION MANAGER shall supply the CITY with copies of all correspondence notifying the utility companies of his intended schedule of construction and the expected date for their respective utility installations. Written notices shall be sent to the utility companies at sixty (60) days, thirty (30) days and two (2) weeks prior to the time at which the utility installation should begin.

14. SUPERVISION

CONSTRUCTION MANAGER shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONSTRUCTION MANAGER shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONSTRUCTION MANAGER shall be responsible to see that the finished Work complies accurately with the Contract Documents.

If the CONSTRUCTION MANAGER, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in the drawing or in layout as given by points and instructions, it shall be his duty to immediately inform the Project Representative, in writing, and the Project Representative will promptly verify the same. Any work done after such discovery, until authorized, will be done at the CONSTRUCTION MANAGERS’ risk.

15. CONSTRUCTION SUPERINTENDENT

CONSTRUCTION MANAGER shall employ a Construction Superintendent who shall be present on-site or available throughout the duration of the project and shall remain associated with the project until completion unless otherwise requested to be replaced by the CITY. The superintendent shall be experienced in the work required and perform all coordination activities generally conducted by project superintendents including, but not limited to, subcontractor coordination, utility installations, inspections, testing, material deliveries, etc. The superintendent shall be present at the pre-construction meeting and shall remain on the project until completion. The owner reserves the right to request a resume of experience for the superintendent including, but not limited to, requesting references from recent projects. Substitution of superintendents after the start of the work shall be approved by the owner in advance. All communications given to the superintendent shall be as binding as if given to CONSTRUCTION MANAGER.

16. WAGE RATES/EQUAL EMPLOYMENT OPPORTUNITY

Wage rates for laborers, mechanics and apprentices shall not be less than those established by the Florida Department of Labor and Employment Security and/or the United States Department of Labor for this work, as may be attached hereto. The CONSTRUCTION MANAGER must insure

Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the CONSTRUCTION MANAGER.

17. SUBCONTRACTS

The CONSTRUCTION MANAGER shall, as soon as practicable after signing the contract, notify the Project Representative in writing of any changes in the names of subcontractors proposed for the work as listed on the bid form. The CONSTRUCTION MANAGER shall not employ subcontractors, unless they are approved by the Project Representative.

The CONSTRUCTION MANAGER agrees that he is as fully responsible to the CITY for the acts and omissions of his subcontractors and of persons, either directly or indirectly, employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any subcontractors and the CITY.

18. PRE-CONSTRUCTION MEETING

The CITY shall schedule a meeting after the Notice of Award. The Project Representative, Engineer, and CONSTRUCTION MANAGER shall attend this mandatory meeting. The following items shall be completed:

- a. Submission of list of Subcontractors, Schedule of Values and Progress Schedule.
- b. Designation of Personnel representing the parties in Contract, and the Engineer.
- c. Use of premises by CITY and the CONSTRUCTION MANAGER.
- d. Survey layout and scheduling.
- e. Security and housekeeping procedures.
- f. Requirements for start-up of equipment.
- g. Inspection and acceptance of equipment put into service during construction period.

At least ten (10) days before submission of the first Application for Payment a conference attended by CONSTRUCTION MANAGER, Engineer and others as appropriate will be held to finalize the schedules submitted by CONSTRUCTION MANAGER. The finalized progress schedule will be acceptable to Engineer as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on Engineer responsibility for the progress or scheduling of the Work nor relieve CONSTRUCTION MANAGER from full responsibility thereto. The finalized schedule of Shop Drawing submissions will be acceptable to Engineer as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to Engineer as to form and substance.

19. ORDER OF COMPLETION

The CONSTRUCTION MANAGER shall submit at such times as may be requested by the Project Representative, schedules which shall show the order in which the CONSTRUCTION MANAGER proposes to carry on the work with dates on which the CONSTRUCTION MANAGER will start the several parts of the work and estimated dates of completion of the several

parts. The CITY retains the right to dictate to the CONSTRUCTION MANAGER the order of completion of the work.

20. MATERIALS AND EQUIPMENT SCHEDULES

As soon as practicable and after the date of award of contract and before any material or equipment is purchased, the CONSTRUCTION MANAGER will submit to the CITY for approval a complete list, in triplicate, of materials to be incorporated in the work and samples of each listed material. The list shall include catalog numbers, cuts, diagrams; drawings and such other descriptive data as may be required. No consideration will be given to partial lists submitted from time to time. Approval of materials will be based on manufacturers' published ratings. Any materials listed that are not in accordance with the specification requirements may be rejected.

When one or more manufacturer's items are specified, it shall be understood that the item(s) so specified are hereby approved as to suitability and no substitutions will be permitted unless followed by such qualifying phrases as equal "approval equal" or "as approved" in which case the approval of the CITY for items not specified shall be obtained before they may be used.

21. CONSTRUCTION MANAGER'S REQUESTS FOR INTERPRETATION (RFIs)

Should CONSTRUCTION MANAGER be unable to determine from the Contract Documents the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of Work is described differently at more than one place in the Contract Documents; the CONSTRUCTION MANAGER shall request that the Architect/Engineer (AE), or CITY Representative, make an interpretation of the requirements of the Contract Documents to resolve such matters. CONSTRUCTION MANAGER shall comply with procedures specified herein to make Requests for Interpretation (RFIs).

- a. Submission of RFIs: RFIs shall be prepared and submitted on a form provided by the CITY.
 - i. Forms shall be completely filled in, and if prepared by hand, shall be fully legible after copying by xerographic process.
 - ii. Each RFI shall be given a discrete, consecutive number.
 - iii. Each page of the RFI and each attachments to the RFI shall bear the CITY's project name, project number, date, RFI number and a descriptive title.
 - iv. CONSTRUCTION MANAGER shall sign all RFIs attesting to good faith effort to determine from the Contract Documents the information requested for interpretation. Frivolous RFIs shall be subject to reimbursement from CONSTRUCTION MANAGER to CITY for fees charged by A/E, A/E consultants and other design professionals engaged by the CITY.
- b. Subcontractor-Initiated and Supplier-Initiated RFIs: RFIs from subcontractors and material suppliers shall be submitted through, be reviewed by and be attached to an RFI prepared, signed and submitted by CONSTRUCTION MANAGER. RFIs submitted directly by subcontractors or material suppliers will be returned unanswered to the CONSTRUCTION MANAGER.

- i. CONSTRUCTION MANAGER shall review all subcontractor- and supplier-initiated RFIs and take actions to resolve issues of coordination, sequencing and layout of the Work.
- c. RFIs submitted to request clarification of issues related to means, methods, techniques and sequences of construction or for establishing trade jurisdictions and scopes of subcontracts will be returned without interpretation. Such issues are solely the CONSTRUCTION MANAGER'S responsibility.
- d. CONSTRUCTION MANAGER shall be responsible for delays resulting from the necessity to resubmit an RFI due to insufficient or incorrect information presented in the RFI.
- e. Requested Information: CONSTRUCTION MANAGER shall carefully study the Contract Documents to ensure that information sufficient for interpretation of requirements of the Contract Documents is not included. RFIs that request interpretation of requirements clearly indicated in the Contract Documents will be returned without interpretation.
 - i. In all cases in which RFIs are issued to request clarification of issues related to means, methods, techniques and sequences of construction, for example, pipe and duct routing, clearances, specific locations of Work shown diagrammatically, apparent interferences and similar items, the CONSTRUCTION MANAGER shall furnish all information required for the A/E or CITY's Representative to analyze and/or understand the circumstances causing the RFI and prepare a clarification or direction as to how the CONSTRUCTION MANAGER shall proceed.
 - ii. If information included with this type RFI by the CONSTRUCTION MANAGER is insufficient, the RFI will be returned unanswered.
- b. Unacceptable Uses for RFIs: RFIs shall not be used to request the following:
 - i. Approval of submittals
 - ii. Approval of substitutions
 - iii. Changes that entail change in Contract Time and Contract Sum
 - iv. Different methods of performing Work than those indicated in the Contract Drawings and Specifications
- c. Disputed Requirements: In the event the CONSTRUCTION MANAGER believes that a clarification by the CITY's A/E, or Representative, results in additional cost or time, CONSTRUCTION MANAGER shall comply with the method for requesting a Change Order.
- d. RFI Log: CONSTRUCTION MANAGER shall prepare and maintain a log of RFIs, and at any time requested by the CITY's Representative, the CONSTRUCTION MANAGER shall furnish copies of the log showing all outstanding RFIs.
- e. Review Time: Architect/Engineer or CITY Representative (CITY) shall return RFIs to CONSTRUCTION MANAGER and within five (5) calendar days of receipt. RFIs received after 12:00 noon shall be considered received on the next regular working day for the purpose of establishing the start of the five-calendar day response period.

22. SUBMITTAL REQUIREMENTS OF CONSTRUCTION MANAGER

After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONSTRUCTION MANAGER shall submit to Engineer for review in accordance with the accepted schedule of Shop Drawing submissions, or for other appropriate action if so indicated in the Special Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONSTRUCTION MANAGER has satisfied CONSTRUCTION MANAGER'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as Engineer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable Engineer to review the information as required.

CONSTRUCTION MANAGER shall also submit to Engineer for review with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONSTRUCTION MANAGER has satisfied CONSTRUCTION MANAGER'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

Before submission of each Shop Drawing or sample CONSTRUCTION MANAGER shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

At the time of each submission, CONSTRUCTION MANAGER shall give Engineer specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and in addition, shall cause a specific notation to be made on each Shop Drawing submitted to Engineer for review of each such variation.

Engineer will review with reasonable promptness Shop Drawings and samples, but Engineer's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. CONSTRUCTION MANAGER shall make corrections required by Engineer, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. CONSTRUCTION MANAGER shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

Engineer's review of Shop Drawings or samples shall not relieve CONSTRUCTION MANAGER from responsibility for any variation from the requirements of the Contract Documents unless

CONSTRUCTION MANAGER has in writing called Engineer's attention to each such variation at the time of submission as required by this Article and Engineer has given written review each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample review; nor will any review by Engineer relieve CONSTRUCTION MANAGER from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions herein.

Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to Engineer's review of the pertinent submission will be the sole expense and responsibility of CONSTRUCTION MANAGER.

23. CHANGES IN THE WORK

Any Change in the Work will be documented in writing and approved by the CITY in writing. Changes that increase the cost of the work may need to be approved by CITY Commission depending on the dollar value of the increase change order. No work may be performed prior to the change being approved by CITY.

The Contract Price constitutes the total compensation payable to the CONSTRUCTION MANAGER for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the CONSTRUCTION MANAGER shall be at his expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price, shall be delivered in writing to the CITY and the Engineer within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless the Engineer allows an additional period of time to ascertain accurate cost data. All claims for adjustments in the Contract Price shall be determined by the Engineer if the CITY and CONSTRUCTION MANAGER cannot otherwise agree on the amount involved. The Engineer(s) decision shall be final and binding. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- a. where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved, or
- ii. by mutual acceptance of a lump sum, or
- b. on the basis of the cost of the work plus a CONSTRUCTION MANAGER's fee for overhead and profit.

24. DETAIL DRAWINGS AND INSTRUCTIONS

The CITY will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions

will be consistent with the contract documents, true developments thereof and reasonably inferable therefrom.

25. OWNERSHIP OF DRAWINGS

All drawings, specifications and copies thereof furnished by the CITY are the property of the CITY. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to the CITY, at the request of the CITY upon the completion of the work.

26. SURVEYS, PERMITS AND REGULATIONS

The CITY will furnish horizontal and vertical control necessary to layout the work in an orderly and workmanlike manner.

Horizontal Control furnished by the CITY shall consist of adequately marked property corners or offset corners, with dimensions as shown on the drawings. Vertical Control will consist of benchmarks established within the immediate area of the work.

It shall be the responsibility of the CONSTRUCTION MANAGER to furnish all construction layout of the work, including, but not limited to, layout and elevations for the construction and final grade of the site.

The CONSTRUCTION MANAGER shall maintain and preserve all stakes and marks established by the CITY and should such stakes or marks be carelessly or willfully destroyed or damaged by the CONSTRUCTION MANAGER, said stakes or marks shall be replaced by the CITY at the expense of the CONSTRUCTION MANAGER.

The CONSTRUCTION MANAGER will set the horizontal and vertical control only at the beginning of the job as specified above. Interim staking during the job and all staking and layout work not furnished by the CITY as specified above shall be the responsibility of the CONSTRUCTION MANAGER.

The CITY will furnish all personnel and equipment and materials to make such surveys as are necessary to determine the quantities of work performed.

The CITY will furnish environmental permits unless otherwise specified. The CONSTRUCTION MANAGER shall obtain any and all required permits from all appropriate government agencies.

Work permits and licenses necessary for the prosecution of the work shall be secured and paid for by the CONSTRUCTION MANAGER. Easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the CITY unless otherwise specified. The CONSTRUCTION MANAGER shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the CONSTRUCTION MANAGER observes that the drawings and specifications are at variance therewith, he shall promptly notify the CITY in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the CONSTRUCTION

MANAGER performs work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the CITY, he shall bear all cost arising there from.

27. ROYALTIES AND PATENTS

There may be a design, device, material or process included in these plans and specifications which may be covered by letters, patent or copyright. Prior to use of any design, device, material or process, or its incorporation into the construction, the CONSTRUCTION MANAGER shall secure indemnity from his subcontractors or material suppliers that will protect and save harmless the CITY from all loss on account thereof.

The CONSTRUCTION MANAGER shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the CITY harmless from loss on account thereof, except that the CITY shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the CONSTRUCTION MANAGER has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the CITY.

28. PROTECTION OF WORK AND PROPERTY

The CONSTRUCTION MANAGER shall continuously maintain adequate protection of all his work from damage and shall protect the CITY's property from injury or loss arising in connection with this contract. The CONSTRUCTION MANAGER shall at all times protect all public and privately-owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the CONSTRUCTION MANAGER. Damage or interruption to service resulting from failure to do so shall be repaired or restored by or at the expense of the CONSTRUCTION MANAGER except such as may be directly due to errors in the contract documents or caused by the agents or employees of the CITY.

29. DEDUCTIONS FOR UNCORRECTED WORK

If the Project Representative deems it inexpedient to correct work injured or done, not in accordance with the contract, an equitable deduction from the contract price will be made therefore.

30. DELAYS AND EXTENSION OF TIME

If the CONSTRUCTION MANAGER be delayed at any time, in the progress of the work by an act of neglect of the CITY or of his employees, or by any other CONSTRUCTION MANAGER employed by the CITY or by Changes ordered in the work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the CONSTRUCTION MANAGER's control, or by delay authorized by the Project Representative, or by any cause which the Project Representative may decide to justify the delay, then the time of completion will be extended for any such reasonable time as the Project Representative may decide.

No such extension will be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of a continuing cause or delay, only one claim is necessary.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay will be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claims be reasonable.

31. CORRECTION OF WORK BEFORE FINAL PAYMENTS

The CONSTRUCTION MANAGER shall promptly remove from the premises all materials condemned by the Project Representative as failing to conform to the contract, whether incorporated in the work or not, and the CONSTRUCTION MANAGER shall promptly replace and re-execute his own work in accordance with the contract and without expense to the CITY and shall bear the expense of making good all work of other CONSTRUCTION MANAGERS destroyed or damaged by such removal or replacement.

If the CONSTRUCTION MANAGER does not correct such condemned work and material within a reasonable time fixed by written notice, the CITY may correct it at the expense of the CONSTRUCTION MANAGER. If the CONSTRUCTION MANAGER does not pay the expense of such correction within three (3) days thereafter, the CITY may, upon three (3) days written notice, deduct all the cost and expenses that should have been borne by the CONSTRUCTION MANAGER.

32. THE CITY'S RIGHT TO DO WORK

If the CONSTRUCTION MANAGER should neglect to prosecute the work properly or fail to perform any provision of this contract, the CITY after three (3) days written notice to the CONSTRUCTION MANAGER, may, without prejudice to any other remedy he may have, make good such deficiencies at the CONSTRUCTION MANAGER's expense.

33. SUSPENSION OF WORK

The CITY may at any time suspend the work or any part thereof by giving five (5) days notice to the CONSTRUCTION MANAGER in writing. The work shall be resumed by the CONSTRUCTION MANAGER within ten (10) days after the date fixed in a written notice to resume work from the

CITY to the CONSTRUCTION MANAGER. The CITY will reimburse the CONSTRUCTION MANAGER for expense incurred by the CONSTRUCTION MANAGER in connection with the work under this contract as a result of such suspension unless the suspension was recommended to the CITY by the Project Representative to enforce the contract or for any violation of the contract.

34. REMOVAL OF EQUIPMENT

In the case of annulment of this contract before completion, from any cause whatever, the CONSTRUCTION MANAGER, if notified to do so by the CITY, shall promptly remove any part or all of his equipment and supplies from the property of the CITY, failing which, the CITY will have the right to remove such equipment and supplies at the expense of the CONSTRUCTION MANAGER.

35. USE OF COMPLETED PORTIONS

Use by CITY of any finished part of the Work, which has specifically been identified in the Contract Documents, or which CITY, Engineer and CONSTRUCTION MANAGER agree constitutes a separately functioning and useable part of the Work that can be used by CITY without significant interference with CONSTRUCTION MANAGER's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

- a. CITY at any time may request CONSTRUCTION MANAGER in writing to permit CITY to use any such part of the Work which CITY believes to be ready for its intended use and substantially complete. If CONSTRUCTION MANAGER agrees, CONSTRUCTION MANAGER will certify to CITY and Engineer that said part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. CONSTRUCTION MANAGER at any time may notify CITY and Engineer in writing that CONSTRUCTION MANAGER considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, CITY, CONSTRUCTION MANAGER and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify CITY and CONSTRUCTION MANAGER in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Substantial Completion will apply with respect to certification of that part of the Work and the division of responsibility in respect thereof and access thereto.
- b. CITY may at any time request CONSTRUCTION MANAGER in writing to permit CITY to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer and within a reasonable time thereafter CITY, CONSTRUCTION MANAGER and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONSTRUCTION MANAGER does not object in writing to CITY and Engineer that such part of the Work is not ready for separate operation by CITY, Engineer will finalize the list of items to be completed or corrected and will deliver such list to CITY and CONSTRUCTION MANAGER together, with a written recommendation as to the division of responsibilities pending final payment between CITY and CONSTRUCTION

MANAGER with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work, which will become binding upon CITY and CONSTRUCTION MANAGER at the time when CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, CITY shall allow CONSTRUCTION MANAGER reasonable access to complete or correct items on said list and to complete other related Work.

- c. If CITY finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with this Article; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

36. PROMPT PAYMENT

It is the policy of the CITY that payment for all purchases by the CITY shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act.

37. APPLICATION FOR PAYMENT

The CONSTRUCTION MANAGER shall submit to the CITY, at least 20 days before the date established for each progress payment (but not more often than once a month), an Application for Payment filled out and signed by CONSTRUCTION MANAGER covering the work completed as of the date of the Application. Upon review and approval by the CITY and Engineer (if applicable).

The retained percentage (retainage) amount with respect to the progress payments shall initially be 10% unless stated otherwise in the Construction Services Agreement. Retainage amounts and retainage process shall be governed by Florida Statute 255.078 – Public Construction Retainage.

CONSTRUCTION MANAGER shall, before any draw is issued, provide a sworn statement to CITY attesting that all services, materials and labor, furnished to the project to the date of the draw request have been paid for in full, or listing the amounts due for such services, materials and labor, and if any amounts are listed as being due, the CITY shall have the right to pay those amounts directly to the persons to whom they are due, with the balance of the draw amount to be paid to CONSTRUCTION MANAGER, and if the draw is insufficient to pay the amounts then due for services, materials and labor, the CITY shall pay those to whom such amounts are due on a pro rata basis until the draw is exhausted, and any remaining amounts due others shall be paid first out the next draw due.

The CITY shall not be required to issue progress payments pursuant to the draw schedule until the CITY has verified, by on-site inspection, that construction has in fact progressed to the stage at which a draw is required and that the work done and materials furnished are in compliance with the Contract Documents, and all applicable technical codes. The final draw due upon “completion” shall not be payable until the CITY, its Project Representative or Engineer of Record has determined the work has been completed in accordance with the Contract Documents and a Certificate of Completion has been issued by the CITY.

38. PAYMENTS WITHHELD

The CITY may withhold or, on account of subsequently discovered evidence, recover the whole or part of any payment to such an extent as may be necessary to protect the CITY from loss on account of—

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the CONSTRUCTION MANAGER to make payments properly to subcontractors or for materials or labor.
- d. The Project Representative's opinion that the contract cannot be completed for the balance then unpaid.
- e. Damage to another CONSTRUCTION MANAGER.
- f. Failure to maintain adequate progress. vii. Damage to the building resulting from the negligence of the CONSTRUCTION MANAGER.

When the above grounds are removed, payment will be made for amounts withheld because of them.

39. FINAL PAYMENT APPLICATION

Administrative actions and submittals that must precede or coincide with submittal of the final payment Application for Payment include the following:

- a. Completion of Project closeout requirements.
- b. Completion of items specified for completion after Substantial Completion.
- c. Assurance that unsettled claims will be settled.
- d. Transmittal of required project construction records to CITY.
- e. Final Clean Up as outlined in these General Conditions

Upon written notice from CONSTRUCTION MANAGER that the entire Work or an agreed portion thereof is complete, Engineer will make a final inspection with CITY and CONSTRUCTION MANAGER and will notify CONSTRUCTION MANAGER in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONSTRUCTION MANAGER shall immediately take such measures as are necessary to remedy such deficiencies.

After CONSTRUCTION MANAGER has completed all such corrections to the satisfaction of Engineer and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents--all as required by the Contract Documents, and after Engineer has indicated that the Work is acceptable (subject to

the provisions under Waiver of Claims), CONSTRUCTION MANAGER may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to CITY) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by CITY, CONSTRUCTION MANAGER may furnish receipts or releases in full; an affidavit of CONSTRUCTION MANAGER that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which CITY or CITY's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor Supplier fails to furnish a release or receipt in full, CONSTRUCTION MANAGER may furnish a Bond or other collateral satisfactory to CITY to indemnify CITY against any Lien.

If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation-all as required by the Contract Documents, Engineer is satisfied that the Work has been completed and CONSTRUCTION MANAGER's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application to CITY for payment. Thereupon Engineer will give written notice to CITY and CONSTRUCTION MANAGER that the Work is acceptable subject to the provisions found under "Waiver of Claims". Otherwise, Engineer will return the Application to CONSTRUCTION MANAGER, indicating in writing the reasons for refusing to recommend final payment, in which case CONSTRUCTION MANAGER shall make the necessary corrections and resubmit the Application. Thirty days after presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, and with Engineer's recommendation and notice of acceptability, the amount recommended by Engineer will become due and will be paid by CITY to CONSTRUCTION MANAGER.

If, through no fault of CONSTRUCTION MANAGER, final completion of the Work is significantly delayed and if Engineer so confirms, CITY shall, upon receipt of CONSTRUCTION MANAGER's final Application for Payment and recommendation of Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by CITY for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONSTRUCTION MANAGER to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

40. CONSTRUCTION MANAGER'S CONTINUING OBLIGATION

CONSTRUCTION MANAGER's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final

payment by Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by CITY to CONSTRUCTION MANAGER under the Contract Documents, nor any use or occupancy of the Work or any part thereof by CITY, nor any act of acceptance by CITY nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by Engineer, nor any correction of defective Work by CITY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONSTRUCTION MANAGER's obligation to perform the Work in accordance with the Contract Documents (except as provided under Waiver of Claims)

41. DAMAGES

Any claim for damage arising under a resulting Agreement shall be made in writing to the party liable within ten (10) days after the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials.

42. EQUIPMENT STARTUP

Equipment startup shall be in accordance of the manufacturer's recommendations, and as required to demonstrate performance to the Engineer and CITY in accordance with the specifications. The CONSTRUCTION MANAGER shall provide 30-days notice to the Engineer and CITY of the date on which all equipment and systems will be ready for startup. The startup date shall be arranged as required by the CITY's operational schedule with consideration of the schedule needs of the Engineer and CONSTRUCTION MANAGER.

43. COMPLETION OF WORK

The CONSTRUCTION MANAGER shall be considered "substantially complete" when the equipment and systems have been used without failure for seven (7) continuous days, and in the opinion of the CITY, its Project Representative or Engineer of Record, all work has been completed in general accordance with the plans and specifications and all test reports, inspections, etc. have been completed and delivered to the Engineer. Substantial completion shall also mean that degree of completion which allows the CITY to occupy and use the facilities. When the Engineer deems the work to be "substantially complete" he shall indicate this to the CITY in writing with copies to the CONSTRUCTION MANAGER. The date of contract completion shall be the same date at which the CONSTRUCTION MANAGER is considered substantially complete by the Engineer.

44. ACCEPTANCE OF FINISHED WORK

The CITY shall make final acceptance inspection of the Project covered by this Contract when the Project is completed and finished in all respects in accordance with the Contract Documents. CONSTRUCTION MANAGER shall furnish to the Engineer or CITY Representative a complete set of As-Built drawings. These drawings shall be prepared by a licensed Surveyor in the State of Florida and shall be submitted to the Engineer within five (5) days following the completion of the work.

45. FINAL CLEAN UP

The CONSTRUCTION MANAGER shall complete all cleaning operations before requesting final inspection.

The CONSTRUCTION MANAGER shall, as directed by the Project Representative, remove from the CITY's property and from all public and private property, at his own expense, all temporary structures, rubbish, and waste materials resulting from his operation.

The CONSTRUCTION MANAGER shall remove temporary protection and facilities installed for protection of the work during construction.

The CONSTRUCTION MANAGER shall comply with all regulations of authorities having jurisdiction and safety standards for cleaning. The CONSTRUCTION MANAGER shall not burn waste materials. The CONSTRUCTION MANAGER will not discharge volatile, harmful or dangerous materials into drainage systems. The CONSTRUCTION MANAGER will remove all waste materials from the site and dispose of in a lawful manner. Materials of value remaining after completion of associated work will become the owner's property. The CONSTRUCTION MANAGER will arrange for the disposition of these materials as directed by the CITY.

The CONSTRUCTION MANAGER shall rake the grounds that are neither paved nor planted to a smooth, even textured surface.

46. TREES

It shall be the responsibility of the CONSTRUCTION MANAGER to protect all trees within the limits of the work and as designated by the Project Representative.

47. GUARANTY

CONSTRUCTION MANAGER warrants and guarantees to CITY that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONSTRUCTION MANAGER. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in the paragraph in this section labeled 'Inspections, Correction, Removal Of Defective Work'.

All equipment, materials and installation and workmanship furnished by the CONSTRUCTION MANAGER under the terms of the Contract, shall be guaranteed by the CONSTRUCTION MANAGER against defective workmanship, mechanical and physical defects, leakage, breakage and other damages and failure, under normal operation for a period of ONE (1) year or as otherwise specified in the Technical Specifications and after the date of acceptance thereof by the CITY, and each item of equipment or materials and installation proving to be defective within the specified period of guaranty shall be replaced, without cost to the CITY, by the CONSTRUCTION MANAGER or by the Surety. The period of guaranty of such replacement shall be from and after the date of final acceptance of the Project by the CITY, provided however, that where any item or

equipment or material comes with a manufacturer's warranty of ONE (1) year or longer, that warranty shall take precedence over the warranty of CONSTRUCTION MANAGER hereunder.

48. INDEMNITY

The CONSTRUCTION MANAGER agrees to make payment of all proper charges for labor required in the aforementioned work and defend, indemnify, and save harmless the CITY and Engineer 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 and Engineer 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 CONSTRUCTION MANAGER's duties under the Contract, or through the negligence of the CONSTRUCTION MANAGER in the performance of its duties under this Contract, or through any act or omission on the part of the CONSTRUCTION MANAGER, his agents, employees, or servants or subcontractors.

Provided, however, if this Contract is deemed, by a court of competent jurisdiction, to be a construction contract for the purposes of Section 725.06, Florida Statutes, any obligation of the CONSTRUCTION MANAGER to defend, indemnify or hold harmless an CITY and Engineer shall be limited to an obligation to indemnify and hold harmless the CITY and Engineer, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSTRUCTION MANAGER and persons employed or utilized by the CONSTRUCTION MANAGER in the performance of this Contract.

49. ASSIGNMENT

Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the CONSTRUCTION MANAGER assign any moneys due, or to become due to him hereunder, without the previous written consent of the Project Representative.

50. RIGHTS OF VARIOUS INTERESTS

Wherever work being done by the CITY's forces, or by the other CONSTRUCTION MANAGERS, is contiguous to work covered by this contract, the respective rights of the various interests involved will be established by the Project Representative, to secure the completion of the various portions of the work in general harmony.

51. SEPARATE CONTRACTS

The CITY reserves the right to let other contracts in connection with this work. The CONSTRUCTION MANAGER shall afford other CONSTRUCTION MANAGERS reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly conduct and coordinate his work with theirs.

If any part of the CONSTRUCTION MANAGER's work depends, for proper execution or results upon the work of any other CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER shall inspect and promptly report to the Project Representative any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other CONSTRUCTION MANAGER's work as fit and proper for the reception of his work, except as to defects which may develop in the other CONSTRUCTION MANAGER's work after the execution of the work.

To insure the proper execution of his subsequent work, the CONSTRUCTION MANAGER shall measure work already in place and shall at once report to the Project Representative any discrepancy between the executed work and the drawings.

52. LANDS FOR WORK

The CITY will provide the lands upon which the work under this contract is to be done, except that the CONSTRUCTION MANAGER shall provide land required for the erection of temporary construction facilities and storage of his material, together with right of access to same.

53. ACCESS TO RECORDS

The CITY, the Florida Department of State, or any of their duly authorized representatives shall have access to any books, documents, papers or any other records prepared by the CONSTRUCTION MANAGER that are directly pertinent to the work produced under this Agreement for making audit, examination, excerpts and transcription. Such records will be maintained for five (5) years after the completion of the work and until claims or audit findings have been resolved which were initiated prior to the expiration of the five (5) year period.

54. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Agreement shall be signed in quadruplicate by the CITY and the CONSTRUCTION MANAGER. The Contract Documents comprise the entire agreement between CITY and CONSTRUCTION MANAGER concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced

standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of CITY, CONSTRUCTION MANAGER or Engineer, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of these Supplemental Conditions. Clarifications and interpretations of the Contract Documents shall be issued by Engineer.

If, during the performance of the Work, CONSTRUCTION MANAGER finds a conflict, error or discrepancy in the Contract Documents, CONSTRUCTION MANAGER shall so report to Engineer in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from Engineer; however, CONSTRUCTION MANAGER shall not be liable to CITY or Engineer for failure to report any conflict, error or discrepancy in the Contract Documents unless CONSTRUCTION MANAGER had actual knowledge thereof or should reasonably have known thereof.

55. CONSTRUCTION MANAGER'S UNDERSTANDING

CONSTRUCTION MANAGER has visited the site, has called for utility locates and has familiarized itself with the local conditions under which the work is to be performed, both underground and above ground and both on and off premises and has correlated these observations with the requirements of the proposed contract documents; all as considered necessary or pertinent to the work, and any failure to thus make all such prior investigations and studies shall in no way act as a waiver of any of the terms of the contract. No verbal agreement or conversation with any officer, agent or employee of the CITY, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained

56. FAMILIARITY WITH LAWS

The CONSTRUCTION MANAGER is required to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the CONSTRUCTION MANAGER will in no way relieve him from responsibility.

57. SALES TAX

The CONSTRUCTION MANAGER is required to pay Florida sales and use taxes on all materials purchased for this project unless otherwise specified in the document. All Florida sales and use taxes will be included in the submitted bid price(s).

58. CLARIFICATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS

It is the duty of the CONSTRUCTION MANAGER to notify the Engineer, in writing, in the event of any doubt or question as to the true meaning of any provision in the Contract Documents. The Engineer's decision thereon shall be final. Annotated dimensions on drawings shall govern and work not dimensioned shall be as clarified by the Engineer. Work not particularly shown or

specified shall be the same as similar parts that are shown or specified. Materials or work described in words which have a well-known technical or trade meaning shall be deemed to refer to such recognized standard.

Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONSTRUCTION MANAGER believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time then CONSTRUCTION MANAGER shall notify CITY in accordance with the Agreement.

Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims in respect of changes in the Contract Price or Contract Time will be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph, which Engineer will render writing within a reasonable time. Written notice of each such claim, dispute and other matters will be delivered by the claimant to Engineer and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to Engineer and the other party within sixty days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim.

When functioning as interpreter and judge under this Article, Engineer will not show partiality to CITY or CONSTRUCTION MANAGER and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant this Article with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as permitted by the Agreement.) will be a condition precedent to any exercise by CITY or CONSTRUCTION MANAGER of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

59. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

Neither Engineer's authority to act nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to CONSTRUCTION MANAGER, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating other-

wise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of this Article.

Engineer will not be responsible for CONSTRUCTION MANAGER's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and Engineer will not be responsible for CONSTRUCTION MANAGER's failure to perform or furnish the Work in accordance with the Contract Documents.

Engineer will not be responsible for the acts or omissions of CONSTRUCTION MANAGER or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

60. SAFETY AND PRECAUTION

CONSTRUCTION MANAGER shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONSTRUCTION MANAGER shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- a. all employees on the Work and other persons and organizations who may be affected thereby;
- b. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and iii. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONSTRUCTION MANAGER shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONSTRUCTION MANAGER shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph caused, directly or in this Article directly, in whole or in part, by CONSTRUCTION MANAGER, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONSTRUCTION MANAGER (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of CITY or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONSTRUCTION MANAGER). CONSTRUCTION MANAGER's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to CITY and CONSTRUCTION MANAGER that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

CONSTRUCTION MANAGER shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONSTRUCTION MANAGER's superintendent unless otherwise designated in writing by CONSTRUCTION MANAGER to CITY.

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONSTRUCTION MANAGER, without special instruction or authorization from Engineer or CITY, is obligated to act to prevent threatened damage, injury or loss. CONSTRUCTION MANAGER shall give

Engineer prompt written notice that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

61. RECORD DOCUMENTS

CONSTRUCTION MANAGER shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, reviewed Shop Drawings, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all reviewed samples and a counterpart of all reviewed Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents or as-builts, samples and Shop Drawings will be delivered to Engineer for CITY. Upon delivery of such documents to Engineer, the CONSTRUCTION MANAGER shall provide a written certification, signed and dated, that all documents accurately and completely reflect all deviations from or changes in the original Contract Documents made during construction of the project.

Record documents shall be up-to-date and available for review by the resident project representative prior to each application for progress payment. Payment will not be made for construction of items not shown on the record documents.

These requirements also supplement those of Item 66. Not less than two percent (2%) of the contract price shall be retained until correct record drawings, specifications, addenda, modifications and shop drawings are delivered to and reviewed by the Engineer.

62. PHYSICAL CONDITIONS-UNDERGROUND FACILITIES

Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site are based on information and data furnished to CITY or Engineer by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

- a. CITY and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

- b. CONSTRUCTION MANAGER shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

The word facility as used in this subsection titled "Utilities" includes any pipe conveying gases or liquids and appurtenances attached thereto; cables, conduits, wires, ducts and appurtenances; poles and appurtenances; any of which may be buried below grade or installed at or above grade level. A facility excludes irrigation pipes, service connections and traffic signal wiring. A service connection is a pipe (excluding irrigation pipes), cable, wire, duct or conduit that is intended to connect a facility with a user. The word Utility as used in this subsection titled "Utilities" refers to the entity having legal ownership of the facility, service connection, irrigation pipe, or traffic signal wiring.

The Engineer has endeavored to determine the existence of underground facilities at the site of the work from the records of the utilities with known facilities in the vicinity of the work. The position of these facilities as derived from such records is shown on the plans. Service connections, irrigation pipes, and traffic signal wiring may not be shown on the plans. The CONSTRUCTION MANAGER shall make his own investigations, including exploratory excavations and contact with Utilities, to determine the exact locations and type of existing facilities, service connections, irrigation pipes, and traffic signal wiring prior to commencing work in the area and shall be responsible for any damage thereto.

Damage, injury, or loss resulting in whole or in part from the CONSTRUCTION MANAGER's failure to locate and preserve a facility, service connection, irrigation pipe, or traffic signal wiring shall under no circumstances be deemed attributable to the fault of the Drawings or Specifications or to the acts or omissions of the CITY or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable.

With respect to underground facilities, no claim for a change in the contract price may be allowed unless the CONSTRUCTION MANAGER discovers an underground facility which is not indicated or referred to in the Contract Documents or which is in a position differing materially and significantly from that indicated or referred to in the Contract Documents. If such discovery is made, the CONSTRUCTION MANAGER shall promptly notify in writing the CITY, Engineer and the Utility. The CITY may make changes in the alignment and grade of the work.

At no additional cost to the CITY, the CONSTRUCTION MANAGER shall replace, remove, relocate, protect, or temporarily maintain a facility which is not in a position differing materially and significantly from that indicated or referred to in the Contract Documents. At no additional cost to the CITY, the CONSTRUCTION MANAGER shall adjust the top elevation of all valve boxes and manholes to match the finish grade or pavement surface and shall replace, remove, relocate, protect, or temporarily maintain all service connections, irrigation pipes, and traffic signal wiring. The work on the facility, service connection, irrigation pipe or traffic signal wiring shall be done in a manner satisfactory to the Utility, it being understood that the Utility has the option

of doing such work with his own forces, or permitting the work to be done by the CONSTRUCTION MANAGER.

63. PHYSICAL CONDITIONS

- a. Exploration and Reports: Reference is made in the Special Conditions to those reports of exploration and tests of subsurface conditions at the site that have been utilized by Engineer in preparation of the Contract Documents. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.
- b. Unforeseen Conditions: CONSTRUCTION MANAGER shall promptly notify CITY and Engineer in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. Engineer will promptly review those conditions and advise CITY in writing if further investigation or tests are necessary.

Promptly thereafter, CITY shall obtain the necessary additional investigations and tests and furnish copies to Engineer and CONSTRUCTION MANAGER. If Engineer finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONSTRUCTION MANAGER, a Change Order shall be issued incorporating the necessary revisions.

64. REVIEW OF APPLICATION FOR PROGRESS PAYMENT

Engineer will, within ten days after receipt of each Application for Payment, to either indicate in writing a recommendation of payment and present the Application to CITY, or return the Application to CONSTRUCTION MANAGER indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, CONSTRUCTION MANAGER may make the necessary corrections and resubmit the Application.

Ten (10) days after presentation of the Application for Payment with Engineer's recommendation, the amount recommended will become due and when due will be paid by CITY to CONSTRUCTION MANAGER.

Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to CITY, based on Engineer's on-site observations of the Work in progress as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of Engineer's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work, and to any other qualifications stated in the recommendation); and that CONSTRUCTION MANAGER is entitled to payment of the amount recommended. However, by recommending any such payment Engineer will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality

or the quantity of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONSTRUCTION MANAGER to be paid additionally by CITY or CITY to withhold payment to CONSTRUCTION MANAGER.

Engineer's recommendation of final payment will constitute an additional representation by Engineer to CITY that the conditions precedent to CONSTRUCTION MANAGER's being entitled to final payment have been fulfilled.

Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make such representations to CITY. Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or test, nullify any such payment previously recommended; to such extent as may be necessary in Engineer's opinion to protect CITY from loss.

CITY may refuse to make payment of the full amount recommended by Engineer because claims have been made against CITY on account of CONSTRUCTION MANAGER's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling CITY to a set-off against the amount recommended, but CITY must give CONSTRUCTION MANAGER immediate written notice (with a copy to Engineer) stating the reasons for such action.

65. SUBSTANTIAL COMPLETION

When CONSTRUCTION MANAGER considers a portion of or the entire Work ready for its intended use, CONSTRUCTION MANAGER shall notify CITY and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by CONSTRUCTION MANAGER as incomplete) and request that Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, CITY, CONSTRUCTION MANAGER and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify CONSTRUCTION MANAGER in writing giving the reasons therefore. If Engineer considers the Work substantially complete, Engineer will prepare and deliver to CITY a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. CITY shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within fourteen days after submission of the tentative certificate to CITY notify CONSTRUCTION MANAGER in writing, stating the reasons therefore. If, after consideration of CITY's objections, Engineer considers the Work substantially complete, Engineer will within said fourteen days execute and deliver to CITY and CONSTRUCTION MANAGER a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from CITY. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to CITY and CONSTRUCTION MANAGER a

written recommendation as to division of responsibilities pending final payment between CITY and CONSTRUCTION MANAGER with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless CITY and CONSTRUCTION MANAGER agree otherwise in writing and so inform Engineer prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendations will be binding on CITY and CONSTRUCTION MANAGER until final payment.

CITY shall have the right to exclude CONSTRUCTION MANAGER from the Work after the date of Substantial Completion, but CITY shall allow CONSTRUCTION MANAGER reasonable access to complete or correct items on the tentative list.

66. INSPECTIONS, CORRECTION, REMOVAL OF DEFECTIVE WORK

Engineer and Engineer's representatives, other representatives of CITY, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONSTRUCTION MANAGER shall provide proper and safe conditions for such access.

CONSTRUCTION MANAGER shall give Engineer timely notice of readiness of the Work for all required inspections or tests.

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONSTRUCTION MANAGER shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval. CONSTRUCTION MANAGER shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with CITY's or Engineer's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONSTRUCTION MANAGER's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by CITY (unless otherwise specified).

All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to CITY and CONSTRUCTION MANAGER (or by Engineer if so specified).

If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at CONSTRUCTION MANAGER's expense unless CONSTRUCTION MANAGER has given Engineer timely notice of CONSTRUCTION MANAGER's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

Neither observations by Engineer nor inspections, tests or approvals by others shall relieve CONSTRUCTION MANAGER from CONSTRUCTION MANAGER's obligations to perform the Work in accordance with the Contract Documents.

If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at CONSTRUCTION MANAGER's expense.

If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, CONSTRUCTION MANAGER, at Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONSTRUCTION MANAGER shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Special Conditions. If, however, such Work is not found to be defective, CONSTRUCTION MANAGER shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONSTRUCTION MANAGER may make a claim therefore as provided in Special Conditions.

If the Work is defective, or CONSTRUCTION MANAGER fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONSTRUCTION MANAGER to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONSTRUCTION MANAGER or any other party.

If required by Engineer, CONSTRUCTION MANAGER shall promptly either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work. CONSTRUCTION MANAGER shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

67. ACCEPTANCE OF DEFECTIVE WORK; CORRECTION OF DEFECTIVE WORK BY THE CITY

If, instead of requiring correction or removal and replacement of defective Work, CITY (and, prior to Engineer's recommendation of final payment) prefers to accept it, CITY may do so. CONSTRUCTION MANAGER shall bear all direct, indirect and consequential costs attributable to CITY's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be

entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONSTRUCTION MANAGER to CITY.

If CONSTRUCTION MANAGER fails within a reasonable time after written notice of Engineer to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by Engineer, or if CONSTRUCTION MANAGER fails to perform the Work in accordance with the Contract Documents, or if CONSTRUCTION MANAGER fails to comply with any other provision of the Contract Documents, CITY may, after seven days' written notice to CONSTRUCTION MANAGER, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, CITY may exclude CONSTRUCTION MANAGER from all or part of the site, take possession of all or part of the Work, and suspend CONSTRUCTION MANAGER's services related thereto, take possession of CONSTRUCTION MANAGER's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which CITY has paid CONSTRUCTION MANAGER but which are stored elsewhere. CONSTRUCTION MANAGER shall allow CITY, CITY's representatives, agents and employees such access to the site as may be necessary to enable CITY to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of CITY in exercising such rights and remedies will be charged against CONSTRUCTION MANAGER in an amount approved as to reasonableness by Engineer, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONSTRUCTION MANAGER's defective Work. CONSTRUCTION MANAGER shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by CITY of CITY's rights and remedies hereunder.

68. MEDIATION

As a condition precedent to any arbitration, filing of any suit, or other legal proceedings, the parties shall endeavor to resolve any claim, dispute or other matter in question by mediation. Mediation shall be initiated by either party by serving a written request for same on the other party and shall take place in Lake County, Florida for which the Project is located. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. The mediator's fee shall be paid in equal shares by each party to the mediation.

69. ARBITRATION

Before bringing any action in any court of competent jurisdiction pertaining to any claim, dispute or other matter in question arising out of or relating to the Contract Documents or the breach thereof, in an amount less than \$25,000, except for claims which have been waived by the making

and acceptance of final payment, the claimant/objector (Party A) shall first offer to arbitrate the question(s) with the other party to the contract (Party B) by notifying him in writing and setting forth in such notice the question(s) to be arbitrated.

Party B can select to arbitrate or not. If Party B agrees to arbitrate he shall so advise Party A in writing within ten days after receipt of Party A's notice. Notice by Party B that he does not wish to arbitrate or failure of Party B to notify Party A within the ten-day period will give Party A the right to institute a court action.

If Party B agrees to arbitrate, the arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association except as modified herein. In such event, the agreement to arbitrate shall be specifically enforceable under the provisions of the Florida Arbitration Code, S682, Fla. Stat., as it may be from time to time amended. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

If Party B agrees to arbitrate, then Party A shall file its notice of demand for arbitration in writing with Party B and with the American Arbitration Association, and a copy shall be filed with the Engineer. Notice of demand for arbitration shall be served on the parties referred to herein no later than thirty days from the date Party B agrees to arbitrate the issues in question.

Failure to serve the notice of demand for arbitration shall constitute a waiver and abandonment of the claims for which arbitration is sought. Notice of demand for arbitration shall in no event be made on any claim, dispute or other matter in questions which would be barred by the applicable statute of limitations.

If the dollar amount of the claim exceeds \$25,000, arbitration may only be utilized if both Party A and party B agree to arbitrate.

The CONSTRUCTION MANAGER shall carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

The Florida Rules of Civil Procedure pertaining to discovery shall apply to both parties during arbitration, and, at the CITY's sole option, any and all arbitration arising out of or relating to any of the Contract Documents or any breach thereof shall include by consolidation, joinder, or joint filing any additional person or entity not a party to this Agreement to the extent necessary for the final resolution of the matter in controversy.

At least one of the members of the arbitration panel must be an attorney licensed to practice law in the State of Florida.

The surety shall be bound by the arbitration award to the same extent as the CONSTRUCTION MANAGER is bound.

The arbitration panel shall submit a written opinion with findings of fact and conclusions of law stating the basis for the decision made, and including an award of arbitration that may be confirmed by a court of competent jurisdiction.

Unless CITY agrees to the contrary, the location of any and all arbitration proceedings shall be in Lake County, Florida.

Pine Street & CDC Parking Lot

City of Leesburg Public Works



Guaranteed Maximum Price (GMP) Proposal

Prepared by Wharton-Smith (CMAR)



Wharton-Smith Contact:
Erik L. Anderson, P.E. – Project Executive
eanderson@whartonsmith.com

Engineer: CPH

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EXECUTIVE SUMMARY

Presented herein is the Guaranteed Maximum Price (GMP) Proposal prepared by Wharton-Smith, the Construction Manager at Risk (CMAR) for the City of Leesburg Pine Street and CDC Parking Lot. This GMP was developed in accordance with a modified version of the *100% Design Drawings and Specifications* prepared by CPH. In consideration of maximizing the outside funding sources and available city budgeted funds Wharton-Smith worked with CPH and the City to develop a modified version of the project that will allow the most critical portion of the project to proceed now and set the remainder of the work up to be incorporated into future phases of the work (not included in this GMP).

EXHIBIT 1 – CONTRACT DRAWINGS & SPECIFICATIONS

EXHIBIT 2 – GMP BID BREAKDOWN

PLEASE REFERENCE THE ATTACHED DOCUMENTS

- 1) Cost summary
- 2) Cost Breakdown
- 3) Project General Conditions



CITY OF LEESBURG - PINE STREET AND CDC PARKING LOT
Modified design GMP
2/20/2023

COST SUMMARY

	LABOR	EQUIPMENT	MATERIALS	SUBS	TOTALS
Total Direct Costs	\$ -	\$ -	\$ -	\$ 2,145,562	\$ 2,145,562
Sales Tax on Purchase Orders				\$ -	\$ -
Total GC's	\$ 291,278	\$ 9,120	\$ 52,933	\$ 37,250	\$ 390,582
Owner's Allowance				\$ -	\$ -
Contingency (5%)				\$ 129,220	\$ 129,220
Escalation Contingency				\$ -	\$ -
Bond (actual costs)				\$ 22,376	\$ 22,376
Insurance (0.51%)				\$ 15,032	\$ 15,032
Fee				\$ 245,499	\$ 245,499
TOTAL	\$291,278	\$9,120	\$52,933	\$2,594,939	\$2,948,271



			COST OF WORK					
DESCRIPTION	QTY	UOM	LABOR \$ AMOUNT	EQUIPMENT \$ AMOUNT	MATERIALS \$ AMOUNT	SUBS \$ AMOUNT	\$ TOTALS	COMMENTS
PURCHASE ORDERS							\$ -	
SUBCONTRACTS							\$ 1,742,562	
SITework SUBCONTRACTOR- PINE STREET	1	LS	\$ -	\$ -	\$ -	\$ 1,371,772	\$ 1,371,772	
SITework SUBCONTRACTOR- CDC PARKING LOT	1	LS	\$ -	\$ -	\$ -	\$ 370,790	\$ 370,790	
OTHER SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	
ALLOWANCES							\$ 403,000	
ALLOWANCE FOR BUILDING PERMITS	1	LS	\$ -	\$ -	\$ -	\$ 15,000	\$ 15,000	
ALLOWANCE FOR INDEPENDENT TESTING	1	LS	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000	
PRECONSTRUCTION SERVICES	1	LS	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000	
LANDSCAPING ALLOWANCE	2	LS	\$ -	\$ -	\$ -	\$ 188,000	\$ 188,000	
UTILITY ALLOWANCE	1	LS	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000	
TOTAL DIRECT COST			\$ -	\$ -	\$ -	\$ 2,145,562	\$ 2,145,562	

Wharton-Smith, Inc. CONSTRUCTION GROUP										JOB NAME: LEESBURG PINE STREET								February 20, 2023	
										ESTIMATE #: 22-XXX								4:23 PM	
GENERAL CONDITIONS		DURATION =		0 DIRECT MANHOURS			0		MANWEEKS										
				6		MONTHS, PLANNED		0		MEN									
DESCRIPTION	QTY	UNIT	MH/UNIT	BASE RATE	LABOR		\$ AMOUNT	HR/UNIT	EQUIPMENT		MATERIAL			SUBCONTRACTS		\$ TOTALS	REMARKS		
					U/P	TOTAL MH			RATE	\$ AMOUNT	U/P	\$ AMOUNT	\$ AMOUNT	U/P	\$ AMOUNT		SUB NAME		
PROJECT MANAGEMENT TEAM		W/ 7% TAX																	
FIELD STAFF																			
SENIOR SUPERINTENDENT		26	WK	0	\$112.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	\$0		
SUPERINTENDENT I		26	WK	0	\$98.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	\$0		
SUPERINTENDENT II		26	WK	40	\$90.00	\$3,600.00	1,042	\$93,744			\$0.00		\$0	\$0		\$0	\$93,744		
SUPERINTENDENT IV		0	WK		\$75.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	\$0		
FIELD COORDINATOR		26	WK	0	\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	\$0		
CONCRETE SR. CRAFT FOREMAN		0	WK	0	\$60.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	\$0		
MECHANICAL SR. CRAFT FOREMAN		0	WK		\$60.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	\$0		
OFFICE STAFF																			
SENIOR PROJECT MANAGER		26	WK	24	\$112.00	\$2,688.00	625	\$69,996			\$0.00		\$0	\$0		\$0	\$69,996		
PROJECT MANAGER		26	WK	0	\$98.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	\$0		
ASSISTANT PROJECT MANAGER		26	WK	0	\$80.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	\$0		
PROJECT ENGINEER		26	WK	24	\$65.00	\$1,560.00	625	\$40,622			\$0.00		\$0	\$0		\$0	\$40,622		
PROJECT INTERN		26	WK	16	\$27.00	\$432.00	417	\$11,249			\$0.00		\$0	\$0		\$0	\$11,249		
PROJECT ASSISTANT		0	WK		\$55.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	\$0		
OTHER STAFF																			
EXECUTIVE MANAGEMENT		26	WK	4	\$140.00	\$560.00	104	\$14,582			\$0.00		\$0	\$0		\$0	\$14,582		
GENERAL SUPERINTENDENT		26	WK	4	\$140.00	\$560.00	104	\$14,582			\$0.00		\$0	\$0		\$0	\$14,582		
SR. PRECONSTRUCTION MANAGER		0	WK		\$112.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	\$0		
PRECONSTRUCTION MANAGER		0	WK		\$98.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	\$0		
DIRECTOR OF PRECONSTRUCTION		0	WK		\$140.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	\$0		
PRECONSTRUCTION ESTIMATOR		0	WK	0	\$90.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	\$0		
COST ACCOUNTANT		26	WK	4	\$55.00	\$220.00	104	\$5,729			\$0.00		\$0	\$0		\$0	\$5,729		
SECURITY (NIGHTS & WEEKENDS)		6	MO		\$65.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	\$0		
PRODUCTION/QUALITY CONTROL		26	WK	4	\$115.00	\$460.00	104	\$11,978			\$0.00		\$0	\$0		\$0	\$11,978		
SAFETY COORDINATOR		26	WK	4	\$90.00	\$360.00	104	\$9,374			\$0.00		\$0	\$0		\$0	\$9,374		
RELATED MANAGEMENT COSTS																			
BENEFITS & EDUCATION		0	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	\$0		
LABOR RATE ADJUSTMENT		0	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	\$0		
HOLIDAY & VACATION PAY		1	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	\$0		
SOFTWARE COSTS (0.5% OF TOTAL BID)		1	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$14,700	\$14,700	\$14,700 14737		
RECRUITING FEES		0	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	\$0		
TRAVEL EXPENSE – WORKSHEET ON RIGHT		1	LS		\$45.00	\$0.00	0	\$0			\$0.00	\$0.00	\$0	\$0		\$0	\$0		
LODGING, MEALS – WORKSHEET ON RIGHT		1	LS		\$45.00	\$0.00	0	\$0			\$0.00	\$0.00	\$0	\$0		\$0	\$0		
TEMP.FACILITIES & UTILITIES																			
WATER, INSTALL AND REMOVE TEMPORARY SYSTEM		1	LS	40	\$45.00	\$1,800.00	40	\$1,800			\$0.00	\$2,250.00	\$2,250	\$2,408		\$0	\$4,208		
WATER, MONTHLY		6	MO		\$45.00	\$0.00	0	\$0			\$0.00	\$250.00	\$1,500	\$1,605		\$0	\$1,605		
ELECTRIC, INSTALL & REMOVE TEMP. SYSTEM		1	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	\$0 W/ DIV. 16 SCOPE		
ELECTRIC, MONTHLY CHARGES		6	MO		\$45.00	\$0.00	0	\$0			\$0.00	\$0.00	\$0	\$0		\$0	\$0 USE EXISTING POWER		
TEMPORARY LIGHTING (NIGHT LIGHTING)		0	WK		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	\$0		
HARD WIRE INTERNET/PHONE, INSTALL & REMOVE – W-S		1	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$0.00	\$0	\$0		
HARD WIRE INTERNET/PHONE, INSTALL & REMOVE – ENGINEER		0	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$300.00	\$0	\$0		
INTERNET/TELEPHONE, MONTHLY CHARGES – W-S		6	MO		\$45.00	\$0.00	0	\$0			\$0.00	\$200.00	\$1,200	\$1,284		\$0	\$1,284		
INTERNET/TELEPHONE, MONTHLY CHARGES – ENGINEER		0	MO		\$45.00	\$0.00	0	\$0			\$0.00	\$100.00	\$0	\$0		\$0	\$0		
CELLULAR TELEPHONE, MONTHLY CHARGES		6	MO		\$45.00	\$0.00	0	\$0			\$0.00	\$750.00	\$4,500	\$4,815		\$0	\$4,815		
FIELD OFFICE, WHARTON SMITH INC		6	MO	5	\$45.00	\$225.00	30	\$1,350			\$0.00	\$600.00	\$3,600	\$3,852		\$0	\$5,202		
FIELD OFFICE, WHARTON SMITH – DELIVERY/RETURN		1	LS		\$45.00	\$0.00	0	\$0			\$0.00	\$4,000.00	\$4,000	\$4,280	\$0.00	\$0	\$4,280		
FIELD OFFICE, ENGINEER		0	MO	5	\$45.00	\$225.00	0	\$0			\$0.00	\$1,250.00	\$0	\$0		\$0	\$0		
FIELD OFFICE, ENGINEER – DELIVERY/RETURN		0	LS		\$45.00	\$0.00	0	\$0			\$0.00	\$6,800.00	\$0	\$0		\$0	\$0		
FIELD OFFICE FURNISHINGS AND EQUIPMENT (PURCHASE)		0	LS		\$45.00	\$0.00	0	\$0			\$0.00	\$4,500.00	\$0	\$0		\$0	\$0		
FIELD OFFICE FURNISHINGS AND EQUIPMENT (RENTAL)		6	MO		\$45.00	\$0.00	0	\$0			\$0.00	\$650.00	\$3,900	\$4,173		\$0	\$4,173		
JOB OFFICE SUPPLIES		6	MO		\$45.00	\$0.00	0	\$0			\$0.00	\$250.00	\$1,500	\$1,605		\$0	\$1,605		
COMPUTER EQUIPMENT FOR FIELD OFFICE – W-S		1	LS		\$45.00	\$0.00	0	\$0			\$0.00	\$2,500.00	\$2,500	\$2,675		\$0	\$2,675		
COMPUTER EQUIPMENT FOR FIELD OFFICE – ENGINEER		0	LS		\$45.00	\$0.00	0	\$0			\$0.00	\$4,500.00	\$0	\$0		\$0	\$0		
TOOL TRAILERS – 4 REQUIRED		6	MO		\$45.00	\$0.00	0	\$0			\$0.00	\$500.00	\$3,000	\$3,210		\$0	\$3,210		
TEMPORARY TOILETS – 4 REQUIRED		6	MO		\$45.00	\$0.00	0	\$0			\$0.00	\$500.00	\$3,000	\$3,210		\$0	\$3,210		
TEMPORARY SEWAGE HOLDING TANKS – ENGINEER & W-S		0	MO		\$45.00	\$0.00	0	\$0			\$0.00	\$300.00	\$0	\$0		\$0	\$0 USE EXISTING SYSTEM		
TEMPORARY HEATING EQUIPMENT		0	MO		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	\$0		
FUEL FOR TEMPORARY HEATING		0	MO		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	\$0		
TEMPORARY PARKING		0	SY		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	\$0		
TEMPORARY ROADWAY		0	SY		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	\$0		
BARRICADES		0	EA		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	\$0		
TEMPORARY HANDRAIL / GUARDRAIL		0	LF		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	\$0		
DUST PARTITIONS		0	SF		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	\$0		
EXISTING SURFACES PROTECTION		0	SF		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	\$0		
TEMPORARY CHAIN LINK FENCE, INSTALL AND REMOVE		0	LF		\$45.00	\$0.00	0	\$0			\$0.00	\$2.50	\$0	\$0		\$0	\$0		



Wharton-Smith, Inc.
CONSTRUCTION GROUP

JOB NAME:	LEESBURG PINE STREET								February 20, 2023
ESTIMATE #:	22-XXX								4:23 PM

CONSTRUCTION EQUIPMENT & TOOLS														
SMALL TOOLS AND SUPPLIES	1	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0	\$0	\$0	DEFAULT IS \$3 / DIRECT MH
CRANE RENTAL	0	MO		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0	\$0	\$0	W/ DIRECTS
AIR COMPRESSORS	0	MO		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0	\$0	\$0	W/ DIRECTS
WELDERS & WELDING SUPPLIES	0	MO		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0	\$0	\$0	
SPECIALTY TRUCKS	0	MO		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0	\$0	\$0	
EMPLOYEE TRANSPORTATION (BUS)	0	WK		\$45.00	\$0.00	0	\$0		\$0.00	\$100.00	\$0	\$0	\$0	
EQUIPMENT STAND-BY	0	WK		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0	\$0	\$0	
PM AUTOMOBILE w/ FUEL, OIL, GREASE	4	MO		\$45.00	\$0.00	0	\$0	1	\$950	\$3,420.00	\$900.00	\$3,240	\$3,467	VERIFY MONTHS
SUPT PICKUP TRUCK w/ FUEL, OIL, GREASE	6	MO		\$45.00	\$0.00	0	\$0	1	\$950	\$5,700.00	\$1,200.00	\$7,200	\$7,704	VERIFY MONTHS
APM & FOREMAN VEHICLE ALLOWANCE	0	MO		\$45.00	\$0.00	0	\$0	1	\$500	\$0.00	\$300.00	\$0	\$0	VERIFY MONTHS
MOVE IN/OUT EQUIPMENT	1	EA		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0	\$0	\$0	W/ DIRECTS
MOVE IN MATERIAL	1	EA		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0	\$0	\$0	W/ DIRECTS
SAFETY & HEALTH & HOUSEKEEPING														
SAFETY MEETINGS	26	WK	0	\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0	\$0	\$0	
SAFETY DEVICES	1	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0	\$0	\$0	
PREVENTATIVE MEDICINE	0	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0	\$0	\$0	
SAFETY AWARD PAY	0	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0	\$0	\$0	
WORKER'S COMP CLAIMS	0	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0	\$0	\$0	
CLEAN-UP AT END OF PROJECT	1	LS	0	\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0	\$0	\$0	
CLEAN-UP THROUGHOUT DURATION OF PROJECT	26	WK	4	\$45.00	\$180.00	104	\$4,687		\$0.00	\$0	\$0	\$0	\$4,687	
DUMPSTERS	6	MO		\$45.00	\$0.00	0	\$0		\$0.00	\$750.00	\$4,500	\$4,815	\$4,815	
JANITORIAL - ENGINEER'S TRAILER	26	WK	2	\$45.00	\$90.00	52	\$2,344		\$0.00	\$5.00	\$130	\$139	\$0	\$2,483
				\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0	\$0	\$0	\$0
TOTAL GENERAL CONDITIONS						3,455	\$282,038		\$9,120	\$46,020	\$49,242	\$14,700	\$355,100	\$401,120
GENERAL REQUIREMENTS														
PERMITS, FEES, INSURANCE, LEGAL, ETC.														
PERMIT FEE COSTS - WORKSHEET ON RIGHT	0	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0	\$0.00	\$0	PERMIT BY OTHERS
BUSINESS LICENSE FEES	0	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0	\$0.00	\$0	
IMPACT FEES	0	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0	\$0.00	\$0	
SPECIAL OR ADDITIONAL FEES	0	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0	\$0.00	\$0	
BUILDER'S RISK INSURANCE - BARRIER ISLAND	0	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0	\$0.00	\$0	
BUILDER'S RISK INSURANCE - NON-COASTAL COUNTY	6	MO		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0	\$550.00	\$3,300	\$3,300
BUILDER'S RISK INSURANCE - COASTAL COUNTY	0	MO		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0	\$0.00	\$0	\$0
FLOOD INSURANCE	0	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0	\$0.00	\$0	
SUBCONTRACT GENERAL LIABILITY INSURANCE	0	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0		\$0	\$0
GENERAL LIABILITY INSURANCE	0	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0		\$0	INCLUDED IN WAGE RATES
WORKER'S COMP WRAP UP INSURANCE	0	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0		\$0	INCLUDED IN WAGE RATES
OWNER CONTROLLED INSURANCE PROGRAM	0	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0		\$0	\$0
OTHER INSURANCE	0	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0		\$0	\$0
OWNER DIRECT PURCHASE ORDER PROGRAM	0	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0		\$0	\$0
CONTINGENCY	0	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0		\$0	\$0
CONTRACT ALLOWANCE	0	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0		\$0	W/ DIRECTS
PENALTIES & FINES	0	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0		\$0	\$0
ACTUAL DAMAGES (SWAG)	0	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0	\$0.00	\$0	\$0
LEGAL FEES	0	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0		\$0	\$0
PERFORMANCE BOND	1	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0		\$0	W/ SUMMARY
SPECIAL LICENSES	0	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0	\$0.00	\$0	\$0
EARLY COMPLETION BONUS	0	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0	\$0.00	\$0	\$0
OVERTIME COSTS FOR ENGINEERS AND INSPECTORS	0	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0	\$0.00	\$0	\$0
EXTENDED WARRANTY (BEYOND 12 MONTHS)	0	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0	\$0.00	\$0	Maintenance cost for 1 extra year
MAINTENANCE BOND (FOR PERCENTAGE LESS THAN 25%)	0	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0	\$0.00	\$0	\$1,768.44
MAINTENANCE BOND (FOR PERCENTAGE 25% OR MORE)	0	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0	\$0.00	\$0	\$4,421.09
PROJECT DOCUMENTATION AND SERVICES														
PROJECT SIGNS	1	LS	32	\$45.00	\$1,440.00	32	\$1,440		\$0.00	\$1,250.00	\$1,250	\$1,338	\$0	\$2,778
INFORMATIONAL SIGNS	0	EA		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0	\$0	\$0	\$0
PHOTOGRAPHS	6	MO		\$45.00	\$0.00	0	\$0		\$0.00	\$200.00	\$1,200	\$1,284	\$0	\$1,284
PRE-CONSTRUCTION AUDIO-VIDEO DOCUMENTATION	1	LS		\$45.00	\$0.00	0	\$0		\$0.00		\$0	\$0	\$1,250.00	\$1,250
INDEPENDENT CPM SCHEDULING SERVICES	0	MO		\$45.00	\$0.00	0	\$0		\$0.00		\$0	\$0	\$250.00	\$0
INDEPENDENT TESTING SERVICES	0	LS		\$45.00	\$0.00	0	\$0		\$0.00		\$0	\$0	\$3,000.00	\$0
DESIGN SERVICES (CADD) - AS-BUILTS	1	LS	120	\$65.00	\$7,800.00	120	\$7,800		\$0.00		\$0	\$0	\$0	\$7,800
PLANS & SPECIFICATIONS REPRODUCTION COSTS	1	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$1,000.00	\$1,000	\$1,070	\$0	\$1,070
REGISTERED SURVEYOR SERVICES	6	MO		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0	\$0	\$12,000	\$12,000
LAYOUT BY WHARTON-SMITH	1	LS		\$45.00	\$0.00	0	\$0		\$0.00		\$0	\$0	\$0	\$0
PROJECT START-UP & CLOSEOUT														
START-UP CHEMICALS	1	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0.00	\$0	\$0	\$0	W/EQUIPMENT SUMMARY
START-UP ELECTRIC CONSUMPTION COSTS	1	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0.00	\$0	\$0	\$0	SEE BELOW
ADDITIONAL LABOR FOR 24/7 START-UP	0	LS		\$45.00	\$0.00	0	\$0		\$0.00		\$0	\$0	\$0	\$0

	Wharton-Smith, Inc. CONSTRUCTION GROUP										JOB NAME:		LEESBURG PINE STREET				February 20, 2023			
											ESTIMATE #:		22-XXX							4:23 PM
AS-BUILT DRAWINGS	1	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0		\$0	\$0						
OPERATION & MAINTENANCE MANUALS	1	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0		\$0	\$0						
FINAL SITE SURVEY	1	EA		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0	\$6,000.00	\$6,000	\$6,000						
MISCELLANEOUS REQUIREMENTS																				
	1	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0		\$0	\$0						
	1	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0		\$0	\$0						
	1	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0		\$0	\$0						
	1	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0		\$0	\$0						
	1	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0		\$0	\$0						
	1	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0		\$0	\$0						
	1	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0		\$0	\$0						
	1	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0		\$0	\$0						
TOTAL GENERAL REQUIREMENTS																				
			152	\$9,240			\$0		\$3,450	\$3,692		\$22,550	\$35,482	\$38,932						



Southern Development & Construction

2544 Connection Point

Oviedo, FL 32765

Contact: Kenny Bare

Phone: 407-221-2431

Fax:

Quote To: Scott Jamison

Phone: 321-363-6306

Email: djamison@whartonsmith.com

Job Name: Pine Street Leesburg

Date of Plans: November 1, 2022

Revision Date:

Proposal Date: 1-27-2023

HCSS #22-190R1

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
ROADWAY					
10	MOBILIZATION	1.00	LS	49,400.00	49,400.00
20	CONSTR. LAYOUT / AS-BUILTS	1.00	LS	57,900.00	57,900.00
25	MAINTENANCE OF TRAFFIC / Devices	1.00	LS	29,300.00	29,300.00
50	SINGLE ROW SILT FENCE	2,000.00	LF	6.00	12,000.00
75	INLET PROTECTION	16.00	EA	250.00	4,000.00
100	DEMO EXISTING ROADWAY	2,000.00	SY	11.00	22,000.00
125	REMOVAL OF EXISTING CONCRETE	1,250.00	SY	35.00	43,750.00
150	SITE EMBANKMENT / GRADING	1.00	LS	29,700.00	29,700.00
200	12" STABILIZED SUBGRADE	3,750.00	SY	15.00	56,250.00
225	10" CRUSHED CONCRETE BASE	2,800.00	SY	65.00	182,000.00
250	3" S.P. ASPH. TRAFFIC C	465.00	TN	185.00	86,025.00
300	TYPE 9 CURB INLET	4.00	EA	18,000.00	72,000.00
315	TYPE 6 CURB INLET	2.00	EA	14,000.00	28,000.00
325	DBI C INLET	2.00	EA	12,300.00	24,600.00
330	DBI V INLET	2.00	EA	12,300.00	24,600.00
350	STORM MANHOLE	1.00	EA	13,300.00	13,300.00
375	18" CL III RCP	877.00	LF	155.00	135,935.00
650	PERFORMANCE TURF, SOD	2,000.00	SY	6.50	13,000.00
660	PAVEMENT MARKINGS	1.00	LS	19,000.00	19,000.00
670	SIGNAGE	1.00	LS	4,000.00	4,000.00
TOTAL ROADWAY					906,760.00
UTILITIES					
SEWER					
1200	REMOVE MANHOLE	3.00	EA	3,000.00	9,000.00
WATER MAIN					
1525	REMOVE FIRE HYDRANT	1.00	EA	7,000.00	7,000.00
1600	CONNECT TO EXISTING FIRE HYDRANT	1.00	EA	7,000.00	7,000.00
1775	6" DIP WATER LINE	45.00	LF	190.00	8,550.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1800	12" DIP WATER LINE	40.00	LF	235.00	9,400.00
1825	6" GATE VALVE & BOX	2.00	EA	4,000.00	8,000.00
1875	12" GATE VALVE & BOX	3.00	EA	6,500.00	19,500.00
1925	FITTINGS AND TESTING	1.00	LS	15,250.00	15,250.00
	TOTAL UTILITIES				83,700.00
	CCD PARKING				
2000	CDC PARKING	1.00	LS		
2010	MOBILIZATION	1.00	LS	14,900.00	14,900.00
2020	CONSTR. LAYOUT / AS-BUILTS	1.00	LS	26,800.00	26,800.00
2030	MAINTENANCE OF TRAFFIC	1.00	LS	6,500.00	6,500.00
2040	SINGLE ROW SILT FENCE	700.00	LF	7.00	4,900.00
2050	INLET PROTECTION	7.00	EA	350.00	2,450.00
2060	CLEAR & GRUB, HAUL OFF SITE	1.50	AC	19,800.00	29,700.00
2070	EXCAVATION/EMBANKMENT	1.00	LS	22,200.00	22,200.00
2080	12" STABILIZED SUBGRADE	1,230.00	SY	12.00	14,760.00
2090	6" CRUSHED CONCRETE BASE	1,230.00	SY	50.00	61,500.00
2100	1.5" S.P. ASPH 9.5	103.00	TN	300.00	30,900.00
2110	F CURB & GUTTER	665.00	LF	40.00	26,600.00
2120	PAVEMENT MARKINGS	1.00	LS	4,000.00	4,000.00
2130	SIGNAGE	5.00	EA	200.00	1,000.00
2140	SODDING - BACK OF CURB	500.00	SY	6.50	3,250.00
2150	15" CL III RCP	72.00	LF	235.00	16,920.00
2160	18" CL III RCP	94.00	LF	190.00	17,860.00
2170	12" HDPE	185.00	LF	100.00	18,500.00
2180	TYPE F INLET	3.00	EA	11,200.00	33,600.00
2190	NYLOPLAST YARD DRAIN	4.00	EA	3,900.00	15,600.00
2200	ENDWALL 18"	1.00	EA	13,900.00	13,900.00
2210	RIP RAP	22.00	TN	225.00	4,950.00
	TOTAL CDD PARKING				370,790.00

GRAND TOTAL

1,361,250.00

NOTES:

PROJECT SPECIFIC NOTES

1. This proposal is based on current market prices (Off Road Diesel @ \$4.50/gal) & subject to pricing revisions.
2. Final pricing of Import Material/Trucking will be determined at time of shipment.
3. Based on Mark-ups provided - Roadway from station 50+39 to 58+41
4. Excludes all concrete flatwork (curb, sidewalks, ada ramps, etc)
5. Excludes all Parkings stalls-- geofabric/aggregate/pavers
6. Excludes soil amendments
7. Excludes tree grates, benches, trash cans, etc.
8. Excludes Raised Crosswalk / Conc. Speed Tables
9. Excludes 21" Tread Plates
10. Pricing is subject to revisions once conformed documents are provided

GENERAL CONDITIONS/ CONTRACT

1. This proposal is based on the following Plans:
 Titled:Pine Street - City of Leesburg (Reduced scope to Phase 1 Only)
 Pine Street - CDC Parking - (Reduced Scope)
 Prepared By:CPH
 Dated:- Waiting on Plan Revision

This proposal is based on the above referenced Civil drawings only. Work and/or details shown in other drawings/specifications is not included in this proposal.

2. This proposal is based on the following Soils Report:
Prepared By: Not Provided
Dated:
3. This proposal and notes shall become an attachment to the contract.
4. Unless provided for otherwise in this proposal, this proposal is valid for 20 days from the date of the proposal. If a contract or other agreement is not executed within 20 days, then this proposal is subject to be reviewed for adjustment.
5. This work is based on a completion date by XXX 202X or an agreed project schedule as an attachment to the contract jointly prepared by Owner and SDC.
6. Project is based on one (1) site work mobilization(s) - Mobilization payment shall be in full at month 2 billing.
 - A. 50% of the Mobilization Payment is due in the first billing cycle.
 - B. Remainder of the Mobilization Payment is due in the 2nd billing cycle.
7. This proposal is furnished as a complete scope of work as defined above and shall be contracted to SDC in its entirety. Individual line items cannot be removed unless specific changes are approved by SDC.
8. Work is to be completed during normal business hours Mon-Fri (7AM -5PM). Night work is excluded.
9. SDC must have 2 weeks advanced notice in order to better assure timely scheduling of the work required for the project.
10. This proposal does not include Payment and Performance and/or Road Crossing(s) Bonds; if Payment and Performance Bond required, add 1.5% to the contract price. Minimum cost is \$ 500.00.
11. Cost of density testing is not included.
12. Testing and/or inspections, shall be conducted by others and is not included in this proposal.
13. Cost of permits other than those listed below is excluded. Any other permits in which SDC obtains will be reimbursed by the Owner/Developer.
 - A. Notice of Intent (NOI) for the National Pollution Discharge Elimination System (NPDES) while SDC is on site.
14. Decorative/ Retaining walls, Fences, Landscaping, Irrigation, Dumpsters & Enclosures, Decorative Paving/ Pavers and Hardscape is excluded unless otherwise noted.
15. Prior to mobilization, site survey control, design CAD files and matching PDF plans shall be provided to SDC.
16. Horizontal survey control shall consist of a minimum of three (3) site control points including description of points, northings, eastings and horizontal datum. Vertical control shall consist of a minimum of two (2) site benchmarks including descriptions, elevations and vertical datum. The preferred Software of CAD files is AutoCAD Civil 3D. The preferred file transfer method of CAD files is E-Transmit.
17. For Bonded projects: Retainage will not be held until 75% of the current contract amount is completed. Retainage (10%) may be held for the value of the work exceeding 75% of the current contract amount. All remaining retainage to be released upon acceptance by governing municipality.
18. For Non-Bonded projects: Retainage (10%) may be held until 50% of the contract is billed. Upon completion of 51% of the project, retainage shall be reduced to 5%. Upon installation of the 1st lift of Asphalt, retainage shall be reduced to 2.5%. All remaining retainage to be released upon acceptance by governing municipality.
19. This proposal does not include any provisions for participating in either Owner Controlled Insurance Programs (OCIP) or Contractor Controlled Insurance Programs (CCIP) or any other insurance program furnished by others.
20. Draw down of retention ponds for inspection is not included.

CLEARING/ EARTHWORK/ GRADING

1. All debris shall be burned on site in open piles during clearing & grubbing as allowed by the Division of Forestry.
2. Site prep shall be by disking only.
3. Removal of debris such as tires, vehicles, refrigerators, etc. is excluded unless otherwise noted and quantified.
4. All excess earth materials generated by the construction of SDC's scope shall become the property of SDC unless otherwise agreed to with the Owner/Developer.
5. Handling and/or unsuitable soils disposal is excluded unless noted in the schedule of values.
6. Handling and/or removal of contaminated soils is not included.
7. Undercutting of soils is excluded unless noted in the schedule of values.
8. Any handling or removal of materials generated by others will require a Change Order to dispose and/or relocate these materials.
9. Excludes relocation or removal of existing utilities unless specified. They may include any of the following:
 - A. Gas services or gas mains

- B. Phone lines, Cable, Fiber optic lines or systems, Any other telecom facility
- C. Power - distribution or transmission line (above or underground)
- D. Water mains/Services, Reclaimed water mains/services, Irrigation
- 10. Ground water sampling and/or treatment for contaminants is excluded.
- 11. Removal of any transite pipe by others.
- 12. Removal of invasive plant species by others.
- 13. Gopher tortoise surveys and relocation cost is excluded.
- 14. Any mitigation cost is excluded.
- 15. Capping and/or grouting of wells is excluded unless specified.
- 16. Dewatering discharge is assumed to be permitted off-site.
- 17. Building Pads and/or Lot House Pads to be left 6" below finish floor elevation. Termite treatment by others.
- 18. Final grading to be +/- 0.1' one time only.
- 19. Lot and/or site sodding is excluded.

SANITARY SEWER

- 1. Utility material pricing is extremely volatile. Final pricing of material will be determined at time of shipment.
- 2. Dewatering discharge is assumed to be permitted off-site.
- 3. T.V./ Air testing of Gravity Sewer is included for one (1) time. Testing of laterals/ services is not included. Additional cleaning may be performed @ \$10.00/LF.
- 4. Sewer services to be provided to lot corners or within 5' of building pads as applicable. Connection by others.

DRAINAGE

- 1. Utility material pricing is extremely volatile. Final pricing of material will be determined at time of shipment.
- 2. Dewatering discharge is assumed to be permitted off-site.
- 3. Video & Cleaning of storm drainage included is for one (1) time. Additional medium (< 20%) cleaning may be performed @ \$ 10.00/LF (15" to 42") not including plug and dewatering.
- 4. Roof drains to be stubbed to within 5' of building. Connection by others.

WATER/ REUSE DISTRIBUTION SYSTEM

- 1. Utility material pricing is extremely volatile. Final pricing of material will be determined at time of shipment.
- 2. The cost of meters is excluded unless otherwise noted.
- 3. Services to be provided to lot corners or within 5' of building pads as applicable. Connection by others.

PAVEMENT

- 1. Project includes two (2) asphalt mobilizations. Additional mobilizations are \$ 5,000/each.
- 2. Asphalt to be installed in one lift unless otherwise noted.
- 3. Repair of trenches by others (electrical, irrigation, etc.) is excluded.
- 4. Utility and irrigation sleeving is excluded unless otherwise noted.
- 5. Temporary striping and/or striping on first lift of asphalt is not included.
- 6. "Light" Sweeping prior to the final lift of asphalt is includes a broom tractor only. Cost for additional cleaning will be billed time & materials.
- 7. Flatwork finishes shall be broom finish without any sealant and or caulking.
- 8. Asphalt pricing is based on the use of the maximum allowable RAP (Recycled Asphalt Product) in the production of the hot mix asphalt, as per the current FDOT standards, unless the item is noted otherwise.
- 9. Liquid asphalt and aggregate pricing can be volatile. Increases of 5% or more will allow unit price adjustments in accordance with the liquid asphalt pricing index provided by FDOT.

EXHIBIT 3 – CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS, AND ALLOWANCES

Please note the following clarifications regarding this proposal:

1. The scope of the project was modified heavily from the 100% documents received from CPH. These documents have been roughly marked up to show the extent of the proposed work to fit within the project budget. To accompany these marked up drawings is a detailed unit cost breakdown outlining what is specifically included in the project scope. Should additional scope be requested that is not clearly indicated in this work breakdown then a change order may be necessary.
2. The project duration is contingent on being able to completely close the section of Pine St. included in this contract for the duration of the work.
3. The project schedule was developed based on assumptions and best information available regarding permitting with the building department. If the building department is unable to facilitate concurrent review and/or the permitting review periods take longer than assumed, the project duration will be extended.
4. The City will provide water for use by the CMAR during construction and startup at no cost.
5. CMAR will provide redline drawings and surveyed as-builts to the EOR, no CAD as-builts are included under this contract.
6. No costs have been included for grant, or other funding, management, nor has any costs been included for prevailing wage or any other buy-American requirements.
7. No provisions for temporary sidewalks, signage, parking, or otherwise have been included.
8. There is no electric or signalization included. Any work items incorporating electric are by others.
9. Please reference the additional exclusions noted in the SDC proposal.
10. Several allowances have been incorporated into this GMP as follows, Wharton-Smith will obtain written approval prior to using the allowances
 - a. Permits- All costs associated with obtaining permits
 - b. Independent Testing- This includes geotechnical and material testing
 - c. Preconstruction Services-This covers the costs incurred for design reviews, estimating, and GMP preparation
 - d. Landscaping- An assumed scope has been included utilizing the unit rates shown. Final scope will be determined in conjunction with the city.
 - e. Utilities- Due to the significant scope change the true extent of the utility relocations won't be known until the work begins. Unit rates have been established as a part of the GMP documents and costs will be incurred on an as-needed basis.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.3.

Meeting Date: March 13, 2023

From: Aaliyah Davis, (Purchasing Manager)

Subject: Purchase request to replace the Venetian Center carpet with Shaw Industries, Inc. in the amount of \$78,007.64.

Staff Recommendation:

Staff recommends approval of the purchase request to Shaw Industries, Inc. for the replacement of the Venetian Center carpet in the amount of \$78,007.64.

Analysis:

The purpose of this purchase is to remove and replace the carpet in the Grand Ballroom of the Venetian Center. The existing carpet is stained and separating at the control joints. The Venetian Center Project includes carpet removal and disposal, removal and disposal of cove base, sealer and coating applications, moisture testing, and installation of new carpet.

Procurement Analysis:

The City is utilizing an existing Sourcewell Agreement (080819-SII) with Shaw Industries, Inc. to provide carpet and flooring services and Carpet Depot as the carpet installer. Sourcewell is a government agency that offers cooperative procurement solutions to its' members that the City of Leesburg, Florida participates in. Staff obtained a proposal from Shaw Industries, Inc. in accordance with the Sourcewell Agreement.

Options:

1. Approve the purchase request to Shaw Industries, Inc. as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds are available in the current budget.

Account No.	001-5193-519-4620
Requisition	55320
Budget	\$85,000.00
Available	\$85,000.00

Proposal Submitted To City of Leesburg		Attention City OF LEESBURG		Phone () -		Fax () -		Date 02/21/23	
Proposal Name Venetian Gardens				Job Name (STFLS)Venetian Gardens				Job # 145113	
Street ATTN: ACCOUNTS PAYABLE P.O Box 490630				Job Street 109 E Dixie Ave				Proposal ID 163419	
City, State and Zip Leesburg, FL 34749		Architect Sourcewell FL	Date of Plans	Add #	Job City, State and Zip Leesburg, FL 34748–637			Customer Job # None	Customer PO THIS IS CUST

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
Ikat with MPC Backing 12'	85530/Heritage	1,134.00	SY	\$46.67	\$52,923.78
LokWorx+ Broadloom Adhesive 4 Gallon		25.00	4 Gal	\$45.11	\$1,127.75
8300 Seam Sealer 8oz Container	TBS/To Be Selected	12.00	Each	\$9.57	\$114.84
Carpet Removal		890.00	SY	\$3.69	\$3,284.10
Carpet Disposal		890.00	SY	\$1.14	\$1,014.60
Skim Coat		8,010.00	SF	\$0.46	\$3,684.60
Broadloom Installation		890.00	SY	\$9.09	\$8,090.10
Base - Furnish & Install 6"		300.00	LF	\$3.24	\$972.00
Removal and disposal of cove base		223.00	LF	\$0.57	\$127.11
Moisture Testing		4.00	Each	\$85.23	\$340.92
Hourly Rate for Services Not Listed		5.00	Hour	\$56.82	\$284.10
Open Market - Machine to remove carpet tile (National Rideon Machine)		8,010.00	SF	\$0.22	\$1,762.20
Open Market - Tarkett Assertive Action		15.00	Each	\$68.18	\$1,022.70
Open Market-Tarkett Contour PCAN Antique Wood (3811 Farmington 6x48_		180.00	SF	\$6.93	\$1,247.40
Open Market-Quickfill Expansion Joint		1.00	Each	\$852.27	\$852.27
Freight		1.00	Each	\$1,159.17	\$1,159.17
Base Bid Total:					\$78,007.64

Proposal Inclusions and Exclusions:

- Sourcewell Contract# 080819-SII
- 30161700-20-ACS
- Local Contact: Travis Swilling Installer:: Carpet Depot
- Material title and risk of loss passes to the purchaser at the time of material delivery to owner provided address
- Proposal does not include removal of any materials containing asbestos.
- Extensive floor prep is not included in the price but may be necessary due to unforeseen conditions of the sub-floor. This work may include, but is not limited to, leveling or grinding, encapsulation or sealing, or extensive scraping of the sub-floor. Should extensive floor prep be required, you will receive a change order for the necessary work.
- Exclusions: attic stock, major floor prep, furniture moving unless specified in proposal, disconnecting and moving of computers and electronic equipment, vacuuming and protection of finished products.
- SII License Numbers: AL 50787, AK 40319, AZ ROC300955/ROC300956, CA 1007317, ID RCE-39577/022829-AA-4, MT 216017, NV 0080544/0080545/0080546/0080547, NC 75663, NM 385848, ND 53106, NY 58-2240471C, OR 205839, RI 38919, TN 69109, UT 9531877-5501, VA 2705157974, WA SHAWIII853DO, WV WV054222
- All pricing is based on work being completed during normal working hours.
- Price includes work as specifically stated in the above description for the quantities stated. Any circumstances that require additional labor will be handled through the change order process.

Mail Drop 999 P.O. Box 748552
Atlanta, GA 30384-8552
Proposal ID: 163419



Phone: () -
Fax: () -

Proposal Inclusions and Exclusions:

11. Price is based on a consecutive installation period without delays and is based on the customer allowing installation crews access to work a minimum of 8 consecutive hours a day until completion. Delays other than "acts of God" will result in charges for down-time.
12. Please fax your Purchase Order to Shaw Integrated Solutions at fax # 706-428-3293 to initiate the order process. A purchase order is required before materials can be shipped.

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: Crystal Zachery Crystal Zachery \$78,007.64
Email: crystal.zachery@shawinc.com

Conditions of Proposal:

1. This Proposal may be withdrawn, if not accepted, within 30 days of its issuance. Shaw Industries Group, Inc. will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that includes the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation of materials, labor, freight and fuel costs.
2. This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 2% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Shaw Industries Group, Inc.'s reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
4. Prior to commencement of Shaw Industries Group, Inc.'s work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and provide written results to Shaw Industries Group, Inc., including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Shaw Industries Group, Inc.'s work, then Customer shall provide Shaw Industries Group, Inc. with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
5. All work is contingent upon strikes, accidents or delays beyond Shaw Industries Group, Inc.'s control. Customer shall carry insurance for all hazards, including fire. Shaw Industries Group, Inc.'s workers are fully covered by Worker's Compensation and Liability Insurance.
6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Shaw Industries Group, Inc. of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Shaw Industries Group, Inc. harmless from any damage, claim, loss, expense and attorney fees related to Shaw Industries Group, Inc.'s liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
7. Shaw Industries Group, Inc. is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Shaw Industries Group, Inc. to participate in such programs may result in additional costs.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: March 13, 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 directive to Florida Gas Utility (FGU) to purchase Firm Gas Supply at discount pricing from Black Belt Energy District; and providing an effective date.

Staff Recommendation:

Staff recommends approval of a Directive to Florida Gas Utility to purchase firm gas supply at a discounted rate.

Analysis:

Florida Gas Utility (FGU) has been the gas purchasing agency for the City of Leesburg since 2000. They are currently offering the opportunity for the City of Leesburg to secure firm gas supply for a thirty-year term at an initial discounted price of \$0.55/Dth off of the daily index price. After the initial term of 5-10 years repricing may occur (Variable Discount). If the discount rate drops below \$0.23/Dth Leesburg will have the opportunity not to participate and the same applies after the repricing period for the term of the contract. Should the City of Leesburg experience an unforeseen significant loss of natural gas load the contract may be terminated. The approximate annual discount from the daily index pricing would be \$80,000.00 plus. The annual savings will be passed on directly to our gas customers.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

The approximate annual discount from the daily index pricing would be \$80,000.00 and that pricing would be passed on to our natural gas customers.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING AND DIRECTING THE MAYOR AND CITY
CLERK TO EXECUTE A DIRECTIVE TO FLORIDA GAS UTILITY (FGU) TO
PURCHASE FIRM GAS SUPPLY AT DISCOUNT PRICING FROM BLACK
BELT ENERGY DISTRICT; 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 Directive to Florida Gas Utility to purchase firm gas supply at a discount pricing from Black Belt Energy District.

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 13th day of March 2023.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: March 13, 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 Villages of West Lake Unit No. 73, a subdivision of the City of Leesburg, Florida, being a portion of Sections 8, 9, and 16, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 73)

Staff Recommendation:

Staff recommends approval of the plat for Villages of West Lake Unit No. 73 Subdivision.

Analysis:

The property is generally located east of the Florida Turnpike and north of County Road 470. The proposal is for approval of a plat consisting of 95 single-family residential lots. The review process for zoning, site plan and construction plans has been completed. Approval of this plat will complete the project review process and allow for the applicant(s) to apply for building permits, construct, and sell homes within this new subdivision.

Procurement Analysis:

N/A

Options:

1. Approve the request for a plat of the new Villages of West Lake Unit No. 73 subdivision; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

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

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A PLAT FOR VILLAGES OF WEST LAKE UNIT NO. 73, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTIONS 8, 9, AND 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND ACCEPTING AND DEDICATING TO THE USE OF THE PUBLIC ANY EASEMENTS OR PUBLIC PLACES SHOWN THEREON AS BEING DEDICATED TO THE PUBLIC; AND PROVIDING AN EFFECTIVE DATE. (VILLAGES OF WEST LAKE UNIT NO. 73)

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

THAT the plat of the following described lands, which is named Villages of West Lake Unit No. 73 is hereby approved and accepted by the City of Leesburg, Florida; being

A PARCEL OF LAND LYING WITHIN SECTIONS 8, 9, AND 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE ALONG THE EAST LINE THEREOF RUN N00°30'28"E, 100.00 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; SAID POINT ALSO BEING THE SOUTHEAST CORNER OF VILLAGES OF WEST LAKE UNIT NO. 72, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 79, PAGES 80 AND 81, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE EASTERLY PLAT BOUNDARY WITH THE FOLLOWING COURSES: RUN N00°25'49"E, 233.76 FEET; THENCE N42°21'52"E, 42.47 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 116.50 FEET AND A CHORD BEARING AND DISTANCE OF N14°47'07"W, 123.46 FEET TO WHICH A RADIAL LINE BEARS S43°13'01"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 63°59'44", AN ARC DISTANCE OF 130.12 FEET TO THE POINT OF TANGENCY; THENCE N17°12'45"E, 37.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93°10'21", AN ARC DISTANCE OF 40.65 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING ON THE EASTERLY BOUNDARY OF VILLAGES OF WEST LAKE UNIT NO. 69, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 79, PAGES 60 AND 61, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY PLAT BOUNDARY WITH THE FOLLOWING COURSES: RUN N47°27'47"W ALONG A NON-TANGENT LINE, 84.21 FEET; THENCE N17°12'45"E, 258.42 FEET; THENCE N00°30'28"E, 87.88 FEET TO A POINT ON THE BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5199, PAGE 258, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID PLATTED BOUNDARY AND ALONG THE BOUNDARY OF AFORESAID LANDS WITH THE FOLLOWING COURSES: RUN S89°33'30"E, 841.08 FEET; THENCE S02°20'16"E, 303.39 FEET; THENCE S60°11'33"E, 535.18 FEET; THENCE S00°10'55"W, 387.25 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST

1/4 OF AFORESAID SECTION 16; THENCE CONTINUE ALONG SAID NORTHERLY BOUNDARY AND THE SOUTHERLY EXTENSION THEREOF S00°48'18"W, 1,262.06 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 671.50 FEET AND A CHORD BEARING AND DISTANCE OF N47°31'30"W, 661.21 FEET TO WHICH A RADIAL LINE BEARS S12°58'51"W; THENCE DEPARTING SAID SOUTHERLY EXTENSION RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 58°59'18", AN ARC DISTANCE OF 691.34 FEET TO THE POINT OF TANGENCY; THENCE N18°01'51"W, 175.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 978.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°26'32", AN ARC DISTANCE OF 92.94 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 774.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°20'44", AN ARC DISTANCE OF 369.65 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 428.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°15'50", AN ARC DISTANCE OF 166.50 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 928.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°34'08", AN ARC DISTANCE OF 932.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 34.02 ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 73 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 13th day of March 2023.

Mayor

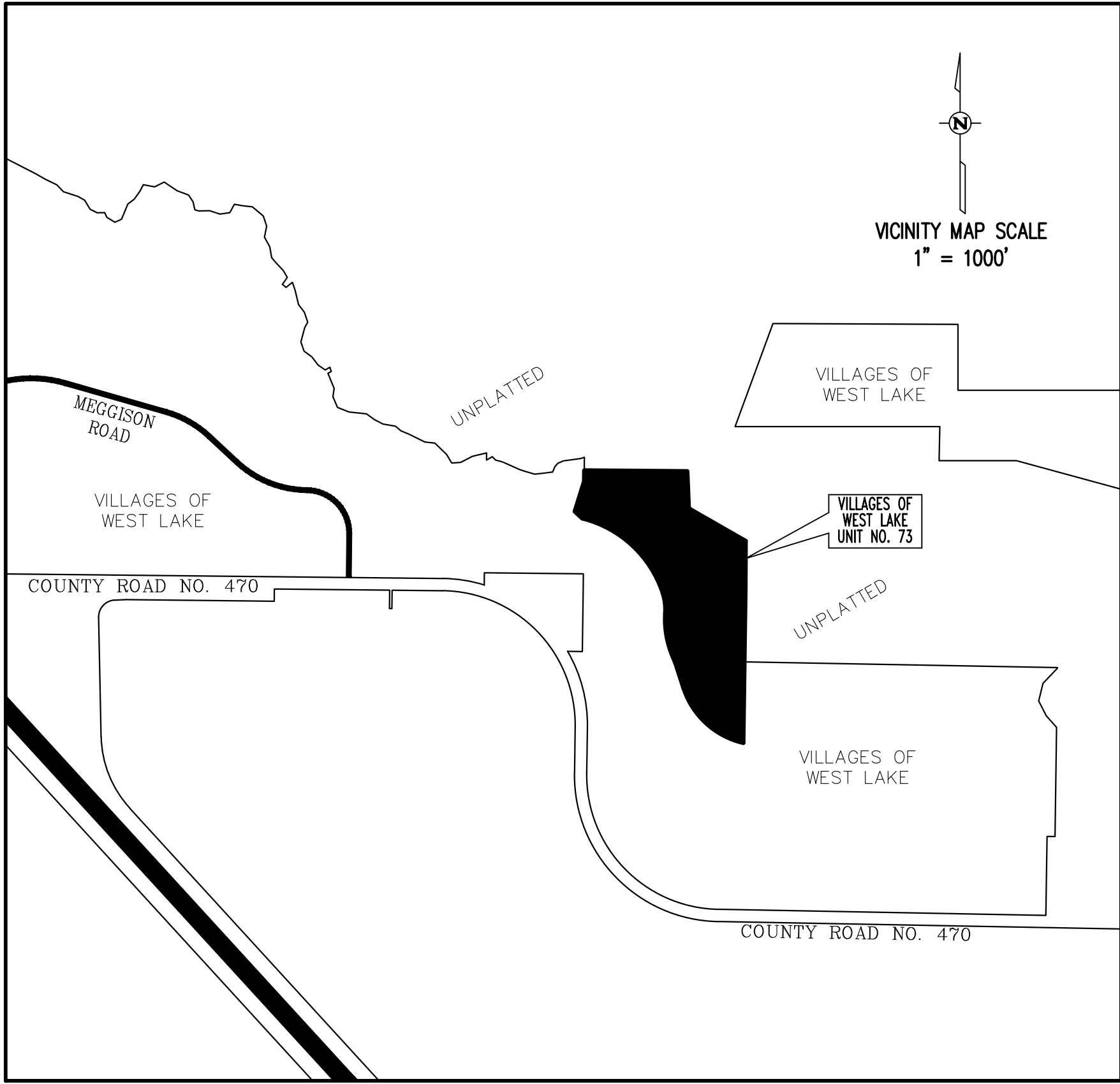
ATTEST:

City Clerk

VILLAGES OF WEST LAKE UNIT NO. 73

SECTIONS 8, 9 AND 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

VICINITY MAP



95 LOTS – 11 TRACTS

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

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTIONS 8, 9 AND 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE ALONG THE EAST LINE THEREOF RUN N00°30'28"E, 100.00 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; SAID POINT ALSO BEING THE SOUTHEAST CORNER OF VILLAGES OF WEST LAKE UNIT NO. 72, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 79, PAGES 80 AND 81, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE EASTERLY PLAT BOUNDARY WITH THE FOLLOWING COURSES: RUN N00°25'49"E, 233.76 FEET; THENCE N42°21'52"E, 42.47 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 116.50 FEET AND A CHORD BEARING AND DISTANCE OF N14°47'07"W, 123.46 FEET TO WHICH A RADIAL LINE BEARS S43°13'01"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 63°59'44", AN ARC DISTANCE OF 130.12 FEET TO THE POINT OF TANGENCY; THENCE N17°12'45"E, 37.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93°10'21", AN ARC DISTANCE OF 40.65 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING ON THE EASTERLY BOUNDARY OF VILLAGES OF WEST LAKE UNIT NO. 69, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 79, PAGES 60 AND 61, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY PLAT BOUNDARY WITH THE FOLLOWING COURSES: RUN N47°27'47"W ALONG A NON-TANGENT LINE, 84.21 FEET; THENCE N17°12'45"E, 258.42 FEET; THENCE N00°30'28"E, 87.88 FEET TO A POINT ON THE BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5199, PAGE 256, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID PLATTED BOUNDARY AND ALONG THE BOUNDARY OF AFORESAID LANDS WITH THE FOLLOWING COURSES: RUN S89°33'30"E, 841.08 FEET; THENCE S02°20'16"E, 303.39 FEET; THENCE S60°11'33"E, 535.18 FEET; THENCE S00°10'55"W, 387.25 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 16; THENCE CONTINUE ALONG SAID NORTHERLY BOUNDARY AND THE SOUTHERLY EXTENSION THEREOF S00°48'18"W, 1,262.06 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 671.50 FEET AND A CHORD BEARING AND DISTANCE OF N47°31'30"W, 661.21 FEET TO WHICH A RADIAL LINE BEARS S12°58'51"W; THENCE DEPARTING SAID SOUTHERLY EXTENSION RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 58°59'18", AN ARC DISTANCE OF 691.34 FEET TO THE POINT OF TANGENCY; THENCE N18°01'51"W, 175.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 978.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°26'32", AN ARC DISTANCE OF 92.94 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 774.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°20'44", AN ARC DISTANCE OF 369.65 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 428.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°15'50", AN ARC DISTANCE OF 166.50 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 928.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°34'08", AN ARC DISTANCE OF 932.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 34.02 ACRES, MORE OR LESS.

NOTES:

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

PREPARED BY:



CFB
SURVEYING
4450 NE 83RD ROAD - WILWOOD, FL 34785
(352) 748-3126 LB6498

CLYMER
FARNAR
BARLEY

SHEET 1 OF 6

PLAT BOOK

PAGE

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES LAND COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF WEST LAKE UNIT NO. 73, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF LEESBURG AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C", "D", "E", "F", "G", "H", "I" AND "J" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14.

WITNESSES:

(1) SIGNATURE

PRINT NAME

(2) SIGNATURE

PRINT NAME

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

BY:
MARTIN L. DZURO,
MANAGER

WITNESSES:

(1) SIGNATURE

PRINT NAME

(2) SIGNATURE

PRINT NAME

VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14

BY:
C. DALE BORROWMAN,
CHAIR

STATE OF FLORIDA
COUNTY OF SUMTER

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

NOTARY PUBLIC – STATE OF FLORIDA

PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

STATE OF FLORIDA
COUNTY OF SUMTER

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

NOTARY PUBLIC – STATE OF FLORIDA

PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

CERTIFICATE OF SURVEYOR

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

DATE:

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

SEAL

STATEMENT OF REVIEWER

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

SIGNATURE DATE:

PRINT NAME, REGISTRATION NUMBER

WADE SURVEYING, INC. FOR CITY OF LEESBURG, FLORIDA

SEAL

CERTIFICATE OF APPROVAL OF MUNICIPALITY

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

ATTEST: CITY CLERK

MAYOR/COMMISSIONER

SIGNATURE

SIGNATURE

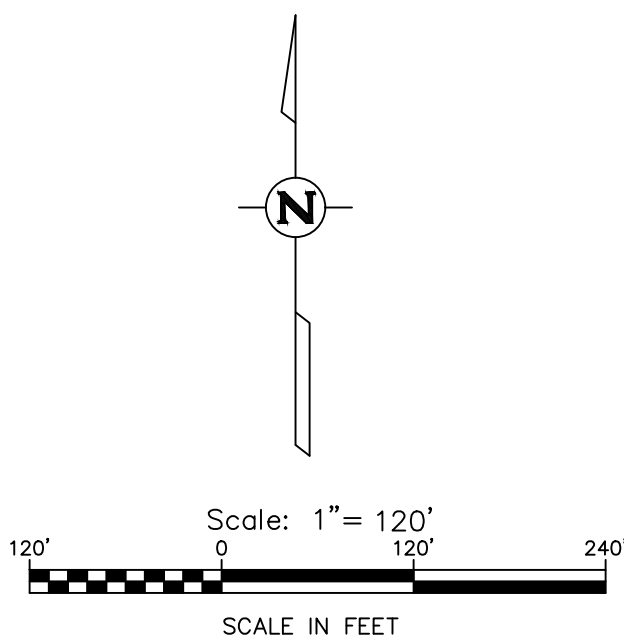
PRINT NAME

PRINT NAME

VILLAGES OF WEST LAKE UNIT NO. 73

SECTIONS 8, 9 AND 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

KEY MAP



NOTE
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 6016,
PAGES 35-53. (STORMWATER RUNOFF, RETENTION &
TREATED EFFLUENT)

LEGEND

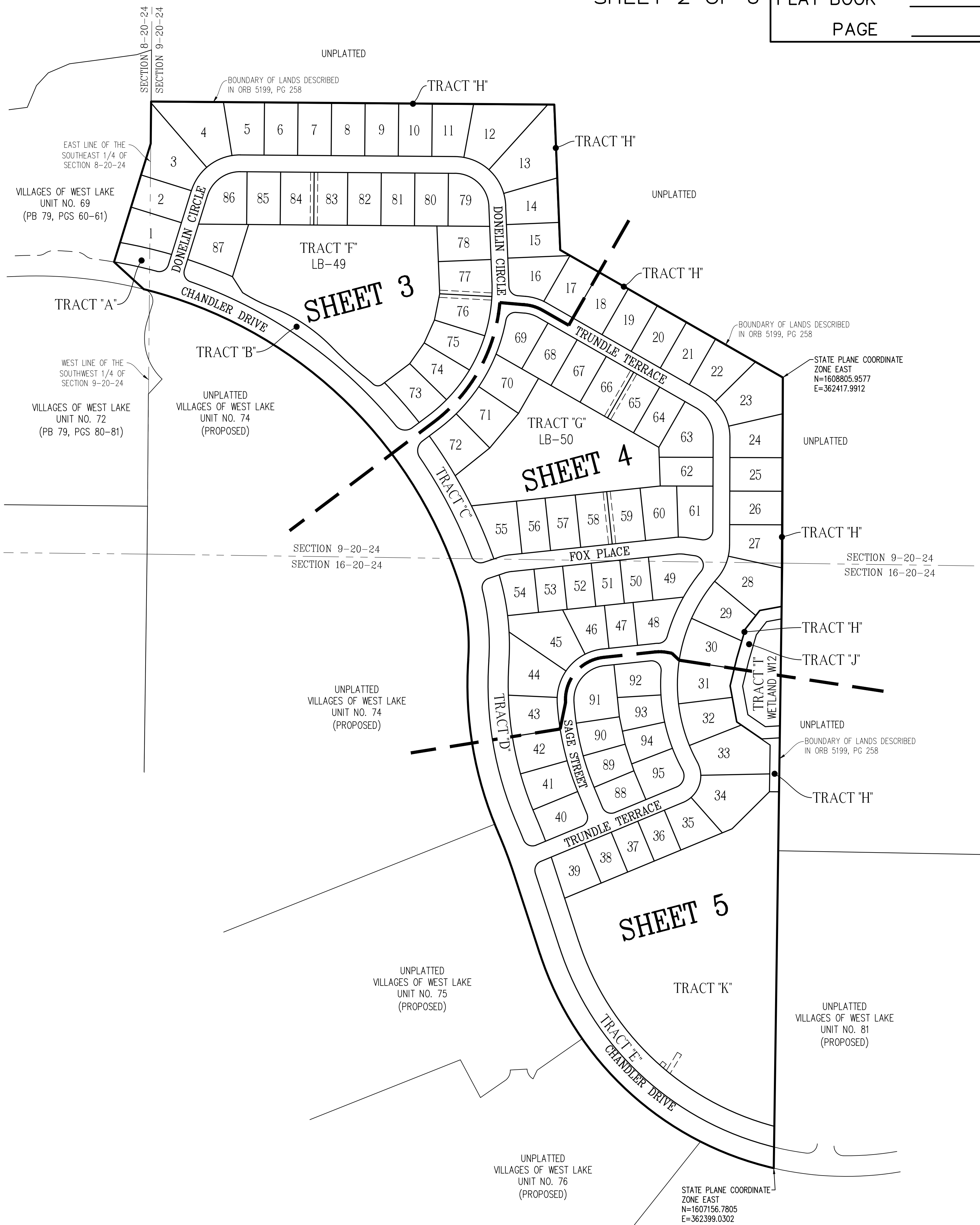
- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #8498), UNLESS OTHERWISE NOTED.
- ▣ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #8498)
- ⊙ INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #8498 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #5.)
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L9 INDICATES LINE NUMBER IN LINE TABLE
- Δ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LB INDICATES LICENSED BUSINESS
- NO INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- PCC INDICATES POINT ON CURVE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- (R) INDICATES RADIAL LINE
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- PGS INDICATES PAGES
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	4,555	0.10
B	17,510	0.40
C	11,725	0.27
D	23,821	0.55
E	33,325	0.76
F	99,937	2.29
G	65,253	1.50
H	5,072	0.12
I	13,872	0.32
J	8,833	0.20
K	189,221	4.34

SHEET 2 OF 6

PLAT BOOK _____

PAGE _____



PREPARED BY:



CFB
SURVEYING

**CLYMER
FARNER
BARLEY**

4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB#498

VILLAGES OF WEST LAKE UNIT NO. 73

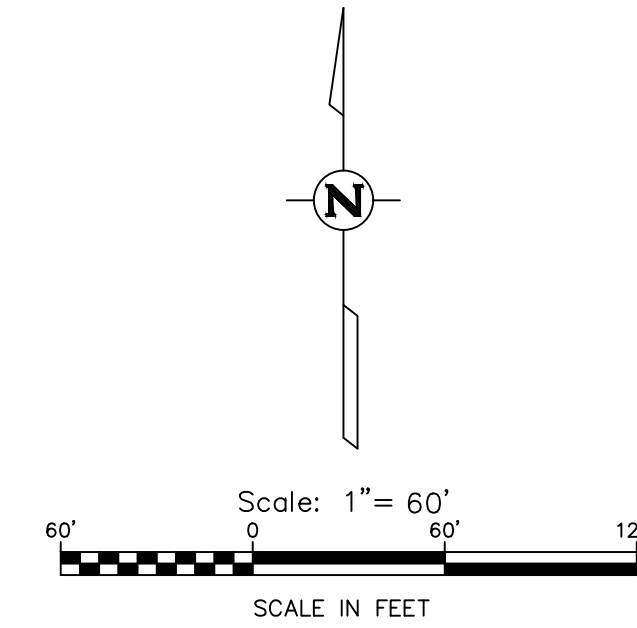
SECTIONS 8, 9 AND 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 3 OF 6

PLAT BOOK

PAGE

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	4,555	0.10
B	17,510	0.40
C	11,725	0.27
D	23,821	0.55
E	33,325	0.76
F	99,937	2.29
G	65,253	1.50
H	5,072	0.12
I	13,872	0.32
J	8,833	0.20
K	189,221	4.34



CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.
C1	90.80'	950.00'	5°28'34"	N75°31'33"W 90.76'
C7	113.75'	89.00'	73°13'45"	S53°49'37"W 106.16'
C8	135.48'	89.00'	87°13'14"	N45°56'53"W 122.78'
C9	44.47'	350.00'	7°16'46"	N01°18'07"E 44.44'
C10	294.03'	350.00'	48°08'01"	N29°00'30"E 285.46'
C11	38.62'	89.00'	24°51'57"	N72°37'32"W 38.32'
C24	91.12'	971.50'	5°22'25"	N77°38'31"W 91.08'
C25	30.66'	20.00'	87°49'57"	N61°07'43"E 27.74'
C26	110.34'	1013.25'	6°14'21"	N76°53'49"W 110.28'
C27	0.39'	106.50'	0°12'43"	S17°19'06"W 0.39'
C28	59.00'	106.50'	31°44'31"	S33°17'43"W 58.25'
C29	59.00'	106.50'	31°44'30"	S65°02'13"W 58.25'
C30	17.72'	106.50'	9°32'02"	S85°40'29"W 17.70'
C31	18.47'	106.50'	9°56'03"	N84°35'29"W 18.44'
C32	58.99'	106.50'	31°44'16"	N63°45'19"W 58.24'
C33	58.99'	106.50'	31°44'16"	N32°01'02"W 58.24'
C34	25.67'	106.50'	13°48'38"	N09°14'35"W 25.61'
C35	11.07'	367.50'	1°43'34"	N01°28'29"W 11.07'
C36	29.48'	20.00'	84°26'48"	S42°50'06"E 26.88'
C37	39.31'	106.50'	21°08'57"	N74°29'01"W 39.09'
C38	6.91'	106.50'	3°43'00"	N62°03'03"W 6.91'
C83	234.07'	971.50'	13°48'16"	N27°34'41"W 233.50'
C84	290.76'	1013.50'	16°26'16"	N27°43'00"W 289.77'
C87	71.36'	1013.50'	4°02'02"	N28°18'51"W 71.34'
C93	31.03'	71.50'	24°51'57"	N72°37'32"W 30.79'
C94	29.48'	20.00'	84°26'48"	S52°43'06"W 26.88'
C95	73.68'	367.50'	11°29'16"	N16°14'20"E 73.56'
C96	77.00'	367.50'	12°00'20"	N27°59'08"E 76.86'
C97	73.87'	367.50'	11°30'58"	N39°44'47"E 73.74'
C98	48.56'	367.50'	7°34'15"	N49°17'23"E 48.52'
C99	99.14'	1013.50'	5°36'16"	N33°08'00"W 99.10'
C100	38.20'	25.00'	87°33'20"	S09°17'51"W 34.59'
C101	26.24'	403.50'	3°43'32"	N49°33'19"W 26.23'
C102	20.74'	15.00'	79°13'56"	S87°18'31"E 19.13'
C103	38.20'	25.00'	87°33'20"	S83°08'49"E 34.59'
C104	110.34'	1013.50'	6°14'16"	N41°01'59"W 110.28'
C105	50.20'	332.50'	8°39'01"	N48°45'00"E 50.15'
C106	78.42'	332.50'	13°30'49"	N37°40'05"E 78.24'
C107	78.42'	332.50'	13°30'49"	N24°09'15"E 78.24'
C108	83.45'	332.50'	14°22'46"	N10°12'28"E 83.23'
C109	31.08'	332.50'	5°21'21"	N00°20'24"E 31.07'
C110	108.84'	71.50'	87°13'14"	N45°56'53"W 98.63'
C111	91.38'	71.50'	73°13'45"	S53°49'37"W 85.29'
C112	100.26'	1013.50'	5°40'05"	N68°57'51"W 100.22'
C113	30.66'	20.00'	87°49'57"	S26°42'14"E 27.74'

NOTE
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 6016,
PAGES 35-53. (STORMWATER RUNOFF, RETENTION &
TREATED EFFLUENT)

LEGEND	
■	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #8498), UNLESS OTHERWISE NOTED.
□	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #8498)
●	INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #8498 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(1) FLORIDA STATUTES. (SEE NOTE #6.)
C9	INDICATES CURVE NUMBER IN CURVE TABLE
L9	INDICATES LINE NUMBER IN LINE TABLE
CL	INDICATES CENTERLINE
CB	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
CL	INDICATES ARC LENGTH
LB	INDICATES LICENSED BUSINESS
NO.	INDICATES NUMBER
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
POC	INDICATES POINT ON CURVE
PCC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
R	INDICATES RADIUS LENGTH
(R)	INDICATES RADIAL LINE
DRA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
GFE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PG	INDICATES PAGES
SQ FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

PREPARED BY:



VILLAGES OF WEST LAKE UNIT NO. 73

SECTIONS 8, 9 AND 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

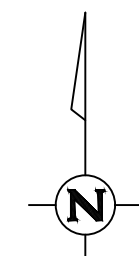
SHEET 4 OF 6

PLAT BOOK

PAGE

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 6016,
PAGES 35-53. (STORMWATER RUNOFF, RETENTION &
TREATED EFFLUENT)



Scale: 1" = 60'
0 60' 120'
SCALE IN FEET

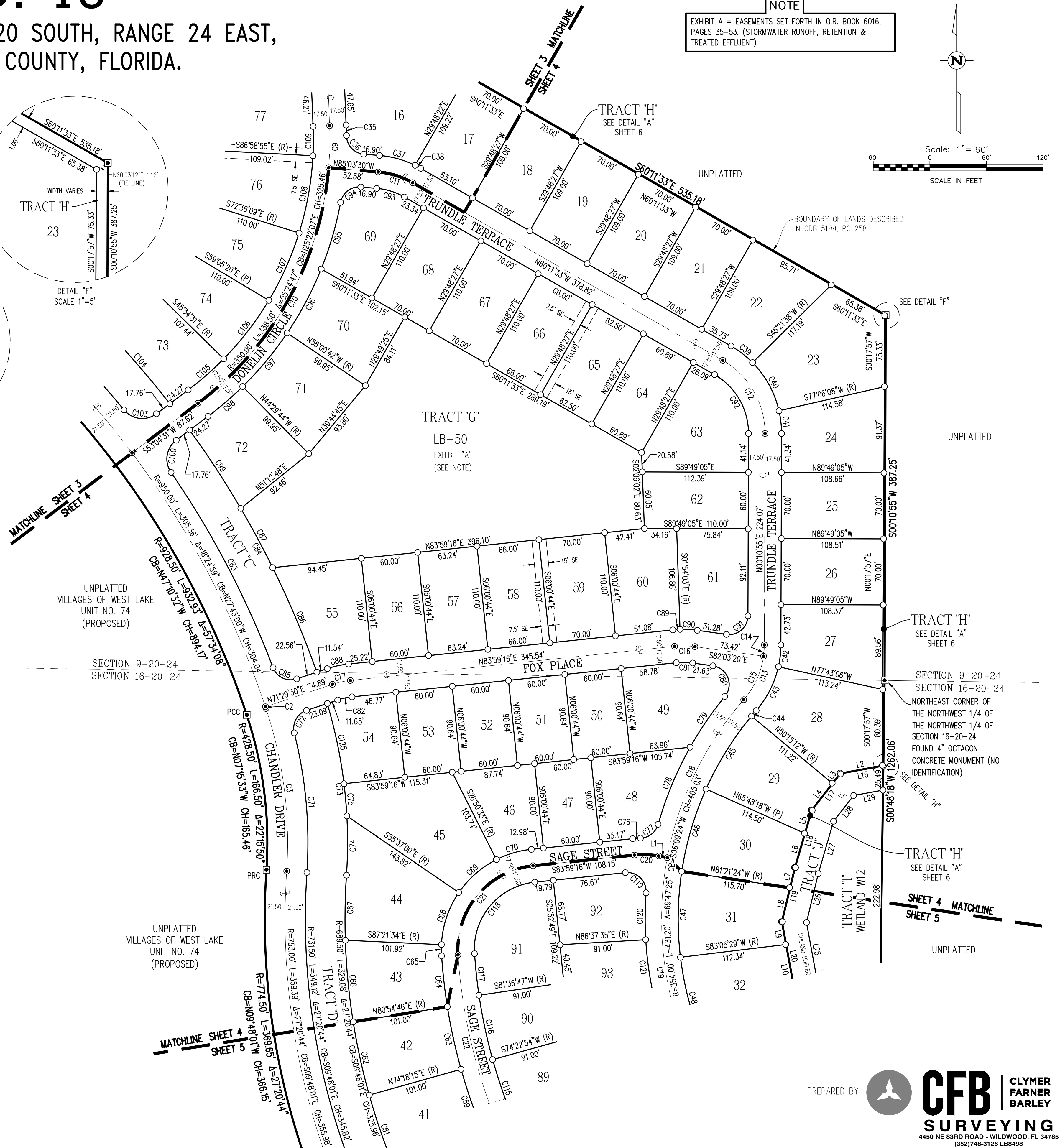
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C2	1.94'	950.00'	0°07'02"	N18°26'59"W	1.94'
C3	174.86'	450.00'	22°15'50"	N07°15'33"W	173.76'
C9	44.47'	350.00'	7°16'46"	N01°18'07"E	44.44'
C10	294.03'	350.00'	48°08'01"	N29°00'30"E	285.46'
C11	38.62'	89.00'	24°51'57"	N72°37'32"W	38.32'
C12	93.78'	89.00'	60°22'28"	N30°00'19"W	89.50'
C13	63.48'	89.00'	40°52'12"	N20°37'01"E	62.15'
C14	12.06'	89.00'	7°45'45"	N04°03'47"E	12.05'
C15	51.43'	89.00'	33°06'26"	N24°29'53"E	50.71'
C16	21.68'	89.00'	13°57'24"	N89°02'02"W	21.63'
C17	19.41'	89.00'	12°29'47"	S77°44'23"W	19.37'
C18	188.14'	354.00'	30°27'03"	S25°49'35"W	185.93'
C19	243.06'	354.00'	39°20'23"	S09°04'08"E	238.31'
C20	25.81'	89.00'	16°36'47"	N87°42'20"W	25.72'
C21	136.37'	89.00'	87°47'36"	S40°05'28"W	123.42'
C22	186.43'	571.00'	18°42'24"	S13°09'32"E	185.60'
C35	11.07'	367.50'	1°43'34"	N01°28'29"W	11.07'
C36	29.48'	20.00'	84°26'48"	S42°50'06"E	26.88'
C37	39.31'	106.50'	21°08'57"	N74°29'01"W	39.09'
C38	6.91'	106.50'	3°43'00"	N62°03'03"W	6.91'
C39	28.91'	106.50'	15°33'11"	N52°24'58"W	28.82'
C40	59.00'	106.50'	31°44'30"	N28°46'07"W	58.25'
C41	24.31'	106.50'	13°04'46"	N06°21'28"W	24.26'
C42	23.28'	106.50'	12°31'26"	N06°26'38"E	23.23'
C43	52.69'	106.50'	28°20'46"	N26°52'44"E	52.15'
C44	7.66'	336.50'	1°18'18"	S40°23'57"W	7.66'
C45	91.34'	336.50'	15°33'06"	S31°58'15"W	91.06'
C46	91.34'	336.50'	15°33'06"	S16°25'09"W	91.06'
C47	91.34'	336.50'	15°33'06"	S00°52'02"W	91.06'
C48	90.02'	336.50'	15°19'39"	S14°34'20"E	89.75'
C59	67.88'	588.50'	6°36'31"	S19°00'01"E	67.84'
C61	79.53'	689.50'	6°36'31"	S19°00'01"E	79.49'
C62	79.53'	689.50'	6°36'31"	S12°23'29"E	79.49'
C63	67.88'	588.50'	6°36'31"	S12°23'29"E	67.84'
C64	54.25'	588.50'	5°16'54"	S06°26'47"E	54.23'
C65	11.98'	106.50'	6°26'46"	S00°34'57"E	11.98'
C66	86.96'	689.50'	7°13'35"	S05°28'26"E	86.90'
C67	69.00'	689.50'	5°44'00"	S01°00'21"W	68.97'
C68	59.00'	106.50'	31°44'34"	S18°30'43"W	58.25'
C69	53.48'	106.50'	28°46'27"	S48°46'13"W	52.92'
C70	38.72'	106.50'	20°49'50"	S73°34'22"W	38.51'
C71	149.15'	471.50'	18°07'29"	N05°11'23"W	148.53'
C72	29.93'	20.00'	85°44'38"	S28°37'11"W	27.21'
C73	184.10'	513.50'	20°32'32"	N06°23'55"W	183.12'
C74	62.85'	513.50'	7°00'44"	N00°21'59"E	62.81'
C75	34.29'	513.50'	3°49'33"	N05°03'09"W	34.28'
C76	8.18'	106.50'	4°23'59"	S86°11'16"W	8.18'
C77	25.38'	20.00'	72°42'39"	N52°01'56"E	23.71'
C78	88.72'	371.50'	13°41'01"	S22°31'07"W	88.51'
C79	65.29'	371.50'	10°04'08"	S34°23'42"W	65.20'
C80	42.41'	20.00'	121°29'06"	N21°18'47"W	34.90'
C81	17.42'	71.50'	13°57'24"	N89°02'02"W	17.37'
C82	15.59'	71.50'	12°29'47"	S77°44'23"W	15.56'
C83	234.07'	971.50'	13°48'16"	N27°34'41"W	233.50'
C84	290.76'	1013.50'	16°26'16"	N27°43'00"W	289.77'
C85	30.66'	20.00'	87°49'57"	S64°35'32"E	27.74'
C86	120.27'	1013.50'	6°47'58"	N22°53'51"W	120.20'
C87	71.36'	1013.50'	4°02'02"	N28°18'51"W	71.34'
C88	23.23'	106.50'	12°29'47"	S77°44'23"W	23.18'
C89	7.64'	106.50'	4°06'41"	S86°02'37"W	7.64'
C90	18.30'	106.50'	9°50'43"	N86°58'41"W	18.28'
C91	34.13'	20.00'	97°45'45"	N49°03'47"E	30.13'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C92	75.34'	71.50'	60°22'28"	N30°00'19"W	71.90'
C93	31.03'	71.50'	24°51'57"	N72°37'32"W	30.79'
C94	29.48'	20.00'	84°26'48"	S52°43'06"W	26.88'
C95	73.68'	367.50'	11°29'16"	N16°14'20"E	73.56'
C96	77.00'	367.50'	12°00'20"	N27°59'08"E	76.86'
C97	73.87'	367.50'	11°30'58"	N39°44'47"E	73.74'
C98	48.56'	367.50'	7°34'15"	N49°17'23"E	48.52'
C99	99.14'	1013.50'	5°36'16"	N33°08'00"W	99.10'
C100	38.20'	25.00'	87°33'20"	S09°17'51"W	34.59'
C103	38.20'	25.00'	87°33'20"	S83°08'49"E	34.59'
C104	110.34'	1013.50'	6°14'16"	N41°01'59"W	110.28'
C105	50.20'	332.50'	8°39'01"	N48°45'00"E	50.15'
C106	78.42'	332.50'	13°30'49"	N37°40'05"E	78.24'
C107	78.42'	332.50'	13°30'49"	N24°09'15"E	78.24'
C108	83.45'	332.50'	14°22'46"	N10°12'28"E	83.23'
C109	31.08'	332.50'	5°21'21"	N00°20'24"E	31.07'
C115	66.60'	553.50'	6°53'39"	S19°03'55"E	66.56'
C116	69.86'	553.50'	7°13'53"	S12°00'09"E	69.81'
C117	44.26'	553.50'	4°34'53"	S06°05'46"E	44.25'
C118	109.56'	71.50'	87°47'36"	S40°05'28"W	99.15'
C119	35.01'	20.00'	100°18'31"	N45°51'28"W	30.71'
C120	49.73'	371.50'	7°40'12"	S00°27'41"W	49.69'
C121	57.14'	371.50'	8°48'47"	S07°46'48"E	57.09'
C125	86.97'	513.50'	9°42'15"	N11°49'03"W	86.87'

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	4,555	0.10
B	17,510	0.40
C	11,725	0.27
D	23,821	0.55
E	33,325	0.76
F	99,937	2.29
G	65,253	1.50
H	5,072	0.12
I	13,872	0.32
J	8,833	0.20
K	189,221	4.34

LEGEND	
■	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #9498), UNLESS OTHERWISE NOTED.
■	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #9498) INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #9498 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
●	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #5.)
○	INDICATES CURVE NUMBER IN CURVE TABLE
C9	INDICATES LINE NUMBER IN LINE TABLE
△	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CH	INDICATES CHORD BEARING
L	INDICATES CHORD DISTANCE
LB	INDICATES ARC LENGTH
NO.	INDICATES LICENSED BUSINESS
ORB	INDICATES NUMBER
PC	INDICATES OFFICIAL RECORDS BOOK
POC	INDICATES POINT OF CURVATURE
PRC	INDICATES POINT ON CURVE
PT	INDICATES POINT OF COMPOUND CURVATURE
R	INDICATES POINT OF REVERSE CURVATURE
RA	INDICATES POINT OF TANGENCY
RA	INDICATES RADIUS LENGTH
RA	INDICATES RADIAL LINE
RA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
RA	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ. FT.	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

LINE TABLE		
LINE	LENGTH	BEARING
L1	9.20'	N79°23'56"W
L2	45.67'	S79°33'24"W
L3	13.58'	S37°55'18"W
L4	35.86'	S37°55'18"W
L5	25.81'	S16°17'52"W
L6	37.77'	S16°17'52"W
L7	22.17'	S13°33'37"W
L8	37.03'	S13°33'37"W
L9	24.55'	S10°25'22"E
L10	52.24'	S10°25'22"E
L16	46.11'	N79°33'24"E
L17	48.87'	N37°55'18"E
L18	63.36'	N16°17'52"E
L19	58.96'	N13°33'37"E
L20	76.17'	N10°25'22"W
L25	60.48'	N10°25'22"W
L26	53.06'	N13°33'37"E
L27	57.99'	N16°17'52"E
L28	34.59'	N37°55'18"E
L29	31.63'	N79°33'24"E



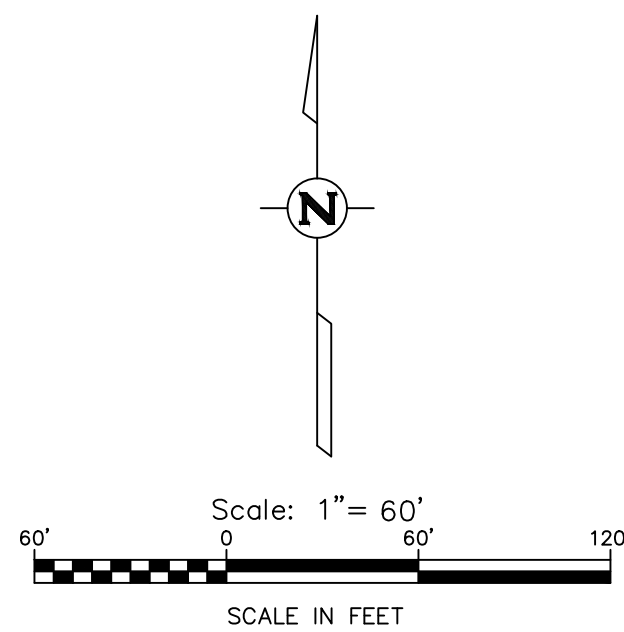
VILLAGES OF WEST LAKE UNIT NO. 73

SECTIONS 8, 9 AND 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 5 OF 6

PLAT BOOK

PAGE



TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	4,555	0.10
B	17,510	0.40
C	11,725	0.27
D	23,821	0.55
E	33,325	0.76
F	99,937	2.29
G	65,253	1.50
H	5,072	0.12
I	13,872	0.32
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K	189,221	4.34

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 6016,
PAGES 35-53. (STORMWATER RUNOFF, RETENTION &
TREATED EFFLUENT)

LEGEND

- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #8498), UNLESS OTHERWISE NOTED.
- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #8498)
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- INDICATES CURVE NUMBER IN CURVE TABLE
- INDICATES LINE NUMBER IN LINE TABLE
- INDICATES CENTERLINE
- INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- INDICATES CHORD BEARING
- INDICATES CHORD DISTANCE
- INDICATES ARC LENGTH
- INDICATES LICENSED BUSINESS
- INDICATES NUMBER
- INDICATES OFFICIAL RECORDS BOOK
- INDICATES POINT OF CURVATURE
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- INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
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- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- POS INDICATES PAGES
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C4	94.98'	1000.00'	5°26'32"	N20°45'07"W	94.95'
C5	72.91'	1000.00'	4°10'38"	N21°23'04"W	72.89'
C6	22.08'	1000.00'	1°15'54"	N18°39'48"W	22.08'
C19	243.06'	354.00'	39°20'23"	S09°04'08"E	238.31'
C20	25.81'	89.00'	16°36'47"	N87°42'20"W	25.72'
C21	136.37'	89.00'	87°47'36"	S40°05'28"W	123.42'
C22	186.43'	571.00'	18°42'24"	S13°09'32"E	185.60'
C23	71.38'	42.50'	96°13'34"	N19°22'28"E	63.28'
C46	91.34'	336.50'	15°33'06"	S16°25'09"W	91.06'
C47	91.34'	336.50'	15°33'06"	S00°52'02"W	91.06'
C48	90.02'	336.50'	15°19'39"	S14°34'20"E	89.75'
C49	38.19'	336.50'	6°30'09"	S25°29'14"E	38.17'
C50	28.88'	60.00'	27°34'54"	N14°56'52"W	28.61'
C51	52.04'	60.00'	49°41'36"	N23°41'23"E	50.42'
C52	19.85'	60.00'	18°57'05"	N58°00'43"E	19.76'
C53	29.85'	20.00'	85°31'07"	S24°43'42"W	27.16'
C54	35.38'	1021.50'	1°59'04"	N22°28'51"W	35.38'
C55	31.77'	20.00'	91°01'26"	S67°00'02"E	28.54'
C56	56.45'	1063.50'	3°02'29"	N21°57'09"W	56.44'
C57	31.42'	20.00'	90°00'00"	N22°29'16"E	28.28'
C58	2.13'	588.50'	0°12'28"	S22°24'30"E	2.13'
C59	67.88'	588.50'	6°36'31"	S19°00'01"E	67.84'
C60	14.06'	689.50'	1°10'07"	S22°53'20"E	14.06'
C61	79.53'	689.50'	6°36'31"	S19°00'01"E	79.49'
C62	79.53'	689.50'	6°36'31"	S12°23'29"E	79.49'
C63	67.88'	588.50'	6°36'31"	S12°23'29"E	67.84'
C64	54.25'	588.50'	5°16'54"	S06°26'47"E	54.23'
C65	11.98'	106.50'	6°26'46"	S00°34'57"E	11.98'
C66	86.96'	689.50'	7°13'35"	S05°28'26"E	86.90'
C67	69.00'	689.50'	5°44'00"	S01°00'21"W	68.97'
C68	59.00'	106.50'	31°44'34"	S18°30'43"W	58.25'
C69	53.48'	106.50'	28°46'27"	S48°46'13"W	52.92'
C70	38.72'	106.50'	20°49'50"	S73°34'22"W	38.51'
C76	8.18'	106.50'	4°23'59"	S86°11'16"W	8.18'
C77	25.38'	20.00'	72°42'39"	N52°01'56"E	23.71'
C78	88.72'	371.50'	13°41'01"	S22°31'07"W	88.51'
C114	31.42'	20.00'	90°00'00"	S67°30'44"E	28.28'
C115	66.60'	553.50'	6°53'39"	S19°03'55"E	66.56'
C116	69.86'	553.50'	7°13'53"	S12°00'09"E	69.81'
C117	44.26'	553.50'	4°34'53"	S06°05'46"E	44.25'
C118	109.56'	71.50'	87°47'36"	S40°05'28"W	99.15'
C119	35.01'	20.00'	100°18'31"	N45°51'28"W	30.71'
C120	49.73'	371.50'	7°40'12"	S00°27'41"W	49.69'
C121	57.14'	371.50'	8°48'47"	S07°46'48"E	57.09'
C122	57.14'	371.50'	8°48'47"	S16°35'35"E	57.09'
C123	50.18'	371.50'	7°44'20"	S24°52'09"E	50.14'
C124	41.99'	25.00'	96°13'34"	N19°22'28"E	37.22'
C131	10.00'	586.50'	0°58'38"	S48°56'20"E	10.00'
C132	8.44'	586.50'	0°49'28"	S49°50'23"E	8.44'
C133	10.10'	586.50'	0°59'12"	S50°44'43"E	10.10'

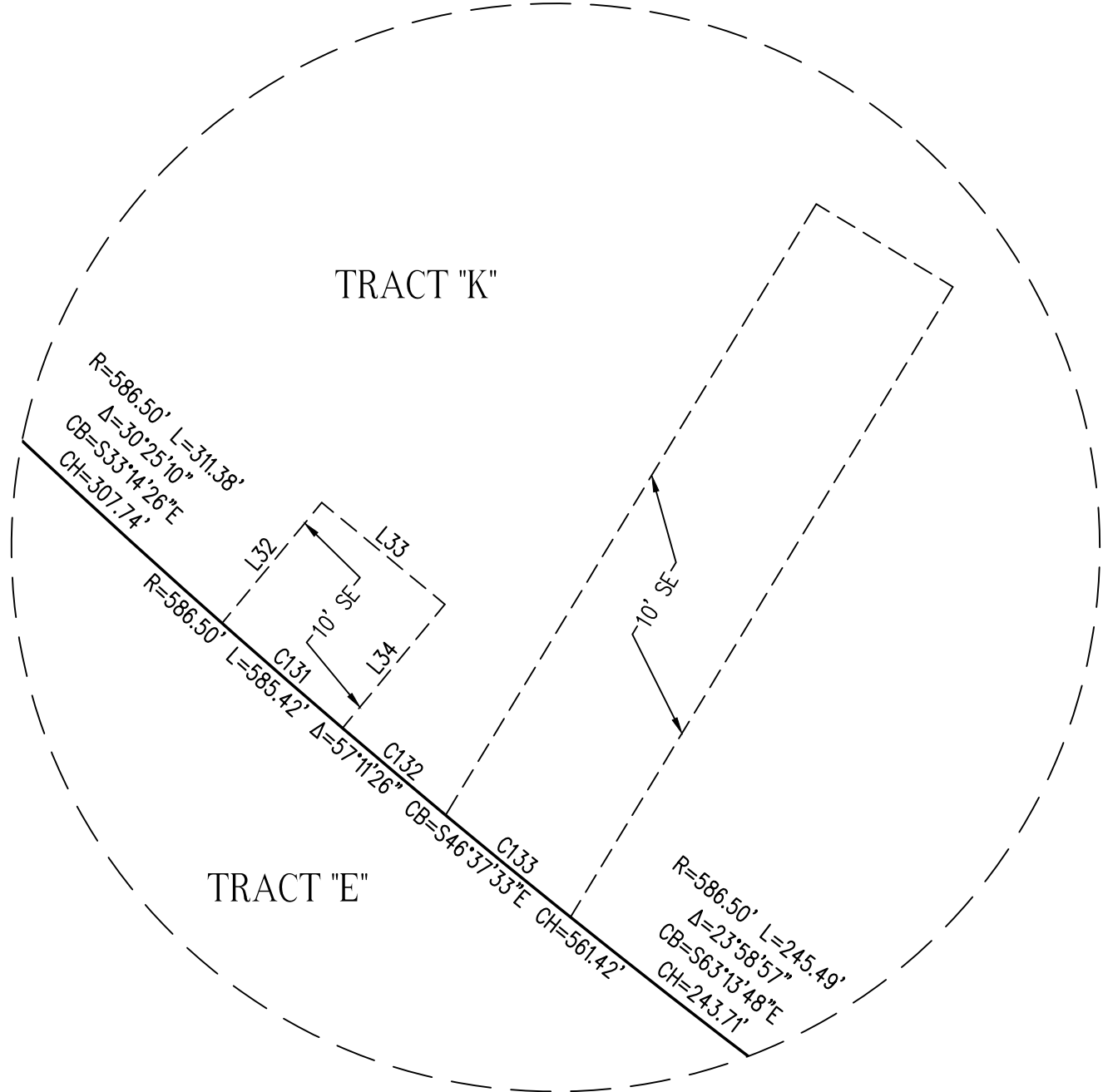
LINE TABLE		
LINE	LENGTH	BEARING
L1	9.20'	N79°23'56"W
L5	25.81'	S16°17'52"W
L6	37.77'	S16°17'52"W
L7	22.17'	S13°33'37"W
L8	37.03'	S13°33'37"W
L9	24.55'	S10°25'22"E
L10	52.24'	S10°25'22"E
L11	11.50'	S55°29'30"E
L12	73.52'	S55°29'30"E
L13	60.03'	S0°48'18"W
L14	37.26'	S0°48'18"W
L15	20.00'	S89°54'06"E
L18	63.36'	N16°17'52"E
L19	58.96'	N13°33'37"E
L20	76.17'	N10°25'22"W
L21	63.25'	N55°29'30"W
L22	37.31'	S86°30'31"W
L23	30.58'	S86°30'31"W
L24	44.27'	N55°29'30"W
L25	60.48'	N10°25'22"W
L26	53.06'	N13°33'37"E
L27	57.99'	N16°17'52"E
L32	9.80'	N39°33'58"E
L33	10.00'	S50°26'02"E
L34	10.06'	N39°33'58"E
L35	44.76'	N31°14'12"E
L36	10.00'	S58°45'48"E
L37	46.16'	N31°14'12"E

UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 74
(PROPOSED)

MATCHLINE SHEET 4
SHEET 5

R=978.50' L=92.94'
Δ=5°26'32"
CB=N20°45'07"W
CH=92.91'

UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 75
(PROPOSED)



DETAIL "G"
SCALE 1"=10'

UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 76
(PROPOSED)

TRACT "H"
SEE DETAIL "A"
SHEET 6

MATCHLINE
SHEET 4
SHEET 5

UNPLATTED

TRACT "H"
SEE DETAIL "A"
SHEET 6

BOUNDARY OF LANDS DESCRIBED
IN ORB 5199, PG 258

TRACT "H"

UNPLATTED

UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 81
(PROPOSED)

PREPARED BY:

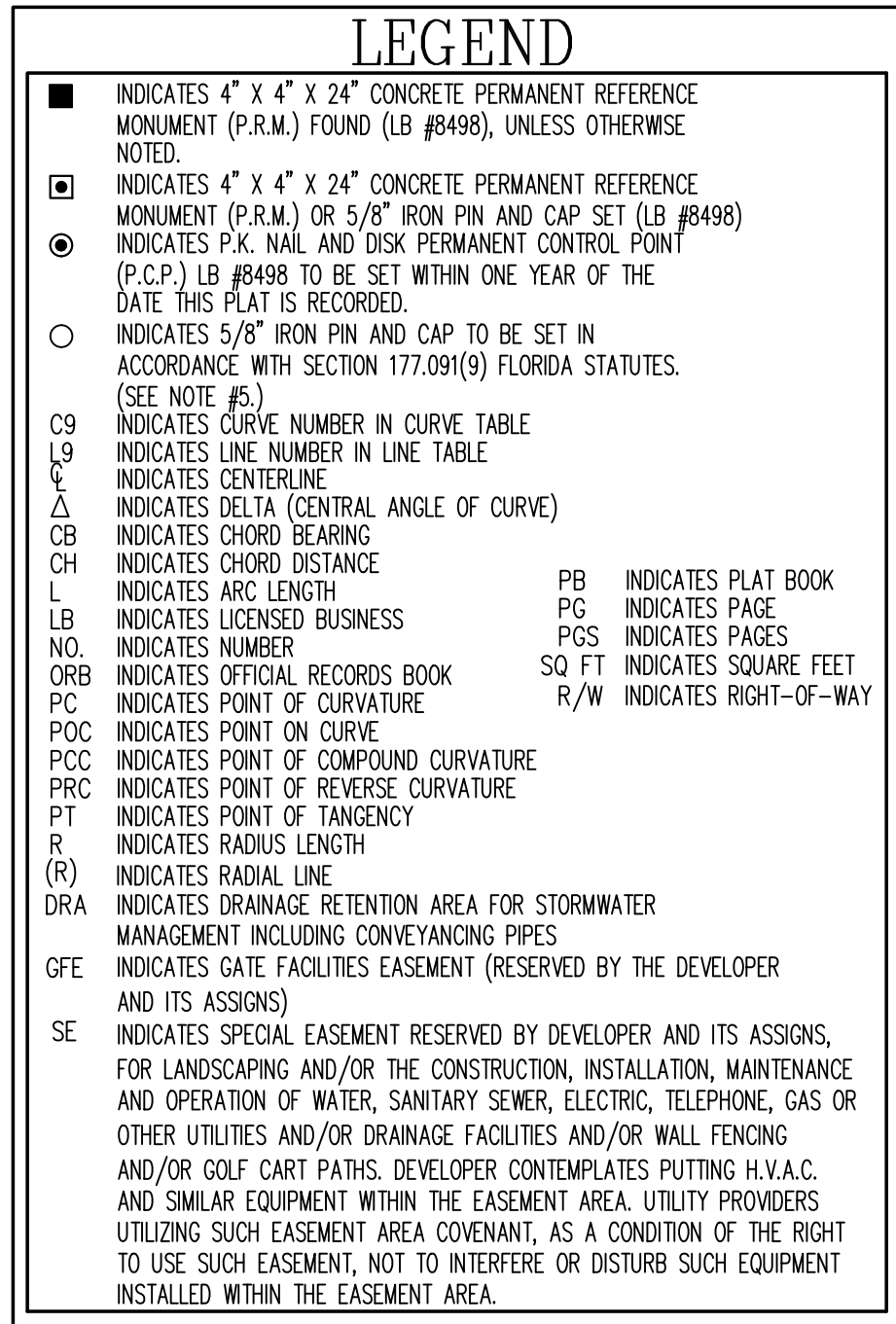


CFB
SURVEYING

4450 NE 83RD ROAD - WILLOWOOD, FL 34785
(352) 748-3126 LB0498

CLYMER
FARNER
BARLEY

SHEET 6 OF 6 PLAT BOOK _____
 PAGE _____



LINE TABLE		
LINE	LENGTH	BEARING
L2	45.67'	S79°33'24"W
L3	13.61'	S3°55'18"W
L4	35.83'	S3°55'18"W
L5	25.81'	S16°17'52"W
L6	37.77'	S16°17'52"W
L7	22.17'	S13°33'37"W
L8	37.03'	S13°33'37"W
L9	24.55'	S10°25'22"E
L10	52.24'	S16°55'18"E
L11	11.50'	S55°29'30"E
L12	73.52'	S55°29'30"E
L13	60.03'	S0°48'18"W
L14	37.26'	S0°48'18"W
L16	46.11'	N79°33'24"E
L17	48.87'	N16°55'18"E
L18	63.36'	N16°17'52"E
L19	58.96'	N13°33'37"E
L20	76.17'	N10°25'22"W
L21	63.25'	N55°29'30"W
L22	37.31'	S86°30'31"W
L23	30.58'	S86°30'31"W
L24	44.27'	N55°29'30"W
L25	60.48'	N10°25'22"W
L26	53.06'	N13°33'37"E
L27	57.99'	N16°17'52"E
L28	34.59'	N55°55'18"E
L29	31.63'	N79°33'24"E

TRACT	SQ FT	ACREAGE
A	4,555	0.10
B	17,510	0.40
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I	13,872	0.32
J	8,833	0.20
K	189,221	4.34

NOTE
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 6016,
PAGES 35-53. (STORMWATER RUNOFF, RETENTION &
TREATED EFFLUENT)

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: March 13, 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 Villages of West Lake Unit No. 76, a subdivision of the City of Leesburg, Florida, being a portion of Section 16, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 76)

Staff Recommendation:

Staff recommends approval of the plat for Villages of West Lake Unit No. 76 Subdivision.

Analysis:

The property is generally located east of County Road 470. The proposal is for approval of a plat consisting of 48 single-family residential lots. The review process for zoning, site plan and construction plans has been completed. Approval of this plat will complete the project review process and allow for the applicant(s) to apply for building permits, construct, and sell homes within this new subdivision.

Procurement Analysis:

N/A

Options:

1. Approve the request for a plat of the new Villages of West Lake Unit No. 76 subdivision; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

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

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A PLAT FOR VILLAGES OF WEST LAKE UNIT NO. 76, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND ACCEPTING AND DEDICATING TO THE USE OF THE PUBLIC ANY EASEMENTS OR PUBLIC PLACES SHOWN THEREON AS BEING DEDICATED TO THE PUBLIC; AND PROVIDING AN EFFECTIVE DATE. (VILLAGES OF WEST LAKE UNIT NO. 76)

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

THAT the plat of the following described lands, which is named Villages of West Lake Unit No. 76 is hereby approved and accepted by the City of Leesburg, Florida; being

A PARCEL OF LAND LYING WITHIN THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE ALONG THE WEST LINE THEREOF RUN S00°46'52"W, 1301.29 FEET; THENCE DEPARTING SAID WEST LINE RUN S89°13'08"E, 50.00 FEET TO THE EASTERLY 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) FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN N68°18'26"E, 668.53 FEET; THENCE S28°03'32"E, 89.20 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 82.50 FEET AND A CHORD BEARING AND DISTANCE OF N56°36'34"E, 3.82 FEET TO WHICH A RADIAL LINE BEARS S32°03'49"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°39'13", AN ARC DISTANCE OF 3.82 FEET TO THE POINT OF TANGENCY; THENCE N55°16'58"E, 56.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°33'42", AN ARC DISTANCE OF 1.64 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 60°00'00", AN ARC DISTANCE OF 26.18 FEET; THENCE ALONG A RADIAL LINE RUN N86°50'39"E, 35.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING AND DISTANCE OF S31°46'07"E, 23.94 FEET TO WHICH A RADIAL LINE BEARS S86°50'39"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 57°13'32", AN ARC DISTANCE OF 24.97 FEET; THENCE ALONG A NON-TANGENT LINE RUN N25°41'22"E, 19.96 FEET; THENCE N55°03'52"E, 114.39 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 671.50 FEET AND A CHORD BEARING AND DISTANCE OF S49°01'39"E, 327.00 FEET TO WHICH A RADIAL LINE BEARS S55°03'52"W; THENCE SOUTHEASTERLY ALONG THE ARC

OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°11'03", AN ARC DISTANCE OF 330.32 FEET; THENCE ALONG A NON-TANGENT LINE RUN S38°28'42"W, 234.11 FEET; THENCE S66°53'43"W, 131.88 FEET; THENCE S49°36'10"W, 135.85 FEET; THENCE S62°02'41"W, 140.07 FEET; THENCE N26°07'54"W, 140.95 FEET; THENCE S63°52'06"W, 4.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 517.50 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°44'58", AN ARC DISTANCE OF 97.09 FEET TO THE POINT OF TANGENCY; THENCE S74°37'04"W, 134.05 FEET; THENCE S15°22'56"E, 73.19 FEET; THENCE S22°38'34"W, 18.80 FEET; THENCE S23°14'16"W, 39.47 FEET; THENCE S19°51'06"W, 127.55 FEET; THENCE S13°21'54"W, 73.40 FEET; THENCE S00°54'24"W, 86.39 FEET; THENCE S14°17'56"E, 129.91 FEET; THENCE S48°12'27"W, 143.77 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1,095.82 FEET AND A CHORD BEARING AND DISTANCE OF N17°25'41"W, 684.86 FEET TO WHICH A RADIAL LINE BEARS S54°21'46"W; SAID POINT ALSO BEING ON AFORESAID EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 470; THE FOLLOWING TWO (2) COURSES BEING ALONG SAID EASTERLY RIGHT OF WAY LINE: RUN NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°25'05", AN ARC DISTANCE OF 696.52 FEET TO THE POINT OF TANGENCY; THENCE N00°46'52"E, 227.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.65 ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 76 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 13th day of March 2023.

Mayor

ATTEST:

City Clerk

VILLAGES OF WEST LAKE UNIT NO. 76

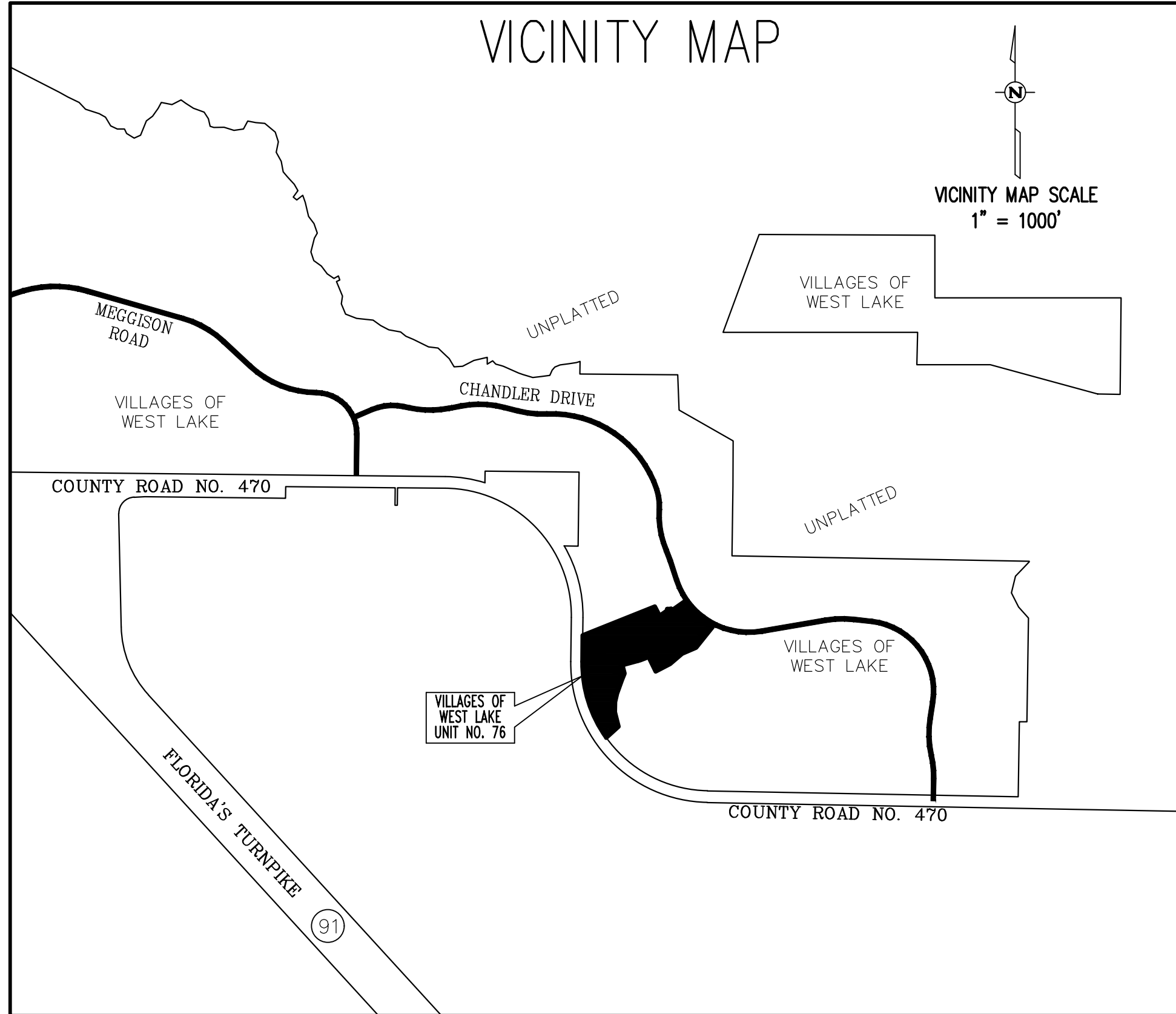
SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE ALONG THE WEST LINE THEREOF RUN S00°46'52"W, 1301.29 FEET; THENCE DEPARTING SAID WEST LINE RUN S89°13'08"E, 50.00 FEET TO THE EASTERLY 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) FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN N68°18'26"E, 668.53 FEET; THENCE S28°03'32"E, 89.20 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 82.50 FEET AND A CHORD BEARING AND DISTANCE OF N56°36'34"E, 3.82 FEET TO WHICH A RADIAL LINE BEARS S32°03'49"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°39'13", AN ARC DISTANCE OF 3.82 FEET TO THE POINT OF TANGENCY; THENCE N55°16'58"E, 56.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°33'42", AN ARC DISTANCE OF 1.64 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 60°00'00", AN ARC DISTANCE OF 26.18 FEET; THENCE ALONG A RADIAL LINE RUN N86°50'39"E, 35.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING AND DISTANCE OF S31°46'07"E, 23.94 FEET TO WHICH A RADIAL LINE BEARS S86°50'39"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 57°13'32", AN ARC DISTANCE OF 24.97 FEET; THENCE ALONG A NON-TANGENT LINE RUN N25°41'22"E, 19.96 FEET; THENCE N55°03'52"E, 114.39 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 671.50 FEET AND A CHORD BEARING AND DISTANCE OF S49°01'39"E, 327.00 FEET TO WHICH A RADIAL LINE BEARS S55°03'52"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°11'03", AN ARC DISTANCE OF 330.32 FEET; THENCE ALONG A NON-TANGENT LINE RUN S38°28'42"W, 234.11 FEET; THENCE S66°53'43"W, 131.88 FEET; THENCE S49°36'10"W, 135.85 FEET; THENCE S62°02'41"W, 140.07 FEET; THENCE N26°07'54"W, 140.95 FEET; THENCE S63°52'06"W, 4.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 517.50 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°44'58", AN ARC DISTANCE OF 97.09 FEET TO THE POINT OF TANGENCY; THENCE S74°37'04"W, 134.05 FEET; THENCE S15°22'56"E, 73.19 FEET; THENCE S22°38'34"W, 18.80 FEET; THENCE S23°14'16"W, 39.47 FEET; THENCE S19°51'06"W, 127.55 FEET; THENCE S13°21'54"W, 73.40 FEET; THENCE S00°54'24"W, 86.39 FEET; THENCE S14°17'56"E, 129.91 FEET; THENCE S48°12'27"W, 143.77 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1,095.82 FEET AND A CHORD BEARING AND DISTANCE OF N17°25'41"W, 684.86 FEET TO WHICH A RADIAL LINE BEARS S54°21'46"W; SAID POINT ALSO BEING ON AFORESAID EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 470; THE FOLLOWING TWO (2) COURSES BEING ALONG SAID EASTERLY RIGHT OF WAY LINE: RUN NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°25'05", AN ARC DISTANCE OF 696.52 FEET TO THE POINT OF TANGENCY; THENCE N00°46'52"E, 227.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.65 ACRES, MORE OR LESS.



48 LOTS – 5 TRACTS

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

NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AS DERIVED FROM THE L-NET NETWORK (TOPNET ONSS NETWORK). AS A REFERENCE, THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, HAS A BEARING OF SOUTH 00°46'52" WEST.

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

3.) ALL DISTANCES SHOWN ARE IN FEET.

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

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

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

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

8.) TRACTS "A" AND "B" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.

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

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

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

SHEET 1 OF 2

PLAT BOOK _____

PAGE _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES LAND COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF WEST LAKE UNIT NO. 76, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF LEESBURG AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C", "D" AND "E" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14.

WITNESSES:

(1) _____

SIGNATURE

PRINT NAME

(2) _____

SIGNATURE

PRINT NAME

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

BY: _____
MARTIN L. DZURO,
MANAGER

WITNESSES:

(1) _____

SIGNATURE

PRINT NAME

(2) _____

SIGNATURE

PRINT NAME

VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14

BY: _____
C. DALE BORROWMAN,
CHAIR

STATE OF FLORIDA
COUNTY OF SUMTER

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

NOTARY PUBLIC – STATE OF FLORIDA

PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

STATE OF FLORIDA
COUNTY OF SUMTER

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

NOTARY PUBLIC – STATE OF FLORIDA

PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

CERTIFICATE OF SURVEYOR

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

DATE: _____

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

SEAL

STATEMENT OF REVIEWER

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

DATE: _____

SIGNATURE

REGISTRATION NUMBER _____

PRINT NAME
WADE SURVEYING, INC. FOR CITY OF LEESBURG, FLORIDA

SEAL

PREPARED BY:



CFB
CLYMER
FARNER
BARLEY

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

VILLAGES OF WEST LAKE UNIT NO. 76

SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

POINT OF
COMMENCEMENT

NORTHWEST CORNER OF
THE NORTHWEST 1/4 OF
SECTION 16-20-24
FOUND 6"X6" CONCRETE
MONUMENT NO IDENTIFICATION
(PYRAMID TOP)

POINT OF
BEGINNING

WEST LINE OF THE NORTHWEST 1/4
OF SECTION 16-20-24

SECTION 17-20-24
SECTION 16-20-24

COUNTY ROAD NO. 470
RIGHT-OF-WAY LINE
100' WIDE RIGHT-OF-WAY
PER
FLORIDA STATUTES
(SECTION 16-20-24)

TRACT "E"
LB-52
EXHIBIT "A"
(SEE NOTE)

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	4,435	0.10
B	2,883	0.07
C	16,977	0.39
D	1,726	0.04
E	101,659	2.33

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 6016,
PAGE 35, (STORMWATER RUNOFF, RETENTION & TREATED
EFFLUENT)

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.
C1	3.82'	82.50'	2°39'13"	N56°36'34"E
C2	1.64'	60.00'	1°33'42"	N56°03'49"E
C3	26.18'	25.00'	60°00'00"	N26°50'39"E
C4	24.97'	25.00'	57°13'32"	S31°46'07"E
C5	118.36'	696.50'	9°44'11"	S57°49'47"E
C6	61.48'	217.50'	16°11'43"	N46°34'33"E
C7	34.90'	217.50'	9°11'41"	N59°16'15"E
C8	46.36'	106.50'	24°56'21"	N87°05'14"E
C9	16.02'	106.50'	8°36'57"	S76°08'06"E
C10	51.10'	106.50'	27°29'37"	S58°04'49"E
C11	56.22'	106.50'	30°14'54"	S29°12'34"E
C12	58.02'	1075.82'	3°05'24"	S00°55'57"E
C13	3.18'	1075.82'	0°10'10"	S00°41'50"W
C14	21.18'	106.50'	11°23'36"	S08°23'19"E
C15	31.28'	106.50'	16°49'47"	S05°43'23"W
C16	50.60'	106.50'	27°13'17"	S27°44'56"W
C17	50.09'	106.50'	26°56'52"	S54°50'00"W
C18	14.93'	82.50'	10°22'15"	N63°07'18"E
C19	101.30'	831.50'	6°58'49"	S41°03'06"E
C20	38.03'	25.00'	87°09'21"	N81°08'22"W
C21	26.71'	117.50'	13°01'28"	N61°47'42"E
C22	88.60'	71.50'	70°59'57"	S32°48'28"W
C23	128.15'	71.50'	102°41'25"	S54°02'13"E
C24	63.64'	482.50'	7°33'25"	N70°50'22"E
C25	26.89'	482.50'	3°11'34"	N65°27'52"E
C26	62.11'	182.50'	19°30'03"	N54°07'04"E
C27	32.57'	20.00'	93°18'26"	N02°17'11"W
C28	63.83'	831.50'	4°23'54"	S46°44'27"E
C29	32.38'	20.00'	92°46'05"	N84°51'44"E
C30	53.50'	796.50'	3°50'56"	S46°49'45"E
C31	62.94'	696.50'	5°10'38"	S47°29'36"E
C32	58.17'	696.50'	4°47'08"	S42°30'44"E
C33	66.53'	796.50'	4°47'08"	S42°30'44"E
C34	35.56'	796.50'	2°33'28"	S38°50'26"E
C35	26.80'	60.00'	25°35'39"	N50°21'31"W
C36	1.21'	25.00'	2°46'28"	S61°46'07"E
C37	63.02'	696.50'	5°11'02"	S37°31'39"E
C38	36.43'	671.50'	3°06'31"	S53°04'34"E
C39	36.43'	671.50'	3°06'31"	S49°58'03"E
C40	88.63'	200.00'	25°23'24"	N51°10'24"E
C41	93.81'	500.00'	10°44'59"	N69°14'35"E
C42	159.51'	89.00'	102°41'25"	S54°02'13"E
C43	110.29'	89.00'	70°59'57"	S32°48'28"W
C44	22.73'	100.00'	13°01'29"	N61°47'42"E
C45	64.65'	42.50'	87°09'21"	N81°08'22"W
C46	23.41'	42.50'	31°33'42"	S71°03'49"W
C47	41.24'	42.50'	55°35'39"	N65°21'31"W
C48	198.33'	814.00'	13°57'37"	S44°32'30"E
C49	157.96'	671.50'	13°28'40"	S41°40'27"E
C50	184.13'	696.50'	15°08'48"	S42°30'31"E
C51	30.33'	20.00'	86°53'29"	N04°58'03"W
C52	30.33'	20.00'	86°53'29"	S81°55'26"W
C53	99.49'	671.50'	8°29'21"	S58°52'30"E
C54	134.95'	1075.82'	7°11'13"	S02°48'42"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.
C55	73.75'	1075.82'	3°55'39"	S04°28'29"E
C56	16.23'	63.75'	14°34'55"	S05°35'44"E
C57	75.17'	662.08'	6°30'18"	S17°07'17"E
C58	37.15'	1075.82'	1°58'42"	S34°31'59"E

LINE TABLE		
LINE	LENGTH	BEARING
L1	56.37'	N55°16'58"E
L2	19.96'	N25°41'22"E
L3	0.92'	N68°18'26"E
L4	1.37'	N55°16'58"E
L5	15.94'	S66°22'10"W
L6	10.50'	S63°52'06"W
L7	56.37'	N55°16'58"E
L8	31.11'	S37°09'21"E
L9	17.50'	N86°50'39"E

LINE TABLE		
LINE	LENGTH	BEARING
L10	17.50'	N86°50'39"E
L11	5.80'	N38°28'42"E
L12	5.80'	N38°28'42"E
L13	21.64'	N68°18'26"E
L14	19.81'	N05°59'09"E
L15	46.14'	N35°34'28"W
L16	7.65'	N45°25'03"W
L17	20.12'	S48°12'27"W

LEGEND

- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709) INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(9) FLORIDA STATUTES. (SEE NOTE #5.)
- INDICATES CURVE NUMBER IN CURVE TABLE
- INDICATES LINE NUMBER IN LINE TABLE
- INDICATES CENTERLINE
- INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- INDICATES CHORD BEARING
- INDICATES CHORD DISTANCE
- INDICATES ARC LENGTH
- INDICATES LICENSED BUSINESS
| NO. | INDICATES NUMBER | PG. | INDICATES PAGE |
| ORB | INDICATES OFFICIAL RECORDS BOOK | SQ. FT. | INDICATES SQUARE FEET |
| PC | INDICATES POINT OF CURVATURE | R/W | INDICATES RIGHT-OF-WAY |
| POC | INDICATES POINT ON CURVE | | |
| PCC | INDICATES POINT OF COMPOUND CURVATURE | | |
| PRC | INDICATES POINT OF REVERSE CURVATURE | | |
| PT | INDICATES POINT OF TANGENCY | | |
| R | INDICATES RADIUS LENGTH | | |
| (R) | INDICATES RADIAL LINE | | |
| DRA | INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES | | |
| GFE | INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS) | | |
| SE | INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA. | | |

PREPARED BY:



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

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: March 13, 2023

From: Robert Hicks, (Police Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida adopting the expenditure and implementation of two (2) Crime Scene Technician position(s) and two (2) Police Services Aide position(s) within the Police Department; and providing an effective date.

Staff Recommendation:

With the significant increase in residential and business construction throughout the city, the Police department requests to add the following four new positions to augment police services within the department. Both the Crime Scene Technicians (2) and Police Services Aids (2) will be new programs within the Department aimed at addressing the aforementioned growth and continuing to provide quality service to our new and existing citizens. Additionally, the new positions will allow more time for the sworn officers to focus on crime suppression, reduce response time to calls for service, traffic safety and enforcement, and investigative functions.

These four new positions will consist of trained civilian staff as Crime Scene Technicians and Police Services Aides. These are new specialized positions, specifically designed to enhance our existing police services and to increase operational effectiveness. The proposed positions would be at the following Pay Grades 124 or \$20.24 hourly minimum to \$28.02 hourly maximum. These positions would be effective April 1, 2023 and assumed to be hired in May 2023.

Additionally, staff is seeking approval for the aforementioned positions and to request available Police Impact Fees be utilized for training and equipping these positions, which is approximately \$75,000.

Analysis:

Our city is experiencing a tremendous amount of growth through residential, commercial and infrastructure expansion which will create deficiencies in our response times, crime suppression and criminal investigation effectiveness. We have already experienced an influx of criminal activity within the new construction areas. Adjacent municipalities have and still are experiencing the same trends. We are still committed to increasing sworn officer numbers, which remains part of our long-term strategic plan to coincide with our community growth needs. We are also looking at progressive ways to take parallel steps to help augment our current and future patrol allocations to better serve the community.

Despite the Police Department's aggressive recruitment and retention efforts for sworn officers. We are not immune to the current difficulties that are impacting our country, state, county and municipal

enforcement agencies when it comes to hiring, retaining personnel and filling unusually high vacancies. Although our current vacancies are within industry standards or slightly better than national trends, we continue tracking at an average of 6-7 officers consistently, which is insufficient to meet our policing needs.

The new Police Services Aide(s) will assist Uniform Patrol with traffic crash investigations, disabled vehicles, funeral escorts, parking complaints, equipment checks, and documenting complaints not requiring a sworn officer. Examples of some of these complaints would be lost property, found property, damaged property, and other non-emergency calls.

The new Crime Scene Technician(s) will primarily process crime scenes for latent fingerprints, DNA, photographic evidence, measurements, and all other potential evidence. The technician (s) will collect evidence, perform fingerprint analysis and comparisons, and appropriately package, transport, preserve, and assist in legal timely evidence destruction.

It is our mission and vision to meet or exceed our community's demands for high levels of police service. Saying we're short-staffed isn't an option, particularly considering the extensive growth we've experienced over the next several years. While we acknowledge the difficulties associated with hiring and retaining qualified sworn officers, we believe our implementation of these new specialized civilian positions is the most progressive and professional step to take to serve our growing community.

Procurement Analysis:

N/A

Options:

1. Approve the positions and expenditure as presented in the FY 23 budget year; or
2. Approve the positions and expenditure as presented in the FY 24 budget year, or;
3. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

The estimate for the current year of five month's salary and benefits is \$103,132.00 total for the four positions (May- September 2023). Due to several vacancies, the current Police personnel budget has adequate funds to absorb this expense. Additionally, an estimated \$75,000 will be needed to purchase a vehicle and necessary equipment for these positions. A budget adjustment will be necessary to add these funds to the current budget utilizing available Police Impact Fees. These positions will also be added to the FY 24 budget at a cost of \$64,109.00 each for a total cost of \$256,436.00.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA ADOPTING THE EXPENDITURE AND IMPLEMENTATION OF TWO (2) CRIME SCENE TECHNICIAN POSITION(S) AND TWO (2) POLICE SERVICES AIDE POSITION(S) WITHIN THE POLICE DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City Commission hereby authorizes the addition of two (2) Crime Scene Technician position(s) and two (2) Police Services Aide position(s). Additionally, the City Commission authorizes the expenditures necessary to outfit these positions (vehicle and equipment). These positions will also be added to the FY 24 budget.

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 13th day of March 2023.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: March 13, 2023

From: Travis Rima, (Recreation Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an agreement to accept a TDC grant between Lake County, Florida and the City of Leesburg; and providing an effective date.

Staff Recommendation:

Staff recommends accepting the TDC Grant funding and agreement from Lake County including the proposed edits and proposed reimbursement methodology (Schedule A of attached agreement).

Analysis:

On August 8, 2022 the Leesburg City Commission granted Recreation Staff permission to pursue grant funding for the Susan Street Sports Complex project through the Lake County TDC Capital Projects Funding Program. Recreation Staff submitted an application for \$1,000,000 during the October 2022 capital funding application process. The Lake County TDC board provided a recommendation to the Lake County Board of County Commissioners to award \$996,000 to the COL for this project. The attached agreement from Lake County BCC sets forth the terms in which the grant is to be awarded. Recreation Staff, along with partners Alison Strange & Associates, have provided suggested additions to the agreement.

Included in the Lake County TDC board recommendation is section 6; Performance Measures: Repayment. The inclusion of this clause is the first repayment "Clawback" provision to be included in a TDC board recommendation. Per the agreement the City and the TDC were tasked with creating and mutually agreeing upon a reimbursement methodology. Recreation Staff created "Schedule A" for this reimbursement methodology.

Procurement Analysis:

N/A

Options:

1. Approve the acceptance of the funding along with the agreement parameters and reimbursement methodology; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current project budget includes \$3,000,000. A budget adjustment will be necessary to add these funds to the current budget.

Account No. 031-0000-337-4300

WF No. WF1471073

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT TO ACCEPT A TDC GRANT BETWEEN LAKE COUNTY,
FLORIDA AND THE CITY OF LEESBURG; AND PROVIDING AN
EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Lake County, Florida, for acceptance of the Lake County TDC Grant funding agreement in the amount of \$996,000.

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 13th day of March 2023.

Mayor

ATTEST:

City Clerk

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA
AND
CITY OF LEESBURG
FOR CAPITAL PROJECTS FUNDING PROGRAM**

THIS AGREEMENT is entered into by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the “COUNTY,” and the City of Leesburg, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as “AGENCY.”

WHEREAS, the Lake County Tourist Development Tax was created to fund the advancement of tourism and attract tourists to visit Lake County; and

WHEREAS, the Board of County Commissioners established a Capital Projects Funding Program from the Tourist Development Tax to assist agencies in establishing new or refurbishing existing facilities or infrastructures that are for recreational activities, cultural events and performances that host events in Lake County whose primary goal and purpose is to bring substantial numbers of tourists. Such facilities and infrastructures must be either (1) publicly owned and operated by not-for-profit organizations and open to the public or (2) publicly owned and operated by a public entity; and

WHEREAS, the AGENCY is desirous of establishing and maintaining such facilities pursuant to the terms of this Agreement; and

WHEREAS, this Agreement is in the best interests of the parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises and covenants set forth herein, the parties agree as follows:

1. Legal Findings of Fact. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this agreement upon adoption hereof.

2. Capital Projects. In order to be eligible for funding under this Agreement, the project must consist of one of the following:

- A. New construction, expansion, remodeling, or a replacement project for an existing facility or facilities. The project must have a total cost of at least \$25,000 over the life of the project and a useful life of at least ten (10) years.
- B. A purchase of major equipment (assets) costing \$25,000 or more with a useful life of at least ten (10) years.

- C. A major maintenance or rehabilitation project for existing facilities with a cost of \$25,000 or more and a useful life of at least ten (10) years.

The capital project shall be for the purpose of establishing new or refurbishing existing facilities or infrastructures that are for recreational activities, cultural events and performances that host events in Lake County whose primary goal and purpose is to bring substantial numbers of tourists. Such facilities and infrastructures must be either (1) publicly owned and operated by not-for-profit organizations and open to the public or (2) publicly owned and operated by a public entity.

The capital project approved for funding pursuant to this Agreement is identified as follows:

Project Name: Susan Street Sports Complex Project
Project Location: Susan Street Sports Complex, Leesburg, FL
Project Description: The AGENCY’S Susan Street Sports Complex is a 26-acre sports venue that currently consists of four youth baseball fields, one multipurpose field, restrooms, concessions, and a scorer’s tower. The AGENCY desires to complete a new construction project that will include:

- Removal of all existing fields and facilities.
- A 300-400 seat stadium with field turf playing surface, locker rooms, concessions, restrooms, and an office building.
- Four (4) multi-purpose fields.
- Enhanced entrance and parking lots.
- Equipment building.
- Perimeter fencing.
- Complex signage.

A full description of the capital project is included in **Exhibit A**, attached hereto and incorporated herein by reference. The AGENCY certifies by execution hereof that the capital project, upon completion, is estimated to create the following room nights:

Average Annual Projected Room Nights: 11,257 by Year 3 (post-construction)

3. Project Commencement/Term. The AGENCY shall commence the capital project within one hundred eighty (180) days of the full execution of this Agreement. If the AGENCY does not commence the capital project within this time frame, the COUNTY shall have the option of terminating this Agreement and reallocating the funding to another agency or project. The COUNTY shall provide the AGENCY written notice of its intent to terminate hereunder, and the AGENCY shall have five (5) business days in which to provide response and to request additional time in which to commence the capital project. Granting a request for an extension of time is solely within the discretion of the COUNTY. The term of this Agreement shall be for a period of five (5) years from the effective date of this Agreement.

4. Funding. The funding provided under this Agreement from the Tourist Development Tax, hereinafter the “TDT Funds,” shall be supplemental in nature and the AGENCY

hereby agrees that in no event shall the funding provided hereunder be the sole source of funding for the capital project. The AGENCY shall provide a fifty percent (50%) match of the budget for the total cost of the capital project. In-kind matches shall be permitted so long as value estimates are verifiable. In-kind matches may include but are not limited to donated goods and services, land, and facilities. The AGENCY shall provide evidence, to the satisfaction of the COUNTY, of other sources, which, when combined, provide for the total funding for the complete capital project.

The capital project is approved for TDT Funds as follows:

Total Project Budget:	<u>\$4,000,000</u>
TDT Funds Approved:	<u>\$996,000</u>

5. Payment. Payments shall be made to the AGENCY at the following milestones: (1) twenty-five percent (25%) completion; (2) fifty percent (50%) completion; (3) seventy-five percent (75%) completion and (4) one hundred percent (100%) completion. The AGENCY shall submit an itemized invoice at each milestone and include documentation sufficient to support the request for payment. The COUNTY has the option to request additional documentation if the COUNTY deems it necessary in order to support the payment. In the event the AGENCY cannot commence the capital project without receiving TDT Funds in advance, the AGENCY may request the initial twenty-five percent (25%) payment at the start of the project; provided, however, that all other milestone payments shall be invoiced at the completion of the milestone. Payments shall only be made to the AGENCY as approved hereunder. In no event shall payments be made directly to any of AGENCY'S vendors or subcontractors. Payments shall be made in accordance with Chapter 218, Part VII, Florida Statutes.

6. Performance Measures; Repayment. In the event the capital project falls short of creating the room nights and/or meeting the development thresholds identified in Section 2 above, ~~within the COUNTY's sole discretion, the AGENCY shall reimburse the COUNTY a prorated portion of the TDT Funds, as determined by the COUNTY. The Tourist Development Council ("TDC") and AGENCY will mutually agree upon the reimbursement methodology and deadlines for such reimbursement, and in the event that the parties are unable to agree, the TDC will submit its recommendation to the Lake County Board of County Commissioners for final approval.~~

formula on Schedule A attached hereto
The COUNTY shall meet with the AGENCY to ascertain the cause for the shortfall. If the cause for the shortfall was within the AGENCY's control, then the BCC may request ...

7. Eligible and Ineligible Uses. The TDT Funds provided hereunder shall only be used for eligible items as defined under Section 125.104, Florida Statutes, and under the County's Tourist Development Plan, Section 13-47, Lake County Code. Eligible uses include but are not limited to the following: construction, extensions, expansion, remodeling, repair and/or improvements, and major equipment (assets) for convention centers, sports stadiums, coliseums, auditoriums or museums. The following uses are ineligible for funding:

- A. Annual operating expenditures.
- B. Legal, medical, engineering, accounting, auditing, planning feasibility studies or other consulting services.

- C. Salaries or supplements to salaries for existing or future staff, or employment of personnel not directly related to the project or event.
- D. Purchasing tangible personal property including but not limited to office furnishings or equipment valued less than \$25,000, permanent collections, or individual pieces of art.
- E. Interest reduction of deficient or loans.
- F. Expenses incurred or obligated prior to or after the funding project period. (Even if related to the capital project, TDT Funds shall not be used to reimburse any expense incurred prior to the full execution of this Agreement.)
- G. Prize money, scholarships, awards, plaques, T-shirts, uniforms or certificates.
- H. Travel.
- I. Projects which are restricted to private or exclusive participation.
- J. Private entertainment, food or beverages.
- K. Expenses to fund other events not recommended or approved by Lake County.

In the event the AGENCY is found to have used the TDT Funds for an ineligible use, the AGENCY must repay the funds to the COUNTY, plus five percent (5%) interest, or the maximum interest permitted by law if lesser.

7. **Reporting Requirements.** The AGENCY shall provide the following reports to the COUNTY:

- A. **Project Status Reports.** Quarterly reports shall be submitted to provide information on the capital project. Quarterly reports are due on the first (1st) day of the third (3rd) month of each calendar quarter. The report should contain a brief narrative summary providing updated information on the capital project, including financial status report for the project, planning and construction related activities.
- B. **Construction Completion Report.** Within forty-five (45) days of the completion of the capital project, the AGENCY shall summarize its efforts by providing the following information:
 - 1. A brief narrative summary of the successful completion of the capital project.
 - 2. An evaluation of the economic impact the capital project has initially had on the County.

3. A financial statement listing all of the revenues received and expenses paid in the course of the development and completion of the capital project that clearly defines how and where the funds were used.
 4. Photographs or video of the capital project and any related events, including time lapses of the construction.
- C. Project Impact Report. No later than January 30th and July 15th of each calendar year after completion of the capital project for a term of five (5) years, the AGENCY shall provide the COUNTY with a detailed report of all events that have taken place as a result of the completion of the capital project funded hereunder. These Project Impact Reports shall include survey results from the registered participants and/or attendees of the events. These surveys shall provide information pertaining to the number of registered participants and/or persons attending the event, the number of nights stayed, food and entertainment budget while visiting, and ways to improve their visit to Lake County. The AGENCY shall also provide survey results from the registered participants or Room Night Certification forms for each event held at the facility funded hereunder for the same five (5) year term. Visit Lake may provide post-event data when available, if event has been approved/awarded TDC Event Sponsorship funding. Project Impact Reports shall also include the following information:
1. Business development and marketing activities for the respective reporting period.
 2. Summary including:
 - i. All new events, visitation and room nights generated during the respective reporting period
 - ii. Total new events, visitation and room nights generated since project completion.
 - iii. Projected event calendar of new tourism related events for upcoming 5-year period.
 3. Flyers, newspaper ads, brochures or marketing efforts utilized to attract tourists. This may include a list of radio stations, magazines, etc.
 4. If events have been held since completion of the capital project, include local attractions that were visited as part of the events, and local restaurants or businesses utilized as part of the event.
 5. Final documented, or if unable to provide actual numbers, estimated number of event participants.
 6. Room Night Certification Form – the AGENCY must make every effort to obtain the number of overnight stays from local hotels within the county that housed those attending the event. This means that for events requiring

registration, the recipient should make available a list of County hotels and encourage overnight stays. For those events that do not require registration, information should be provided during the event to encourage an overnight stay. After the event, the AGENCY shall provide the survey results from the registered attendees at the event or be required to request that the hotels provide information regarding the number of individuals residing at the hotel as a result of the event.

D. The final report of the 5 year reporting term shall include all required items under Section 7(C), Project Impact Report (1-6). Additionally, the final report shall include the following additional information:

1. The final aggregate number of room nights created by the project in the project reporting period (5 years).
2. Actual number of room nights created in project reporting period compared to the projected number of room nights in the project reporting period, as set forth in Section 2 of this document. The following thresholds shall be used for comparison purposes:
 - i. 00% - 20% Project generated 80% or more of the actual room nights compared to projected room nights
 - ii. 21% - 40% Project generated 60-79% of the actual room nights compared to projected room nights
 - iii. 41% - 60% Project generated 40-59% of the actual room nights compared to projected room nights
 - iv. 61% - 80% Project generated 20-39% of the actual room nights compared to projected room nights
 - v. 81% - 100% Project generated 00-19% of the actual room nights compared to projected room nights

E. With each AGENCY report to the BCC, the TDC shall provide a marketing report to demonstrate how TDT marketing dollars have been used to promote the success of this Project.

If any of the subsequent events resulted in no overnight hotel stays, or few overnight hotel stays, the AGENCY shall document its efforts to promote overnight hotel stays and other opportunities within Lake County.

8. **Signage.** AGENCY shall recognize the COUNTY as a project sponsor by incorporating the COUNTY's logo on all signage AGENCY places on the Project property as identified in Section 2 above, along with the wording "in partnership with Lake County." AGENCY shall submit a proof of the proposed signage to the COUNTY for review and approval prior to installation. AGENCY shall also include the COUNTY's logo with the phrase "in partnership with Lake County" on all promotional materials, programming, registrations, and media associated with the Project.

9. **Indemnification.** Subject to the provisions of Section 768.28, Florida Statutes, the AGENCY agrees to indemnify and hold the COUNTY harmless to the extent allowed for by Florida law, and the COUNTY agrees to indemnify and hold the AGENCY harmless to the extent allowed for by Florida law, from and against any actions at law to recover damages in tort for

money damages for injury or loss of property, personal injury, or death arising out of this Agreement and caused by the negligent or wrongful act or omission of any employee under circumstances in which the AGENCY and the COUNTY, if a private person, would be liable to the claimant, in accordance with the general laws of the State of Florida.

This indemnification shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement to the extent allowed for by Florida law. Nothing contained herein shall be construed as an admission of liability on the part of either party. The full execution of this Agreement shall obligate the COUNTY and the AGENCY to comply with this indemnification. This indemnification shall not act or be interpreted as a waiver of either party's sovereign immunity pursuant to FS Section 768.28, Florida Statutes.

10. Default. If AGENCY fails to complete any of the AGENCY's obligations identified herein, including but not limited to fails to construct the capital project, fails to appropriately market the capital project, or fails to appropriately manage the operations associated with the capital project, the COUNTY shall have the right to hold the AGENCY in default of the Agreement. Upon a finding of default, the COUNTY shall have the right to refuse payment or to reduce the payment as determined appropriate by the COUNTY. The COUNTY shall notify the AGENCY in writing of the default and of any reduction in the contract amount. The AGENCY shall have ten (10) days in which to respond to the demand and to provide justification as to why such funding should not be reduced. Failure to respond within this time frame shall be considered a waiver of any claims. The COUNTY shall have the right to institute proceedings within the Fifth Judicial Circuit of Florida to enforce the terms of this Agreement.

11. Right to Audit. The COUNTY reserves the right to require AGENCY to submit to an audit by any auditor of the COUNTY'S choosing. AGENCY shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. AGENCY shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement. AGENCY agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the AGENCY in performance of any work hereunder.

If an audit inspection or examination pursuant to this section discloses a misuse of the funds or a use of the funds for any ineligible items, or inappropriate use of the funds of any nature whatsoever by the AGENCY to the COUNTY in excess of one percent (1%) of the total contract amount, in addition to making adjustments for the disallowed items or charges, the reasonable actual cost of the COUNTY'S audit shall be reimbursed to the COUNTY by the AGENCY. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the AGENCY'S records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY'S audit findings to the AGENCY.

12. General Provisions.

- A. Notice. Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail, and addressed as follows:

COUNTY

County Manager
315 West Main Street, Ste. 308
P.O. Box 7800
Tavares, Florida 32778-7800

AGENCY

City Manager
501 W Meadow St.
Leesburg, Florida 34748

cc: County Attorney
315 West Main Street, Ste. 335
P.O. Box 7800
Tavares, Florida 32778

Each party may change its mailing address by giving to the other party, by hand delivery, United States registered or certified mail, notice of election to change such address.

- B. Modification. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.
- C. Severance. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- D. Scope of Agreement. This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements or agreements to the contrary. This Agreement supersedes and replaces the Previous Agreements between the parties.
- E. Entire Agreement. This Agreement, together with any exhibits or attachments hereto constitutes the entire agreement between the parties, and incorporates all discussions between the parties. This Agreement may not be amended or modified except by a writing signed by the party to be charged.
- F. Effective Date. The effective date of this Agreement shall be the date it is executed by the last party to do so.

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF LEESBURG FOR CAPITAL PROJECTS FUNDING PROGRAM

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman, through its duly authorized representative.

AGENCY

CITY OF LEESBURG, FLORIDA

ATTEST:

J. Andi Purvis, City Clerk

Jimmy Burry, Mayor

This ____ day of _____, 2023.

Approved as to form and legality:

Grant Watson, City Attorney

COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Kirby Smith, Chairman

This ____ day of _____, 2023.

Approved as to form and legality:

Melanie Marsh, County Attorney

Exhibit A



**Susan Street Sports Complex
Capital Improvement Funding Application
August 19, 2022**

I HEREBY CERTIFY that the foregoing is a true and correct copy of documents on file with the Records Department for the City of Leesburg.

City Clerk - Assistant City Clerk

A. Andi Purvis

**LAKE COUNTY TOURIST DEVELOPMENT TAX
CAPITAL PROJECTS FUNDING APPLICATION FORM AND INSTRUCTIONS**

For funding consideration, please make sure your application is filled out completely and accompanied by the following information. If any item is not applicable, indicate N/A over the checkbox.

- ☒ Completed Checklist (this form)
- ☒ Funding Application and Applicant Certification
- ☒ IRS Form W-9 Request for Taxpayer Identification Number and Certification
- ☒ Narrative Report(s) if capital project funding received in prior years describing the current status of that project
- ☒ Written authorization on official organization letterhead for AUTHORIZED AGENT to act on behalf of Applicant
- ☒ Organizational outline, including but not limited to names and addresses of each board member and corporate officer (except government entities)
- ☒ Complete Budget Outline
- ☒ Three support documents (letter of recommendation, programs from previous years' event, brochures, media articles, etc.)
- ☒ A schematic design of the project, including any specifics that will assist in the approval process. All Capital Projects must meet all zoning requirements, building code, permitting regulations and other applicable laws.
- ☐ N/A All written agreements involving media, hotels/motels and venue contracts/leases

Application packets should follow above format with dividers or tabs between each section.

Capital Project applications must include one (1) signed/stamped original, thirteen (13) copies, and one (1) electronic copy (i.e. CD, flash drive, etc.), for a **total of 15 items**, and must be submitted by 4:00 p.m. on the application submittal deadline date to:

**Lake County Agency for Economic Prosperity
20763 US-27
Groveland, FL 34736
(352) 742-3918**

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LAKE COUNTY TOURIST DEVELOPMENT TAX CAPITAL PROJECTS FUNDING APPLICATION

A. Background

1. *Name of Capital Project:* Susan Street Sports Complex Project
2. *Location:* 940 Susan Street, Leesburg FL, 34731
3. *Projected Timeline - Start:* January 1, 2023 *Completion:* August 1, 2023
4. *Please circle the description that best describes the nature of your Project:*
New Construction Expansion **Renovation** Major Equipment
5. *Executive Summary - Please provide an overview of the Project and its benefits to Lake County:*
 - The Susan Street Sports Complex is a 26-acre complex that currently consists of four youth baseball fields, one multipurpose field, restrooms, concessions, and a scorer's tower.
 - The proposed project includes the following:
 - Removal of all existing fields and facilities
 - 300-400 seat stadium with field turf playing surface, locker rooms, concessions, restrooms, and office
 - Four grass multipurpose fields
 - Enhanced entrance and parking lot
 - Equipment building
 - Perimeter Fencing
 - Signage
 - The benefit to Lake County is the addition of a multipurpose facility with the ability to attract a multitude of events, many of which are currently not being held in Lake County. Examples of these events are football (11v11 and 7v7), soccer, rugby, lacrosse and any other "grass field" events

B. Applicant Information

1. *Name of Submitting Organization:* The City of Leesburg
2. *Purpose and Mission of Submitting Organization:*
 - To provide effective and efficient municipal services that promote public safety, economic growth, and quality of life.
3. *How long has the organization been operating in Lake County?* 100+ years
4. *Tax Status of Submitting Organization:* Tax Exempt – Government Entity
5. *FEID Number:* 59-6000362 (Please submit your W-9 with Application)
6. *Contact Person & Title:* Travis Rima, Director of Parks and Recreation
7. *Address:* 501 W Meadow St, Leesburg FL, 34731
Phone(s): (352)728-9885 *Fax:* (352)326-6625 *Twitter:* N/A
E-mail: travis.rima@leesburgflorida.gov *Website:* www.leesburgflorida.gov

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C. Project Details

1. Details on project space/construction type, clients served, and the Project itself:

- The project space is the current 26-acre footprint at the Susan Street Sports Complex
- The project includes the construction of four grass multipurpose fields and one stadium with a field turf playing surface. The stadium includes seating for 300-400 spectators, locker rooms, concessions, and restrooms. The project also includes enhanced parking and egress.
- Projected external clients include Bologna FC, ASA, Pop Warner Football/Cheer, National Collegiate Rugby, Southeastern Flag Football, and others.

2. Describe in detail the strategic rational and business justification for the Project:

- The development of those multipurpose facility provides the City of Leesburg and Lake County the opportunity to recruit new tourism events to the area. Early marketing of this facility has shown that there are many opportunities for tourism driven events for local, state, regional and international participants.
- The business justifications for this project is that these events are currently not being held in Lake County which means the addition of the events will be all additional bed tax revenue.

3. Projected Useful Life of Project: 20+ years

4. Please attach any schematics, plans or images related to the project.

D. Financial Summary

1. Amount of TDT Funds Requested: \$1,000,000 (One Million Dollars)

2. Project Costs:

	Cost
Total Project Cost	\$4,000,000
Land Value	
Design and Project Management Costs	\$500,000
Construction Costs	\$3,300,000
Infrastructure and Equipment Costs	\$200,000

3. What percentage of the Project costs will be spent locally? 65-75%

4. Are there any recurring costs to buy new equipment / update the facility, if yes, list and explain:

- The recurring cost is associated with the upkeep of the facility. Facility upkeep is done in house by the Athletic Field Staff within the Recreation Department.

5. Project Local Annual Spending in Project's Operating Budget: \$100,000 in annual local spending

6. Please submit the following additional financial information for the Project (include information on both the construction phase and on-going operations):

- A detailed Pro Forma Analysis for the Project
- A Sources and Uses Budget for the Project.

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E. Project Demand

1. Who is the targeted population, audience or events for the Project:

- The targeted population for events are athletes of all ages youth to senior. This multipurpose facility has the ability to host a multitude of different athletic events including, but not limited to, football, soccer, rugby, lacrosse, and grass volleyball.

2. Please create and submit an event calendar for the previous twenty-four (24) months, if applicable, and the next 60 months (5 years) for the Project using the format below. If the Project is an expansion to an existing facility, please only include events unique to this Project.

Event Name	Event Dates	#of participants	# of Spectators	Total Attendance	Room Nights
Bologna FC – International	Aug 2-6, 2023	750	1,125	1,875	1,374
Mid-Fl Kickoff – Pop Warner	Aug 25-27, 2023	9,000	13,500	22,500	672
Bologna FC – Regional	Sept 1-4, 2023	750	1,125	1,875	749
Mid-Fl Champ – Pop Warner	Nov 11-12, 2023	1,200	1,800	3,000	243
Bologna FC – Regional	Nov 18-25, 2023	750	1,125	1,875	749
Nat Collegiate Rugby All-Stars (M)	Jan 12-14, 2024	225	450	675	180
Nat Collegiate Rugby All-Stars (W)	Jan 19-21, 2024	225	450	675	180
Bologna FC – Regional	April 12-14, 2024	750	1,125	1,875	749
Nat Collegiate Rugby (W) Small College	April 19-21, 2024	300	600	900	230
SE Flag Football	May 17-19, 2024	200	350	550	174
Rank Up 7v7 Nationals	June 7-9, 2024	1920	3,840	5,760	1990
Rank Up Camp	July 5-7, 2024	400	800	800	327
Rank Up SE Regional	July 26-28, 2024	1500	3000	4506	1480
Bologna FC – International	July 31-Aug 4, 2024	750	1,125	1,800	1,374
Mid-Fl Kickoff – Pop Warner	Aug 23-25, 2024	9,000	13,500	22,500	672
Bologna FC – Regional	Sept 6-9, 2024	750	1,125	1,875	749

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AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF LEESBURG FOR CAPITAL PROJECTS FUNDING PROGRAM

AVP Pro Beach VBall – AVP Grass Tour	Oct 25-27, 2024	600	1806	2406	607
Mid-FI Champ – Pop Warner	Nov 9-10, 2024	1,200	1,800	3,000	243
Nat Collegiate Rugby (M/W Regionals)	Nov 15-17, 2024	450	450	903	473
Bologna FC – Regional	Nov 17-24, 2024	750	1,125	1,875	749
Rank Up (Nat Championships)	Dec 13-15, 2024	2,160	4320	6486	2947
Nat Collegiate Rugby All-Stars (M)	Jan 10-12, 2025	225	450	675	180
Nat Collegiate Rugby All-Stars (W)	Jan 17-9, 2025	225	450	675	180
Bologna FC – Regional	April 11-13, 2025	750	1,125	1,875	749
Nat Collegiate Rugby (W) Small College	April 18-20, 2025	300	600	900	230
SE Flag Football	May 16-18, 2025	200	350	550	174
Rank Up 7v7 Nationals	June 6-8, 2025	1920	3,840	5,760	1990
Rank Up Camp	July 4-6, 2025	400	800	800	327
Rank Up SE Regional	July 25-27, 2025	1500	3000	4506	1480
Bologna FC – International	July 30-Aug 3, 2025	750	1,125	1,800	1,374
Mid-FI Kickoff – Pop Warner	Aug 22-24, 2025	9,000	13,500	22,500	672
Bologna FC – Regional	Sept 5-8, 2025	750	1,125	1,875	749
AVP Pro Beach VBall – AVP Grass Tour	Oct 24-26, 2025	600	1806	2406	607
Mid-FI Champ – Pop Warner	Nov 8-9, 2025	1,200	1,800	3,000	243
Nat Collegiate Rugby (M/W Regionals)	Nov 14-16, 2025	450	450	903	473
Bologna FC – Regional	Nov 22-29, 2025	750	1,125	1,875	749
Rank Up (Nat Championships)	Dec 12-14, 2025	2,160	4320	6486	2947

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AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF LEESBURG FOR CAPITAL PROJECTS FUNDING PROGRAM

Nat Collegiate Rugby All-Stars (M)	Jan 9-11, 2026	225	450	675	180
Nat Collegiate Rugby All-Stars (W)	Jan 16-18, 2026	225	450	675	180
Bologna FC – Regional	April 10-12, 2026	750	1,125	1,875	749
Nat Collegiate Rugby (W) Small College	April 17-19, 2026	300	600	900	230
SE Flag Football	May 15-17, 2026	200	350	550	174
Rank Up 7v7 Nationals	June 5-7, 2026	1920	3,840	5,760	1990
Rank Up Camp	July 3-5, 2026	400	800	800	327
Rank Up SE Regional	July 24-26, 2026	1500	3000	4506	1480
Bologna FC – International	July 29-Aug 2, 2026	750	1,125	1,800	1,374
Mid-FI Kickoff – Pop Warner	Aug 21-23, 2026	9,000	13,500	22,500	672
Bologna FC – Regional	Sept 4-7, 2026	750	1,125	1,875	749
AVP Pro Beach VBall – AVP Grass Tour	Oct 23-25, 2026	600	1806	2406	607
Mid-FI Champ – Pop Warner	Nov 7-8, 2026	1,200	1,800	3,000	243
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Nat Collegiate Rugby (W) Small College	April 16-18, 2027	300	600	900	230

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AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF LEESBURG FOR CAPITAL PROJECTS FUNDING PROGRAM

SE Flag Football	May 14-16, 2027	200	350	550	174
Rank Up 7v7 Nationals	June 4-6, 2027	1920	3,840	5,760	1990
Rank Up Camp	July 2-4, 2027	400	800	800	327
Rank Up SE Regional	July 23-25, 2027	1500	3000	4506	1480
Bologna FC – International	July 28-Aug 1, 2027	750	1,125	1,800	1,374
Mid-FI Kickoff – Pop Warner	Aug 20-22, 2027	9,000	13,500	22,500	672
Bologna FC – Regional	Sept 3-6, 2027	750	1,125	1,875	749
AVP Pro Beach VBall – AVP Grass Tour	Oct 22-24, 2027	600	1806	2406	607
Mid-FI Champ – Pop Warner	Nov 6-7, 2027	1,200	1,800	3,000	243
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Bologna FC – Regional	Nov 21-28, 2027	750	1,125	1,875	749
Rank Up (Nat Championships)	Dec 10-14, 2027	2,160	4320	6486	2947

3. Please fill in the following Attendance Chart estimates for the number of annual attendees in each category for the first five (5) years after the Project opens. If the Project is an expansion to an existing facility, please only include those attendees unique to the development of this Project.

	Origin of Attendees			Average Stay (Days)
	Out-of-State	In-State, Non-County	Local	
Year 1 – 2023	4,801	17,679	580	2.25
Year 2 - 2024	15,948	29,448	2771	2.5
Year 3 - 2025	15,948	29,448	2771	2.5
Year 4 - 2026	15,948	29,448	2771	2.5
Year 5 - 2027	15,948	29,448	2771	2.5

4. On average, how many months per year will the Project be utilized: 12 months
5. For those months, how many average days per month will the Project be utilized: 10 days per month

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AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF LEESBURG FOR CAPITAL PROJECTS FUNDING PROGRAM

6. Please fill in the following Hotel Room Night Chart with estimates for the number of room nights generated annually for the first five (5) years after the Project opens. If the Project is an expansion to an existing facility, please only include those room nights resulting from the development of this Project.

	Year 1	Year 2	Year 3	Year 4	Year 5
Projected Room Nights	3,787	13,124	13,124	13,124	13,124
Bed Tax Exempt Room Nights (If Applicable)					
Average Nightly Room Rate	\$120	\$120	\$120	\$120	\$120

7. Please submit a brief narrative of the plan for this event to generate room nights in Lake County:

- The plan to generate room nights throughout Lake County for these events is to work in conjunction with internal and external customers both local and nationwide to generate interest in the sporting opportunities at this facility.

8. List additional sponsors/partners: Bologna FC, ASA, Pop Warner, SE Flag Football, National Collegiate Rugby

9. List Host Hotels-Committed: _____

10. List Host Hotels-Applied For: _____

11. Number of Vendors: _____ Local: _____ Out of County: _____

12. How will you evaluate and measure your programs success?

- The success of this project will be evaluated by the number of events held per year along with the amount of bed tax generated.

13. List states and countries represented by previous attendees if an existing facility has been used for events that the new facility will host or if it is an expansion of an existing facility:

- The existing facility is not conducive to these types of events. The projection for the new facility includes participants from all across the USA and Europe; especially Italy through the partnership with Bologna FC Academy.

14. Will events held through the Project charge an entry fee, admission fee, parking fee, etc.? Yes

If yes to any of these please list them: Event organizers will have the ability to charge all listed fees.

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F. Marketing Summary

1. *Outline of the marketing plan for the Project and resulting events:*
 - The City of Leesburg will utilize social media, LakeFront TV, and our website to spotlight the facility.
 - We also have a contract with ASA in which ASA attends tradeshow throughout the year to recruit events to Leesburg.
2. *Describe what steps have been taken or will be taken to attract new attendees, and thus increase overnight stays.*
 - The City of Leesburg has partnered with Bologna FC to be the home of their soccer academy. This partnership will afford them the opportunity to attract regional and international soccer events to Leesburg.
 - ASA has attended tradeshow on the City's behalf and has interest from multiple event organizers once the project is completed.

G. Signature

I have reviewed the LAKE COUNTY TOURIST DEVELOPMENT CAPITAL PROJECTS FUNDING APPLICATION. I am in full agreement with the information contained in this application and its attachments as accurate and complete. I further acknowledge my understanding that the County in approving a funding agreement does not assume any liability or responsibility for the ultimate financial profitability of the project for which the funds are awarded. The County, unless otherwise specifically stated, is only a financial contributor to the project and not a promoter or co-sponsor, and will not guarantee or be responsible or liable for any debts incurred for such event. I have put all third parties on notice that the County will not be responsible for payment of any costs or debts for the project.


Signature

8/17/22
Date

Travis Rima Director of Parks and Recreation
Name and Title of person authorized to sign the application

City of Leesburg
Applicant's Organization

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF LEESBURG FOR CAPITAL PROJECTS FUNDING PROGRAM

Form (Rev. October 2018) Department of the Treasury Internal Revenue Service	W-9 Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.										
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CITY OF LEESBURG												
2 Business name/disregarded entity name, if different from above												
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 1 Exemption from FATCA reporting code (if any) C (Applies to accounts maintained outside the U.S.)											
☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☒ Other (see instructions) ▶ LOCAL MUNICIPALITY / POLITICAL SUBDIVISION	5 Address (number, street, and apt. or suite no.) See instructions. PO BOX 490630 6 City, state, and ZIP code LEESBURG, FL 34749-0630 7 List account number(s) here (optional)											
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;">[] [] [] - [] [] - [] [] [] []</td> <td></td> </tr> <tr> <td colspan="2" style="text-align: center;">or</td> </tr> <tr> <td colspan="2" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;">5 9 - 6 0 0 0 3 6 2</td> <td></td> </tr> </table>			Social security number		[] [] [] - [] [] - [] [] [] []		or		Employer identification number		5 9 - 6 0 0 0 3 6 2	
Social security number												
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or												
Employer identification number												
5 9 - 6 0 0 0 3 6 2												
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Sign Here</td> <td style="width: 55%;">Signature of U.S. person ▶ <i>James A. Wilton - Finance Dir</i></td> <td style="width: 30%;">Date ▶ <i>1-18-2022</i></td> </tr> </table>			Sign Here	Signature of U.S. person ▶ <i>James A. Wilton - Finance Dir</i>	Date ▶ <i>1-18-2022</i>							
Sign Here	Signature of U.S. person ▶ <i>James A. Wilton - Finance Dir</i>	Date ▶ <i>1-18-2022</i>										
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i> , later.												

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)



Narrative Report if capital project funding received in prior years describing the current status of that project:

Project #1 – Sleepy Hollow Sports Complex (2007)

- Total Project Cost - \$3,432,579
- \$613,000 awarded
 - Completed project in 2007
 - Host to numerous local, state, regional and national softball/baseball events in 15 years of operation

Project #2 – Venetian Center Boardwalks and Docs (2021)

- Total Project Cost - \$1,196,313
- \$600,000 awarded
 - Completed project in October 2021
 - Host to numerous national fishing events

Thank you,

Travis Rima
Parks and Recreation Director
City of Leesburg Florida

**City of Leesburg
Recreation Department**

1851 Griffin Road
Leesburg, FL 34748
(T) 352.728.9885
(F) 352.326.6625
Recreation.Dept@leesburgflorida.gov



AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF LEESBURG FOR CAPITAL PROJECTS FUNDING PROGRAM

City of Leesburg
501 W. Meadow St.
P.O. Box 490630
Leesburg, FL 34749-0630
www.leesburgflorida.gov



Office of the City Manager
Al Minner
T (352) 728-9704
F (352) 728-9706
al.minner@leesburgflorida.gov

August 17, 2022

Tourist Development Council
Lake County Government
315 W. Main Street, Suite 520
Tavares, FL 32778

Subject: Transmittal Letter

Tourist Development Council Members:

On behalf of the Leesburg City Commission, it is my pleasure to submit this grant application for the Susan Street Sports Complex Project. This renovation will develop the Susan Street Sports Complex into a venue unlike any other in Lake County and demonstrates the City's dedication to attracting sports tourism events to Leesburg and Lake County.

We anticipate the investment in revitalizing the Carver Heights Neighborhood of Leesburg will have a tremendous regional economic impact. It will solidify Leesburg, and Lake County, as a premiere destination for sports tourism. The project will allow staff to diversify the sports tourism options including the addition of events for soccer, football and rugby and will attract new tourism opportunities to the region.

This facility will be a tremendous compliment to Leesburg's Sleepy Hollow and Ski Beach locations as major players in sports tourism.

It is my privilege to submit this project for your consideration.

Respectfully,

Al Minner
City Manager

RESOLUTION NO. 11,135

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE LEESBURG PARKS AND RECREATION DEPARTMENT TO APPLY FOR, AND IF AWARDED, ACCEPT A CAPITAL IMPROVEMENT GRANT FOR THE SUSAN STREET SPORTS COMPLEX PROJECT FROM LAKE COUNTY TOURISM DEVELOPMENT COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Lake County Tourism Development Council / Lake County Board of County Commissioners, whose address is 315 W Main St. #3813, Tavares, FL 32778, for application and acceptance of the Lake County TDC Capital Improvement Grant.

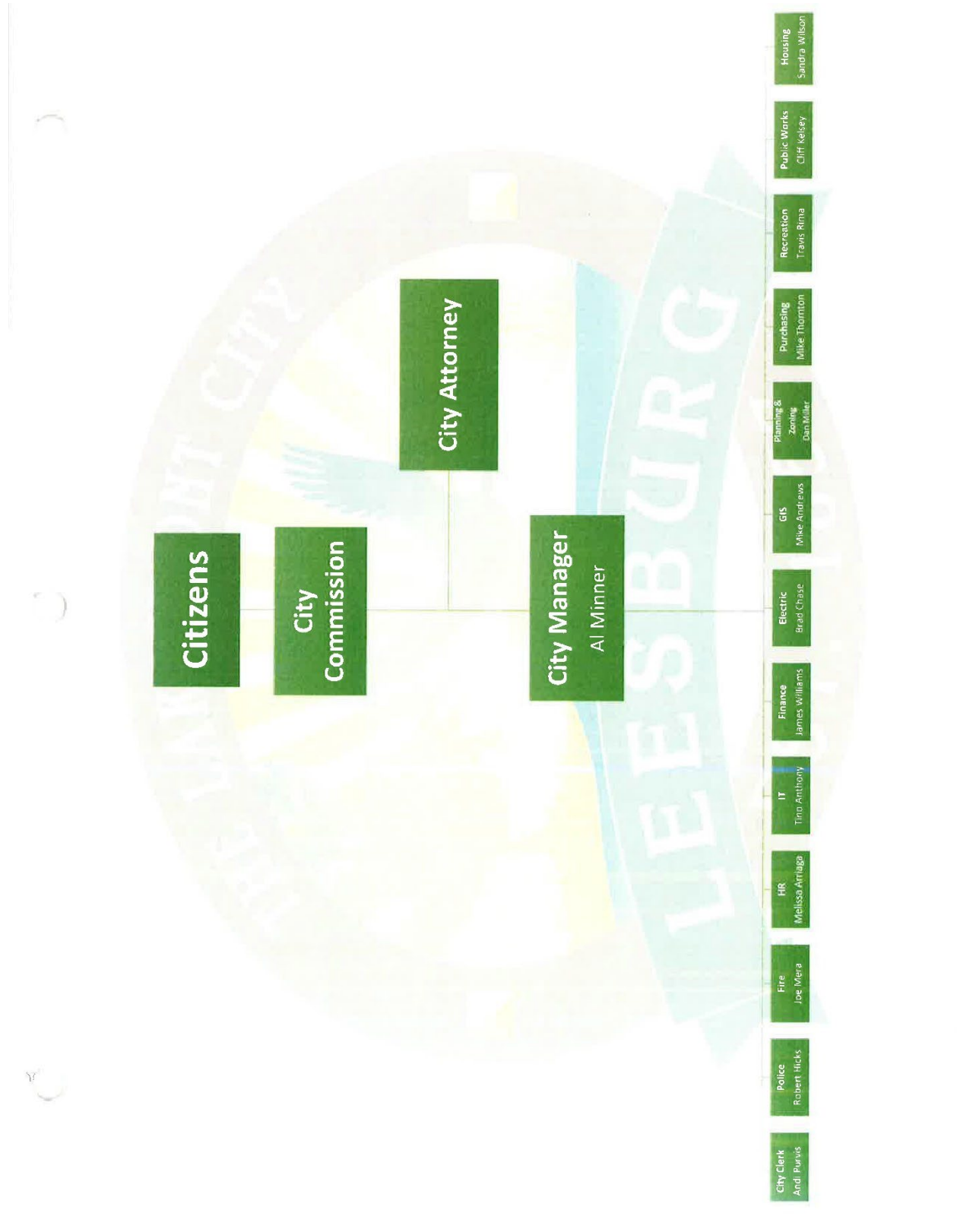
THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 8th day of August 2022.

ATTEST:


City Clerk


Mayor



CAPITAL PROJECT BUDGET OUTLINE

PROJECT NAME Susan Street Sports Complex

	Previous Year's	Current Year
	Revenue & Expenses	Projected Revenues & Expenses
<u>LIST ALL REVENUE</u>		
Admissions	_____	_____
Concessions	_____	_____
Sponsorships	_____	_____
Booth Space	_____	_____
Advertising Revenue	_____	_____
Sale of Promotional Items	_____	_____
TDC Funding	_____	<u>\$1,000,000</u>
Other: Leesburg Gen Fund	_____	<u>\$3,000,000</u>
Total Revenue	\$ _____	\$ <u>4,000,000</u>
<u>LIST ALL EXPENSES</u>		
Design	_____	<u>\$500,000</u>
Construction	_____	<u>\$3,500,000</u>
Printing	_____	_____
Promotional Items	_____	_____
Concessions	_____	_____
Awards	_____	_____
Travel	_____	_____
Talent	_____	_____
Other: _____	_____	_____
Total Expenses	\$ _____	\$ <u>4,000,000</u>
NET PROFIT/LOSS	\$ _____	\$ <u>0</u>

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Dear Lake County TDC Administrator:

Bologna FC 1909 Academy FL is writing to support funding for constructing a new Sports Complex in the Susan Street area of Leesburg, Florida.

We are the official Academy of Bologna FC 1909, a professional Italian soccer club, and we are honored to be part of the Leesburg community.

Our goal is to support the growth of soccer in the city of Leesburg, allowing all boys and girls of diverse ages and levels to be involved in different types of competitive soccer programs.

We believe in the "power of sport" to communicate positive values such as collaboration, hard work, dedication, and respect.

The construction of a sports complex is always a positive event for residents. Playing sports can help individuals stay healthy and bring communities together.

A modern concept of sports facilities will allow the city of Leesburg to organize competitive tournaments that will bring new tourists and visitors to the area.

This will benefit the entire economy of the community, especially the touristic facilities and the small businesses around the venue.

Thanks for considering Bologna FC's support of the new sports project.

Sincerely,

Valerio Garbini
Director
BOLOGNA FC 1909 ACADEMY FL

BOLOGNA F.C. 1909 ACADEMY FLORIDA
Powered by CLUB ITALIA SOCCER LLC
Lobby 10148 ZichRays 1018 - 2626080, Florida 335

www.bfcacademyflorida.com
[email: info@bfcacademyflorida.com](mailto:info@bfcacademyflorida.com)
number: 888.367.1418

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF LEESBURG FOR CAPITAL PROJECTS FUNDING PROGRAM



Mid Florida Pop Warner

P.O. Box 555, Windermere, FL 34786

(407)923-6494

MidFIPresident@gmail.com

August 16, 2022

TO whom it may concern:

Mid Florida Pop Warner is a league under the Pop Warner Little Scholars, Inc, we are a nonprofit organization that promotes youth football and cheer & dance programs for 27 associations across Central Florida.

After a detailed discussion with Marcus Niblack and learning about the opportunity of the new sports complex being developed, we would like to offer our support of the complex. Mid Florida Pop Warner would be extremely interested in using the new facility in late August and early November for our Mid Florida Football championship games.

Sincerely,

Donna Rebarchak

Mid Florida Pop Warner President

407-923-6494

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF LEESBURG FOR CAPITAL PROJECTS FUNDING PROGRAM



Bert Boliek, President
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August 8, 2022

Visit Lake
20763 US Hwy 27
Groveland, FL 34736

Dear Visit Lake,

I am writing in support of funding for City of Leesburg Susan Street Project. The Downtown businesses in Leesburg see an increase in sales with the Sports Tourism at our recreational facilities are happening. With the Susan Street Project there is great opportunity for economic growth not only in Leesburg but all of Lake County.

With the Susan Street Project Lake County moves forward with being a Premier Sports Destination.

Thank you for your consideration for this project and I hope others share my support.

Sincerely,

Joanie Smalley
Executive Director

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF LEESBURG FOR CAPITAL PROJECTS FUNDING PROGRAM



August 15, 2022

Lake County, Board of County Commissioners
Lake County Tourist Development Council
The Office of Visit Lake
Lake County, Florida

Dear Commissioners, Council Members, and Staff,

Please accept this letter of support for the City of Leesburg's Susan Street renovation project, proposed June 2022, to renovate the existing facility and repurpose it to include five multipurpose (soccer/football/rugby) fields with a track and stadium as well as related facilities.

My organization was created for the specific purpose of assisting cities and businesses in Central Florida with marketing and attraction of sports and general tourism events. The City of Leesburg engaged ASA in July of 2021 to assist with the marketing of Sleepy Hollow Sports Complex and the Venetian Gardens Marina. Throughout that process, we have identified a need for additional multipurpose fields, ideally in a single location, as many of the organizations with whom we have spoken have learned about the City and County's efforts in softball, in particular, and are interested in working with the City for other sports.

However, with the existing field inventory, attracting these room night generators in football and rugby, specifically, has been a challenge. The City's proposal to convert Susan Street to a multipurpose field facility is perfectly in line with the needs of several events on which we have had to pass over the last year. Without limitation, we were not able to bid on a grass volleyball national championships, multiple football events and championships, and both professional and youth track and/or field events.

The renovations of Susan Street will not only compliment the efforts of ASA, but they will support several rights holders who are already in either Lake County or the central Florida area who are looking for additional or alternative venues for their large events.

Thank you for your consideration of this letter of support and for consideration of further investment in partnership with the efforts by the City of Leesburg to provide attractive facilities for our local tourists and rights holders. I and my team look forward to working with these rights holders as they bring large events to the City of Leesburg and Lake County.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alison Strange", is written over a light blue horizontal line.

Alison Strange

Alison Strange
& Associates, LLC
EIN: 87-2470535

700 Almond Street
Clermont, FL 34711
Phone: 352.988.8162
AlisonStrange@gmail.com



~ 19 ~

SCHEDULE A

Performance Measures; Repayment

The City of Leesburg and the County have identified three (3) levels of sports tourism events: Hallmark, Regional, and Local. Each level is determined by the length of event, origin of visitors, and minimum room nights.

The parties hereto recognize that a significant issue in the County at this time is the shortage of room nights available during spring and fall months but mutually agree that in order to achieve long term success in the space of sports tourism, we must have first-class facilities in which the County may host tourist-driving events, including “day trippers” who visit the County but do not necessarily stay in local hotels. For the short term (5 years), the parties have agreed to modify the current “room night” program to encourage rights holders to visit Lake County even when the County may not have the room night inventory to capture the entire event’s generated rooms. Accordingly, the City of Leesburg and the County have adopted the following point system for the different levels of events held at the Project site.

Point System

Hallmark: 5

Regional: 3

Local: 1

Summer events: +2

Hallmark Events

High tourist demand

Multiple day events (3+)

Tourists visit from across the Nation, stay in local hotels and eat at restaurants

Minimum Room Nights generated (in or out of the County): 1,500*

** College, USA, and International events with lesser room nights would still be categorized as a “Hallmark Event”*

Regional Events

Medium tourist demand

Multiple day events (2-3)

Tourists visit from 70+ miles, stay in local hotels and eat at restaurants

Minimum Room Nights generated (in or out of the County): 300

Local Events

Low tourist demand

May be multiple day events but with very few overnight stays

Tourists are primarily from within 70 miles of the City

Minimum Room Nights generated (in or out of the County): 25

The City of Leesburg projects the following point totals for each of the next 5 years assuming the project is completed in 2023.

2024: 15
2025: 20
2026: 23
2027: 25
2028: 25

As the project is a long term, cumulative project, the proposal for reimbursement is the sum of all events for the first 5 years of the facility opening. The reimbursement methodology and amounts are as outlined in the following table:

5-year point total	Percentage Met	Reimbursement Amount
82-108+	75-100%	\$0 (0%)
66-81	61-75%	\$99,600 (10%)
50-65	46-60%	\$249,000 (25%)
33-49	31-45%	\$498,000 (50%)
17-32	16-30%	\$747,000 (75%)
0-16	0-15%	\$996,000 (100%)

The foregoing notwithstanding, the parties hereto acknowledge that in order for this Project to be a success, both parties must collaboratively pursue the events described herein. Accordingly, the reimbursement methodology identified above will only take effect if, during the Term of this Agreement:

(A) The Lake County Tourism Office, or its designee, requested, in writing, use of the Project site for specific events and dates that would have caused the performance thresholds identified herein to have been met and

(B) If those requests were denied, in writing or otherwise, by the City of Leesburg, thereby making the City of Leesburg the party responsible for the failure to meet the performance thresholds identified herein.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: March 13, 2023

From: Robert Hicks, (Police Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the City Manager or their designee authority to issue Trespass Warnings on behalf of the City of Leesburg at Properties and Facilities of the City of Leesburg; and providing an effective date.

Staff Recommendation:

Staff recommend approval of the resolution authorizing the City Manager to designate their authority to issue trespass warnings on behalf of the City of Leesburg as properties and facilities of the City of Leesburg including City parks, City owned facilities, etc.

Analysis:

Recent discussions with an Assistant State Attorney revealed enforcement of City Ordinances and/or Florida State Statutes related to trespassing and trespassing after warning may require authority to be granted by the City Manager (Chief Executive) to their designee(s), for the purpose of issuing trespass warnings for City of Leesburg owned or controlled properties and facilities.

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 AUTHORIZING THE CITY MANAGER OR THEIR DESIGNEE
AUTHORITY TO ISSUE TRESPASS WARNINGS ON BEHALF OF THE CITY
OF LEESBURG AT PROPERTIES AND FACILITIES OF THE CITY OF
LEESBURG; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Manager or their designee is hereby given the authority to issue trespass warnings on behalf of the City of Leesburg at properties and facilities of the City of Leesburg.

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 13th day of March 2023.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: March 13, 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 4.87 +/- acres from City of Leesburg SPUD (Small Planned Unit Development) to City of Leesburg SPUD (Small Planned Unit Development) to allow residential development for a property generally located south of West Line Street and east of Lee Street, lying in Section 26, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lee Village SPUD)

Staff Recommendation:

The Planning Commission recommended DISAPPROVAL of the request to rezone the subject property from City of Leesburg SPUD (Small Planned Unit Development) to City of Leesburg SPUD (Small Planned Unit Development) to allow for residential development.

Analysis:

The project site is approximately 4.87 +/- acres, and is generally located south of West Line Street and east of Lee Street as shown on the attached maps. This is the site of the Lee School. The proposal will allow for residential townhome development. The existing land uses surrounding the property are residential, house of worship, residential (multifamily). City of Leesburg utilities are available nearby.

The Planning Commission, at its regular meeting on February 23, 2023, recommended disapproval of this request by a unanimous vote of 0-7. During the meeting, the Commission made the following comments. There was support and appreciation for the desire to redevelop the property, and it was noted that the new architectural facade designs presented were appropriate. However, the Commission did make clear that the overall unit density and site design were not acceptable, stating that the proposed density (63 units) was too high for the surrounding area, that the design of the site plan should better integrate the recreational area by moving it to the center of the property, and that water retention should be spread over several smaller pond areas instead of one larger area.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to SPUD (Small Planned Unit Development); or
2. Disapprove the proposed rezoning to SPUD (Small Planned Unit Development); or
3. Request changes to the site plan and density as recommended by the Planning Commission; or
4. Such other alternative 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 4.87 +/- ACRES FROM CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED SOUTH OF WEST LINE STREET AND EAST OF LEE STREET, LYING IN SECTION 26, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LEE VILLAGE SPUD)

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

Section 1.

Based upon the petition of Timothy Cantrell, (Barry Mansfield, Prospera Senior Living, 112 NE 12th Street, Ocala Florida, 34470, Petitioner) for 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 SPUD (Small Planned Unit Development) to City of Leesburg SPUD (Small Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 13th day of March 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

LEGAL DESCRIPTION

All of Block 6, CITY OF LEESBURG, according to the map or plat thereof as recorded in Plat Book 2, Page 19, Public Records of Lake County, Florida, LESS the South 15 feet of Lots 7 and 8, and the East 15 feet of Lots 1, 4, 5 and 8, all in Block 6, CITY OF LEESBURG, conveyed to the City of Leesburg as street right of way.

Parcel Identification Number: 2619243900-006-00000

**LEESBURG ALL OF BLK 6--LESS S 15 FT & LESS E 15 FT FOR RD
R/WS-- PB 2 PG 19 ORB 5209 PG 2319**

LEESBURG ALL OF BLK 6--LESS S 15 FT & LESS E 15 FT FOR RDR/WS--
PB 2 PG 19 ORB 5209 PG 2319

**LEE STREET VILLAGE
SPUD (SMALL PLANNED UNIT DEVELOPMENT) REZONING
PLANNED DEVELOPMENT CONDITIONS
February 23, 2023**

These Planned Development Conditions for an SPUD (Small Planned Unit Development) District are granted by the City of Leesburg Planning Commission, Lake County, Florida to Barry Mansfield, Cullison-Wright Development (Prospera Senior Living, LLC) "Permittee" for the purposes and terms and conditions as set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Development Process" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND: The "Permittee" has submitted an application requesting an SPUD (Small Planned Unit Development) zoning district to allow a residential use project consisting of townhomes and associated uses on an approximately five (5) +/- acre site within the City of Leesburg in accordance with their Planned Development application and supplemental information. The project proposes to re-develop the original Lee School property on the southeast corner of Lee Street and Herndon Street, and to and to develop the remaining property into single family attached units.

1. PERMISSION

Permission is hereby granted to Barry Mansfield, Cullison-Wright Development (Prospera Senior Living, LLC) to operate, and maintain an SPUD (Small Planned Unit Development) development in and on real property in the City of Leesburg. The property is generally located on the west side of Lee Street, south of West Line Street, east of Perkins Street and north of Herndon Street. The property is more particularly described as shown in the attached legal description below.

2. LEGAL DESCRIPTION

See attached legal Exhibit B

3. LAND USES, AREAS AND SETBACKS

The above-described property shall be used for SPUD (Small Planned Unit Development) uses as limited herein, and pursuant to City of Leesburg development codes and standards. Uses shall be those listed as permitted uses in this document and shall occupy the approximate area as shown on the Conceptual Plan.

A. The project shall contain a maximum of:

1. 63 single family attached (townhouse) units.

B. Primary Uses

1. Permitted Uses shall be as follows:
 - a. detached single family units (R-2 (Medium Density Residential zoning standards)
 - b. attached single family units (standards noted herein)

C. Accessory Uses

1. Accessory Uses shall be as follows: recreational, park and open space uses.

D. Prohibited Uses shall be as follows:

1. All uses not permitted by this SPUD (Small Planned Unit Development)
2. Other related uses may be included by written determination of the Planning & Zoning Director. Such uses shall be consistent with the intent and purpose of the zoning requirements set forth in these SPUD conditions, and shall meet the parking standards as required herein. Parking availability may limit the permitted uses.

E. Setbacks The project shall have the following minimum sizes and setbacks:

1. Minimum standards for attached single family (townhomes):
 - i. Lot Width: 22 feet
 - ii. Setbacks: The following minimum yard setback shall be maintained.
Front: - 20 feet
Rear: - 18 feet
Sides - 20 feet between buildings
Corner side - 15 feet
 - iii. Impervious surface coverage for each unit shall not exceed 65 percent.
 - iv. Maximum building height shall not exceed 35-feet or-2.5 stories.
2. Minimum standards for single family detached uses:
 - i. Single family detached uses shall utilize the R-2 (Medium Density Residential) zoning district standards, as amended.
3. Final lot sizes and widths shall be determined at development review, and shall be substantially consistent with the attached Conceptual site plan.

F. Impervious Coverage

The Impervious surface coverage for this site shall not sixty-five (65) percent of the gross site area.

G. Open Space

A minimum of thirty-five (35) percent of the site shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.

H. Playground Area

The overall site design shall include an area dedicated to a playground/exercise area consisting of not less than 15,000 square feet, which shall contain a children's playground, exercise equipment, and a memorial constructed using the items outlined under Section 5 herein.

4. SITE ACCESS

- A. Access to the property shall be from Lee Street on the east and Herndon Street on the south. Any additional access points shall be subject to the City of Leesburg site plan application review process, including permitting and or review as required by Lake Sumter MPO, FDOT, Lake County and the City of Leesburg.

5. HISTORIC DISTRICT AND DESIGN REQUIREMENTS

- A. The following requirements shall take effect upon approval of this Small Planned Unit Conditions document by the City Commission.
- 1) The project shall be considered to be approved *under Ordinance 21-21, Historic Density Bonus* for the purpose of meeting the requirements of said ordinance and the City's Comprehensive Plan, thereby allowing the number of residential units as specified herein.
 - 2) All construction taking place on the site shall maintain the general historic character of the area, and be constructed in harmony with the Leesburg Historic District requirements of Chapter 30, City of Leesburg, Code of Ordinances.
 - 3) All construction on the property shall, where possible, preserve or enhance the historic design, features and character of the general area.
 - 4) Unique design features or variations meeting the intent of this section may be approved at the discretion of the Leesburg Historic Preservation Board.
- B. Prior to demolition or construction on the project, proof of compliance with the following standards shall be required.
- 1) Demolition of the existing north building may begin upon approval of this SPUD Document by City Commission, and approval of a demolition permit by the Building Department.
 - 2) Demolition of the south building may begin upon receipt of an approved dry-in inspection for at least eight (8) units of the project and approval of a demolition permit by the Building Department.
 - 3) The project shall be required to commence (pull and execute a building permit) within eighteen months of the approval of this SPUD document by City Commission. Failure to commence the project within the aforesaid time period shall result in cancellation of these conditions which include the special provisions for higher density and demolition of the historic structures on the site granted in this SPUD.
 - 4) In recognition of the historic Lee School, a fenced park area, which creates a "Memorial Park" shall be required. This park shall utilize and feature the existing cornerstone of the south building, the two (2) historic memorial plaques currently located on the east side of the south building, and the memorial marker located on the southeast corner of the property. This park shall be in addition to the requirements of Section 3.H. *Playground Area*, of this document.

6. DEVELOPMENT STANDARDS

- A. The minimum development standards shall be as required by these conditions. For any standard, requirement or code not covered herein, the standard not covered shall default to the City of Leesburg Code of ordinances, as amended.

- B. Variations to these requirements which meet the intent of this SPUD (Small Planned Unit Development) zoning and the Leesburg Historic District requirements may be reviewed and adjusted by the Planning and Zoning Director in consultation with the City Manager.

7. PARKING

- A. The permittee shall have off-street parking spaces within the property per the conceptual site plan pursuant to the City of Leesburg Code of Ordinances, as amended, which shall include the required number of handicapped parking spaces. The location and design of the proposed parking area will be reviewed during the site plan review process to provide adequate parking per City of Leesburg Code of Ordinance requirements for each use.

8. WETLANDS

- A. Should wetlands exist on the site; the following requirements shall apply. Prior to disturbance or development of any wetland area, the "Permittee" shall submit and receive approval from all affected governmental agencies to include, but not limited to, St. John's River Water Management District and the State of Florida Department of Environmental Regulation. Any notice of violation from any affected agency shall be cause for a cease and desist order on permits issued by the City of Leesburg until such time as the violation has been resolved with the appropriate agency(s).

9. DRAINAGE AND UTILITIES

- A. Prior to receiving Final Development Plan Approval, the "Permittee" shall submit, if applicable, a Master Site Drainage Plan and Utility Implementation Plan acceptable to the City of Leesburg. Prior to removal, renovation or demolition of any existing development on the site, the permittee shall provide:
 - 1) A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties.
 - 2) A detailed site plan indicating all provisions for electric, water, sewer, and natural gas in accordance with the site plan review process as required by the City of Leesburg Code of Ordinances.
- B. Developer shall be responsible for the installation of a natural gas lines in the development so that a minimum of eighty percent (80%) of all residential units in the development are connected to natural gas, as required by the City of Leesburg Code of Ordinances, as amended.

10. TRANSPORTATION

- A. All transportation improvements shall be based on a current traffic analysis and shall be contingent upon Site Plan approval by City staff during the development review and permitting process.
- B. Vehicular access to the project site shall be provided by a minimum of two access points; one to the east on Lee Street, and one to the south on Herndon Street. Actual number, location and design of the access points shall be consistent with the site plan as determined during the Site Plan Review process.

- C. The Permittee shall provide all necessary improvements/signalization or other improvements adjacent to the development as required by the Lake-Sumter MPO, FDOT, Lake County and City of Leesburg.
- D. The Permittee shall be responsible for obtaining all necessary FDOT, Lake County and City of Leesburg permits and a copy of all permits shall be provided to the City of Leesburg prior to construction plan approval.
- E. A traffic/transportation analysis shall be submitted prior to preliminary site plan approval for review and determination of any necessary access improvements. Said improvements will be the responsibility of the Permittee.

11. LANDSCAPING AND BUFFER REQUIREMENTS

- A. A minimum five-foot (5) foot wide vegetative landscaped buffer shall be required along exterior boundaries of the development. The buffer shall retain existing healthy trees, shrubs and ground cover and shall include additional plantings where needed as provide in B. below.
- B. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances except as provided under these conditions:
 - 1) For each one hundred (100) linear feet, or fraction thereof, of boundary, the following plants shall be provided in accordance with the planting standards and requirements of the Land Development Code.
 - a. Two (2) canopy trees
 - b. Two (2) ornamental trees
 - c. Thirty (30) shrubs
 - d. The remainder of the buffer area shall be landscaped with grass, groundcover, and/or other landscape treatment.
 - e. Existing vegetation in the required buffer shall be protected during construction.
 - 2) Existing vegetation in the required buffer shall be protected during any construction.
- C. Variations to the landscape requirements of the code may be approved by the Planning and Zoning Director as long as the intent of the PUD and the Landscaping Code are maintained.

12. MAINTENANCE

- A. With the exception of public utilities, maintenance of all site improvements, including but not limited to drives, internal sidewalks, landscaping and drainage shall be the responsibility of the owner.

13. DEVELOPMENT PHASING

- A. The proposed project may be constructed in phases in accordance with these Small Planned Unit Development Conditions and Conceptual Plan. Changes to the Development Plan, other than those conditions described in this agreement, shall be

revised in accordance with the Planned Development review process. See Section 5, Historic District and Design, for demolition and commencement requirements.

14. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this 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 the 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 Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.

15. LEVELS OF SERVICE

As submitted, the proposed zoning change does not appear to result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to roads, sewage, water supply, drainage, solid waste, parks and recreation, schools and emergency medical facilities. However, no final development order (site plan and building permits) shall be granted for a 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.

- A. Utilities
 - 1) Projected Capacities
 - a. 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.
 - b. If development on this site is cause for off-site improvements for water and wastewater, the developer will bear the cost of design, permitting and construction of any such improvements. The developer shall receive no impact fee credits for any such required off-site improvements. The

developer and the City may enter into a pioneering agreement with the developer, if appropriate.

B. Commitment of Capacity

There are no previous commitments of any existing or planned excess capacity.

C. Ability to Provide Services

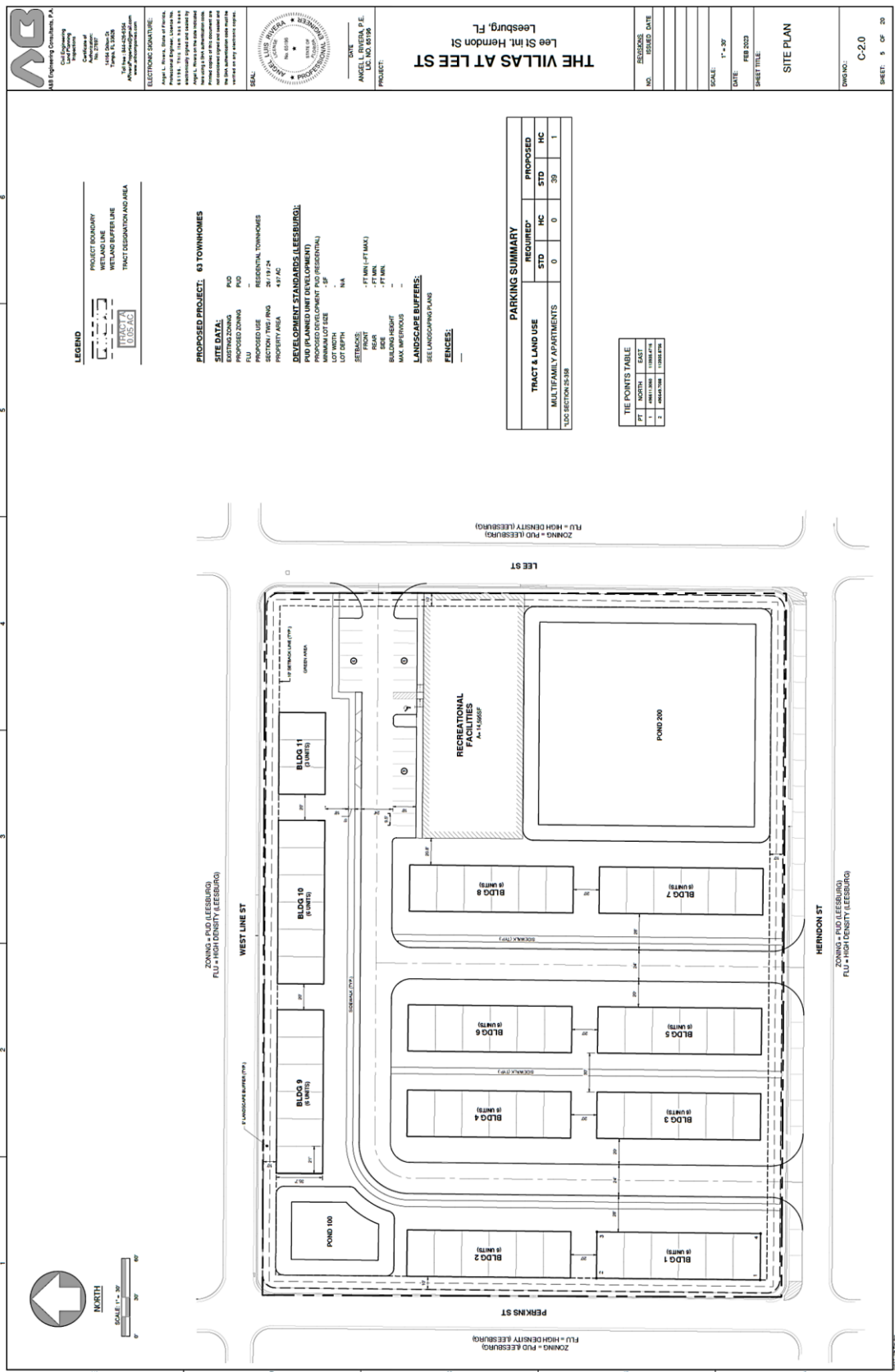
- 1) The City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.

LEGAL DESCRIPTION

EXHIBIT B

All of Block 6, CITY OF LEESBURG, according to the map or plat thereof as recorded in Plat Book 2, Page 19, Public Records of Lake County, Florida, LESS the South 15 feet of Lots 7 and 8, and the East 15 feet of Lots 1, 4, 5 and 8, all in Block 6, CITY OF LEESBURG, conveyed to the City of Leesburg as street right of way.

Parcel Identification Number: 2619243900-006-00000



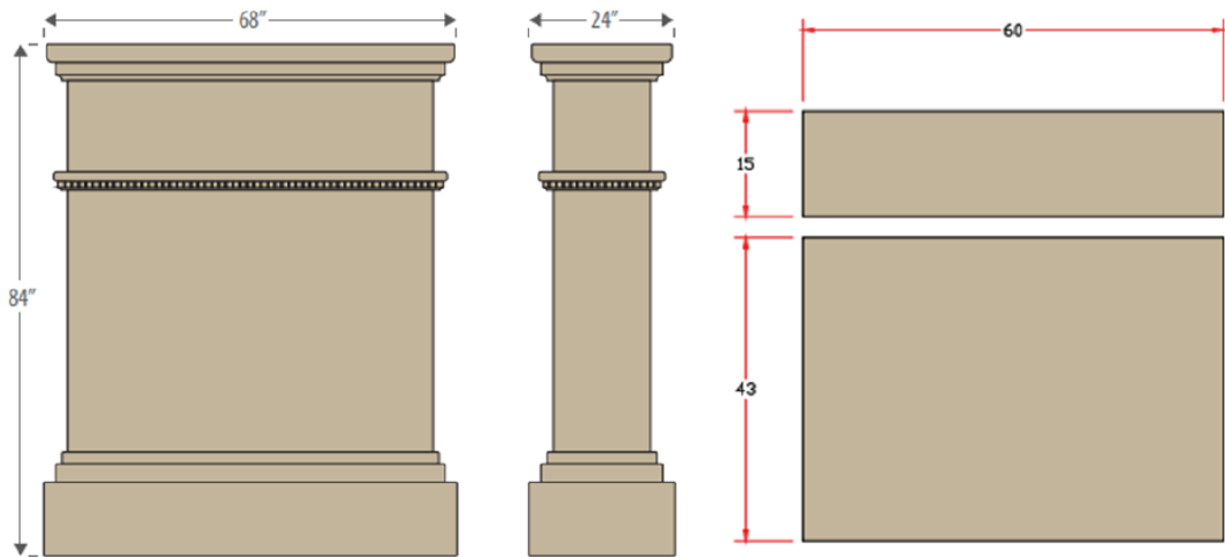












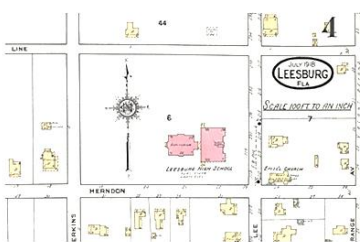


LEE SCHOOL EST. 1915; 1923

VANISHED LEESBURG

Lee School was built in 1915 (South Building) and 1923 (North Building) in the Colonial Revival architectural style by the architect, W.H. Carr. It was originally located on this site at 207 North Lee Street was the first modern educational facility within Leesburg. As the City's oldest educational institution, it was closely tied to its historical development.¹ During the second decade of the twentieth century, economic prosperity prompted the County Board of Public Instruction to build a series of centralized "modern" schools. Students in rural areas were transported to these schools to benefit the improved facilities.¹

The South Building housed all grades until 1918 when the County Board of Public Instruction commissioned the North Building which became the high school. Lee School's population had increased so much that its students were moved to other schools. It served as a grade/elementary school until 1974 when it became known as the Lee Adult Education Center before being sold in 2015.¹



1918 Sanborn Fire Insurance Map for Leesburg, Florida shows Lee School was labeled as "Leesburg High School", but it was also a grammar school.²



1. National Register of Historic Places Registration Form for Lee School, United States Department of the Interior National Park Service
2. 1918 Leesburg, Florida Sanborn Fire Insurance Map, Library of Congress

PATHWAYS TO HISTORY



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

OWNER: Prospera Senior Living LLC
PETITIONER: Barry Mansfield, Prospera Senior Living LLC
PROJECT: Lee Village
REQUEST: Modification to SPUD (Small Planned Unit Development)
CASE NO.: SPUD-23-35

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request for a SPUD (Small Planned Unit Development) zoning as conditioned, is compatible with the current surrounding City of Leesburg zoning districts of R-1 (Low Density Residential) and R-2 (Medium Density Residential).
2. Under the proposed SPUD (Small Planned Unit Development) conditions for this property, the proposed Future Land Use designation is compatible with the surrounding adjacent properties having Future Land Use designations of Low Density Residential and Institutional.
3. The proposed zoning 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 the proposed rezoning from City of Leesburg SPUD (Small Planned Unit Development) to City of Leesburg SPUD (Small Planned Unit Development) and forward the recommendation to the City Commission for consideration.

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

DATE: February 23, 2023
OWNER: Prospera Senior Living LLC
PETITIONER: Barry Mansfield, Prospera Senior Living LLC
PROJECT: Lee Village
REQUEST: Modification to SPUD (Small Planned Unit Development)
CASE NO.: SPUD-23-35

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments – As of 02/17/2023

FIRE

No comments – Amanda Stevenson 02/22/2023

ELECTRIC

Electric has no objections to this project. Easements will be required. Contractor should reach out to the electric department to talk about routes of power, etc. for the project before they submit a site plan. – Steve Davis 02/03/2023

GAS

Natural gas is available and directed per City Ordinance. – Brandon Smith 02/07/2023

GIS

No comments – Tammy Magamoll 02/21/2023

BUILDING

No comments – As of 02/17/2023

PUBLIC WORKS

No comments – As of 02/17/2023

ADDRESSING

No comments – As of 02/17/2023

HOUSING & REDEVELOPMENT

No comments – As of 02/17/2023

LAKE COUNTY PUBLIC WORKS

No comments – As of 02/17/2023

LAKE COUNTY SCHOOLS

No comments – As of 02/17/2023

PUBLIC RESPONSES

Approval

1 – Thomas H. Trees, Received 02/15/2023

Disapproval

1 – Walter Jones, Received 02/10/2023

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

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

DATE: February 23, 2023

OWNER: Prospera Senior Living LLC

PETITIONER: Barry Mansfield, Prospera Senior Living LLC

PROJECT: Lee Village

REQUEST: Modification to SPUD (Small Planned Unit Development)

CASE NO.: SPUD-23-35

GENERAL LOCATION: South of West Line Street and East of Lee Street.

FUTURE LAND USE DESIGNATION: Low Density Residential

SURROUNDING FUTURE LAND USE DESIGNATION:

North – City of Leesburg Low Density Residential

South – City of Leesburg Low Density Residential; General Commercial

East – City of Leesburg Medium Density; Institutional; Recreational Trails

West – City of Leesburg Low Density Residential; General Commercial; Downtown
Mixed Use

PROPOSED FUTURE LAND USE DESIGNATION: Residential

EXISTING ZONING DESIGNATION: SPUD (Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:

North – City of Leesburg R-2 (Medium Density Residential)

South – City of Leesburg R-2 (Medium Density Residential)

East – R-2 (Medium Density Residential); P (Public); CBD Central Business District

West – R-1 (Low Density Residential); C-2 (Community Commercial)

PROPOSED ZONING DESIGNATION: SPUD (Small Planned Unit Development)

EXISTING LAND USE: Private School (Vacant; derelict)

SURROUNDING EXISTING LAND USE:

North – City of Leesburg R-2 (Medium Density Residential)

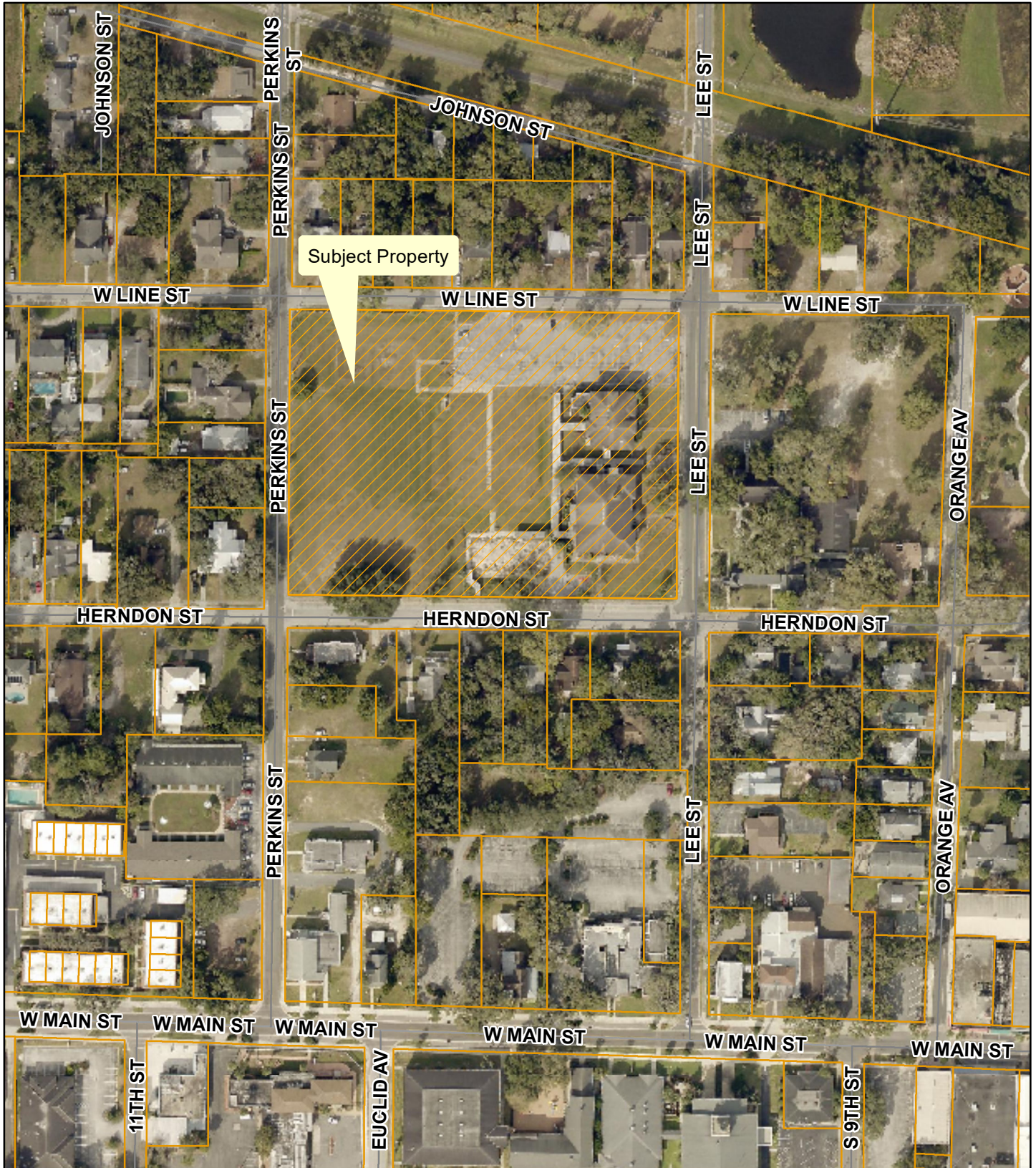
South – City of Leesburg R-2 (Medium Density Residential)

East – R-2 (Medium Density Residential); P (Public); CBD Central Business District

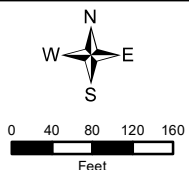
West – R-1 (Low Density Residential); C-2 (Community Commercial)

PROPOSED LAND USE: R-2 (Medium Density Residential)

Aerial

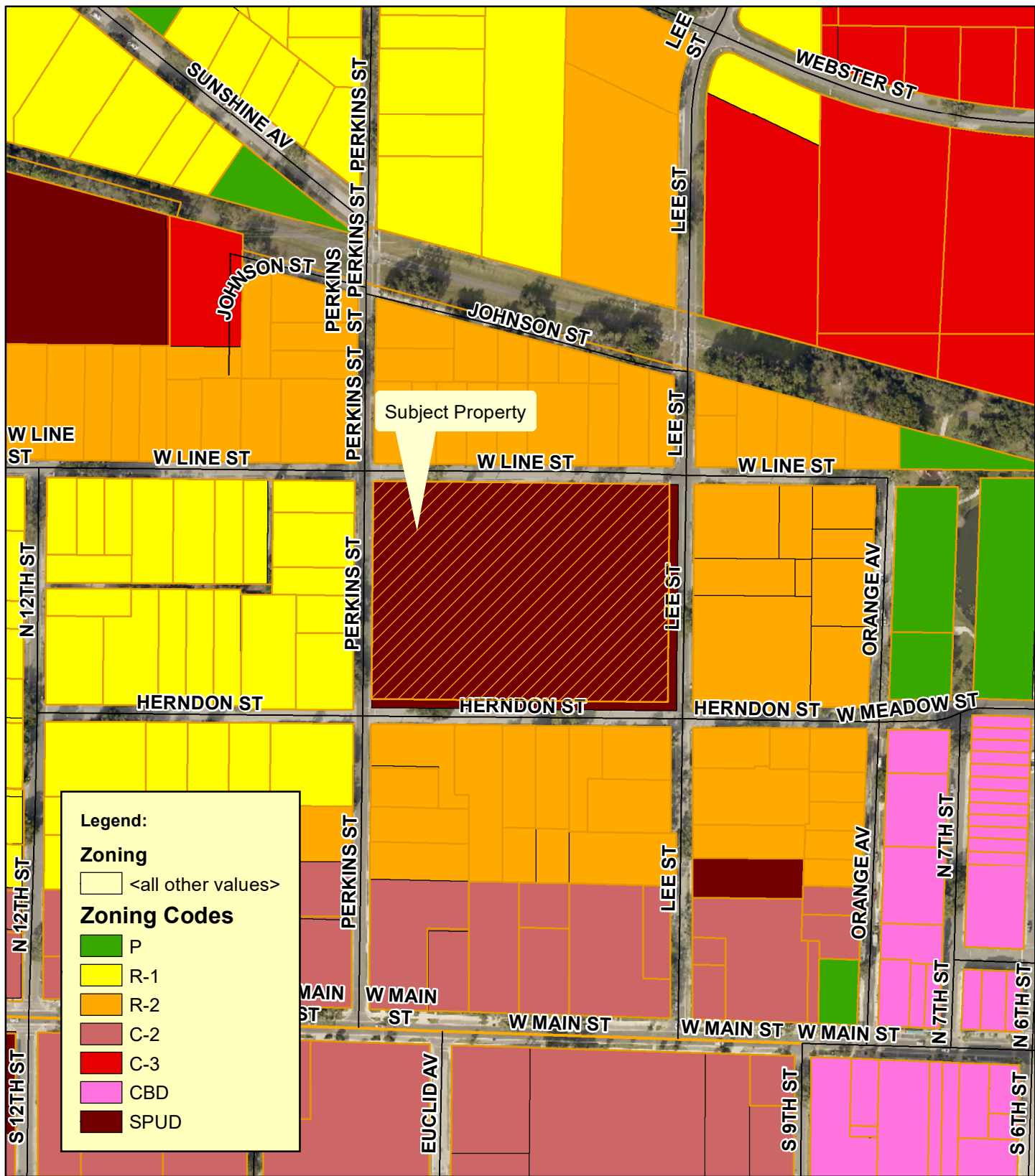


**Planning
& Zoning
Division**

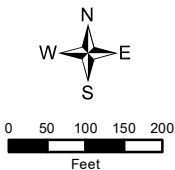


SPUD-23-35
207 Lee Street, Leesburg, FL 34748
Alternate Key #: 1263671
Section 26, Township 19 South, Range 24 East
January 24, 2023

Zoning

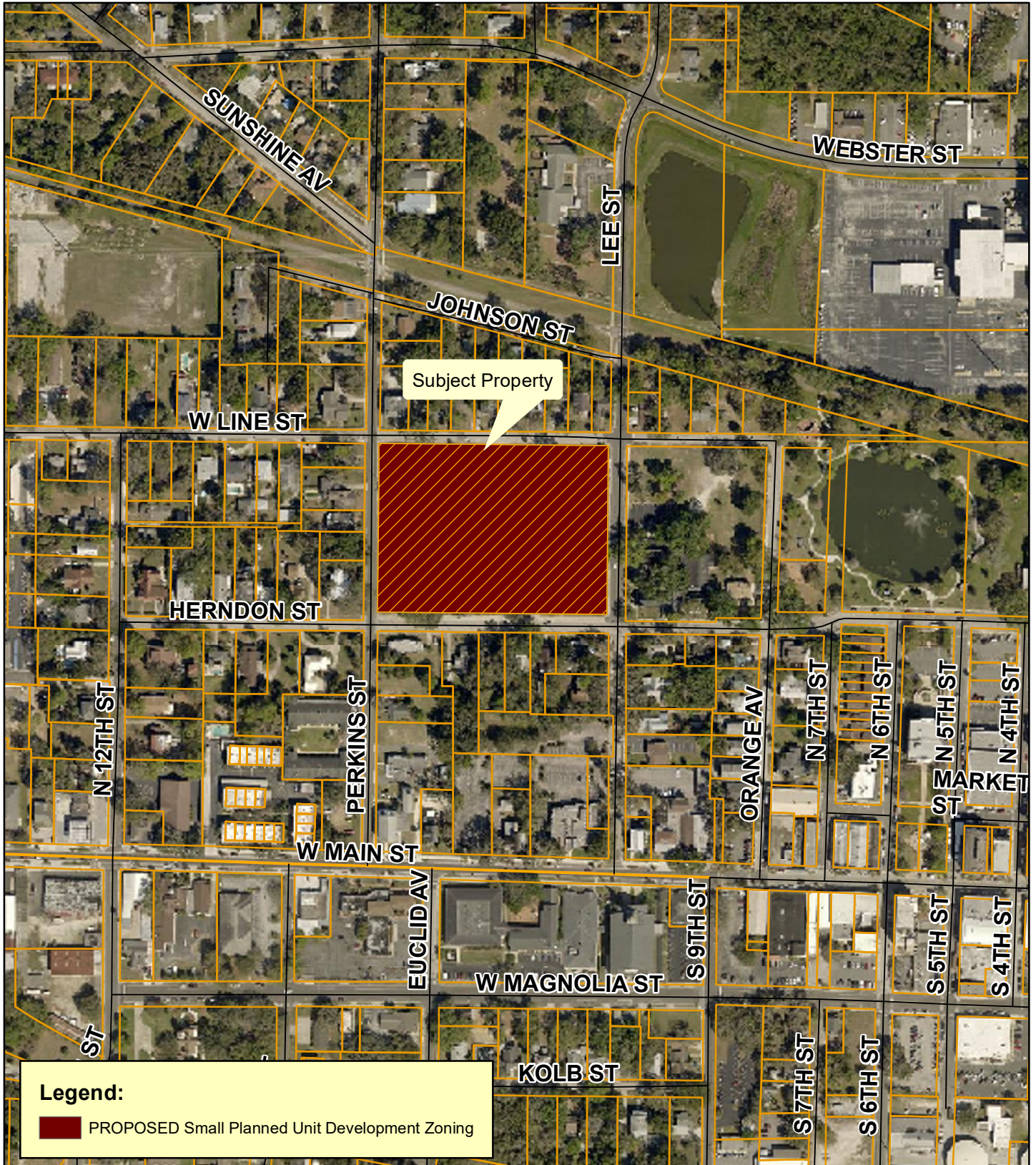


Planning & Zoning Division

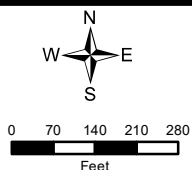


SPUD-23-35
207 Lee Street, Leesburg, FL 34748
Alternate Key #: 1263671
Section 26, Township 19 South, Range 24 East
October 13, 2022

PROPOSED Zoning

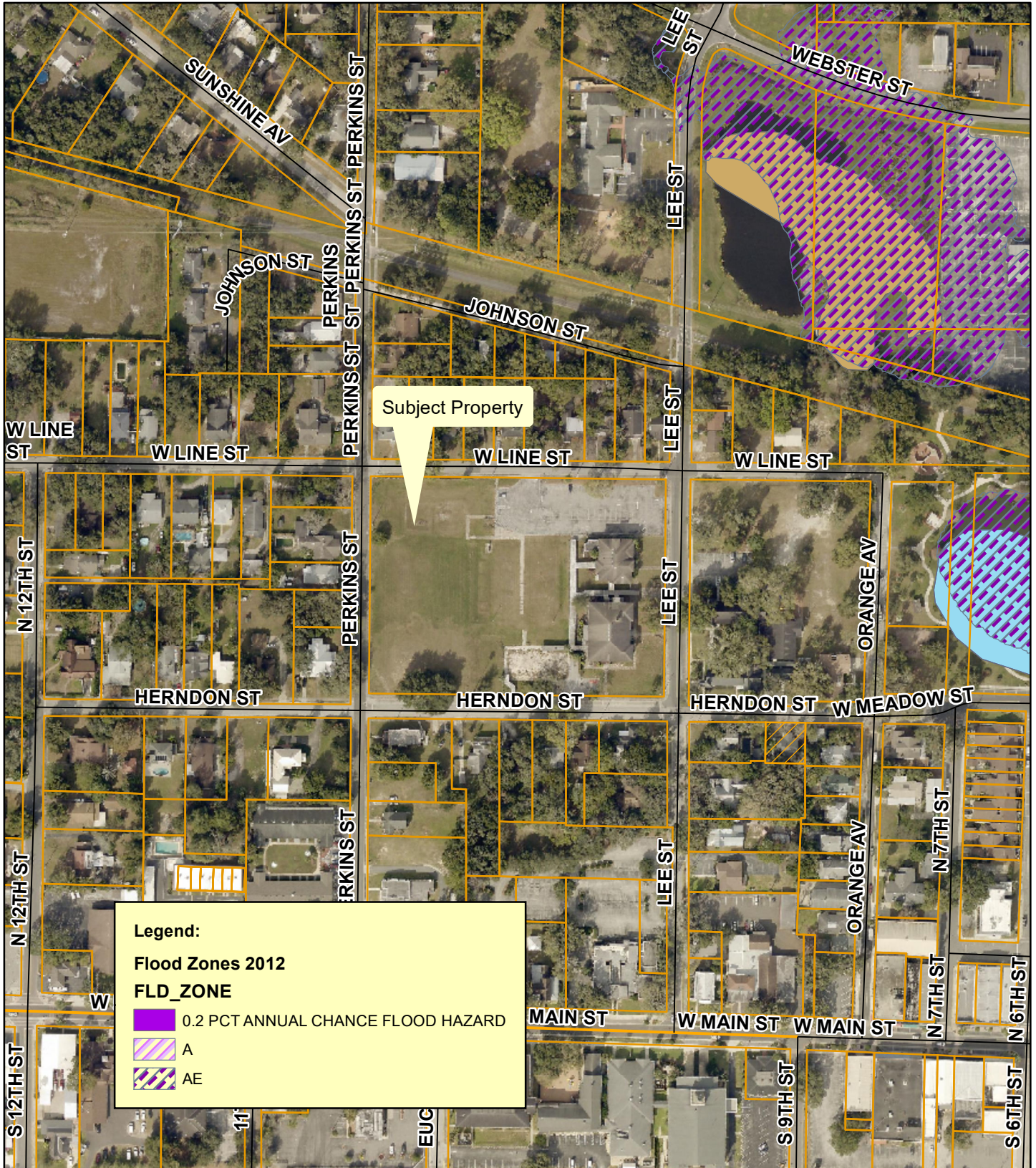


**Planning
& Zoning
Division**

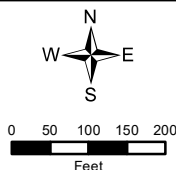


SPUD-23-35 Lee Village
Alternate Key #: 1263671
207 Lee Street, Leesburg, FL 34748
Section 26, Township 19 South, Range 24 East
January 25, 2023

Flood Zone & Wetlands

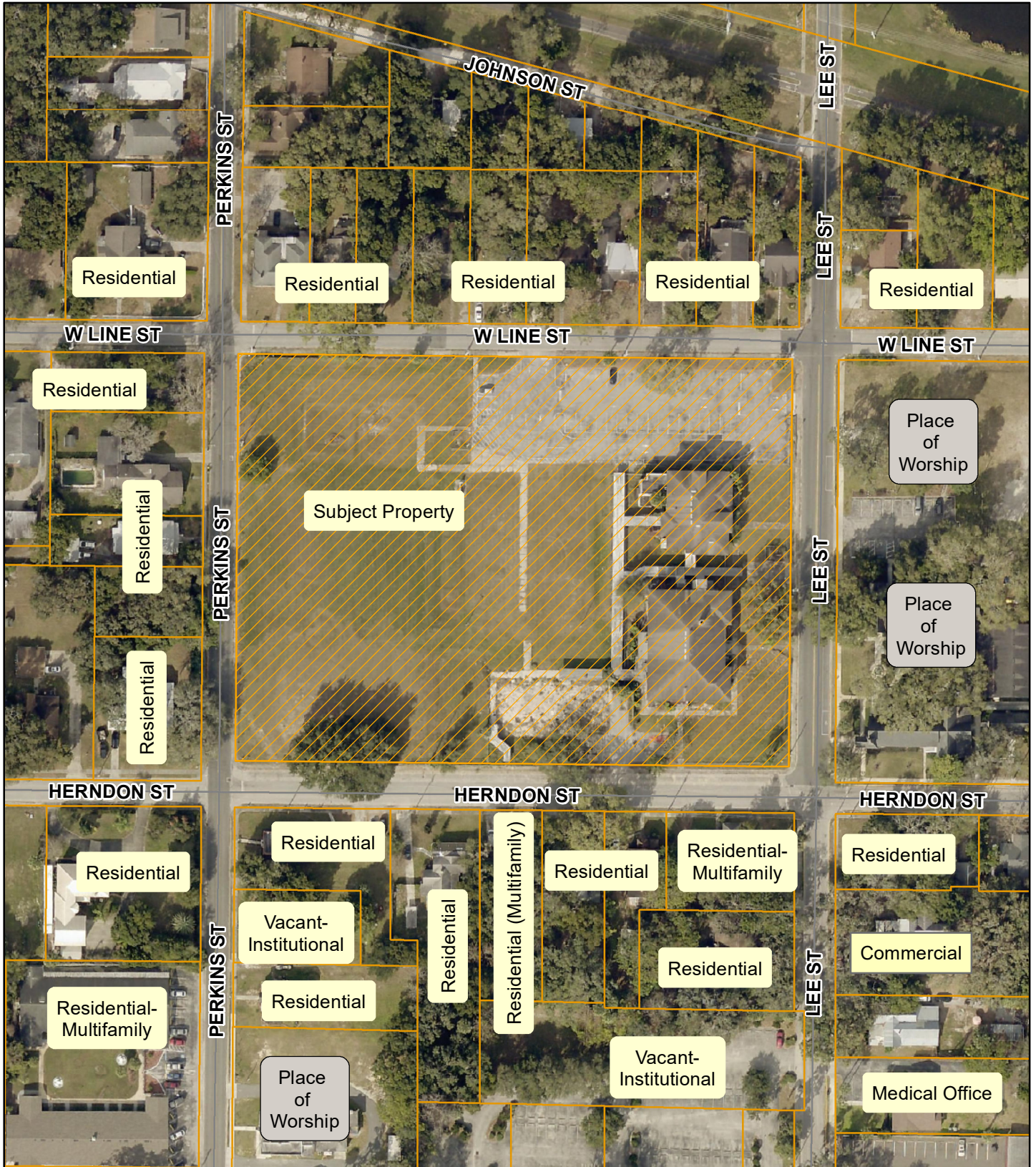


**Planning
& Zoning
Division**

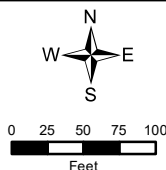


SPUD-23-35
207 Lee Street, Leesburg, FL 34748
Alternate Key #: 1263671
Section 26, Township 19 South, Range 24 East
October 13, 2022

Surround Land Uses

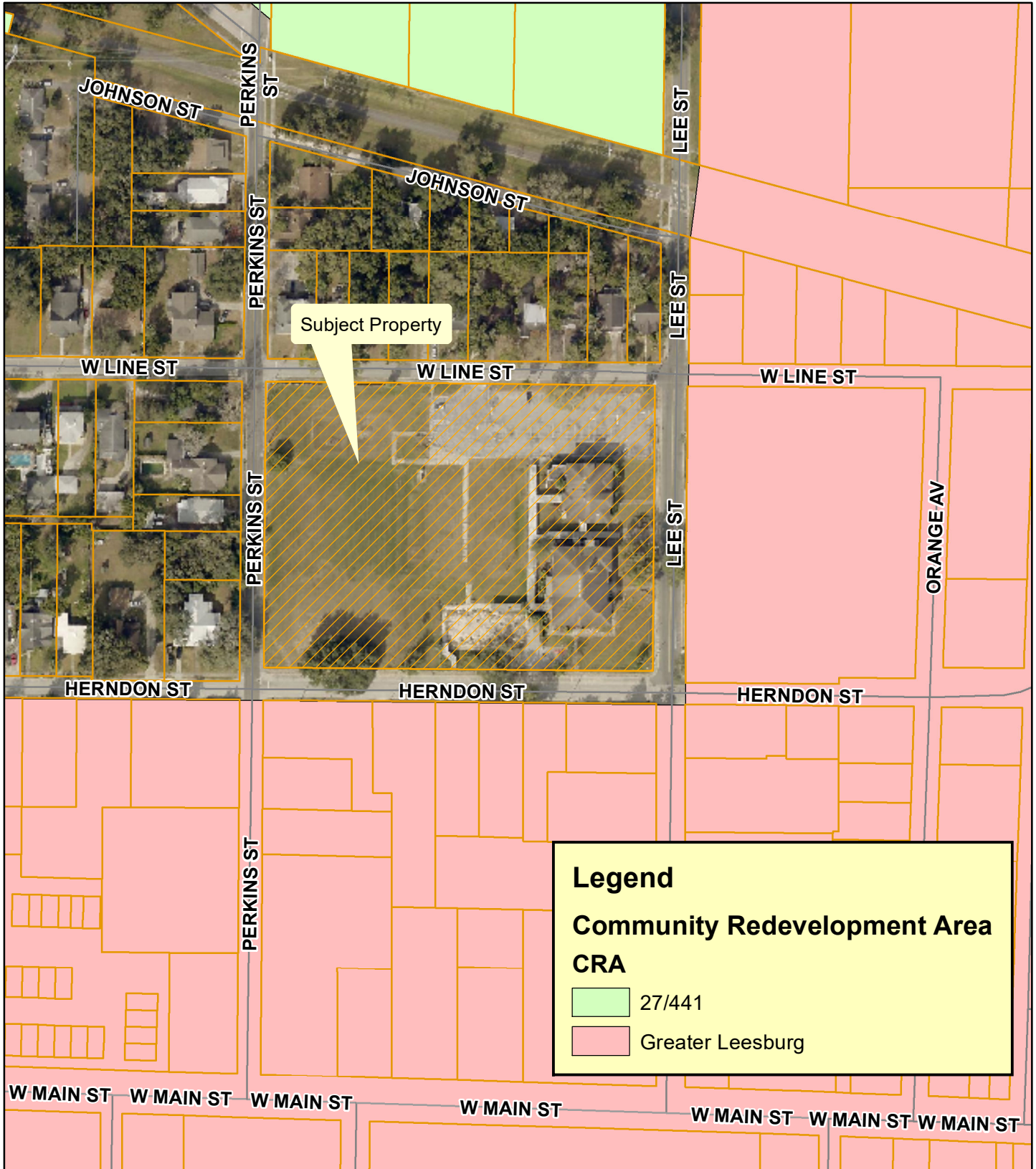


**Planning
& Zoning
Division**

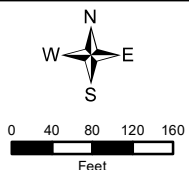


SPUD-23-35
207 Lee Street, Leesburg, FL 34748
Alternate Key #: 1263671
Section 26, Township 19 South, Range 24 East
January 24, 2023

Community Redevelopment Areas

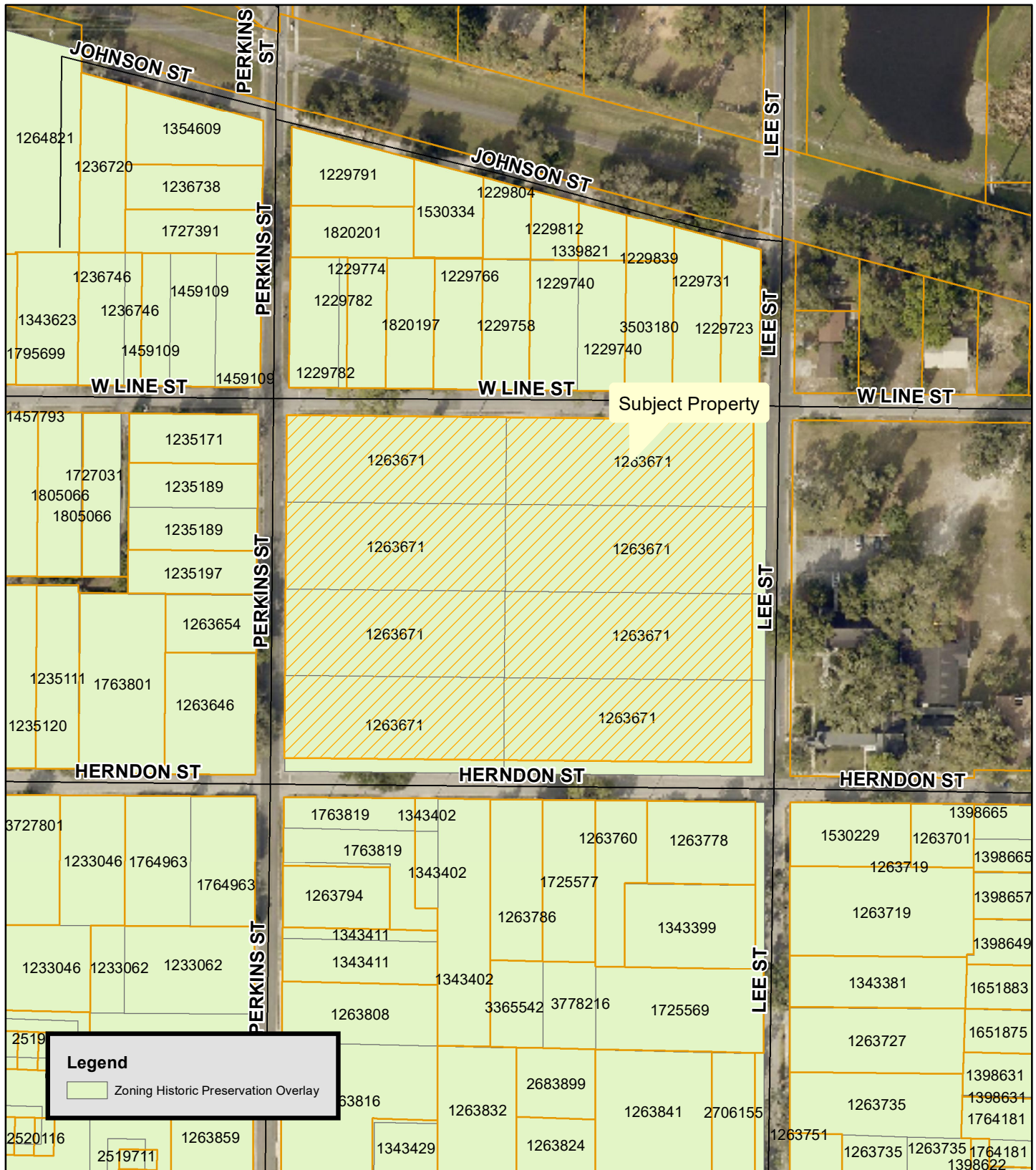


**Planning
& Zoning
Division**

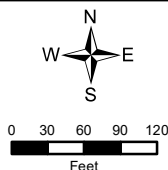


SPUD-23-35
207 Lee Street, Leesburg, FL 34748
Alternate Key #: 1263671
Section 26, Township 19 South, Range 24 East
January 24, 2023

Historic Preservation District Overlay



**Planning
& Zoning
Division**



SPUD-23-35
207 Lee Street, Leesburg, FL 34748
Alternate Key #: 1263671
Section 26, Township 19 South, Range 24 East
October 13, 2022



Looking East along Lee Street



Looking East onto Property from Lee Street



Looking North along Lee Street



Looking South along Lee Street



Looking North onto Property on Herndon Street



Looking East along Herndon Street



Looking West along Herndon Street



Looking East onto Property along Perkins Street



Looking North along Perkins Street



Looking South along Perkins Street



Looking West from Perkins Street



Looking North from Property along West Line Street



Looking South onto Property on West Line Street



Looking East along West Line Street



Looking West along West Line Street

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: March 13, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 34.7 +/- acres, and being generally located south of State Road 44 and west of Whitney Road, lying in Section 19, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 2; and providing an effective date. (Crossings at 44 AX)

Staff Recommendation:

The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of Crossings at 44.

Analysis:

The applicant has submitted a request for annexation of approximately 34.7 +/- acres, generally located south of State Road 44 and west of Whitney Road, as shown on the attached General Location Map. At this time, the property is vacant acreage. The current zoning is Lake County A (Agriculture); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is to connect to water and sewer service to develop the property. The proposal for the property is a mix of residential, medical and commercial uses.

The property is surrounded by Lake County A (Agriculture), Lake County CP (Planned Commercial), Lake County PUD (Planned Unit Development), and Lake County MP (Planned Industrial). Under the conditions of the PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Small-Scale Comprehensive Plan Amendment, which, along with the Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on January 19, 2023.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

A positive fiscal impact will result from the annexation and development of this property due to increased tax revenue added to the General Fund. Future development of the property will increase this anticipated impact.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 34.7 +/- ACRES, AND BEING GENERALLY LOCATED SOUTH OF STATE ROAD 44 AND WEST OF WHITNEY ROAD, LYING IN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 2; AND PROVIDING AN EFFECTIVE DATE. (CROSSINGS AT 44 AX)

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

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

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

Section 1.

Based upon the petition of Hemant S. Khokhar (Hesko Holdings, LLC, Petitioner) for Crossings at 44 for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description
(See Exhibit A);

Section 2.

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

territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed here by is assigned to City Commission District 2;

Section 3.

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

Section 4.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of March 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A

Legal Description:

TRACT 2:

The East 150.00 feet of the West 300.00 feet of that part of the East 1113.00 feet of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, lying South of the South line of the right of way of State Road No. 44.

TRACT 3:

The East 150.00 feet of the West 450.00 feet of that part of the East 1113.00 feet of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, lying South of the South line of the right of way of State Road No. 44.

TRACT 4:

The East 150.00 feet of the West 600.00 feet of that part of the East 1113.00 feet of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, lying South of the South line of the right of way of State Road No. 44.

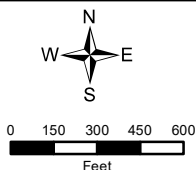
TRACT 5:

That part of the East 1113.00 feet of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, lying South of the South line of the right of way of State Road No. 44. LESS: The West 600.00 feet thereof.

Aerial

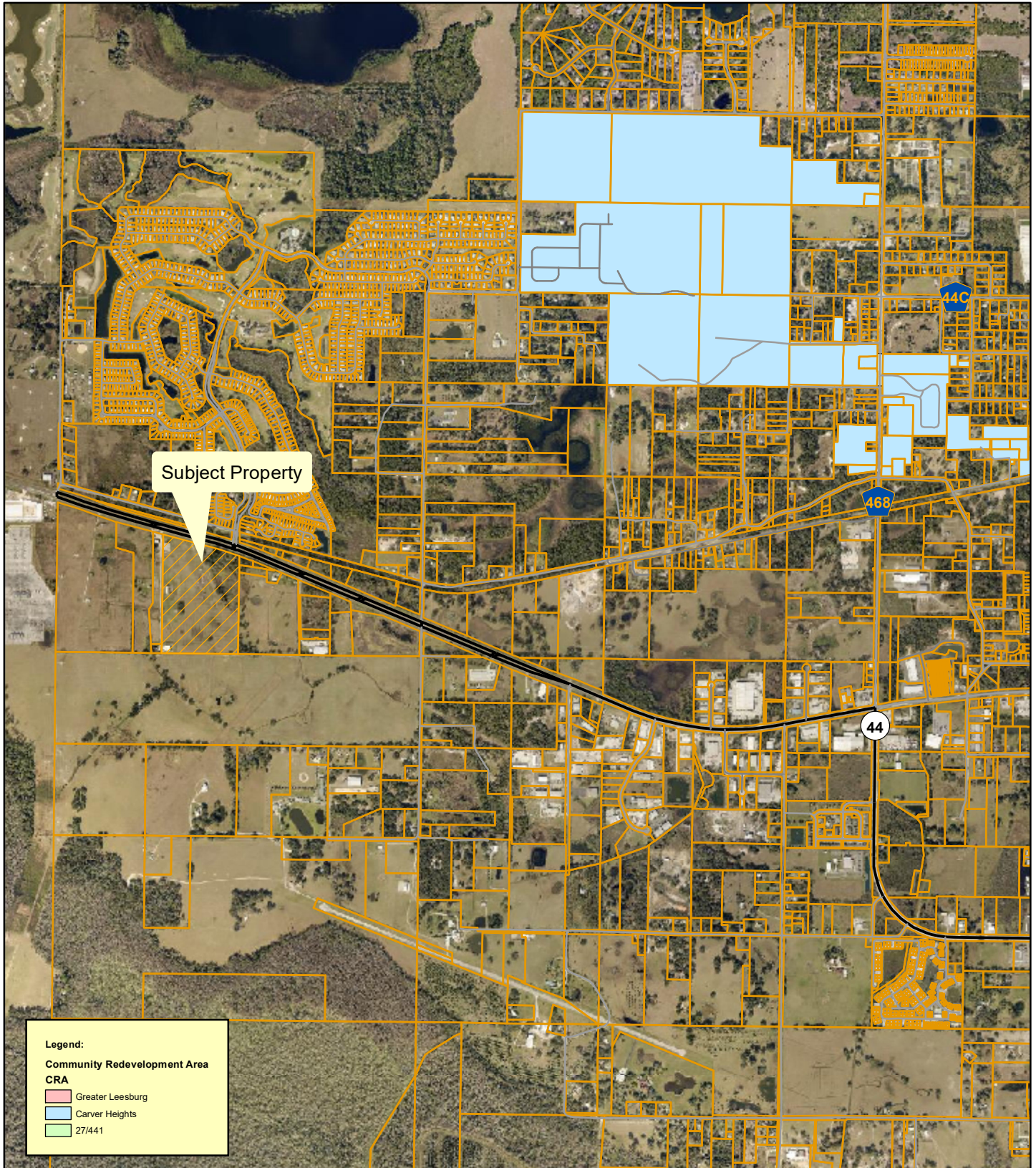


**Planning
& Zoning
Division**

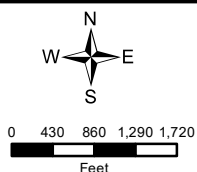


Crossings at 44
ANNX-22-568; SSCP-22-569; PUD-22-570
Alternate Key #: 1087627
Section 19, Township 19 South, Range 24 East
December 2, 2022

Community Redevelopment Area

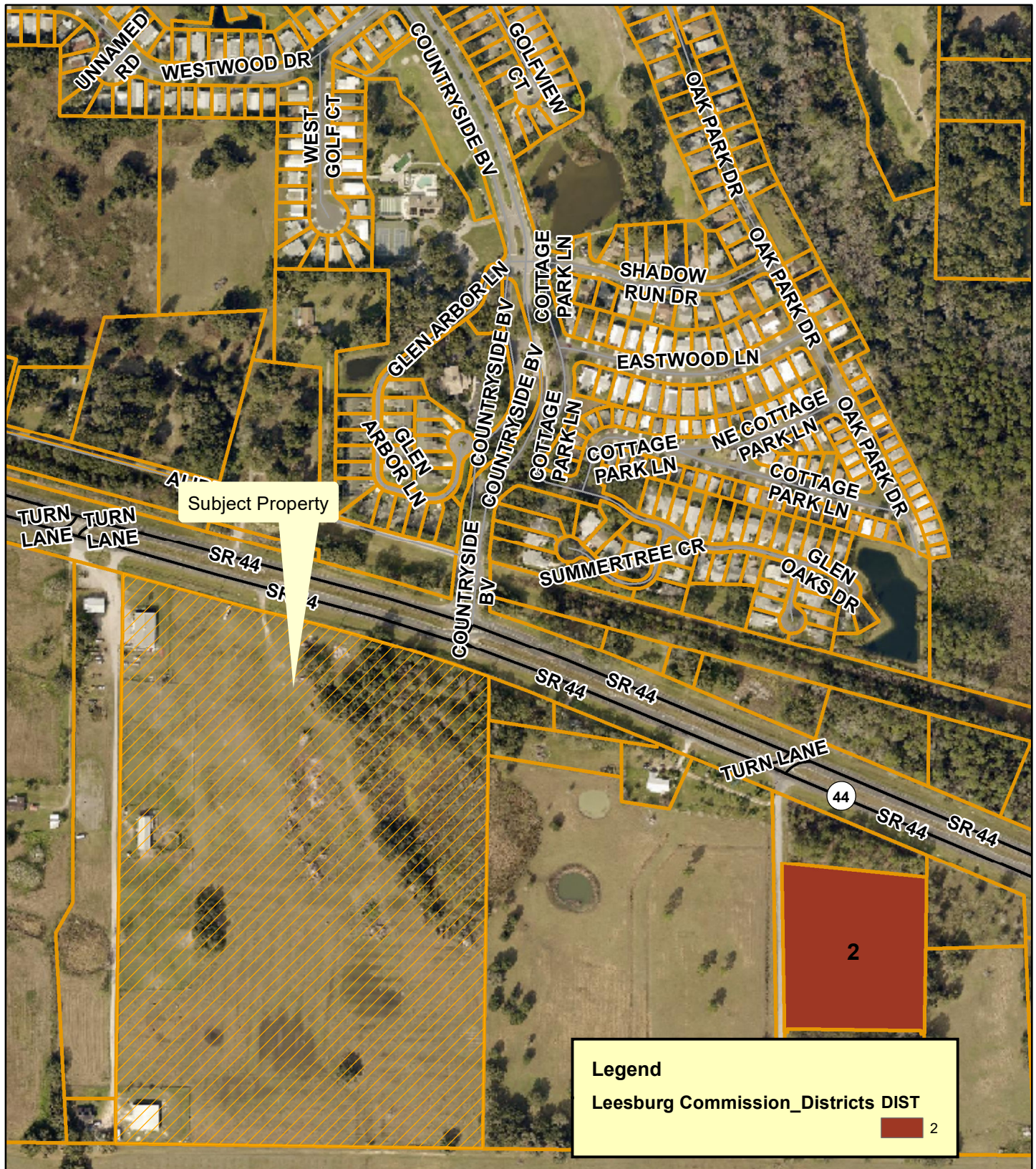


**Planning
& Zoning
Division**

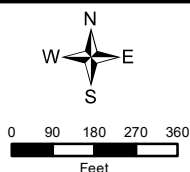


Crossings at 44
ANNX-22-568; SSCP-22-569; PUD-22-570
Alternate Key #: 1087627
Section 19, Township 19 South, Range 24 East
December 2, 2022

Commission Districts



Planning & Zoning Division



Crossings at 44
ANNX-22-568; SSCP-22-569; PUD-22-570
Alternate Key #: 1087627
Section 19, Township19 South, Range 24 East
January 18, 2023

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.3.

Meeting Date: March 13, 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 34.7 +/- acres from Lake County Rural to City of Leesburg General Commercial, for a property generally located south of State Road 44 and west of Whitney Road, lying in Section 19, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Crossings at 44 SSCP)

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 34.7 +/- acres from Lake County Rural to City of Leesburg General Commercial.

Analysis:

The project site is approximately 34.7 acres, and is generally located south of State Road 44 and west of Whitney Road. Currently, the property is undeveloped, vacant acreage. The proposal consists of a mix of residential, medical and commercial uses. The surrounding Future Land Use Map designations of Lake County Regional Office, Lake County Rural Transition, and Lake County Rural are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of General Commercial. 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 January 19, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Rural to City of Leesburg General Commercial; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact on the City as a result of action on this item. Future development of the property will create a positive fiscal impact from the 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 34.7 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED SOUTH OF STATE ROAD 44 AND WEST OF WHITNEY ROAD, LYING IN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CROSSINGS AT 44 SSCP)

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

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

NOW, THEREFORE,

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

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 34.7 acres of land generally located south of State Road 44 and west of Whitney Road from Lake County Rural to City of Leesburg General Commercial, as shown on the revised map of said area, lying in Section 19, 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 13th day of March 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A

Legal Description:

TRACT 2:

The East 150.00 feet of the West 300.00 feet of that part of the East 1113.00 feet of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, lying South of the South line of the right of way of State Road No. 44.

TRACT 3:

The East 150.00 feet of the West 450.00 feet of that part of the East 1113.00 feet of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, lying South of the South line of the right of way of State Road No. 44.

TRACT 4:

The East 150.00 feet of the West 600.00 feet of that part of the East 1113.00 feet of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, lying South of the South line of the right of way of State Road No. 44.

TRACT 5:

That part of the East 1113.00 feet of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, lying South of the South line of the right of way of State Road No. 44. LESS: The West 600.00 feet thereof.



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

OWNER: Charles D. and Avor Linda Sellers, Trustees
PETITIONER: Hesko Holdings, LLC
PROJECT: Crossings at 44
REQUEST: Small Scale Comprehensive Plan (SSCP) Amendment to General Commercial
CASE NO.: SSCP-22-569

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Comprehensive Plan Amendments.
2. The proposed request for a Small-Scale Comprehensive Plan (SSCP) amendment as conditioned in the City of Leesburg is compatible with the adjacent future land use designations of Lake County Rural Transition and Lake County Regional Office.
3. The proposed request as conditioned in City of Leesburg Case Number SSCP-22-569, is compatible with the current surrounding zoning districts of Lake County A (Agriculture), Lake County PUD (Planned Unit Development), Lake County CP (Planned Commercial), and Lake County MP (Planned 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 Lake County Rural Transition to the City of Leesburg General Commercial and forward the recommendation to the City Commission for consideration.

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

DATE: January 19, 2023

OWNER: Charles D. and Avor Linda Sellers, Trustees
PETITIONER: Hesko Holdings, LLC
PROJECT: Crossings at 44
REQUEST: Small Scale Comprehensive Plan Amendment to Commercial; Zoning to PUD
(Planned Unit Development)
CASE NO.: SSCP-22-569; PUD-22-570

GENERAL LOCATION: South of State Road 44 and West of Whitney Road.

FUTURE LAND USE DESIGNATION: Lake County Rural

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural Transition
South – Lake County Rural
East – Lake County Regional Office
West – Lake County Rural

PROPOSED FUTURE LAND USE DESIGNATION: General Commercial

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture); Lake County PUD (Planned Unit Development);
Lake County CP (Planned Commercial)
South – Lake County A (Agriculture)
East – Lake County MP (Planned Industrial); Lake County A (Agriculture)
West – Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Improved pasture

SURROUNDING EXISTING LAND USE:

North – Agriculture (Pasture); Residential
South – Agriculture (Pasture)
East – Agriculture (Pasture)
West – Agriculture (Pasture)

PROPOSED LAND USE: Mixed-Use

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

DATE: January 19, 2023

OWNER: Charles D. and Avor Linda Sellers, Trustees

PETITIONER: LPG Urban & Regional Planners, Inc. on behalf of Hesko Holdings, LLC

PROJECT: Crossings at 44

REQUEST: Small Scale Comprehensive Plan Amendment to General Commercial; Zoning to PUD
(Planned Unit Development)

CASE NO.: SSCP-22-569; PUD-22-570

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments – As of 1/13/23

FIRE

In reference to Case Number SSCP-22-569; PUD-22-570

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-22-569; PUD-22-570 is outside the recommended four-minute response time for initial responding fire apparatus.

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

– Amanda Stevenson 1/13/2023

ELECTRIC

Electric has no objections. Easements will be required for all underground primary to be installed, as well as transformer locations. – Steve Davis 1/03/2023

GAS

No comments – As of 1/13/23

GIS

No comments – As of 1/13/23

BUILDING

No comments – As of 1/13/23

PUBLIC WORKS

Natural gas is available and directed per City Ordinance. – Brandon Smith 12/31/22

ADDRESSING

No comments – As of 1/13/23

HOUSING & REDEVELOPMENT

No comments – As of 1/13/23

LAKE COUNTY PUBLIC WORKS

The parcels fronts SR 44 and access to the property will require permitting from Florida Department of Transportation. Lake County would request review of future development plans to review both stormwater design and floodplain impacts. Thanks Seth Lynch 1/5/23

LAKE COUNTY SCHOOLS

The school district does not have any comments for the commercial uses, the assisted living facility, rehabilitation facility, and skilled nursing uses proposed.

However, the multi-family apartments indicated for the project are subject to school concurrency review.

The applicant has been issued an Adequate Public Facilities (APF) determination for 280 multi-family dwelling units. – Helen LaValley 01/02/2023

PUBLIC RESPONSES

Approval

No comments – As of 1/13/23

Disapproval

No comments – As of 1/13/23

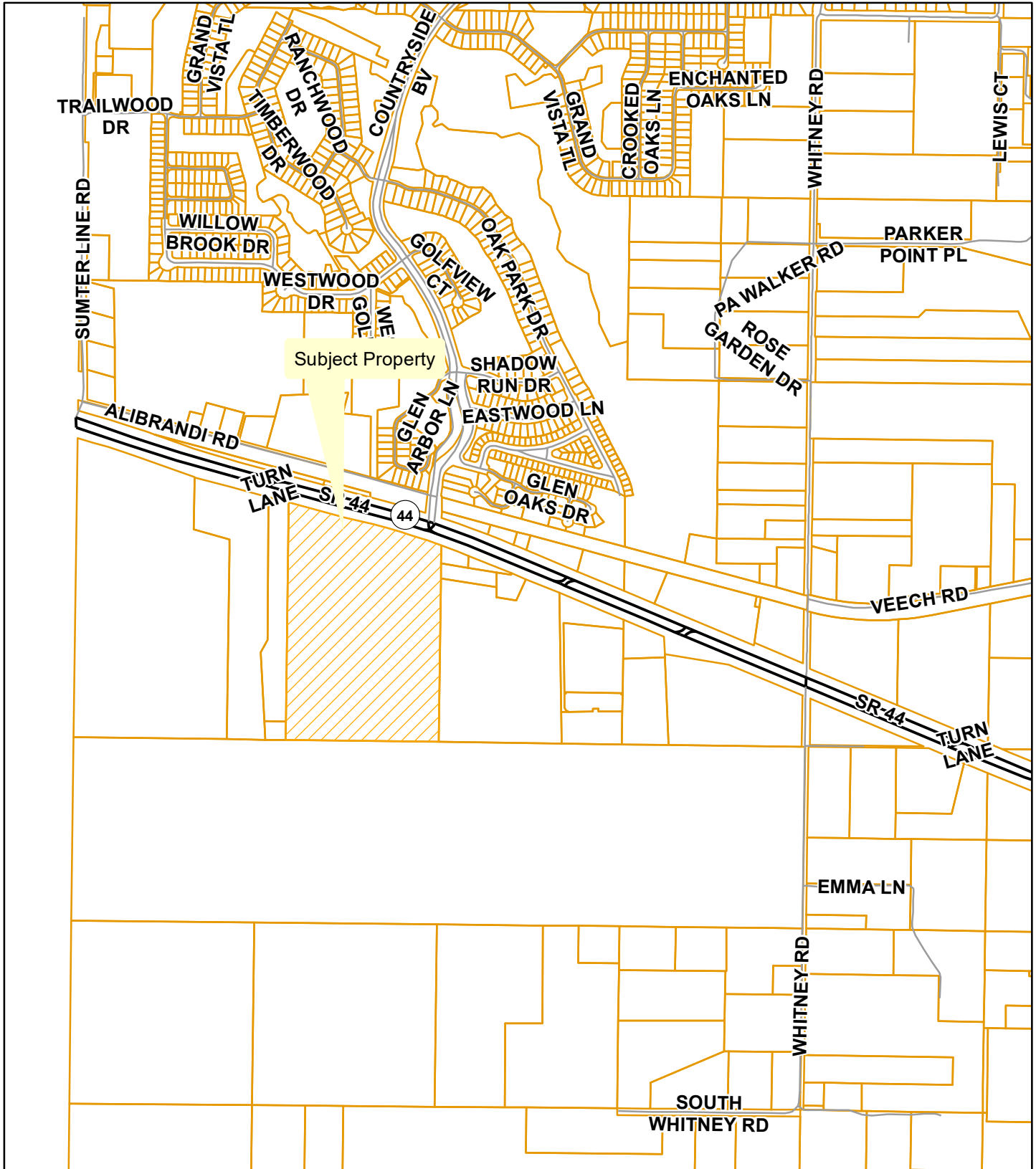
No comment

Notice of Appearance filed:

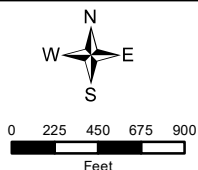
PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Locator



**Planning
& Zoning
Division**

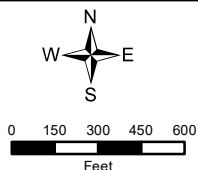


Crossings at 44
 ANN-22-568; SSCP-22-569; PUD-22-570
 Alternate Key #: 1087627
 Section 19, Township 19 South, Range 24 East
 December 2, 2022

Aerial

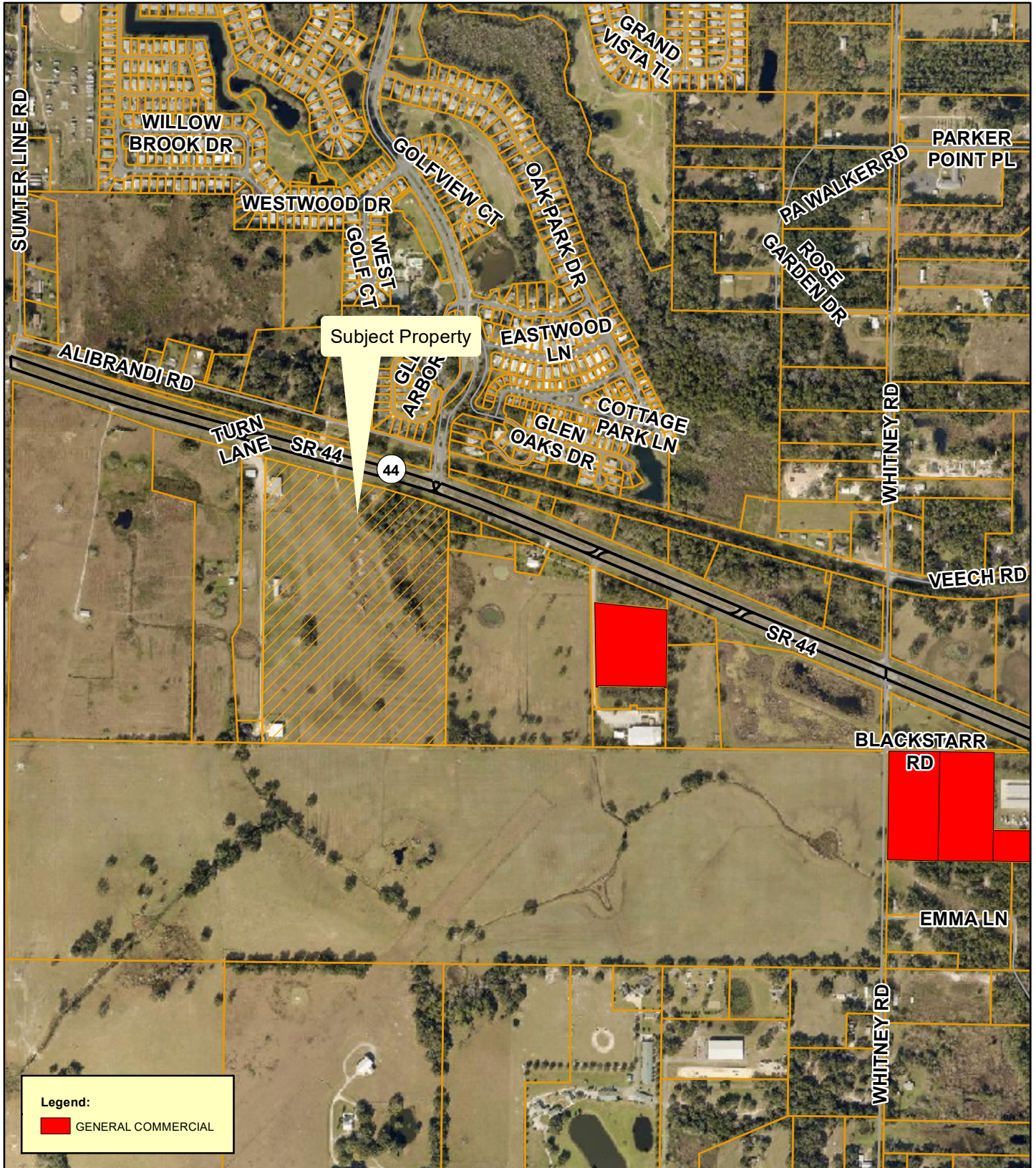


**Planning
& Zoning
Division**

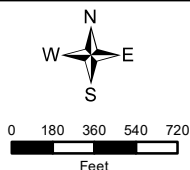


Crossings at 44
 ANN-22-568; SSCP-22-569; PUD-22-570
 Alternate Key #: 1087627
 Section 19, Township 19 South, Range 24 East
 December 2, 2022

Future Land Use

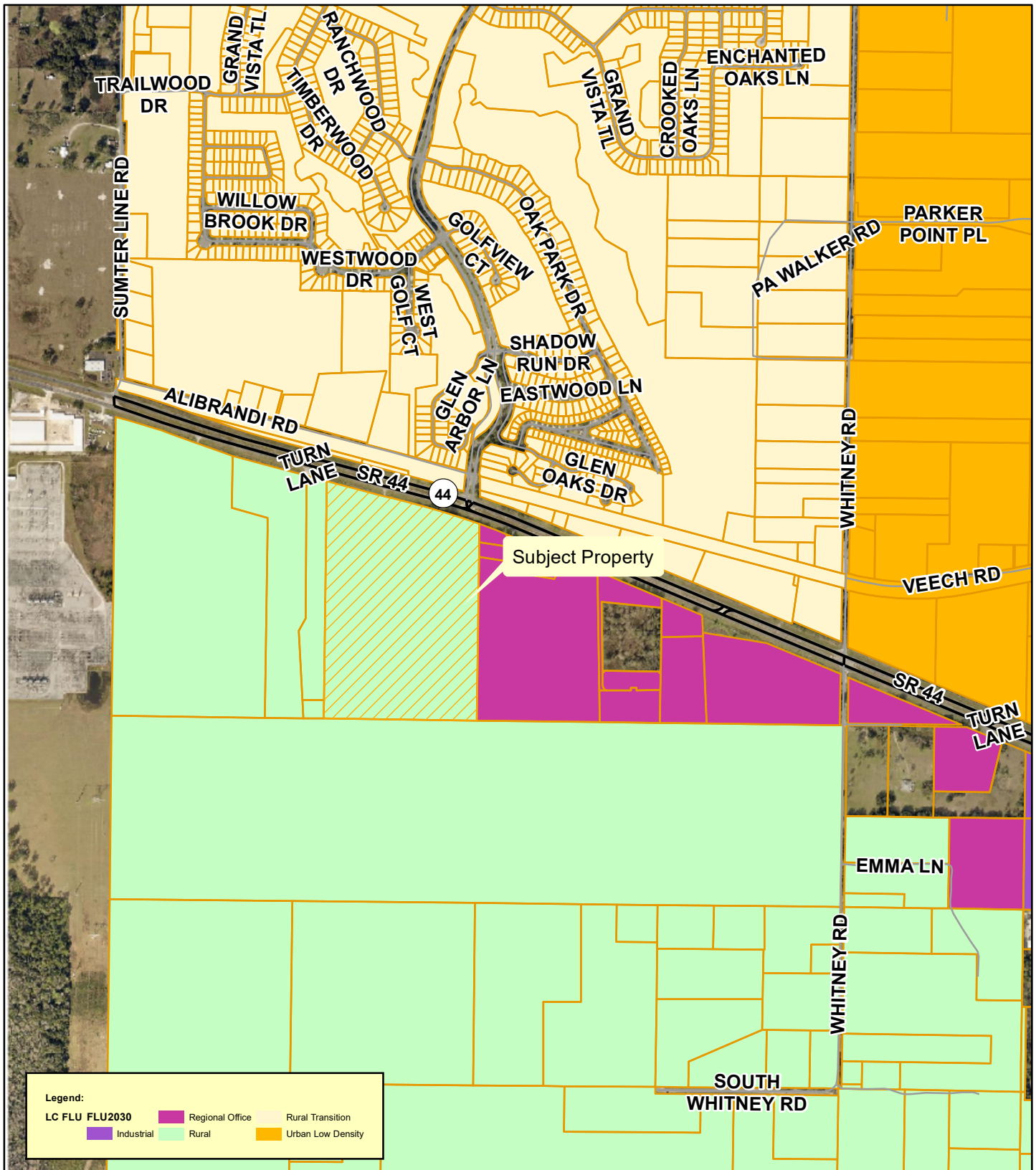


**Planning
& Zoning
Division**

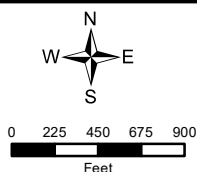


Crossings at 44
 ANN-22-568; SSCP-22-569; PUD-22-570
 Alternate Key #: 1087627
 Section 19, Township 19 South, Range 24 East
 December 2, 2022

Lake County Future Land Use

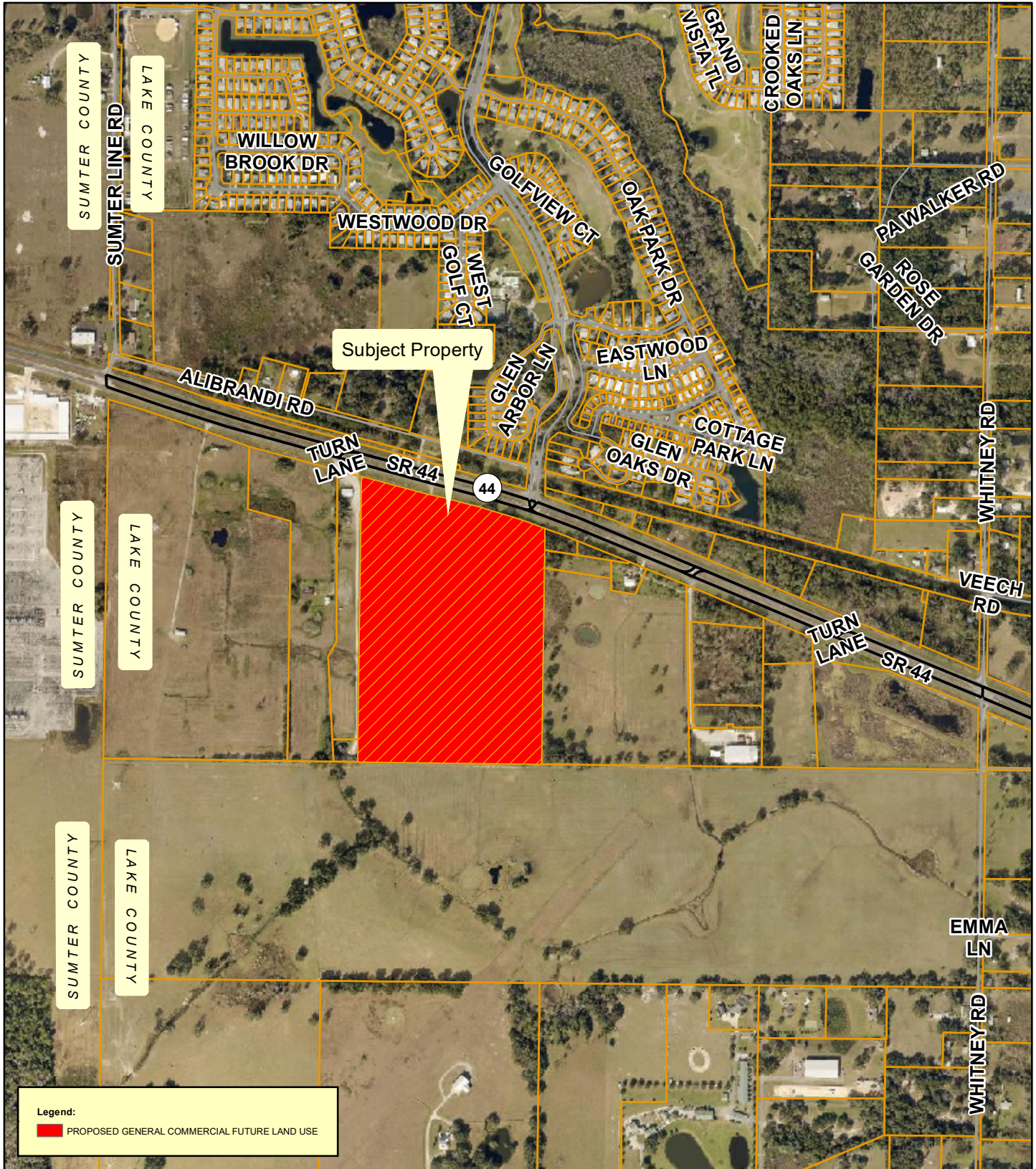


**Planning
& Zoning
Division**

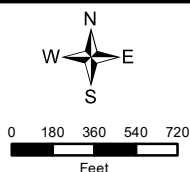


Crossings at 44
ANNX-22-568; SSCP-22-569; PUD-22-570
Alternate Key #: 1087627
Section 19, Township 19 South, Range 24 East
December 2, 2022

PROPOSED FUTURE LAND USE

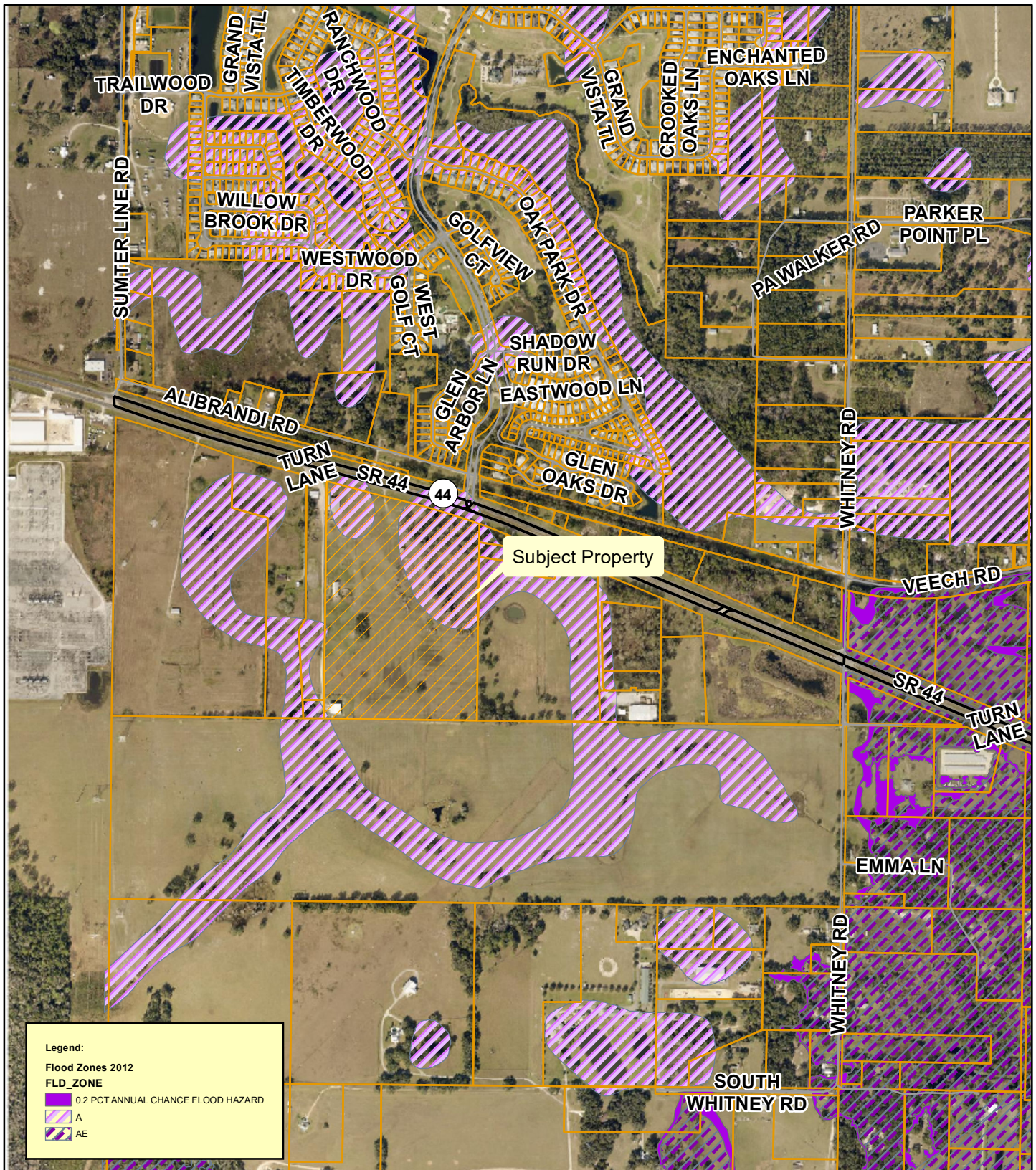


**Planning
& Zoning
Division**

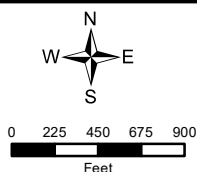


Crossings at 44
ANNX-22-568; SSCP-22-569; PUD-22-570
Alternate Key #: 1087627
Section 19, Township 19 South, Range 24 East
December 2, 2022

Flood Zones

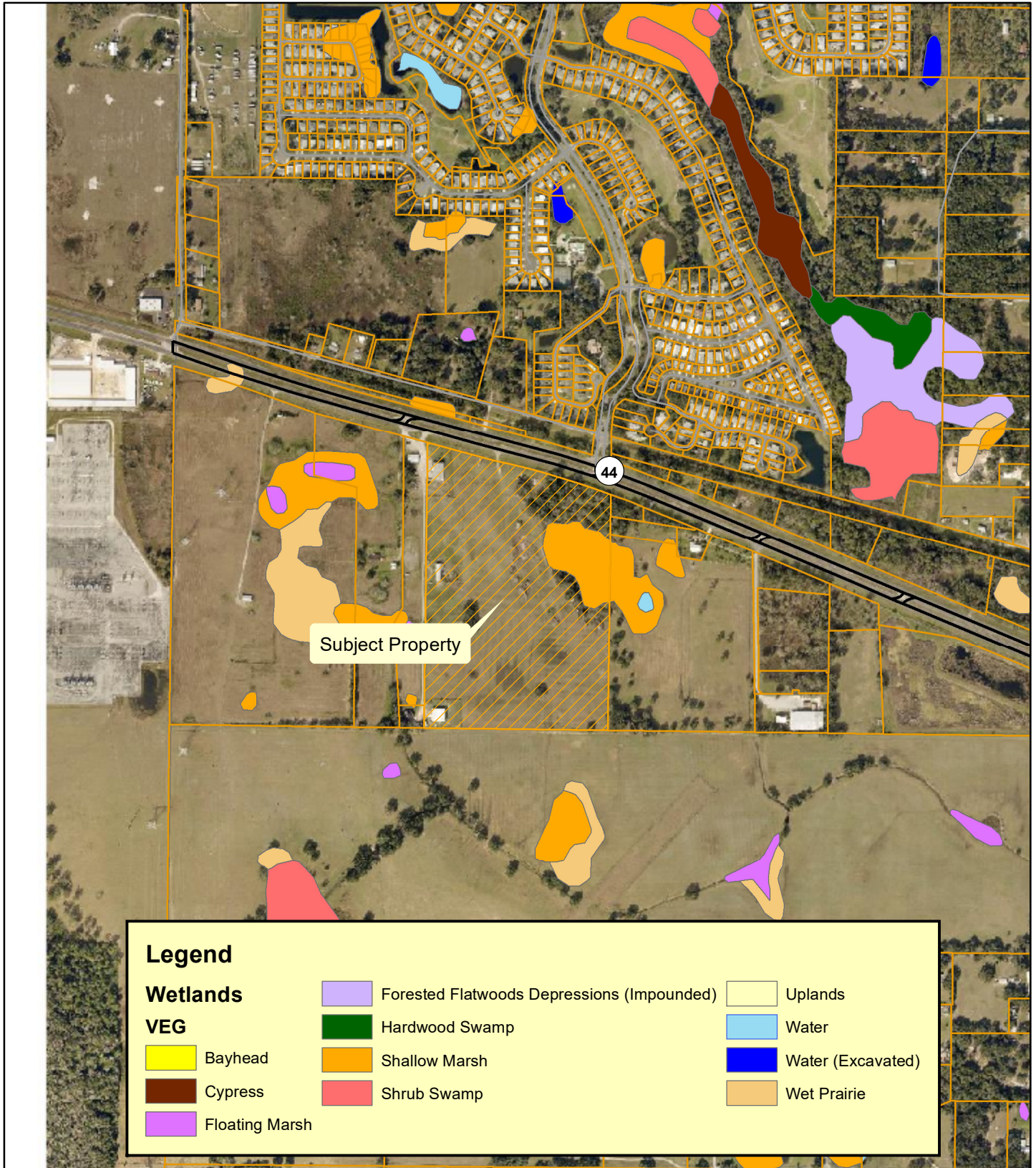


**Planning
& Zoning
Division**

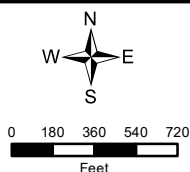


Crossings at 44
ANNX-22-568; SSCP-22-569; PUD-22-570
Alternate Key #: 1087627
Section 19, Township 19 South, Range 24 East
December 2, 2022

Wetlands



**Planning
& Zoning
Division**



Crossings at 44
 ANN-22-568; SSCP-22-569; PUD-22-570
 Alternate Key #: 1087627
 Section 19, Township 19 South, Range 24 East
 January 19, 2023



DRAFT SUMMARY MINUTES OF A SPECIAL CALLED MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, JANUARY 19TH, 2023 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, January 19th, 2023, at City Hall.

Chairman Ted Bowersox called the meeting to order at 4:30 p.m.

The following Commission members were present:

Ted Bowersox – Chairman
Tim Sennett – Vice-Chair
John O’Kelley
Stewart Kaplan
Nathaniel Sanders
Ken Simeone

The following Commission members were absent:

Ze’Shieca Carter
Frazier Marshall

City staff in attendance included Dan Miller, Planning & Zoning Director, Sabrina Mitchell, Administrative Assistant II, Christine Rock, Senior Planner, Dianne Yekel, Senior Planner, Max Van Allen, Planner, Melissa Medders, Planner and City Attorney Grant Watson was also present.

The meeting opened with an invocation given by Chairman Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker’s registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

**DRAFT SUMMARY MINUTES OF THE PLANNING COMMISSION MEETING
FOR THURSDAY, DECEMBER 15TH, 2022.**

Commissioner Sanders moved to APPROVE the draft minutes from the DECEMBER 15TH, 2022 meeting. Vice-Chairman Sennett SECONDED the motion, which PASSED by a vote of 6-0.

Sabrina Mitchell swore in staff as well as anyone in the audience wishing to speak.

Chairman Bowersox called for the first case under new business be brought forward.

NEW BUSINESS

1) PUBLIC HEARING CASE # SSCP-22-569 – CROSSINGS AT 44 – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING 34.7 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG GENERAL COMMERCIAL FOR A MIXED-USE DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED SOUTH OF STATE ROAD 44 AND WEST OF WHITNEY ROAD AS LEGALLY DESCRIBED IN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, FEBRUARY 13TH, 2023 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, MARCH 27TH, 2023)** (Crossings at 44)

Dan Miller requested to discuss the next two cases together and vote on each case separately.

Dan Miller introduced case number #SSCP-22-569 – Crossings at 44 – Small Scale Comprehensive Plan Amendment and case number #PUD-22-570 Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background and explanation of the subject property, location, zoning, and requests, and went over PUD (Planned Unit Development).

Melissa Medders utilized a power point presentation to demonstrate the area of the proposed site for the case.

Department Review Summary: This case was sent out to all the different City departments, Lake County School Board, and Public Works for review, no substantive comments received from the Departments. The multi-family portion of this project will have to meet

Lake County requirements for concurrency. Public responses - Per City of Leesburg notice requirements, the project was sent out to the surrounding property owners, Zoning signs, and newspaper advertisement, Staff received several phone calls, in response to the posted signs, and asked about the meeting.

Mr. Miller read the Staff Recommendations into the record for both cases; Staff recommended approval.

Chairman Bowersox stated if the Commission have any questions of the applicant, Staff, and anyone in the audience would like to speak on this case.

Ryan Solstice with LPG representing the applicant and stated this is a request to do a SSCP amendment to general commercial; most comprehensive, allow most use, mixed use project, multi family, skilled nursing, rehabilitative; commercial portion on front; entertain any questions the Commission or the general Public may have.

Commissioners, and Mr. Miller discussed stated the northern portion along Hwy 27; designed for commercial uses; consistent with C3 highway commercial zoning, central area; physical rehabilitation, nursing, memory care, assistance living, multi family use; south side, proposed dog park, children recreational area, residential to north, agricultural, Villages; Staff see happening from plan commercial use anyone can go there; type of location, went over design, idea; map, lower portion for spouse as well; wife or husband in memory care; likes project, has to be designed to keep the light on the property, information on the project; sent to the different departments of the City of Leesburg; for comments.

Dan Miller addressed concerns from citizen and stated under the mixed use; if anything changes a recommendation today go forward; to City Commission, approve it, annex into the City, plan; conceptual, client backs out; plan remains, purchase from him; build, backs out, purchase; different, the entire process starts over, environment for living; school buses; School Board decision, south side; pick up kids; School Board decision, annexation; 2011 State of Florida legislature; changed rules, adjacent to the existing City limits, if a City and a County; ISBA, covers areas that can be annexed and services, 911 call; goes to center, directed to nearest ambulance, Sheriff or police; City and County meeting, annexed; Police patrol, once a day, increases the level of service, City of Leesburg; property along 44 to Sumter county, annexed, doesn't include Pennbrooke; existing residential property; Cities can't annex residential property without a vote of the residents; Pennbrooke vote, other folks; own property; not developed or commercial, industrial; can put in application, separation of uses; two entrances on 27, roll into one Blvd., wider road with landscaping down the middle; sidewalks on side, Blvd. rolls down through assisted living, nursing area; ends at residential on the back side, separation itself; green space, blue; retention, green; children's play area, dog park, large buffer between the residential and medical rehab areas, retention pond area; likely fountain, parking; separates the commercial the living medical uses; doctor, pharmacy, some retail, traffic and noise; increase in traffic, unlikely based on rehab

and nursing center; not make a lot of noise, commercial type plan; highway; make noise, coming out of Pennbrooke; entrances, FDOT; decision, increase in traffic; stop light, helps get a light there; not enough traffic coming out Pennbrooke to do it; built, certainly improve odds; light; 1.5 meet code requirements.

Citizens concerns were based on: directly across from development; few concerns: planning driveways across from driveway, stop light; extra people, children, daycare drop off, retail, supply trucks for nursing home; stop light; end of Pennbrooke Fairways, approve zoning changes; applicant pull out; decide not to do it, went from nice rural to daycares; 46K feet of commercial space; concern; back out., type of commercial; include doctors office, retail; boutique, retail stores; Dan Miller replied the thrift store was taken out; read into the record the types of permitted uses, strip mall or individual; Dan Miller replied by definition it's strip commercial, 280 multifamily units; height limit; Dan Miller replied on this particular zoning three story, purchase or rentals; Dan Miller replied the multifamily will be rentals, lighting, commercial 44, shine in house, trend in lighting; high lumens, night time security, cancel shadow, empty Bldgs., Lake Deighton built out; Villages, signage lighting; keep neon down.

Dan Miller read into the record the architectural standards and went over Exhibit E; dark sky lighting; City of Leesburg, adopted, specific signage requirements; monument signs, max allowed square footage, brick walls 4' to 5'; name on development, standard for brightness; required, modern LED signs; controls to back down particular color, turning down the white, traffic, noise, plot; two entrances/exits, nothing in the rear or side, separation of the dwellings, business aspect, annex into City; unincorporated of Leesburg, law enforcement, emergency services; access, environment for living; plan; hard time grasping the 280 units, fence around project, children, separation from the home to the medical and retail area, school buses; out front, project described as mixed use; concerned if something changes, if approved; change, come back to approval of Leesburg; surrounding property owners, parking lot; guest.

Ryan Solstice addressed concerns from citizens and stated the reason our access point lines with yours; FDOT requirement; for connectivity, changes; when PUD comes forward, change to zoning, amend COMP, not feasible, land use remain; same, not feasible to construct, zoning change; doesn't do anything to the physical property, applicant; construction permits, market sours; PUD language expire after ten years, bought property; use remain, change any component; entire Public Hearing process again.

Chairman Bowersox entertained a motion, and then the voting took place.

Vice-Chairman Sennett made a MOTION for APPROVAL of case # SSCP-22-569 – CROSSINGS AT 44 – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Sanders SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 6-0 .

Chairman Bowersox called for the third case under new business be brought forward.

2) PUBLIC HEARING CASE # PUD-22-570 – CROSSINGS AT 44 – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 34.7 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A MIXED-USE DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED SOUTH OF STATE ROAD 44 AND WEST OF WHITNEY ROAD AS LEGALLY DESCRIBED IN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, FEBRUARY 13TH, 2023 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, MARCH 27TH, 2023)** (Crossings at 44)

Chairman Bowersox entertained a motion, and then the voting took place.

Vice-Chairman Sennett made a MOTION for APPROVAL of case # PUD-22-570 – CROSSING AT 44 – PLANNED UNIT DEVELOPMENT Commissioner Sanders SECONDED the MOTION which CARRIED by a vote of 6-0.

Chairman Bowersox called for the fourth case under new business be brought forward.

ANNOUNCEMENTS

None

ADJOURNMENT

Meeting was adjourned at 6:00 p.m.

Ted W. Bowersox, Chairman

Sabrina Mitchell, Administrative Assistant II

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.4.

Meeting Date: March 13, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 34.7 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for residential, medical, and commercial mixed-use development for a property generally located south of State Road 44 and west of Whitney Road, lying in Section 19, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Crossings at 44 PUD)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for mixed-use development.

Analysis:

The project site is approximately 34.7 +/- acres, and is generally located south of State Road 44 and west of Whitney Road as shown on the attached maps. At this time, the property is vacant acreage. The proposal will allow for a residential, medical and commercial mixed-use development. The existing land uses surrounding the property are agriculture (pasture) and residential. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on January 19, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning from Lake County A (Agriculture) to PUD (Planned Unit Development); or
2. Other 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 34.7 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR RESIDENTIAL, MEDICAL, AND COMMERCIAL MIXED-USE DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED SOUTH OF STATE ROAD 44 AND WEST OF WHITNEY ROAD, LYING IN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CROSSINGS AT 44 PUD)

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

Section 1.

Based upon the petition of Hemant S. Khokhar (Hesko Holdings, LLC, Petitioner) for Crossings at 44, for the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) 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 13th day of March 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A

Legal Description:

TRACT 2:

The East 150.00 feet of the West 300.00 feet of that part of the East 1113.00 feet of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, lying South of the South line of the right of way of State Road No. 44.

TRACT 3:

The East 150.00 feet of the West 450.00 feet of that part of the East 1113.00 feet of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, lying South of the South line of the right of way of State Road No. 44.

TRACT 4:

The East 150.00 feet of the West 600.00 feet of that part of the East 1113.00 feet of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, lying South of the South line of the right of way of State Road No. 44.

TRACT 5:

That part of the East 1113.00 feet of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, lying South of the South line of the right of way of State Road No. 44. LESS: The West 600.00 feet thereof.

THE CROSSINGS AT 44
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
January 19, 2023

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg, Lake County, Florida to **Hesko Holdings, c/o Mr. Hemant Khokhar, 156 Stanton Estates Circle, Winter Garden, Florida, 34787 (LPG Urban and Regional Planners, 1162 Camp Avenue, Mt. Dora, Florida, 32757 - Agent)** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed mixed-use development consisting of approximately 34.7 acres, containing a maximum of 46,000 square feet of commercial uses, 280 multi-family residential units, plus a 150 room assisted living/memory care facility, and 240 bed physical rehabilitation/recover/skilled nursing center, generally located on the south side of State Road 44, and west of Whitney Road, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Hesko Holdings, c/o Mr. Hemant Khokhar, 156 Stanton Estates Circle, Winter Garden, Florida, 34787 (LPG Urban and Regional Planners, 1162 Camp Avenue, Mt. Dora, Florida, 32757 - Agent)** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**
See attached **Exhibit B, Legal Description**.

3. LAND USE

The above-described property, containing approximately 34.7 acres, shall be used for residential, plus commercial and institutional development, pursuant to City of Leesburg development codes and standards, and shall occupy the areas shown on Attachment C, Conceptual Site Plan, subject to the conditions of this document.

A. Permitted Uses – Residential Areas (Phase 1, Exhibit C)

1. Multi-family dwellings
2. Townhouses (subject to platting requirements)
3. Accessory structures for residential uses
4. Sales office in one unit
5. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
6. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Permitted Uses – Commercial Areas (Phase 2, Exhibit C)

1. General retail sales/services
2. Restaurants
3. Pharmacy uses
4. Medical offices/clinics
5. Urgent care facilities
6. Veterinary/Pet care
7. Professional offices (i.e. registered with state)
8. Coffee shops with or without drive-thru
9. Day care centers
10. Houses of Worship
11. Fitness centers
12. Personal services, (i.e. beauty salons, spa, etc., also see prohibited uses)
13. Other uses may be permitted as reviewed by the Planning & Zoning Director, in writing, which shall follow the C-3 (Highway Commercial) zoning district requirements, as amended, subject to the conditions of this document.
14. Temporary modular sales center and construction office during construction phase of the commercial pod.

C. Permitted Uses - Institutional Areas (Phases 3, 4, 5 – Exhibit C)

1. Assisted Living
2. Nursing homes
3. Memory care
4. Public, Private or Charter Schools
5. Houses of Worship
6. Parks and Open Space
7. Government offices (administrative, fire, police, etc)

D. Prohibited Uses – All areas

1. Duplexes/Triplexes
2. Industrial uses
3. Auto dealer/auto repair
4. Tattoo Parlors
5. Check cashing stores
6. Adult uses
7. Internet Café uses
8. Second hand (thrift) stores
9. Consignment shops
10. Pawn shops
11. Smoke shops
12. Junk or scrap collection/distribution
13. Recycling facility
14. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS -Residential

- A. **General** - The project shall contain a maximum of 280 multi-family residential units, plus a 150-room assisted living/memory care facility, and 240 beds used for physical rehabilitation/recovery/skilled nursing centers, at a gross density not to exceed ten (10) units per acre on the 34.7-acre site, as shown on Exhibit C, Conceptual Development Plan, and noted below in Tables 1 & 2.
- B. Density for assisted living/memory care and physical rehabilitation/recovery/skilled nursing centers shall be calculated at 6 beds = 1 unit.

Table 1: Density (Residential)

Residential Style	Units/Beds	Unit equivalency (6 beds = 1 unit)
Multi-family	280 units	280
Assisted living/memory care	150 beds	25
Recovery/skilled nursing	240 beds	40
TOTAL		345

- C. Where not regulated otherwise herein, the project shall utilize the C-3 (Highway Commercial) zoning district development standards as adopted and amended by the City of Leesburg.
- D. Development standards for residential properties shall be as shown on the Conceptual Site Plan Exhibit C, and as follows:
 1. Setbacks shall be as follows, measured from property line to vertical wall of the structure
 - (i) North: 50 feet

- (ii) South: 50 feet
 - (iii) East: 50 feet
 - (iv) West: 25 feet
- 2. Maximum impervious surface for the overall project shall be 65%.
(Swimming pools shall not count toward the impervious surface calculation.)
- 2. Minimum distance between structures shall be twenty (20) feet, as measured from building wall to building wall. Roof overhang: shall not exceed forty (40) percent of the distance between the building wall and the property line.
- 3. Maximum building height: three (3) stories or 35 feet.
- 4. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
- 5. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

5. **DEVELOPMENT STANDARDS - Commercial**

- A. **General** - The project shall contain a maximum of 46,000 square feet of commercial uses within the project, as shown on **Exhibit C, Conceptual Development Plan**. The location of institutional and residential uses may vary within the project may be adjusted to allow adequate access.
- B. Development standards for commercial properties shall be as shown on the Conceptual Site Plan Exhibit C, and as follows:
 - 1. Setbacks shall be as follows, measured from property line to vertical wall of the structure
 - (i) North: 50 feet
 - (ii) South: 50 feet
 - (iii) East: 50 feet
 - (iv) West: 25 feet
 - 2. Maximum impervious surface for the overall project shall be 65%.
 - 3. Minimum distance between structures shall be twenty (20) feet, as measured from building wall to building wall. Roof overhang: shall not exceed forty (40) percent of the distance between the building wall and the property line.
 - 4. Maximum building height: three (3) stories or 40 feet.
 - 5. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
 - 6. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.
- C. Density and square footage requirements set forth herein for residential, institutional and commercial uses shall be deemed satisfied provided the square footage and/or

residential unit/bed counts do not deviate from such requirement by more than five (5) percent.

Table 2: Use (Commercial)

Use	Units/Beds	Unit equivalency (6 beds = 1 unit)
Multi-family	280 units	280
Assisted living/memory care	150 beds	25
Recovery/skilled nursing	240 beds	40
TOTAL		345

6. ARCHITECTURAL STANDARDS, Non-Residential

- A. The City of Leesburg, under Ordinance 16-35, adopted Commercial Architectural Standards, now codified under Section 25-360, City of Leesburg Code of Ordinances. This section shall be required for all non-residential construction for the subject property.
- B. All commercial development shall follow the C-3 (Highway Commercial) development standards except as amended herein.
- C. Impervious surface coverage shall be calculated separately for each parcel, and shall not exceed sixty-five (65%) as calculated for each parcel.
- D. A minimum of thirty-five (35) percent of the site within the commercial, government/institutional areas shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.
- E. Commercial structures shall have a maximum height of three (3) stories/40 feet.
- F. With the exception of building height and setbacks, spatial requirements set forth herein for non-residential structures shall be deemed satisfied provided as-built measurements do not deviate from such requirement by more than five (5) percent.
- G. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as Exhibit E, attached hereto.
- H. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Director or designee.
- I. Architectural facades shall be submitted to staff to review for consistency with the conditions of this PUD agreement.

7. PARKING

A. General

1. The permittee shall have off-street parking spaces within all areas of the property per an approved site plan pursuant to the City of Leesburg Code of Ordinances. Nonresidential development shall include the required number of handicapped parking spaces.
2. 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.

B. Commercial/Institutional

1. All parking aisles shall contain landscape islands located at the end of each aisle and at intervals of one each ten (10) spaces in parking aisles. In commercial and institutional areas, each landscape island shall be at least 200 square feet, and contain at a minimum, one canopy or understory tree, plus shrubs and groundcover.

8. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

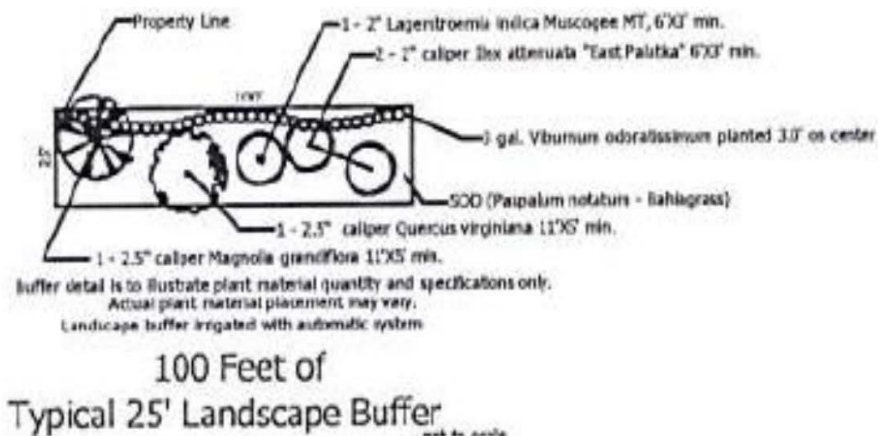
- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands, retention and recreation areas.
- B. A master landscape plan shall be submitted for review by City staff for all landscaping, buffer and boundary areas, parking lots, access roads, entry ways and new construction. This plan shall be reviewed for consistency with this PUD document and the Conceptual Site Plan (**Exhibit C**) and City of Leesburg landscape code requirements.
- C. All landscaped areas shall be designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- D. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the entire boundary of the property, and shall be constructed simultaneously with each phase of development. All landscape buffers shall be separate tracts, shall not consist of, nor be part of individually platted lots. Such buffers shall be common areas, and shall be maintained by an entity such as a Property Owners or Homeowners Association.
- E. An eight (8) foot wall consisting of concrete or other synthetic material, shall be constructed on the southern boundary of the residential property adjoining the multifamily area (Phase I, Exhibit C), to create a physical buffer to the adjacent property to the south. boundary area. The wall shall be maintained by the Property Owners Association, or upon dissolution, the owner of the multifamily property. Exact location of the wall may be established during Site Plan Review process.
- F. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

- I. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



- G. All new commercial and institutional building construction shall comply with Section 25-329 *Landscape Buffer Requirements*, City of Leesburg Code of Ordinances, for landscaping around building areas, including a five (5) foot landscape buffer around each building perimeter area facing the entrance and sides. All new structures shall extend the required landscape perimeter area to include all sides visible to the general public. Rear side of each building shall be exempt from landscaping where the rear of the building is not visible to the general public using the building.
- H. All buffers along the exterior property lines shall be distinct and separate from the residential and commercial lots and properties, which are owned and maintained by a property owners or homeowners association.

- I. Nothing herein shall be construed to prevent the developer/or property owners from increasing buffer width and/or plantings.
- J. Variations to the landscape and buffering requirements of this document may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of any existing fencing on adjacent properties and existing natural vegetative buffers. Use of the University of Florida IFAS (Institute of Food and Agricultural Sciences) approved standards for “Florida Friendly Landscaping” will also be acceptable.
- K. The surveying of trees on the property shall be conducted as follows:
 - 1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
 - 2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
 - 3. The tree survey shall be completed by a licensed surveyor or arborist.

9. SITE ACCESS

- A. The project shall have two primary access points on State Road 44, subject to FDOT and/or Lake County approval, as appropriate, and shall be constructed in a “boulevard style” (divided roadway with landscaped median).
- B. All access points shall be designed to allow emergency access vehicles room to maneuver and have appropriate traffic flow. Each entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.
 - 1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be reviewed by Lake County Public Works.
 - 2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 - 3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- C. All access points shall be reviewed, as legally prescribed by Lake County Public Works, and/or FDOT as applicable, and shown on the Master Development Plan - Exhibit C, as amended. All access points are conceptual and may be amended subject to site constraints or requirements. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection

to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.

- D. All access points are subject to review by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.
- E. Roadway interconnectivity shall be provided as shown on the Conceptual Site Plan – Exhibit C, as needed, to allow for connection points between this development and future development of adjacent properties.

10. SIGNAGE

- A. Each required access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.
 - 1. *Commercial Signage* - All signs placed or constructed on the property shall comply with *Article VI- Sign Regulations, Section 25-421 through Section 25-426*, City of Leesburg Code of Ordinances, as amended or shall otherwise meet the requirements of this document, whichever is least restrictive.
 - A. *Monument signs* – Monument signs with fully enclosed bases and supports, located adjacent to State Road 44 shall be allowed as follows:
 - 1. Max overall height: 20 feet
 - 2. Max sign area: 100 sf per side (2 sides)
 - 3. Fully enclosed base, minimum 2 feet solid base (or 10% of overall height)
 - 4. Base width: minimum 50% of sign area width
 - 5. Location minimum 5 feet behind right of way, 10 feet if greater than 12 feet in height.
 - B. *Wall signs* - Wall signs shall be permitted per City of Leesburg Code of Ordinances, as amended.
 - 2. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.

11. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths etc.

- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary legally required Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.
- G. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.
 - 1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.
 - 2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable.
- H. Sidewalks shall be provided on both sides of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.
- I. The terms and requirements of this section shall not be interpreted to preclude or interfere with the creation, provision, extension or development of future rights of way, easements, access points and/or roadways designed for the purposes of increasing access and egress to the property.

12. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing,

grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. Developer shall be responsible for the installation of a natural gas lines in the development so that a minimum of eighty percent (80%) of all residential units in the development are connected to natural gas as required by the City of Leesburg Code of Ordinances as amended.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

13. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.

- D. The existing 100-year flood plain on the property shall be shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - 1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
 - 2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

14. **WETLANDS, FLOOD ZONES & WILDLIFE**

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.
- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet, or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural

vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

15. IRRIGATION & WATER USE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.
- C. For purposes of water conservation, all irrigated areas shall meet the requirements of section 25-337(c)(4), as amended, City of Leesburg Code of Ordinances.

16. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site shall include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents, as seen on the attached **Conceptual Site Plan, Exhibit C.**

- B. Recreational requirements shall include a minimum of two (2) separate primary active recreation areas, which shall be located in Phase I of the project, as shown in Exhibit C. These areas shall include a primary recreation area with uses to include a fenced children's playground with equipment, and a separate fenced dog park area. Other amenities may include gazebos, grills, a swimming pool, or other amenities as reviewed and approved by staff.
- C. All recreation spaces may include, but are not limited to:
 - 1. Trails, playgrounds, basketball, tennis, handball courts, etc.
 - 2. Community swimming pool, including the deck area surrounding such pools.
 - 3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
 - 4. Other active recreational activities may be used, subject to approval by the City of Leesburg.

17. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A property owners' association shall serve as an appropriate entity for all common properties within the development. A property owners association shall be responsible for the entryway landscaping of buffers for the commercial area, including the buffers on the east side the commercial areas.

18. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the **Planned Unit Development Conditions and Conceptual Plan, Exhibit C**. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. Implementation of the project shall substantially commence within one-hundred twenty (120) months after approval of this Planned Development by City Commission. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification. "Implementation" for purposes of this subsection shall mean, at a minimum, recording of a final plat, and final approval of construction plans, together with actual commencement of construction on the property.
- C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the

development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

19. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.
- F. These conditions of approval shall be recited within the site plan and construction plan submittals.

20. LEVELS OF SERVICE

- A. Levels of Service
 - A. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.
- B. Utilities

1. Projected Capacities
 - A. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
- C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.
- D. Commitment of Capacity
 1. There are no previous commitments of any existing or planned excess capacity for this property.
- E. Ability to Provide Services
 1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
 2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B
(provided by applicant)

LEGAL DESCRIPTION

LEGAL DESCRIPTION
(CONTRACT PURCHASER)

TRACT 2:

The East 150.00 feet of the West 300.00 feet of that part of the East 1113.00 feet of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, lying South of the South line of the right of way of State Road No. 44.

TRACT 3:

The East 150.00 feet of the West 450.00 feet of that part of the East 1113.00 feet of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, lying South of the South line of the right of way of State Road No. 44.

TRACT 4:

The East 150.00 feet of the West 600.00 feet of that part of the East 1113.00 feet of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, lying South of the South line of the right of way of State Road No. 44.

TRACT 5:

That part of the East 1113.00 feet of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, lying South of the South line of the right of way of State Road No. 44. LESS: the West 600.00 feet thereof.



EXHIBIT D

FAÇADE SAMPLES

EXHIBIT E
DARK SKY LIGHTING (Acceptable designs)



TYPICAL DARK SKY LIGHTING FIXTURES





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

OWNER: Charles D. and Avor Linda Sellers, Trustees
PETITIONER: LPG Urban & Regional Planners, Inc. on behalf of Hesko Holdings, LLC
PROJECT: Crossings at 44
REQUEST: Rezoning to PUD (Planned Unit Development)
CASE NO.: PUD-22-570

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request for a PUD (Planned Unit Development) zoning as conditioned, is compatible with the current surrounding zoning districts of Lake County A (Agriculture), Lake County PUD (Planned Unit Development), Lake County CP (Planned Commercial), and Lake County MP (Planned Industrial).
2. Under the proposed PUD (Planned Unit Development) conditions for this property, the proposed Future Land Use designation of City of Leesburg General Commercial is compatible with adjacent properties having Future Land Use designations with Lake County having Future Land Use designations of Rural Transition and Lake County Regional Office
3. The site is located along a major growth corridor and near existing city utilities which are available at State Road 44.
4. The proposed zoning 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 the proposed rezoning from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) and forward the recommendation to the City Commission for consideration.

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

DATE: January 19, 2023

OWNER: Charles D. and Avor Linda Sellers, Trustees
PETITIONER: Hesko Holdings, LLC
PROJECT: Crossings at 44
REQUEST: Small Scale Comprehensive Plan Amendment to Commercial; Zoning to PUD
(Planned Unit Development)
CASE NO.: SSCP-22-569; PUD-22-570

GENERAL LOCATION: South of State Road 44 and West of Whitney Road.

FUTURE LAND USE DESIGNATION: Lake County Rural

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural Transition
South – Lake County Rural
East – Lake County Regional Office
West – Lake County Rural

PROPOSED FUTURE LAND USE DESIGNATION: General Commercial

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture); Lake County PUD (Planned Unit Development);
Lake County CP (Planned Commercial)
South – Lake County A (Agriculture)
East – Lake County MP (Planned Industrial); Lake County A (Agriculture)
West – Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Improved pasture

SURROUNDING EXISTING LAND USE:

North – Agriculture (Pasture); Residential
South – Agriculture (Pasture)
East – Agriculture (Pasture)
West – Agriculture (Pasture)

PROPOSED LAND USE: Mixed-Use

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

DATE: January 19, 2023

OWNER: Charles D. and Avor Linda Sellers, Trustees

PETITIONER: LPG Urban & Regional Planners, Inc. on behalf of Hesko Holdings, LLC

PROJECT: Crossings at 44

REQUEST: Small Scale Comprehensive Plan Amendment to General Commercial; Zoning to PUD (Planned Unit Development)

CASE NO.: SSCP-22-569; PUD-22-570

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments – As of 1/13/23

FIRE

In reference to Case Number SSCP-22-569; PUD-22-570

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-22-569; PUD-22-570 is outside the recommended four-minute response time for initial responding fire apparatus.

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

– Amanda Stevenson 1/13/2023

ELECTRIC

Electric has no objections. Easements will be required for all underground primary to be installed, as well as transformer locations. – Steve Davis 1/03/2023

GAS

No comments – As of 1/13/23

GIS

No comments – As of 1/13/23

BUILDING

No comments – As of 1/13/23

PUBLIC WORKS

Natural gas is available and directed per City Ordinance. – Brandon Smith 12/31/22

ADDRESSING

No comments – As of 1/13/23

HOUSING & REDEVELOPMENT

No comments – As of 1/13/23

LAKE COUNTY PUBLIC WORKS

The parcels fronts SR 44 and access to the property will require permitting from Florida Department of Transportation. Lake County would request review of future development plans to review both stormwater design and floodplain impacts. Thanks Seth Lynch 1/5/23

LAKE COUNTY SCHOOLS

The school district does not have any comments for the commercial uses, the assisted living facility, rehabilitation facility, and skilled nursing uses proposed.

However, the multi-family apartments indicated for the project are subject to school concurrency review.

The applicant has been issued an Adequate Public Facilities (APF) determination for 280 multi-family dwelling units. – Helen LaValley 01/02/2023

PUBLIC RESPONSES

Approval

No comments – As of 1/13/23

Disapproval

No comments – As of 1/13/23

No comment

Notice of Appearance filed:

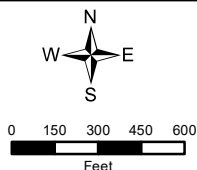
PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Aerial

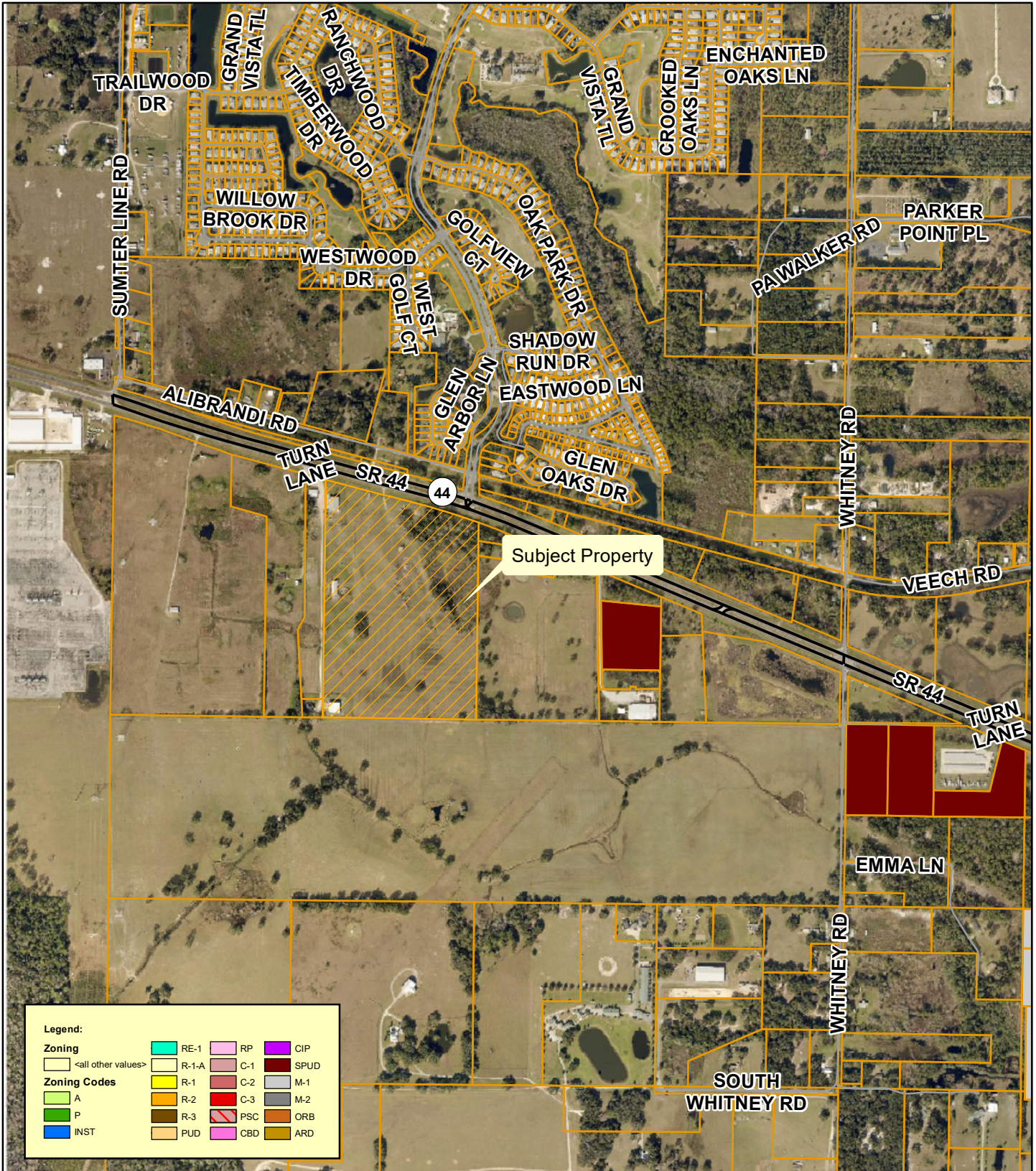


**Planning
& Zoning
Division**

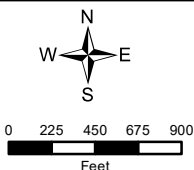


Crossings at 44
ANNX-22-568; SSCP-22-569; PUD-22-570
Alternate Key #: 1087627
Section 19, Township 19 South, Range 24 East
December 2, 2022

Zoning

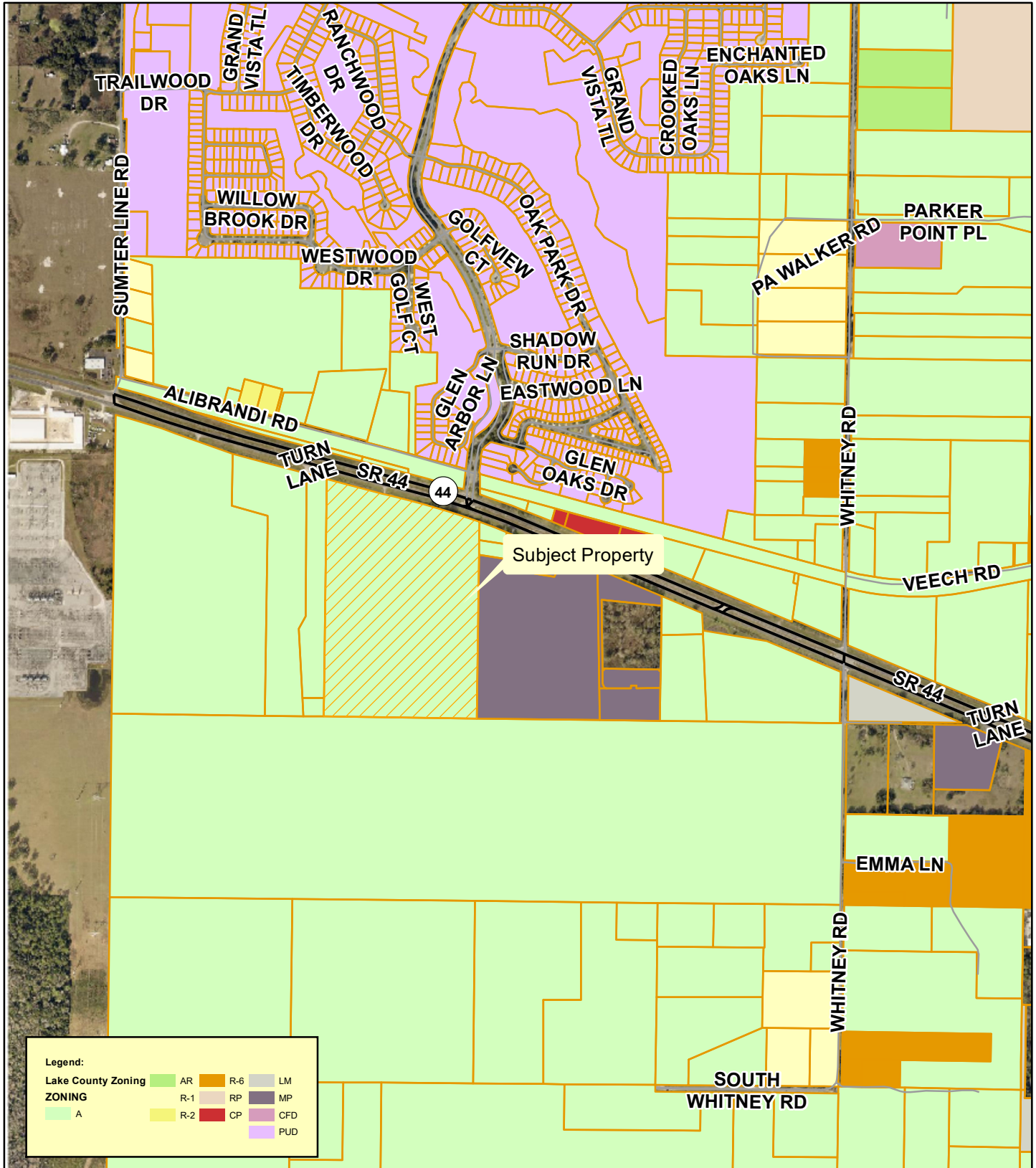


**Planning
& Zoning
Division**

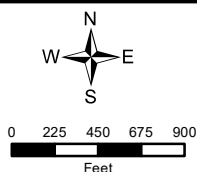


Crossings at 44
ANNX-22-568; SSCP-22-569; PUD-22-570
Alternate Key #: 1087627
Section 19, Township 19 South, Range 24 East
December 2, 2022

Lake County Zoning

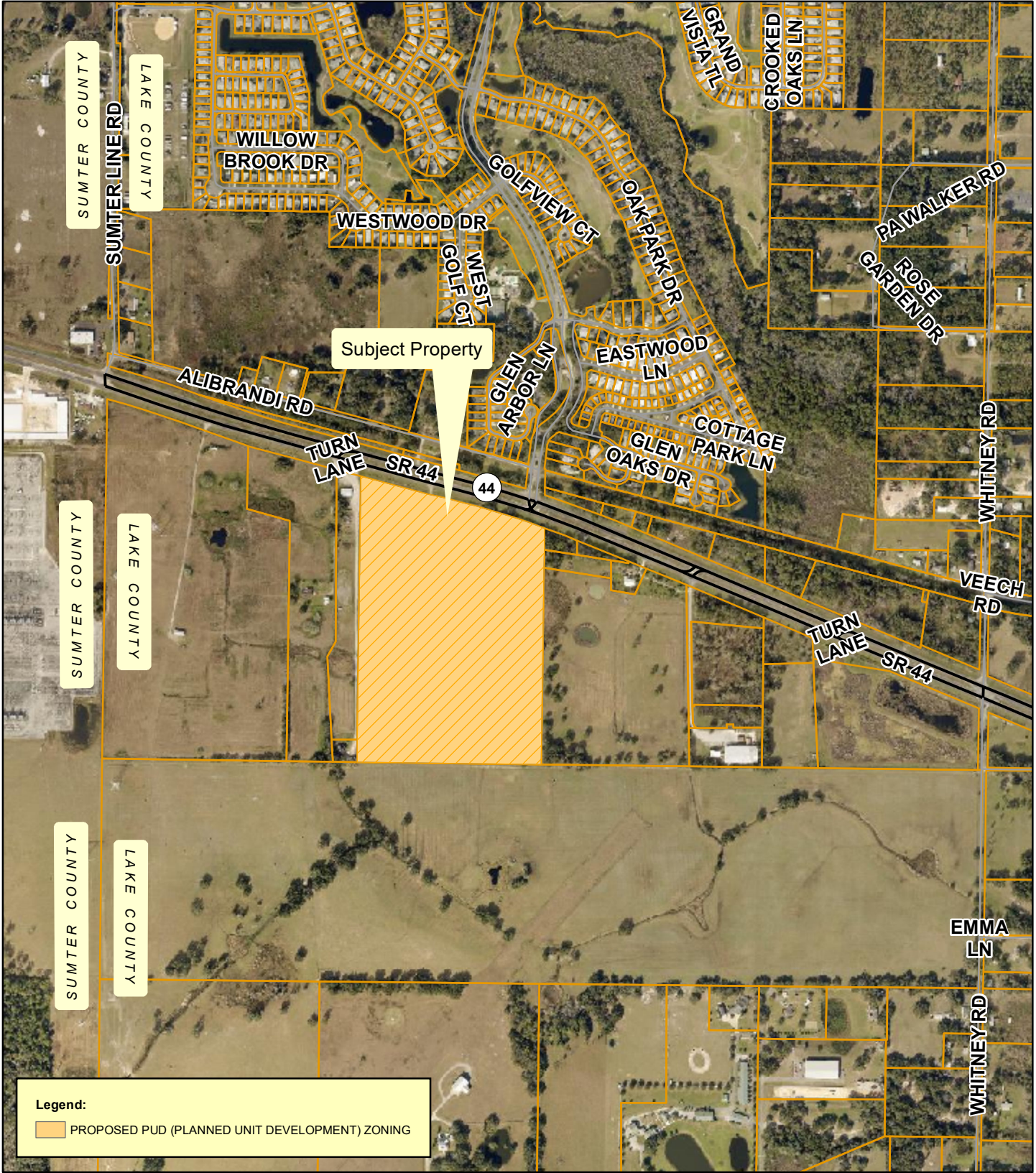


**Planning
& Zoning
Division**

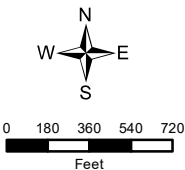


Crossings at 44
ANNX-22-568; SSCP-22-569; PUD-22-570
Alternate Key #: 1087627
Section 19, Township 19 South, Range 24 East
December 2, 2022

PROPOSED ZONING

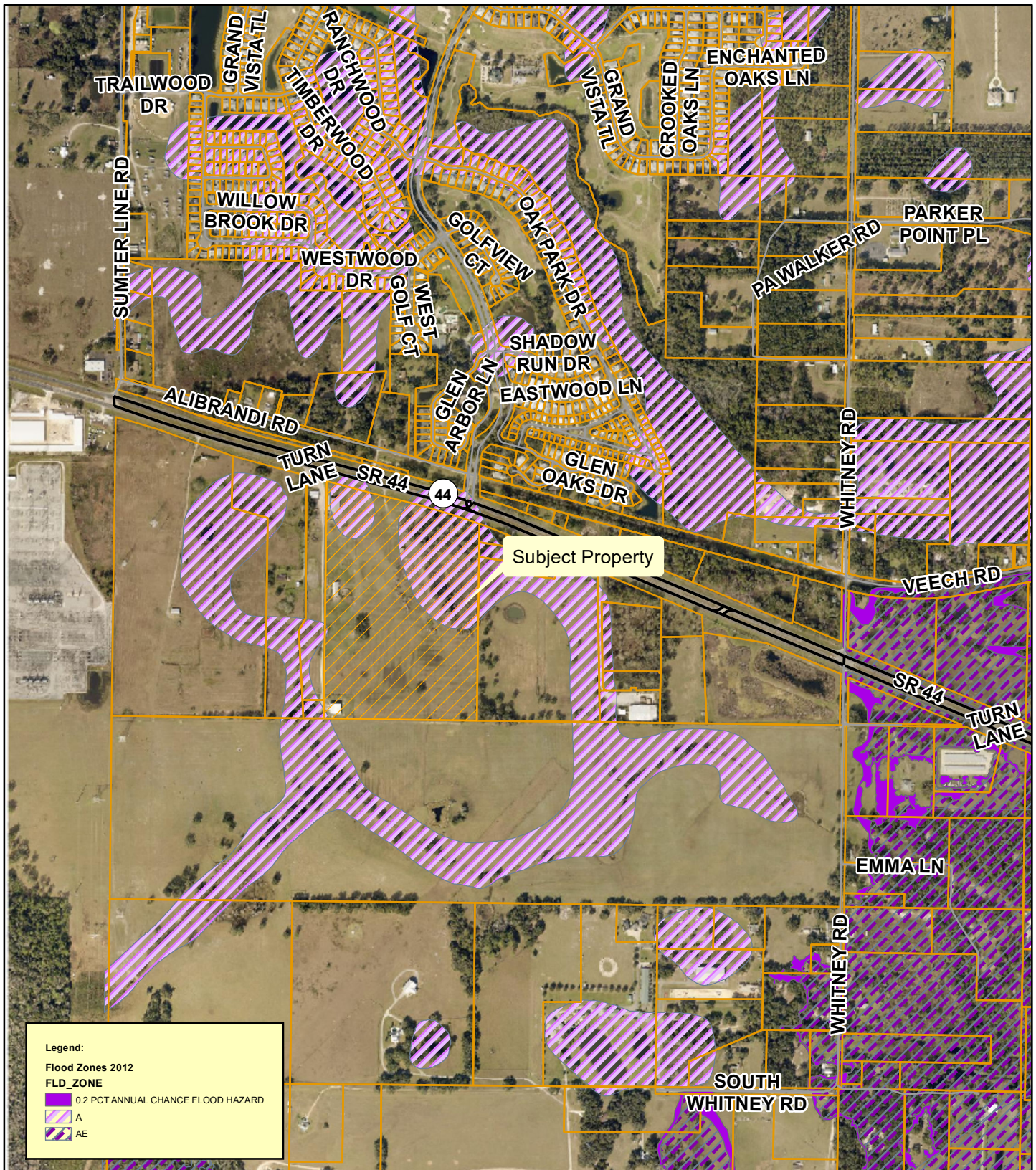


Planning
& Zoning
Division

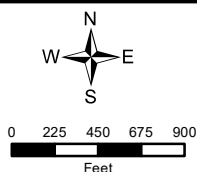


Crossings at 44
ANNX-22-568; SSCP-22-569; PUD-22-570
Alternate Key #: 1087627
Section 19, Township 19 South, Range 24 East
December 2, 2022

Flood Zones



**Planning
& Zoning
Division**



Crossings at 44
ANNX-22-568; SSCP-22-569; PUD-22-570
Alternate Key #: 1087627
Section 19, Township 19 South, Range 24 East
December 2, 2022

Crossings at 44



Looking south into the property



Looking west along SR-44



Looking north along SR-44



Looking east along SR-44



DRAFT SUMMARY MINUTES OF A SPECIAL CALLED MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, JANUARY 19TH, 2023 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, January 19th, 2023, at City Hall.

Chairman Ted Bowersox called the meeting to order at 4:30 p.m.

The following Commission members were present:

Ted Bowersox – Chairman
Tim Sennett – Vice-Chair
John O’Kelley
Stewart Kaplan
Nathaniel Sanders
Ken Simeone

The following Commission members were absent:

Ze’Shieca Carter
Frazier Marshall

City staff in attendance included Dan Miller, Planning & Zoning Director, Sabrina Mitchell, Administrative Assistant II, Christine Rock, Senior Planner, Dianne Yekel, Senior Planner, Max Van Allen, Planner, Melissa Medders, Planner and City Attorney Grant Watson was also present.

The meeting opened with an invocation given by Chairman Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker’s registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

**DRAFT SUMMARY MINUTES OF THE PLANNING COMMISSION MEETING
FOR THURSDAY, DECEMBER 15TH, 2022.**

Commissioner Sanders moved to APPROVE the draft minutes from the DECEMBER 15TH, 2022 meeting. Vice-Chairman Sennett SECONDED the motion, which PASSED by a vote of 6-0.

Sabrina Mitchell swore in staff as well as anyone in the audience wishing to speak.

Chairman Bowersox called for the first case under new business be brought forward.

NEW BUSINESS

1) PUBLIC HEARING CASE # SSCP-22-569 – CROSSINGS AT 44 – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING 34.7 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG GENERAL COMMERCIAL FOR A MIXED-USE DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED SOUTH OF STATE ROAD 44 AND WEST OF WHITNEY ROAD AS LEGALLY DESCRIBED IN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, FEBRUARY 13TH, 2023 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, MARCH 27TH, 2023)** (Crossings at 44)

Dan Miller requested to discuss the next two cases together and vote on each case separately.

Dan Miller introduced case number #SSCP-22-569 – Crossings at 44 – Small Scale Comprehensive Plan Amendment and case number #PUD-22-570 Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background and explanation of the subject property, location, zoning, and requests, and went over PUD (Planned Unit Development).

Melissa Medders utilized a power point presentation to demonstrate the area of the proposed site for the case.

Department Review Summary: This case was sent out to all the different City departments, Lake County School Board, and Public Works for review, no substantive comments received from the Departments. The multi-family portion of this project will have to meet

Lake County requirements for concurrency. Public responses - Per City of Leesburg notice requirements, the project was sent out to the surrounding property owners, Zoning signs, and newspaper advertisement, Staff received several phone calls, in response to the posted signs, and asked about the meeting.

Mr. Miller read the Staff Recommendations into the record for both cases; Staff recommended approval.

Chairman Bowersox stated if the Commission have any questions of the applicant, Staff, and anyone in the audience would like to speak on this case.

Ryan Solstice with LPG representing the applicant and stated this is a request to do a SSCP amendment to general commercial; most comprehensive, allow most use, mixed use project, multi family, skilled nursing, rehabilitative; commercial portion on front; entertain any questions the Commission or the general Public may have.

Commissioners, and Mr. Miller discussed stated the northern portion along Hwy 27; designed for commercial uses; consistent with C3 highway commercial zoning, central area; physical rehabilitation, nursing, memory care, assistance living, multi family use; south side, proposed dog park, children recreational area, residential to north, agricultural, Villages; Staff see happening from plan commercial use anyone can go there; type of location, went over design, idea; map, lower portion for spouse as well; wife or husband in memory care; likes project, has to be designed to keep the light on the property, information on the project; sent to the different departments of the City of Leesburg; for comments.

Dan Miller addressed concerns from citizen and stated under the mixed use; if anything changes a recommendation today go forward; to City Commission, approve it, annex into the City, plan; conceptual, client backs out; plan remains, purchase from him; build, backs out, purchase; different, the entire process starts over, environment for living; school buses; School Board decision, south side; pick up kids; School Board decision, annexation; 2011 State of Florida legislature; changed rules, adjacent to the existing City limits, if a City and a County; ISBA, covers areas that can be annexed and services, 911 call; goes to center, directed to nearest ambulance, Sheriff or police; City and County meeting, annexed; Police patrol, once a day, increases the level of service, City of Leesburg; property along 44 to Sumter county, annexed, doesn't include Pennbrooke; existing residential property; Cities can't annex residential property without a vote of the residents; Pennbrooke vote, other folks; own property; not developed or commercial, industrial; can put in application, separation of uses; two entrances on 27, roll into one Blvd., wider road with landscaping down the middle; sidewalks on side, Blvd. rolls down through assisted living, nursing area; ends at residential on the back side, separation itself; green space, blue; retention, green; children's play area, dog park, large buffer between the residential and medical rehab areas, retention pond area; likely fountain, parking; separates the commercial the living medical uses; doctor, pharmacy, some retail, traffic and noise; increase in traffic, unlikely based on rehab

and nursing center; not make a lot of noise, commercial type plan; highway; make noise, coming out of Pennbrooke; entrances, FDOT; decision, increase in traffic; stop light, helps get a light there; not enough traffic coming out Pennbrooke to do it; built, certainly improve odds; light; 1.5 meet code requirements.

Citizens concerns were based on: directly across from development; few concerns: planning driveways across from driveway, stop light; extra people, children, daycare drop off, retail, supply trucks for nursing home; stop light; end of Pennbrooke Fairways, approve zoning changes; applicant pull out; decide not to do it, went from nice rural to daycares; 46K feet of commercial space; concern; back out., type of commercial; include doctors office, retail; boutique, retail stores; Dan Miller replied the thrift store was taken out; read into the record the types of permitted uses, strip mall or individual; Dan Miller replied by definition it's strip commercial, 280 multifamily units; height limit; Dan Miller replied on this particular zoning three story, purchase or rentals; Dan Miller replied the multifamily will be rentals, lighting, commercial 44, shine in house, trend in lighting; high lumens, night time security, cancel shadow, empty Bldgs., Lake Deighton built out; Villages, signage lighting; keep neon down.

Dan Miller read into the record the architectural standards and went over Exhibit E; dark sky lighting; City of Leesburg, adopted, specific signage requirements; monument signs, max allowed square footage, brick walls 4' to 5'; name on development, standard for brightness; required, modern LED signs; controls to back down particular color, turning down the white, traffic, noise, plot; two entrances/exits, nothing in the rear or side, separation of the dwellings, business aspect, annex into City; unincorporated of Leesburg, law enforcement, emergency services; access, environment for living; plan; hard time grasping the 280 units, fence around project, children, separation from the home to the medical and retail area, school buses; out front, project described as mixed use; concerned if something changes, if approved; change, come back to approval of Leesburg; surrounding property owners, parking lot; guest.

Ryan Solstice addressed concerns from citizens and stated the reason our access point lines with yours; FDOT requirement; for connectivity, changes; when PUD comes forward, change to zoning, amend COMP, not feasible, land use remain; same, not feasible to construct, zoning change; doesn't do anything to the physical property, applicant; construction permits, market sours; PUD language expire after ten years, bought property; use remain, change any component; entire Public Hearing process again.

Chairman Bowersox entertained a motion, and then the voting took place.

Vice-Chairman Sennett made a MOTION for APPROVAL of case # SSCP-22-569 – CROSSINGS AT 44 – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Sanders SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 6-0 .

Chairman Bowersox called for the third case under new business be brought forward.

2) **PUBLIC HEARING CASE # PUD-22-570 – CROSSINGS AT 44 – PLANNED UNIT DEVELOPMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 34.7 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A MIXED-USE DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED SOUTH OF STATE ROAD 44 AND WEST OF WHITNEY ROAD AS LEGALLY DESCRIBED IN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, FEBRUARY 13TH, 2023 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, MARCH 27TH, 2023)** (Crossings at 44)

Chairman Bowersox entertained a motion, and then the voting took place.

Vice-Chairman Sennett made a MOTION for APPROVAL of case # PUD-22-570 – CROSSING AT 44 – PLANNED UNIT DEVELOPMENT Commissioner Sanders SECONDED the MOTION which CARRIED by a vote of 6-0.

Chairman Bowersox called for the fourth case under new business be brought forward.

ANNOUNCEMENTS

None

ADJOURNMENT

Meeting was adjourned at 6:00 p.m.

Ted W. Bowersox, Chairman

Sabrina Mitchell, Administrative Assistant II

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.5.

Meeting Date: March 13, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 11 +/- acres; and being generally located west of Haywood Worm Farm Road and north of Rogers Industrial Park Road, lying in Section 14, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Fort Knox AX)

Staff Recommendation:

The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of Fort Knox.

Analysis:

The applicant has submitted a request for annexation of approximately 11 +/- acres, generally located west of Haywood Worm Farm Road and north of Rogers Industrial Park Road, as shown on the attached General Location Map. At this time, the property is undeveloped. The current zoning is Lake County A (Agriculture); the proposed zoning is City M-1 (Industrial). The basis of this request is to receive city utilities. The proposal for the property is an enclosed self-storage facility, with outdoor covered RV and/or boat storage.

The property is surrounded by Lake County A (Agriculture), Lake County R-6 (Urban Residential District), Lake County RMRP (Mobile Home Rental Park District), Lake County HM (Heavy Industrial), Lake County MP (Planned Industrial), City of Leesburg PUD (Planned Unit Development), city of Leesburg CIP (Commercial/Industrial Planned), and City of Leesburg P (Public). Under the conditions of the RZ (Rezoning) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Small-Scale Comprehensive Plan Amendment, which, along with the Planned Unit Development Application, had recommendations for approval from the staff and

Planning Commission at the public hearing held on January 19, 2023.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

A positive fiscal impact will result from the annexation and development of this property due to increased tax revenue added to the General Fund. Future development of the property will increase this anticipated impact.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 11 +/- ACRES; AND BEING GENERALLY LOCATED WEST OF HAYWOOD WORM FARM ROAD AND NORTH OF ROGERS INDUSTRIAL PARK ROAD, LYING IN SECTION 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE. (FORT KNOX AX)

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

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

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

Section 1.

Based upon the petition of Ryan Solstice (LPG Urban & Regional Planners, Agent) for Fort Knox for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description
(See Exhibit A);

Section 2.

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

territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed hereby is assigned to City Commission District 3;

Section 3.

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

Section 4.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of March 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A

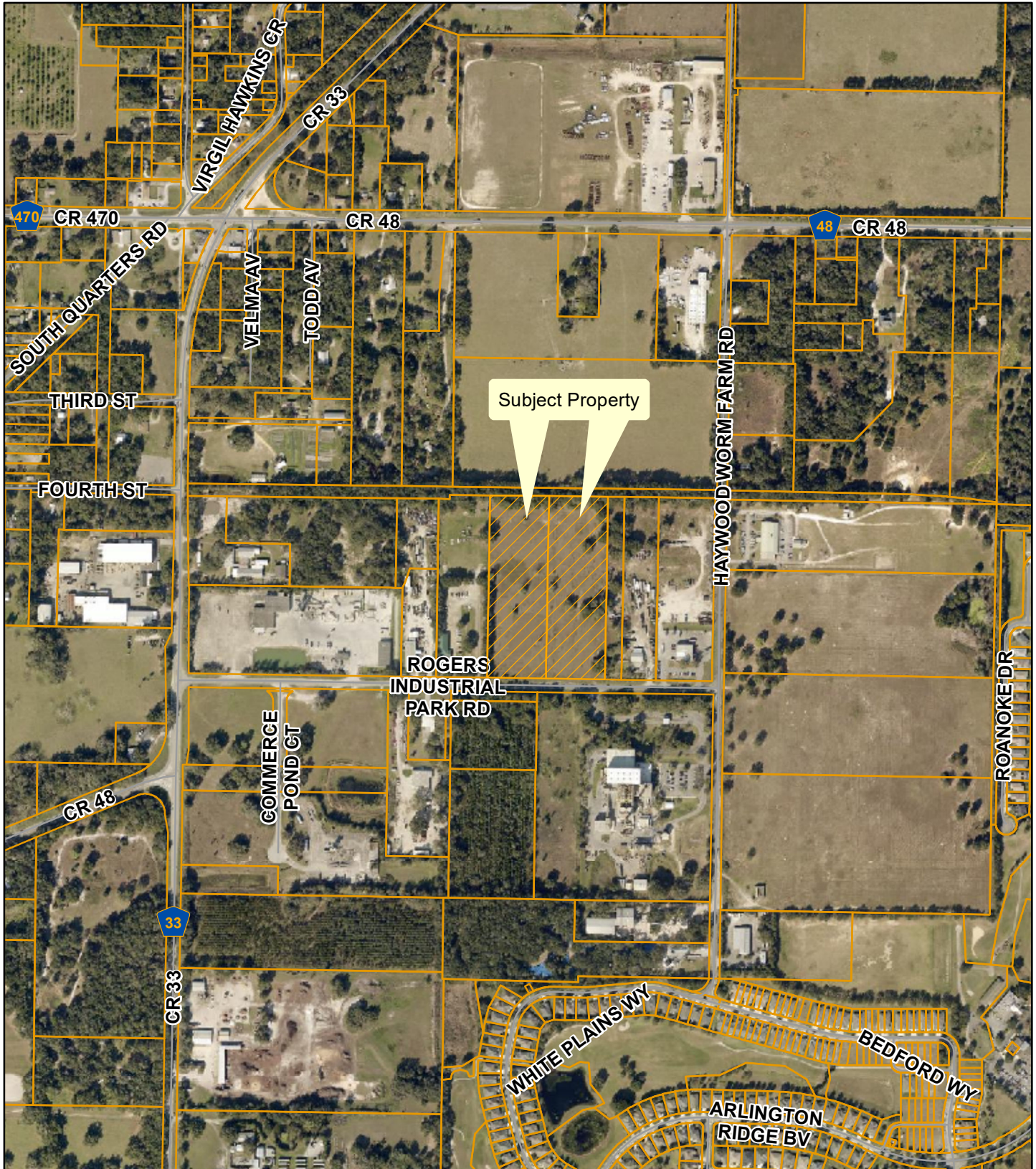
PARCEL 1: THAT PART OF LOTS 8,9, 10, 11 AND 12, IN ROADSIDE SUBDIVISION IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 62, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN S 89°56'10"W, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 25.0 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 2-3210; THENCE N 00°03'15"E, ALONG SAID WEST RIGHT-OF-WAY, 444.63 FEET TO THE NORTH RIGHT-OF-WAY LINE OF JIM ROGERS INDUSTRIAL ROAD; THENCE S 89°56'10"W, ALONG SAID NORTH RIGHT-OF-WAY, 812.50 FEET TO THE POINT OF BEGINNING (P.O.B. (1)) OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING (P.O.B. (1)), CONTINUE S 89°56'10"W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF JIM ROGERS INDUSTRIAL ROAD, 285.50 FEET; THENCE LEAVING SAID RIGHT-OF-WAY OF JIM ROGERS INDUSTRIAL ROAD, RUN N 00°03'15"E, 880.98 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF THE ABANDONED S.C.L. RAILROAD, THENCE ALONG SAID RIGHT-OF-WAY OF THE ABANDONED S.C.L. RAILROAD, N 89°46'20"E, 285.51 FEET TO A POINT THAT IS N 00°03'15"E, OF THE POINT OF BEGINNING, THENCE S 00°03'15"W, 881.80 FEET TO THE POINT OF BEGINNING (P.O.B. (1)).

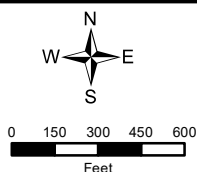
PARCEL 2: THAT PART OF LOTS 8, 9, 10, 11 AND 12, IN ROADSIDE SUBDIVISION IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 62, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN S 89°56'10" W, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 25.0 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTRY ROAD 2-3210; THENCE N 00°03'15" E., ALONG SAID WEST RIGHT-OF-WAY, 444.63 FEET TO THE NORTH RIGHT-OF-WAY LINE OF JIM ROGERS INDUSTRIAL ROAD; THENCE S 89°56'10"W, ALONG SAID NORTH RIGHT-OF-WAY 527.0 FEET TO THE POINT OF BEGINNING (P.O.B. (2)) OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING (P.O.B. (2)), CONTINUE S 89°56'10"W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF JIM ROGERS INDUSTRIAL ROAD, 285.50 FEET; THENCE LEAVING SAID RIGHT-OF-WAY OF JIM ROGERS INDUSTRIAL ROAD, RUN N 00°03'15"E, 881.80 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF THE ABANDONED S.C.L. RAILROAD; THENCE ALONG SAID RIGHT-OF-WAY OF THE ABANDONED S.C.L. RAILROAD, N 89°46'20"E, 285.50 FEET TO A POINT THAT IS N 00°03'15"E, OF THE POINT OF BEGINNING, THENCE S 00°03'15"W, 882.61 FEET TO THE POINT OF BEGINNING (P.O.B. (2)).

Aerial

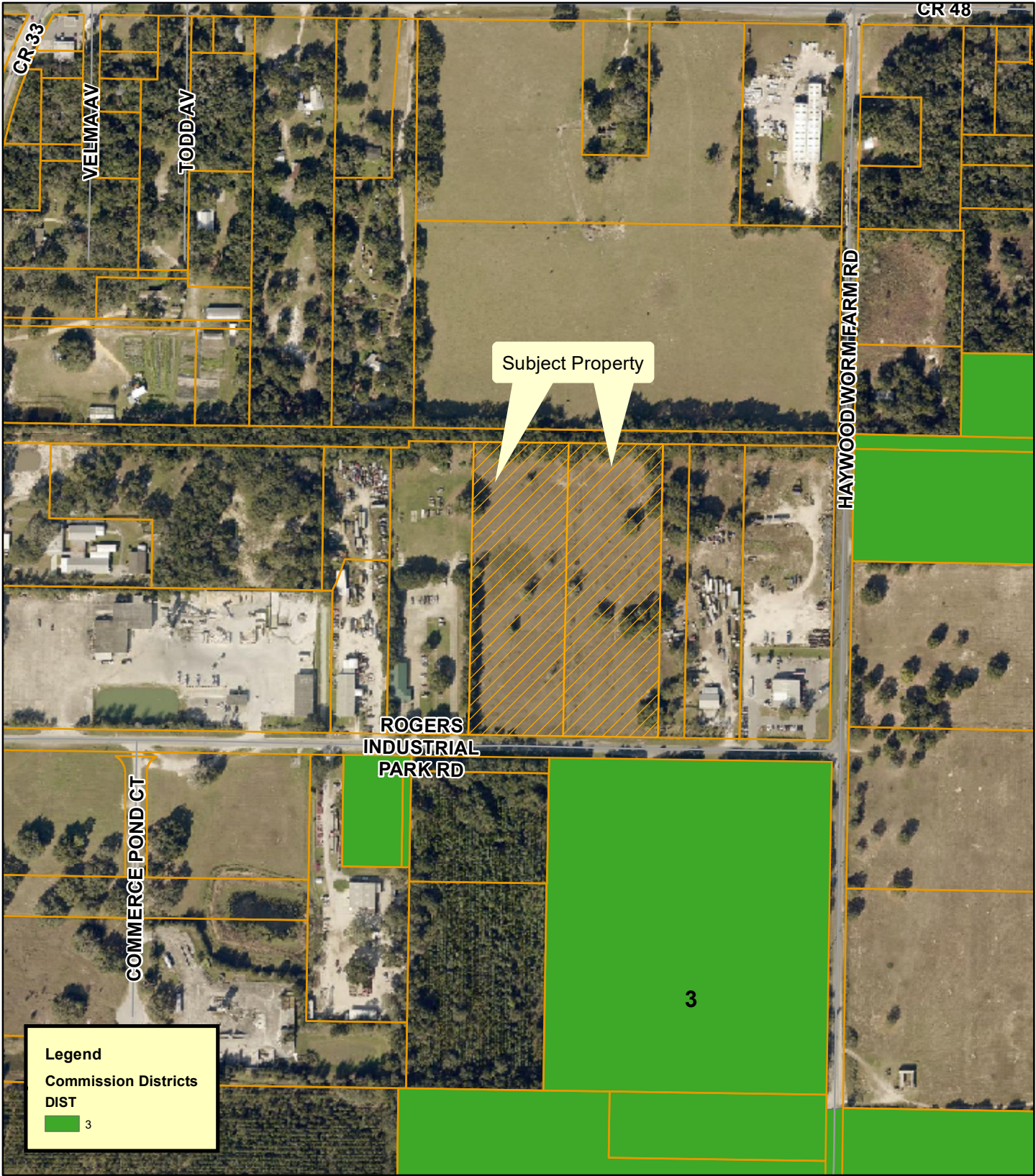


**Planning
& Zoning
Division**

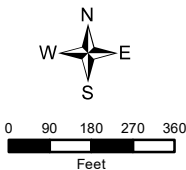


Fort Knox Storage, Rogers Industrial Park
Project #s: SSCP-22-572; RZ-22-573
AK#s: 3811885, 3800938
Section 14, Township 20 South, Range 24 South
January 10, 2023

New Commission District



**Planning
& Zoning
Division**



Fort Knox Storage, Rogers Industrial Park
SSCP-22-572; RZ-22-573
AK#s: 3811885, 3800938
Section 14, Township 20 South, Range 24 South
January 6, 2023

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.6.

Meeting Date: March 13, 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 Lake County Industrial to City of Leesburg Industrial, for a property generally located west of Haywood Worm Farm Road and north of Rogers Industrial Park Road, lying in Section 14, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Fort Knox SSCP)

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 Lake County Industrial to City of Leesburg Industrial.

Analysis:

The project site is approximately 11 acres. The property is generally located west of Haywood Worm Farm Road and north of Rogers Industrial Park Road. Currently, the property is vacant industrial. The proposed use is for a self-enclosed self-storage facility, with outdoor covered RV and/or boat storage. The surrounding Future Land Use Map designations of Lake County Regional Office, Lake County Urban Medium Density, Lake County Industrial, City of Leesburg Industrial, and City of Leesburg Institutional are compatible with the proposed future land use designation of City of Leesburg Industrial. The proposed zoning designation of City Industrial 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 the 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 January 19, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Industrial 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 for this action. Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 11 +/- ACRES FROM LAKE COUNTY INDUSTRIAL TO CITY OF LEESBURG INDUSTRIAL, FOR A PROPERTY GENERALLY LOCATED WEST OF HAYWOOD WORM FARM ROAD AND NORTH OF ROGERS INDUSTRIAL PARK ROAD, LYING IN SECTION 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (FORT KNOX SSCP)

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

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

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

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 11 acres of land generally located west of Haywood Worm Farm Road and north of Rogers Industrial Park Road from Lake County Industrial to City of Leesburg Industrial, as shown on the revised map of said area, lying in Section 14, Township 20 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 13th day of March 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A

PARCEL 1: THAT PART OF LOTS 8,9, 10, 11 AND 12, IN ROADSIDE SUBDIVISION IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 62, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN S 89°56'10"W, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 25.0 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 2-3210; THENCE N 00°03'15"E, ALONG SAID WEST RIGHT-OF-WAY, 444.63 FEET TO THE NORTH RIGHT-OF-WAY LINE OF JIM ROGERS INDUSTRIAL ROAD; THENCE S 89°56'10"W, ALONG SAID NORTH RIGHT-OF-WAY, 812.50 FEET TO THE POINT OF BEGINNING (P.O.B. (1)) OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING (P.O.B. (1)), CONTINUE S 89°56'10"W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF JIM ROGERS INDUSTRIAL ROAD, 285.50 FEET; THENCE LEAVING SAID RIGHT-OF-WAY OF JIM ROGERS INDUSTRIAL ROAD, RUN N 00°03'15"E, 880.98 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF THE ABANDONED S.C.L. RAILROAD, THENCE ALONG SAID RIGHT-OF-WAY OF THE ABANDONED S.C.L. RAILROAD, N 89°46'20"E, 285.51 FEET TO A POINT THAT IS N 00°03'15"E, OF THE POINT OF BEGINNING, THENCE S 00°03'15"W, 881.80 FEET TO THE POINT OF BEGINNING (P.O.B. (1)).

PARCEL 2: THAT PART OF LOTS 8, 9, 10, 11 AND 12, IN ROADSIDE SUBDIVISION IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 62, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN S 89°56'10" W, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 25.0 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTRY ROAD 2-3210; THENCE N 00°03'15" E., ALONG SAID WEST RIGHT-OF-WAY, 444.63 FEET TO THE NORTH RIGHT-OF-WAY LINE OF JIM ROGERS INDUSTRIAL ROAD; THENCE S 89°56'10"W, ALONG SAID NORTH RIGHT-OF-WAY 527.0 FEET TO THE POINT OF BEGINNING (P.O.B. (2)) OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING (P.O.B. (2)), CONTINUE S 89°56'10"W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF JIM ROGERS INDUSTRIAL ROAD, 285.50 FEET; THENCE LEAVING SAID RIGHT-OF-WAY OF JIM ROGERS INDUSTRIAL ROAD, RUN N 00°03'15"E, 881.80 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF THE ABANDONED S.C.L. RAILROAD; THENCE ALONG SAID RIGHT-OF-WAY OF THE ABANDONED S.C.L. RAILROAD, N 89°46'20"E, 285.50 FEET TO A POINT THAT IS N 00°03'15"E, OF THE POINT OF BEGINNING, THENCE S 00°03'15"W, 882.61 FEET TO THE POINT OF BEGINNING (P.O.B. (2)).



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

DATE: January 19, 2023
OWNER: Fort Knox Rogers, LLC
PETITIONER: Fort Knox Rogers, LLC
PROJECT: Fort Knox Rogers
REQUEST: Change Future Land Use Designation from Lake County Industrial to City of Leesburg Industrial.
CASE NO.: SSCP-22-572

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 request is compatible with the current surrounding Future Land Use designations of City of Leesburg Institutional and Industrial.
3. The proposed Future Land Use Designation of Industrial is compatible with the proposed zoning of City of Leesburg M-1 (Industrial) and does not appear to create a detriment to the adjacent Lake County Future Land Use Categories of Industrial, Regional Office, and Urban Medium Density.
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 designation of the subject property from Lake County Industrial to City of Leesburg Industrial and forward to the City Commission for consideration.

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

DATE: January 19, 2023
OWNER: Fort Knox Rogers, LLC
PETITIONER: Fort Knox Rogers, LLC
PROJECT: Fort Knox Rogers
REQUEST: Change Future Land Use Designation and Rezone for industrial uses.
CASE NO.: SSCP-22-572; RZ-22-573

GENERAL LOCATION: The property is generally located west of Haywood Worm Farm Road and north of Rogers Industrial Park Road.

FUTURE LAND USE DESIGNATION: Lake County Industrial

SURROUNDING FUTURE LAND USE DESIGNATION:

North —	Lake County Regional Office; Lake County Urban Medium Density
South —	Lake County Industrial; City of Leesburg Industrial
East —	Lake County Industrial; City of Leesburg Institutional; City of Leesburg Industrial
West —	Lake County Industrial; City of Leesburg Institutional

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg Industrial

EXISTING ZONING DESIGNATION: Lake County HM (Heavy Industrial)

SURROUNDING ZONING DESIGNATIONS:

North —	Lake County A (Agriculture); Lake County R-6 (Urban Residential District)
South —	Lake County RMRP (Mobile Home Rental Park District); Lake County HM (Heavy Industrial); Lake County MP (Planned Industrial); City of Leesburg PUD (Planned Unit Development)
East —	Lake County HM (Heavy Industrial); City of Leesburg P (Public); City of Leesburg CIP (Commercial/Industrial Planned)
West —	Lake County HM (Heavy Industrial)

PROPOSED ZONING DESIGNATION: City of Leesburg M-1 (Industrial)

EXISTING LAND USE: Vacant Industrial

SURROUNDING LAND USE:

North —	Agriculture; Mobile Home
South —	Industrial; Timber
East —	Industrial; Agriculture; Lake County Eagles Club
West —	Industrial

PROPOSED LAND USE: Industrial (storage facility)

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

DATE: December 29, 2022
OWNER: Fort Knox Rogers, LLC
PETITIONER: Fort Knox Rogers, LLC
PROJECT: Fort Knox Rogers, LLC
REQUEST: Change Future Land Use Designation and Rezone for industrial uses.
CASE NO.: SSCP-22-572; RZ-22-573

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments – As of 1/13/23

FIRE

No comments from Leesburg Fire Department. Amanda Stevenson 1/13/23

ELECTRIC

This is outside the Leesburg Electric Service Territory. Steve Davis 12/29/22

GAS

No comments – As of 1/13/23

GIS

No comments – As of 1/13/23

BUILDING

No comments – As of 1/13/23

PUBLIC WORKS

No comments – As of 1/13/23

ADDRESSING

No comments – As of 1/13/23

HOUSING & REDEVELOPMENT

No comments – As of 1/13/23

LAKE COUNTY PUBLIC WORKS

No comments – As of 1/13/23

LAKE COUNTY SCHOOLS

The school district does not have any comments for the proposed FLUA and rezoning for the self-service storage (industrial) use. - Helen LaValley 1/2/23

PUBLIC RESPONSES

Approval

No comments – As of 1/13/23

Disapproval

No comments – As of 1/13/23

No comment

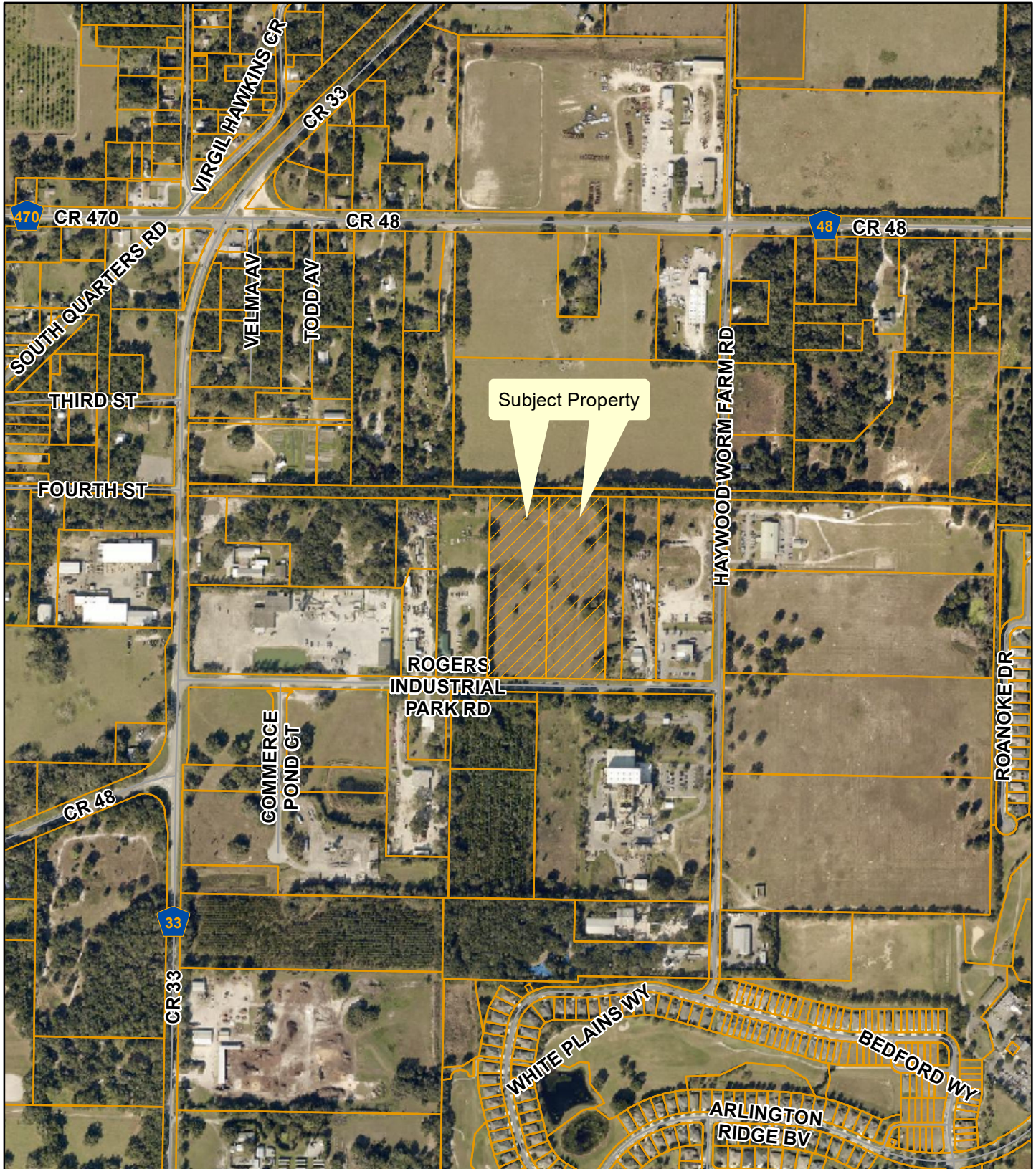
No comments – As of 1/13/23

Notice of Appearance filed:

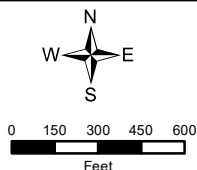
PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Aerial

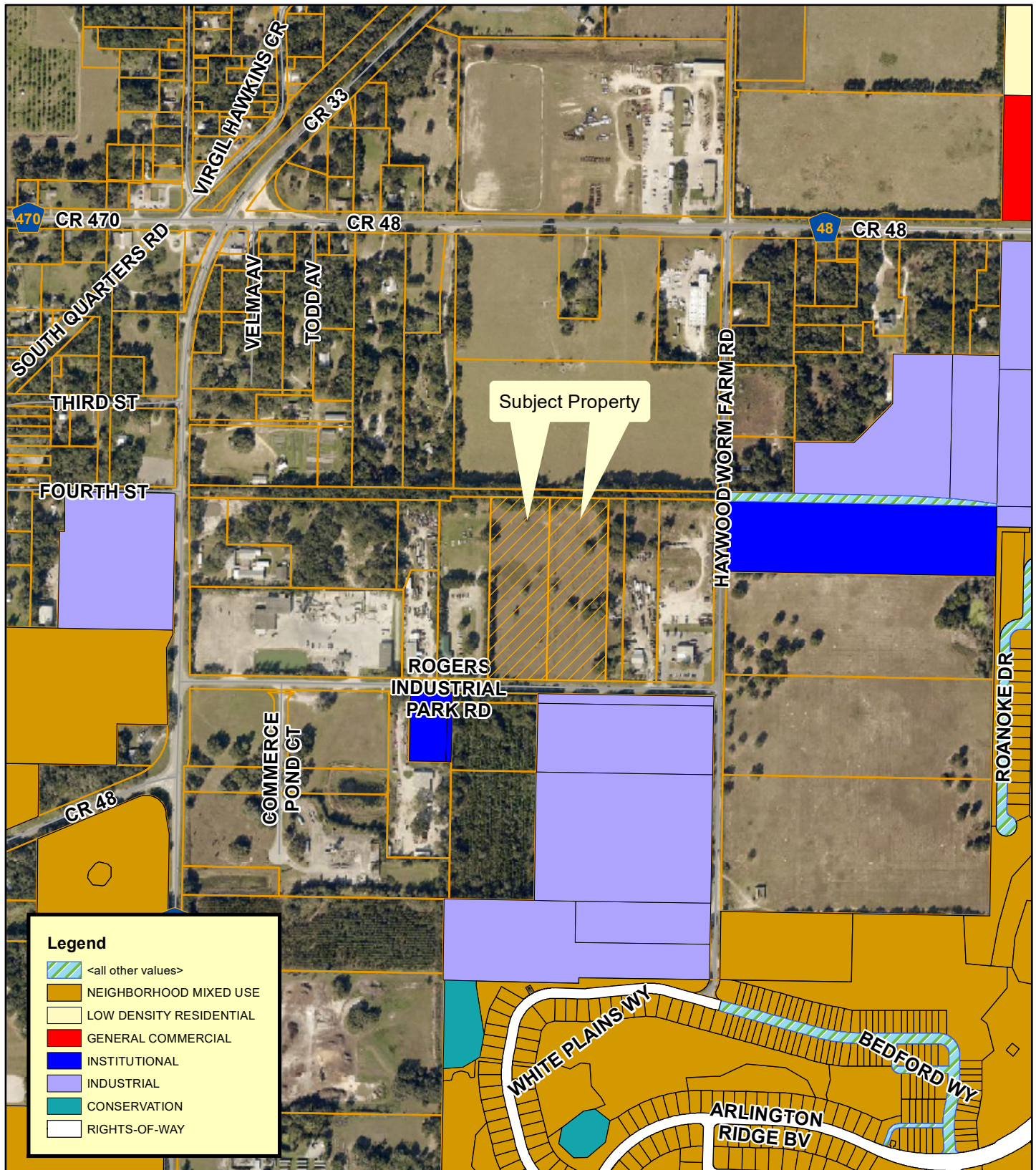


**Planning
& Zoning
Division**

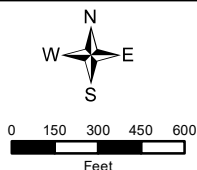


Fort Knox Storage, Rogers Industrial Park
Project #s: SSCP-22-572; RZ-22-573
AK#s: 3811885, 3800938
Section 14, Township 20 South, Range 24 South
January 10, 2023

City of Leesburg Future Land Use

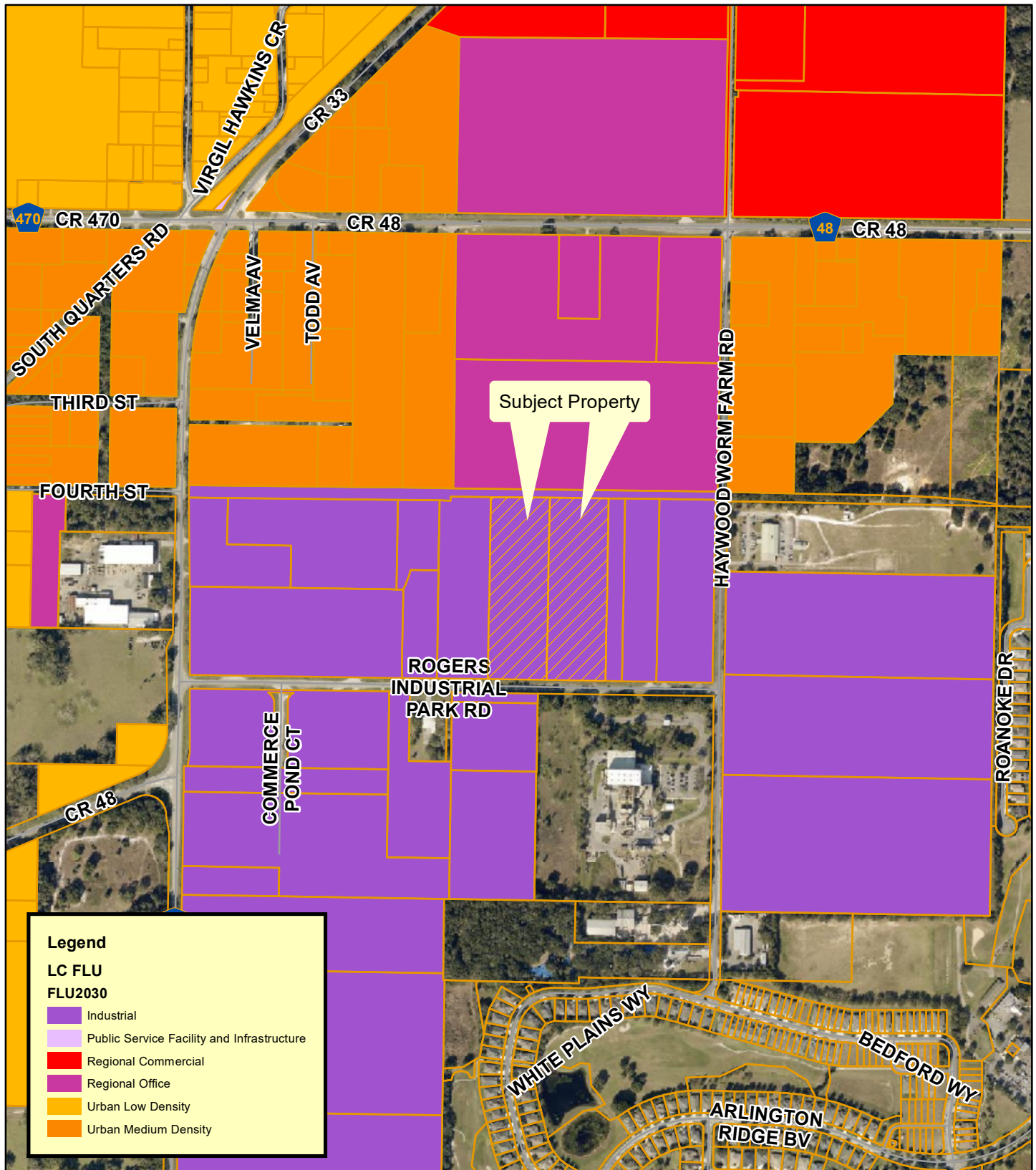


**Planning
& Zoning
Division**

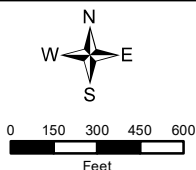


Fort Knox Storage, Rogers Industrial Park
 Project #s: SSCP-22-572; RZ-22-573
 AK#s: 3811885, 3800938
 Section 14, Township 20 South, Range 24 South
 January 10, 2023

Lake County Future Land Use

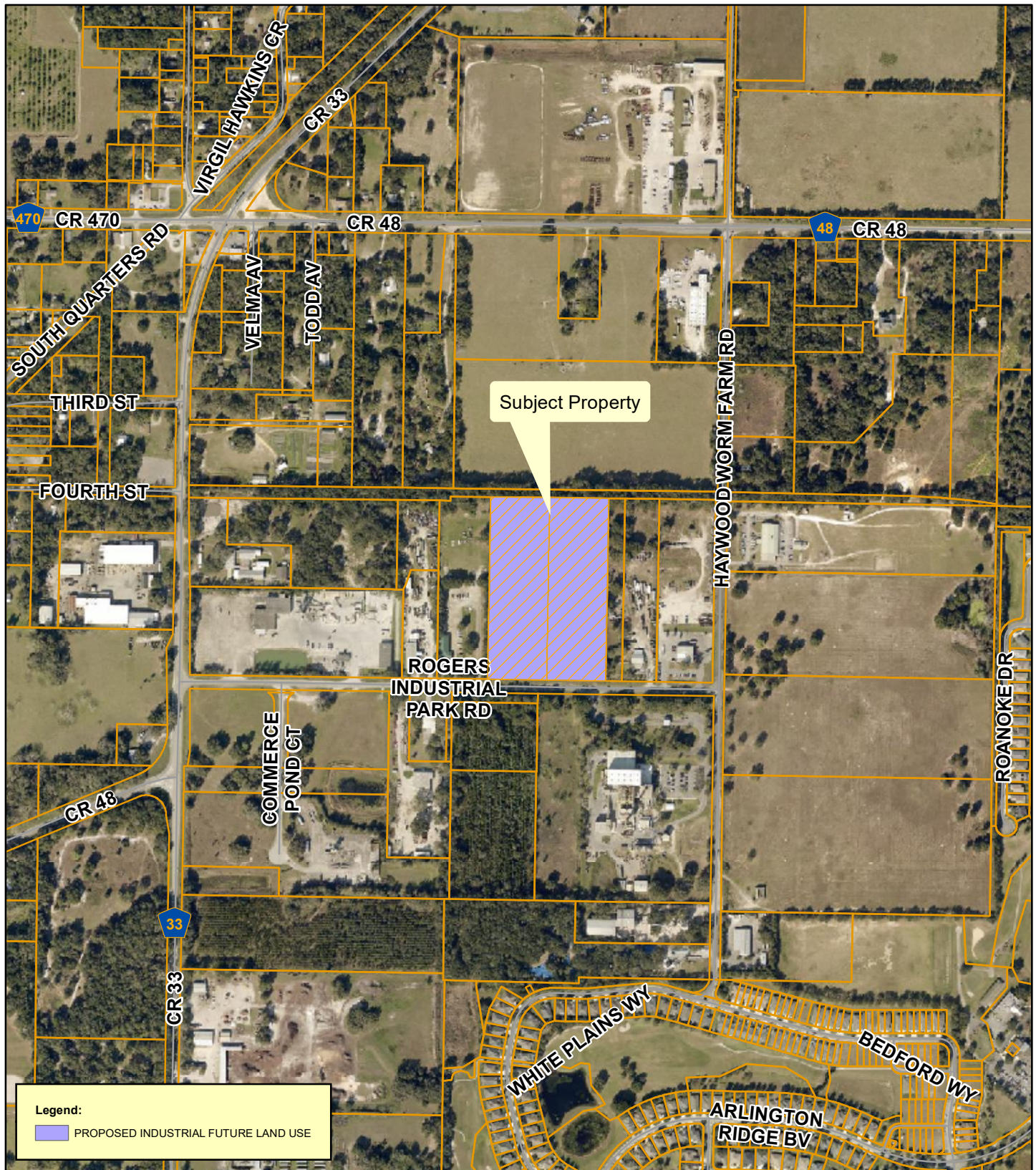


**Planning
& Zoning
Division**

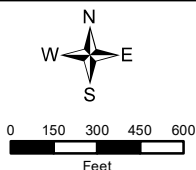


Fort Knox Storage, Rogers Industrial Park
 Project #s: SSCP-22-572; RZ-22-573
 AK#s: 3811885, 3800938
 Section 14, Township 20 South, Range 24 South
 January 10, 2023

PROPOSED FUTURE LAND USE

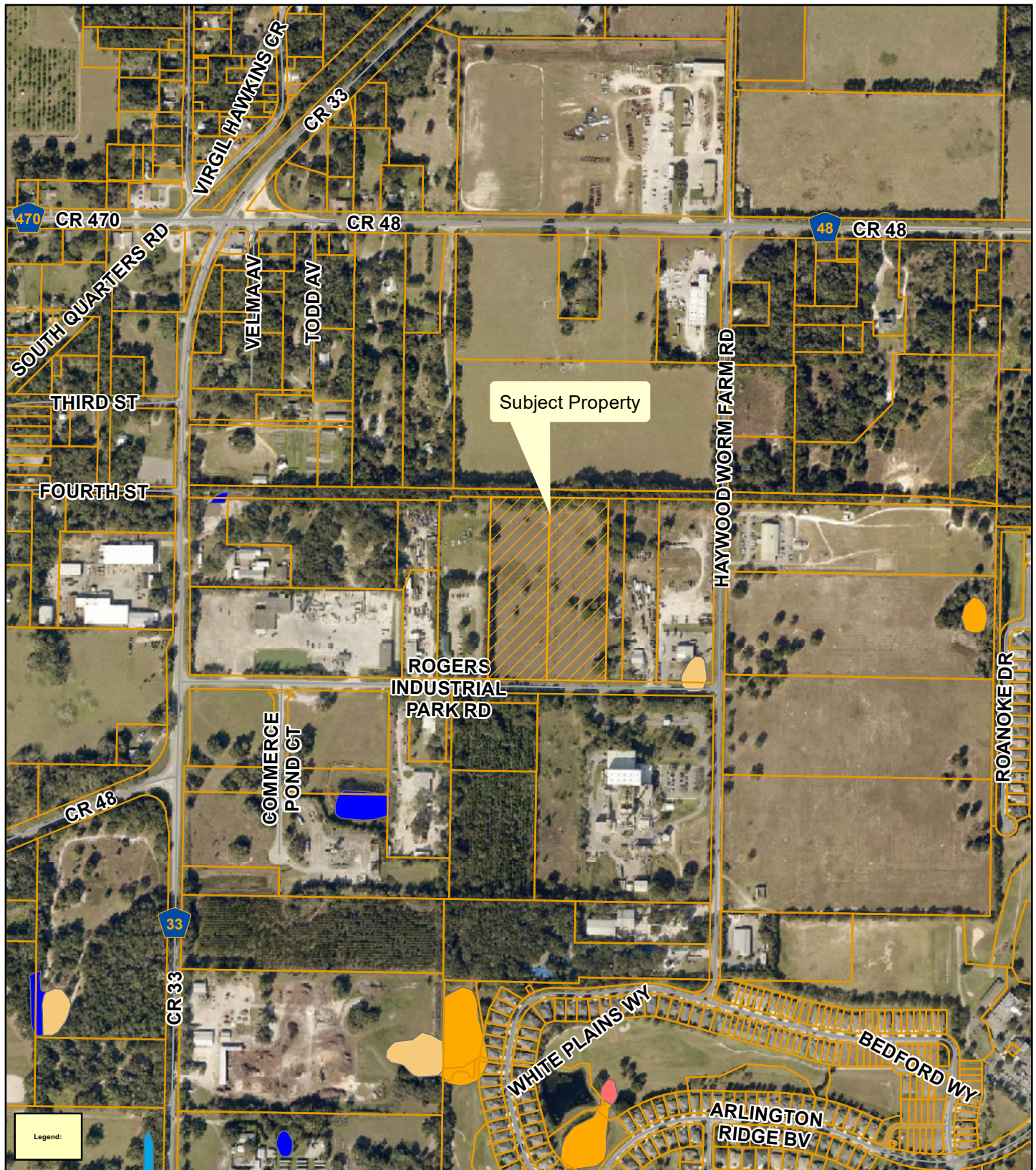


**Planning
& Zoning
Division**



Fort Knox Storage, Rogers Industrial Park
AK#s: 3811885, 3800938
Section 14, Township 20 South, Range 24 South
December 2, 2022

Wetlands



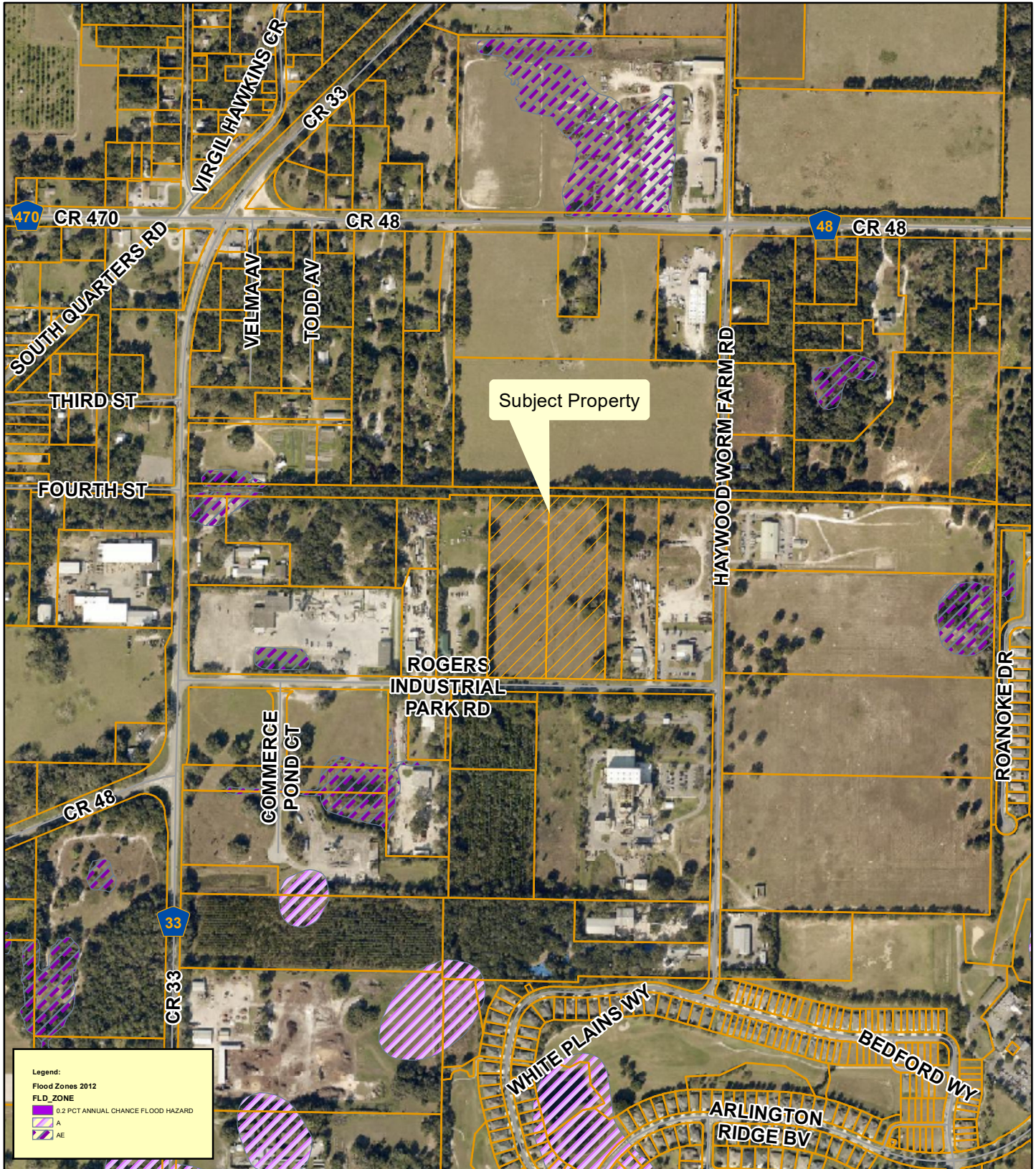
**Planning
& Zoning
Division**



0 150 300 450 600
Feet

Fort Knox Storage, Rogers Industrial Park
AK#s: 3811885, 3800938
Section 14, Township 20 South, Range 24 South
December 2, 2022

Flood Zones



**Planning
& Zoning
Division**



0 150 300 450 600
Feet

Fort Knox Storage, Rogers Industrial Park
AK#s: 3811885, 3800938
Section 14, Township 20 South, Range 24 South
December 2, 2022



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, JANUARY 19TH, 2023 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, January 19th, 2023, at City Hall.

Chairman Ted Bowersox called the meeting to order at 4:30 p.m.

The following Commission members were present:

Ted Bowersox – Chairman
Tim Sennett – Vice-Chair
John O’Kelley
Stewart Kaplan
Nathaniel Sanders
Ken Simeone

The following Commission members were absent:

Ze’Shieca Carter
Frazier Marshall

City staff in attendance included Dan Miller, Planning & Zoning Director, Sabrina Mitchell, Administrative Assistant II, Christine Rock, Senior Planner, Dianne Yekel, Senior Planner, Max Van Allen, Planner, Melissa Medders, Planner and City Attorney Grant Watson was also present.

The meeting opened with an invocation given by Chairman Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker’s registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

1) **PUBLIC HEARING CASE # SSCP-22-572 – FORT KNOX ROGERS, LLC – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT**

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING 11 +/- ACRES FROM LAKE COUNTY INDUSTRIAL TO CITY OF LEESBURG INDUSTRIAL FOR A PROPERTY GENERALLY LOCATED WEST OF HAYWOOD WORM FARM ROAD AND NORTH OF ROGERS INDUSTRIAL PARK ROAD, AS LEGALLY DESCRIBED IN SECTION 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, FEBRUARY 13TH, 2023 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, MARCH 27TH, 2023)** (Fort Knox Rogers)

Dan Miller requested to discuss the next two cases together and vote on each case separately.

Dan Miller introduced case number #SSCP-22-572 – Fort Knox Rogers, LLC – Small Scale Comprehensive Plan Amendment and case number #PUD-22-573 Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background and explanation of the subject property, location, zoning, and requests.

Christine Rock utilized a power point presentation to demonstrate the area of the proposed site for the case.

Department Review Summary: This case was sent out to all the different City departments for review, no substantive comments received. The Lake County School Board noted that the project is exempt from school concurrency review. Public responses - Staff did not receive any responses or contacts in response to the posted signs and newspaper.

Mr. Miller read the Staff Recommendations into the record for both cases; Staff recommended approval.

Chairman Bowersox stated if the Commission have any questions of the applicant.

Commissioners, and Mr. Miller discussed Lake County zoned industrial; come into City of Leesburg; Ryan Solstice stated for utilities.

Chairman Bowersox entertained a motion, and then the voting took place.

Commissioner Kaplan made a MOTION for APPROVAL of case # SSCP-22-572 – FORT KNOX ROGERS, LLC – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner O’Kelley SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 6-0.

Chairman Bowersox called for the fifth case under new business be brought forward.

2) PUBLIC HEARING CASE # RZ-22-573 – FORT KNOX ROGERS, LLC – REZONING

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 11 +/- ACRES FROM LAKE COUNTY HM (HEAVY INDUSTRIAL) TO CITY OF LEESBURG M-1 (INDUSTRIAL) FOR A PROPERTY GENERALLY LOCATED WEST OF HAYWOOD WORM FARM ROAD AND NORTH OF ROGERS INDUSTRIAL PARK ROAD, AS LEGALLY DESCRIBED IN SECTION 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, FEBRUARY 13TH, 2023 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, MARCH 27TH, 2023)** (Fort Knox Rogers)

Chairman Bowersox entertained a motion, and then the voting took place.

Commissioner Kaplan made a MOTION for APPROVAL of case # RZ-22-573 – FORT KNOX ROGERS, LLC – REZONING Commissioner O’Kelley SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 6-0.

ANNOUNCEMENTS

None

ADJOURNMENT

Meeting was adjourned at 6:00 p.m.

Ted W. Bowersox, Chairman

Sabrina Mitchell, Administrative Assistant II

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.7.

Meeting Date: March 13, 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 Lake County HM (Heavy Industrial) to City of Leesburg M-1 (Industrial) for a property generally located west of Haywood Worm Farm Road and north of Rogers Industrial Park Road, lying in Section 14, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Fort Knox RZ)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County HM (Heavy Industrial) to City of Leesburg M-1 (Industrial) to allow for a self-enclosed self-storage facility, with outdoor covered RV and/or boat storage.

Analysis:

The project site is approximately 11 +/- acres, and is generally located west of Haywood Worm Farm Road and north of Rogers Industrial Park Road as shown on the attached maps. At this time, the property is vacant industrial land. The proposal will allow for a self-enclosed self-storage facility, with outdoor covered RV and/or boat storage. The existing land uses surrounding the property are agriculture, mobile homes, industrial, timber, and the Lake County Eagles Club. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on January 19, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning from Lake County HM (Heavy Industrial) to City of Leesburg M-1 (Industrial); or
2. Other 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 11 +/- ACRES FROM LAKE COUNTY HM (HEAVY INDUSTRIAL) TO CITY OF LEESBURG M-1 (INDUSTRIAL) FOR A PROPERTY GENERALLY LOCATED WEST OF HAYWOOD WORM FARM ROAD AND NORTH OF ROGERS INDUSTRIAL PARK ROAD, LYING IN SECTION 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (FORT KNOX RZ)

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

Section 1.

Based upon the petition of Ryan Solstice (LPG Urban & Regional Planners, Agent) for Fort Knox of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County HM (Heavy Industrial) to City of Leesburg M-1 (Industrial), 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 13th day of March 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A

PARCEL 1: THAT PART OF LOTS 8,9, 10, 11 AND 12, IN ROADSIDE SUBDIVISION IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 62, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

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PARCEL 2: THAT PART OF LOTS 8, 9, 10, 11 AND 12, IN ROADSIDE SUBDIVISION IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 62, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

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

DATE: January 19, 2023
OWNER: Fort Knox Rogers, LLC
PETITIONER: Fort Knox Rogers, LLC
PROJECT: Fort Knox Rogers
REQUEST: Rezone from Lake County HM (Heavy Industrial) to City of Leesburg M-1 (Industrial) for industrial uses.
CASE NO.: RZ-22-573

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. The proposed request is compatible with the current surrounding zoning districts of Lake County HM (Heavy Industrial); A (Agriculture); R-6 (Urban Residential District); MP (Planned Industrial); and City of Leesburg PUD (Planned Unit Development).
2. The proposed request is compatible with the proposed Future Land Use designation of City of Leesburg Industrial, and the current surrounding Future Land Use designations of Lake County Industrial, Regional Office, and Urban Medium Density; and City of Leesburg Institutional and Industrial.
3. The proposed request will allow industrial development for the property that is consistent with the ongoing development patterns along the County Road 33 industrial area.
4. The proposed request does not appear to create a detriment to surrounding properties, based on the location and proximity to compatible development.

Action Requested:

1. Vote to **approve** staff's recommendation to rezone the subject property from Lake County HM (Heavy Industrial) to City of Leesburg M-1 (Industrial) and forward to the City Commission for consideration.

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

DATE: January 19, 2023
OWNER: Fort Knox Rogers, LLC
PETITIONER: Fort Knox Rogers, LLC
PROJECT: Fort Knox Rogers
REQUEST: Change Future Land Use Designation and Rezone for industrial uses.
CASE NO.: SSCP-22-572; RZ-22-573

GENERAL LOCATION: The property is generally located west of Haywood Worm Farm Road and north of Rogers Industrial Park Road.

FUTURE LAND USE DESIGNATION: Lake County Industrial

SURROUNDING FUTURE LAND USE DESIGNATION:

North —	Lake County Regional Office; Lake County Urban Medium Density
South —	Lake County Industrial; City of Leesburg Industrial
East —	Lake County Industrial; City of Leesburg Institutional; City of Leesburg Industrial
West —	Lake County Industrial; City of Leesburg Institutional

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg Industrial

EXISTING ZONING DESIGNATION: Lake County HM (Heavy Industrial)

SURROUNDING ZONING DESIGNATIONS:

North —	Lake County A (Agriculture); Lake County R-6 (Urban Residential District)
South —	Lake County RMRP (Mobile Home Rental Park District); Lake County HM (Heavy Industrial); Lake County MP (Planned Industrial); City of Leesburg PUD (Planned Unit Development)
East —	Lake County HM (Heavy Industrial); City of Leesburg P (Public); City of Leesburg CIP (Commercial/Industrial Planned)
West —	Lake County HM (Heavy Industrial)

PROPOSED ZONING DESIGNATION: City of Leesburg M-1 (Industrial)

EXISTING LAND USE: Vacant Industrial

SURROUNDING LAND USE:

North —	Agriculture; Mobile Home
South —	Industrial; Timber
East —	Industrial; Agriculture; Lake County Eagles Club
West —	Industrial

PROPOSED LAND USE: Industrial (storage facility)

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

DATE: December 29, 2022
OWNER: Fort Knox Rogers, LLC
PETITIONER: Fort Knox Rogers, LLC
PROJECT: Fort Knox Rogers, LLC
REQUEST: Change Future Land Use Designation and Rezone for industrial uses.
CASE NO.: SSCP-22-572; RZ-22-573

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments – As of 1/13/23

FIRE

No comments from Leesburg Fire Department. Amanda Stevenson 1/13/23

ELECTRIC

This is outside the Leesburg Electric Service Territory. Steve Davis 12/29/22

GAS

No comments – As of 1/13/23

GIS

No comments – As of 1/13/23

BUILDING

No comments – As of 1/13/23

PUBLIC WORKS

No comments – As of 1/13/23

ADDRESSING

No comments – As of 1/13/23

HOUSING & REDEVELOPMENT

No comments – As of 1/13/23

LAKE COUNTY PUBLIC WORKS

No comments – As of 1/13/23

LAKE COUNTY SCHOOLS

The school district does not have any comments for the proposed FLUA and rezoning for the self-service storage (industrial) use. - Helen LaValley 1/2/23

PUBLIC RESPONSES

Approval

No comments – As of 1/13/23

Disapproval

No comments – As of 1/13/23

No comment

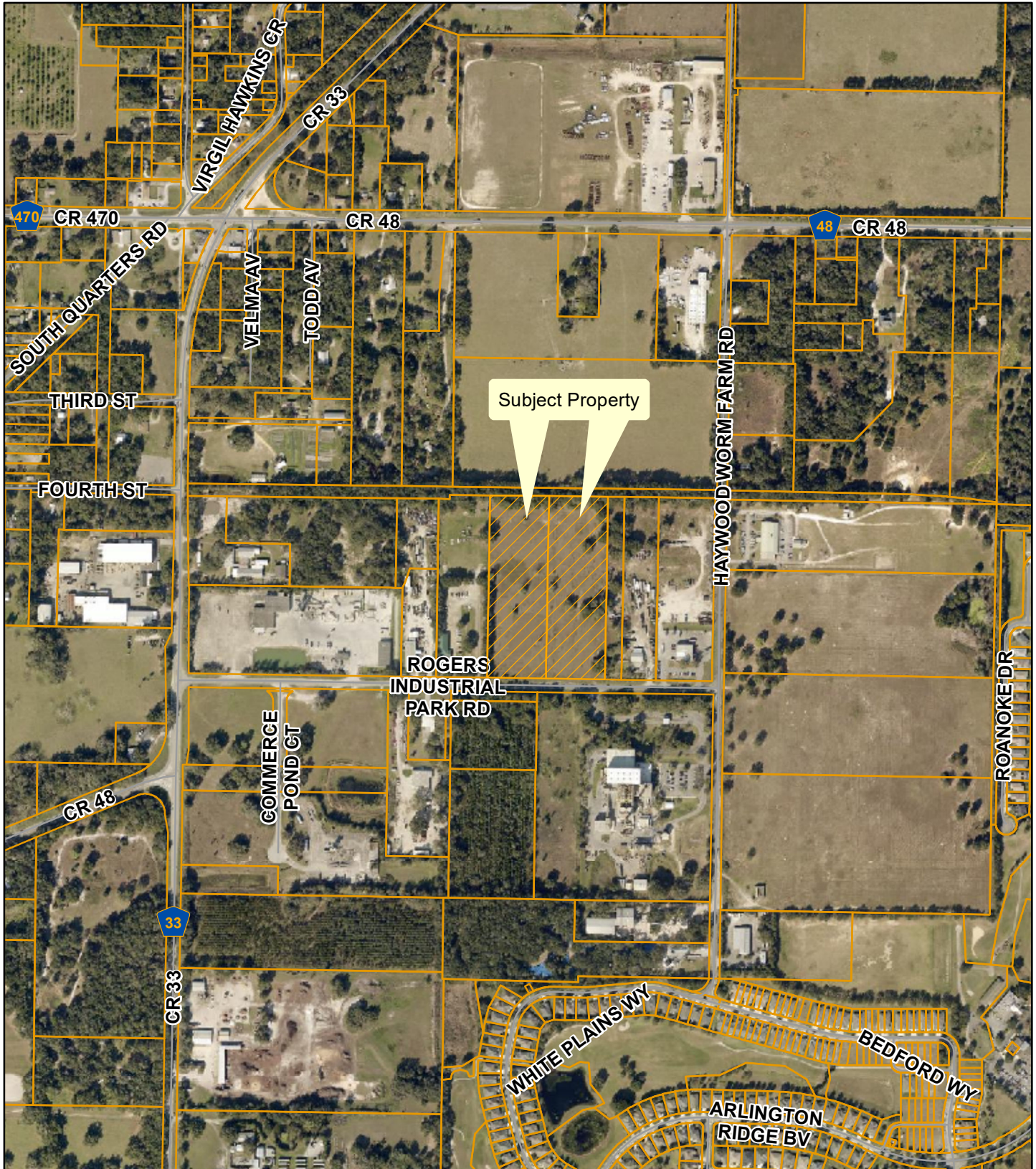
No comments – As of 1/13/23

Notice of Appearance filed:

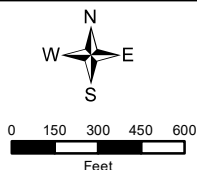
PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Aerial

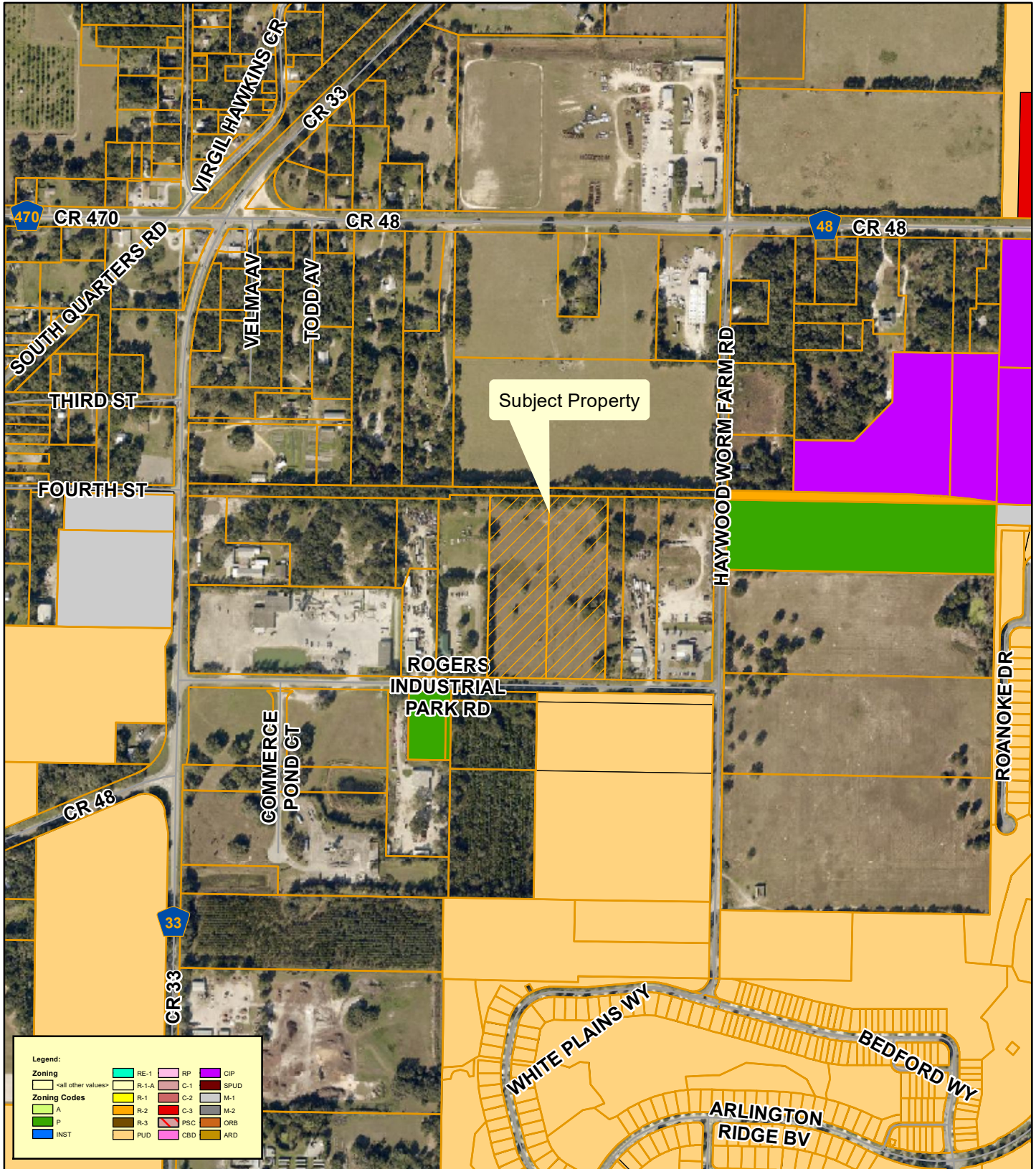


**Planning
& Zoning
Division**



Fort Knox Storage, Rogers Industrial Park
Project #s: SSCP-22-572; RZ-22-573
AK#s: 3811885, 3800938
Section 14, Township 20 South, Range 24 South
January 10, 2023

Zoning



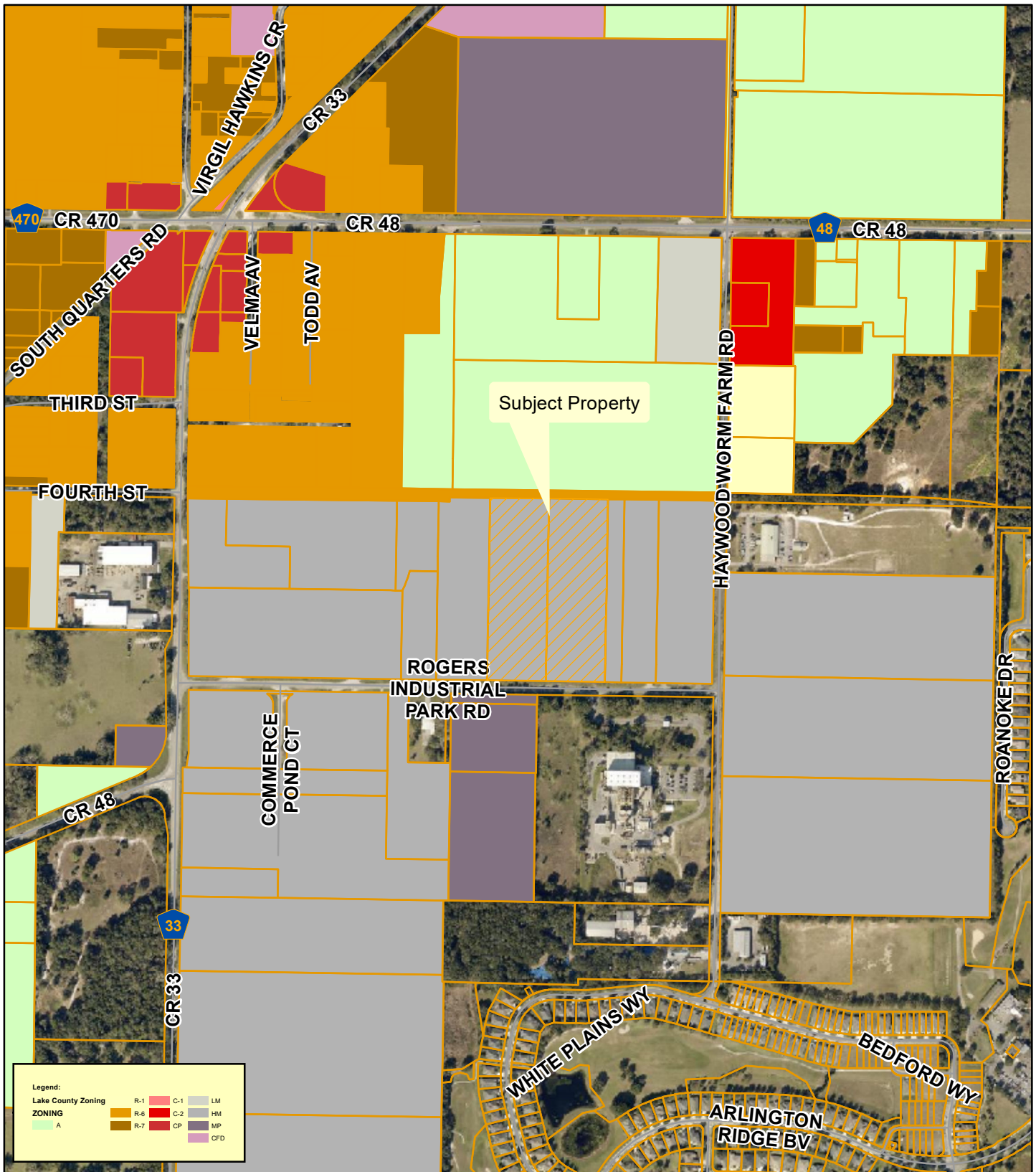
**Planning
& Zoning
Division**



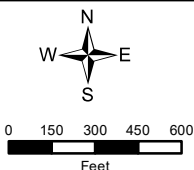
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Feet

Fort Knox Storage, Rogers Industrial Park
AK#s: 3811885, 3800938
Section 14, Township 20 South, Range 24 South
December 2, 2022

Lake County Zoning



**Planning
& Zoning
Division**

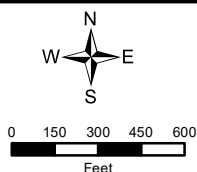


Fort Knox Storage, Rogers Industrial Park
 AK#s: 3811885, 3800938
 Section 14, Township 20 South, Range 24 South
 December 2, 2022

PROPOSED ZONING

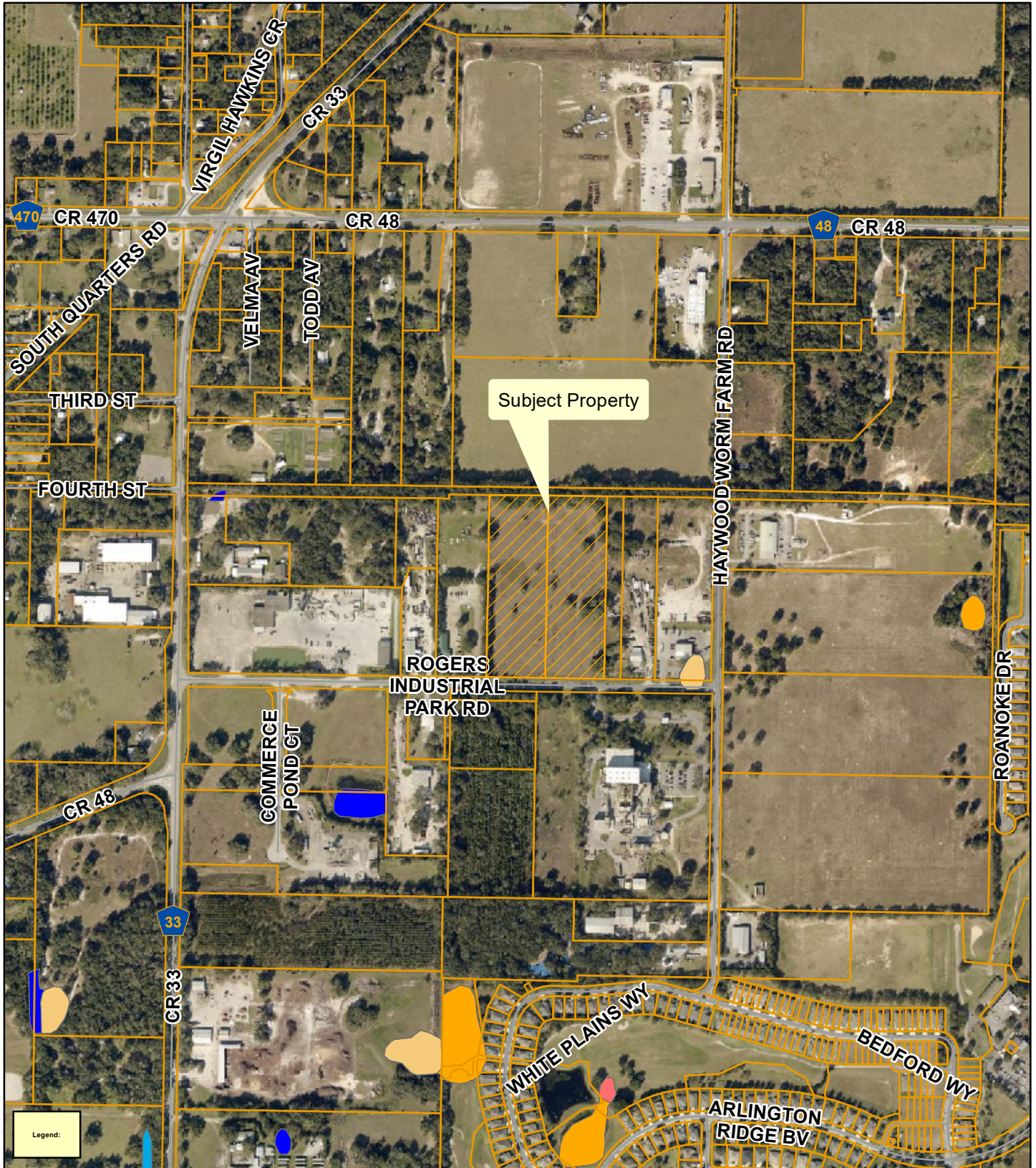


**Planning
& Zoning
Division**



Fort Knox Storage, Rogers Industrial Park
 AK#s: 3811885, 3800938
 Section 14, Township 20 South, Range 24 South
 December 2, 2022

Wetlands



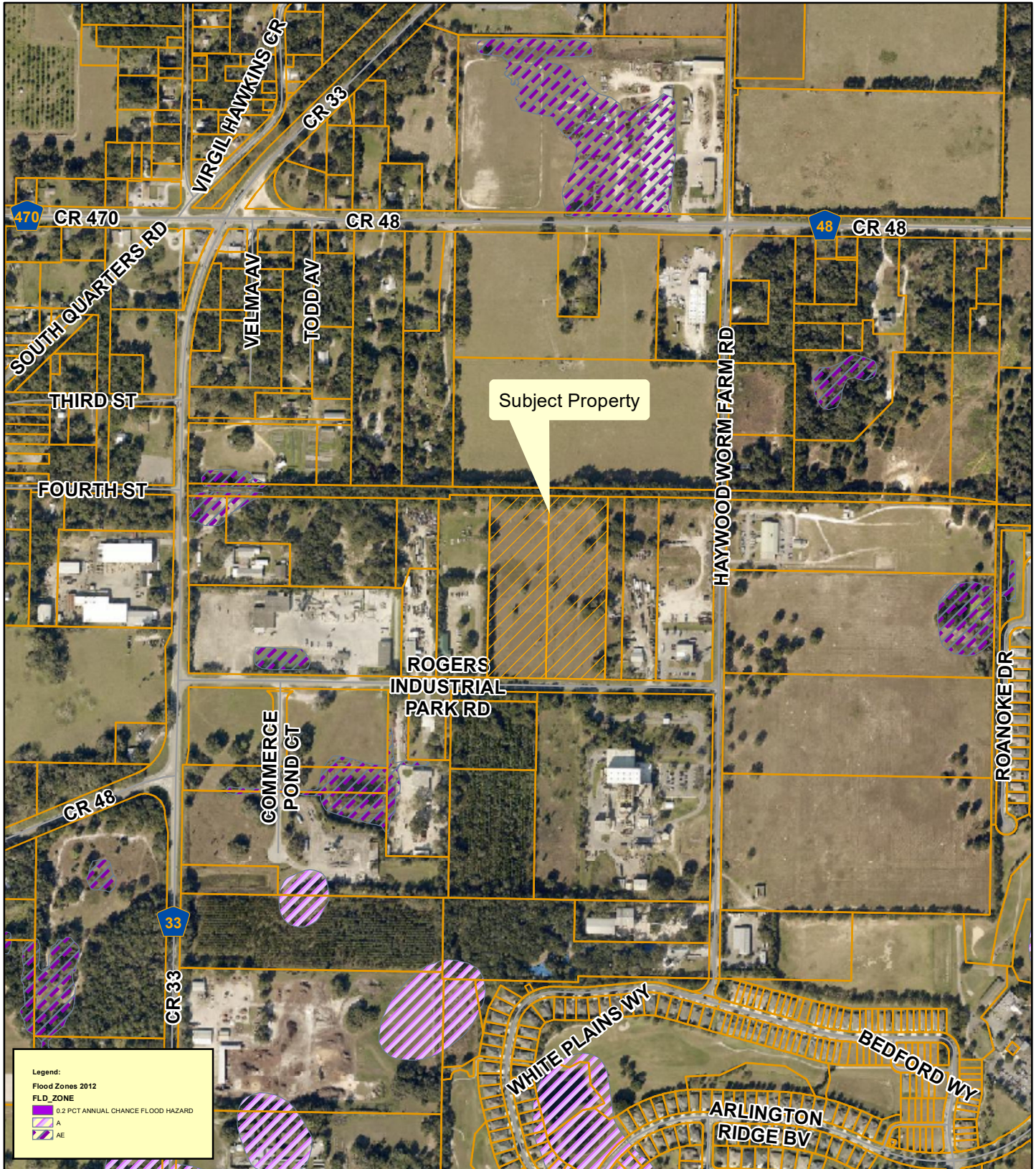
**Planning
& Zoning
Division**



0 150 300 450 600
Feet

Fort Knox Storage, Rogers Industrial Park
AK#s: 3811885, 3800938
Section 14, Township 20 South, Range 24 South
December 2, 2022

Flood Zones



**Planning
& Zoning
Division**



0 150 300 450 600
Feet

Fort Knox Storage, Rogers Industrial Park
AK#s: 3811885, 3800938
Section 14, Township 20 South, Range 24 South
December 2, 2022

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.8.

Meeting Date: March 13, 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 as presented; 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 13th day of March 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

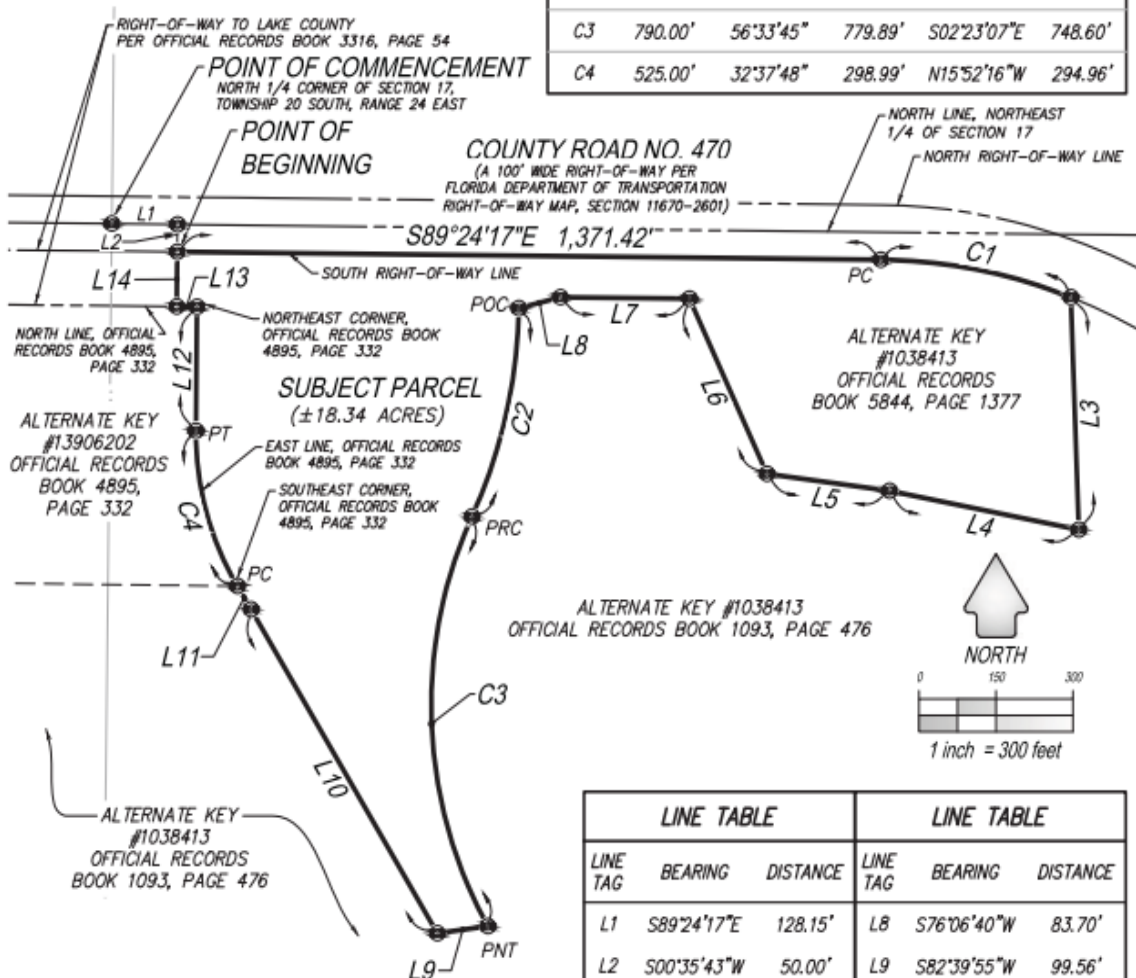
LEGEND: (NOT A FIELD SURVEY)

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
D = CHANGE IN DIRECTION

EXHIBIT " A " SHEET 02 OF 02

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'

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

Document Path: A:\GIS\01 PROJECTS\300 ENTITLEMENTS\01 VOWL\005 VOWL 5TH AMENDMENT\05 EXHIBITS\03 APRX\VOWL 5TH AMENDMENT EXHIBITS\VOWL 5TH AMENDMENT EXHIBITS.aprx



Age-Restricted Development (ARD)

The Villages
© Holding Company of The Villages, Inc., All Rights Reserved

CFB CLYMER
FARNER
BARLEY

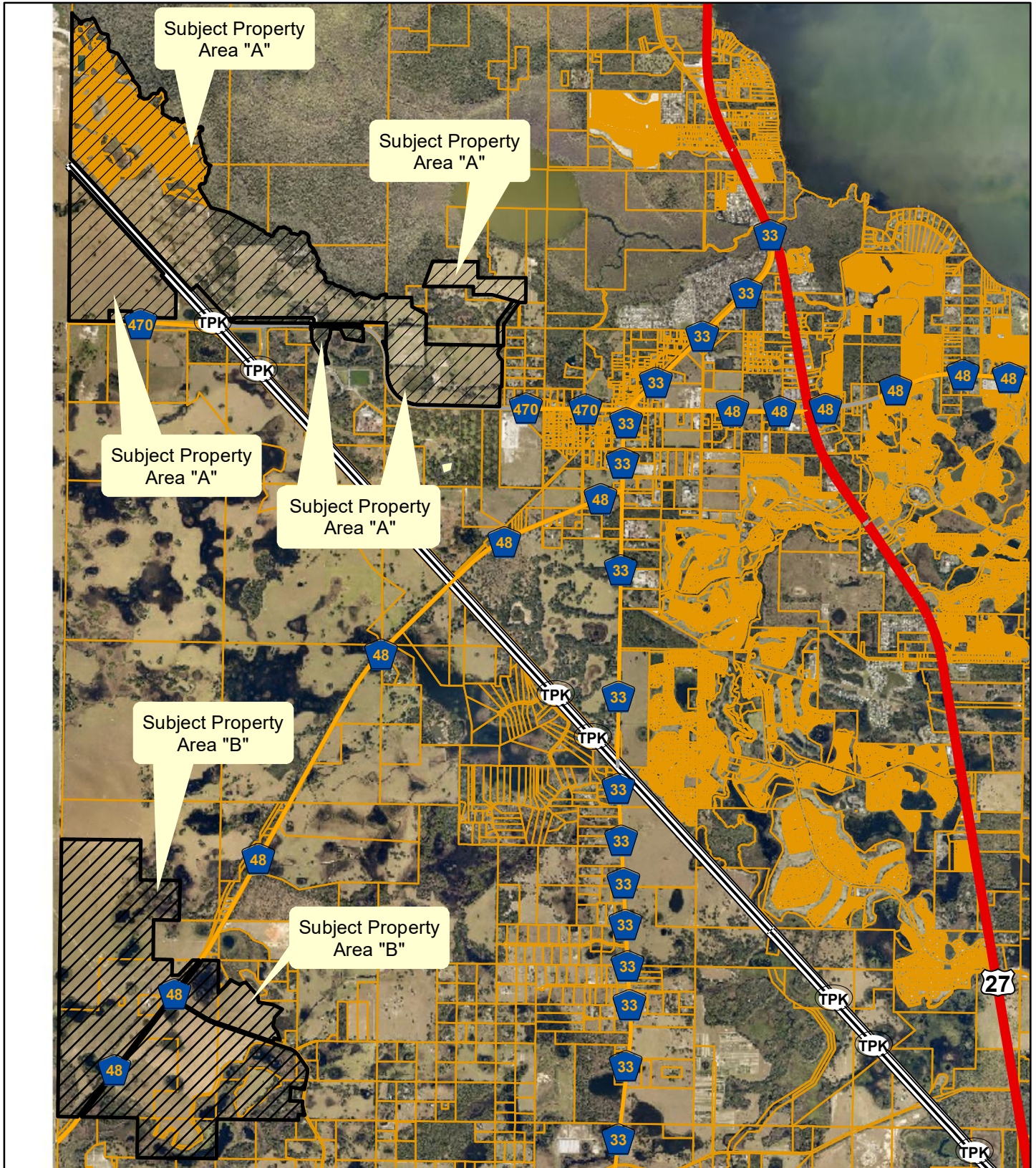
Exhibit A - Revised Future Land Use Map

**The Villages of West Lake
5th Amendment**

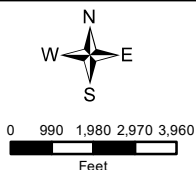
September 2022
1 inch = 1,000 feet



Aerial



**Planning
& Zoning
Division**



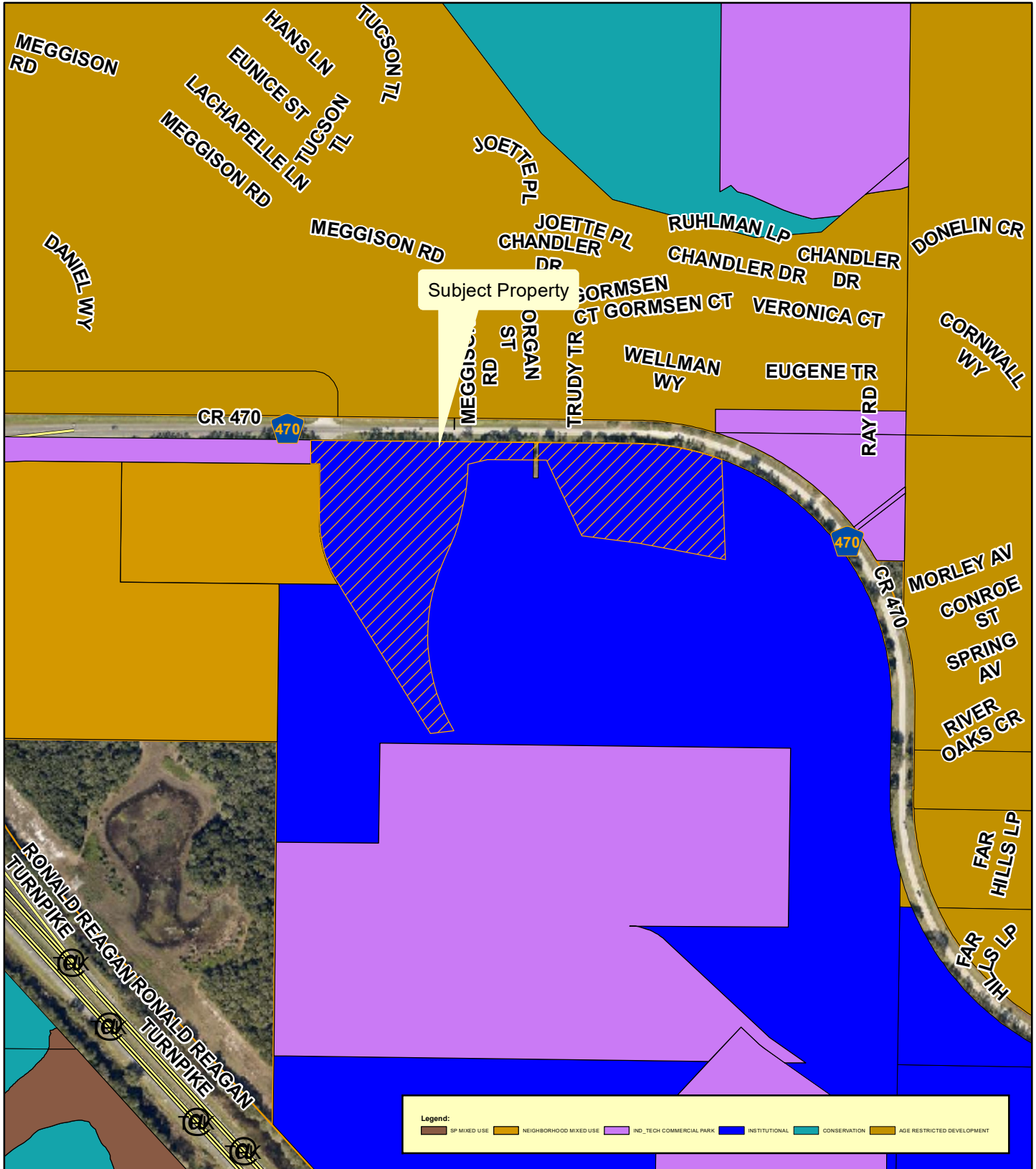
The Villages of West Lake Comprehensive Plan Amendment
LSCP-22-468; RZ-22-469

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

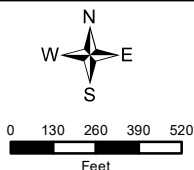
Sections 5, 6, and 7, Township 21 South, Range 24 East

November 2, 2022

Future Land Use

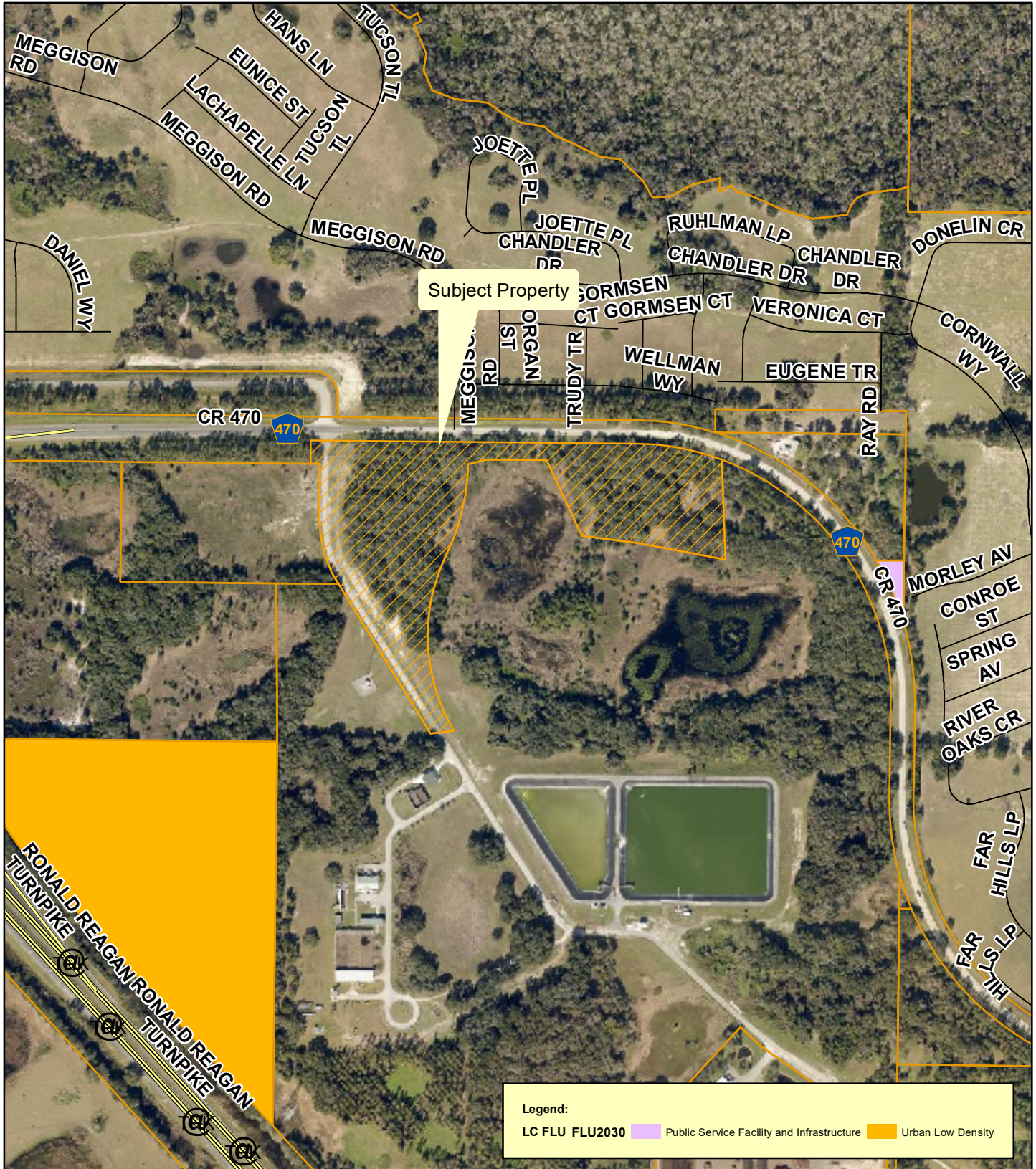


**Planning
& Zoning
Division**

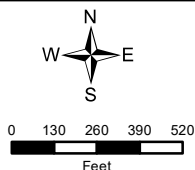


The Villages of West Lake
AK#: 3929534
Section 17, Township 20 South, Range 24 East
October 25, 2022

Lake County Future Land Use

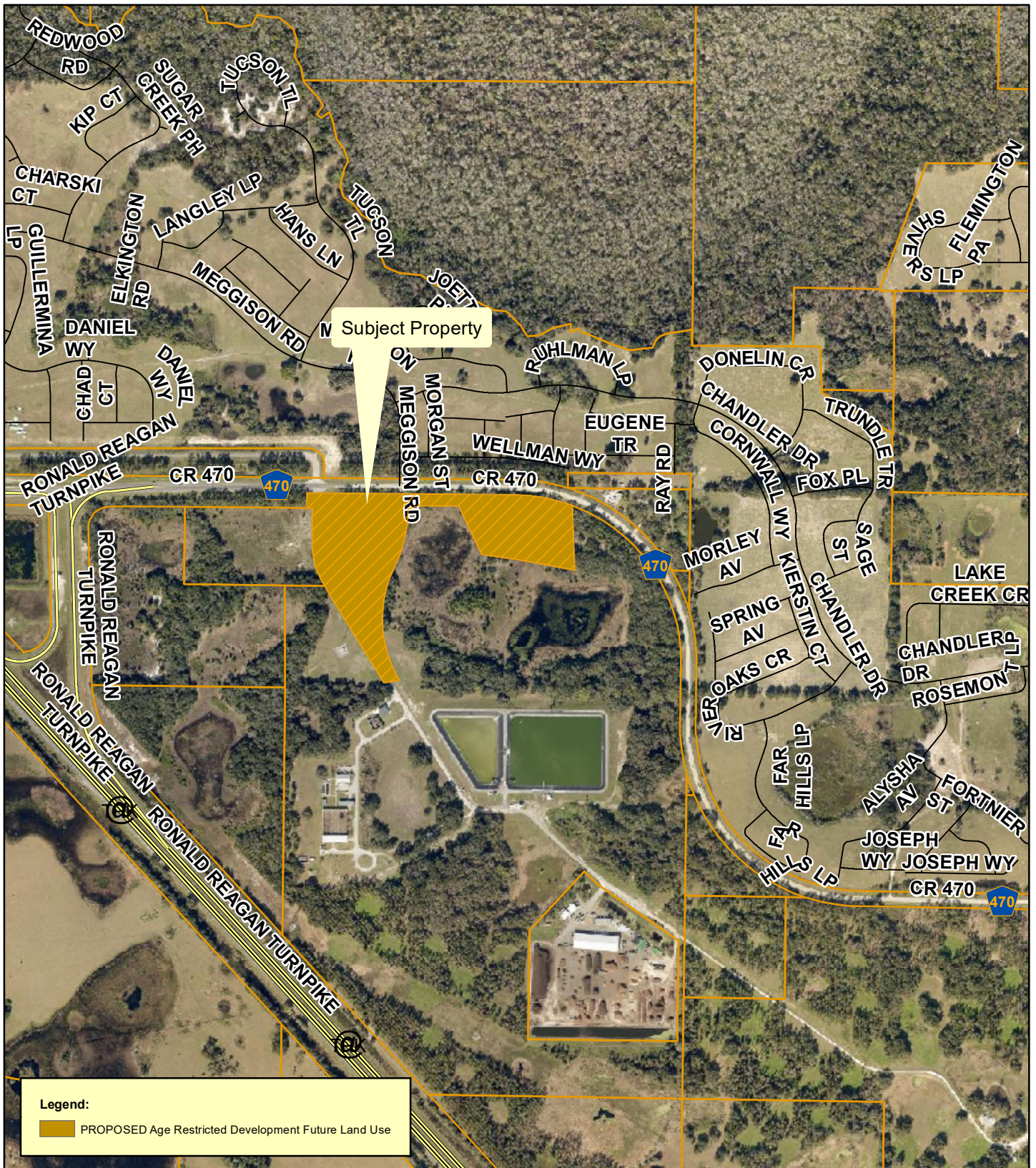


**Planning
& Zoning
Division**

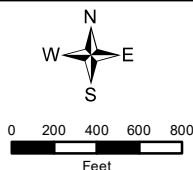


The Villages of West Lake
AK#: 3929534
Section 17, Township 20 South, Range 24 East
October 25, 2022

PROPOSED ARD FUTURE LAND USE



**Planning
& Zoning
Division**

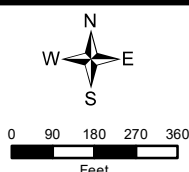


The Villages of West Lake
AK#: 3929534
Section 17, Township 20 South, Range 24 East
October 25, 2022

Surrounding Existing Land Uses

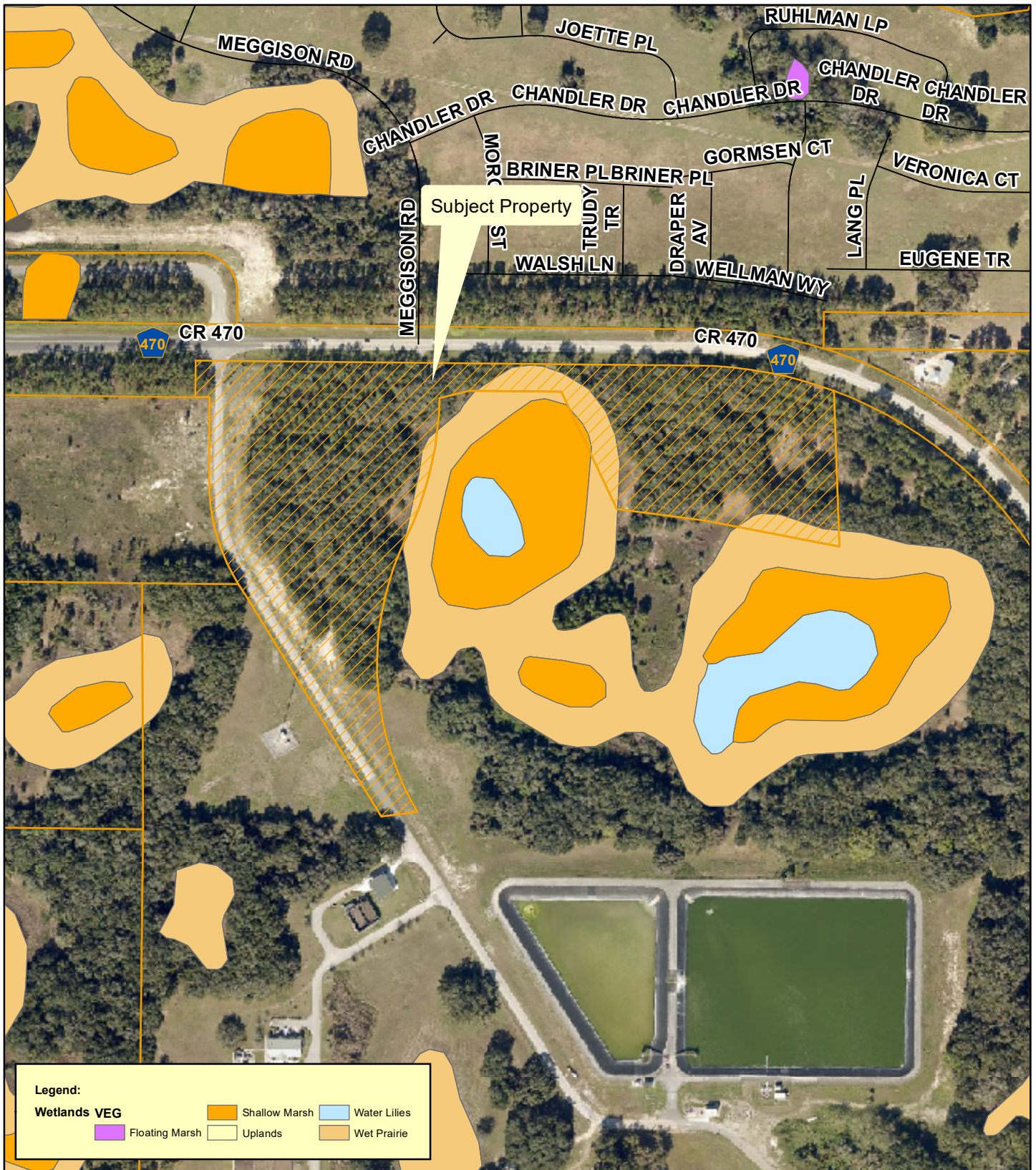


**Planning
& Zoning
Division**

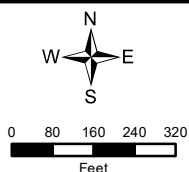


The Villages of West Lake
AK#: 3929534
Section 17, Township 20 South, Range 24 East
October 25, 2022

Wetlands

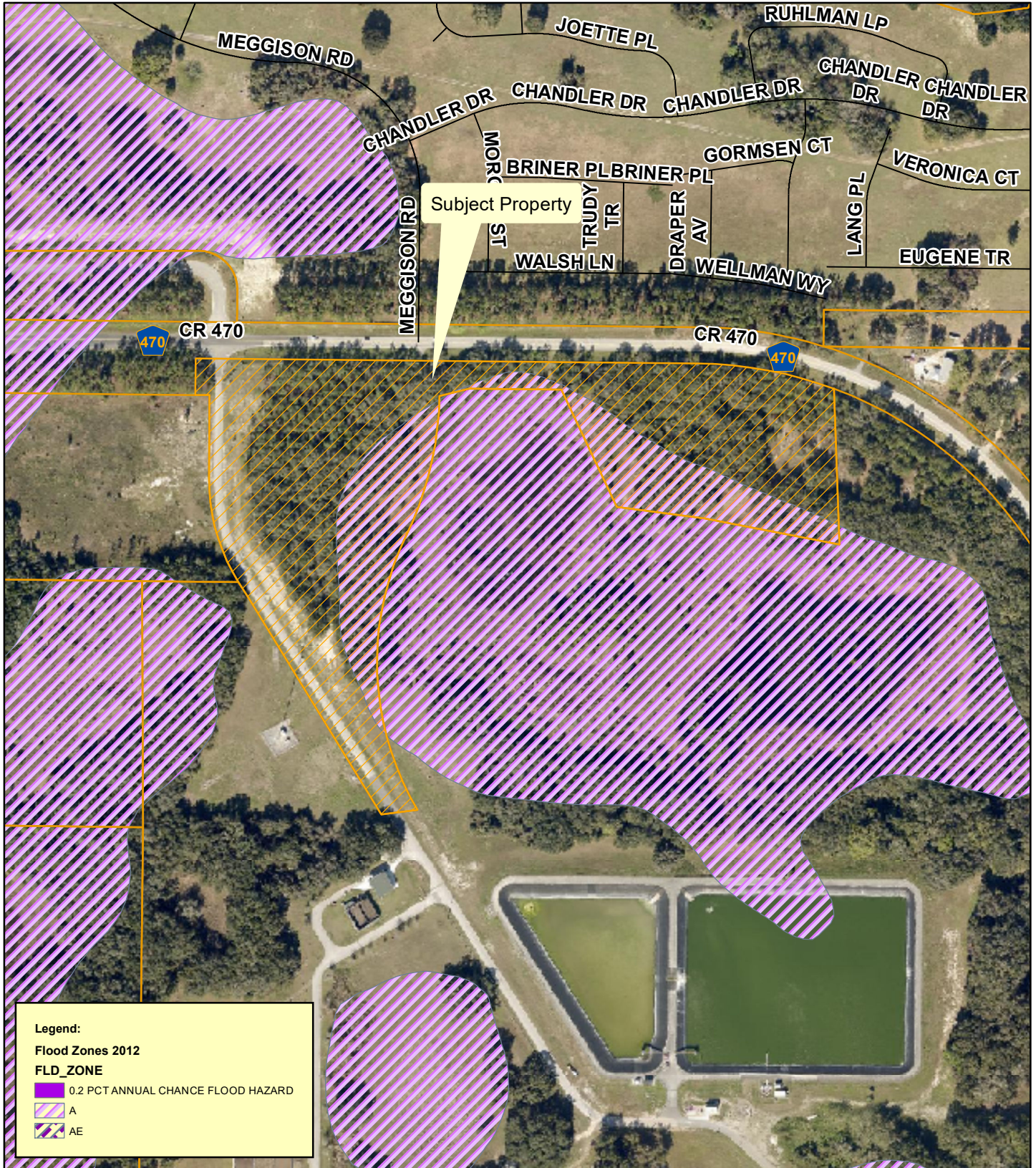


**Planning
& Zoning
Division**

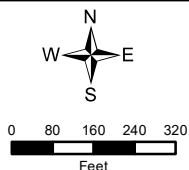


The Villages of West Lake
AK#: 3929534
Section 17, Township 20 South, Range 24 East
October 25, 2022

Flood Zones



**Planning
& Zoning
Division**



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



DRAFT SUMMARY MINUTES OF A SPECIAL CALLED MEETING
OF THE PLANNING COMMISSION
CITY HALL

THURSDAY, NOVEMBER 17TH, 2022 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, November 17th, 2022, at City Hall.

Chairman Ted Bowersox called the meeting to order at 4:29 p.m.

The following Commission members were present:

Ted Bowersox – Chairman
Tim Sennett – Vice-Chair
John O’Kelley
Frazier Marshall
Stewart Kaplan
Nathaniel Sanders
Ken Simeone

The following Commission members were absent:

Ze’Shieca Carter

City staff in attendance included Dan Miller, Planning & Zoning Director, Sabrina Mitchell, Administrative Assistant II, Kandi Harper, Senior Planner, Christine Rock, Senior Planner, Dianne Yekel, Senior Planner, Max Van Allen, Planner, Melissa Medders, Planner and City Attorney Grant Watson was also present.

The meeting opened with an invocation given by Chairman Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker’s registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

DRAFT SUMMARY MINUTES OF THE PLANNING COMMISSION MEETING

Vice-Chairman Sennett moved to APPROVE the draft minutes from the OCTOBER 20TH, 2022 meeting. Commissioner Sanders SECONDED the motion, which PASSED by a vote of 7-0.

Sabrina Mitchell swore in staff as well as anyone in the audience wishing to speak.

Chairman Bowersox called for the first case under new business be brought forward.

NEW BUSINESS

1) **PUBLIC HEARING CASE # LSCP-22-462 – BLUE CEDAR – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT**

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING 109.63 +/- ACRES, FROM LAKE COUNTY REGIONAL OFFICE TO CITY OF LEESBURG NEIGHBORHOOD MIXED USE FOR A PROPERTY GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND SOUTH OF FLORIDA'S TURNPIKE, AS LEGALLY DESCRIBED IN SECTIONS 07 AND 18, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, DECEMBER 12, 2022 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, FEBRUARY 13, 2023) (LSCP Blue Cedar) **(POSTPONED TO DECEMBER 15, 2022 PLANNING COMMISSION REGULAR MEETING.)**

Chairman Bowersox entertained a motion, and then the voting took place.

Vice-Chairman Sennett made a MOTION to POSTPONE case # LSCP-22-462 – BLUE CEDAR – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT to the December 15th meeting Commissioner Kaplan SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 7-0.

Chairman Bowersox called for the second case under new business be brought forward.

2) **PUBLIC HEARING CASE # PUD-22-463 – BLUE CEDAR – PLANNED UNIT DEVELOPMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 109.63 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR MIXED USE DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND SOUTH OF FLORIDA'S TURNPIKE, AS LEGALLY DESCRIBED IN SECTIONS 07 AND 18, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE

COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, DECEMBER 12, 2022 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, FEBRUARY 13, 2023)** (PUD Blue Cedar) **(POSTPONED TO DECEMBER 15, 2022 PLANNING COMMISSION REGULAR MEETING.)**

Chairman Bowersox entertained a motion, and then the voting took place.

Commissioner Sanders made a MOTION to POSTPONE case # PUD-22-463 – BLUE CEDAR – PLANNED UNIT DEVELOPMENT to the December 15th meeting Vice-Chairman Sennett SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 7-0 .

Chairman Bowersox called for the third case under new business be brought forward.

3) **PUBLIC HEARING CASE LSCP-22-468, THE VILLAGES OF WEST LAKE COMPREHENSIVE PLAN AMENDMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE VILLAGES OF WEST LAKE PROJECT, TO REVISE THE FUTURE LAND USE ELEMENT POLICY 1.1.6 TO REMOVE REFERENCES TO PROJECT ACREAGE; REVISE PROJECT BOUNDARY MAP; CLARIFY THAT TOWN CENTERS ARE MIXED USE CENTERS; AMENDING THE VILLAGES OF WEST LAKE PROJECT BOUNDARY; RE-DESIGNATING APPROXIMATELY 18.34 ACRES ON THE CITY'S FUTURE LAND USE MAP TO ARD (AGE RESTRICTED DEVELOPMENT) LAND USE CATEGORY FOR PROPERTIES GENERALLY LOCATED IN SECTIONS 6, 7, 8, 9, 16, AND 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST; SECTIONS 5, 6, AND 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, JANUARY 9, 2023 AND SECOND READING ON MONDAY, FEBRUARY 27, 2023)** (VOWL LSCP Villages West Lake Comprehensive Plan Text Amendment Revision)

Dan Miller stated for the record to discuss the next two cases together.

Dan Miller introduced case number #LSCP-22-468 – The Villages of West Lake – Comprehensive Plan Amendment and case number #RZ-22-469 Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background and explanation of the subject property, location, zoning, and requests.

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site for the case.

Department Review Summary: This case was sent out to all the different City departments and Lake County for review, no substantive comments received, all standard comments that did come in. Public responses - Per City of Leesburg notice requirements, the project was sent out to the surrounding property owners, no responses received.

Mr. Miller read the Staff Recommendations into the record for both cases; Staff recommended approval.

Chairman Bowersox stated if the Commission have any questions of the applicant.

Commissioners, and Mr. Miller discussed LSCP only 18 acres; Dan Miller replied the policy change will impact the entire area; that's much greater than the 50, wording Statue 163; cause it to be a large scale, 18 acres; 14,185; Dan Miller total of all Villages lands in Leesburg not changing the total number of units, changes to COMP case, just clarification, units per acre developed; Dan Miller replied pretty low under 3 acres, but will clarify, large amount of land purchased by the Villages north side of CR 470 and both sides of CR 48 will no maps; to indicate for this case; will provide maps, 18 acres; approximately 60 residences; Dan Miller replied he will have to defer to the Villages on the specifics; within the ARD zoning districts, allow a mixed of uses, plans go by, houses built, market change, right under agreement to change; commercial/residential centers, not going to be more close together; existing Villages; centers; Village of Dabney; wondering if it's for Hubert Dabney well known teacher and coach in Leesburg.

Darrin Taylor of Holtzman Vogel Law Firm in Tallahassee stated as far as the master planning and specifically we have on the 18 acres; can't tell you that right now, still in master planning can't tell the number of units; too early to tell, not asking for any additional units; consider the amount of development already permitted under the institutional category; were not using that, entitlements that we already have for all of West Lake will include or spread on this property; less potential development on the City FLU map with the change than leaving it the way it is; not going to be more close together ,existing Villages, not the case.

Marty from the Villages stated he do know the folks in our design division go out and explore all the history in the area; went to the museum getting some information; if there is a Village of Dabney; it's possible because they use a lot of historical names

Chairman Bowersox entertained a motion, and then the voting took place.

Vice-Chairman Sennett made a MOTION for APPROVAL of case # LSCP-22-468 – THE VILLAGES OF WEST LAKE – COMPREHENSIVE PLAN

AMENDMENT Commissioner O'Kelley SECONDED the MOTION which CARRIED by a vote of 7-0 .

Chairman Bowersox called for the fourth case under new business be brought forward.

4) PUBLIC HEARING CASE # RZ-22-469 – THE VILLAGES OF WEST LAKE 18 ACRES – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 18.34 +/- ACRES FROM P (PUBLIC) TO ARD (AGE RESTRICTED DEVELOPMENT) TO ALLOW FOR MIXED USE DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED SOUTH OF COUNTY ROAD 470 AND EAST OF FLORIDA'S TURNPIKE ACCESS AS LEGALLY DESCRIBED IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, JANUARY 9, 2023 AND SECOND READING ON MONDAY, FEBRUARY 27, 2023)** (VOWL 18.34 ac PUD 470 South @ Turnpike access)

Chairman Bowersox entertained a motion, and then the voting took place.

Commissioner O' Kelley made a MOTION for APPROVAL of case # RZ-22-469 – THE VILLAGES OF WEST LAKE 18 ACRES – PLANNED UNIT DEVELOPMENT Vice-Chairman Sennett SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 7-0.

DISCUSSION

None

ANNOUNCEMENTS

None

ADJOURNMENT

Meeting was adjourned at 4:52 p.m.


Ted W. Bowersox, Chairman


Sabrina Mitchell, Administrative Assistant II

THE VILLAGES OF WEST LAKE
FIFTH AMENDMENT - REZONING

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 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

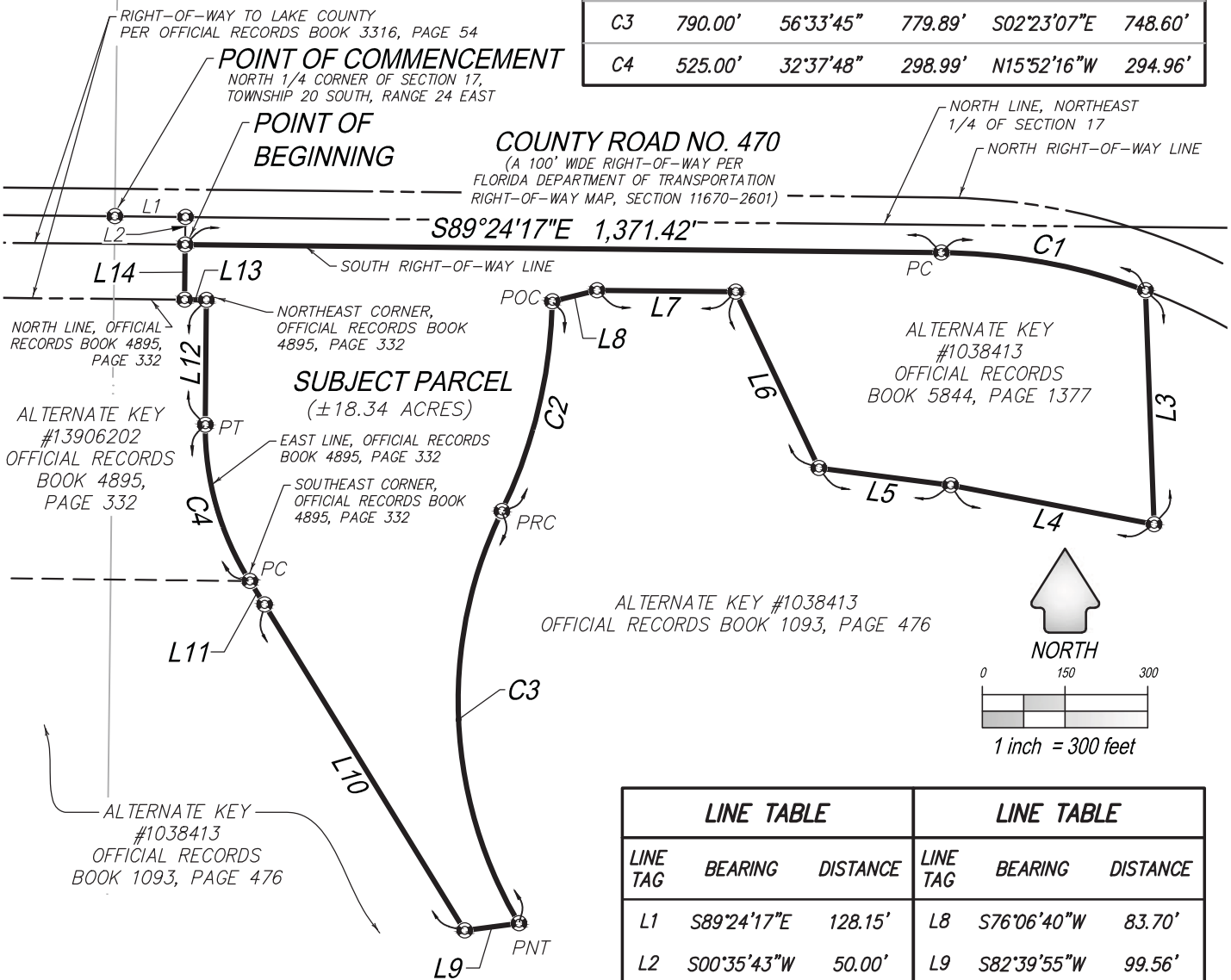
LEGEND: (NOT A FIELD SURVEY)

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

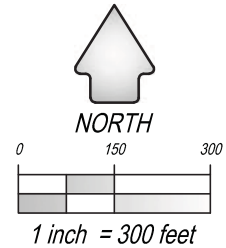
EXHIBIT " A " SHEET 02 OF 02

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'



ALTERNATE KEY #1038413
OFFICIAL RECORDS BOOK 1093, PAGE 476



LINE TABLE

LINE TAG	BEARING	DISTANCE
L1	S89°24'17"E	128.15'
L2	S00°35'43"W	50.00'
L3	S02°05'38"E	424.83'
L4	N79°06'44"W	375.69'
L5	N82°34'21"W	241.03'
L6	N25°13'16"W	353.53'
L7	N89°24'17"W	251.69'

LINE TABLE

LINE TAG	BEARING	DISTANCE
L8	S76°06'40"W	83.70'
L9	S82°39'55"W	99.56'
L10	N31°31'47"W	693.99'
L11	N32°11'10"W	50.00'
L12	N00°26'37"E	226.37'
L13	N89°23'51"W	39.47'
L14	N00°35'43"E	100.00'

JEREMY D. HALLICK, 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



CFB
SURVEYING
CLYMER
FARNER
BARLEY
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 746-5126 LB8498

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.9.

Meeting Date: March 13, 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) as presented; 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 13th day of March 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

THE VILLAGES OF WEST LAKE
FIFTH AMENDMENT - REZONING

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 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

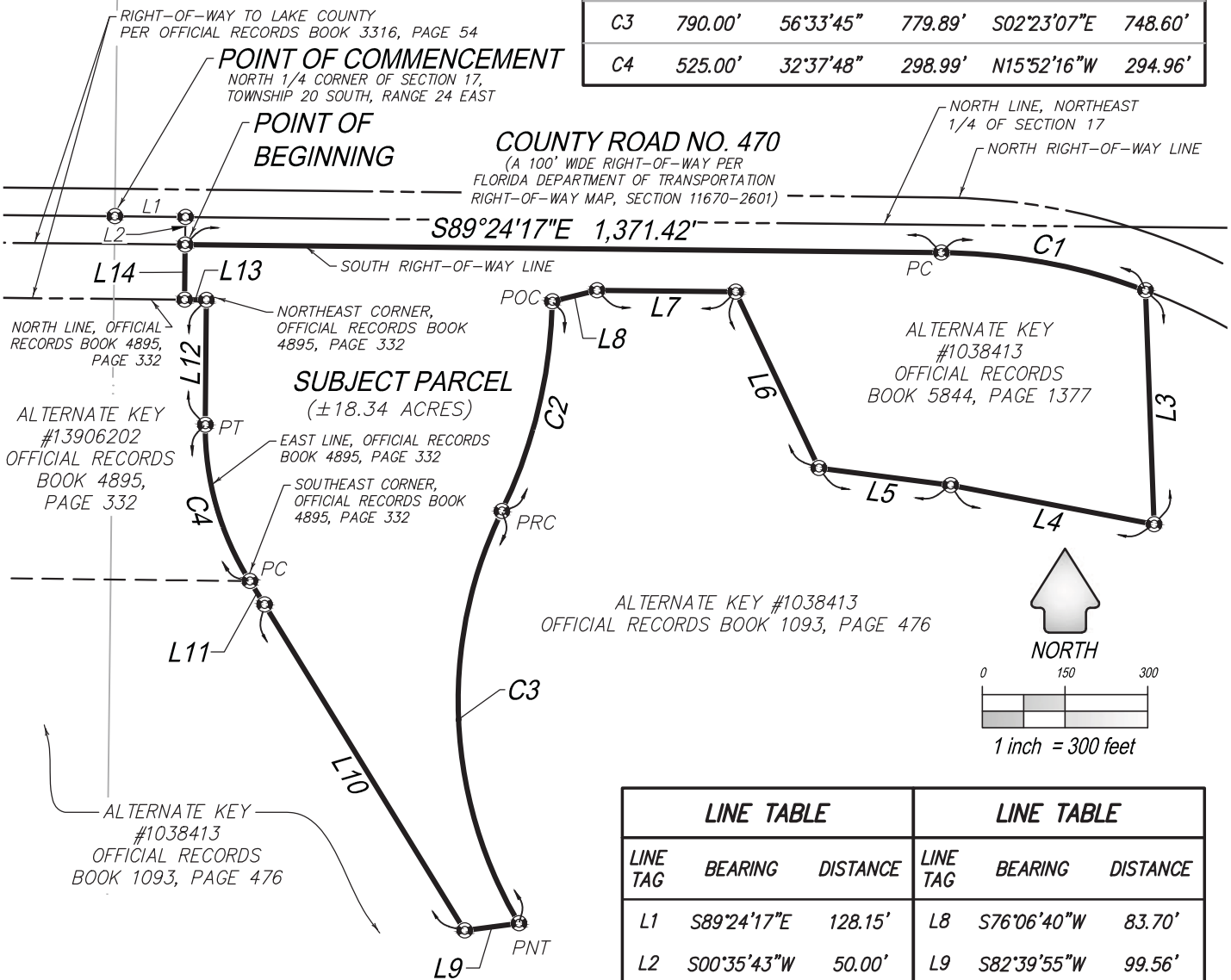
LEGEND: (NOT A FIELD SURVEY)

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 " A " SHEET 02 OF 02

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'



ALTERNATE KEY #1038413
OFFICIAL RECORDS BOOK 1093, PAGE 476

LINE TABLE

LINE TAG	BEARING	DISTANCE
L1	S89°24'17"E	128.15'
L2	S00°35'43"W	50.00'
L3	S02°05'38"E	424.83'
L4	N79°06'44"W	375.69'
L5	N82°34'21"W	241.03'
L6	N25°13'16"W	353.53'
L7	N89°24'17"W	251.69'

LINE TABLE

LINE TAG	BEARING	DISTANCE
L8	S76°06'40"W	83.70'
L9	S82°39'55"W	99.56'
L10	N31°31'47"W	693.99'
L11	N32°11'10"W	50.00'
L12	N00°26'37"E	226.37'
L13	N89°23'51"W	39.47'
L14	N00°35'43"E	100.00'

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



GENERAL NOTES:

- REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 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.
- 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



CFB
SURVEYING
CLYMER
FARNER
BARLEY
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 746-5126 LB8498



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:

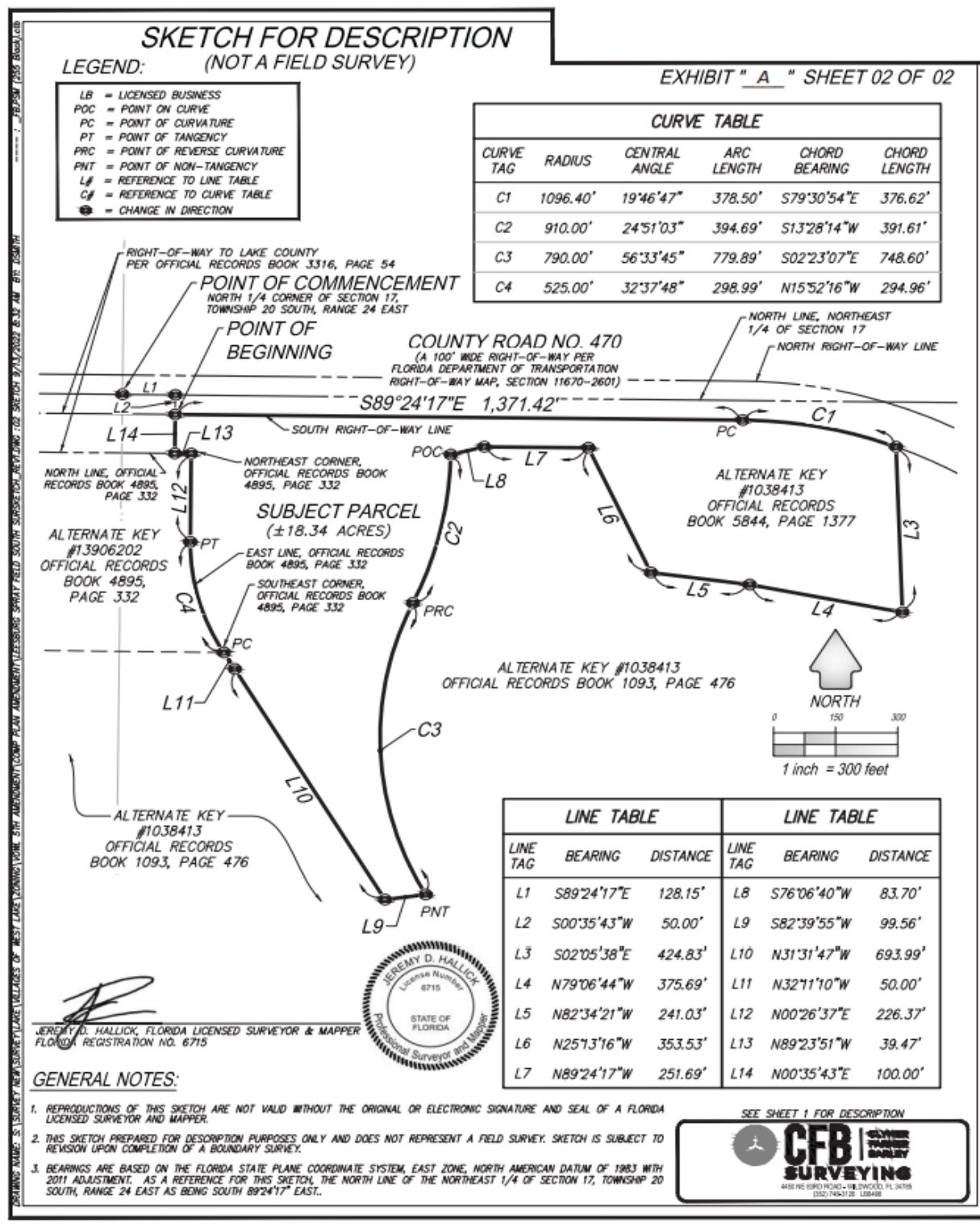
1. Vote to approve the proposed rezoning from P (Public) to ARD (Age Restricted Development) together with Exhibit 1, *Legal Description* and Exhibit 2, *Sketch for Description*, as attached hereto, and forward to the City Commission for consideration.

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:

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SKETCH FOR DESCRIPTION



**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)

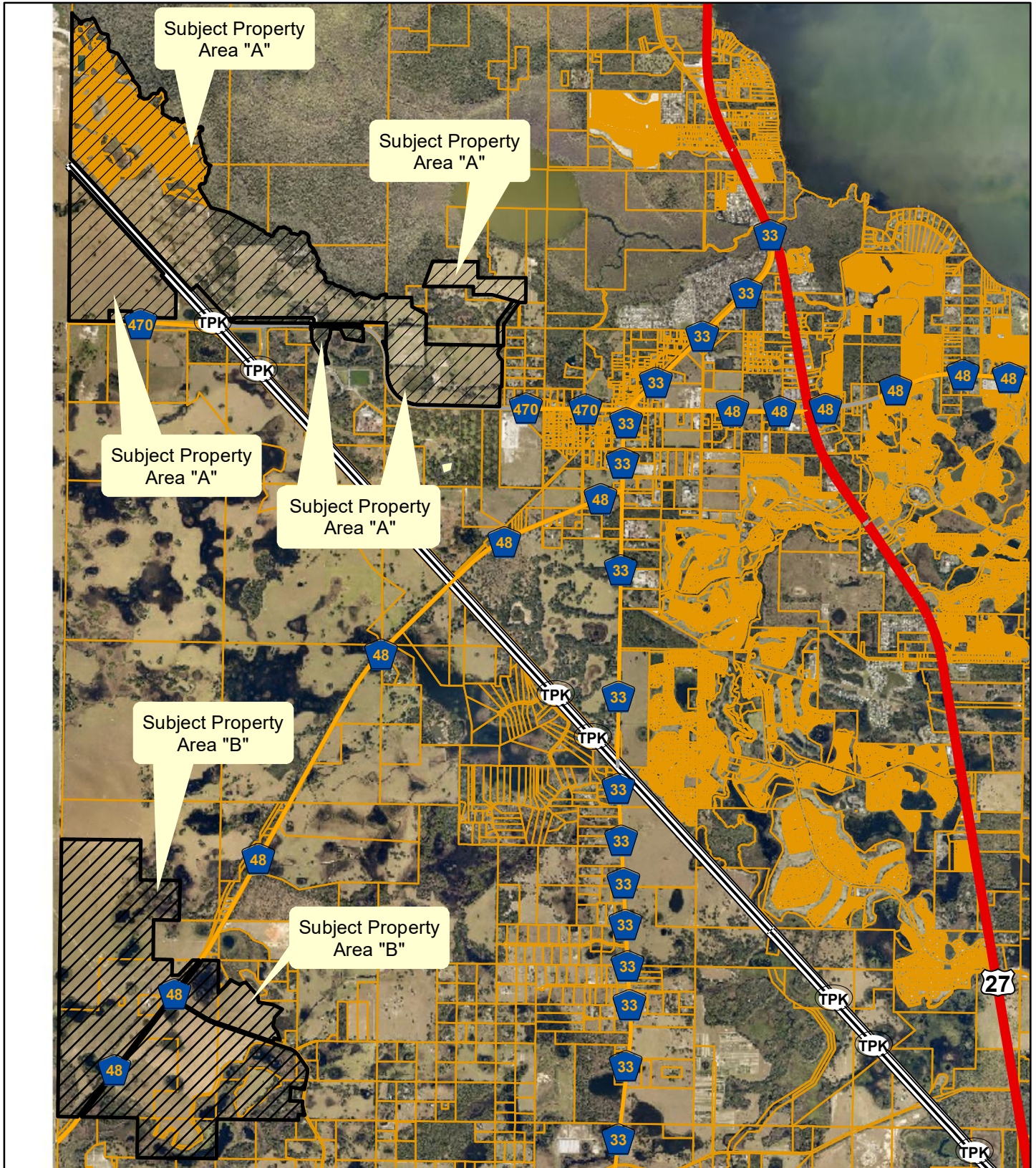
EXISTING LAND USE: Undeveloped

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

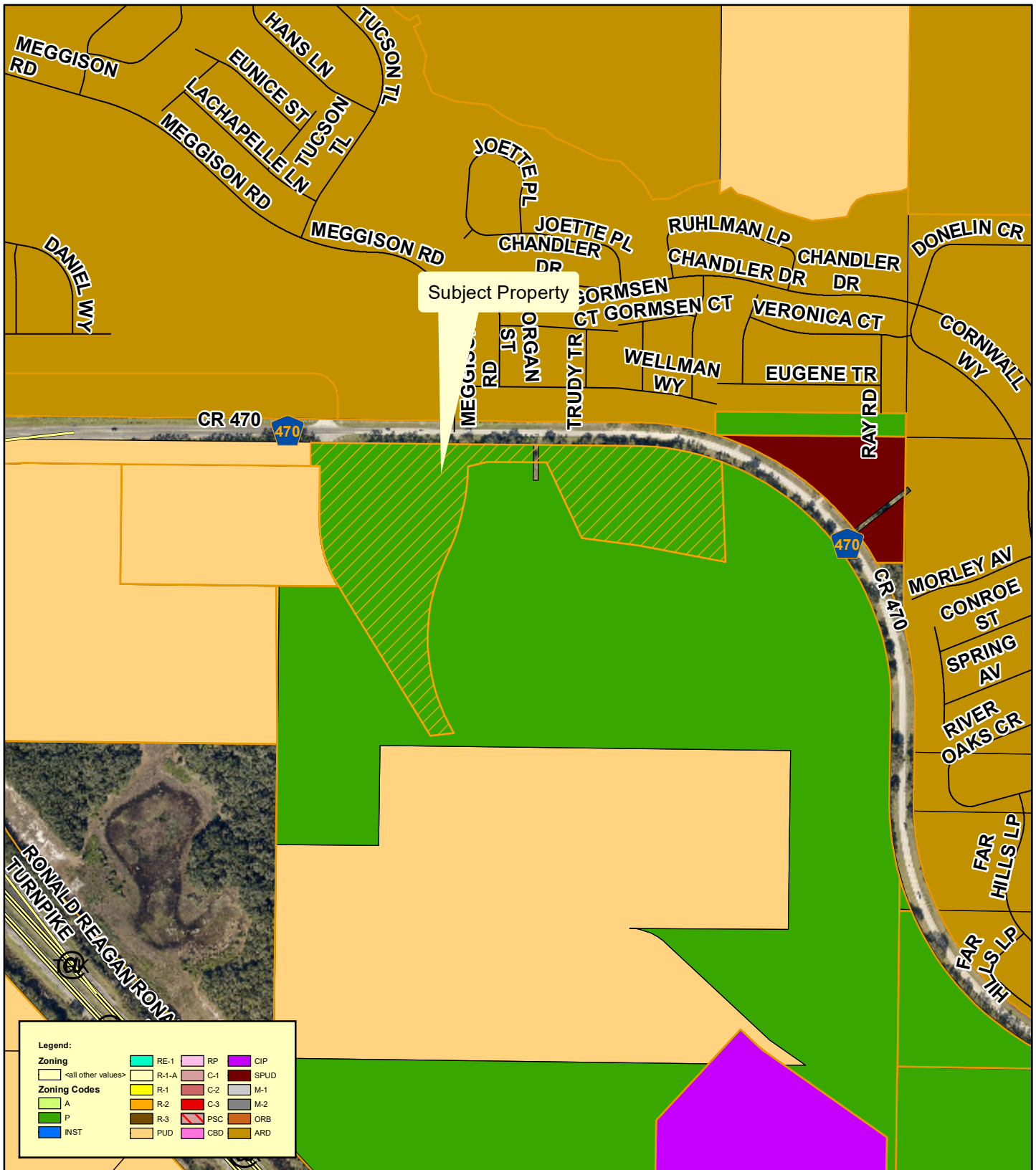
The Villages of West Lake Comprehensive Plan Amendment
LSCP-22-468; RZ-22-469

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

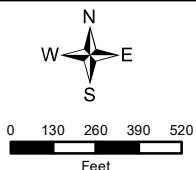
Sections 5, 6, and 7, Township 21 South, Range 24 East

November 2, 2022

Zoning



**Planning
& Zoning
Division**

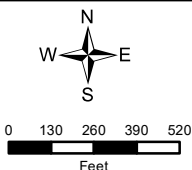


The Villages of West Lake
AK#: 3929534
Section 17, Township 20 South, Range 24 East
October 25, 2022

Lake County Zoning

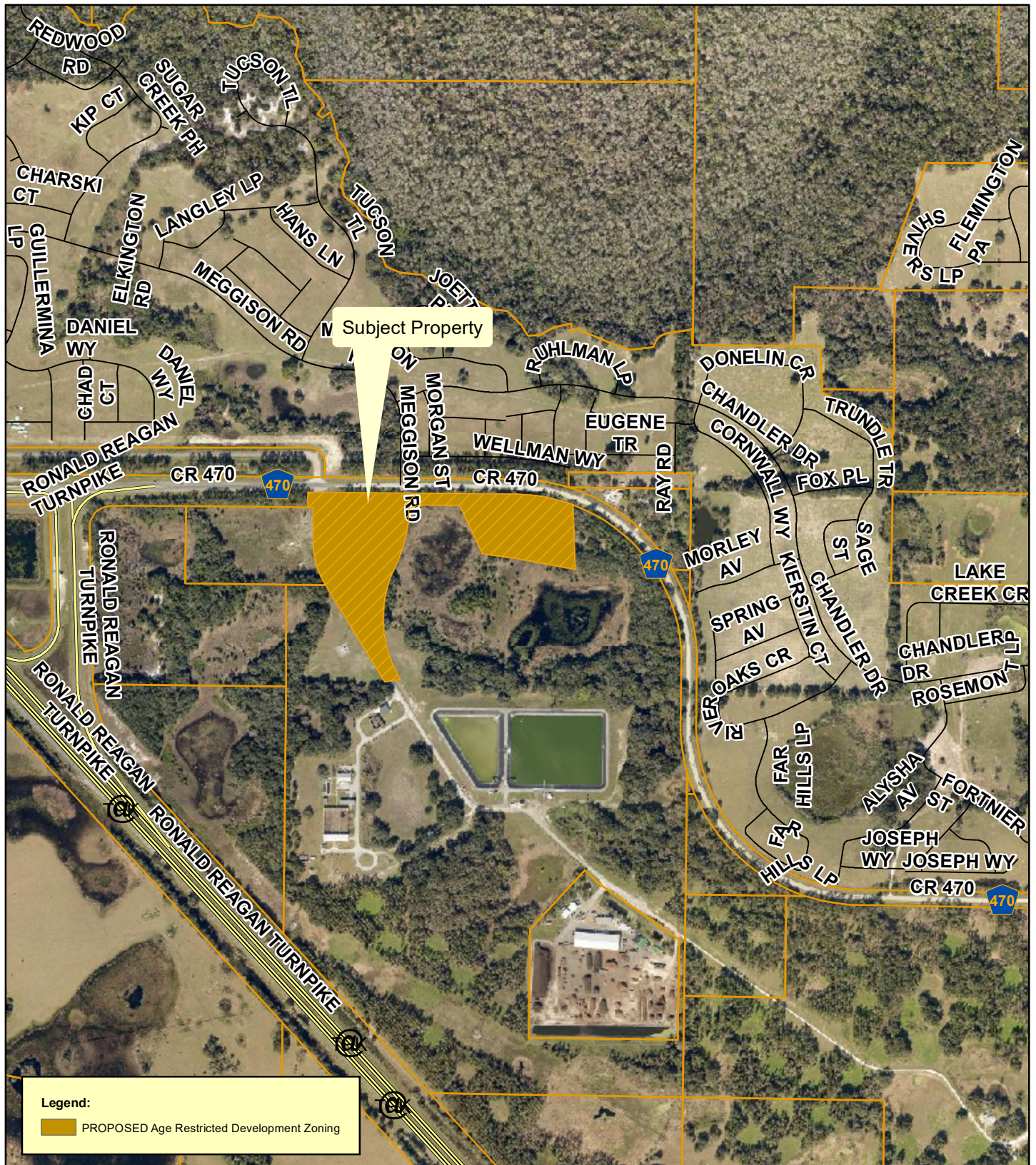


**Planning
& Zoning
Division**

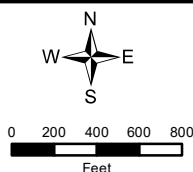


The Villages of West Lake
AK#: 3929534
Section 17, Township 20 South, Range 24 East
October 25, 2022

PROPOSED ARD ZONING



Planning & Zoning Division

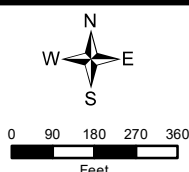


The Villages of West Lake
AK#: 3929534
Section 17, Township 20 South, Range 24 East
October 25, 2022

Surrounding Existing Land Uses

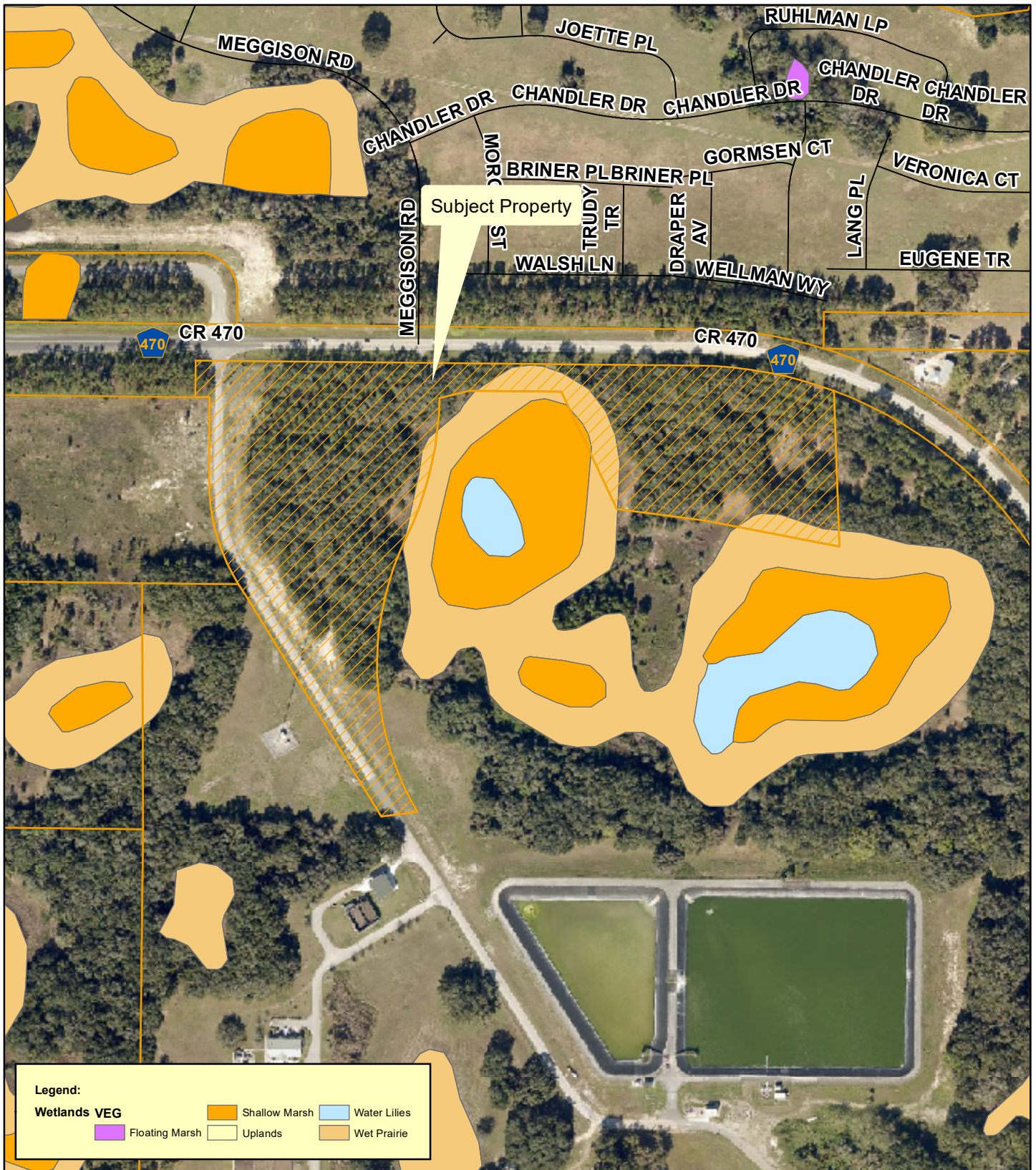


**Planning
& Zoning
Division**

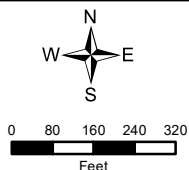


The Villages of West Lake
AK#: 3929534
Section 17, Township 20 South, Range 24 East
October 25, 2022

Wetlands

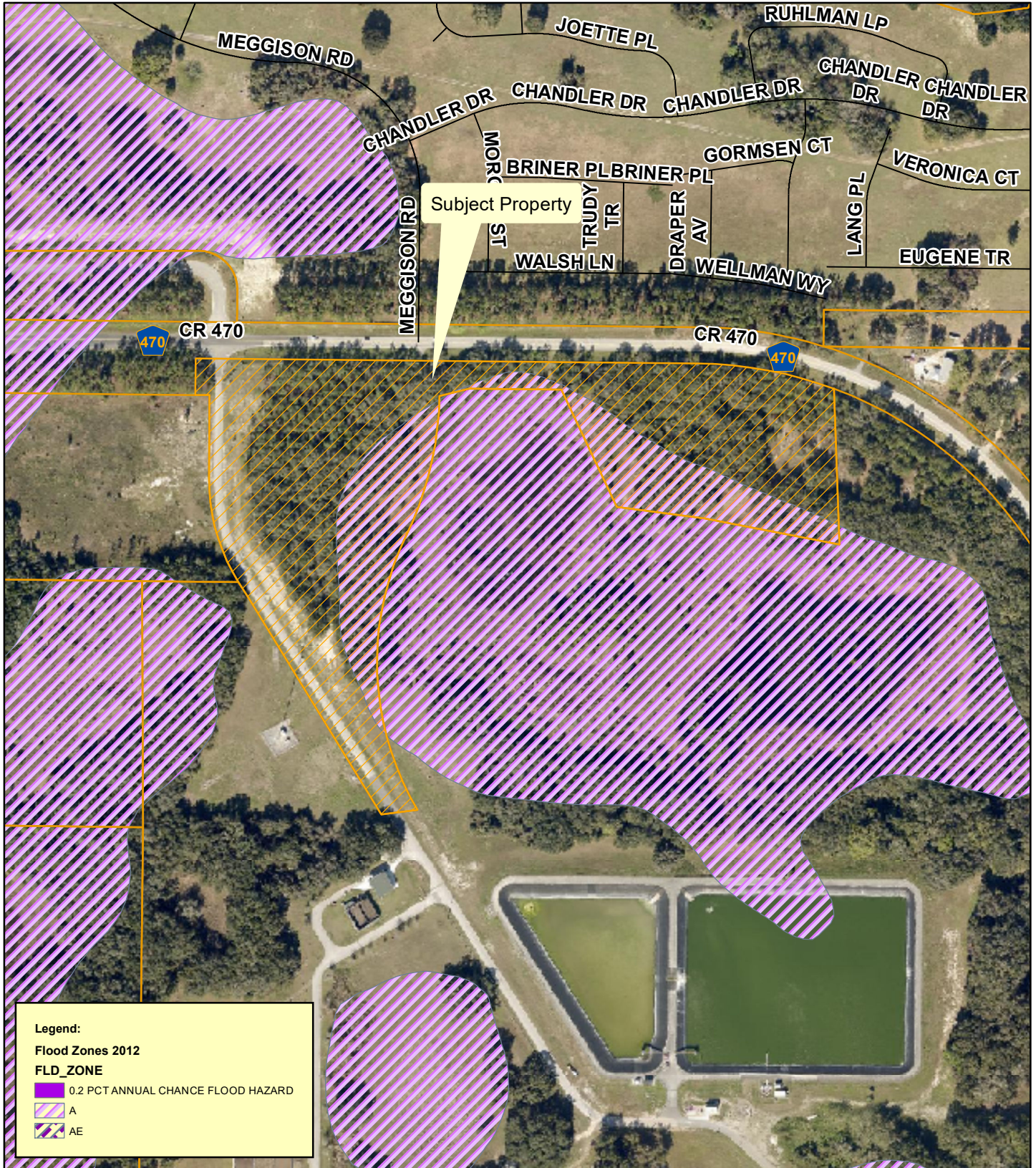


**Planning
& Zoning
Division**

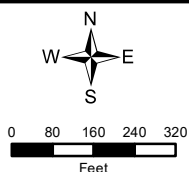


The Villages of West Lake
AK#: 3929534
Section 17, Township 20 South, Range 24 East
October 25, 2022

Flood Zones



**Planning
& Zoning
Division**



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

The Villages of West Lake



Looking south into the property.



Looking west on CR 470



Looking north on CR 470



Looking east on CR 4770



Close-up of sign on access road



Looking east into the property on access road



Looking south on access road



Looking west on access road



Looking north on access road



DRAFT SUMMARY MINUTES OF A SPECIAL CALLED MEETING
OF THE PLANNING COMMISSION
CITY HALL

THURSDAY, NOVEMBER 17TH, 2022 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, November 17th, 2022, at City Hall.

Chairman Ted Bowersox called the meeting to order at 4:29 p.m.

The following Commission members were present:

Ted Bowersox – Chairman
Tim Sennett – Vice-Chair
John O’Kelley
Frazier Marshall
Stewart Kaplan
Nathaniel Sanders
Ken Simeone

The following Commission members were absent:

Ze’Shieca Carter

City staff in attendance included Dan Miller, Planning & Zoning Director, Sabrina Mitchell, Administrative Assistant II, Kandi Harper, Senior Planner, Christine Rock, Senior Planner, Dianne Yekel, Senior Planner, Max Van Allen, Planner, Melissa Medders, Planner and City Attorney Grant Watson was also present.

The meeting opened with an invocation given by Chairman Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker’s registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

DRAFT SUMMARY MINUTES OF THE PLANNING COMMISSION MEETING

Vice-Chairman Sennett moved to APPROVE the draft minutes from the OCTOBER 20TH, 2022 meeting. Commissioner Sanders SECONDED the motion, which PASSED by a vote of 7-0.

Sabrina Mitchell swore in staff as well as anyone in the audience wishing to speak.

Chairman Bowersox called for the first case under new business be brought forward.

NEW BUSINESS

1) **PUBLIC HEARING CASE # LSCP-22-462 – BLUE CEDAR – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT**

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING 109.63 +/- ACRES, FROM LAKE COUNTY REGIONAL OFFICE TO CITY OF LEESBURG NEIGHBORHOOD MIXED USE FOR A PROPERTY GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND SOUTH OF FLORIDA'S TURNPIKE, AS LEGALLY DESCRIBED IN SECTIONS 07 AND 18, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, DECEMBER 12, 2022 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, FEBRUARY 13, 2023) (LSCP Blue Cedar) **(POSTPONED TO DECEMBER 15, 2022 PLANNING COMMISSION REGULAR MEETING.)**

Chairman Bowersox entertained a motion, and then the voting took place.

Vice-Chairman Sennett made a MOTION to POSTPONE case # LSCP-22-462 – BLUE CEDAR – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT to the December 15th meeting Commissioner Kaplan SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 7-0.

Chairman Bowersox called for the second case under new business be brought forward.

2) **PUBLIC HEARING CASE # PUD-22-463 – BLUE CEDAR – PLANNED UNIT DEVELOPMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 109.63 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR MIXED USE DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND SOUTH OF FLORIDA'S TURNPIKE, AS LEGALLY DESCRIBED IN SECTIONS 07 AND 18, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE

COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, DECEMBER 12, 2022 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, FEBRUARY 13, 2023)** (PUD Blue Cedar) **(POSTPONED TO DECEMBER 15, 2022 PLANNING COMMISSION REGULAR MEETING.)**

Chairman Bowersox entertained a motion, and then the voting took place.

Commissioner Sanders made a MOTION to POSTPONE case # PUD-22-463 – BLUE CEDAR – PLANNED UNIT DEVELOPMENT to the December 15th meeting Vice-Chairman Sennett SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 7-0 .

Chairman Bowersox called for the third case under new business be brought forward.

3) **PUBLIC HEARING CASE LSCP-22-468, THE VILLAGES OF WEST LAKE COMPREHENSIVE PLAN AMENDMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE VILLAGES OF WEST LAKE PROJECT, TO REVISE THE FUTURE LAND USE ELEMENT POLICY 1.1.6 TO REMOVE REFERENCES TO PROJECT ACREAGE; REVISE PROJECT BOUNDARY MAP; CLARIFY THAT TOWN CENTERS ARE MIXED USE CENTERS; AMENDING THE VILLAGES OF WEST LAKE PROJECT BOUNDARY; RE-DESIGNATING APPROXIMATELY 18.34 ACRES ON THE CITY'S FUTURE LAND USE MAP TO ARD (AGE RESTRICTED DEVELOPMENT) LAND USE CATEGORY FOR PROPERTIES GENERALLY LOCATED IN SECTIONS 6, 7, 8, 9, 16, AND 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST; SECTIONS 5, 6, AND 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, JANUARY 9, 2023 AND SECOND READING ON MONDAY, FEBRUARY 27, 2023)** (VOWL LSCP Villages West Lake Comprehensive Plan Text Amendment Revision)

Dan Miller stated for the record to discuss the next two cases together.

Dan Miller introduced case number #LSCP-22-468 – The Villages of West Lake – Comprehensive Plan Amendment and case number #RZ-22-469 Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background and explanation of the subject property, location, zoning, and requests.

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site for the case.

Department Review Summary: This case was sent out to all the different City departments and Lake County for review, no substantive comments received, all standard comments that did come in. Public responses - Per City of Leesburg notice requirements, the project was sent out to the surrounding property owners, no responses received.

Mr. Miller read the Staff Recommendations into the record for both cases; Staff recommended approval.

Chairman Bowersox stated if the Commission have any questions of the applicant.

Commissioners, and Mr. Miller discussed LSCP only 18 acres; Dan Miller replied the policy change will impact the entire area; that's much greater than the 50, wording Statue 163; cause it to be a large scale, 18 acres; 14,185; Dan Miller total of all Villages lands in Leesburg not changing the total number of units, changes to COMP case, just clarification, units per acre developed; Dan Miller replied pretty low under 3 acres, but will clarify, large amount of land purchased by the Villages north side of CR 470 and both sides of CR 48 will no maps; to indicate for this case; will provide maps, 18 acres; approximately 60 residences; Dan Miller replied he will have to defer to the Villages on the specifics; within the ARD zoning districts, allow a mixed of uses, plans go by, houses built, market change, right under agreement to change; commercial/residential centers, not going to be more close together; existing Villages; centers; Village of Dabney; wondering if it's for Hubert Dabney well known teacher and coach in Leesburg.

Darrin Taylor of Holtzman Vogel Law Firm in Tallahassee stated as far as the master planning and specifically we have on the 18 acres; can't tell you that right now, still in master planning can't tell the number of units; too early to tell, not asking for any additional units; consider the amount of development already permitted under the institutional category; were not using that, entitlements that we already have for all of West Lake will include or spread on this property; less potential development on the City FLU map with the change than leaving it the way it is; not going to be more close together ,existing Villages, not the case.

Marty from the Villages stated he do know the folks in our design division go out and explore all the history in the area; went to the museum getting some information; if there is a Village of Dabney; it's possible because they use a lot of historical names

Chairman Bowersox entertained a motion, and then the voting took place.

Vice-Chairman Sennett made a MOTION for APPROVAL of case # LSCP-22-468 – THE VILLAGES OF WEST LAKE – COMPREHENSIVE PLAN

AMENDMENT Commissioner O'Kelley SECONDED the MOTION which CARRIED by a vote of 7-0 .

Chairman Bowersox called for the fourth case under new business be brought forward.

4) PUBLIC HEARING CASE # RZ-22-469 – THE VILLAGES OF WEST LAKE 18 ACRES – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 18.34 +/- ACRES FROM P (PUBLIC) TO ARD (AGE RESTRICTED DEVELOPMENT) TO ALLOW FOR MIXED USE DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED SOUTH OF COUNTY ROAD 470 AND EAST OF FLORIDA'S TURNPIKE ACCESS AS LEGALLY DESCRIBED IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, JANUARY 9, 2023 AND SECOND READING ON MONDAY, FEBRUARY 27, 2023)** (VOWL 18.34 ac PUD 470 South @ Turnpike access)

Chairman Bowersox entertained a motion, and then the voting took place.

Commissioner O' Kelley made a MOTION for APPROVAL of case # RZ-22-469 – THE VILLAGES OF WEST LAKE 18 ACRES – PLANNED UNIT DEVELOPMENT Vice-Chairman Sennett SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 7-0.

DISCUSSION

None

ANNOUNCEMENTS

None

ADJOURNMENT

Meeting was adjourned at 4:52 p.m.


Ted W. Bowersox, Chairman


Sabrina Mitchell, Administrative Assistant II

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.10.

Meeting Date: March 13, 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 1,400 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 1,400 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 13th day of March 2023.

THE CITY OF LEESBURG, FLORIDA

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

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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

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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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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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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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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,

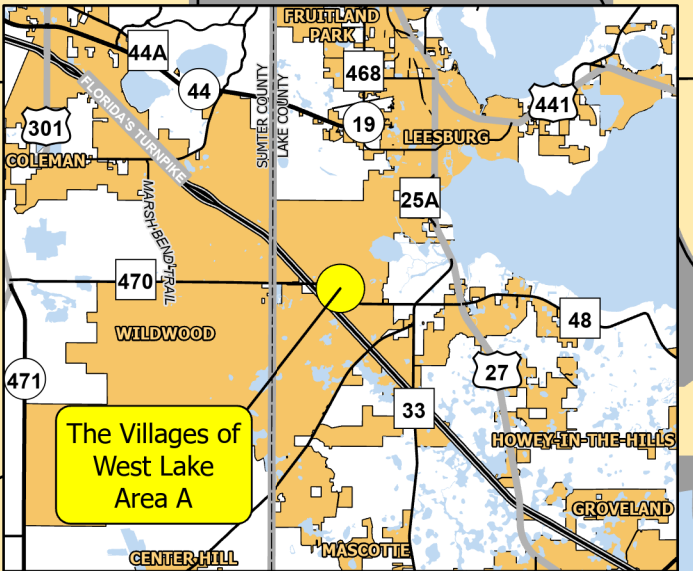
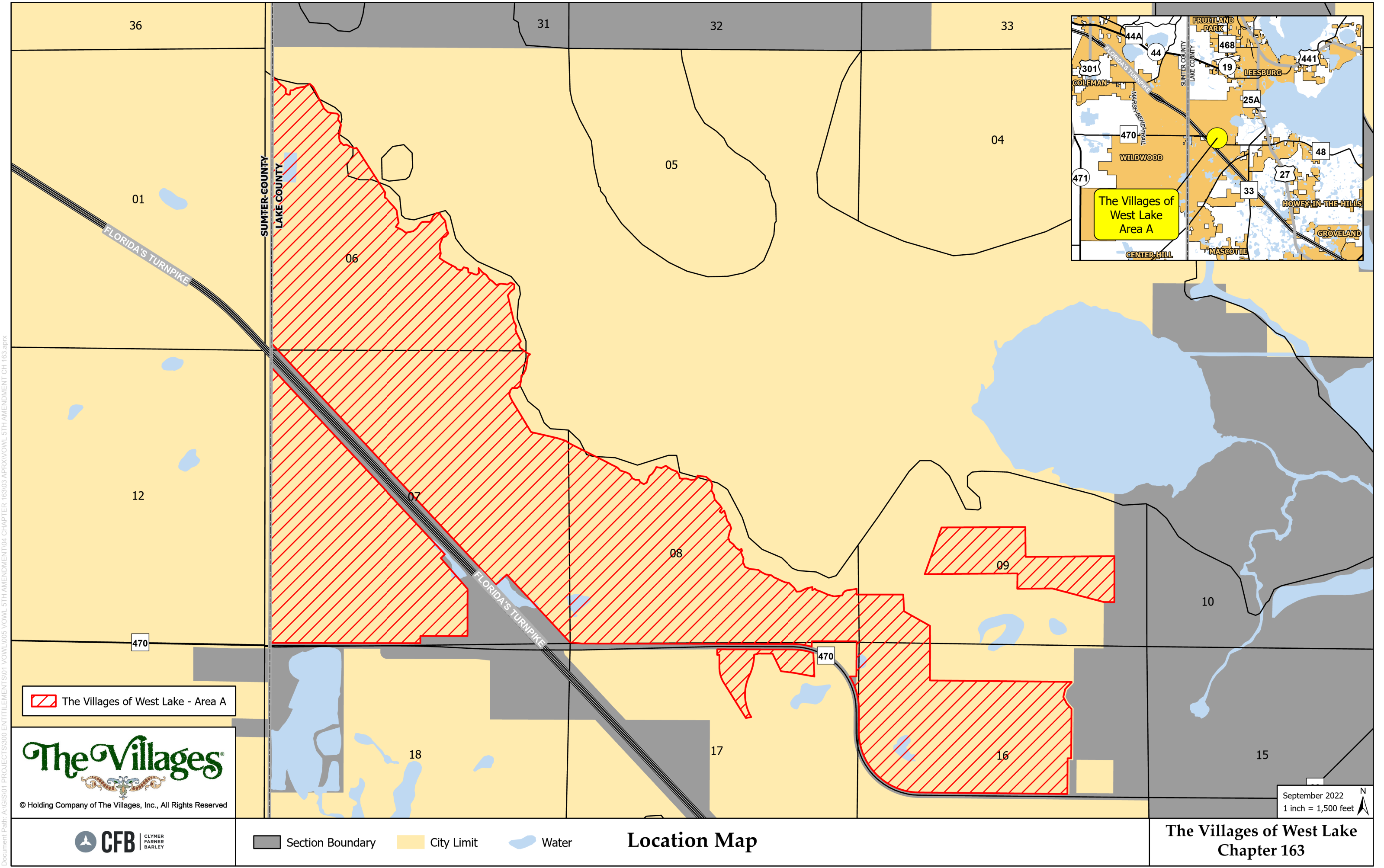
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A DISTANCE OF 375.69 FEET; THENCE RUN NORTH 82°34'21" WEST, A DISTANCE OF 241.03 FEET; THENCE RUN NORTH 25°13'16" WEST, A DISTANCE OF 353.53 FEET; THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 251.69 FEET; THENCE RUN SOUTH 76°06'40" WEST, A DISTANCE 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 - Area A

The Villages
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-  Section Boundary
-  City Limit
-  Water

Location Map

September 2022
1 inch = 1,500 feet

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Chapter 163**

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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

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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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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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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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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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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,

SHEET 11 OF 37

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – FIFTH AMENDMENT

AREA "A" 1,400.7 ACRES+/-

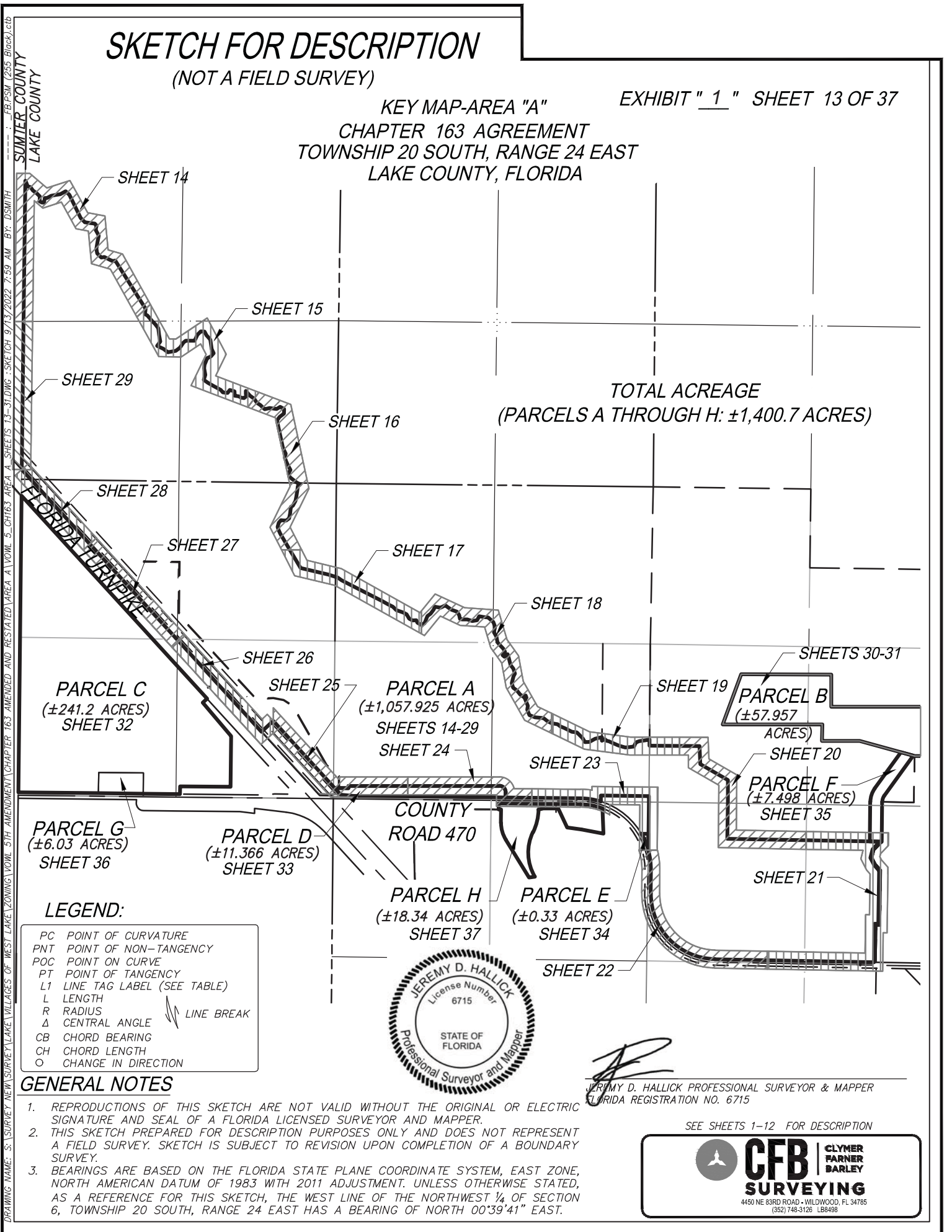
A DISTANCE OF 375.69 FEET; THENCE RUN NORTH 82°34'21" WEST, A DISTANCE OF 241.03 FEET; THENCE RUN NORTH 25°13'16" WEST, A DISTANCE OF 353.53 FEET; THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 251.69 FEET; THENCE RUN SOUTH 76°06'40" WEST, A DISTANCE OF 83.70 FEET TO A POINT ON A 910.00 FOOT RADIUS NON-TANGENT 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



DRAWING NAME: S:\SURVEY\NEW SURVEY\LAKE VILLAGES OF WEST LAKE\ZONING\VOYL 5TH AMENDMENT\CHAPTER 163 AMENDED AND RESTATED\AREA A\VOYL 5-CH163 AREA A-SHEETS 13-31.DWG - SKETCH 9/13/2022 7:59 AM BY: DSMITH

- 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 ¼ OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST HAS A BEARING OF NORTH 00°39'41" EAST.

JEREMY D. HALLICK PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6715

SEE SHEETS 1-12 FOR DESCRIPTION

CFB
SURVEYING

CLYMER
FARNER
BARLEY

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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 14 OF 37

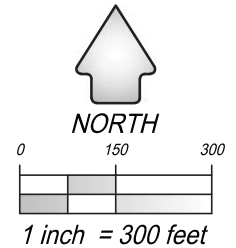
NORTHWEST ¼ OF
SECTION 6, TOWNSHIP 20
SOUTH, RANGE 24 EAST

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



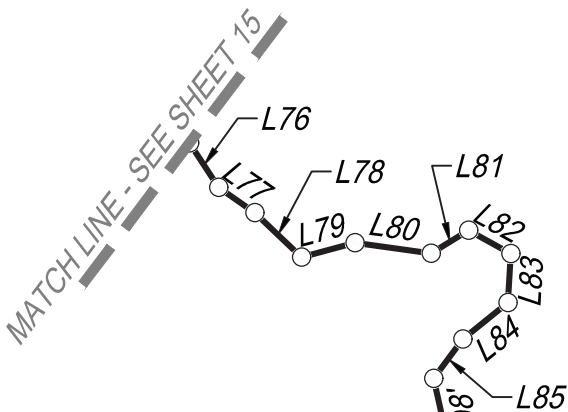
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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 16 OF 37



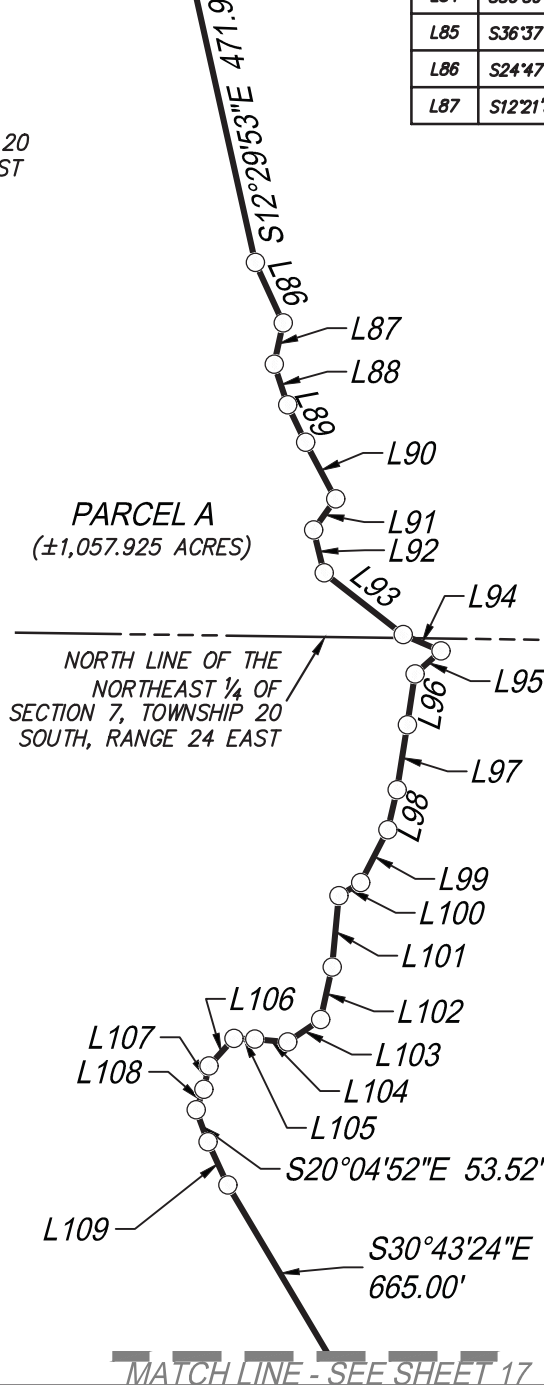
SOUTHEAST ¼ OF
SECTION 6, TOWNSHIP 20
SOUTH, RANGE 24 EAST

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 ¼ OF
SECTION 7, TOWNSHIP 20
SOUTH, RANGE 24 EAST



PARCEL A
(±1,057.925 ACRES)

NORTH LINE OF THE
NORTHEAST ¼ OF
SECTION 7, TOWNSHIP 20
SOUTH, RANGE 24 EAST

NORTHEAST CORNER OF
SECTION 7, TOWNSHIP 20
SOUTH, RANGE 24 EAST

NORTHWEST ¼ OF
SECTION 8, TOWNSHIP 20
SOUTH, RANGE 24 EAST

SOUTHWEST ¼ OF
SECTION 5, 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 17

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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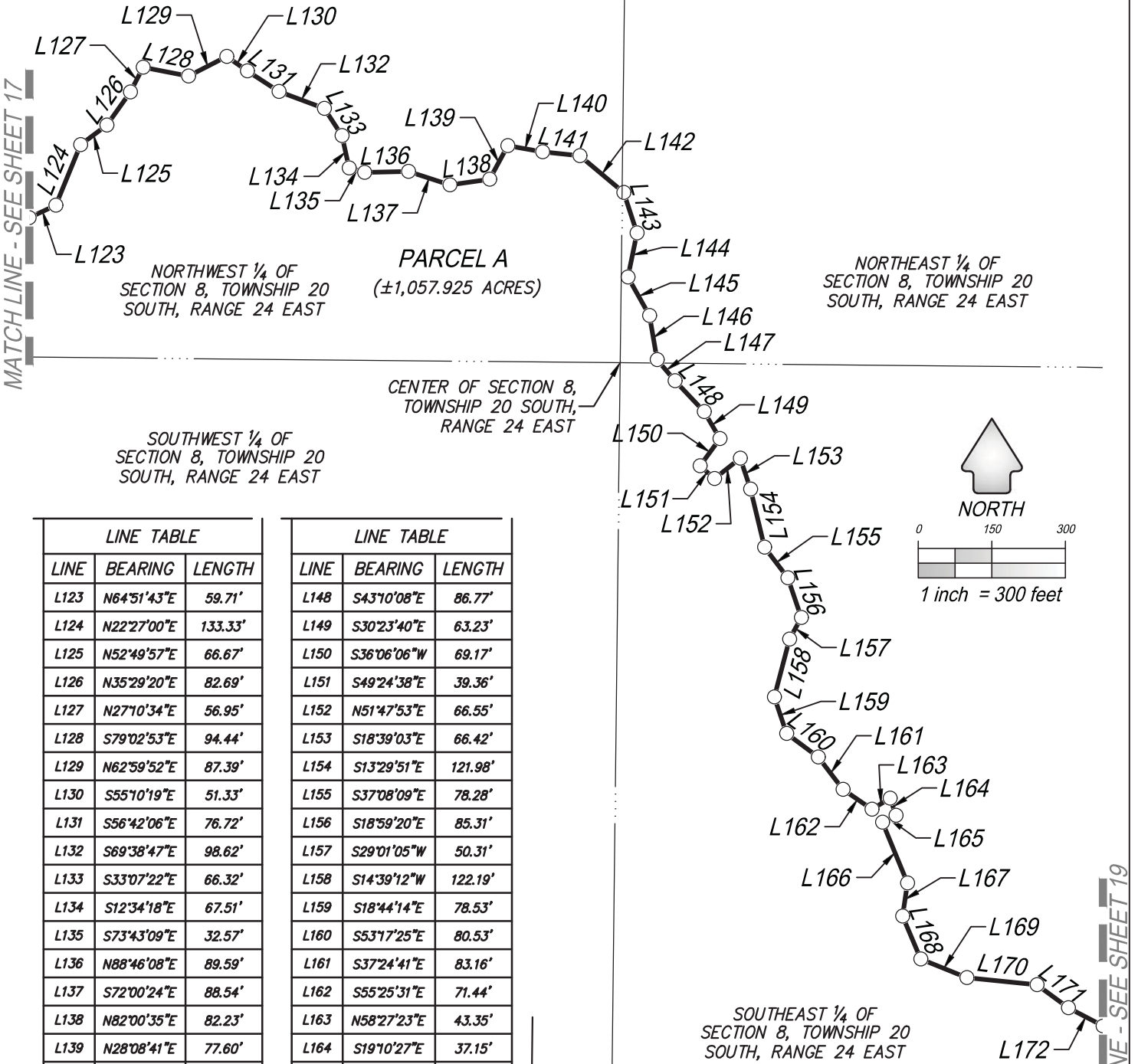
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SKETCH FOR DESCRIPTION

(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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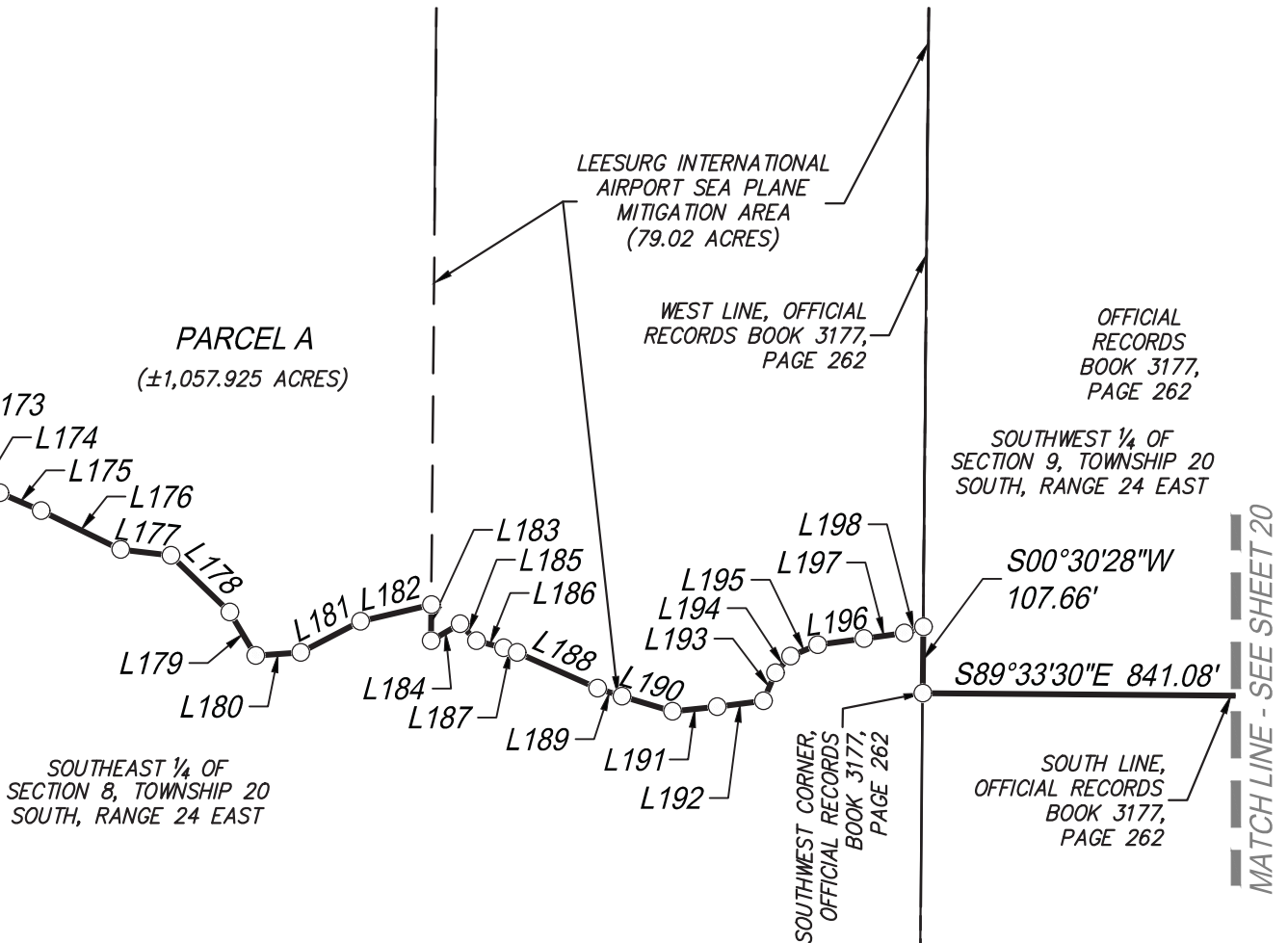
MATCH LINE - SEE SHEET 19

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 19 OF 37

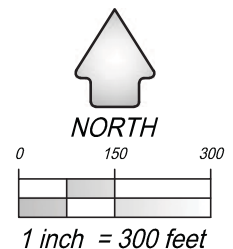
DRAWING NAME: S:\SURVEY\NEW SURVEY\LAKE VILLAGES OF WEST LAKE\CONVING VOIL 5TH AMENDMENT\CHAPTER 163 AMENDED AND RESTATED\WORKING\VOIL 5-CH163 AREA A SHEETS 11-29.DWG SKETCH 9/8/2022 12:24 PM BY: DSMITH



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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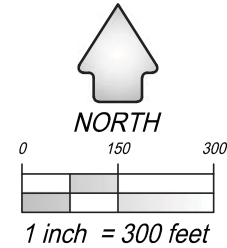
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BARLEY

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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

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

(NOT A FIELD SURVEY)

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

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)

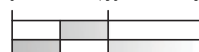
SOUTHWEST 1/4 OF
SECTION 16, TOWNSHIP 20
SOUTH, RANGE 24 EAST

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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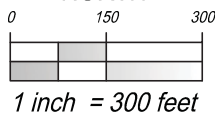
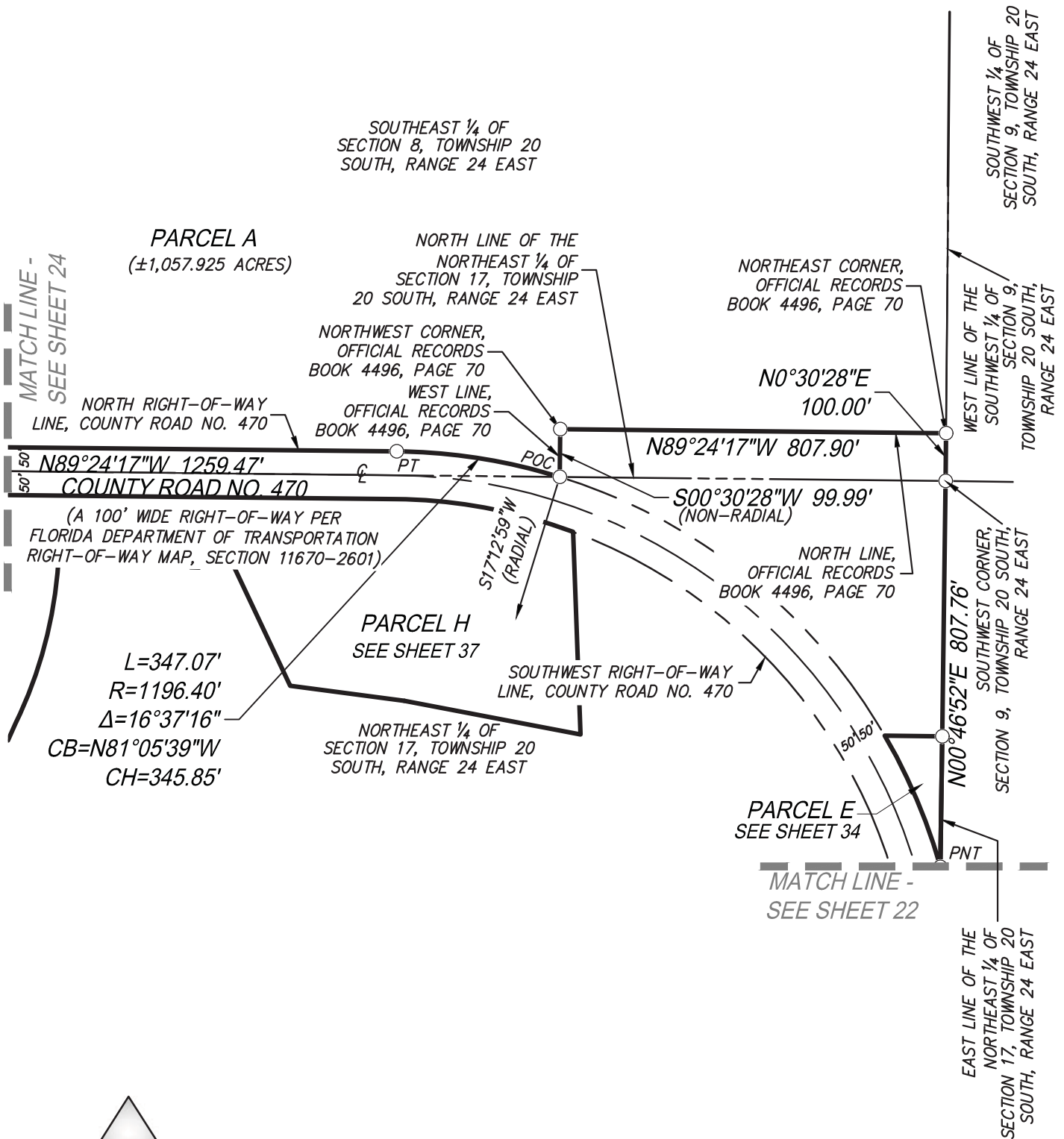
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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 23 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 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'

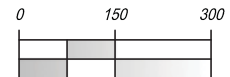
COUNTY ROAD NO. 470
(A 100' WIDE RIGHT-OF-WAY
PER FLORIDA DEPARTMENT OF
TRANSPORTATION RIGHT-
OF-WAY MAP, SECTION
11670-2601)

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'

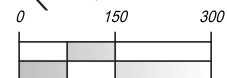
SOUTHWEST CORNER OF
SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST

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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DRAWING NAME: S:\SURVEY\NEW SURVEY\LAKE VILLAGES OF WEST LAKE\ZONING\VOIL 5TH AMENDMENT\CHAPTER 163 AMENDED AND RESTATED\AREA A\VOIL 5 CH163 AREA A SHEETS 13-31.DWG : SKETCH 9/13/2022 8:02 AM BY: DSMITH : _FB_PSM (255 Black).ctb

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

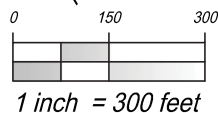
FLORIDA TURNPIKE

(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)



SEE SHEETS 1-12 FOR DESCRIPTION
SEE SHEET 13 FOR KEY MAP AND LEGEND



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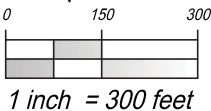
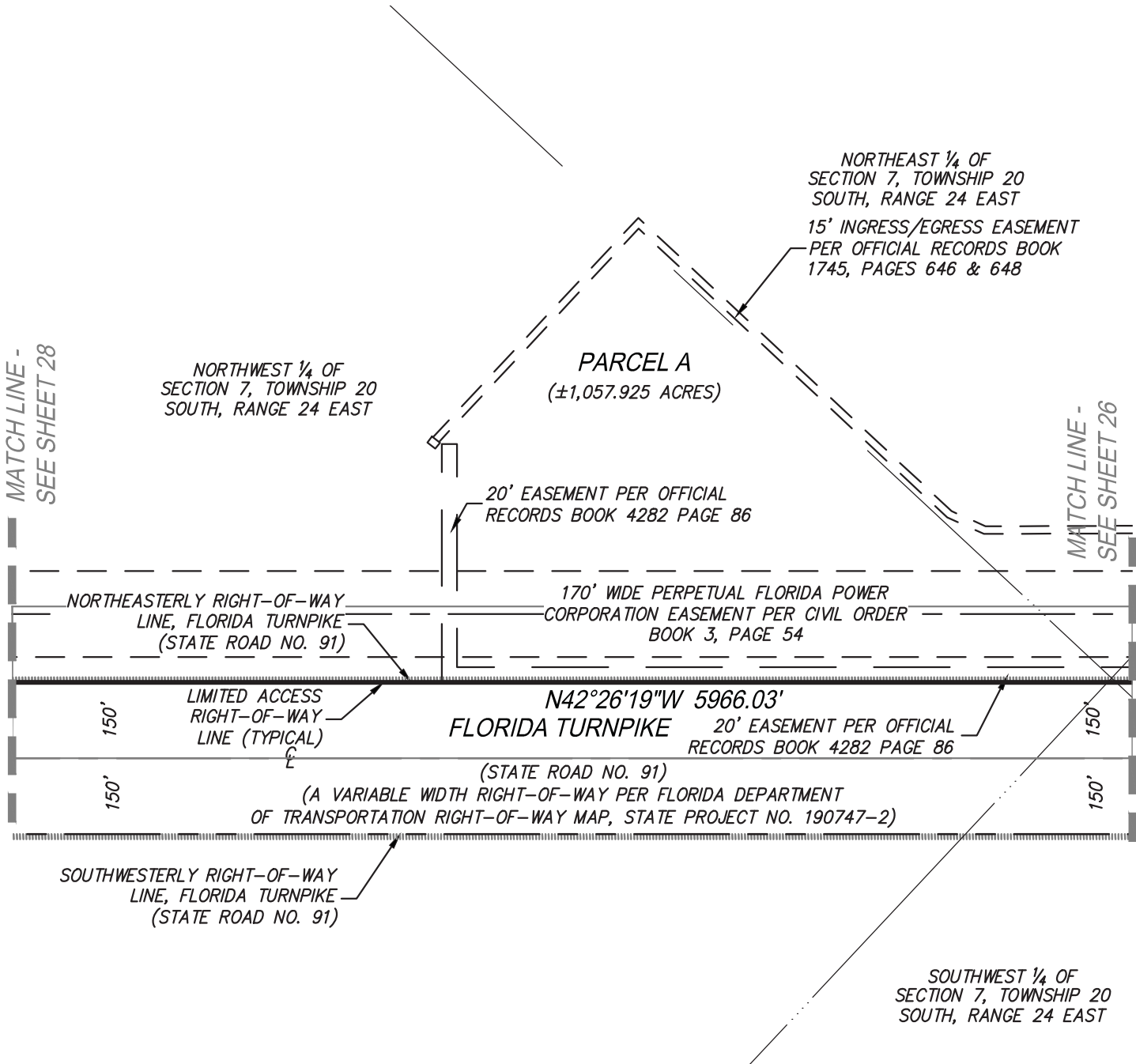
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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 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)

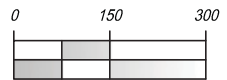
FLORIDA
TURNPIKE

170' WIDE PERPETUAL
FLORIDA POWER
CORPORATION EASEMENT
PER CIVIL ORDER
BOOK 3, PAGE 54

MATCH LINE - SEE SHEET 28



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 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'

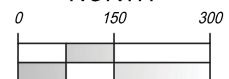
SOUTH LINE OF THE
SOUTHWEST 1/4 OF
SECTION 9

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

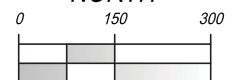
EAST LINE, PARCEL 2 AS
DESCRIBED IN OFFICIAL
RECORDS BOOK 2070, PAGE 2098

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

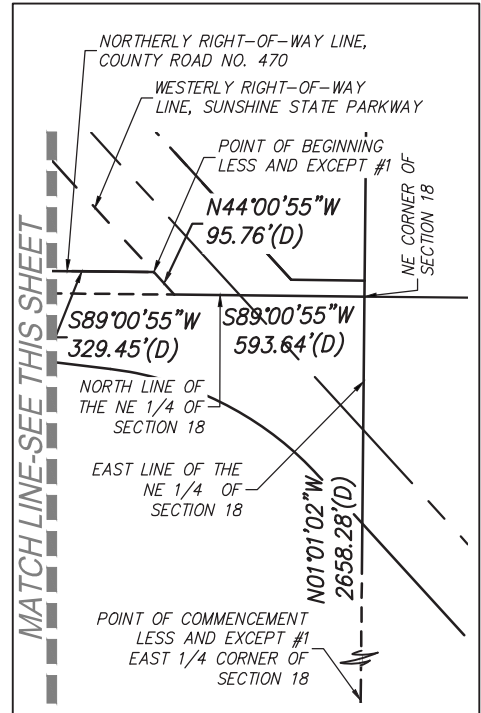
LEGEND:

- 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

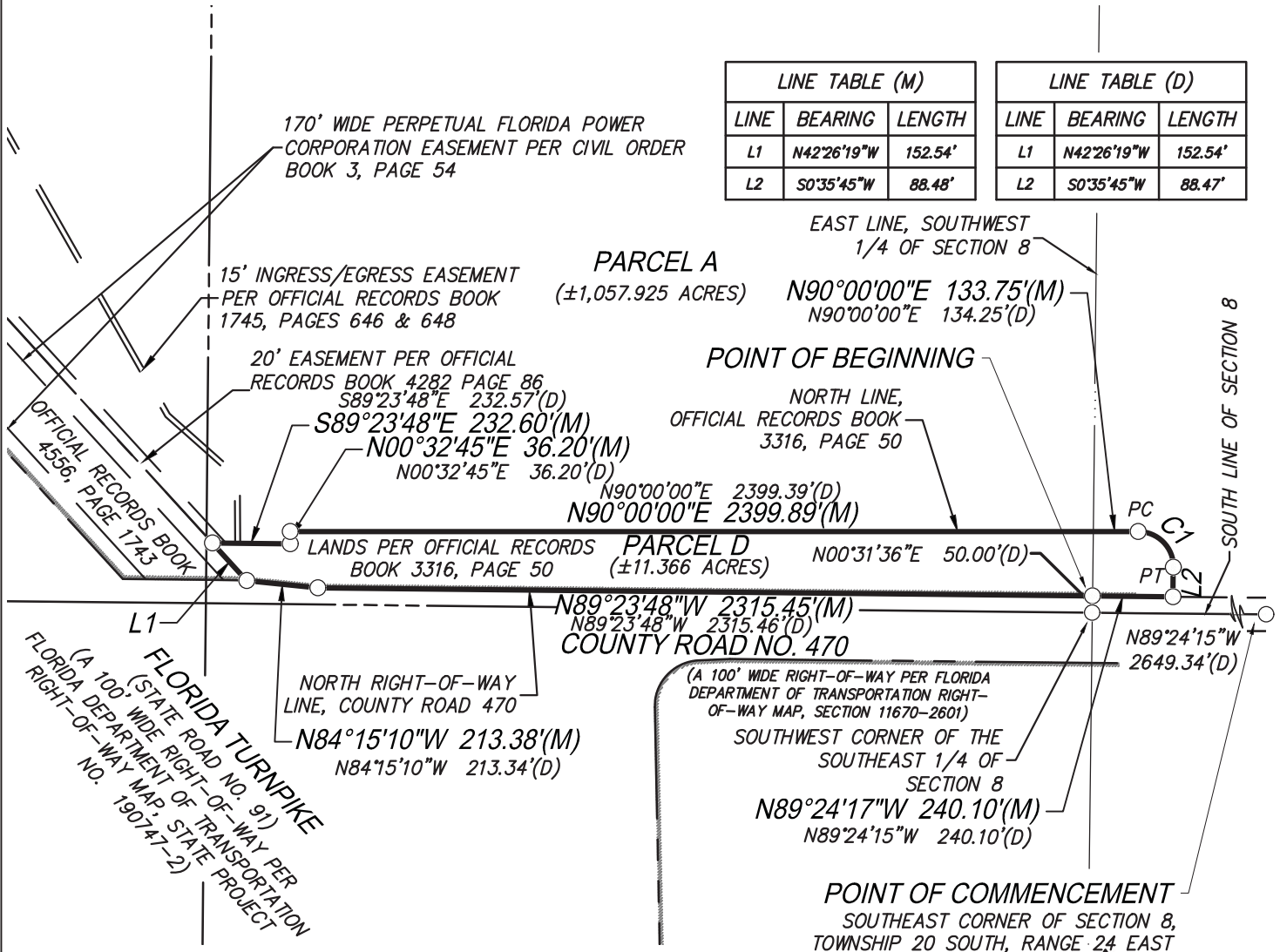


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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 33 OF 37



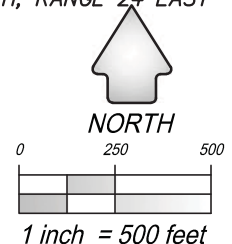
LEGEND:

- 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

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

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 DEPARTMENT OF
FLORIDA HIGHWAY MAP, SECTION
11670-2601)
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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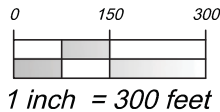
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SKETCH FOR DESCRIPTION

(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



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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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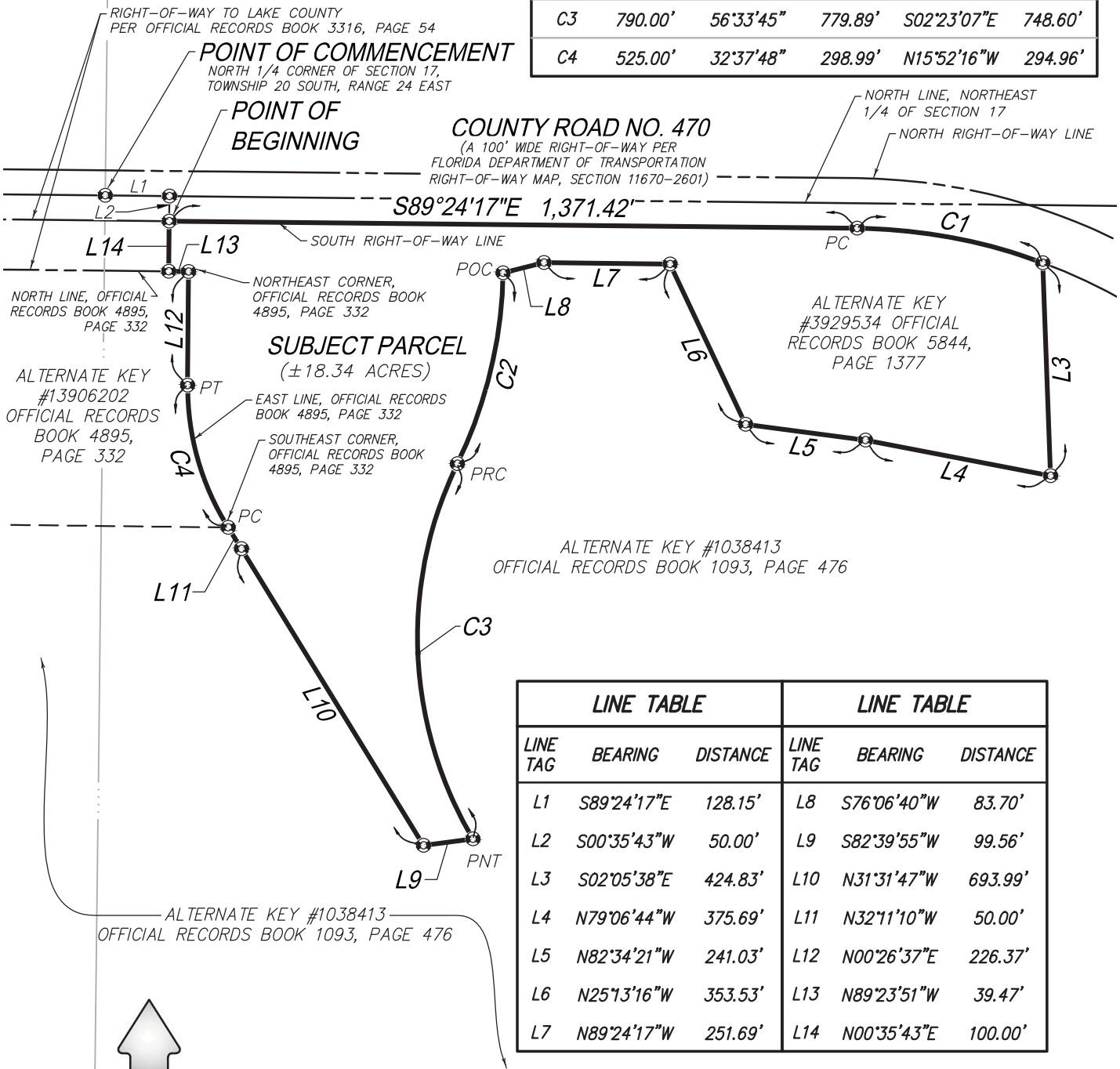
SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

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

0 150 300



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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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

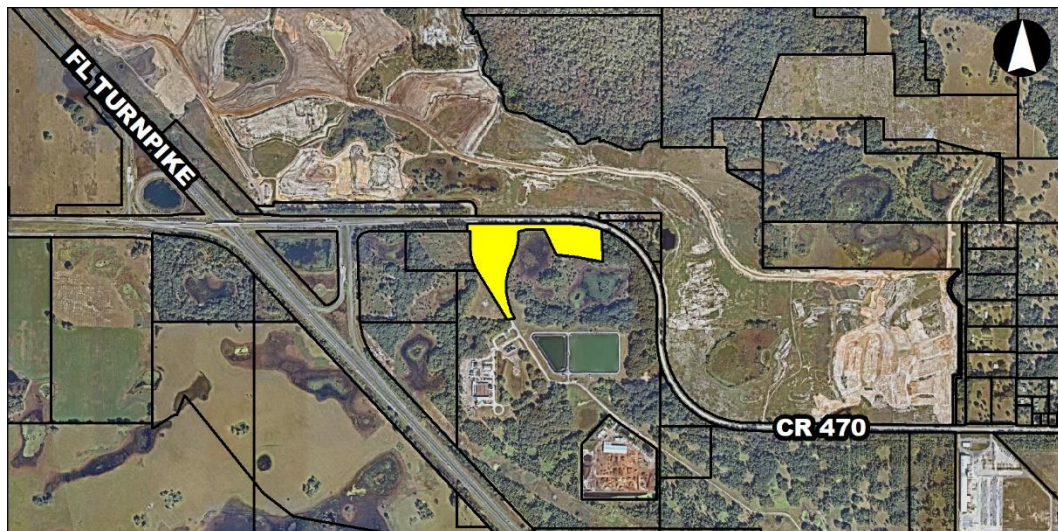
From: Richard Barr, AICP
Kimley-Horn and Associates, Inc.

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.A.11.

Meeting Date: March 13, 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 1,230 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 Section 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 1,230 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 SECTION 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 13th day of March 2023.

THE CITY OF LEESBURG, FLORIDA

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

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

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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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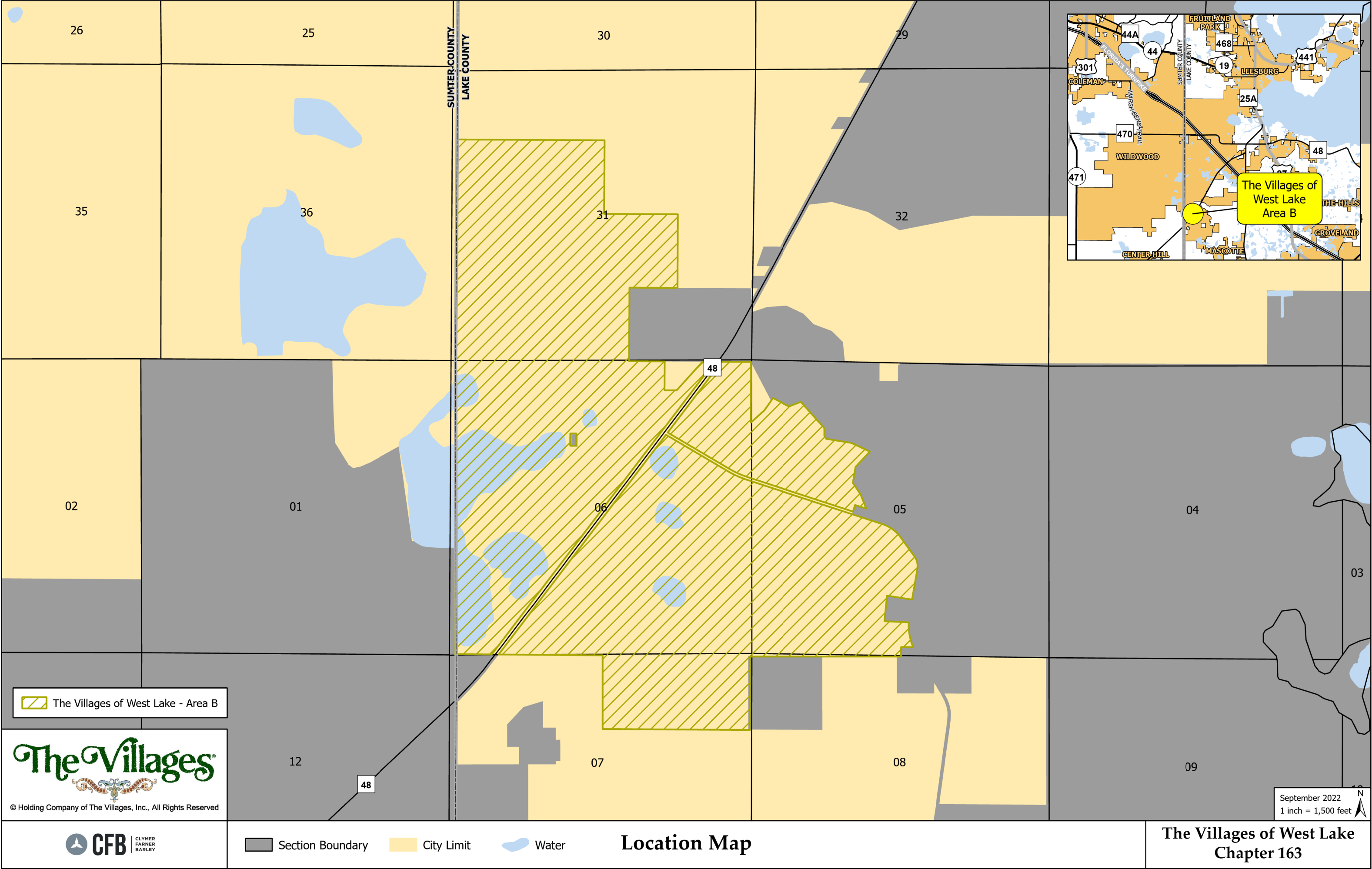
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TWO (2) COURSES AND DISTANCES: (1) THENCE RUN NORTH 89°23'30" WEST, A DISTANCE OF 216.28 FEET; (2) THENCE RUN SOUTH 0°34'26" WEST, A DISTANCE OF 170.37 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE DEPARTING THE BOUNDARY 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.

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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

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.

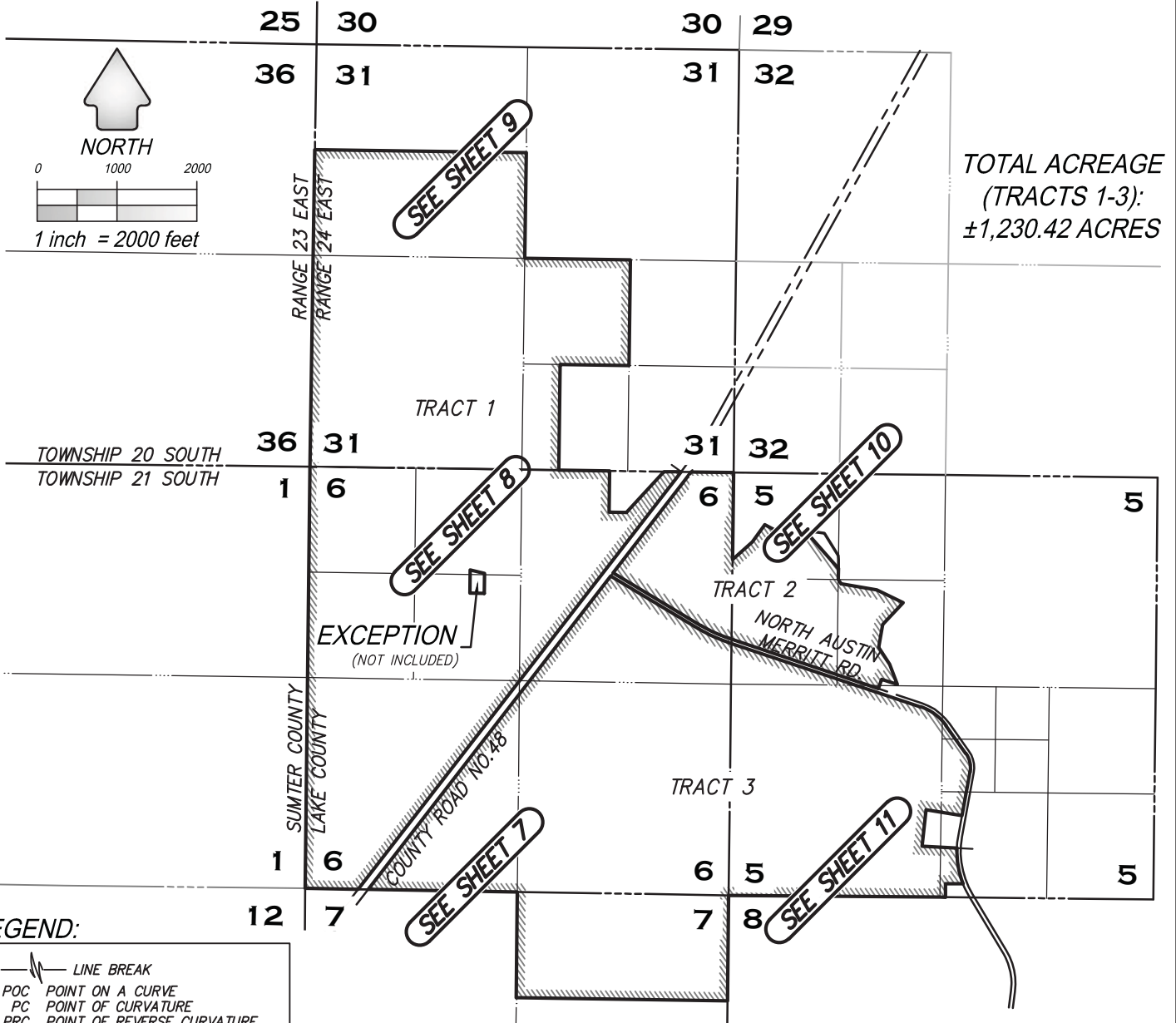
EXCEPT RIGHT-OF-WAY CONVEYED TO LAKE COUNTY FOR AUSTIN MERRITT ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 526, PAGE 405, AND OFFICIAL RECORDS BOOK 526, PAGE 407, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

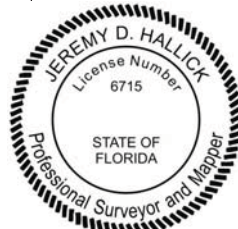
EXHIBIT " 1 "
SHEET 6 OF 12

KEY MAP- AREA "B"
CHAPTER 163 AGREEMENT
TOWNSHIP 20 & 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA



LEGEND:

- LINE BREAK
- POC POINT ON A CURVE
- PC POINT OF CURVATURE
- PRC POINT OF REVERSE 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)
- O CHANGE IN DIRECTION
- 6 SECTION NUMBER



[Signature]
JEREMY D. HALLICK, 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.

SEE SHEETS 1-5 FOR DESCRIPTION
SEE SHEETS 7-11 FOR SKETCH
SEE SHEET 12 FOR CURVE & LINE TABLES



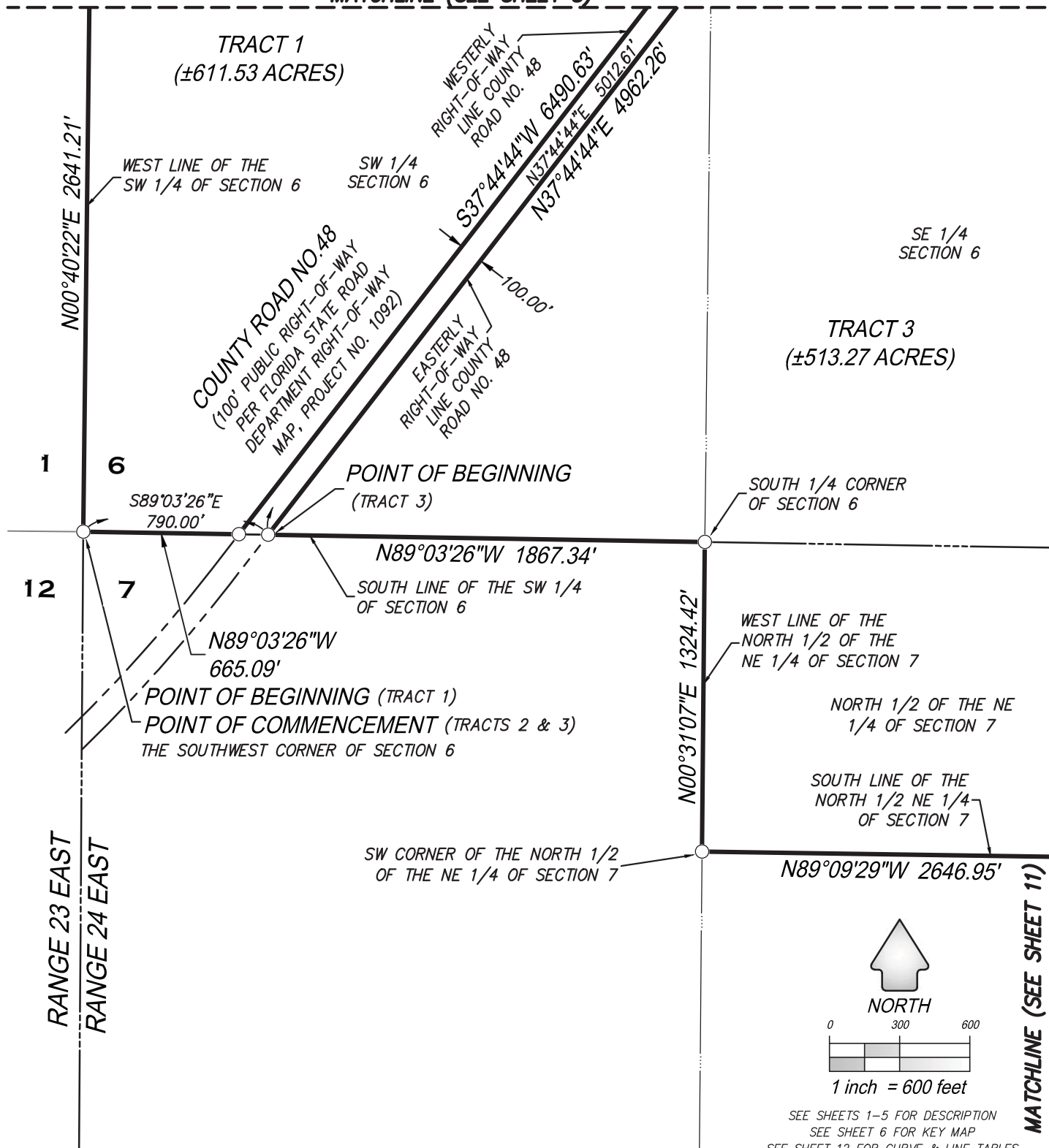
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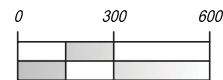
(NOT A FIELD SURVEY)

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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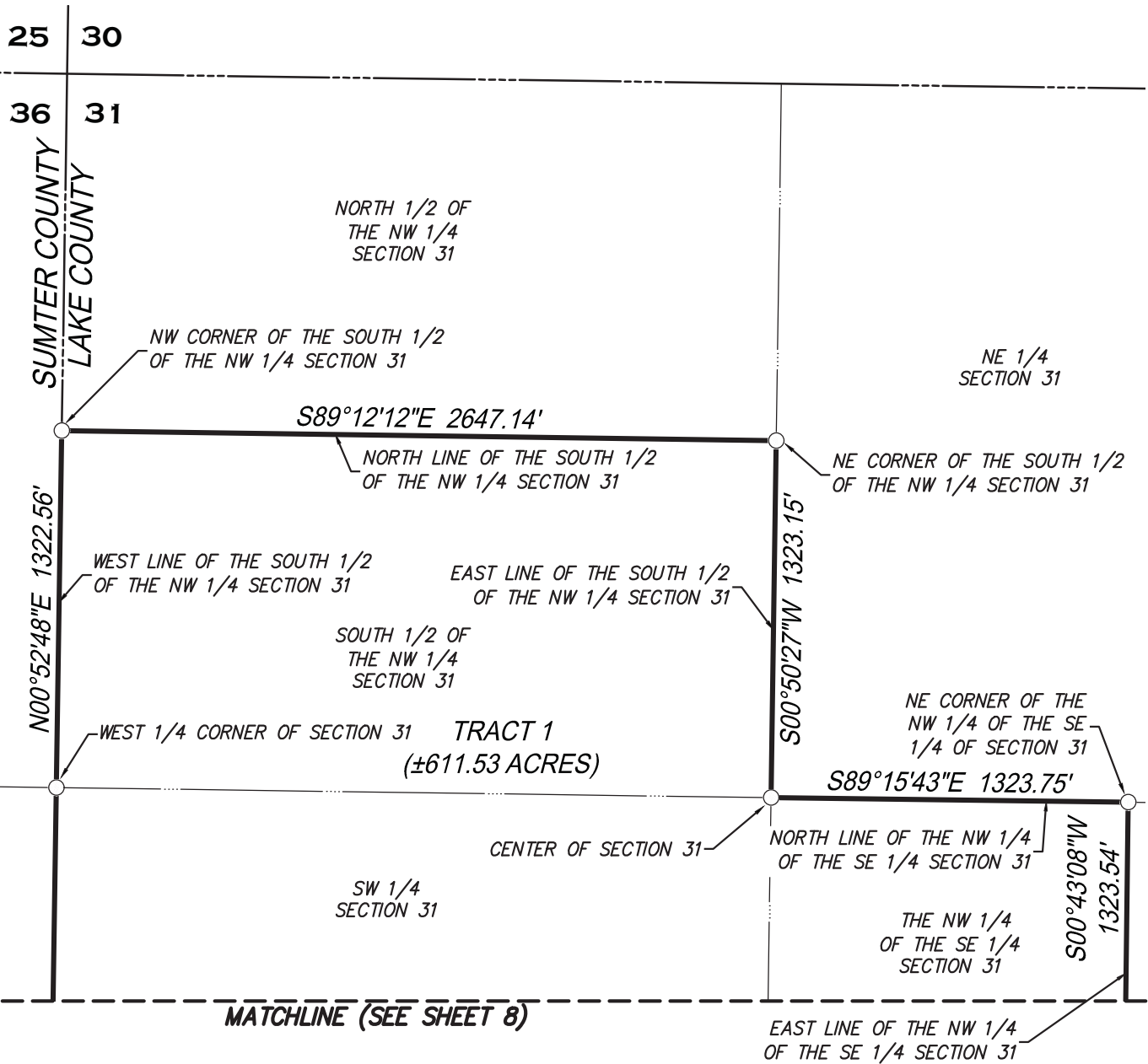
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SKETCH FOR DESCRIPTION

(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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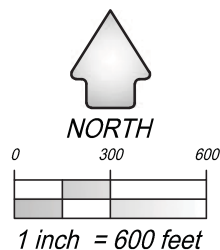
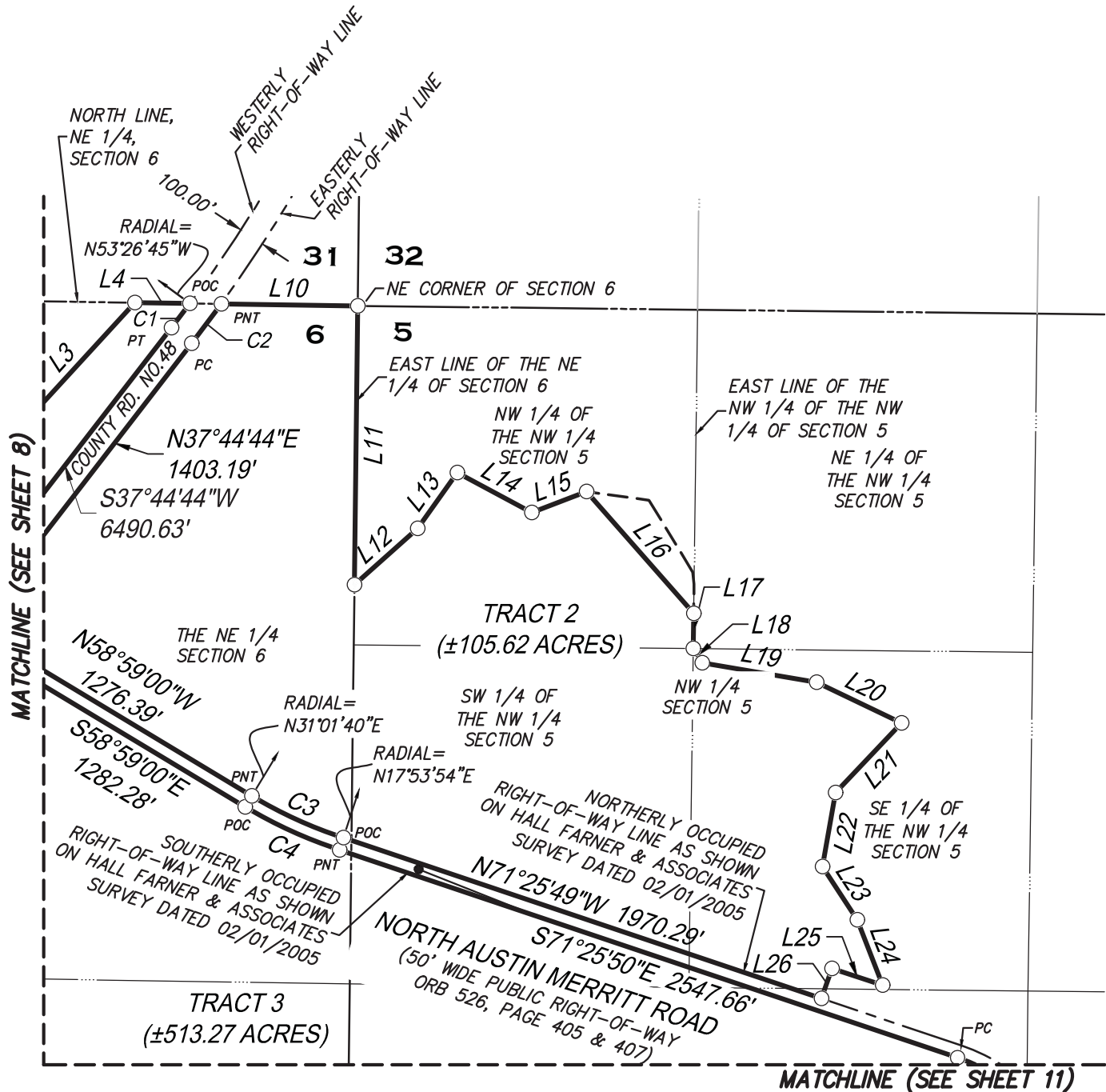
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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 10 OF 12



SEE SHEETS 1-5 FOR DESCRIPTION
SEE SHEET 6 FOR KEY MAP
SEE SHEET 12 FOR CURVE & LINE TABLES

CFB | **CLYMER FARNER BARLEY**
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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 11 OF 12

MATCHLINE (SEE SHEET 10)

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

SOUTH LINE OF THE
SW 1/4 OF SECTION 5

N89°30'25"W 2645.41'
SOUTH 1/4 CORNER OF SECTION 5

NE CORNER OF
SECTION 7

6

5

7

8

EAST LINE OF THE NE
1/4 OF SECTION 7

SOUTH LINE OF THE
NORTH 1/2 NE 1/4
OF SECTION 7

N89°09'29"W 2646.95'

S00°33'51"W 1319.74'

SE CORNER OF THE NORTH 1/2
OF THE NE 1/4 OF SECTION 7



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

(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:



CFB

CLYMER
FARNER
BARLEY

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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

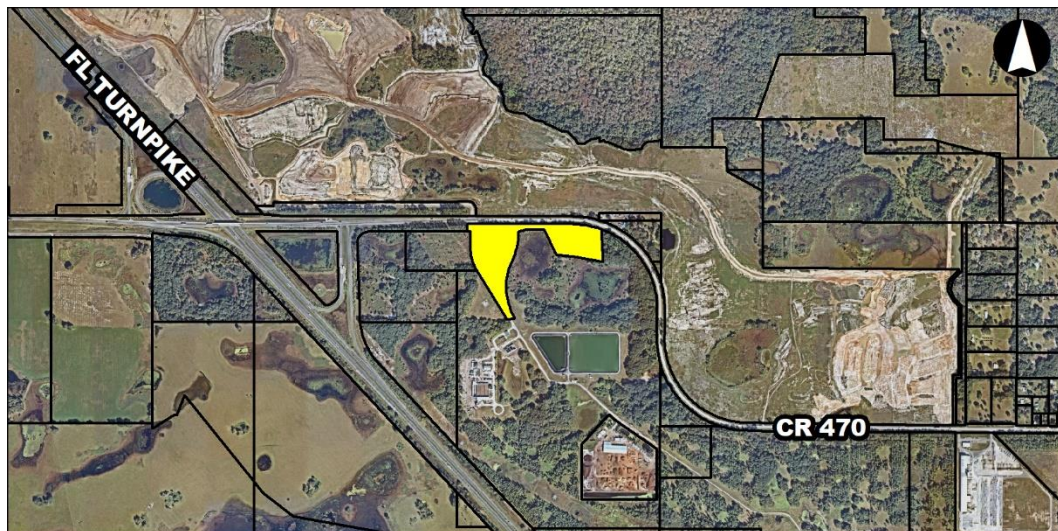
From: Richard Barr, AICP
Kimley-Horn and Associates, Inc.

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.1.

Meeting Date: March 13, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, establishing the Bellaviva at Whispering Hills Community Development District pursuant to Chapter 190, Florida Statutes; providing for authority and power of the district; providing for the Board of Supervisors of the district; providing for the district budget; providing for functions of the district; providing for miscellaneous provisions; and providing an effective date. (Bellaviva at Whispering Hills)

Staff Recommendation:

Planning and Zoning Staff recommend approval of the request to allow a CDD (Community Development District) for the Whispering Hills subdivision, to be known as Bellaviva at Whispering Hills.

Analysis:

The request is to approve the creation of a Community Development District (CDD) within the proposed Whispering Hills development, which is located on the east side of U.S. Highway 27 South and south of County Road 48. This district will consist of approximately 349 acres within the overall 1,088 +/- acre development as seen in the attachments, and will be known as Bellaviva at Whispering Hills.

Community Development Districts are permitted under Chapter 190, Florida Statutes, and are a form of special purposed district which can be created to manage, finance and deliver basic community development services. These services can include, but are not limited to, the funding, construction and operation of water and wastewater systems, roads, bridges, transit shelters, environmental, conservation, mitigation areas, and parks, plus schools and security measures. These services may vary from district to district. CDD's are specific to a described area, and have no zoning, development permitting or police power, and have no authority to encumber debt to a local government. Each district must remain in compliance with the local governments' comprehensive plan.

Currently, there are several CDD's within the city, including one in Arlington Ridge, one in Tara Oaks, and several in The Villages of West Lake. Approval of this request does not create a negative impact on the City's Comprehensive Plan or the surrounding property owners.

Procurement Analysis:

N/A

Options:

1. Approve the proposed ordinance creating the Bellaviva at Whispering Hills Community Development District for the Whispering Hills Subdivision; or
2. Other action the Commission may choose.

Fiscal Impact:

Property owners within the Community Development District areas are solely responsible for the funding, financing and maintenance of activities of the district; therefore no direct fiscal impact is anticipated.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ESTABLISHING
THE BELLAVIVA AT WHISPERING HILLS COMMUNITY DEVELOPMENT
DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES;
PROVIDING FOR AUTHORITY AND POWER OF THE DISTRICT;
PROVIDING FOR THE BOARD OF SUPERVISORS OF THE DISTRICT;
PROVIDING FOR THE DISTRICT BUDGET; PROVIDING FOR FUNCTIONS
OF THE DISTRICT; PROVIDING FOR MISCELLANEOUS PROVISIONS;
AND PROVIDING AN EFFECTIVE DATE. (BELLAVIVA AT WHISPERING
HILLS)**

WHEREAS, Bellaviva at Whispering Hills, LLC (the “Petitioner”) has petitioned the City Commission for the City of Leesburg, Florida (the “City”) to adopt an ordinance establishing the boundaries of the Bellaviva at Whispering Hills Community Development District (the “District”) pursuant to Chapter 190, Florida Statutes, and granting certain special powers; and

WHEREAS, the City, in determining whether to establish the District boundaries, has considered and finds that all statements contained in the Petition to Establish the Bellaviva at Whispering Hills Community Development District (the “Petition”) are true and correct; and

WHEREAS, the City has considered and finds that the establishment of the District is not inconsistent with any applicable element or portion of the applicable Comprehensive Plan; and

WHEREAS, the City has considered and finds that the area of land within the District is a sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as a functional interrelated community; and

WHEREAS, the City has considered and finds that the District is the best alternative for delivering the community development services and facilities to the area that will be served by the District; and

WHEREAS, the City has considered and finds that the community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the City has considered and finds that the area that will be served by the District is amenable to separate special-district government; and

WHEREAS, a duly noticed public hearing on the Petition was held prior to the adoption of this Ordinance establishing the District.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Leesburg, Florida, as follows:

SECTION 1: AUTHORITY. This ordinance is adopted in compliance with and pursuant to the Uniform Community Development Act of 1980, Chapter 190, Florida Statutes (2022).

SECTION 2: DISTRICT NAME. There is hereby created a community development district

situated entirely within incorporated Leesburg, Florida, which District shall be known as the “Bellaviva at Whispering Hills Community Development District.”

SECTION 3: EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are described in **Exhibit A** attached hereto; the overall parcel containing 390.36 acres of land.

SECTION 4: FUNCTIONS AND POWERS. The powers and functions of the District are described in Chapter 190, Florida Statutes (2022), as may be amended from time to time. The Charter of the District shall be as set forth in Chapter 190, Florida Statutes, as created by general law. The District’s Board of Supervisors may further exercise certain additional powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for (a) parks and facilities for indoor and outdoor recreational, cultural, and educational uses; and (b) security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by applicable governmental agencies; except that the District may not exercise any police power, but may contract with the City for an increased level of such services within the proposed District boundaries, all as authorized and described by Section 190.012(2), Florida Statutes. The District shall not provide utility service (water, wastewater, reuse, electricity, cable television, telephone or other telecommunications, dial up or broadband internet, solid waste collection and disposal, or any other utility service).

SECTION 5: BOARD OF SUPERVISORS. The five persons designated to serve as initial members of the District’s Board of Supervisors are Gregory Cox, Clifton Fischer, Pete Williams, Stephanie Marsan and Daniel Kovacs. All of the listed persons are residents of the State of Florida and citizens of the United States of America.

SECTION 6: NOTICE TO PURCHASERS. Any and all agreements for the sale of property within the boundaries of the District must include the disclosure statement required in Section 190.048, Florida Statutes (2022) or any successor provision thereto. This requirement shall apply not only to the initial sale of a parcel, but also to all subsequent sellers, successors and assigns, for the life of the District.

SECTION 7. Administrative Correction of Scrivener’s Errors. The administrative correction of typographical and/or scrivener’s errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 8: SEVERABILITY. If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed to be severable and the remaining provisions shall continue in full force and effect provided that the invalid, illegal or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

SECTION 9: EFFECTIVE DATE. This Ordinance shall take effect upon its passage and adoption pursuant to general law.

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

Mayor

ATTEST:

City Clerk

EXHIBIT A**SKETCH OF DESCRIPTION**

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION

SEE SHEET 3 OF 16 FOR OVERALL SKETCH

SEE SHEET 4-16 OF 16 FOR SKETCH

LEGAL DESCRIPTION:

A parcel of land lying and being in Section 25, Township 20 South, Range 24 East and Sections 29 and 30, Township 20 South, Range 25 East, Lake County, Florida, being more particularly described as follows:

Begin at the Southeast corner of the North 660.16 feet of the South 1660.23 feet of the Northeast 1/4 of Section 25, Township 20 South, Range 24 East, the same being on the West line of Section 30, Township 20 South, Range 25 East; thence departing said West line, run N89°06'05"W, along the South line of said North 660.16 feet of the South 1660.23 feet of the Northeast 1/4 of Section 25, a distance of 2,388.91 feet to the intersection with the Easterly Right of Way line of U.S. Highway 27; thence N09°41'21"W, along said Easterly Right of Way line, a distance of 672.55 feet to the intersection with the North line of the South 1660.23 feet of the Northeast 1/4 of said Section 25; thence S89°09'06"E, along said North line, a distance of 2,511.43 feet to the East line of said Section 25 and the West line of the aforementioned Section 30, Township 20 South, Range 25 East; thence departing said line, run S49°11'12"E, a distance of 444.67 feet; thence N41°21'09"E, a distance of 4.49 feet; thence S49°45'56"E, a distance of 60.01 feet; thence S41°21'09"W, a distance of 35.85 feet; thence S23°03'53"E, a distance of 104.58 feet; thence S50°51'11"E, a distance of 69.08 feet; thence S82°09'58"E, a distance of 98.29 feet; thence N75°30'16"E, a distance of 35.35 feet; thence S48°45'23"E, a distance of 179.42 feet to a Point on a Non-Tangent Curve, Concave to the West, having a Radius of 84.46 feet and a Central Angle of 83°54'28"; thence run Southerly along the arc of said curve, a distance of 123.68 feet (Chord Bearing = S21°44'11"E, Chord = 112.92 feet); thence S52°28'12"E, a distance of 122.71 feet; thence N41°21'09"E, a distance of 14.45 feet; thence S58°28'55"E, a distance of 53.38 feet; thence S72°02'45"E, a distance of 56.31 feet; thence S86°01'35"E, a distance of 70.39 feet; thence N56°20'56"E, a distance of 54.37 feet; thence N69°04'15"E, a distance of 63.35 feet; thence N84°26'00"E, a distance of 26.89 feet to the intersection with the East line of the West 1/2 of U.S. Government Lot 2 of said Section 30, Township 20 South, Range 25 East; thence S00°40'53"W, along said East line, a distance of 627.99 feet; thence departing said East line, run S89°02'40"E, a distance of 1,668.54 feet to the intersection with the West line of those lands described in Official Records Book 855, Page 1697 of the Public Records of Lake County, Florida; thence S00°47'05"W, along said West line, a distance of 397.93 feet to the South line of said Lands; thence S87°38'35"E, East along said South line, a distance of 989.73 feet to the West line of the Southeast 1/4 of the Northeast 1/4 of the aforesaid Section 30; thence N00°47'51"E, along said West line, a distance of 1,303.73 feet to the Northwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 30; thence S89°04'31"E, along the North line of the Southeast 1/4 of the Northeast 1/4 of said Section 30, a distance of 1,335.33 feet to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 30; thence S89°20'35"E, a distance of 1,211.92 feet to the West Right of Way line of Number 2 Road, as recorded in Official Records Book 2687, Page 2287 of the Public Records of Lake County, Florida; thence S45°22'24"E, along said West Right of Way line, a distance of 896.50 feet; thence departing said West Right of Way line, run S44°37'36"W, a distance of 75.00 feet; thence S44°41'00"W, a distance of

REQUESTED BY: **BELLAMIVA WHISPERING HILLS, LLC****SHEET 1 OF 16**

DATE OF SURVEY	10/7/2022	REVISIONS
SCALE	1" = 100'	
F.B.	PAGE	
SECTION	25 TWP. 20 S., RNG. 24 E. &	
SECTIONS	29 & 30 TWP. 20 S., RNG. 25 E.	
JOB NO.	22-515	

JOHNSTON'S
SURVEYING INC.

 900 Cross Prairie Parkway, Kissimmee, Florida 34744
 Tel. (407) 847-2179 Fax (407) 847-6140



10-12-2022

RICHARD D. BROWN, P.S.M. #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH

LEGAL DESCRIPTION CONTINUED:

160.67 feet to a Point on a Non-Tangent Curve, Concave to the North, having a Radius of 185.00 feet and a Central Angle of 115°21'08"; thence run Westerly along the arc of said curve, a distance of 372.46 feet (Chord Bearing = N85°14'59"W, Chord = 312.67 feet); thence N45°22'24"W, a distance of 50.10 feet; thence S44°37'36"W, a distance of 118.87 feet; thence S27°47'44"W, a distance of 40.34 feet; thence S13°53'15"W, a distance of 1,080.00 feet; thence S12°58'31"W, a distance of 55.00 feet; thence S05°48'38"W, a distance of 50.00 feet; thence S00°33'16"W, a distance of 305.21 feet to the Point of Curvature of a curve, Concave to the North, having a Radius of 220.00 feet and a Central Angle of 141°22'21"; thence run Westerly along the Arc of said curve, a distance of 542.83 feet (Chord Bearing = S71°14'27"W, Chord = 415.24 feet); thence N38°04'23"W, a distance of 803.16 feet; thence S51°55'37"W, a distance of 304.46 feet; thence S31°04'42"W, a distance of 27.64 feet; thence S00°33'16"W, a distance of 618.13 feet; thence S89°26'44"E, a distance of 174.40 feet; thence S00°43'15"W, a distance of 1,185.15 feet; thence N89°16'42"W, a distance of 1,246.05 feet; thence S00°43'18"W, a distance of 138.74 feet to the South line of the aforementioned Section 30, Township 20 South, Range 25 East; thence N89°22'10"W, along said South line, a distance of 1,432.38 feet to the Southwest corner of the Southeast 1/4 of said Section 30; thence departing said South line, run N00°37'56"E, along the West line of said Southeast 1/4 of Section 30, a distance of 1,330.51 feet to the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 30; thence N89°01'24"W, along said South line, a distance of 1,256.29 feet to the West line of said Northeast 1/4 of the Southwest 1/4; thence N00°39'35"E, along said West line, a distance of 1,331.96 feet; thence N88°57'18"W, a distance of 70.49 feet to the Southeast corner of the West 1/2 of U.S. Government Lot 2; thence N89°08'43"W, along the South line of said U.S. Government Lot 2, a distance of 1,185.10 feet to the Southwest corner of said U.S. Government Lot 2 and the West line of the aforesaid Section 30 and the East line of the aforementioned Section 25, Township 20 South, Range 24 East; thence N00°48'27"E, along said line, a distance of 1,177.95 feet to the Point of Beginning.

Subject to Right of Ways recorded in Official Records Book 344, Page 455 and Official Records Book 3629, Page 1415, as Recorded in the Public Records of Lake County, Florida.

Containing 17,003,899 square feet or 390.36 acres, more or less.

SURVEYOR'S NOTES:

- 1.) BEARINGS AS SHOWN HEREON ARE BASED ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 27, BEING AN ASSUMED BEARING OF N09°41'21"W.
- 2.) THIS DRAWING REPRESENTS A SKETCH OF DESCRIPTION AND IS NOT A BOUNDARY SURVEY.
- 3.) NO CORNERS WERE SET AS A PART OF THIS SKETCH.

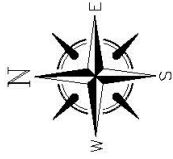
JOHNSTON'S
SURVEYING INC.

900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

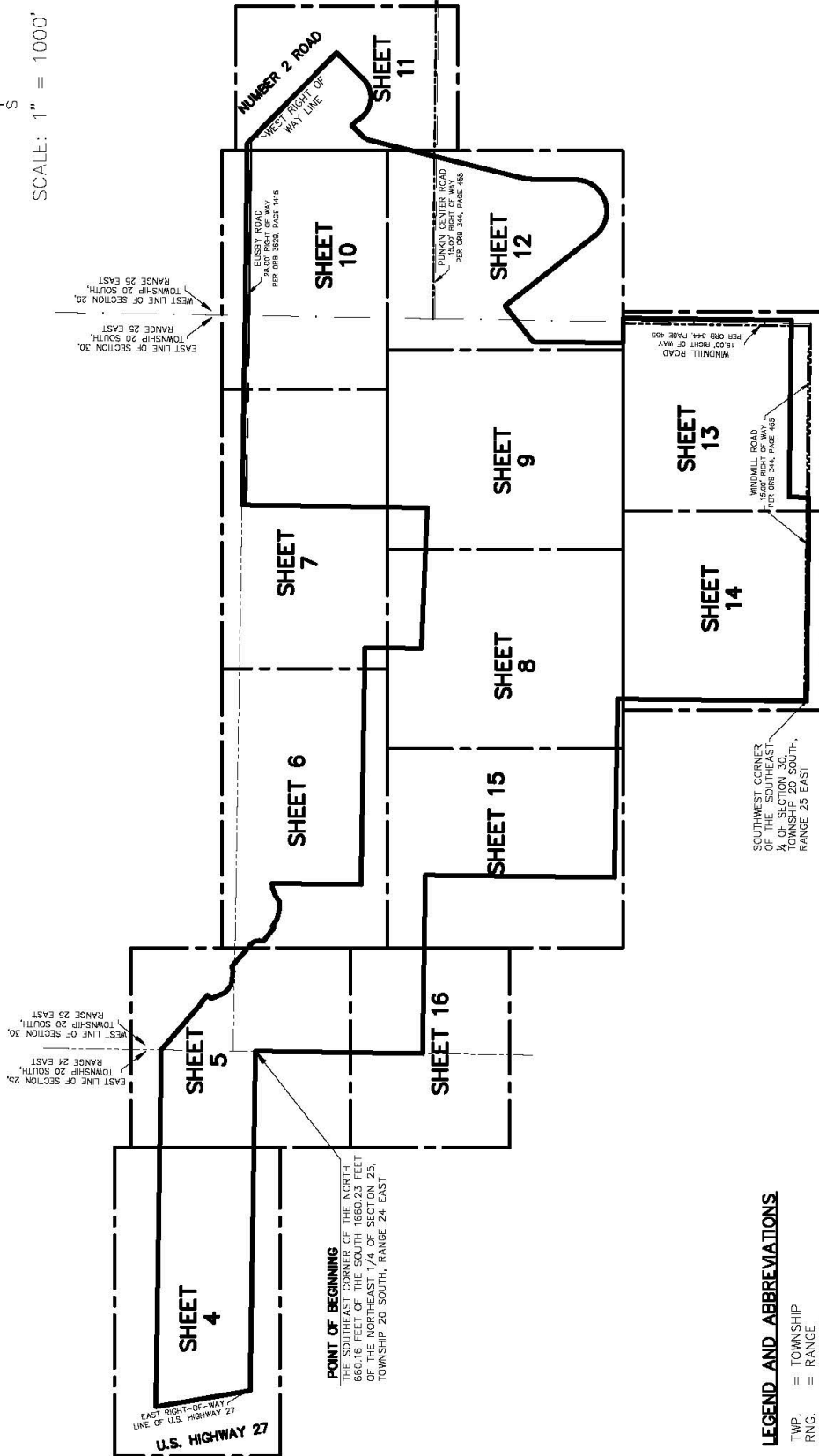
SHEET 2 OF 16

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH



SCALE: 1" = 1000'



LEGEND AND ABBREVIATIONS

TWP.	=	TOWNSHIP
RNC.	=	RANGE
NO.	=	NUMBER
LB.	=	LICENSED BUSINESS
R/W	=	RIGHT OF WAY
P.S.M.	=	PROFESSIONAL SURVEYOR AND MAPPER
TEL.	=	TELEPHONE
F.B.	=	FIELD BOOK
P.B.	=	PLAT BOOK
±	=	PLUS OR MINUS
&	=	AND

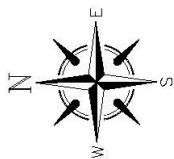
JOHNSTON'S
SURVEYING INC.

900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

SHEET 3 OF 16

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH



SCALE: 1" = 200'

UNPLATTED

S89°08'06"E 2811.43'

NORTH LINE OF THE SOUTH 1660.23 FEET OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST

N09°41'21"W 672.55'
(BEARING BASIS)
U.S. HIGHWAY 27
EAST RIGHT-OF-WAY LINE
OF U.S. HIGHWAY 27

SOUTH LINE OF THE NORTH 660.16 FEET OF THE SOUTH 1660.23 FEET OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST

N89°06'03"W 2388.91'

UNPLATTED

SEE SHEET 5 OF 16

LEGEND AND ABBREVIATIONS

TWP.	=	TOWNSHIP
RNC.	=	RANGE
NO.	=	NUMBER
LB.	=	LICENSED BUSINESS
R/W	=	RIGHT OF WAY
P.S.M.	=	PROFESSIONAL SURVEYOR AND MAPPER
TEL.	=	TELEPHONE
F.B.	=	FIELD BOOK
P.B.	=	PLAT BOOK
±	=	PLUS OR MINUS
&	=	AND

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SURVEYING INC.

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Tel. (407) 847-2179 Fax (407) 847-6140

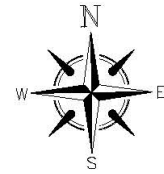
SHEET 4 OF 16

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION

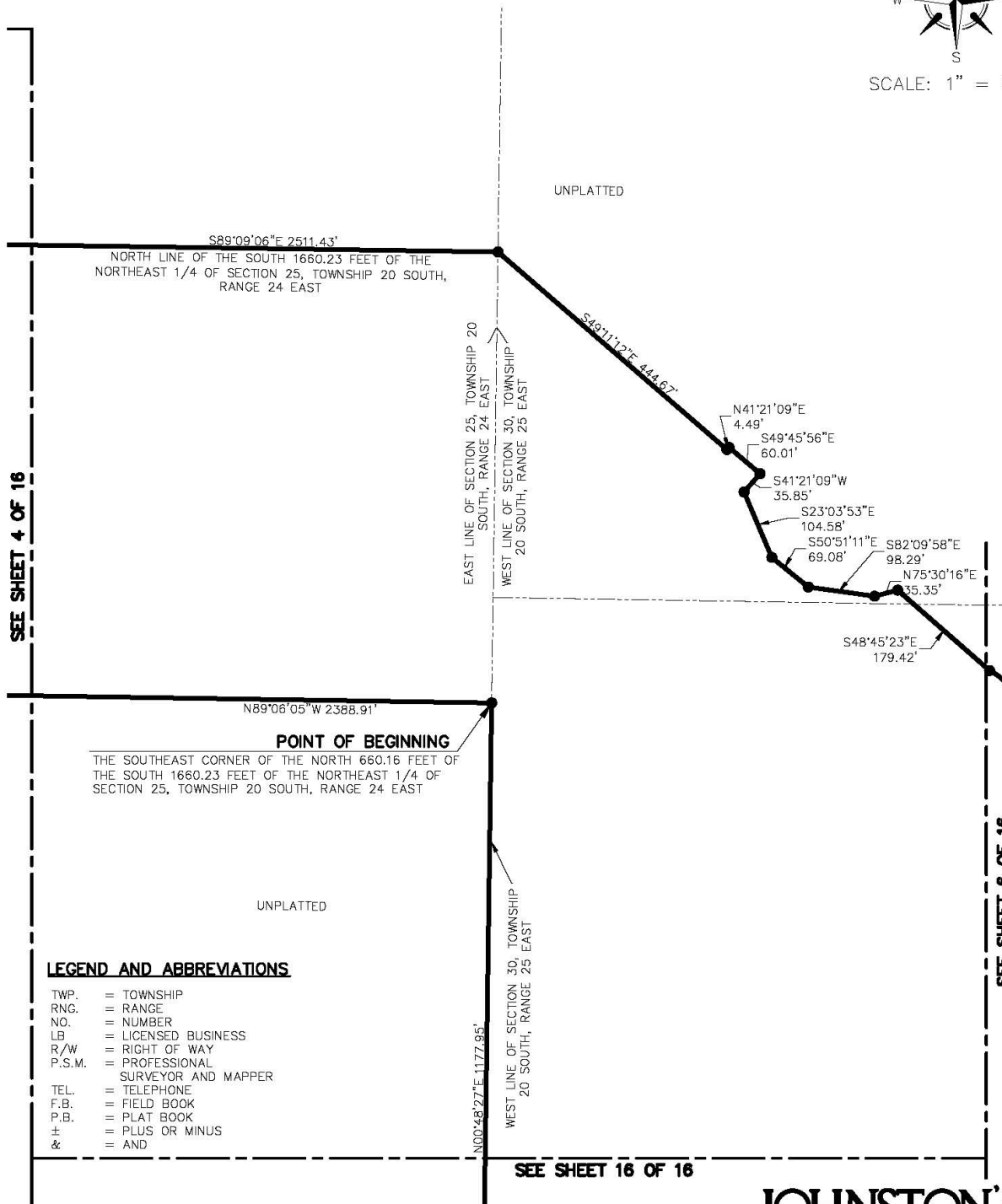
SEE SHEET 3 OF 16 FOR OVERALL SKETCH

SEE SHEET 4-16 OF 16 FOR SKETCH



SCALE: 1" = 200'

SEE SHEET 4 OF 16



SEE SHEET 6 OF 16

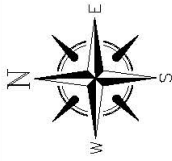
JOHNSTON'S
SURVEYING INC.

900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

SHEET 5 OF 16

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH



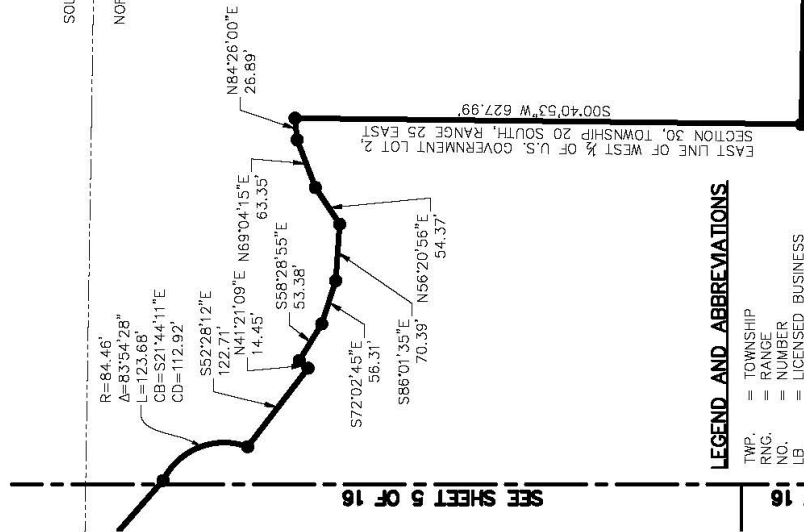
SCALE: 1" = 200'

SOUTH LINE OF U.S. GOVERNMENT LOT 1, SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST

NORTH LINE OF U.S. GOVERNMENT LOT 2, SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST

UNPLATTED

LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4835, PAGE 560
NOT A PART OF THIS SURVEY



LEGEND AND ABBREVIATIONS

- TWP. = TOWNSHIP
- RNG. = RANGE
- NO. = NUMBER
- LB = LICENSED BUSINESS
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- TEL. = TELEPHONE
- F.B. = FIELD BOOK
- P.B. = PLAT BOOK
- ± = PLUS OR MINUS
- & = AND

SEE SHEET 5 OF 16

SEE SHEET 16 OF 16

SEE SHEET 8 OF 16

SEE SHEET 15 OF 16

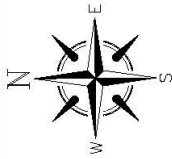
JOHNSTON'S
SURVEYING INC.

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Tel. (407) 847-2179 Fax (407) 847-6140

SHEET 6 OF 16

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH



SCALE: 1" = 200'

THE NORTHWEST CORNER OF THE SOUTHEAST 1/4
OF THE NORTHEAST 1/4 OF SECTION 30,
TOWNSHIP 20 SOUTH, RANGE 25 EAST

UNPLATTED

28.0'

28.0'

S89°04'31"E 1335.33'

NORTH LINE OF THE SOUTHEAST
1/4 OF THE NORTHEAST 1/4
OF SECTION 30, TOWNSHIP 20
SOUTH, RANGE 25 EAST

BUSBY ROAD

28.00' RIGHT OF WAY
PER ORB 3629, PAGE 1415

UNPLATTED

SEE SHEET 6 OF 16

WEST LINE OF SOUTHEAST 1/4 OF
NORTHEAST 1/4 SECTION 30, TOWNSHIP
20 SOUTH, RANGE 25 EAST

N00°47'51"E 1303.73'

INTERSECTION WITH
WEST LINE OF LANDS
DESCRIBED IN
ORB B55, PAGE 1687

WEST LINE OF LANDS DESCRIBED
IN ORB B55, PAGE 1697

S00°47'06"W 397.93'

SEE SHEET 8 OF 16

SEE SHEET 9 OF 16

LEGEND AND ABBREVIATIONS

- TWP. = TOWNSHIP
- RNG. = RANGE
- NO. = NUMBER
- LB. = LICENSED BUSINESS
- R/W. = RIGHT OF WAY
- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- TELL. = TELEPHONE
- F.B. = FIELD BOOK
- P.B. = PLAT BOOK
- ± = PLUS OR MINUS
- & = AND

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SURVEYING INC.

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SHEET 7 OF 16

SKETCH OF DESCRIPTION

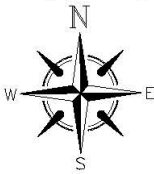
SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION

SEE SHEET 3 OF 16 FOR OVERALL SKETCH

SEE SHEET 4-16 OF 16 FOR SKETCH

SEE SHEET 6 OF 16

SEE SHEET 7 OF 16



SCALE: 1" = 200'

WEST LINE OF LANDS DESCRIBED
IN ORB 855, PAGE 1697

S00°47'05"W 397.93'

SOUTH LINE OF LANDS DESCRIBED
IN ORB 855, PAGE 1697

S87°38'35"E 989.73'

SEE SHEET 15 OF 16

SEE SHEET 9 OF 16

SOUTH LINE OF THE
NORTHEAST 1/4 SOUTHWEST
1/4 OF SECTION 30,
TOWNSHIP 20 SOUTH,
RANGE 25 EAST

N89°01'24"W 1256.29'

SEE SHEET 14 OF 16

LEGEND AND ABBREVIATIONS

TWP.	= TOWNSHIP
RNG.	= RANGE
NO.	= NUMBER
LB.	= LICENSED BUSINESS
R/W	= RIGHT OF WAY
P.S.M.	= PROFESSIONAL SURVEYOR AND MAPPER
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&	= AND

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SURVEYING INC.

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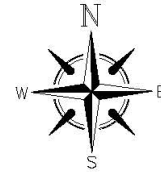
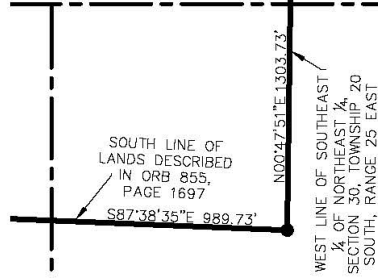
SHEET 8 OF 16

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH

SEE SHEET 7 OF 16

SEE SHEET 10 OF 16



SCALE: 1" = 200'

SEE SHEET 8 OF 16

SEE SHEET 12 OF 16

SEE SHEET 14 OF 16

LEGEND AND ABBREVIATIONS

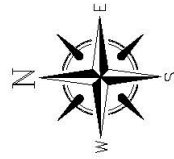
TWP.	= TOWNSHIP
RNG.	= RANGE
NO.	= NUMBER
LB.	= LICENSED BUSINESS
R/W	= RIGHT OF WAY
P.S.M.	= PROFESSIONAL SURVEYOR AND MAPPER
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SHEET 9 OF 16

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH



SCALE: 1" = 200'

TWP.	=	TOWNSHIP
RNG.	=	RANGE
NO.	=	NUMBER
LB	=	LICENSED BUSINESS
R/W	=	RIGHT OF WAY
P.S.M.	=	PROFESSIONAL
	=	SURVEYOR AND MAPPER
TEL.	=	TELEPHONE
F.B.	=	FIELD BOOK
P.B.	=	PLAT BOOK
±	=	PLUS OR MINUS
&	=	AND

SEE SHEET 9 OF 16

SEE SHEET 12 OF 18

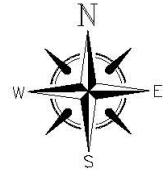
JOHNSTON'S
SURVEYING INC

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Tel. (407) 847-2179 Fax (407) 847-6140

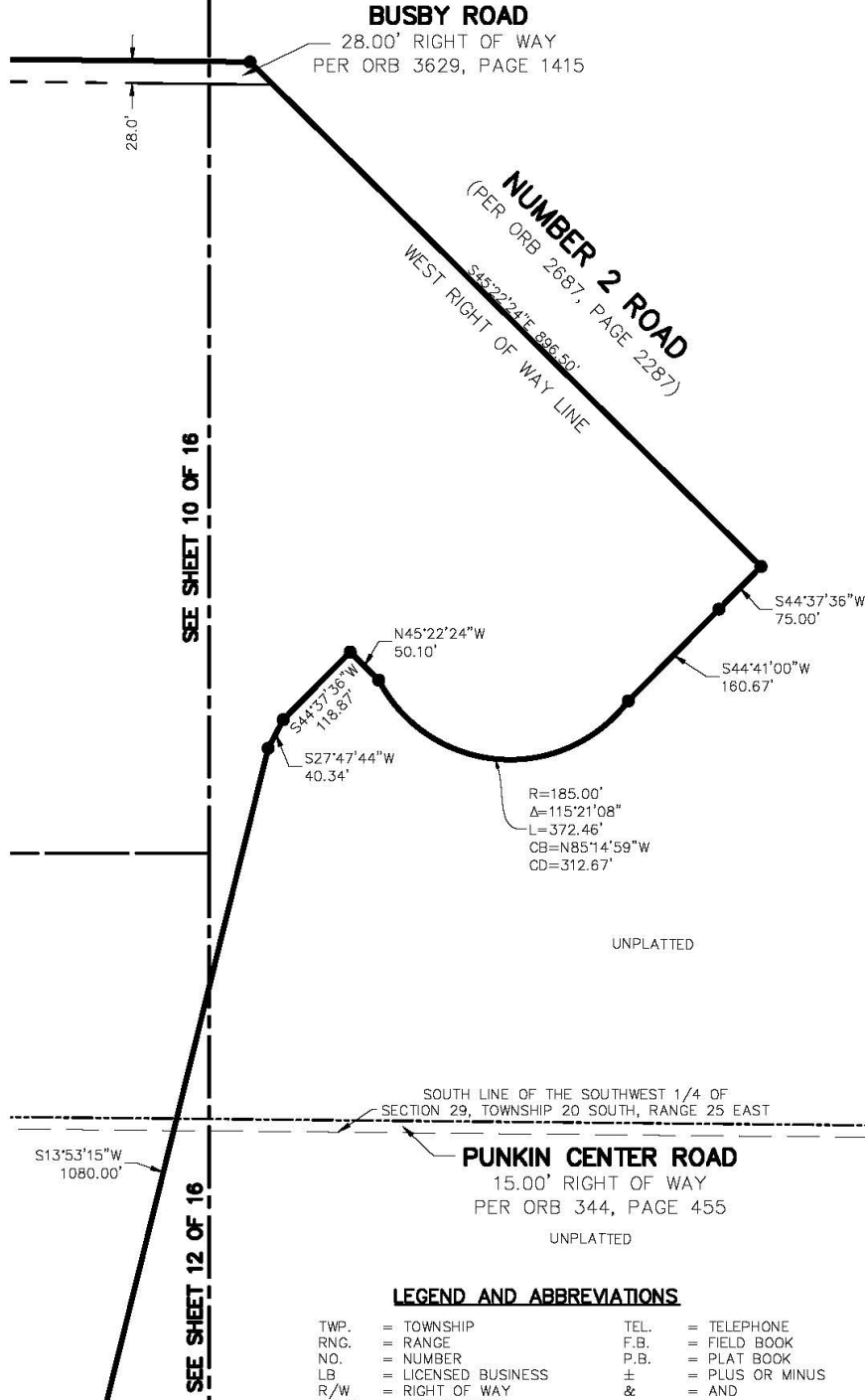
SHEET 10 OF 16

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH



SCALE: 1" = 200'



LEGEND AND ABBREVIATIONS

TWP.	= TOWNSHIP	TEL.	= TELEPHONE
RNG.	= RANGE	F.B.	= FIELD BOOK
NO.	= NUMBER	P.B.	= PLAT BOOK
LB.	= LICENSED BUSINESS	±	= PLUS OR MINUS
R/W	= RIGHT OF WAY	&	= AND
P.S.M.	= PROFESSIONAL SURVEYOR AND MAPPER		

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SURVEYING INC.

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SHEET 11 OF 16

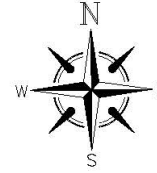
SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION

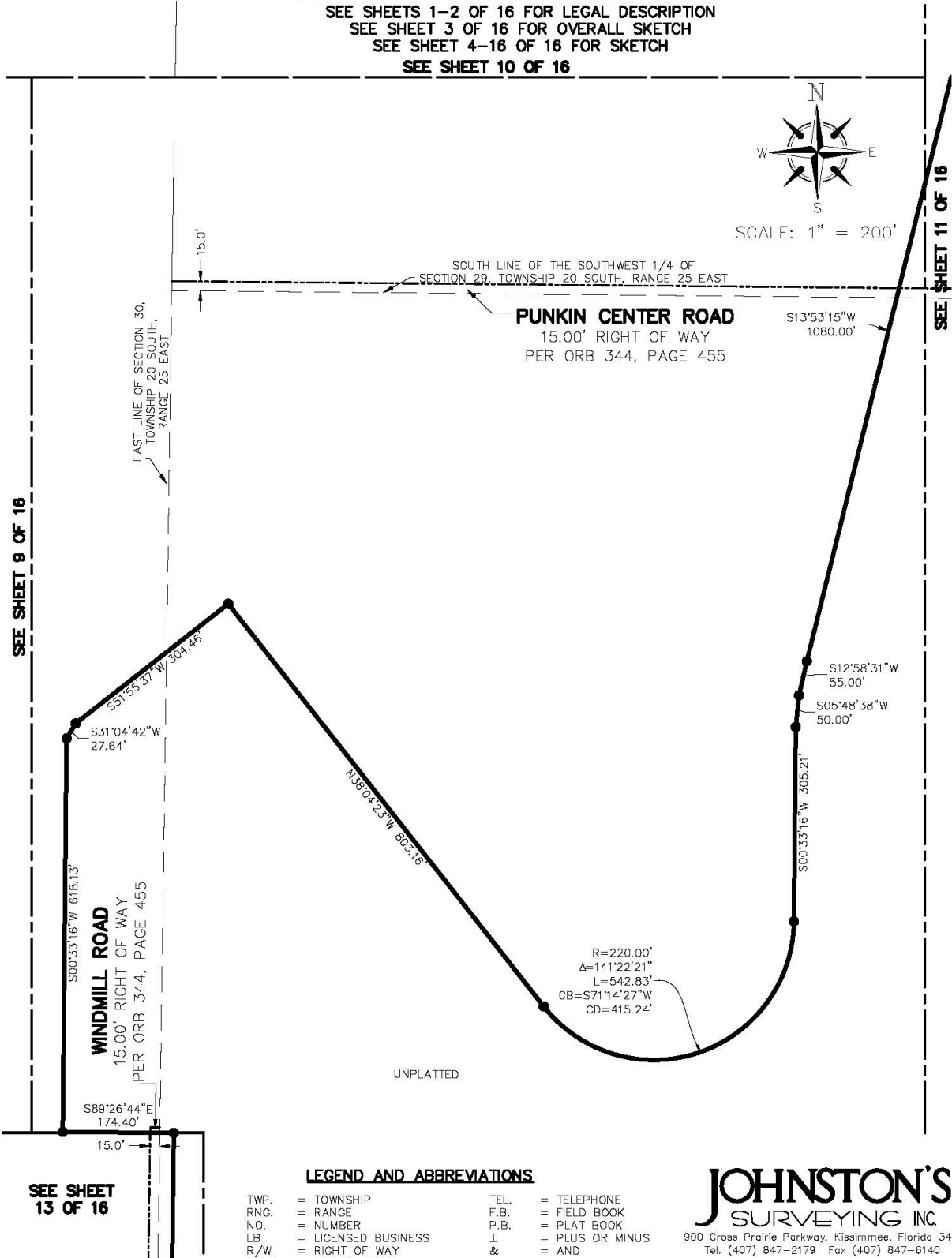
SEE SHEET 3 OF 16 FOR OVERALL SKETCH

SEE SHEET 4-16 OF 16 FOR SKETCH

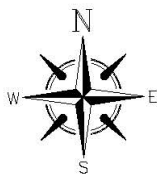
SEE SHEET 10 OF 16



SCALE: 1" = 200'



SHEET 12 OF 16



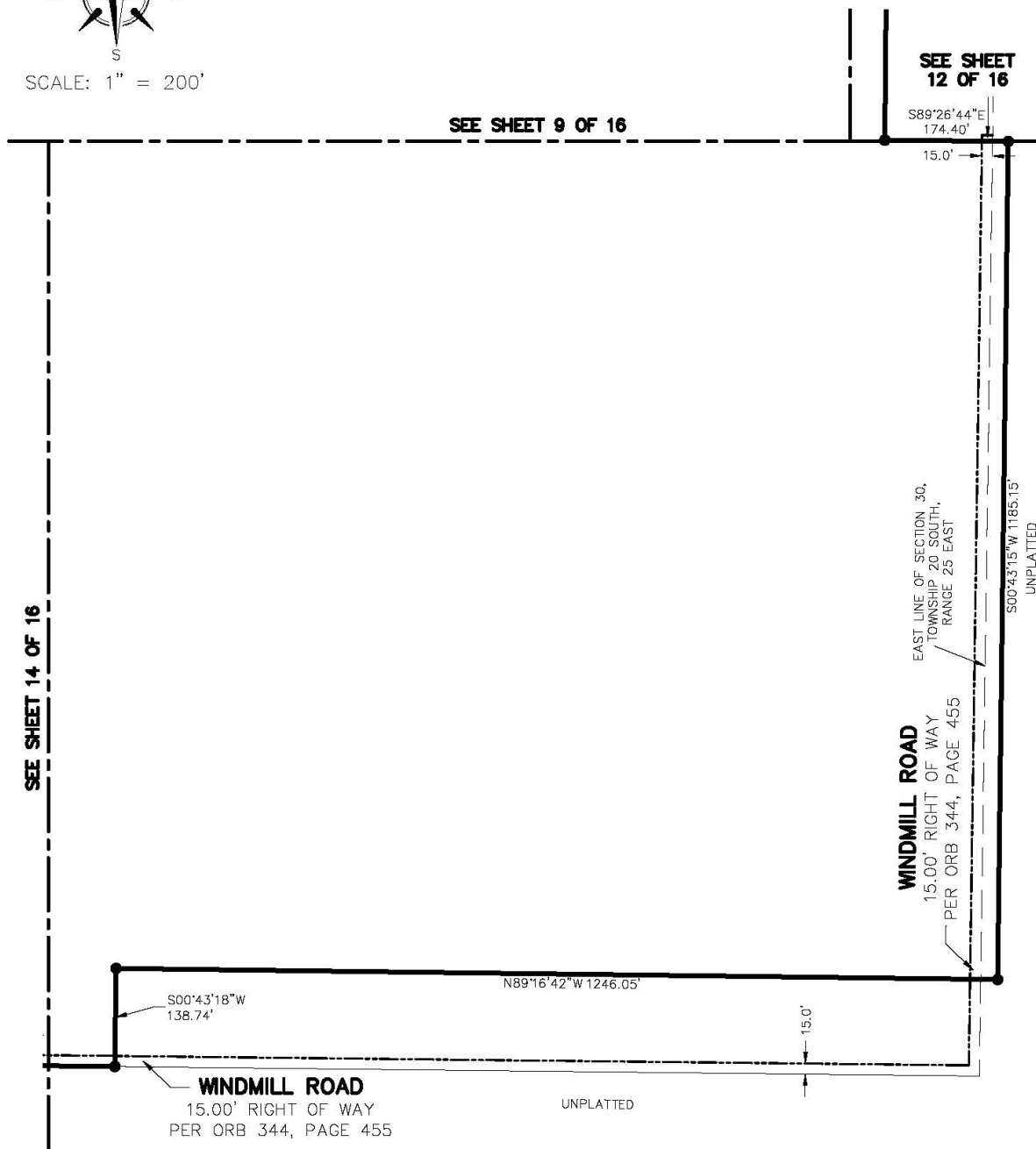
SCALE: 1" = 200'

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION

SEE SHEET 3 OF 16 FOR OVERALL SKETCH

SEE SHEET 4-16 OF 16 FOR SKETCH



LEGEND AND ABBREVIATIONS

TWP. = TOWNSHIP
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NO. = NUMBER
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R/W = RIGHT OF WAY
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SURVEYOR AND MAPPER

TEL. = TELEPHONE
F.B. = FIELD BOOK
P.B. = PLAT BOOK
± = PLUS OR MINUS
& = AND

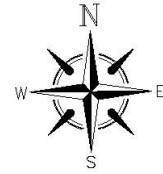
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Tel. (407) 847-2179 Fax (407) 847-6140

SHEET 13 OF 16

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH



SCALE: 1" = 200'

SEE SHEET 8 OF 16

SEE SHEET 9 OF 16

UNPLATTED

N00°37'56"E 1330.51'

WEST LINE OF THE SOUTHEAST 1/4 OF
SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25
EAST

SEE SHEET 13 OF 16

SOUTHWEST CORNER OF THE
SOUTHEAST 1/4 OF SECTION 30,
TOWNSHIP 20 SOUTH, RANGE 25 EAST

SOUTH LINE OF SECTION 30,
TOWNSHIP 20 SOUTH, RANGE 25 EAST

WINDMILL ROAD

15.00' RIGHT OF WAY
PER ORB 344, PAGE 455

N89°22'10"W 1432.38'

UNPLATTED

LEGEND AND ABBREVIATIONS

TWP. = TOWNSHIP
RNG. = RANGE
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LB. = LICENSED BUSINESS
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SHEET 14 OF 16

SKETCH OF DESCRIPTION

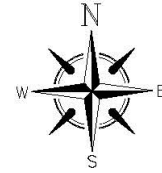
SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION

SEE SHEET 3 OF 16 FOR OVERALL SKETCH

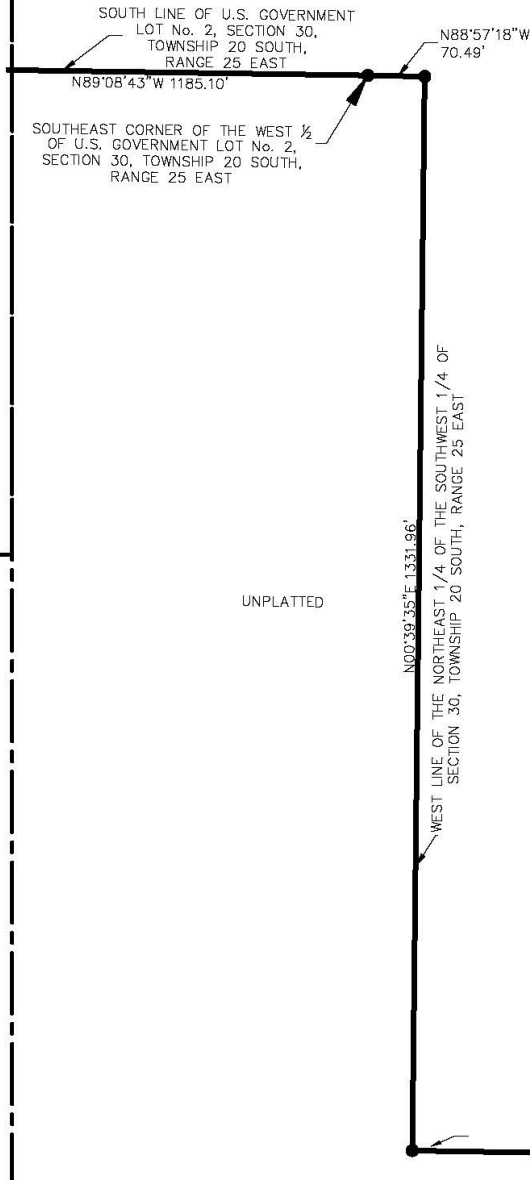
SEE SHEET 4-16 OF 16 FOR SKETCH

SEE SHEET 6 OF 16

SEE SHEET 16 OF 16



SCALE: 1" = 200'



SEE SHEET 8 OF 16

LEGEND AND ABBREVIATIONS

TWP. = TOWNSHIP
RNG. = RANGE
NO. = NUMBER
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SURVEYOR AND MAPPER

TEL. = TELEPHONE
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P.B. = PLAT BOOK
± = PLUS OR MINUS
& = AND

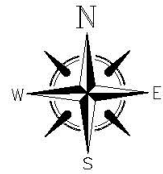
JOHNSTON'S
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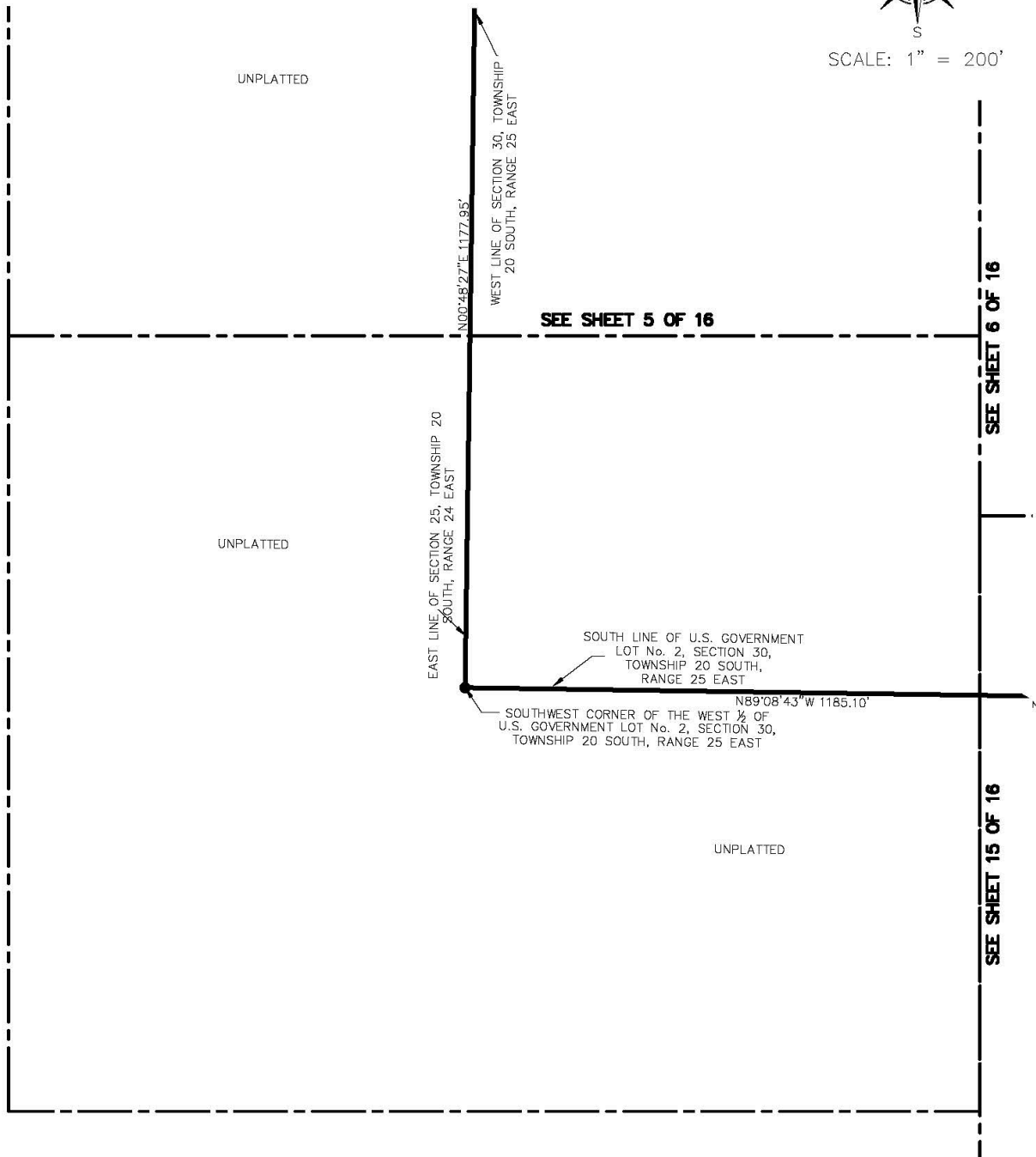
SHEET 15 OF 16

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH



SCALE: 1" = 200'



LEGEND AND ABBREVIATIONS

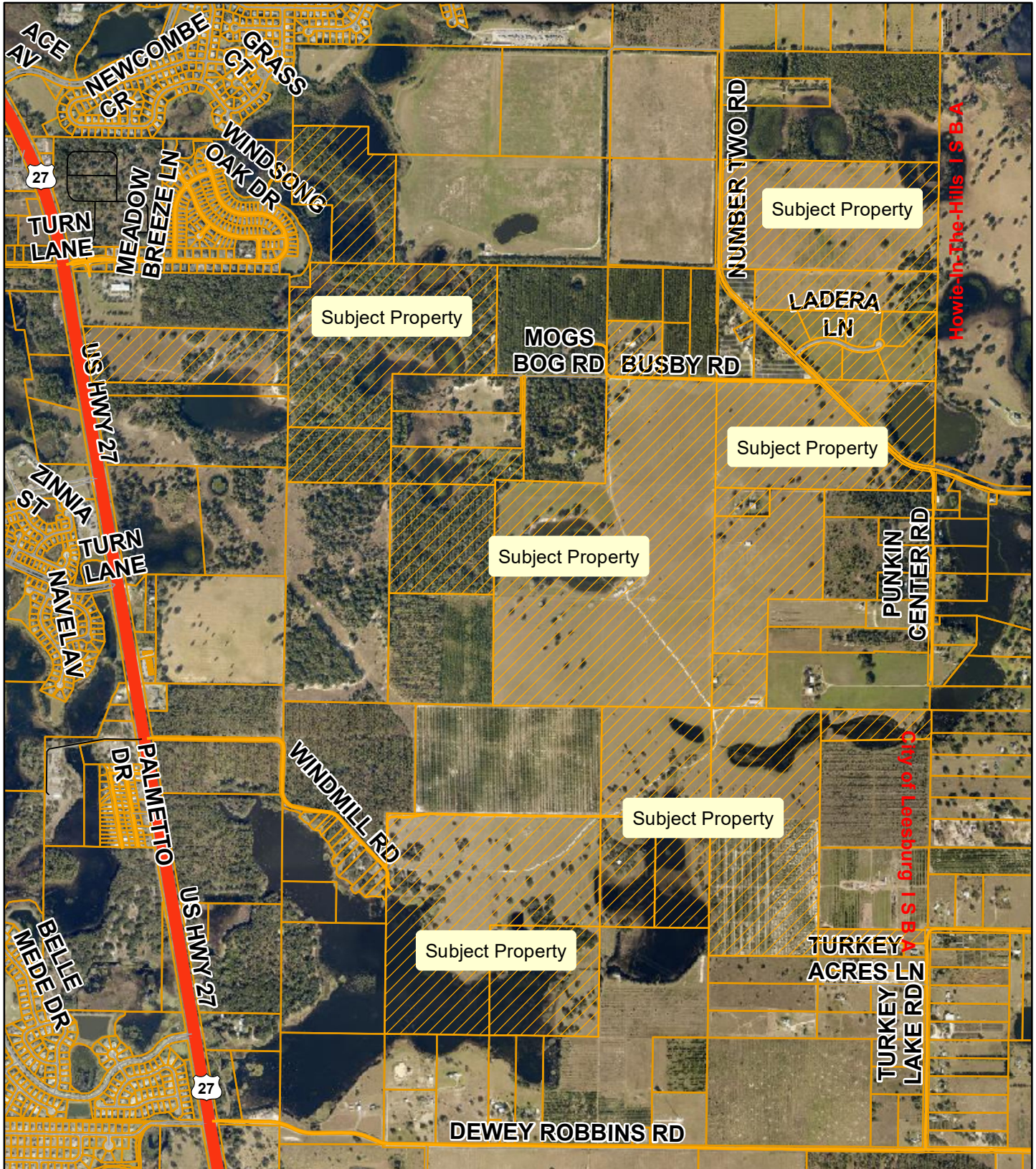
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RNG.	= RANGE	F.B.	= FIELD BOOK
NO.	= NUMBER	P.B.	= PLAT BOOK
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JOHNSTON'S
SURVEYING INC.

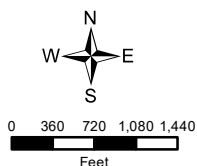
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

SHEET 16 OF 16

Aerial



**Planning
& Zoning
Division**



Whispering Hills LSCP-21119, PUD-21-120

AKs: 1030111, 1030188, 1030234, 1030242, 1030315, 1036178, 1064848, 1209340, 1209412, 1209455, 1209498, 1209510, 1704146, 1780284, 1780659, 2865971, 3638000, 3766407, 3848919, 3848920, 3848921, 3848922, 3848923, 3848924, 3848925, 1704111, 1701252, 1704154, 1701287, 2788488, 1030196, 1030200, 3870986.

Sections 24; 25 Township 20 South, Range 24 East and
Sections 20, 29, 30, 31, 32, Township 20 South, Range 25 East
June 30, 2021



October 13, 2022

Via UPS Delivery

Dan Miller, Director
Planning & Zoning
Leesburg Municipal Services Center
204 North Fifth Street
Leesburg, Florida 34748

Re: *Petition to Establish the Bellaviva at Whispering Hills Community Development District*

Dear Mr. Miller,

Enclosed please find the *Petition to Establish the Bellaviva at Whispering Hills Community Development District* ("Petition"). I will be contacting you shortly to work through any procedural or logistical issues relating to the Petition and its processing by the City of Leesburg ("City"). Please note that the Petitioner is willing to pay to the City any required filing fee or the reasonable cost of staff's review of the Petition. If the City needs additional copies of the Petition, please contact me and we will provide them. Thank you in advance for your assistance and I look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jere Earlywine', with a stylized flourish at the end.

Jere Earlywine

Enclosures

PETITION TO ESTABLISH THE BELLAVIVA AT WHISPERING HILLS COMMUNITY DEVELOPMENT DISTRICT

Submitted by:

Jere Earlywine
Florida Bar No.155527
jere@kelawgroup.com
KE LAW GROUP, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
(850) 528-6152 (telephone)

Attorney for Petitioner

**BEFORE THE CITY COMMISSION OF
THE CITY OF LEESBURG, FLORIDA**

PETITION TO ESTABLISH A COMMUNITY DEVELOPMENT DISTRICT

Petitioner, Bellaviva at Whispering Hills, LLC (“Petitioner”), hereby petitions the City Commission of the City of Leesburg, Florida, pursuant to the “Uniform Community Development District Act of 1980,” Chapter 190, Florida Statutes, to establish a Community Development District (“District”) with respect to the land described herein. In support of this petition, Petitioner states:

1. Location and Size. The proposed District is located entirely within the City of Leesburg, Florida. **Exhibit 1** depicts the general location of the project. The proposed District covers approximately 390.36 acres of land. The site is located in the area generally located US Highway 27, north of Windmill Road and south of CR Highway 48. The metes and bounds description of the external boundaries of the District is set forth in **Exhibit 2**.

2. Landowner Consent. Petitioner has obtained written consent to establish the District from the Landowners of one hundred percent (100%) of the real property located within the District in accordance with Section 190.005, Florida Statutes. Documentation of this consent is contained in **Exhibit 3**.

3. Initial Board Members. The five persons designated to serve as initial members of the Board of Supervisors of the proposed District are as follows: Gregory Cox, Clifton Fischer, Pete Williams, Stephanie Marsan and Daniel Kovacs. All of the listed persons are residents of the state of Florida and citizens of the United States of America.

5. Name. The proposed name of the District is the Bellaviva at Whispering Hills Community Development District.

6. Existing and Future Land Uses. The existing use of the lands within the proposed District is vacant. The future general distribution, location, and extent of the public and private land uses proposed within the District are generally depicted on **Exhibit 4**.

8. Major Water and Wastewater Facilities. **Exhibit 5** shows the current major trunk water mains and sewer interceptors and outfalls if in existence.

9. District Facilities and Services. **Exhibit 6** describes the type of facilities Petitioner presently expects the District to finance, construct, acquire and/or install, as well as the anticipated owner and entity responsible for maintenance. These facilities will serve the residential development within the District. The estimated costs of constructing the infrastructure serving land within the proposed District are also identified in **Exhibit 6**. At present, these improvements are estimated to be made, acquired, constructed, and/or installed in three (3) phases beginning in 2022 and with anticipated completion in 2024. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

10. Statement of Estimated Regulatory Costs. **Exhibit 7** is the statement of estimated regulatory costs ("SERC") prepared in accordance with the requirements of Section 120.541, Florida Statutes (2021). The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

11. Authorized Agent. The Petitioner is authorized to do business in Florida. The authorized agent for the Petitioner is Jere Earlywine. See **Exhibit 8**. Copies of all correspondence and official notices should also be sent to:

Jere Earlywine
Florida Bar No. 155527
jere@kelawgroup.com
KE LAW GROUP, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
(850) 528-6152 (telephone)

12. This petition to establish the Bellaviva at Whispering Hills Community Development District should be granted for the following reasons:

a. Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the City Comprehensive Plan.

b. The area of land within the proposed District is part of a planned community. It is of a sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. The establishment of the District will prevent the general body of taxpayers in the City from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the District. The District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the District will provide a perpetual entity

capable of making reasonable provisions for the operation and maintenance of the District's services and facilities.

e. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the City Commission of the City of Leesburg, Florida to:

a. schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), Florida Statutes (2021);

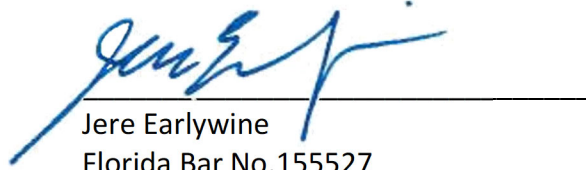
b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, Florida Statutes;

c. consent to the District exercise of certain additional powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for parks and facilities for indoor and outdoor recreational, cultural, and educational uses, and for security, all as authorized and described by Sections 190.012 (2)(a) and 190.012(2)(d), Florida Statutes (2021).

[CONTINUED ON FOLLOWING PAGE]

RESPECTFULLY SUBMITTED, this 13th day of October, 2022.

KE LAW GROUP, PLLC



Jere Earlywine

Florida Bar No.155527

jere@kelawgroup.com

KE LAW GROUP, PLLC

2016 Delta Boulevard, Suite 101

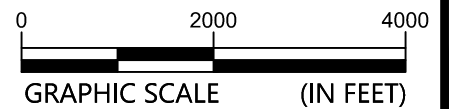
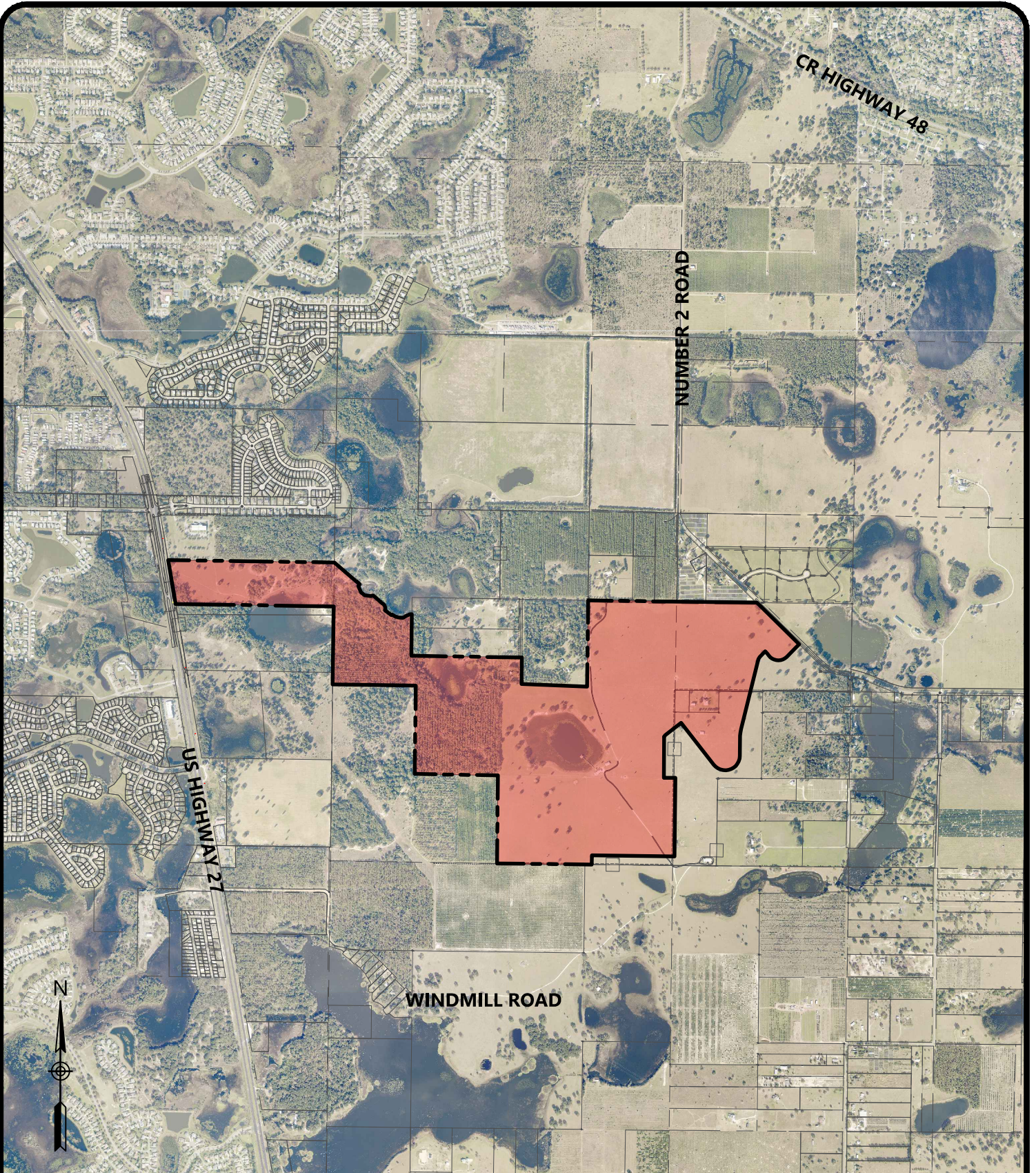
Tallahassee, Florida 32303

(850) 528-6152 (telephone)

Attorneys for Petitioner

EXHIBIT 1

Drawing Path: T:\Trans\Projects\2022\22840012_Marsan_Bellaviva CDD_Leesburg\4 Trans\Graphics\Bellaviva_Exhibits.dwg



GENERAL LOCATION MAP

BELLAVIVA AT WHISPERING HILLS CDD
LEESBURG, FLORIDA

SCALE:
NOTED
DATE:
10-12-22
PROJECT NUMBER
22840012

EXHIBIT 2

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH

LEGAL DESCRIPTION:

A parcel of land lying and being in Section 25, Township 20 South, Range 24 East and Sections 29 and 30, Township 20 South, Range 25 East, Lake County, Florida, being more particularly described as follows:

Begin at the Southeast corner of the North 660.16 feet of the South 1660.23 feet of the Northeast 1/4 of Section 25, Township 20 South, Range 24 East, the same being on the West line of Section 30, Township 20 South, Range 25 East; thence departing said West line, run N89°06'05"W, along the South line of said North 660.16 feet of the South 1660.23 feet of the Northeast 1/4 of Section 25, a distance of 2,388.91 feet to the intersection with the Easterly Right of Way line of U.S. Highway 27; thence N09°41'21"W, along said Easterly Right of Way line, a distance of 672.55 feet to the intersection with the North line of the South 1660.23 feet of the Northeast 1/4 of said Section 25; thence S89°09'06"E, along said North line, a distance of 2,511.43 feet to the East line of said Section 25 and the West line of the aforementioned Section 30, Township 20 South, Range 25 East; thence departing said line, run S49°11'12"E, a distance of 444.67 feet; thence N41°21'09"E, a distance of 4.49 feet; thence S49°45'56"E, a distance of 60.01 feet; thence S41°21'09"W, a distance of 35.85 feet; thence S23°03'53"E, a distance of 104.58 feet; thence S50°51'11"E, a distance of 69.08 feet; thence S82°09'58"E, a distance of 98.29 feet; thence N75°30'16"E, a distance of 35.35 feet; thence S48°45'23"E, a distance of 179.42 feet to a Point on a Non-Tangent Curve, Concave to the West, having a Radius of 84.46 feet and a Central Angle of 83°54'28"; thence run Southerly along the arc of said curve, a distance of 123.68 feet (Chord Bearing = S21°44'11"E, Chord = 112.92 feet); thence S52°28'12"E, a distance of 122.71 feet; thence N41°21'09"E, a distance of 14.45 feet; thence S58°28'55"E, a distance of 53.38 feet; thence S72°02'45"E, a distance of 56.31 feet; thence S86°01'35"E, a distance of 70.39 feet; thence N56°20'56"E, a distance of 54.37 feet; thence N69°04'15"E, a distance of 63.35 feet; thence N84°26'00"E, a distance of 26.89 feet to the intersection with the East line of the West 1/2 of U.S. Government Lot 2 of said Section 30, Township 20 South, Range 25 East; thence S00°40'53"W, along said East line, a distance of 627.99 feet; thence departing said East line, run S89°02'40"E, a distance of 1,668.54 feet to the intersection with the West line of those lands described in Official Records Book 855, Page 1697 of the Public Records of Lake County, Florida; thence S00°47'05"W, along said West line, a distance of 397.93 feet to the South line of said Lands; thence S87°38'35"E, East along said South line, a distance of 989.73 feet to the West line of the Southeast 1/4 of the Northeast 1/4 of the aforesaid Section 30; thence N00°47'51"E, along said West line, a distance of 1,303.73 feet to the Northwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 30; thence S89°04'31"E, along the North line of the Southeast 1/4 of the Northeast 1/4 of said Section 30, a distance of 1,335.33 feet to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 30; thence S89°20'35"E, a distance of 1,211.92 feet to the West Right of Way line of Number 2 Road, as recorded in Official Records Book 2687, Page 2287 of the Public Records of Lake County, Florida; thence S45°22'24"E, along said West Right of Way line, a distance of 896.50 feet; thence departing said West Right of Way line, run S44°37'36"W, a distance of 75.00 feet; thence S44°41'00"W, a distance of

REQUESTED BY: BELLAVIVA WHISPERING HILLS, LLC

SHEET 1 OF 16

DATE OF SURVEY	10/7/2022	REVISIONS
SCALE	1" = 100'	
F.B.	PAGE	
SECTION	25 TWP. 20 S., RNG. 24 E. &	
SECTIONS	29 & 30 TWP. 20 S., RNG. 25 E.	
JOB NO.	22-515	

JOHNSTON'S
SURVEYING INC.

900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

R.D.B.

10-12-2022

RICHARD D. BROWN, P.S.M. #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH

LEGAL DESCRIPTION CONTINUED:

160.67 feet to a Point on a Non-Tangent Curve, Concave to the North, having a Radius of 185.00 feet and a Central Angle of 115°21'08"; thence run Westerly along the arc of said curve, a distance of 372.46 feet (Chord Bearing = N85°14'59"W, Chord = 312.67 feet); thence N45°22'24"W, a distance of 50.10 feet; thence S44°37'36"W, a distance of 118.87 feet; thence S27°47'44"W, a distance of 40.34 feet; thence S13°53'15"W, a distance of 1,080.00 feet; thence S12°58'31"W, a distance of 55.00 feet; thence S05°48'38"W, a distance of 50.00 feet; thence S00°33'16"W, a distance of 305.21 feet to the Point of Curvature of a curve, Concave to the North, having a Radius of 220.00 feet and a Central Angle of 141°22'21"; thence run Westerly along the Arc of said curve, a distance of 542.83 feet (Chord Bearing = S71°14'27"W, Chord = 415.24 feet); thence N38°04'23"W, a distance of 803.16 feet; thence S51°55'37"W, a distance of 304.46 feet; thence S31°04'42"W, a distance of 27.64 feet; thence S00°33'16"W, a distance of 618.13 feet; thence S89°26'44"E, a distance of 174.40 feet; thence S00°43'15"W, a distance of 1,185.15 feet; thence N89°16'42"W, a distance of 1,246.05 feet; thence S00°43'18"W, a distance of 138.74 feet to the South line of the aforementioned Section 30, Township 20 South, Range 25 East; thence N89°22'10"W, along said South line, a distance of 1,432.38 feet to the Southwest corner of the Southeast 1/4 of said Section 30; thence departing said South line, run N00°37'56"E, along the West line of said Southeast 1/4 of Section 30, a distance of 1,330.51 feet to the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 30; thence N89°01'24"W, along said South line, a distance of 1,256.29 feet to the West line of said Northeast 1/4 of the Southwest 1/4; thence N00°39'35"E, along said West line, a distance of 1,331.96 feet; thence N88°57'18"W, a distance of 70.49 feet to the Southeast corner of the West 1/2 of U.S. Government Lot 2; thence N89°08'43"W, along the South line of said U.S. Government Lot 2, a distance of 1,185.10 feet to the Southwest corner of said U.S. Government Lot 2 and the West line of the aforesaid Section 30 and the East line of the aforementioned Section 25, Township 20 South, Range 24 East; thence N00°48'27"E, along said line, a distance of 1,177.95 feet to the Point of Beginning.

Subject to Right of Ways recorded in Official Records Book 344, Page 455 and Official Records Book 3629, Page 1415, as Recorded in the Public Records of Lake County, Florida.

Containing 17,003,899 square feet or 390.36 acres, more or less.

SURVEYOR'S NOTES:

- 1.) BEARINGS AS SHOWN HEREON ARE BASED ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 27, BEING AN ASSUMED BEARING OF N09°41'21"W.
- 2.) THIS DRAWING REPRESENTS A SKETCH OF DESCRIPTION AND IS NOT A BOUNDARY SURVEY.
- 3.) NO CORNERS WERE SET AS A PART OF THIS SKETCH.

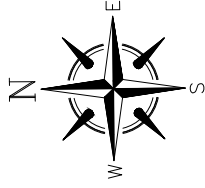
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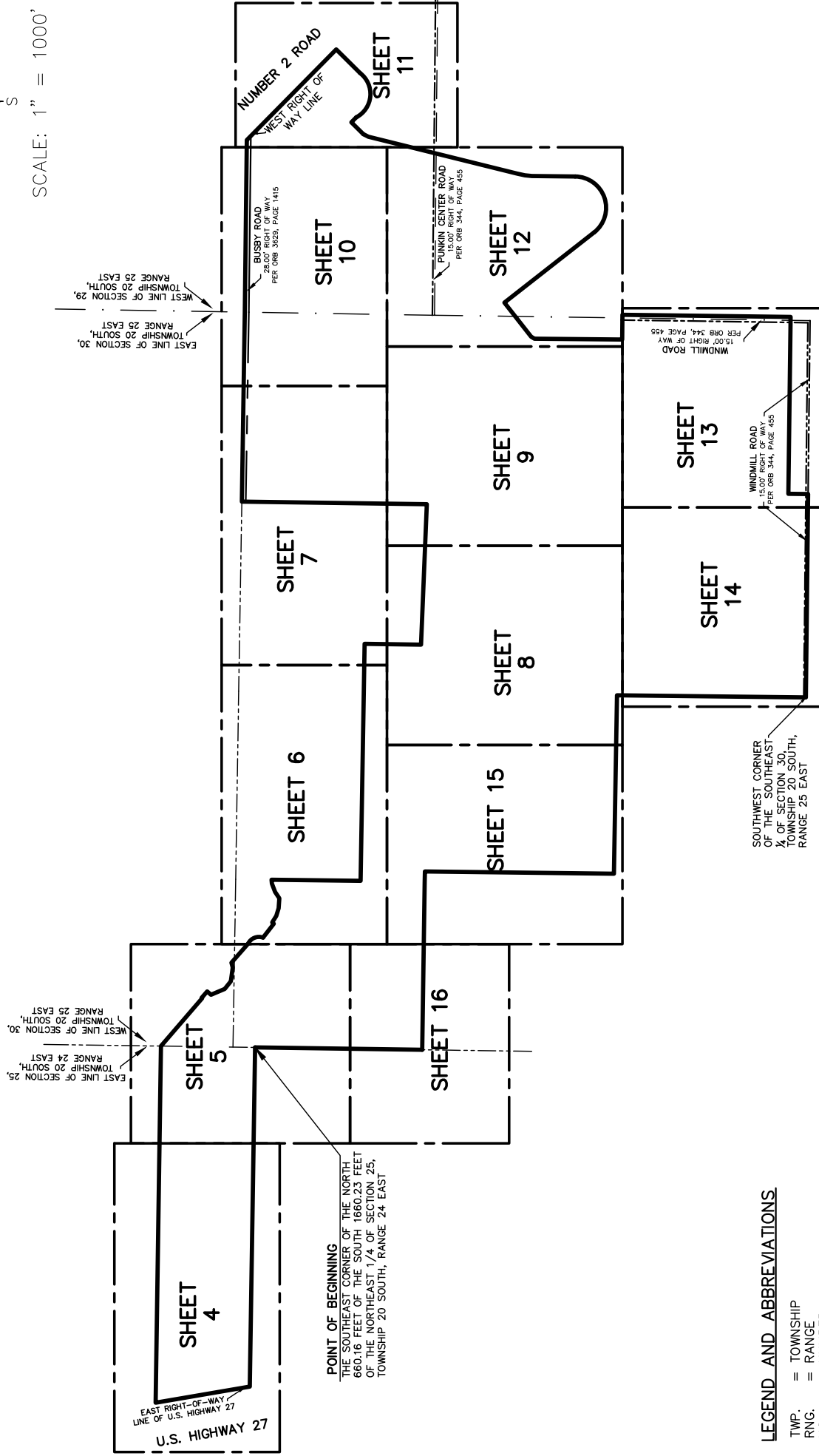
SHEET 2 OF 16

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH



SCALE: 1" = 1000'



LEGEND AND ABBREVIATIONS

TWP. = TOWNSHIP
RNG. = RANGE
NO. = NUMBER
LB = LICENSED BUSINESS
R/W = RIGHT OF WAY
P.S.M. = PROFESSIONAL
SURVEYOR AND MAPPER
TEL. = TELEPHONE
F.B. = FIELD BOOK
P.B. = PLAT BOOK
± = PLUS OR MINUS
& = AND

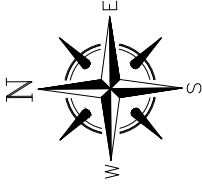
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SHEET 3 OF 16

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH



SCALE: 1" = 200'

UNPLATTED

S89°09'06"E 2511.43'

NORTH LINE OF THE SOUTH 1660.23 FEET OF THE NORTHEAST 1/4 OF
SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST

SEE SHEET 5 OF 16

N89°06'05"W 2388.91'

UNPLATTED

SOUTH LINE OF THE NORTH 660.16 FEET OF THE SOUTH
1660.23 FEET OF THE NORTHEAST 1/4 OF SECTION 25,
TOWNSHIP 20 SOUTH, RANGE 24 EAST

N09°41'21"W 672.55'
(BEARING BASIS)
U.S. HIGHWAY 27
EAST RIGHT-OF-WAY LINE
OF U.S. HIGHWAY 27

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P.S.M. = PROFESSIONAL
SURVEYOR AND MAPPER
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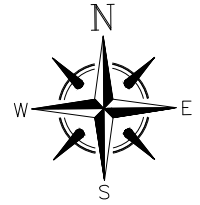
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SHEET 4 OF 16

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH



SCALE: 1" = 200'

UNPLATTED

S89°09'06"E 2511.43'

NORTH LINE OF THE SOUTH 1660.23 FEET OF THE
NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH,
RANGE 24 EAST

EAST LINE OF SECTION 25, TOWNSHIP 20
SOUTH, RANGE 24 EAST

WEST LINE OF SECTION 30, TOWNSHIP
20 SOUTH, RANGE 25 EAST

S49°11'12"E 444.67'

N41°21'09"E

4.49'

S49°45'56"E

60.01'

S41°21'09"W

35.85'

S23°03'53"E

104.58'

S50°51'11"E

69.08'

S82°09'58"E

98.29'

N75°30'16"E

35.35'

S48°45'23"E

179.42'

N89°06'05"W 2388.91'

POINT OF BEGINNING

THE SOUTHEAST CORNER OF THE NORTH 660.16 FEET OF
THE SOUTH 1660.23 FEET OF THE NORTHEAST 1/4 OF
SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST

UNPLATTED

N00°48'27"E 1177.95'

WEST LINE OF SECTION 30, TOWNSHIP
20 SOUTH, RANGE 25 EAST

LEGEND AND ABBREVIATIONS

TWP.	= TOWNSHIP
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TEL.	= TELEPHONE
F.B.	= FIELD BOOK
P.B.	= PLAT BOOK
±	= PLUS OR MINUS
&	= AND

SEE SHEET 16 OF 16

SEE SHEET 6 OF 16

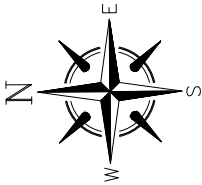
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SHEET 5 OF 16

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH



SCALE: 1" = 200'

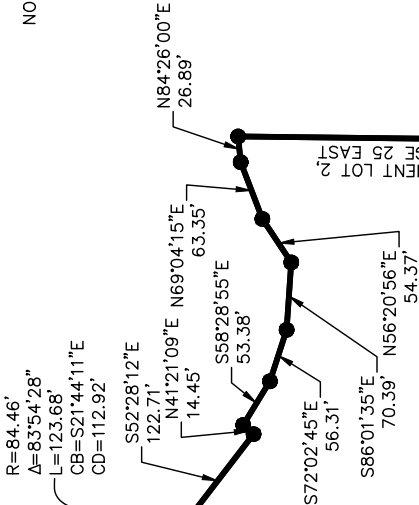
SOUTH LINE OF U.S. GOVERNMENT LOT 1, SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST

NORTH LINE OF U.S. GOVERNMENT LOT 2, SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST

UNPLATTED

SEE SHEET 5 OF 16

EAST LINE OF WEST 1/2 OF U.S. GOVERNMENT LOT 2,
SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST



LEGEND AND ABBREVIATIONS

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- F.B. = FIELD BOOK
- P.B. = PLAT BOOK
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- & = AND

SEE SHEET 16 OF 16

S89°02'40"E 1668.54'

LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4835, PAGE 560
NOT A PART OF THIS SURVEY

SEE SHEET 8 OF 16

SEE SHEET 15 OF 16

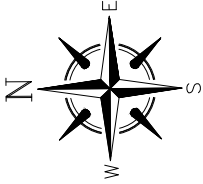
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SHEET 6 OF 16

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH



SCALE: 1" = 200'

THE NORTHWEST CORNER OF THE SOUTHEAST 1/4
OF THE NORTHEAST 1/4 OF SECTION 30,
TOWNSHIP 20 SOUTH, RANGE 25 EAST

UNPLATTED

28.0'

S89°04'31"E 1335.33'

BUSBY ROAD

28.00' RIGHT OF WAY

PER ORB 3629, PAGE 1415

NORTH LINE OF THE SOUTHEAST
1/4 OF THE NORTHEAST 1/4
OF SECTION 30, TOWNSHIP 20
SOUTH, RANGE 25 EAST

SEE SHEET 10 OF 16

UNPLATTED

WEST LINE OF SOUTHEAST 1/4 OF
NORTHEAST 1/4, SECTION 30, TOWNSHIP
20 SOUTH, RANGE 25 EAST

N00°47'51"E 1303.73'

INTERSECTION WITH
WEST LINE OF LANDS
DESCRIBED IN
ORB 855, PAGE 1697

S00°47'05"W 397.93'

WEST LINE OF LANDS DESCRIBED
IN ORB 855, PAGE 1697

SEE SHEET 6 OF 16

SEE SHEET 8 OF 16

SEE SHEET 9 OF 16

LEGEND AND ABBREVIATIONS

- TWP. = TOWNSHIP
- RNG. = RANGE
- NO. = NUMBER
- LB. = LICENSED BUSINESS
- R/W = RIGHT OF WAY
- P.S.M. = PROFESSIONAL
SURVEYOR AND MAPPER
- TEL. = TELEPHONE
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- & = AND

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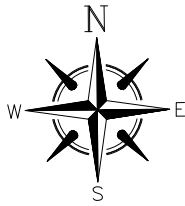
SHEET 7 OF 16

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH

SEE SHEET 6 OF 16

SEE SHEET 7 OF 16



SCALE: 1" = 200'

WEST LINE OF LANDS DESCRIBED
IN ORB 855, PAGE 1697
S00°47'05"W 397.93'

SOUTH LINE OF LANDS DESCRIBED
IN ORB 855, PAGE 1697

S87°38'35"E 989.73'

SEE SHEET 15 OF 16

SEE SHEET 9 OF 16

SOUTH LINE OF THE
NORTHEAST 1/4 SOUTHWEST
1/4 OF SECTION 30,
TOWNSHIP 20 SOUTH,
RANGE 25 EAST

N89°01'24"W 1256.29'

SEE SHEET 14 OF 16

LEGEND AND ABBREVIATIONS

TWP.	= TOWNSHIP
RNG.	= RANGE
NO.	= NUMBER
LB	= LICENSED BUSINESS
R/W	= RIGHT OF WAY
P.S.M.	= PROFESSIONAL SURVEYOR AND MAPPER
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±	= PLUS OR MINUS
&	= AND

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SHEET 8 OF 16

SKETCH OF DESCRIPTION

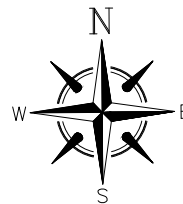
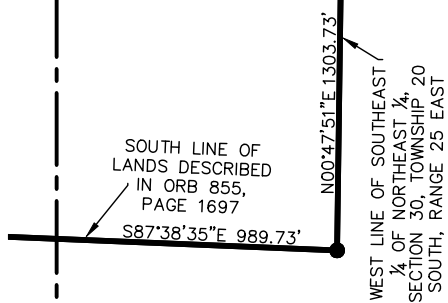
SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION

SEE SHEET 3 OF 16 FOR OVERALL SKETCH

SEE SHEET 4-16 OF 16 FOR SKETCH

SEE SHEET 7 OF 16

SEE SHEET 10 OF 16



SCALE: 1" = 200'

SEE SHEET 8 OF 16

SEE SHEET 12 OF 16

LEGEND AND ABBREVIATIONS

TWP.	= TOWNSHIP
RNG.	= RANGE
NO.	= NUMBER
LB	= LICENSED BUSINESS
R/W	= RIGHT OF WAY
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TEL.	= TELEPHONE
F.B.	= FIELD BOOK
P.B.	= PLAT BOOK
±	= PLUS OR MINUS
&	= AND

SEE SHEET 14 OF 16

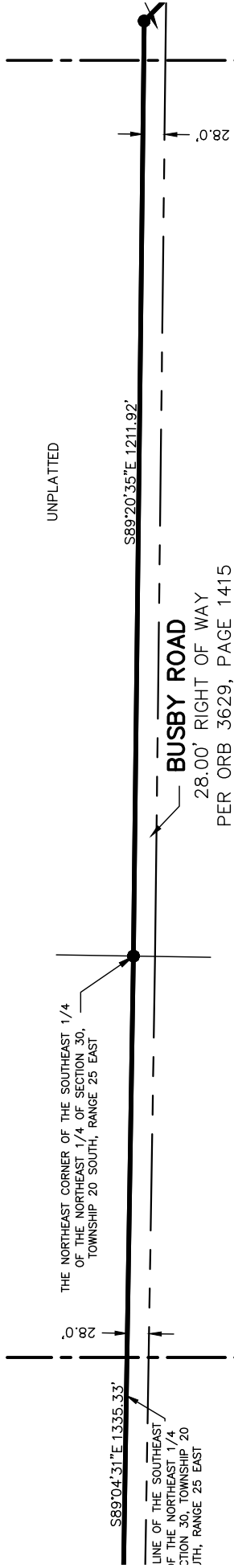
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SHEET 9 OF 16

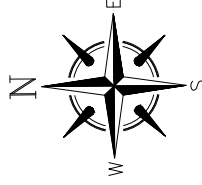
SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH



SEE SHEET 7 OF 16

EAST LINE OF SECTION 30,
TOWNSHIP 20 SOUTH,
RANGE 25 EAST



SCALE: 1" = 200'

LEGEND AND ABBREVIATIONS

- TWP. = TOWNSHIP
- RNG. = RANGE
- NO. = NUMBER
- LB. = LICENSED BUSINESS
- R/W = RIGHT OF WAY
- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- TEL. = TELEPHONE
- F.B. = FIELD BOOK
- P.B. = PLAT BOOK
- ± = PLUS OR MINUS
- & = AND

SEE SHEET 9 OF 16

SEE SHEET 12 OF 16

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SHEET 10 OF 16

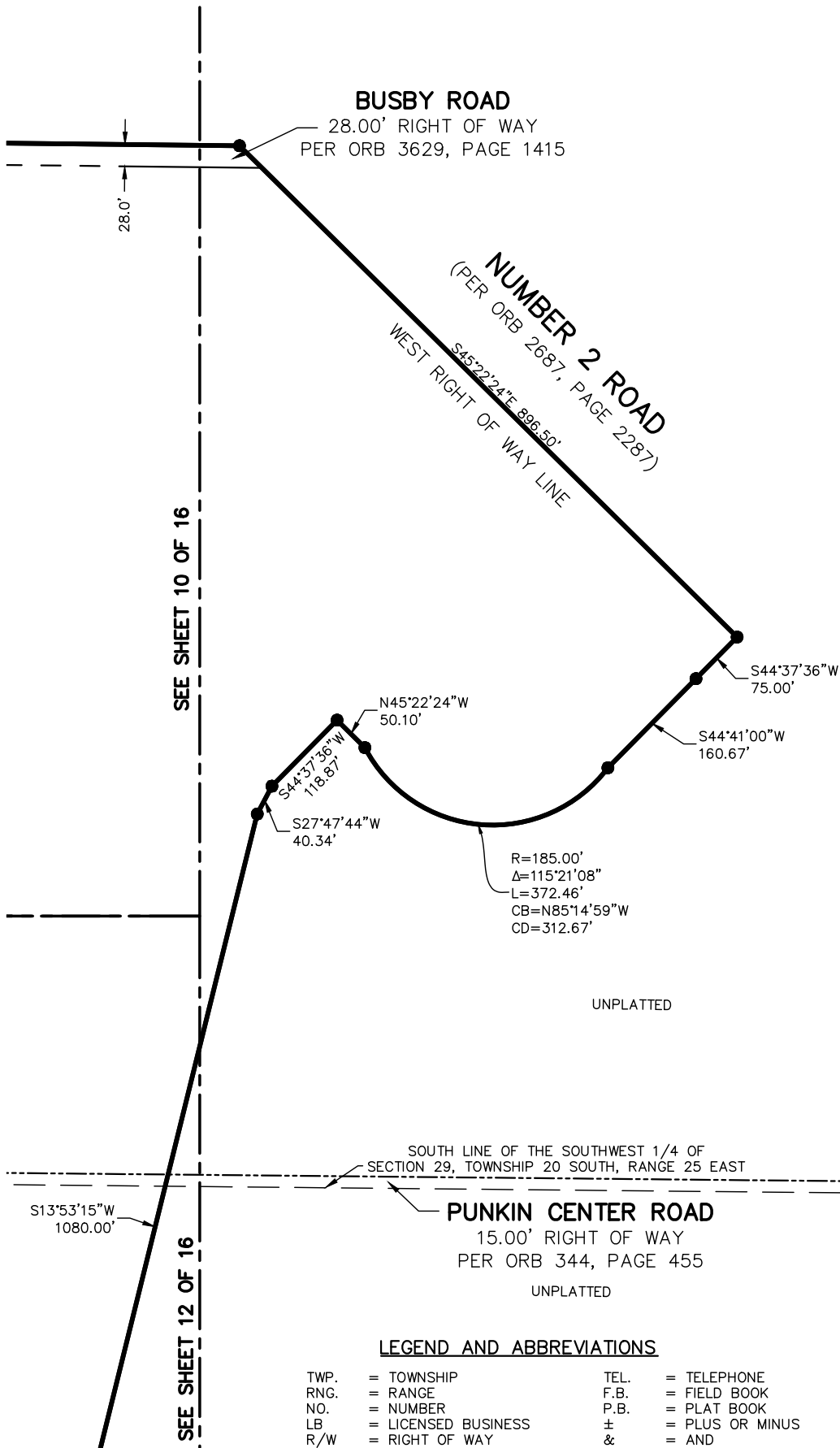
SEE SHEET 11 OF 16

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH



SCALE: 1" = 200'



LEGEND AND ABBREVIATIONS

TWP.	= TOWNSHIP	TEL.	= TELEPHONE
RNG.	= RANGE	F.B.	= FIELD BOOK
NO.	= NUMBER	P.B.	= PLAT BOOK
LB	= LICENSED BUSINESS	±	= PLUS OR MINUS
R/W	= RIGHT OF WAY	&	= AND
P.S.M.	= PROFESSIONAL SURVEYOR AND MAPPER		

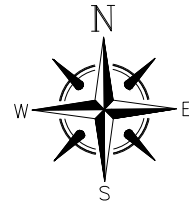
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Tel. (407) 847-2179 Fax (407) 847-6140

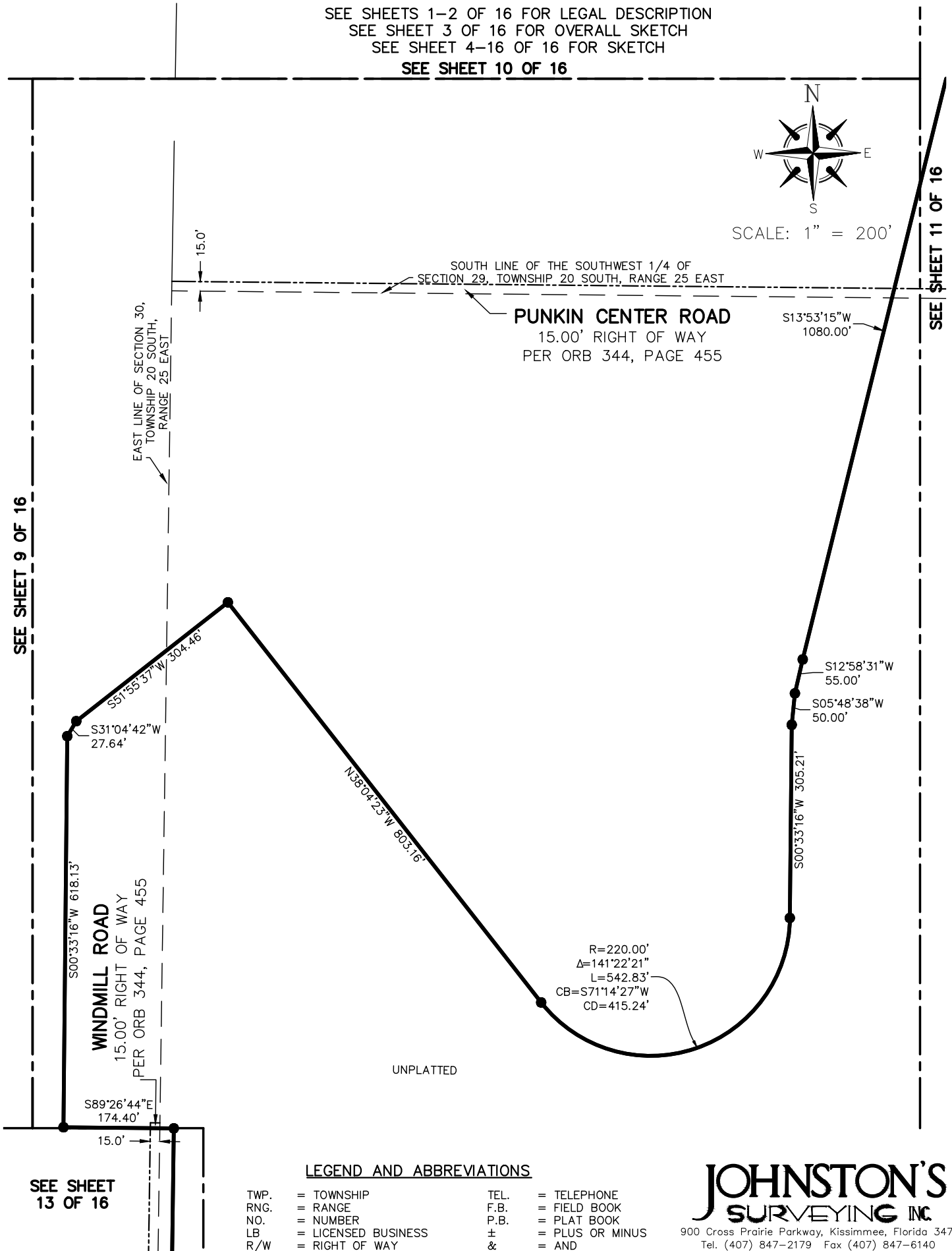
SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH

SEE SHEET 10 OF 16



SCALE: 1" = 200'

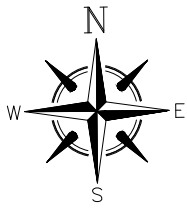


LEGEND AND ABBREVIATIONS

TWP.	= TOWNSHIP	TEL.	= TELEPHONE
RNG.	= RANGE	F.B.	= FIELD BOOK
NO.	= NUMBER	P.B.	= PLAT BOOK
LB	= LICENSED BUSINESS	±	= PLUS OR MINUS
R/W	= RIGHT OF WAY	&	= AND
P.S.M.	= PROFESSIONAL SURVEYOR AND MAPPER		

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SHEET 12 OF 16



SCALE: 1" = 200'

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION

SEE SHEET 3 OF 16 FOR OVERALL SKETCH

SEE SHEET 4-16 OF 16 FOR SKETCH

SEE SHEET 9 OF 16

SEE SHEET
12 OF 16

S89°26'44"E
174.40'

15.0'

SEE SHEET 14 OF 16

EAST LINE OF SECTION 30,
TOWNSHIP 20 SOUTH,
RANGE 25 EAST

WINDMILL ROAD
15.00' RIGHT OF WAY
PER ORB 344, PAGE 455

S00°43'15"W 1185.15'
UNPLATTED

S00°43'18"W
138.74'

N89°16'42"W 1246.05'

15.0'

WINDMILL ROAD

15.00' RIGHT OF WAY
PER ORB 344, PAGE 455

UNPLATTED

LEGEND AND ABBREVIATIONS

TWP.	= TOWNSHIP	TEL.	= TELEPHONE
RNG.	= RANGE	F.B.	= FIELD BOOK
NO.	= NUMBER	P.B.	= PLAT BOOK
LB	= LICENSED BUSINESS	±	= PLUS OR MINUS
R/W	= RIGHT OF WAY	&	= AND
P.S.M.	= PROFESSIONAL SURVEYOR AND MAPPER		

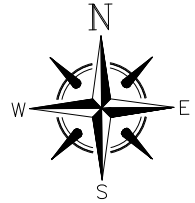
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SURVEYING INC.

900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

SHEET 13 OF 16

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH



SCALE: 1" = 200'

SEE SHEET 8 OF 16

SEE SHEET
9 OF 16

UNPLATTED

N00°37'56"E 1330.51'

WEST LINE OF THE SOUTHEAST 1/4 OF
SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25
EAST

SEE SHEET 13 OF 16

SOUTHWEST CORNER OF THE
SOUTHEAST 1/4 OF SECTION 30,
TOWNSHIP 20 SOUTH, RANGE 25 EAST

SOUTH LINE OF SECTION 30,
TOWNSHIP 20 SOUTH, RANGE 25 EAST

WINDMILL ROAD

15.00' RIGHT OF WAY
PER ORB 344, PAGE 455

N89°22'10"W 1432.38'

UNPLATTED

LEGEND AND ABBREVIATIONS

TWP. = TOWNSHIP
RNG. = RANGE
NO. = NUMBER
LB. = LICENSED BUSINESS
R/W = RIGHT OF WAY
P.S.M. = PROFESSIONAL
SURVEYOR AND MAPPER

TEL. = TELEPHONE
F.B. = FIELD BOOK
P.B. = PLAT BOOK
± = PLUS OR MINUS
& = AND

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SURVEYING INC**

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SHEET 14 OF 16

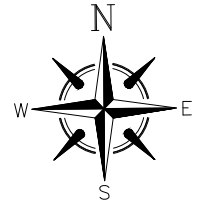
SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION

SEE SHEET 3 OF 16 FOR OVERALL SKETCH

SEE SHEET 4-16 OF 16 FOR SKETCH

SEE SHEET 6 OF 16



SCALE: 1" = 200'

SEE SHEET 16 OF 16

SEE SHEET 8 OF 16

SOUTH LINE OF U.S. GOVERNMENT
LOT No. 2, SECTION 30,
TOWNSHIP 20 SOUTH,
RANGE 25 EAST

N89°08'43"W 1185.10'

N88°57'18"W
70.49'

SOUTHEAST CORNER OF THE WEST 1/2
OF U.S. GOVERNMENT LOT No. 2,
SECTION 30, TOWNSHIP 20 SOUTH,
RANGE 25 EAST

UNPLATTED

N00°39'35"E 1331.96'

WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST

SOUTH LINE OF THE NORTHEAST 1/4 SOUTHWEST 1/4 OF
SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST

N89°01'24"W 1256.29'

LEGEND AND ABBREVIATIONS

TWP. = TOWNSHIP
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R/W = RIGHT OF WAY
P.S.M. = PROFESSIONAL
SURVEYOR AND MAPPER

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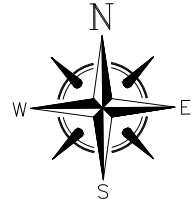
JOHNSTON'S
SURVEYING INC.

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Tel. (407) 847-2179 Fax (407) 847-6140

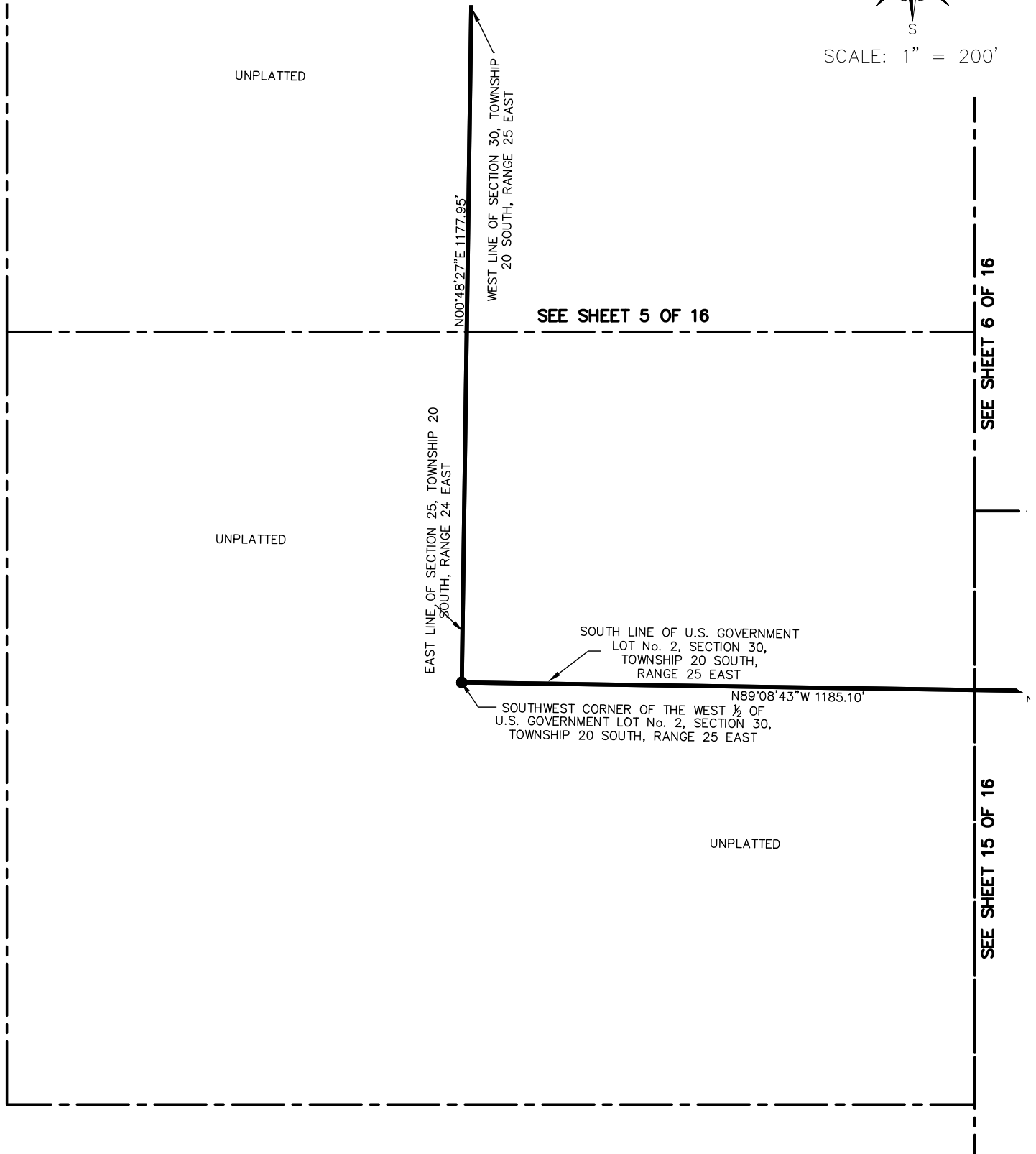
SHEET 15 OF 16

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH



SCALE: 1" = 200'



LEGEND AND ABBREVIATIONS

TWP.	= TOWNSHIP	TEL.	= TELEPHONE
RNG.	= RANGE	F.B.	= FIELD BOOK
NO.	= NUMBER	P.B.	= PLAT BOOK
LB	= LICENSED BUSINESS	±	= PLUS OR MINUS
R/W	= RIGHT OF WAY	&	= AND
P.S.M.	= PROFESSIONAL SURVEYOR AND MAPPER		

JOHNSTON'S
SURVEYING INC.

900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

EXHIBIT 3

This instrument was prepared by and
upon recording should be returned to:

KE LAW GROUP, PLLC
P.O. Box 6386
Tallahassee, Florida 32301

**Consent and Joinder of Landowner
to the Establishment of a Community Development District**

The undersigned landowners each own a portion of, and collectively all of, the lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

As owners of lands that are intended to constitute all or a part of the Community Development District, the undersigned landowners understand and acknowledge that pursuant to the provisions of Section 190.005, *Florida Statutes*, Petitioner is required to include the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned landowners hereby consent to the establishment of a Community Development District that will include the Property within the lands to be a part of the Community Development District and agree to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District.

The undersigned landowners acknowledge that the consent will remain in full force and effect until the Community Development District is established or three years from the date hereof, whichever shall first occur. The undersigned further agree that this consent shall be deemed to run with the Property and be binding upon the landowners and their successors and assigns as to the Property or portions thereof.

The undersigned landowners hereby represent and warrant that they have each taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officers executing this instrument.

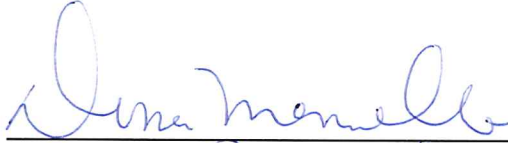
[SIGNATURE PAGE TO FOLLOW]

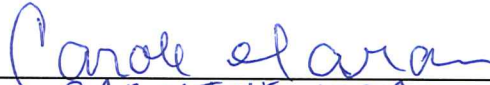
[SIGNATURE PAGE FOR CDD CONSENT AND JOINDER]

Executed this 1 day of September, ²⁰²²~~2021~~.

Witnessed:

BELLAVIVA AT WHISPERING HILLS, LLC

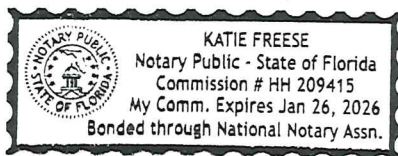

Print Name: Donna Mennello


BY: CAROLINE MARSAN
ITS: MANAGER


Print Name: Katie Freese

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1 day of September, 202²~~1~~, by Caroline Marsan, as Manager, of Bellaviva At Whispering Hills LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.




NOTARY PUBLIC, STATE OF Florida

Name: Katie Freese
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

SKETCH OF DESCRIPTION

EXHIBIT A

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH

LEGAL DESCRIPTION:

A parcel of land lying and being in Section 25, Township 20 South, Range 24 East and Sections 29 and 30, Township 20 South, Range 25 East, Lake County, Florida, being more particularly described as follows:

Begin at the Southeast corner of the North 660.16 feet of the South 1660.23 feet of the Northeast 1/4 of Section 25, Township 20 South, Range 24 East, the same being on the West line of Section 30, Township 20 South, Range 25 East; thence departing said West line, run N89°06'05"W, along the South line of said North 660.16 feet of the South 1660.23 feet of the Northeast 1/4 of Section 25, a distance of 2,388.91 feet to the intersection with the Easterly Right of Way line of U.S. Highway 27; thence N09°41'21"W, along said Easterly Right of Way line, a distance of 672.55 feet to the intersection with the North line of the South 1660.23 feet of the Northeast 1/4 of said Section 25; thence S89°09'06"E, along said North line, a distance of 2,511.43 feet to the East line of said Section 25 and the West line of the aforementioned Section 30, Township 20 South, Range 25 East; thence departing said line, run S49°11'12"E, a distance of 444.67 feet; thence N41°21'09"E, a distance of 4.49 feet; thence S49°45'56"E, a distance of 60.01 feet; thence S41°21'09"W, a distance of 35.85 feet; thence S23°03'53"E, a distance of 104.58 feet; thence S50°51'11"E, a distance of 69.08 feet; thence S82°09'58"E, a distance of 98.29 feet; thence N75°30'16"E, a distance of 35.35 feet; thence S48°45'23"E, a distance of 179.42 feet to a Point on a Non-Tangent Curve, Concave to the West, having a Radius of 84.46 feet and a Central Angle of 83°54'28"; thence run Southerly along the arc of said curve, a distance of 123.68 feet (Chord Bearing = S21°44'11"E, Chord = 112.92 feet); thence S52°28'12"E, a distance of 122.71 feet; thence N41°21'09"E, a distance of 14.45 feet; thence S58°28'55"E, a distance of 53.38 feet; thence S72°02'45"E, a distance of 56.31 feet; thence S86°01'35"E, a distance of 70.39 feet; thence N56°20'56"E, a distance of 54.37 feet; thence N69°04'15"E, a distance of 63.35 feet; thence N84°26'00"E, a distance of 26.89 feet to the intersection with the East line of the West 1/2 of U.S. Government Lot 2 of said Section 30, Township 20 South, Range 25 East; thence S00°40'53"W, along said East line, a distance of 627.99 feet; thence departing said East line, run S89°02'40"E, a distance of 1,668.54 feet to the intersection with the West line of those lands described in Official Records Book 855, Page 1697 of the Public Records of Lake County, Florida; thence S00°47'05"W, along said West line, a distance of 397.93 feet to the South line of said Lands; thence S87°38'35"E, East along said South line, a distance of 989.73 feet to the West line of the Southeast 1/4 of the Northeast 1/4 of the aforesaid Section 30; thence N00°47'51"E, along said West line, a distance of 1,303.73 feet to the Northwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 30; thence S89°04'31"E, along the North line of the Southeast 1/4 of the Northeast 1/4 of said Section 30, a distance of 1,335.33 feet to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 30; thence S89°20'35"E, a distance of 1,211.92 feet to the West Right of Way line of Number 2 Road, as recorded in Official Records Book 2687, Page 2287 of the Public Records of Lake County, Florida; thence S45°22'24"E, along said West Right of Way line, a distance of 896.50 feet; thence departing said West Right of Way line, run S44°37'36"W, a distance of 75.00 feet; thence S44°41'00"W, a distance of

REQUESTED BY: BELLAVIVA WHISPERING HILLS, LLC

SHEET 1 OF 16

DATE OF SURVEY	10/7/2022	REVISIONS
SCALE	1" = 100'	
F.B.	PAGE	
SECTION	25 TWP. 20 S., RNG. 24 E. &	
SECTIONS	29 & 30 TWP. 20 S., RNG. 25 E.	
JOB NO.	22-515	

JOHNSTON'S
SURVEYING INC.

900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

R.D.B.

10-12-2022

RICHARD D. BROWN, P.S.M. #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH

LEGAL DESCRIPTION CONTINUED:

160.67 feet to a Point on a Non-Tangent Curve, Concave to the North, having a Radius of 185.00 feet and a Central Angle of $115^{\circ}21'08''$; thence run Westerly along the arc of said curve, a distance of 372.46 feet (Chord Bearing = $N85^{\circ}14'59''W$, Chord = 312.67 feet); thence $N45^{\circ}22'24''W$, a distance of 50.10 feet; thence $S44^{\circ}37'36''W$, a distance of 118.87 feet; thence $S27^{\circ}47'44''W$, a distance of 40.34 feet; thence $S13^{\circ}53'15''W$, a distance of 1,080.00 feet; thence $S12^{\circ}58'31''W$, a distance of 55.00 feet; thence $S05^{\circ}48'38''W$, a distance of 50.00 feet; thence $S00^{\circ}33'16''W$, a distance of 305.21 feet to the Point of Curvature of a curve, Concave to the North, having a Radius of 220.00 feet and a Central Angle of $141^{\circ}22'21''$; thence run Westerly along the Arc of said curve, a distance of 542.83 feet (Chord Bearing = $S71^{\circ}14'27''W$, Chord = 415.24 feet); thence $N38^{\circ}04'23''W$, a distance of 803.16 feet; thence $S51^{\circ}55'37''W$, a distance of 304.46 feet; thence $S31^{\circ}04'42''W$, a distance of 27.64 feet; thence $S00^{\circ}33'16''W$, a distance of 618.13 feet; thence $S89^{\circ}26'44''E$, a distance of 174.40 feet; thence $S00^{\circ}43'15''W$, a distance of 1,185.15 feet; thence $N89^{\circ}16'42''W$, a distance of 1,246.05 feet; thence $S00^{\circ}43'18''W$, a distance of 138.74 feet to the South line of the aforementioned Section 30, Township 20 South, Range 25 East; thence $N89^{\circ}22'10''W$, along said South line, a distance of 1,432.38 feet to the Southwest corner of the Southeast 1/4 of said Section 30; thence departing said South line, run $N00^{\circ}37'56''E$, along the West line of said Southeast 1/4 of Section 30, a distance of 1,330.51 feet to the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 30; thence $N89^{\circ}01'24''W$, along said South line, a distance of 1,256.29 feet to the West line of said Northeast 1/4 of the Southwest 1/4; thence $N00^{\circ}39'35''E$, along said West line, a distance of 1,331.96 feet; thence $N88^{\circ}57'18''W$, a distance of 70.49 feet to the Southeast corner of the West 1/2 of U.S. Government Lot 2; thence $N89^{\circ}08'43''W$, along the South line of said U.S. Government Lot 2, a distance of 1,185.10 feet to the Southwest corner of said U.S. Government Lot 2 and the West line of the aforesaid Section 30 and the East line of the aforementioned Section 25, Township 20 South, Range 24 East; thence $N00^{\circ}48'27''E$, along said line, a distance of 1,177.95 feet to the Point of Beginning.

Subject to Right of Ways recorded in Official Records Book 344, Page 455 and Official Records Book 3629, Page 1415, as Recorded in the Public Records of Lake County, Florida.

Containing 17,003,899 square feet or 390.36 acres, more or less.

SURVEYOR'S NOTES:

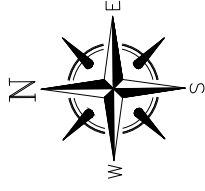
- 1.) BEARINGS AS SHOWN HEREON ARE BASED ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 27, BEING AN ASSUMED BEARING OF $N09^{\circ}41'21''W$.
- 2.) THIS DRAWING REPRESENTS A SKETCH OF DESCRIPTION AND IS NOT A BOUNDARY SURVEY.
- 3.) NO CORNERS WERE SET AS A PART OF THIS SKETCH.

JOHNSTON'S
SURVEYING INC.

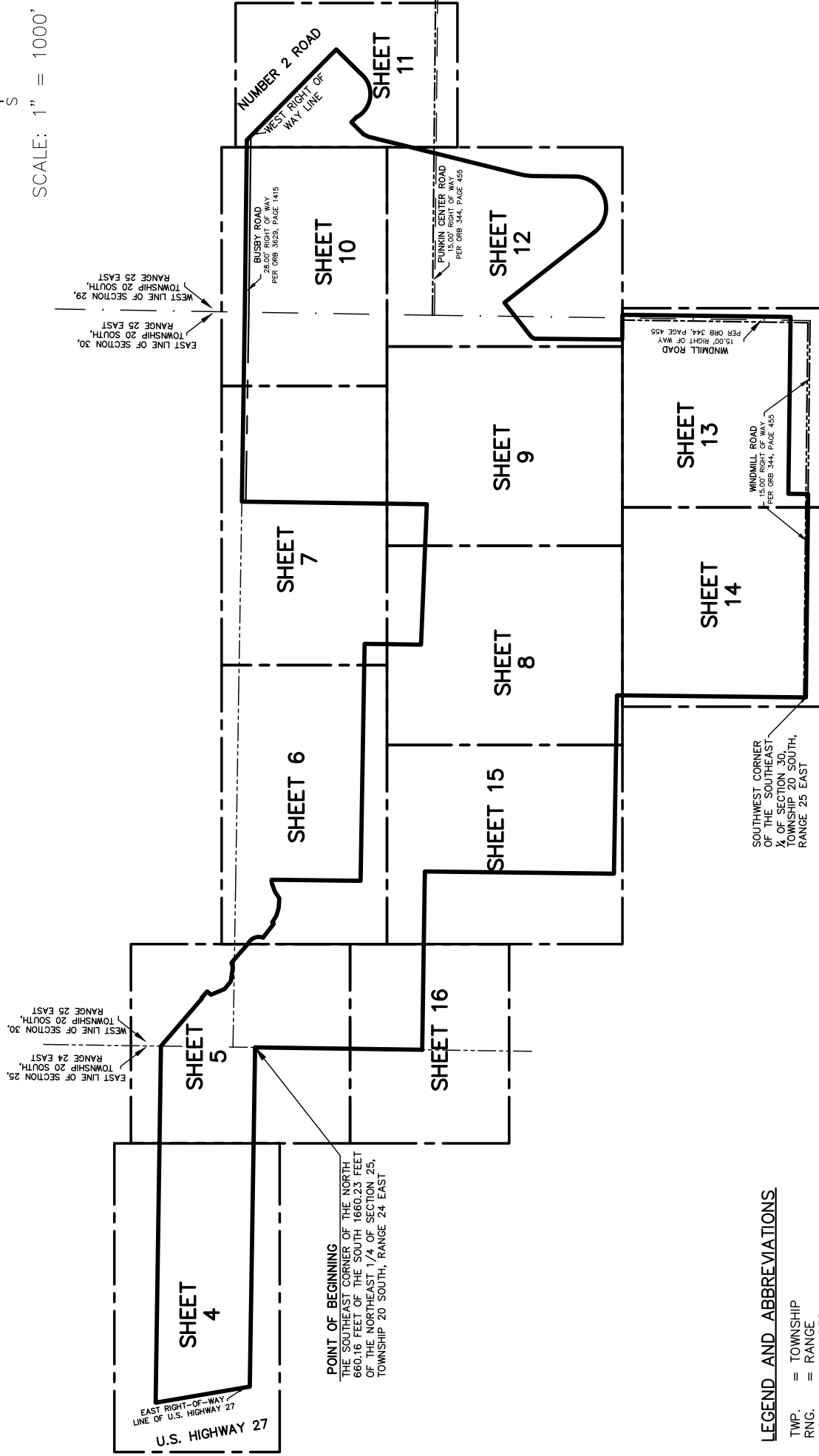
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH



SCALE: 1" = 1000'



LEGEND AND ABBREVIATIONS

TWP.	=	TOWNSHIP
RNG.	=	RANGE
NO.	=	NUMBER
LB	=	LICENSED BUSINESS
R/W	=	RIGHT OF WAY
P.S.M.	=	PROFESSIONAL SURVEYOR AND MAPPER
TEL.	=	TELEPHONE
F.B.	=	FIELD BOOK
P.B.	=	PLAT BOOK
±	=	PLUS OR MINUS
&	=	AND

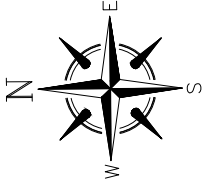
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SURVEYING INC.

900 Cross Prairie Parkway, Kissimmee, Florida 34744
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SHEET 3 OF 16

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH



SCALE: 1" = 200'

UNPLATTED

S89°09'06"E 2511.43'

NORTH LINE OF THE SOUTH 1660.23 FEET OF THE NORTHEAST 1/4 OF
SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST

SEE SHEET 5 OF 16

N89°06'05"W 2388.91'

UNPLATTED

SOUTH LINE OF THE NORTH 660.16 FEET OF THE SOUTH
1660.23 FEET OF THE NORTHEAST 1/4 OF SECTION 25,
TOWNSHIP 20 SOUTH, RANGE 24 EAST

N09°41'21"W 672.55'
(BEARING BASIS)
U.S. HIGHWAY 27
EAST RIGHT-OF-WAY LINE
OF U.S. HIGHWAY 27

LEGEND AND ABBREVIATIONS

TWP. = TOWNSHIP
RNG. = RANGE
NO. = NUMBER
LB. = LICENSED BUSINESS
R/W. = RIGHT OF WAY
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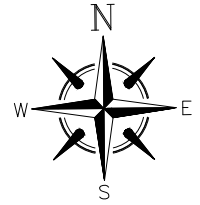
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SURVEYING INC.

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SHEET 4 OF 16

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH



SCALE: 1" = 200'

UNPLATTED

S89°09'06"E 2511.43'

NORTH LINE OF THE SOUTH 1660.23 FEET OF THE
NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH,
RANGE 24 EAST

EAST LINE OF SECTION 25, TOWNSHIP 20
SOUTH, RANGE 24 EAST

WEST LINE OF SECTION 30, TOWNSHIP
20 SOUTH, RANGE 25 EAST

S49°11'12"E 444.67'

N41°21'09"E

4.49'

S49°45'56"E

60.01'

S41°21'09"W

35.85'

S23°03'53"E

104.58'

S50°51'11"E

69.08'

S82°09'58"E

98.29'

N75°30'16"E

35.35'

S48°45'23"E

179.42'

N89°06'05"W 2388.91'

POINT OF BEGINNING

THE SOUTHEAST CORNER OF THE NORTH 660.16 FEET OF
THE SOUTH 1660.23 FEET OF THE NORTHEAST 1/4 OF
SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST

UNPLATTED

N00°48'27"E 1177.95'

WEST LINE OF SECTION 30, TOWNSHIP
20 SOUTH, RANGE 25 EAST

LEGEND AND ABBREVIATIONS

TWP.	= TOWNSHIP
RNG.	= RANGE
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SEE SHEET 16 OF 16

SEE SHEET 6 OF 16

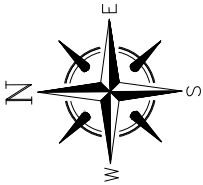
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SURVEYING INC

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Tel. (407) 847-2179 Fax (407) 847-6140

SHEET 5 OF 16

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH



SCALE: 1" = 200'

SOUTH LINE OF U.S. GOVERNMENT LOT 1, SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST

NORTH LINE OF U.S. GOVERNMENT LOT 2, SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST

UNPLATTED

SEE SHEET 5 OF 16

EAST LINE OF WEST 1/2 OF U.S. GOVERNMENT LOT 2,
SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST

LEGEND AND ABBREVIATIONS

- TWP. = TOWNSHIP
- RNG. = RANGE
- NO. = NUMBER
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- ± = PLUS OR MINUS
- & = AND

SEE SHEET 16 OF 16

SEE SHEET 8 OF 16

SEE SHEET 15 OF 16

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SHEET 6 OF 16

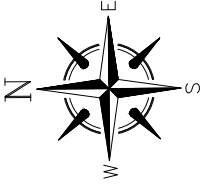
LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4835, PAGE 560
NOT A PART OF THIS SURVEY

S89°02'40"E 1668.54'

SEE SHEET 15 OF 16

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH



SCALE: 1" = 200'

THE NORTHWEST CORNER OF THE SOUTHEAST 1/4
OF THE NORTHEAST 1/4 OF SECTION 30,
TOWNSHIP 20 SOUTH, RANGE 25 EAST

UNPLATTED

28.0'

S89°04'31"E 1335.33'

BUSBY ROAD

28.00' RIGHT OF WAY

PER ORB 3629, PAGE 1415

NORTH LINE OF THE SOUTHEAST
1/4 OF THE NORTHEAST 1/4
OF SECTION 30, TOWNSHIP 20
SOUTH, RANGE 25 EAST

SEE SHEET 10 OF 16

UNPLATTED

WEST LINE OF SOUTHEAST 1/4 OF
NORTHEAST 1/4, SECTION 30, TOWNSHIP
20 SOUTH, RANGE 25 EAST

N00°47'51"E 1303.73'

INTERSECTION WITH
WEST LINE OF LANDS
DESCRIBED IN
ORB 855, PAGE 1697

WEST LINE OF LANDS DESCRIBED
IN ORB 855, PAGE 1697

S00°47'05"W 397.93'

SEE SHEET 8 OF 16

SEE SHEET 9 OF 16

LEGEND AND ABBREVIATIONS

- | | | |
|--------|---|-------------------------------------|
| TWP. | = | TOWNSHIP |
| RNG. | = | RANGE |
| NO. | = | NUMBER |
| LB. | = | LICENSED BUSINESS |
| R/W | = | RIGHT OF WAY |
| P.S.M. | = | PROFESSIONAL
SURVEYOR AND MAPPER |
| TEL. | = | TELEPHONE |
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| & | = | AND |

JOHNSTON'S
SURVEYING INC.

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SHEET 7 OF 16

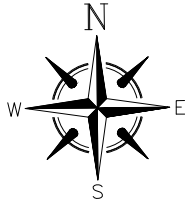
SEE SHEET 6 OF 16

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH

SEE SHEET 6 OF 16

SEE SHEET 7 OF 16



SCALE: 1" = 200'

WEST LINE OF LANDS DESCRIBED
IN ORB 855, PAGE 1697
S00°47'05"W 397.93'

SOUTH LINE OF LANDS DESCRIBED
IN ORB 855, PAGE 1697

S87°38'35"E 989.73'

SEE SHEET 15 OF 16

SEE SHEET 9 OF 16

SOUTH LINE OF THE
NORTHEAST 1/4 SOUTHWEST
1/4 OF SECTION 30,
TOWNSHIP 20 SOUTH,
RANGE 25 EAST

N89°01'24"W 1256.29'

SEE SHEET 14 OF 16

LEGEND AND ABBREVIATIONS

TWP.	= TOWNSHIP
RNG.	= RANGE
NO.	= NUMBER
LB	= LICENSED BUSINESS
R/W	= RIGHT OF WAY
P.S.M.	= PROFESSIONAL SURVEYOR AND MAPPER
TEL.	= TELEPHONE
F.B.	= FIELD BOOK
P.B.	= PLAT BOOK
±	= PLUS OR MINUS
&	= AND

JOHNSTON'S
SURVEYING INC

900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

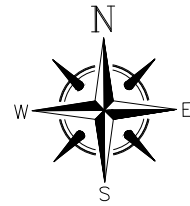
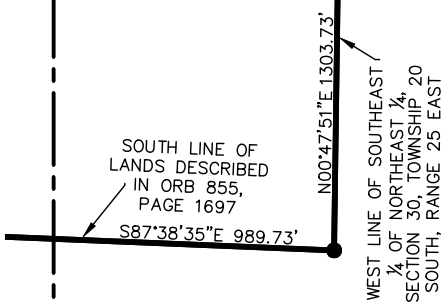
SHEET 8 OF 16

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH

SEE SHEET 7 OF 16

SEE SHEET 10 OF 16



SCALE: 1" = 200'

SEE SHEET 8 OF 16

SEE SHEET 12 OF 16

LEGEND AND ABBREVIATIONS

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SEE SHEET 14 OF 16

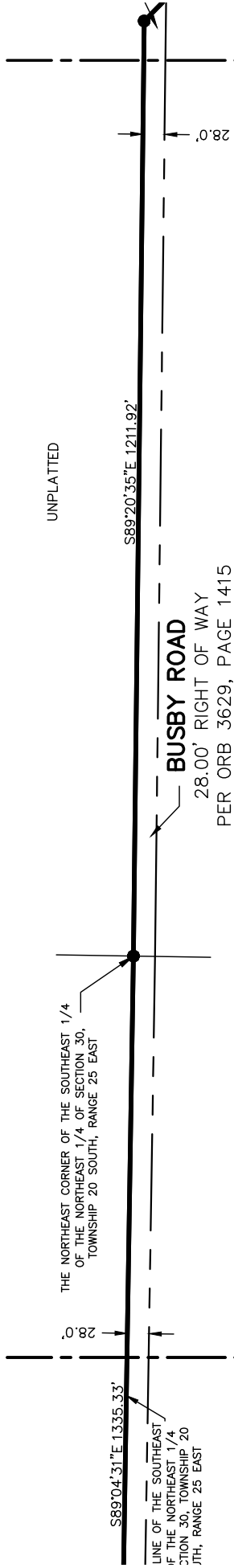
JOHNSTON'S
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SHEET 9 OF 16

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH

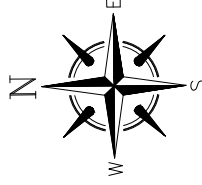


SEE SHEET 7 OF 16

SEE SHEET 9 OF 16

SEE SHEET 12 OF 16

SEE SHEET 11 OF 16



SCALE: 1" = 200'

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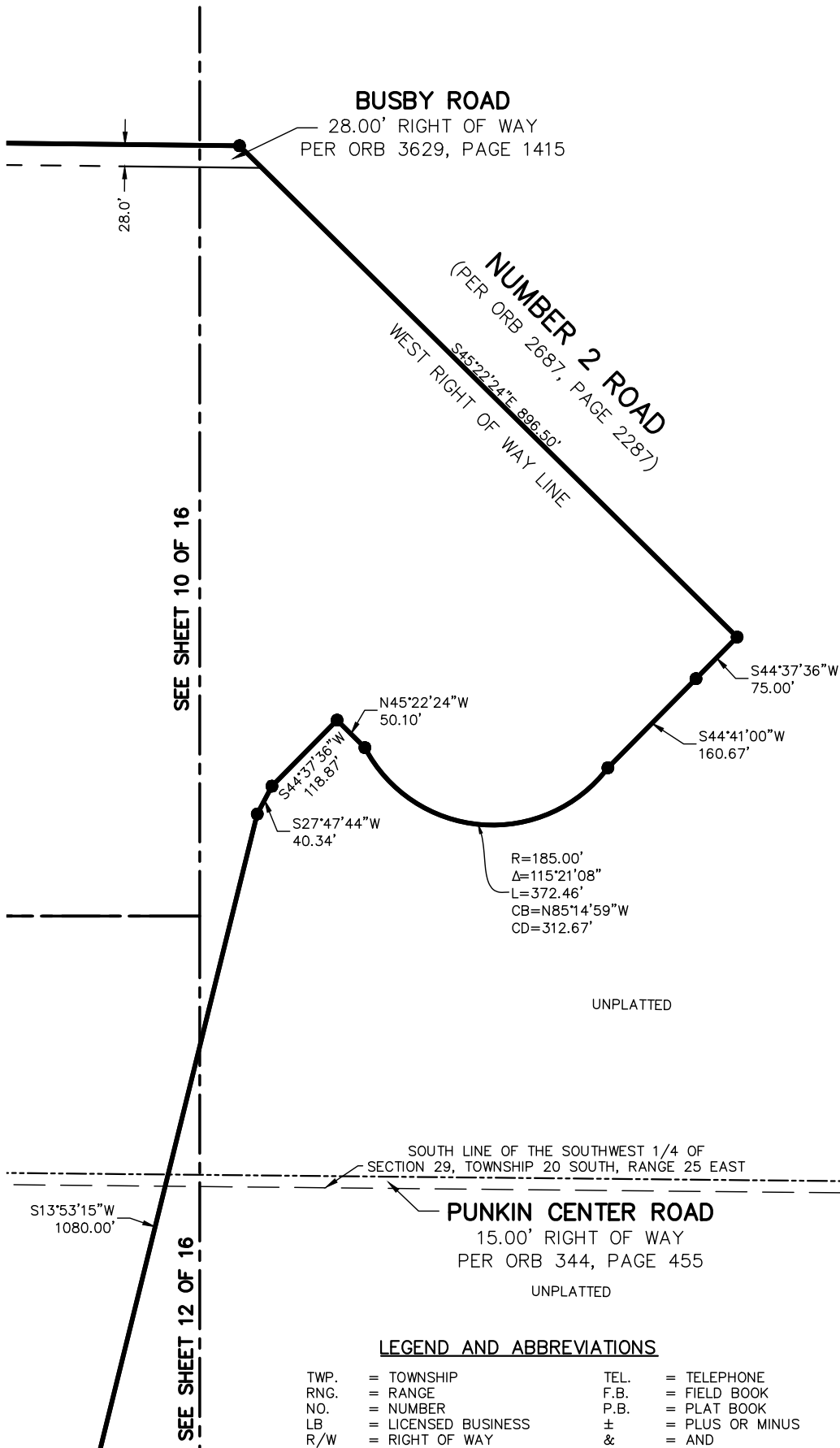
SHEET 10 OF 16

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH



SCALE: 1" = 200'



LEGEND AND ABBREVIATIONS

TWP.	= TOWNSHIP	TEL.	= TELEPHONE
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SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH

SEE SHEET 11 OF 16

PUNKIN CENTER ROAD
15.00' RIGHT OF WAY
PER ORB 344, PAGE 455

S13°53'15"W
1080.00'

LINE OF SECTION 30,
TOWNSHIP 20 SOUTH,
RANGE 25 EAST

15.0'

SEE SHEET 9 OF 16

S51°55'37"W 304.46'

S31°04'42"W
27.64'

S00°33'16"W 618.13'

WINDMILL ROAD

15.00' RIGHT OF WAY
PER ORB 344, PAGE 455

S89°26'44"E
174.40'

15.0' →

N38°04'23"W 803.16'

R=220.00'
 $\Delta=141^{\circ}22'21''$
 L=542.83'
 CB=S71°14'27"W
 CD=415.24'

S12°58'31"W
55.00'

S05°48'38"W
50.00'

S00°33'16"W 305.21'

UNPLATTED

TWP. = TOWNSHIP
RNG. = RANGE
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P.S.M. = PROFESSIONAL
SURVEYOR AND MAPPER

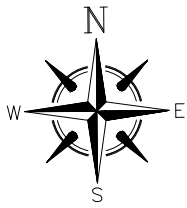
TEL. = TELEPHONE
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SHEET 12 OF 16

**SEE SHEET
13 OF 16**



SCALE: 1" = 200'

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION

SEE SHEET 3 OF 16 FOR OVERALL SKETCH

SEE SHEET 4-16 OF 16 FOR SKETCH

SEE SHEET 9 OF 16

SEE SHEET
12 OF 16

S89°26'44"E
174.40'

15.0'

SEE SHEET 14 OF 16

EAST LINE OF SECTION 30,
TOWNSHIP 20 SOUTH,
RANGE 25 EAST

WINDMILL ROAD
15.00' RIGHT OF WAY
PER ORB 344, PAGE 455

S00°43'15"W 1185.15'
UNPLATTED

S00°43'18"W
138.74'

N89°16'42"W 1246.05'

15.0'

WINDMILL ROAD

15.00' RIGHT OF WAY
PER ORB 344, PAGE 455

UNPLATTED

LEGEND AND ABBREVIATIONS

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& = AND

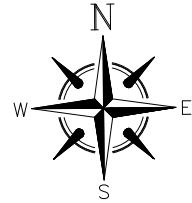
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Tel. (407) 847-2179 Fax (407) 847-6140

SHEET 13 OF 16

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH



SCALE: 1" = 200'

SEE SHEET 8 OF 16

SEE SHEET
9 OF 16

UNPLATTED

N00°37'56"E 1330.51'

WEST LINE OF THE SOUTHEAST 1/4 OF
SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25
EAST

SEE SHEET 13 OF 16

SOUTHWEST CORNER OF THE
SOUTHEAST 1/4 OF SECTION 30,
TOWNSHIP 20 SOUTH, RANGE 25 EAST

SOUTH LINE OF SECTION 30,
TOWNSHIP 20 SOUTH, RANGE 25 EAST

WINDMILL ROAD

15.00' RIGHT OF WAY
PER ORB 344, PAGE 455

N89°22'10"W 1432.38'

UNPLATTED

LEGEND AND ABBREVIATIONS

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SURVEYING INC**

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SHEET 14 OF 16

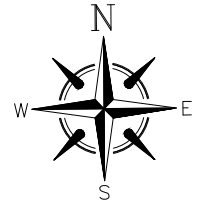
SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION

SEE SHEET 3 OF 16 FOR OVERALL SKETCH

SEE SHEET 4-16 OF 16 FOR SKETCH

SEE SHEET 6 OF 16



SCALE: 1" = 200'

SEE SHEET 16 OF 16

SEE SHEET 8 OF 16

SOUTH LINE OF U.S. GOVERNMENT
LOT No. 2, SECTION 30,
TOWNSHIP 20 SOUTH,
RANGE 25 EAST

N89°08'43"W 1185.10'

SOUTHEAST CORNER OF THE WEST 1/2
OF U.S. GOVERNMENT LOT No. 2,
SECTION 30, TOWNSHIP 20 SOUTH,
RANGE 25 EAST

N88°57'18"W
70.49'

UNPLATTED

N00°39'35"E 1331.96'

WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST

SOUTH LINE OF THE NORTHEAST 1/4 SOUTHWEST 1/4 OF
SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST

N89°01'24"W 1256.29'

LEGEND AND ABBREVIATIONS

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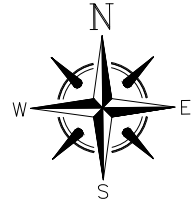
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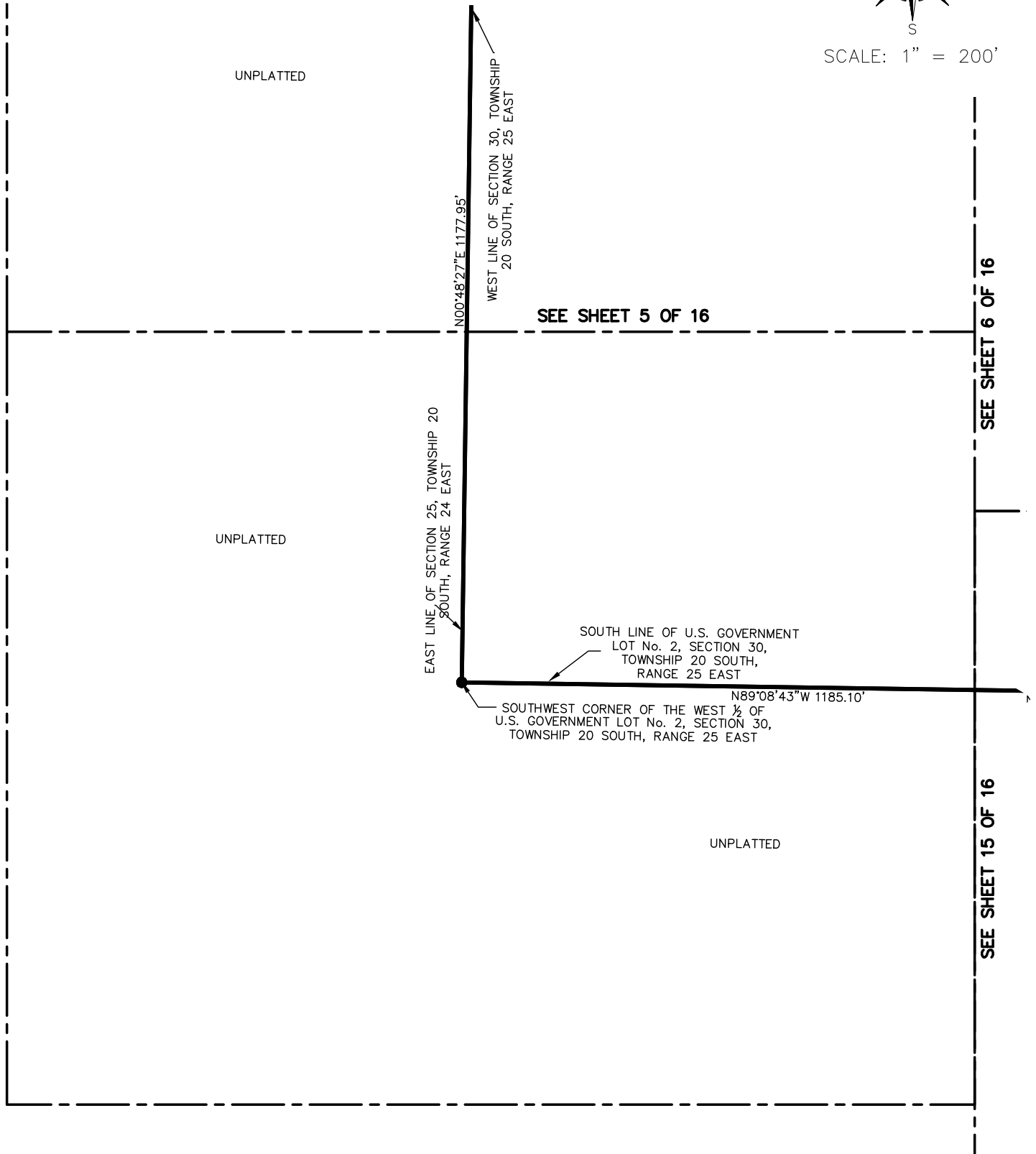
SHEET 15 OF 16

SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 16 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 16 FOR OVERALL SKETCH
SEE SHEET 4-16 OF 16 FOR SKETCH



SCALE: 1" = 200'



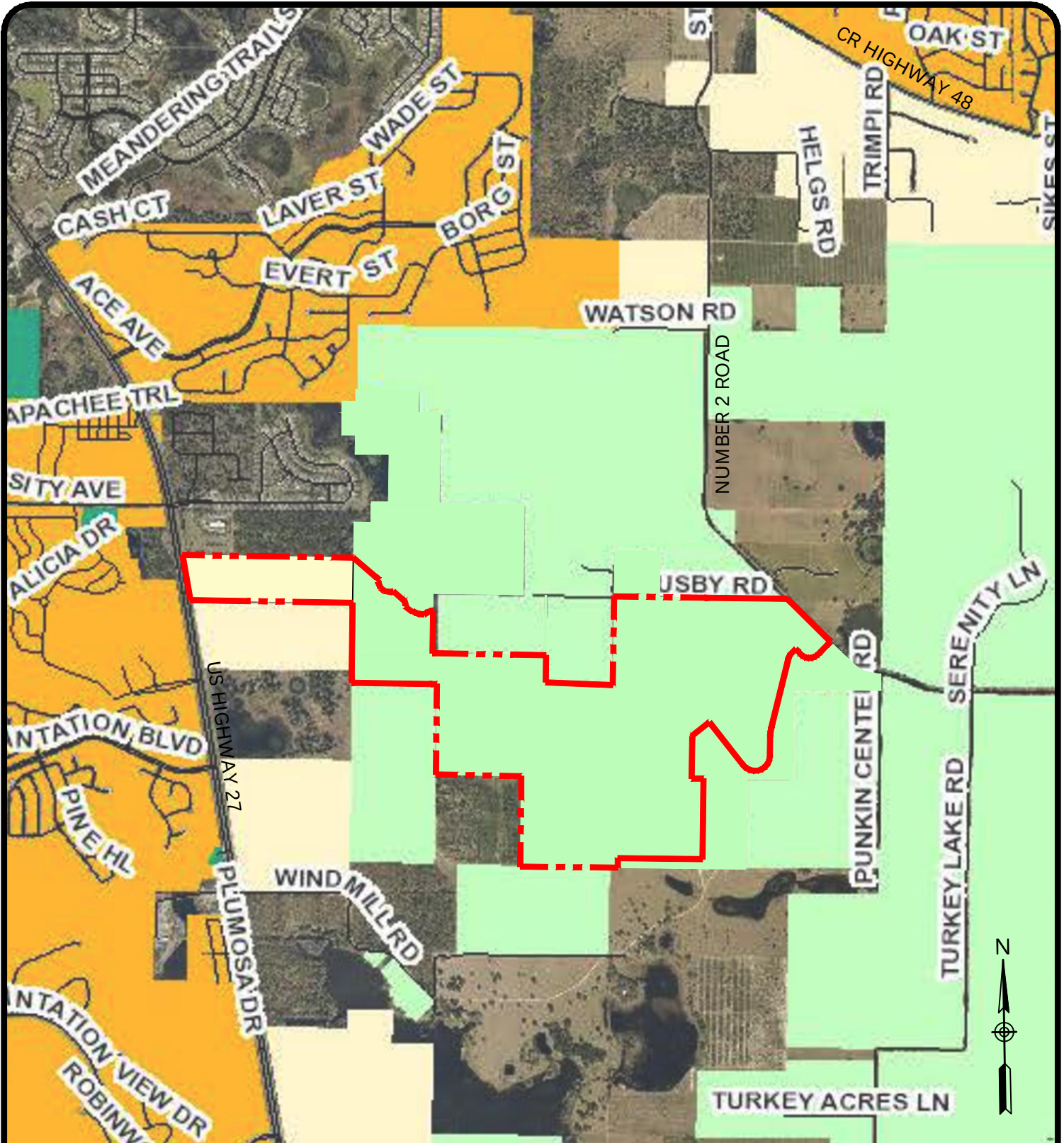
LEGEND AND ABBREVIATIONS

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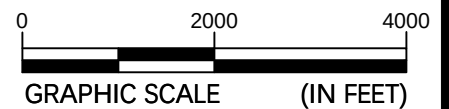
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

EXHIBIT 4



LEGEND

-  RURAL - MAX. 1 DU / 5 NET ACRES
-  RURAL TRANSITION MAX. 1 DU / 5 NET ACRES BASE DENSITY
-  URBAN LOW DENSITY - MAX. 4 DU / 1 NET ACRE



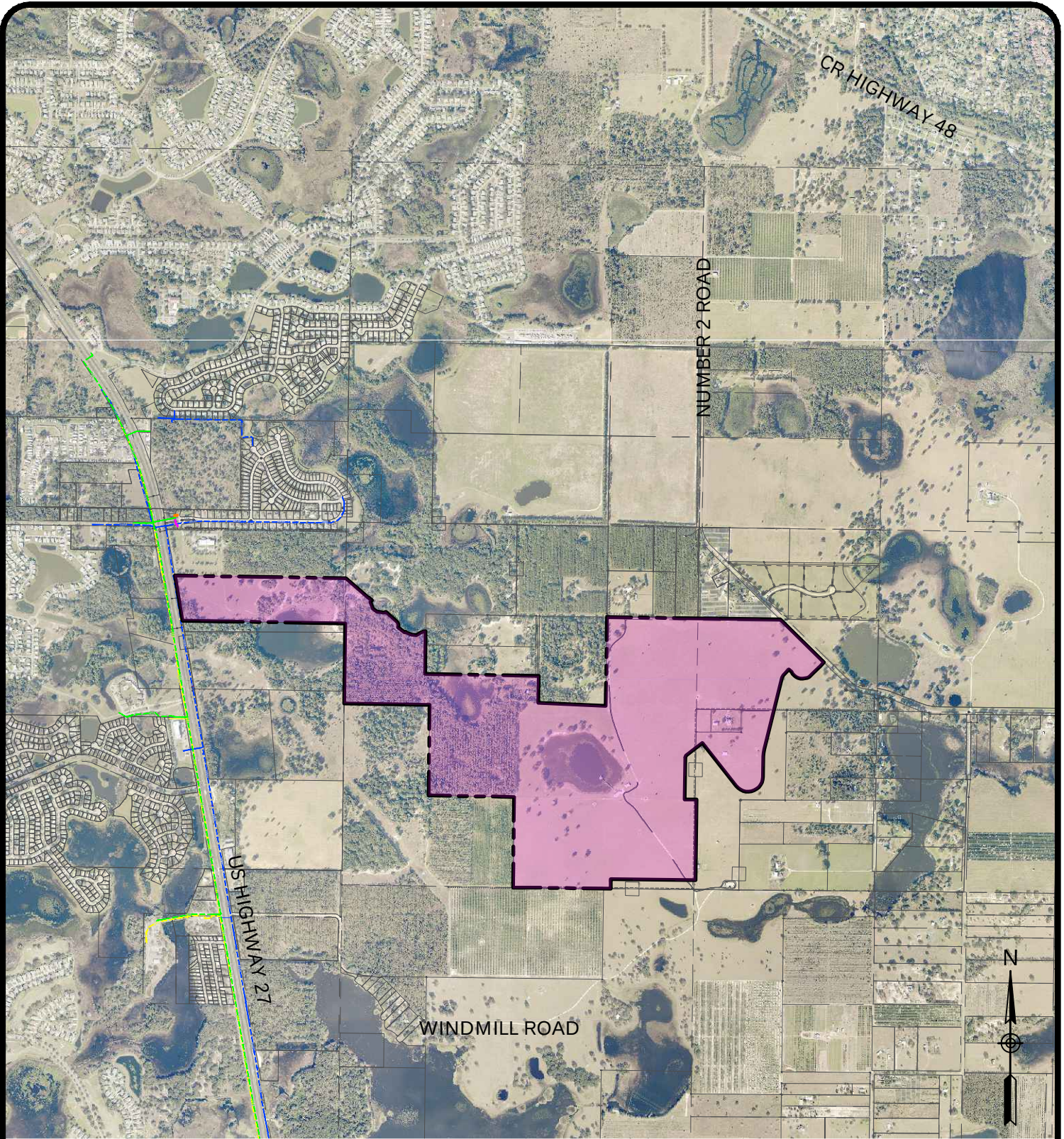
FUTURE LAND USE MAP

BELLAVIVA AT WHISPERING HILLS CDD
LEESBURG, FLORIDA

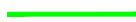
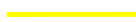
SCALE:
NOTED
DATE:
10-12-22
PROJECT NUMBER
22840012

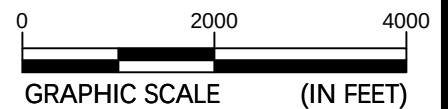
EXHIBIT 5

Drawing Path: T:\Trans\Projects\2022\22840012_Marsan_Bellaviva CDD_Leesburg4 Trans\Graphics\Bellaviva_Exhibits.dwg



LEGEND

-  WATER MAIN
-  SANITARY SEWER LINE
-  GAS LINE



EXISTING UTILITIES MAP

BELLAVIVA AT WHISPERING HILLS CDD
LEESBURG, FLORIDA

SCALE:
NOTED
DATE:
10-12-22
PROJECT NUMBER
22840012

EXHIBIT 6

PROPOSED FACILITIES & ESTIMATED COSTS

Infrastructure	Estimated Costs	Financing Entity	Ownership & Maintenance Entity
<u>Phase One Main Blvd. & Earthwork¹</u>			
Earthwork	\$6,830,492.49	CDD	N/A
Roadways	\$5,729,622.80	CDD	City
Stormwater Management	\$2,102,574.00	CDD	CDD
Utilities (Water, Reclaimed & Wastewater)	\$4,677,086.00	CDD	City
Hardscape/Landscape/Irrigation	\$1,500,250.00	CDD	CDD
Streetlight/Undergrounding of Conduit	\$1,700,000.00	CDD	CDD
Trails & Amenities (Facilities Adjoining Boulevard)	\$500,000.00	CDD	CDD
Professional Services	\$500,000.00	CDD	CDD
<u>Phase One Villages Cost</u>			
Earthwork	\$2,617,500.00	CDD	N/A
Roadways	\$4,968,200.00	CDD	CDD
Off-Site Improvements (Turn Lane & Roadwork)	\$529,066.15	CDD	CDD
Stormwater Management	\$2,953,650.00	CDD	CDD
Utilities (Water, Reclaimed & Wastewater)	\$11,780,750.00	CDD	City
Hardscape/Landscape/Irrigation	\$2,617,500.00	CDD	CDD
Streetlight/Electrical	\$1,884,600.00	CDD	CDD
Professional Services	\$2,083,530.00	CDD	CDD
Contingency (10%)	\$5,297,482.14		
<i>TOTAL</i>	\$58,272,303.58		

As an alternative, the Developer may elect to finance any of the above improvements, and transfer them to a homeowner's association for ownership and operation.

¹ A portion of these costs may be shared with future community development districts.

EXHIBIT 7

BELLAVIVA AT WHISPERING HILLS COMMUNITY DEVELOPMENT DISTRICT

Statement
of
Estimated Regulatory Costs

July 21, 2022



Provided by

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

Fax: 561-571-0013

Website: www.whhassociates.com

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to establish the Bellaviva at Whispering Hills Community Development District ("District") in accordance with the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes (the "Act"). The proposed District will comprise approximately 390.36 +/- acres of land located within the City of Leesburg, Florida (the "City") and is projected to contain approximately 2,942 residential dwelling units and 43.87 acres commercial use, which will make up the Bellaviva at Whispering Hills development ("Project"). The limitations on the scope of this SERC are explicitly set forth in Section 190.002(2)(d), Florida Statutes ("F.S.") (governing District establishment) as follows:

"That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant (emphasis added)."

1.2 Overview of the Bellaviva at Whispering Hills Community Development District

The District is designed to provide public infrastructure, services, and facilities along with operation and maintenance of the same to a planned mix-use development currently anticipated to contain a total of approximately 2,942 residential dwelling units and 43.87 acres commercial use, all within the boundaries of the District. Tables 1 and 2 under Section 5.0 detail the anticipated improvements and ownership/maintenance responsibilities the proposed District is anticipated to construct, operate and maintain.

A community development district ("CDD") is an independent unit of special purpose local government authorized by the Act to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), F.S.

A CDD is not a substitute for the local, general purpose government unit, i.e., the city or county in which the CDD lies. A CDD does not have the permitting, zoning or policing powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating and maintaining public infrastructure for developments, such as Bellaviva at Whispering Hills.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S., defines the elements a statement of estimated regulatory costs must contain:

- (a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule;
2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or
3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses. (City of Leesburg, according to Census 2020, has a population of 27,000; therefore, it is not defined as a small City for the purposes of this requirement.)

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

Note: the references to "rule" in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an "ordinance" under section 190.005(2)(a), F.S.

2.0 An economic analysis showing whether the ordinance directly or indirectly:

- 1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance;**
- 2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million**

in the aggregate within 5 years after the implementation of the ordinance; or
3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The ordinance establishing the District is not anticipated to have any direct or indirect adverse impact on economic growth, private sector job creation or employment, private sector investment, business competitiveness, ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation. Any increases in regulatory costs, principally the anticipated increases in transactional costs as a result of imposition of special assessments by the District will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is voluntary and all additional costs will be disclosed to prospective buyers prior to sale, such increases should be considered voluntary, self-imposed and offset by benefits received from the infrastructure and services provided by the District.

2.1 Impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The purpose for establishment of the District is to provide public facilities and services to support the development of a new, planned mix-use development. The development of the approximately 390.36 +/- acres anticipated to be within the District will promote local economic activity, create local value, lead to local private sector investment and is likely to result in local private sector employment and/or local job creation.

Establishment of the District will allow a systematic method to plan, fund, implement, operate and maintain, for the benefit of the landowners within the District, various public facilities and services. Such facilities and services, as further described in Section 5, will allow for the development of the land within the District. The provision of District's infrastructure and the subsequent development of land will generate private economic activity, economic growth, investment and employment, and job creation. The District intends to use proceeds of indebtedness to fund construction of public infrastructure, which will be constructed by private firms, and once constructed, is likely to use private firms to operate and maintain such infrastructure and provide services to the landowners and residents of the District. The private developer of the land in the District will use its private funds to conduct the private land development and construction of an anticipated approximately 2,942 residential dwelling units and 43.87 acres commercial use, the construction, sale, and continued use/maintenance of which will involve private firms. While similar economic growth, private sector job creation or employment, or private sector investment could be achieved in absence of the District by the private sector alone, the fact that the establishment of the District is initiated by the private developer means that the private developer considers the establishment and continued operation of the District as beneficial to the process of land development and the future economic activity taking place within the District, which in turn will lead directly or indirectly to economic growth, likely private sector job growth and/or support private sector employment, and private sector investments.

2.2 Impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

When assessing the question of whether the establishment of the District is likely to directly or indirectly have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation, one has to compare these factors in the presence and in the absence of the District in the development. When the question is phrased in this manner, it can be surmised that the establishment of the District is likely to not have a direct or indirect adverse impact on business competitiveness, productivity, or innovation versus that same development without the District. Similar to a purely private solution, District contracts will be bid competitively as to achieve the lowest cost/best value for the particular infrastructure or services desired by the landowners, which will insure that contractors wishing to bid for such contracts will have to demonstrate to the District the most optimal mix of cost, productivity and innovation. Additionally, the establishment of the District for the development is not likely to cause the award of the contracts to favor non-local providers any more than if there was no District. The District, in its purchasing decisions, will not vary from the same principles of cost, productivity and innovation that guide private enterprise.

2.3 Likelihood of an increase in regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The establishment of the District will not increase any regulatory costs of the State or the City by virtue that the District will be one of many already existing similar districts within the State and also one of a many already existing similar districts in the City. As described in more detail in Section 4, the proposed District will pay a one-time filing fee to the City to offset any expenses that the City may incur in holding a local public hearing on the petition. Similarly, the proposed District will pay annually the required Special District Filing Fee, which fee is meant to offset any State costs related to its oversight of all special districts in the State.

The establishment of the District will, however, directly increase regulatory costs to the landowners within the District. Such increases in regulatory costs, principally the anticipated increases in transactional costs as a result of likely imposition of special assessments and use fees by the District, will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is completely voluntary, all current property owners must consent to the establishment of the District and all initial prospective buyers will have such additional transaction costs disclosed to them prior to sale, as required by State law. Such costs, however, should be considered voluntary, self-imposed, and as a tradeoff for the service and facilities provided by the District.

The District will incur overall operational costs related to services for infrastructure maintenance, landscaping, and similar items. In the initial stages of development, the costs will likely be minimized. These operating costs will be funded by the landowners through direct funding agreements or special assessments levied by the District. Similarly, the District may incur costs associated with the issuance and repayment of special assessment revenue bonds. While these costs in the aggregate may approach the stated threshold over a five year period, this would not be unusual for a Project of this nature and the infrastructure and services proposed to be provided by the District will be needed to serve the Project regardless of the existence of the District. Thus, the District-related costs are not additional development costs. Due to the relatively low cost of financing available to CDDs, due to the tax-exempt nature of their debt, certain improvements can be provided more efficiently by the District than by alternative entities. Furthermore, it is important to remember that such costs would be funded through special assessments paid by landowners within the District, and would not be a burden on the taxpayers outside the District.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.

The individuals and entities likely to be required to comply with the ordinance or affected by the proposed action (i.e., adoption of the ordinance) can be categorized, as follows: 1) The State of Florida and its residents, 2) the City and its residents, 3) current property owners, and 4) future property owners.

a. The State of Florida

The State of Florida and its residents and general population will not incur any compliance costs related to the establishment and on-going administration of the District, and will only be affected to the extent that the State incurs those nominal administrative costs outlined herein. The cost of any additional administrative services provided by the State as a result of this project will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

b. City of Leesburg

The City and its residents not residing within the boundaries of the District will not incur any compliance costs related to the establishment and on-going administration of the District other than any one-time administrative costs outlined herein, which will be offset by the filing fee submitted to the City. Once the District is established, these residents will not be affected by adoption of the ordinance. The cost of any additional administrative services provided by the City as a result of this development will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

c. Current Property Owners

The current property owners of the lands within the proposed District boundaries will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

d. Future Property Owners

The future property owners are those who will own property in the proposed District. These future property owners will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

The proposed District will serve land that comprises an approximately 394.74+/- acre planned mix-use development currently anticipated to contain a total of approximately 2,942 residential dwelling units and 43.87 acres commercial use, although the development plan can change. Assuming an average density of 3.5 persons per residential dwelling unit, the estimated residential population of the proposed District at build out would be approximately 10,297 +/- and all of these residents as well as the landowners within the District will be affected by the ordinance. The City, the proposed District and certain state agencies will also be affected by or required to comply with the ordinance as more fully discussed hereafter.

4.0 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state or local revenues.

The City is establishing the District by ordinance in accordance with the Act and, therefore, there is no anticipated effect on state or local revenues.

4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

Because the result of adopting the ordinance is the establishment of an independent local special purpose government, there will be no significant enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

State Governmental Entities

The cost to state entities to review or enforce the proposed ordinance will be very modest. The District comprises less than 2,500 acres and is located within the boundaries of the City. Therefore, the City (and not the Florida Land and Water Adjudicatory Commission) will review and act upon the Petition to establish the District, in accordance with Section 190.005(2), F.S. There are minimal additional ongoing costs to various state entities to implement and enforce the proposed ordinance. The costs to various state entities to implement and enforce the proposed ordinance relate strictly to the receipt and processing of various reports that the District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those state agencies that will receive and process the District's reports are minimal because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.064, F.S., the District must pay an annual fee to the State of Florida Department of Economic Opportunity which offsets such costs.

City of Leesburg, Florida

The proposed land for the District is located within City of Leesburg, Florida and consists of less than 2,500 acres. The City and its staff may process, analyze, conduct a public hearing, and vote upon the petition to establish the District. These activities will absorb some resources; however, these costs incurred by the City will be modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides most, if not all, of the information needed for a staff review. Third, the City already possesses the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Fifth, the potential costs are offset by a filing fee included with the petition to offset any expenses the City may incur in the processing of this petition. Finally, the City already processes similar petitions, though for entirely different subjects, for land uses and zoning changes that are far more complex than the petition to establish a community development district.

The annual costs to the City, because of the establishment of the District, are also very small. The District is an independent unit of local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City, or any monitoring expenses the City may incur if it establishes a monitoring program for this District.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on state or local revenues. The District is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and it has its own sources of revenue. No state or local subsidies are required or expected.

Any non-ad valorem assessments levied by the District will not count against any millage caps imposed on other taxing authorities providing services to the lands within the District. It is also important to note that any debt obligations the District may incur are not debts of the State of Florida or any other unit of local government. By Florida law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. Financing for these facilities is projected to be provided by the District.

Table 2 illustrates the estimated costs of construction of the capital facilities, outlined in Table 1. Total costs of construction for those facilities that may be provided are estimated to be approximately \$58,272,303.58. The District may levy non-ad valorem special assessments (by a variety of names) and may issue special assessment bonds to fund the costs of these facilities. These bonds would be repaid through non-ad valorem special assessments levied on all developable properties in the District that may benefit from the District's infrastructure program as outlined in Table 2.

Prospective future landowners in the proposed District may be required to pay non-ad valorem special assessments levied by the District to provide for facilities and secure any debt incurred through bond issuance. In addition to the levy of non-ad valorem special assessments which may be used for debt service, the District may also levy a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services. However, purchasing a property within the District or locating in the District by new residents is completely voluntary, so, ultimately, all landowners and residents of the affected property choose to accept the non-ad valorem assessments as a tradeoff for the services and facilities that the District will provide. In addition, state law requires all assessments levied by the District to be disclosed by the initial seller to all prospective purchasers of property within the District.

Table 1

**BELLAVIVA AT WHISPERING HILLS
COMMUNITY DEVELOPMENT DISTRICT
Proposed Facilities and Services**

FACILITY	FUNDED BY	OWNED BY	MAINTAINED BY
Earthwork	CDD	N/A	N/A
Roadways (Main Blvd)	CDD	City	City
(Villages)	CDD	CDD	CDD
Stormwater Management	CDD	CDD	CDD
Off-Site Improvements (Turn Lane & Roadwork)	CDD	CDD	CDD
Utilities (Water, Reclaimed & Wastewater)	CDD	City	City
Hardscape/Landscape/Irrigation	CDD	CDD	CDD
Streetlight/Undergrounding of Conduit/Electrical	CDD	CDD	CDD
Trails & Amenities (Facilities Adjoining Boulevard)	CDD	CDD	CDD

Table 2

**BELLAVIVA AT WHISPERING HILLS
COMMUNITY DEVELOPMENT DISTRICT
Estimated Costs of Construction**

CATEGORY	COST
Earthwork	\$9,447,992.49
Roadways (Main Blvd)	\$5,729,622.80
(Villages)	\$4,968,200.00
Off-Site Improvements (Turn Lane & Roadwork)	\$529,066.15
Stormwater Management	\$5,056,224.00
Utilities (Water, Reclaimed & Wastewater)	\$16,457,836.00
Hardscape/Landscape/Irrigation	\$4,117,750.00
Streetlight/Undergrounding of Conduit/Electrical	\$3,584,600.00
Trails & Amenities (Facilities Adjoining Boulevard)	\$500,000.00
Professional Services	\$2,583,530.00
Contingency 10%	\$5,297,482.14
Total Estimated Costs	\$58,272,303.58

A CDD provides the property owners with an alternative mechanism of providing public services; however, special assessments and other impositions levied by the District and collected by law represent the transactional costs incurred by landowners as a result of the establishment of the District. Such transactional costs should be considered in terms of costs likely to be incurred under alternative public and private mechanisms of service provision, such as other independent special districts, City or its dependent districts, or City management but financing with municipal service benefit units and municipal service taxing units, or private entities, all of which can be grouped into three major categories: public district, public other, and private.

With regard to the public services delivery, dependent and other independent special districts can be used to manage the provision of infrastructure and services, however, they are limited in the types of services they can provide, and likely it would be necessary to employ more than one district to provide all services needed by the development.

Other public entities, such as cities, are also capable of providing services, however, their costs in connection with the new services and infrastructure required by the new development and, transaction costs, would be borne by all taxpayers, unduly burdening existing taxpayers. Additionally, other public entities providing services would also be inconsistent with the State's policy of "growth paying for growth".

Lastly, services and improvements could be provided by private entities. However, their interests are primarily to earn short-term profits and there is no public accountability. The marginal benefits of tax-exempt financing utilizing CDDs would cause the CDD to utilize its lower transactional costs to enhance the quality of infrastructure and services.

In considering transactional costs of CDDs, it shall be noted that occupants of the lands to be included within the District will receive three major classes of benefits.

First, those residents in the District will receive a higher level of public services which in most instances will be sustained over longer periods of time than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the public services will be completed concurrently with development of lands within the development. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of local governance which is specifically established to provide District landowners with planning, construction, implementation and short and long-term maintenance of public infrastructure at sustained levels of service.

The cost impact on the ultimate landowners in the development is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above, if applicable, what the landowners would have paid to install infrastructure via an alternative financing mechanism.

Consequently, a CDD provides property owners with the option of having higher levels of facilities and services financed through self-imposed revenue. The District is an alternative means to manage necessary development of infrastructure and services with related financing powers. District management is no more expensive, and often less expensive, than the alternatives of various public and private sources.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be little impact on small businesses because of the establishment of the District. If anything, the impact may be positive because the District must competitively bid all of its contracts and competitively negotiate all of its contracts with consultants over statutory thresholds. This affords small businesses the opportunity to bid on District work.

City of Leesburg has a population of 27,000 according to the Census 2020 conducted by the United States Census Bureau and is therefore not defined as a "small" City according to Section 120.52, F.S.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

In relation to the question of whether the proposed Bellaviva at Whispering Hills Community Development District is the best possible alternative to provide public facilities and services to the project, there are several additional factors which bear importance. As an alternative to an independent district, the City could establish a dependent district for the area or establish an MSBU or MSTU. Either of these alternatives could finance the improvements contemplated in Tables 1 and 2 in a fashion similar to the proposed District.

There are a number of reasons why a dependent district is not the best alternative for providing public facilities and services to the Bellaviva at Whispering Hills development. First, unlike a CDD, this alternative would require the City to administer the project and its facilities and services. As a result, the costs for these services and facilities would not be directly and wholly attributed to the land directly benefiting from them, as the case would be with a CDD. Administering a project of the size and complexity of the development program anticipated for the Bellaviva at Whispering Hills development is a significant and expensive undertaking.

Second, a CDD is preferable from a government accountability perspective. With a CDD, residents and landowners in the District would have a focused unit of government ultimately under their direct control. The CDD can then be more responsive to resident needs without disrupting other City responsibilities. By contrast, if the City were to establish and administer a dependent Special District, then the residents and landowners of the Bellaviva at Whispering Hills development would take their grievances and desires to the City Commission meetings.

Third, any debt of an independent CDD is strictly that District's responsibility. While it may be technically true that the debt of a City-established, dependent Special District is not strictly the City's responsibility, any financial problems that a dependent Special District may have may reflect on the City. This will not be the case if a CDD is established.

Another alternative to a CDD would be for a Property Owners' Association (POA) to provide the infrastructure as well as operations and maintenance of public facilities and services. A CDD is superior to a POA for a variety of reasons. First, unlike a POA, a CDD can obtain low cost funds from the municipal capital market. Second, as a government entity a CDD can impose and collect its assessments along with other property taxes on the County's real estate tax bill. Therefore, the District

is far more assured of obtaining its needed funds than is a POA. Third, the proposed District is a unit of local government. This provides a higher level of transparency, oversight and accountability and the CDD has the ability to enter into interlocal agreements with other units of government.

8.0 A description of any regulatory alternatives submitted under section 120.541(1)(a), F.S., and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed ordinance.

No written proposal, statement adopting an alternative or statement of the reasons for rejecting an alternative have been submitted.

Based upon the information provided herein, this Statement of Estimated Regulatory Costs supports the petition to establish the Bellaviva at Whispering Hills Community Development District.

APPENDIX A
LIST OF REPORTING REQUIREMENTS

REPORT	FL. STATUTE CITATION	DATE
Annual Financial Audit	190.008/218.39	9 months after end of Fiscal Year
Annual Financial Report	190.008/218.32	45 days after the completion of the Annual Financial Audit but no more than 9 months after end of Fiscal Year
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying
Form 1 - Statement of Financial Interest	112.3145	within 30 days of accepting the appointment, then every year thereafter by 7/1 (by "local officers" appointed to special district's board); during the qualifying period, then every year thereafter by 7/1 (by "local officers" elected to special district's board)
Public Facilities Report	189.08	within one year of special district's creation; then annual notice of any changes; and updated report every 7 years, 12 months prior to submission of local government's evaluation and appraisal report
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	when issued; within 120 days after delivery of bonds
Registered Agent	189.014	within 30 days after first meeting of governing board
Proposed Budget	190.008	annually by June 15
Adopted Budget	190.008	annually by October 1
Public Depositor Report	280.17	annually by November 30
Notice of Establishment	190.0485	within 30 days after the effective date of an ordinance establishing the District
Notice of Public Financing	190.009	file disclosure documents in the property records of the City after financing

EXHIBIT 8

AUTHORIZATION OF AGENT

This letter shall serve as a designation of Jere Earlywine of KE Law Group, PLLC, to act as agent for Petitioner, **BELLAVIVA AT WHISPERING HILLS, LLC**, with regard to any and all matters pertaining to the Petition to the City Council for the City of Leesburg, Florida, to Establish the **BELLAVIVA AT WHISPERING HILLS COMMUNITY DEVELOPMENT DISTRICT** pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes*, Section 190.156(1), *Florida Statutes*. This authorization shall remain in effect until revoked in writing.

Witnessed:

BELLAVIVA AT WHISPERING HILLS, LLC

Donna Mannello
Print Name: Donna Mannello

Caroline Marsan
BY: CAROLINE MARSAN
ITS: MANAGER

Katie Freese
Print Name: Katie Freese

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1 day of September, 2021, by Caroline Marsan, as Manager, of Bellaviva at Whispering Hills, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



Katie Freese
NOTARY PUBLIC, STATE OF Florida

Name: Katie Freese
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: March 13, 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 15.8 +/- acres from City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development) to allow for mixed uses limited to light commercial and self-storage for a property generally located east of U.S. Highway 441 and west of Sleepy Hollow Road, lying in Section 20, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Sleepy Hollow Road Storage PUD)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development).

Analysis:

The project site is approximately 15.8 +/- acres, and is generally located east of U.S. Highway 441 and west of Sleepy Hollow Road as shown on the attached maps. At this time, the property is vacant acreage. The proposal will allow for mixed uses limited to light commercial and self-storage. The existing land uses surrounding the property are residential and commercial. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on February 23, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to PUD (Planned Unit Development) as presented; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a small positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 15.8 +/- ACRES FROM CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR MIXED USES LIMITED TO LIGHT COMMERCIAL AND SELF-STORAGE FOR A PROPERTY GENERALLY LOCATED EAST OF U.S. HIGHWAY 441 AND WEST OF SLEEPY HOLLOW ROAD, LYING IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SLEEPY HOLLOW ROAD STORAGE PUD)

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

Section 1.

Based upon the petition of Phillip Karle, Trustee and Mario DiMarco (Petitioners) for Sleepy Hollow Partners Land Trust, Phillip Karle, Trustee (Owner) 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 PUD (Planned Unit Development) 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

LEGAL DESCRIPTION:

The south 561.31 feet of a part of Government Lot 5 in Section 20, Township 19 South, Range 25 East , in Lake County Florida, bounded and described as follows:

Beginning at the Northeast corner of said Government Lot 5, run thence south 1325 feet MOL to the southeast corner of the north half of said Government Lot 5, thence west 1325.25 feet to the west line of said Government Lot 5, thence north 320.9 feet to a pipe thence northeasterly parallel with the right of way of U.S. Highway 441, a distance of 1035 feet to the centerline of a canal, thence north 58 degrees 15 minutes east for a distance of 670 feet to the point of beginning.

**SLEEPY HOLLOW ROAD STORAGE
PLANNED UNIT DEVELOPMENT CONDITIONS
FEBRUARY 23, 2023**

This Planned Unit Development Conditions for a PUD (Planned Unit Development) District is granted by the City of Leesburg Planning Commission, Lake County, Florida to **Sleepy Hollow Partners Land Trust, Phillip Karle, Trustee** "Permittee" for the purposes and subject to the terms and conditions as set forth herein 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" has submitted an application requesting a PUD (Planned Unit Development) zoning district to allow light commercial uses and self-storage (units and RV parking) on an approximately 15.8 +/- acre site within the City of Leesburg in accordance with their Planned Development 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.

PERMISSION is hereby granted to **Sleepy Hollow Partners Land Trust, Phillip Karle, Trustee** to operate, and maintain a PUD (Planned Unit Development) in and on real property in the City of Leesburg. The property is generally located east of US Highway 441 and west of Sleepy Hollow Road. The property is more particularly described as shown in the attached legal description below.

1. LEGAL DESCRIPTION:

See attached legal Exhibit B.

2. LAND USES

The above-described property shall be used for PUD (Planned Unit Development) uses as limited herein, pursuant to the requirements of this document and City of Leesburg development codes, requirements and standards, and as noted below.

A. Uses

Uses shall be those listed as permitted uses in this document and shall occupy the approximate area as shown on the Conceptual Site Plan, Exhibit C.

1. Permitted Uses

- i. Single Family Residential
- ii. Light Commercial Uses
 - a. Daycare
 - b. General and Medical Office

- c. Communication Tower
 - d. Cultural Facility
 - e. Government Facility
 - f. Religious Institution
- iii. Self-Storage Units
- iv. RV Parking
- 2. Prohibited Uses
 - i. Tattoo Parlor
 - ii. Check Cashing Store
 - iii. Adult Uses
 - iv. Second Hand (thrift) Store
 - v. Consignment shop
 - vi. Pawn Shop
 - vii. Smoke Shop
 - viii. Junk or Scrap Collection/Distribution
 - ix. Recycling Facility
 - x. Package Store
 - xi. All uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.
- 3. Other Related Uses
 - i. Other related uses may be included by written determination of the Planning & Zoning Manager. Such uses shall be consistent with the intent and purpose of the zoning requirements set forth in these PUD conditions, and shall meet the parking standards as required herein. Parking availability may limit the permitted uses.

3. DEVELOPMENT STANDARDS

- A. Commercial Development Standards shall follow the C-3 (Highway Commercial) development standards except as amended herein.
- B. General Standards
 - 1. Building height shall not exceed two (2) stories.
 - 2. Minimum Building Setbacks:
 - a. Front: 30 feet
 - b. Rear: 20 feet
 - c. Side: 20 feet
 - 3. Maximum gross building square footage shall not exceed 10,000 square feet.
 - 4. The development shall be subject to the City of Leesburg Architectural Standards Ordinance, (Ord. 16-35) as amended, which limits the use of metal as a predominant exterior material.
 - 5. A minimum of thirty-five (35) percent of the site shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.
 - 6. All lighting installed shall meet City of Leesburg standards and details, shall be constructed in a manner that is directed to the interior of the property, and does not cause excessive light pollution on neighboring properties.
 - 7. Exterior lighting shall incorporate "Dark Sky Standards" in the lighting plan for the development. This will include, but not be limited to shielded fixtures, lower levels of blue light, directional lighting, timed and/or sensor activated light fixtures, and other methods which can reduce impact on adjacent and nearby properties.
 - 8. The Impervious surface coverage for this site shall not exceed sixty-five (65) percent of the gross site area.
 - 9. Areas of property not occupied by structures, displays or paving shall be landscaped and maintained in accordance with City of Leesburg Code of Ordinances, as amended.

4. PARKING

- A. The permittee shall construct off-street parking spaces within the development per the conceptual site plan, pursuant to the City of Leesburg Code of Ordinances, as amended, which shall include the required number of handicapped parking spaces.

5. DRAINAGE AND UTILITIES

- A. Prior to receiving Final Development Plan Approval, the "Permittee" shall submit, if applicable, a Master Site Drainage Plan and Utility Implementation Plan acceptable to the City of Leesburg. Prior to removal, renovation or demolition of any existing development on the site, the permittee shall provide:
 - 1. A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties.
 - 2. A detailed site plan indicating all provisions for electric, water, sewer, and natural gas in accordance with the site plan review process as required by the City of Leesburg Code of Ordinances.

6. LANDSCAPING, BUFFER, AND FENCING REQUIREMENTS

- A. All landscaping and buffering shall be in accordance with the approved development Site Plan and regulations contained within the City of Leesburg Code of Ordinances. Land uses allowed within the upland buffers are limited to overlooks, boardwalks, hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District, except that such uses shall not be allowed in the buffer described in 6.B. above.
- B. Variations to the landscape requirements of the code 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.
- C. A solid six (6) foot high privacy fence shall be provided along the northern property line where not adjacent to wetlands and a six (6) foot high solid or chain link fence may be installed along the eastern property for security purposes. The fence along the northern property line shall be constructed of PVC, or other such synthetic material that creates an opaque barrier between the subject property and adjacent lands in those locations. All fencing shall be constructed on or within the property lines, leaving the required buffers for landscaping as required herein.

7. SIGNAGE

- A. Ground signs
 - 1. All ground signage for the property shall be monument style signs with design and architectural style consistent with the overall development, and consistent with the requirements of the sign regulations of the City of Leesburg.
 - 2. Ground signs may not be permitted on undeveloped property.
- B. Alternative Designs.
 - 1. Alternative designs for the ground enclosure supports and bases of a monument sign may be approved by the Planning and Zoning Director where the architectural style would be in keeping with the intent of these sign regulations.
- C. Landscaping for ground signs
 - 1. Landscaping around all monument signs shall comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.
- D. Wall signs
 - 1. All wall signage for the property 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. SITE ACCESS

- A. Access locations depicted on the Master Development Plan are conceptual and subject to Lake County and FDOT approval. Actual location and design of the roadways shall be determined at the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject site plan application review process.
 - 1. Adequate right of way along the access point shall be required to ensure adequate roadway paving and access.
 - 2. Prior to completion of the design plans, the developer shall work with the Lake County Department of Public Works and FDOT to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 - 3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- B. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points.

9. TRANSPORTATION IMPROVEMENTS

- A. All future transportation improvements requirements shall be based on a current traffic analysis and shall be contingent upon Site Plan approval of the project site by City staff during the development review and permitting process. All required transportation improvements shall comply with all regulations and permitting requirements of the City of Leesburg, Lake County, Lake-Sumter MPO and/or the Florida Department of Transportation as applicable. Said improvements will be the responsibility of the Permittee.
- B. Any right-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process.
- C. The Permittee shall provide all necessary improvements/signalization within and adjacent to the development as required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg.

10. STORMWATER MANAGEMENT/UTILITIES

- A. Prior to receiving final development approval for each phase, 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 homeowners or property owners association is an acceptable maintenance entity.

4. The 100-year flood plain 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 AND FLOOD ZONES

- 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 preliminary plat application. Any notice of violation from any affected agency shall be cause for a cease and desist order on permits issued by the City of Leesburg until such time as the violation has been resolved with the appropriate agency(s).
- B. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- C. Wetlands shall have a minimum upland buffer as established by the Department of Environmental Protection, 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.
- D. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- E. 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.
- F. 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.
- G. A map indicating the location of the 100-year flood plain.
- H. 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.

12. DRAINAGE AND UTILITIES

- A. Prior to receiving Final Development Plan Approval, the "Permittee" shall submit, if

applicable, a Master Site Drainage Plan and Utility Implementation Plan acceptable to the City

of Leesburg. Prior to removal, renovation or demolition of any existing development on the site, the permittee shall provide:

1. A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties shall be required.
2. A detailed site plan indicating all provisions for electric, water, sewer, and natural gas in accordance with the site plan review process as required by the City of Leesburg Code of Ordinances.
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 all water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the developer or property owner.

13. MAINTENANCE

- A. With the exception of any public utilities, streets and sidewalks, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and stormwater retention/drainage shall be the responsibility of the property owner. A property owners' association shall serve as an appropriate entity for all common properties within the development.

14. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, sign (wall, pole or monument signs) or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this PUD 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 the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.

15. LEVELS OF SERVICE

A. Levels of Service

1. As submitted the proposed zoning change, when developed, will result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid waste. 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

1. Projected Capacities

- a. 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.
- b. If the development requires construction of new distribution or collection lines, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

2. Commitment of Capacity

- a. There are no previous commitments of any existing or planned excess capacity.

3. Ability to Provide Services

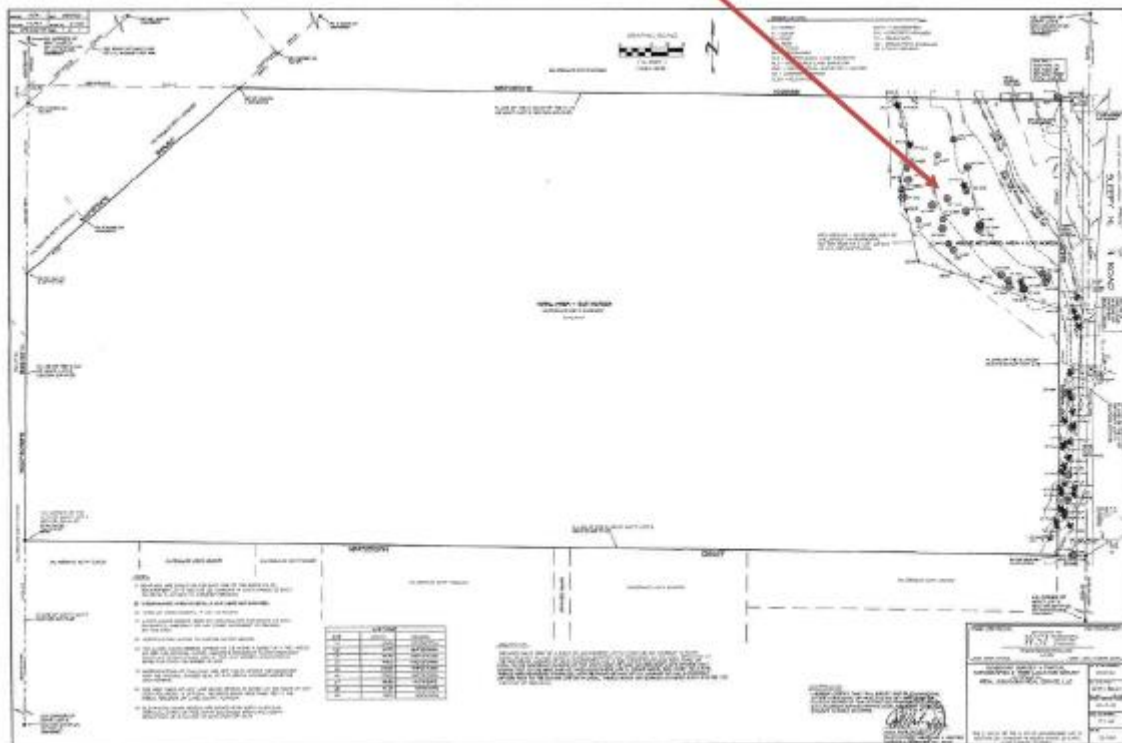
- a. At this time, the City intends to provide water, wastewater and reclaimed water service to this development.

Legal Description

The south 561.31 feet of a part of Government Lot 5 in Section 20, Township 19 South, Range 25 East, in Lake County Florida, bounded and described as follows:

Beginning at the Northeast corner of said Government Lot 5, run thence south 1325 feet MOL to the southeast corner of the north half of said Government Lot 5, thence west 1325.25 feet to the west line of said Government Lot 5, thence north 320.9 feet to a pipe thence northeasterly parallel with the right of way of U.S. Highway 441, a distance of 1035 feet to the centerline of a canal, thence north 58 degrees 15 minutes east for a distance of 670 feet to the point of beginning.

EXHIBIT C





CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

OWNER: Sleepy Hollow Partners Land Trust, Phillip Karle, Trustee
PROJECT: Sleepy Hollow Road Storage
REQUEST: Rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development)
CASE NO.: PUD-23-27
MEETING DATE: February 23, 2023

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

based on the following information and reason(s):

1. The previous request to rezone the property to PUD (Planned Unit Development) was approved in 2009 under Ordinance 09-53.
2. The proposed request is to add light commercial and self-storage uses to include RV parking.
3. The proposed request is compatible with the current surrounding zoning districts of PUD (Planned Unit Development), R-2 (Medium Density Residential), R-3 (High Density Residential), and with Lake County zoning districts R-1 (Rural Residential), C-3 (Highway Commercial), and CP (Planned Commercial).
4. The proposed use will support existing surrounding residential uses and is not anticipated to create a negative impact on neighboring properties.

Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from PUD (Planned Unit Development) to PUD (Planned Unit Development) and forward to the City Commission for consideration.

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

DATE: January 27, 2023
OWNER: Sleepy Hollow Partners Land Trust, Phillip Karle, Trustee
PETITIONER: Phillip Karle, Trustee and Mario DiMarco
PROJECT: Sleepy Hollow Road Storage
REQUEST: PUD (Planned Unit Development)
CASE NO.: PUD-23-27

- **GENERAL LOCATION:** East of US Highway 441 and west of Sleepy Hollow Road
- **FUTURE LAND USE DESIGNATION:** Low Density Residential

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Low Density Residential
South – Estate Residential; Lake County Urban Low Density
East – High Density Residential; Urban Low Density
West – General Commercial; Lake County Urban Medium Density

PROPOSED FUTURE LAND USE DESIGNATION: N/A

EXISTING ZONING DESIGNATION: PUD (Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:

North – PUD (Planned Unit Development)
South – R-2 (Medium Density Residential); Lake County R-1 (Rural Residential)
East – R-3 (High Density Residential); Lake County R-1 (Rural Residential)
West – C-3 (Highway Commercial); Lake County CP (Planned Commercial)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Vacant, undeveloped acreage

SURROUNDING EXISTING LAND USE:

North – Residential
South – Residential; Vacant Residential
East – Residential
West – Commercial; Vacant Government

PROPOSED LAND USE: Mixed uses limited to light commercial and self-storage

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

DATE: February 17, 2023
OWNER: Sleepy Hollow Partners Land Trust, Phillip Karle, Trustee
PETITIONER: Phillip Karle, Trustee and Mario DiMarco
PROJECT: Sleepy Hollow Road Storage
REQUEST: Rezone from City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development)
CASE NO.: PUD-23-27

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 2/17/2023.

FIRE

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 PUD-23-27 is outside the recommended four-minute response time for initial responding fire apparatus. Amanda Stevenson 2/22/2023

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

ELECTRIC

Leesburg Electric has no objections. Easements will be required. A line extension for power will be required. They will need to contact us to determine the route for power before they submit a site plan. Steve Davis 2/3/2023

GAS

Natural gas is available and directed per City Ordinance. Brandon Smith 2/7/2023

GIS

No comments received as of 2/17/2023.

BUILDING

No comments received as of 2/17/2023.

PUBLIC WORKS

No comments received as of 2/17/2023.

ADDRESSING

No comments received as of 2/17/2023.

HOUSING & REDEVELOPMENT

No comments received as of 2/17/2023.

LAKE COUNTY PUBLIC WORKS

See attached letter from Seth Lynch dated 2/17/2023.

LAKE COUNTY SCHOOLS

The school district does not have any comments for the light commercial uses and self-storage use. - Helen LaValley 2/7/2023

PUBLIC RESPONSES

Approval

None received as of 2/17/2023.

Disapproval

1 disapproval with 1 comment as of 2/17/2023.

No comment

None received as of 2/17/2023.

Notice of Appearance filed: None received as of 2/17/2023.

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

None received as of 2/17/2023.

PUBLIC COMMENTS (DISAPPROVAL)

Douglas S. Woolsey - I have been at this property since 2002. The development in the Sleepy Hollow area in the last few years, has more than overwhelmed a small narrow road, that was never meant for the amount of traffic it sees now. And with the new Bradford Ridge complex, my property is having severe drainage issues. Please no more land development.



Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

February 17, 2023

Christine Rock,
Senior Planner
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(sent via email)

RE: PROJECT: Sleepy Hollow Road Storage / Planned Unit Development
CASE NO.: PUD-23-27

Thank you for requesting our comments on this planned unit development.

The below information neither constitutes an approval nor a denial by Lake County Board of County Commissioners or Lake County staff. Specifically, the County Commissioners have neither discussed nor voted on this project. These recommendations are only from the Lake County Department of Public Works. The Office of Planning and Zoning, Office of Building Services, Office of Fire Rescue, and other associated offices have NOT provided comments on this development. Further input by these groups may be required.

Major comments for Sleepy Hollow Road

- A Right Turn Lane is required and may require a left turn lane on Sleepy Hollow Road at the development's entrance
- Right-of-way does not meet required minimal standard widths
- A traffic impact analysis will be required, meeting the Lake-Sumter MPO guidelines for traffic analysis
- The traffic impact analysis is highly recommended, to be submitted by the developer and reviewed by Lake-Sumter MPO and Lake County prior to PUD hearing

P 352.253.6000 • F 352.253.9082
Board of County Commissioners • www.lakecountyfl.gov

Timothy I. Sullivan
District 1

Sean M. Parks, AICP, QEP
District 2

Wendy R. Breeden
District 3

Leslie Campione
District 4

Josh Blake
District 5

1. Public Work's recommended requirements for the Sleepy Hollow Road Storage PUD impacts to roadways and drainage systems:

Sleepy Hollow Road:

- Access location off Sleepy Hollow Road to meet Lake County access management requirements and separation from the CR 44 intersection.
- A right turn lane will be required on Sleepy Hollow Road at the development's entrance, and a left turn lane will need to be further evaluated with site development application and plan.
- A sidewalk will be required along Sleepy Hollow Road frontage to meet both city and county standards.
- A preliminary review of the right-of-way for Sleepy Hollow Road East Treasure Island Ave return with a maintenance map but the right-of-way is limited. Additional right-of-way for Sleepy Hollow Road will be required to meet the minimum requirements for a collector road and to accommodate the offsite road improvements, utilities, sidewalks, and maintaining the roadside drainage. Further evaluation will be performed with subdivision plans based on impacts due to drainage, sidewalk, turn lanes, shoulders, etc.

Traffic:

- A Traffic Impact Analysis (TIA) will be required of this development for review by the Lake-Sumter MPO and Lake County Public Works Department. The TIA will need to follow and Lake-Sumter MPO Traffic Impact Analysis Methodology and Guideline the methodology will need to be worked out prior to TIA submittal.
- The TIA is highly recommended to be provided for review by Lake-Sumter MPO and Lake County prior to public hearings for the PUD.

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Leesburg and St. Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands or onto county roads.

Flood Study:

- Development will be responsible for a drainage and flood study to determine the flood zones within and partially crossing into the development area. The flood study will require review by both the city and county. The study will evaluate downstream impacts from stormwater outfall from this site or affect surrounding unincorporated lands or onto county roads.

RE: PROJECT: Sleepy Hollow Road Storage / Planned Unit Development
CASE NO.: PUD-23-27

Please be advised that this letter pertains to transportation, access management, stormwater, and floodplain related impacts foreseen from the proposed PUD application as reviewed by Lake County Department of Public Works. This letter does not include any land use, zoning, or any other elements that may be addressed by other departments, such as Lake County Department of Economic Growth - Office of Planning and Zoning.

Please contact me if you have any questions concerning the comments and recommendations provided in this letter.

Approval may be subject to Board of County Commission approval.

Sincerely,



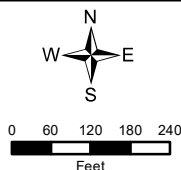
Seth Lynch
Development Engineer
Lake County Department of Public Works
Engineering Division
slynch@lakecountyfl.gov

Cc: Jeff Earhart, Engineering Manager for Lake County
Bobby Howell, Planning Director for Lake County
Janie Barron, Chief Planner for Lake County
Dan Miller, Planning Manager for City of Leesburg

Aerial



**Planning
& Zoning
Division**



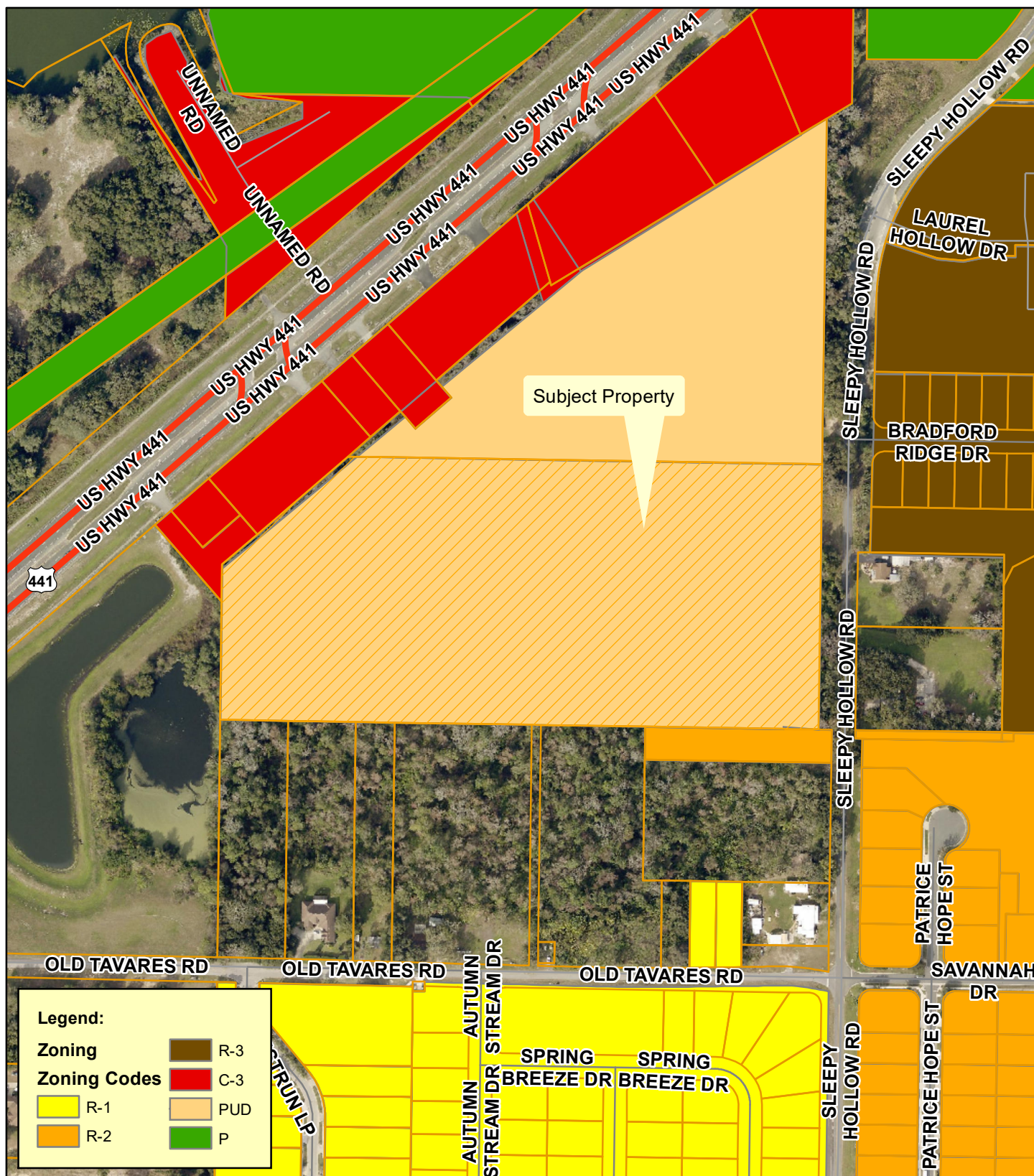
Sleepy Hollow Road Storage
PUD-23-27

AK #3902083

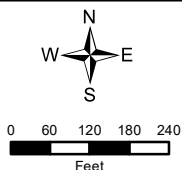
Section 20, Township 19 South, Range 25 East

January 26, 2023

Zoning



Planning & Zoning Division

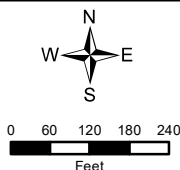


Sleepy Hollow Road Storage
PUD-23-27
AK #3902083
Section 20, Township 19 South, Range 25 East
January 26, 2023

Proposed Zoning

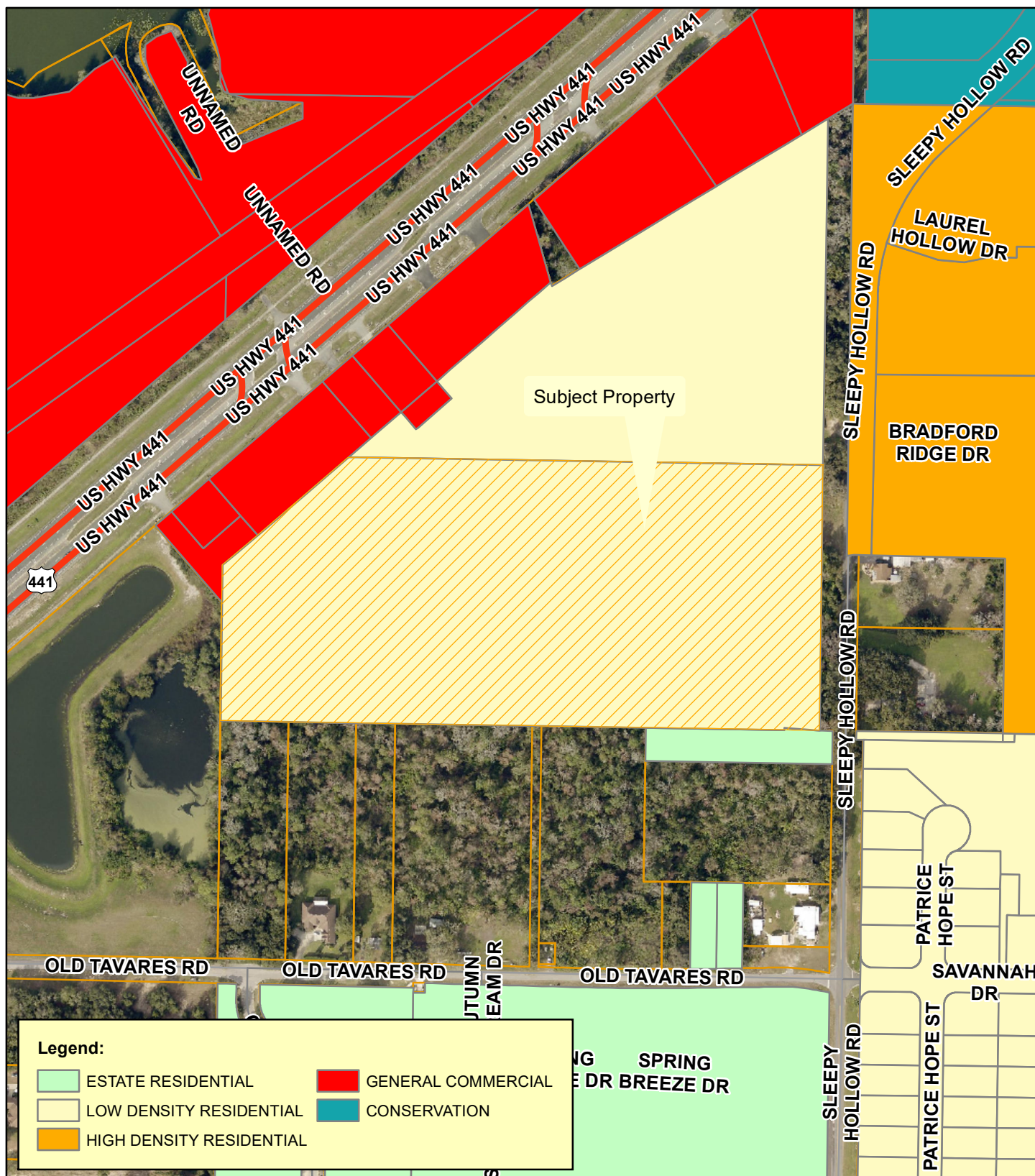


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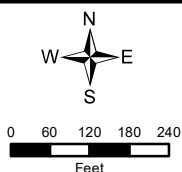


Sleepy Hollow Road Storage
PUD-23-27
AK #3902083
Section 20, Township 19 South, Range 25 East
January 26, 2023

Future Land Use



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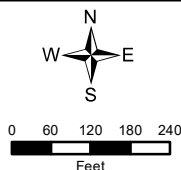


Sleepy Hollow Road Storage
PUD-23-27
AK #3902083
Section 20, Township 19 South, Range 25 East
January 26, 2023

Surrounding Land Uses



**Planning
& Zoning
Division**



Sleepy Hollow Road Storage
PUD-23-27

AK #3902083

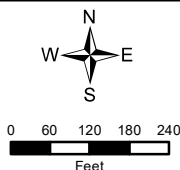
Section 20, Township 19 South, Range 25 East

January 26, 2023

Flood Zone

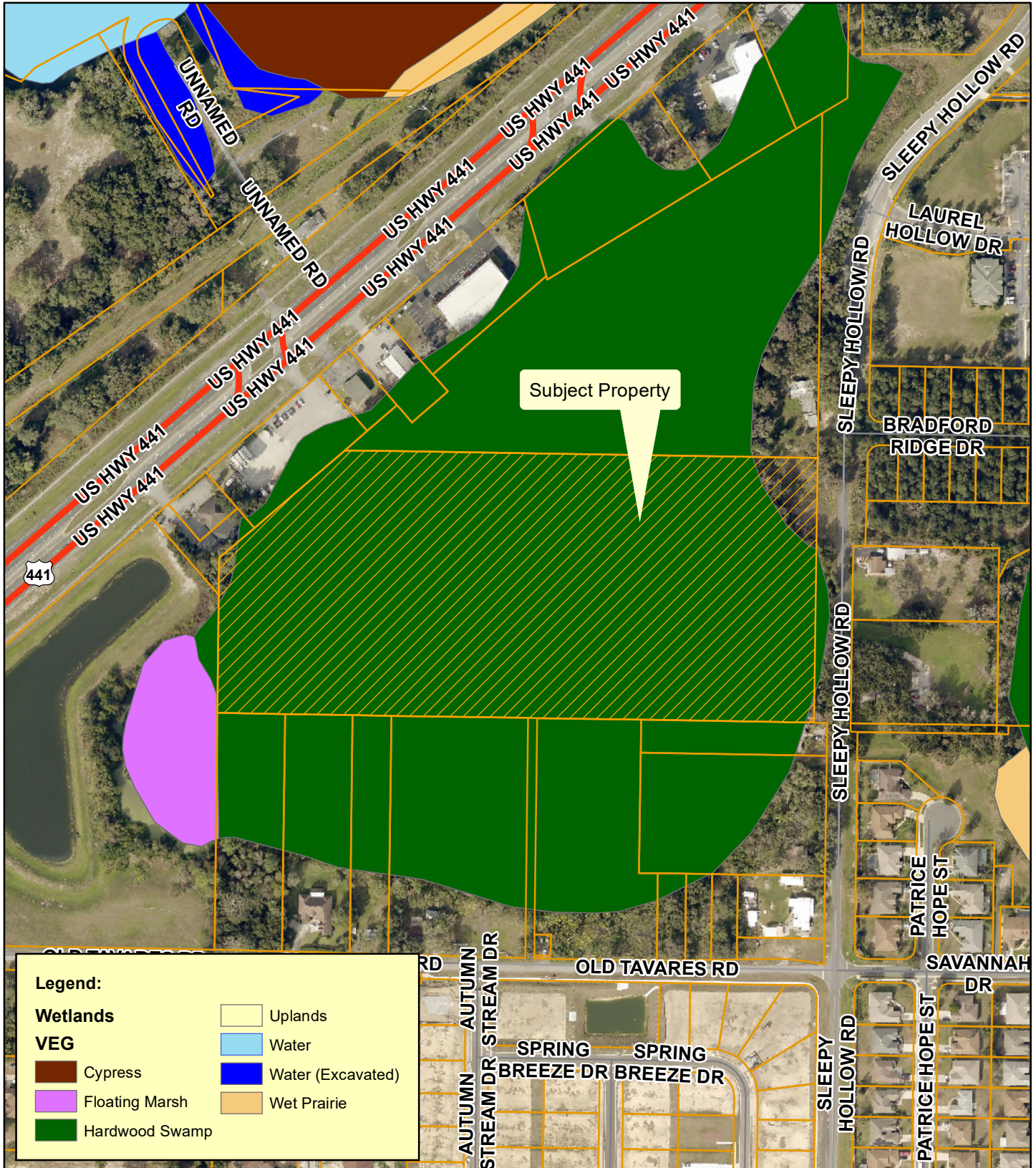


Planning & Zoning Division

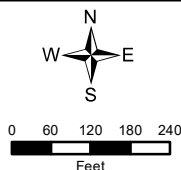


Sleepy Hollow Road Storage
PUD-23-27
AK #3902083
Section 20, Township 19 South, Range 25 East
January 26, 2023

Wetlands



**Planning
& Zoning
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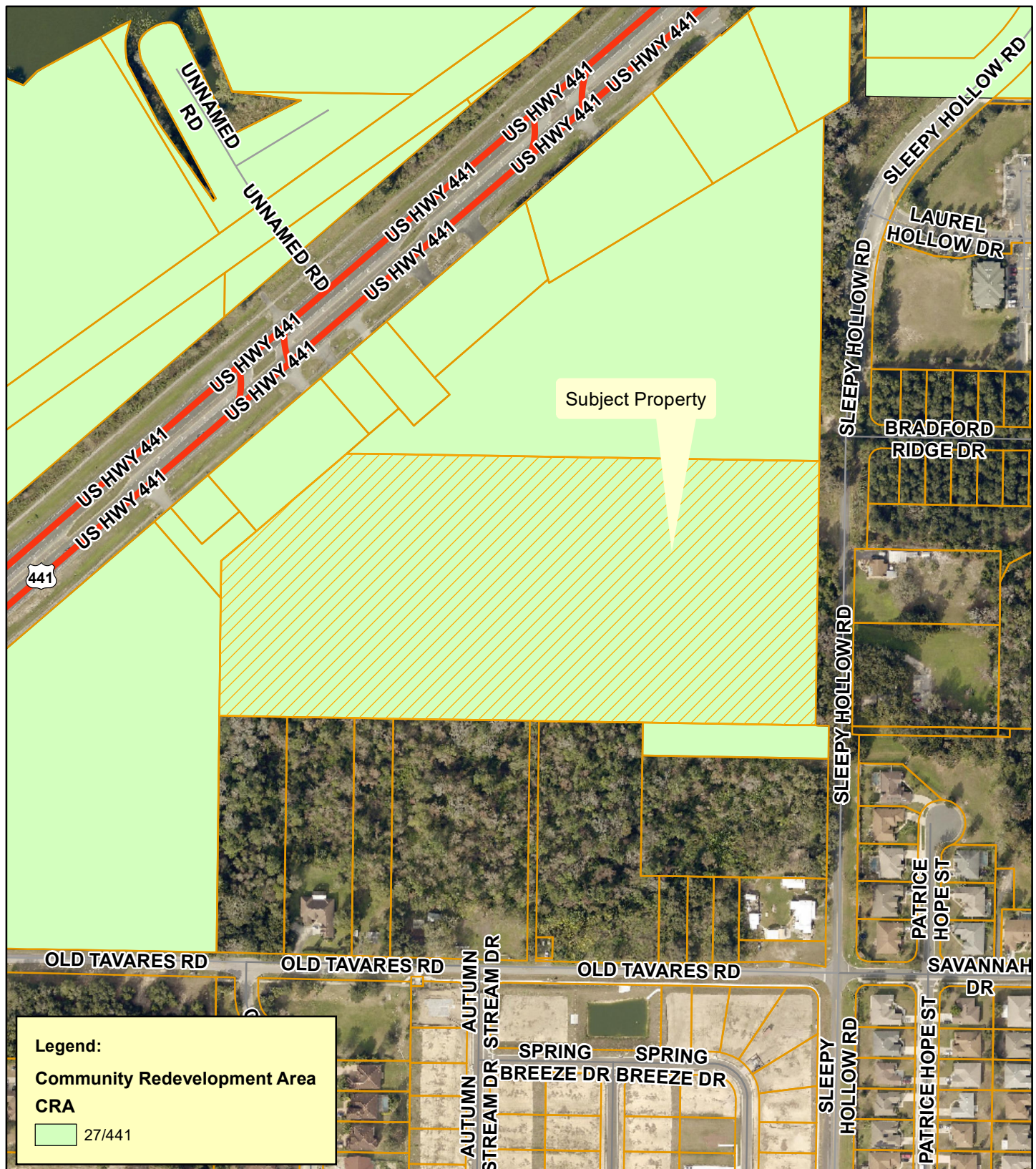
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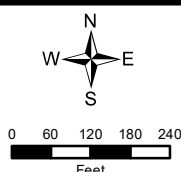
Section 20, Township 19 South, Range 25 East

January 26, 2023

Community Redevelopment Area



Planning & Zoning Division



Sleepy Hollow Road Storage
PUD-23-27
AK #3902083
Section 20, Township 19 South, Range 25 East
January 26, 2023



Looking east into the property from Sleepy Hollow Road.



Looking north on Sleepy Hollow Road.



Looking south on Sleepy Hollow Road.



Looking west across Sleepy Hollow Road.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: March 13, 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 22 +/- acres from City of Leesburg Industrial and Conservation to City of Leesburg General Commercial and Conservation, for a property generally located east of Executive Boulevard and north of West Main Street, lying in Section 29, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Hudson's Furniture at Leesburg SSCP)

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 22 +/- acres from City of Leesburg Industrial and Conservation to City of Leesburg General Commercial and Conservation.

Analysis:

The project site is approximately 22 acres. The property is generally located east of Executive Boulevard and north of W Main Street. Currently, the property is undeveloped acreage. The proposed use is for a 50,000 square foot furniture store, mini-warehouse, and outdoor storage/parking for RVs. The surrounding Future Land Use Map designations of Lake County Urban Medium Density, Lake County Industrial, and City of Leesburg Industrial are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City General Commercial and Conservation. 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 the 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 February 23, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

There is no direct fiscal impact on the City as a result of 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 22 +/- ACRES FROM CITY OF LEESBURG INDUSTRIAL AND CONSERVATION TO CITY OF LEESBURG GENERAL COMMERCIAL AND CONSERVATION, FOR A PROPERTY GENERALLY LOCATED EAST OF EXECUTIVE BOULEVARD AND NORTH OF WEST MAIN STREET, LYING IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (HUDSON'S FURNITURE AT LEESBURG SSCP)

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

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

NOW, THEREFORE,

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

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 22 acres of land generally located east of Executive Boulevard and north of West Main Street from City of Leesburg Industrial and Conservation to City of Leesburg General Commercial and Conservation, as shown on the revised map of said area, lying in Section 29, Township 19 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

LEGAL DESCRIPTION:

NW ¼ of NE ¼ lying N of HWY-Less from NW Cor of NE 1/4 run S 0-20-25 W along the W line of NE ¼ a dist of 517.24 FTTO a pt on the existing n'ly r/w line of SR 44, said pt being 50 ft from, when measured at a right angle, to the centerline of SR 44, thence S 67-40-30 E along said n'ly r/wline 435,61 ft to the beg of a curve concave n'ly, having a radius of 3769,93 ft and a central angle of 10-23-32, thence sel'y along the arc of said curve to the left and along said n'ly r/w line 683,76 ft, said arc subtended by a chord which bears S 72-52-16 E 682,82 ft to the curve's end and for POB, said pt being the beg of a compound curve concave n'ly, having a radius of 3769,83 ft and a central angle of 04-07-47, thence sel'y along the arc of said curve to the left 271.71 ft, said arc subtended by a chord which bears S 80-07-55 E 271,65 FTTO a pt on the W line of the plat of 44 Industrial Park PB 32 PGS 14-15, said pt also being the pt of intersection with a non-tangent line, thence N 0-19-39 E along said W line 29,92 ft, thence N 81-22-01 W 50,26 ft, thence S 08-37-59 W 20 ft to apt of intersection with a non-tangent curve concave n'ly having a radius of 3759.83 ft and a central angle of 03-18-0, thence w'ly along the arc of said curve to the right 216,55 ft, said arc subtended by a chord which bears N 79-43-01 W 216,52 ft to a pt of intersection with a non-tangent line, thence S 11-55-59 W 10 ft to POB for RD R/W – ORB 718 PG 556



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: February 23, 2023
OWNER: Kay Teeter Baldwin
PETITIONER: Adam Hudson, Hudson's Furniture Showroom, Inc.
PROJECT: Hudson's Furniture at Leesburg
REQUEST: Small Scale Comprehensive Plan Amendment to General Commercial and Conservation
CASE NO.: SSCP 22-3

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed request, as conditioned in City of Leesburg case number SSCP-22-3, is compatible with the adjacent future land use designations of City of Leesburg Industrial and with Lake County Industrial and Urban Low Density.
3. The proposed request, as conditioned in City of Leesburg Case number SSCP-22-3, is compatible with the current surrounding zoning districts of City of Leesburg PUD (Planned Unit Development), M-1 (Industrial), SPUD (Small Planned Unit Development), CIP (Commercial/Industrial Planned), and I (Institutional), and with Lake County HM (Heavy Industrial), LM (Light Industrial), and A (Agriculture).
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** the Small Scale Comprehensive Plan amendment from City of Leesburg Industrial and Conservation to General Commercial and Conservation, and forward the recommendation to the City Commission for consideration.

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

DATE: February 23, 2023

OWNER: Kay Teeter Baldwin

PETITIONER: Adam Hudson, Hudson's Furniture Showroom, Inc.

PROJECT: Hudson's Furniture at Leesburg

REQUEST: Small Scale Comprehensive Plan Amendment to General Commercial and Conservation, and PUD Zoning to allow a furniture showroom, warehouse, and RV storage uses.

CASE NO.: SSCP-22-3; PUD-22-4

GENERAL LOCATION: The property is generally located north of W Main Street and east of Executive Boulevard.

FUTURE LAND USE DESIGNATION: Industrial and Conservation.

SURROUNDING FUTURE LAND USE DESIGNATION:

North – City of Leesburg Industrial; Lake County Urban Medium Density
South – City of Leesburg Industrial; City of Leesburg Conservation
East – City of Leesburg Industrial
West – City of Leesburg Industrial

PROPOSED FUTURE LAND USE DESIGNATION: General Commercial and Conservation.

EXISTING ZONING DESIGNATION: M-1 (Industrial).

SURROUNDING ZONING DESIGNATIONS:

North – City of Leesburg PUD (Planned Unit Development); Lake County A (Agriculture)
South – City of Leesburg SPUD (Small Planned Unit Development); City of Leesburg CIP (Commercial/Industrial Planned); City of Leesburg M-1 (Industrial); City of Leesburg I (Institutional)
East – City of Leesburg C-3 (Highway Commercial); City of Leesburg CIP (Commercial/Industrial Planned)
West – City of Leesburg PUD (Planned Unit Development); Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development).

EXISTING LAND USE: Vacant and undeveloped industrial.

SURROUNDING LAND USE:

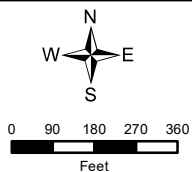
North – Agriculture
South – Industrial; Lodge
East – Industrial
West – Industrial; Agriculture

PROPOSED LAND USE: Furniture showroom, warehouse, and RV storage.

Aerial



**Planning
& Zoning
Division**



Hudson's Furniture at Leesburg

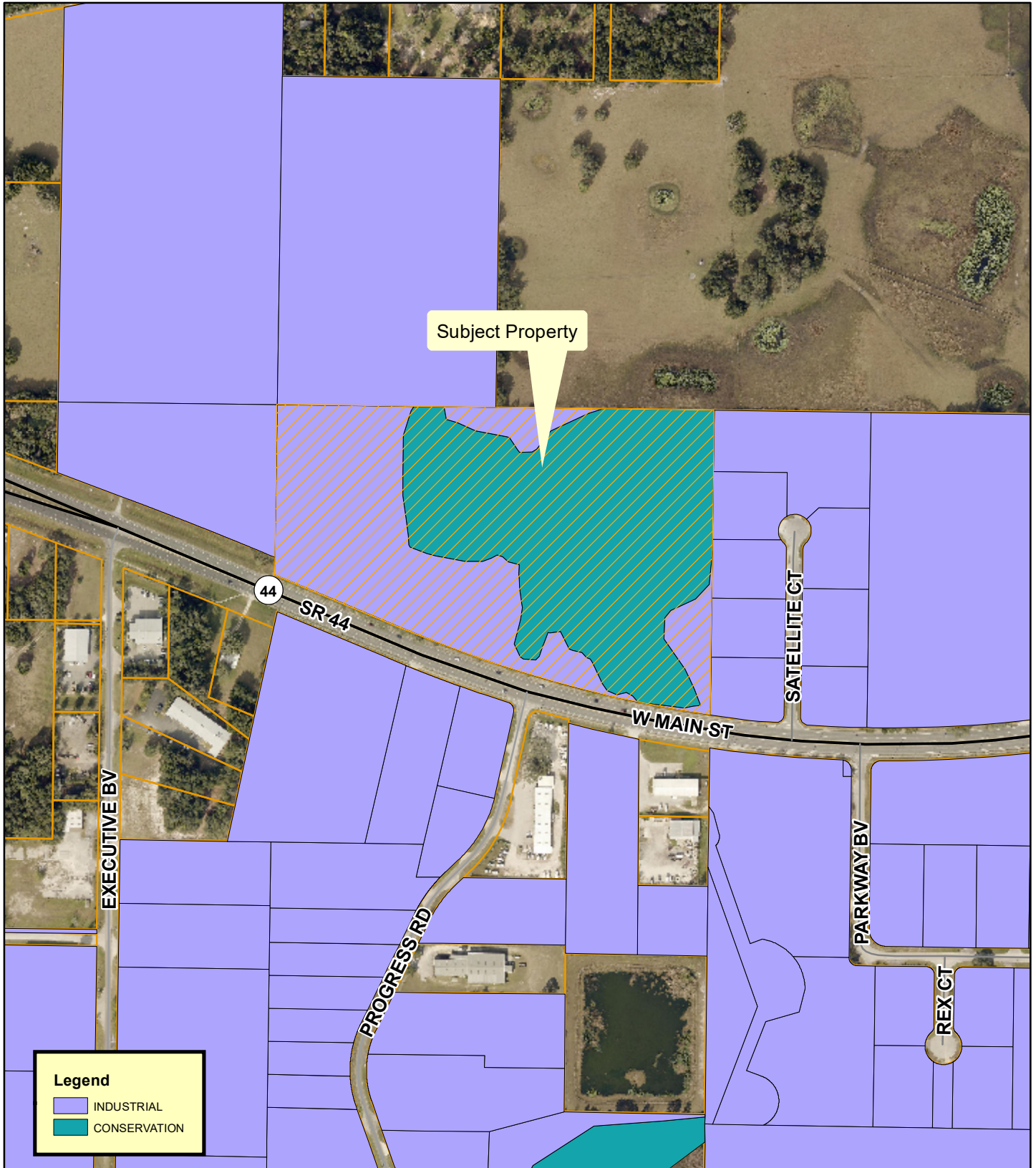
SSCP-22-3; PUD-22-4

AK#: 1176042

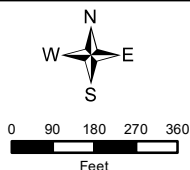
Section 26, Township 19 South, Range 24 East

January 6, 2023

City of Leesburg Future Land Use



**Planning
& Zoning
Division**



Hudson's Furniture at Leesburg

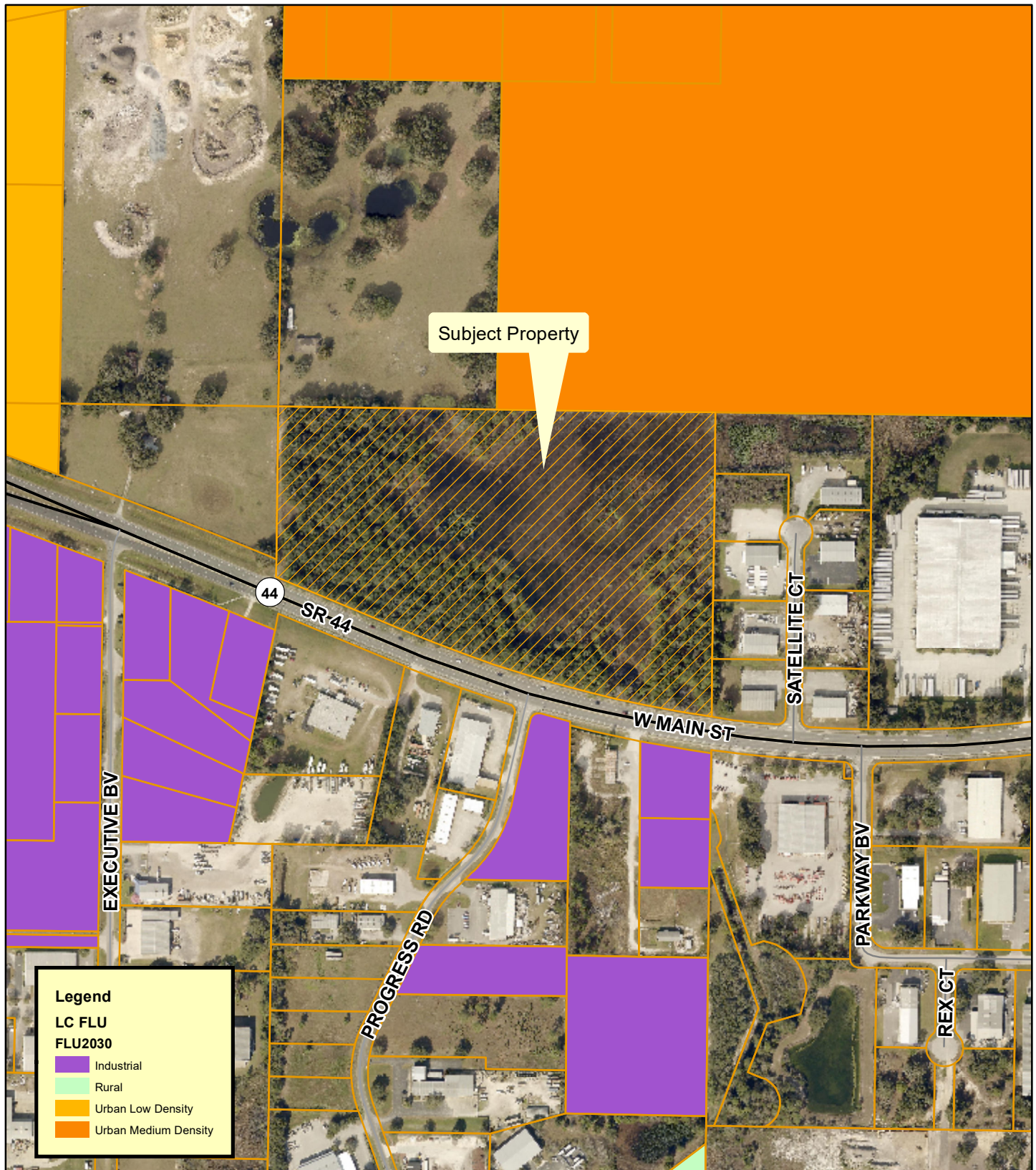
SSCP-22-3; PUD-22-4

AK#: 1176042

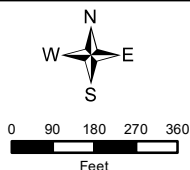
Section 26, Township 19 South, Range 24 East

January 6, 2023

Lake County Future Land Use



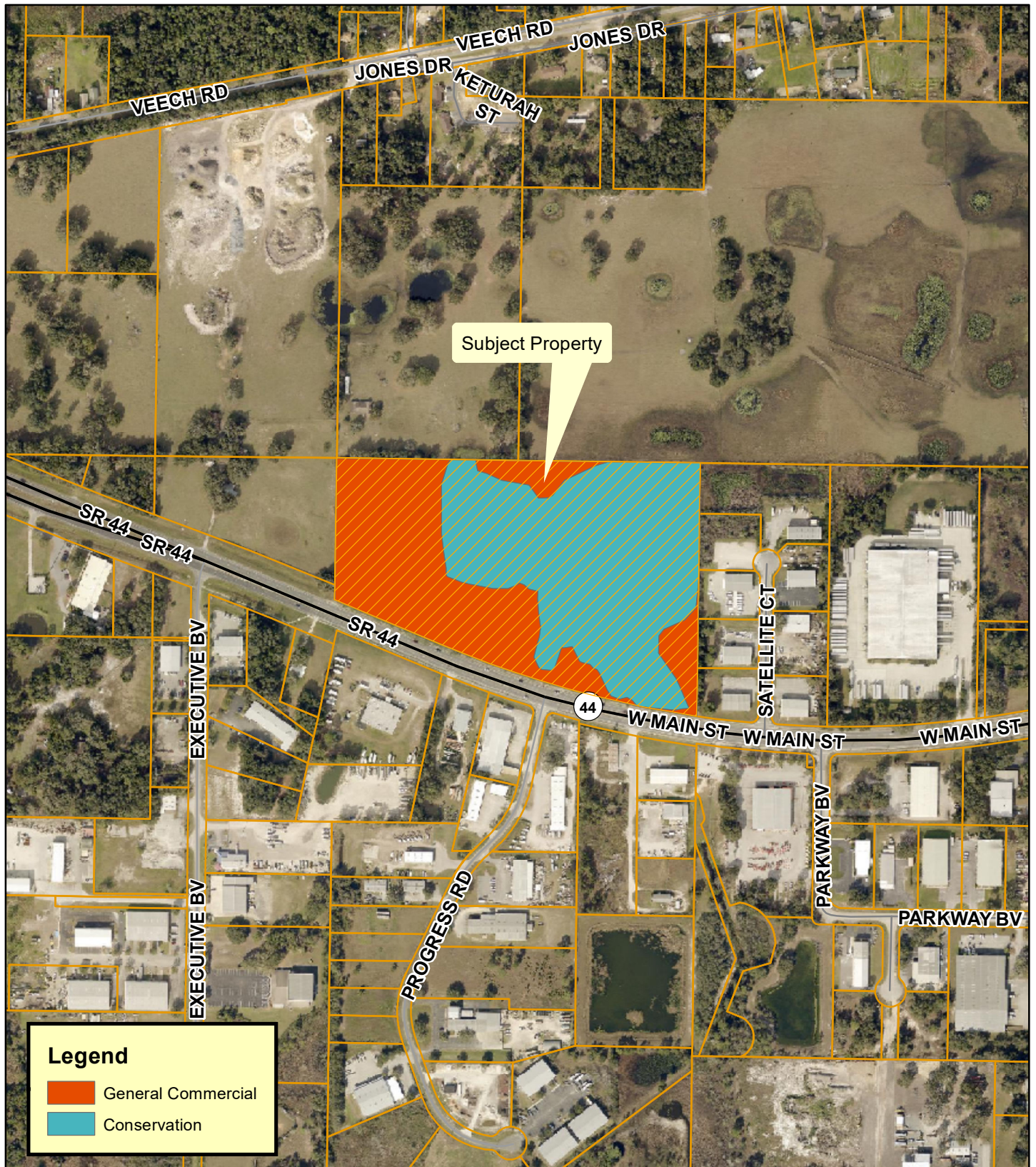
**Planning
& Zoning
Division**



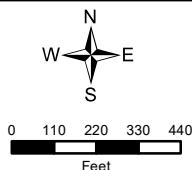
Hudson's Furniture at Leesburg
SSCP-22-3; PUD-22-4
AK#: 1176042

Section 26, Township 19 South, Range 24 East
January 6, 2023

Proposed Future Land Use



**Planning
& Zoning
Division**



Hudson's Furniture at Leesburg

SSCP-22-3; PUD-22-4

AK#: 1176042

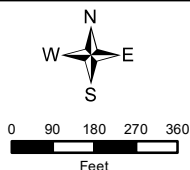
Section 26, Township 19 South, Range 24 East

January 24, 2023

Surrounding Uses



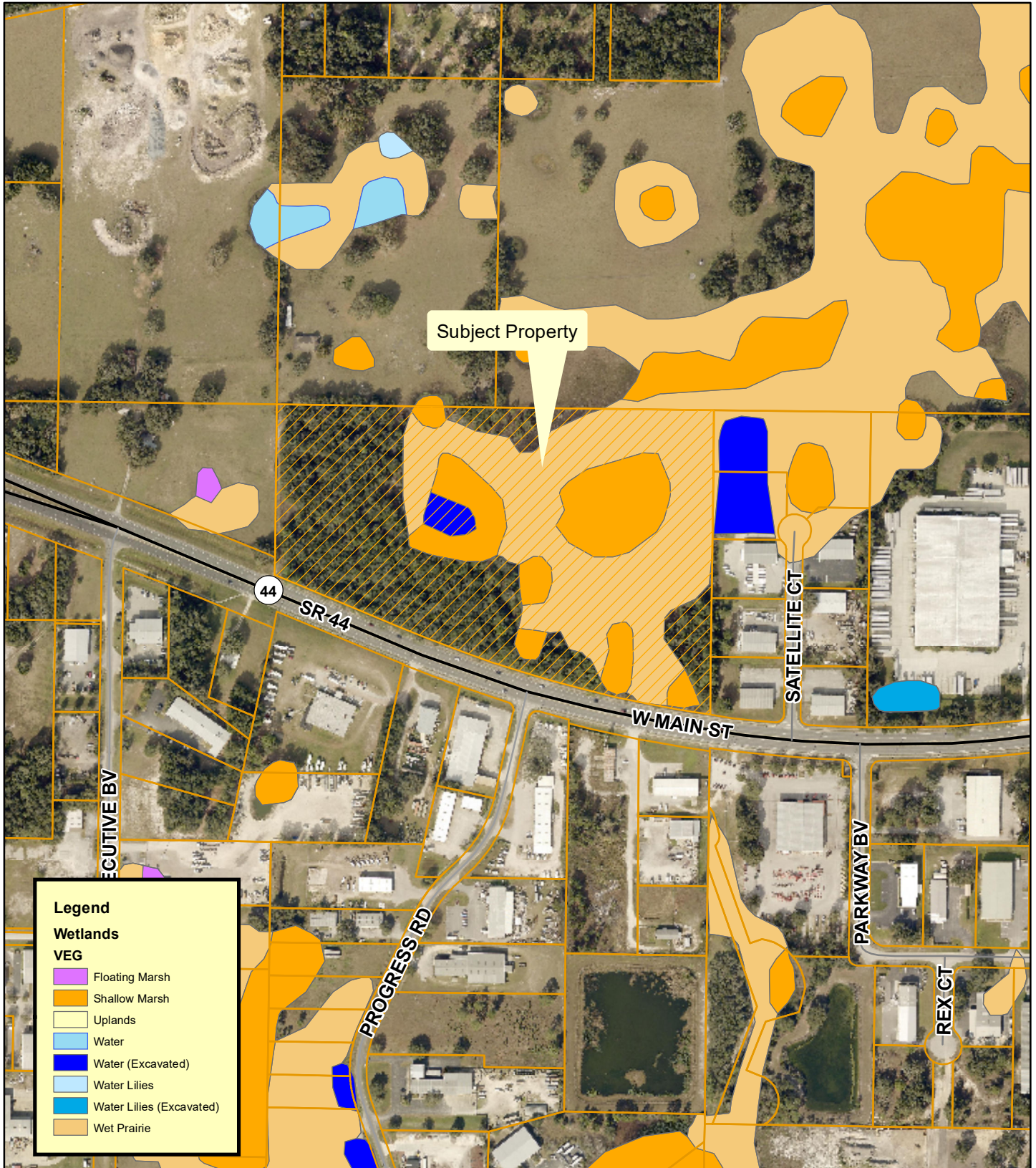
**Planning
& Zoning
Division**



Hudson's Furniture at Leesburg
SSCP-22-3; PUD-22-4
AK#: 1176042

Section 26, Township 19 South, Range 24 East
January 6, 2023

Wetlands



Legend

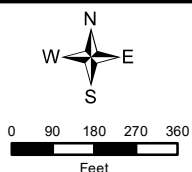
Wetlands

VEG

- Floating Marsh
- Shallow Marsh
- Uplands
- Water
- Water (Excavated)
- Water Lilies
- Water Lilies (Excavated)
- Wet Prairie



**Planning
& Zoning
Division**



Hudson's Furniture at Leesburg

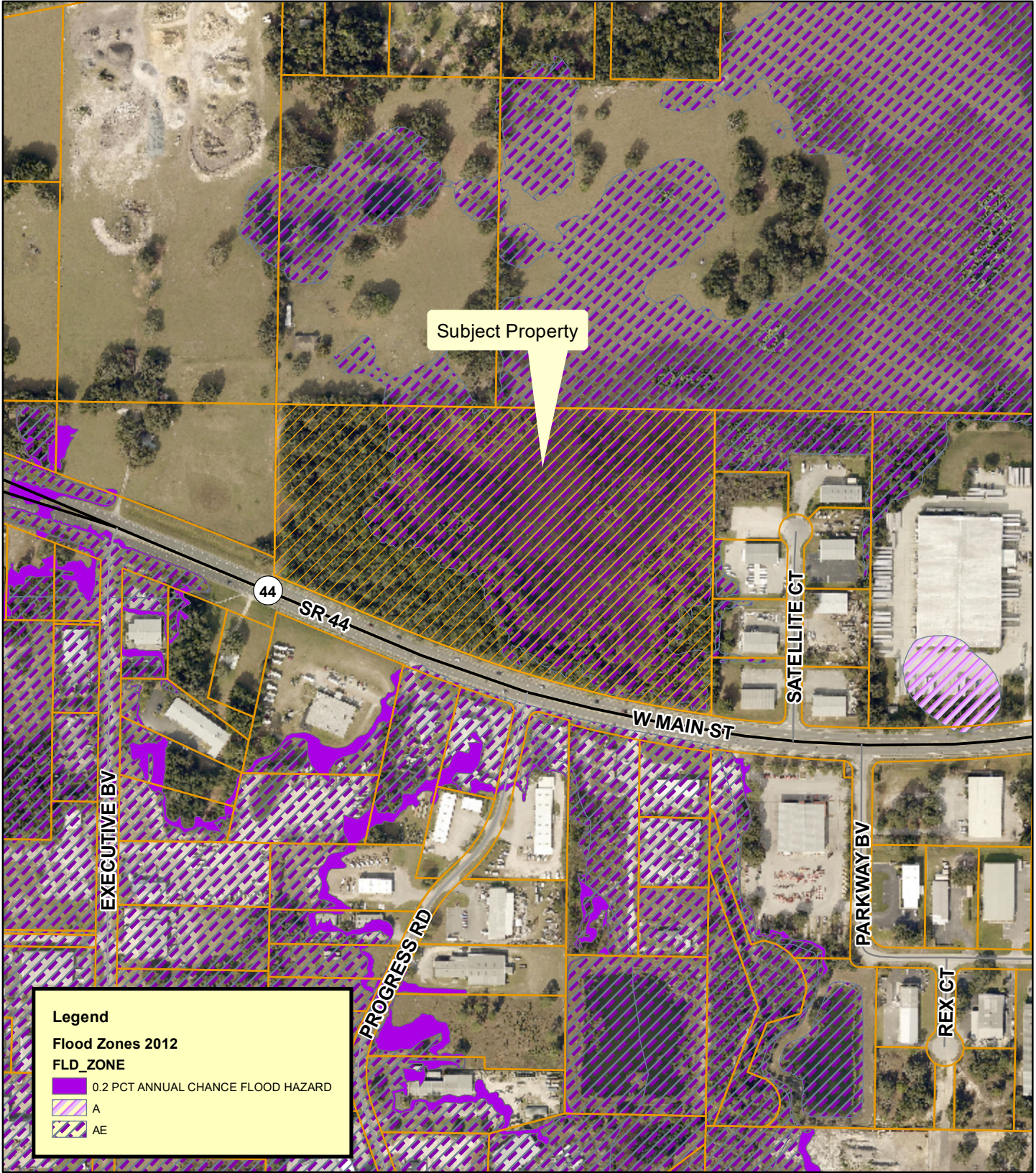
SSCP-22-3; PUD-22-4

AK#: 1176042

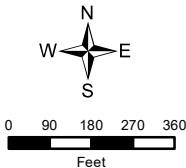
Section 26, Township 19 South, Range 24 East

January 6, 2023

Flood Zone



**Planning
& Zoning
Division**



Hudson's Furniture at Leesburg
SSCP-22-3; PUD-22-4
AK#: 1176042
Section 26, Township 19 South, Range 24 East
January 6, 2023

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.4.

Meeting Date: March 13, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 22 +/- acres from City of Leesburg M-1 (Industrial) to City of Leesburg PUD (Planned Unit Development), for a property generally located east of Executive Boulevard and north of W Main Street, lying in Section 29, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Hudson's Furniture at Leesburg PUD)

Staff Recommendation:

Planning & Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from City of Leesburg M-1 (Industrial) to City of Leesburg PUD (Planned Unit Development).

Analysis:

The project site is approximately 22 +/- acres, and is generally located east of Executive Boulevard and north of W Main Street, as shown on the attached maps. At this time, the property is vacant. The proposal will allow for a 50,000 square foot furniture store, mini-warehouse, and outdoor storage/parking for RVs. The existing land uses surrounding the property are agricultural, industrial, and lodge. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on February 23, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning from M-1 (Industrial) to PUD (Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact on the City as a result of 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 OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 22 +/- ACRES FROM CITY OF LEESBURG M-1 (INDUSTRIAL) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED EAST OF EXECUTIVE BOULEVARD AND NORTH OF W MAIN STREET, LYING IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (HUDSON'S FURNITURE AT LEESBURG PUD)

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

Section 1.

Based upon the petition of Hudson's Furniture Showroom, Inc., (Adam Hudson, Hudson's Furniture Showroom, Inc., Petitioner) 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 City of Leesburg M-1 (Industrial) 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

LEGAL DESCRIPTION:

NW ¼ of NE ¼ lying N of HWY-Less from NW Cor of NE 1/4 run S 0-20-25 W along the W line of NE ¼ a dist of 517.24 FTTO a pt on the existing n'ly r/w line of SR 44, said pt being 50 ft from, when measured at a right angle, to the centerline of SR 44, thence S 67-40-30 E along said n'ly r/wline 435,61 ft to the beg of a curve concave n'ly, having a radius of 3769,93 ft and a central angle of 10-23-32, thence sel'y along the arc of said curve to the left and along said n'ly r/w line 683,76 ft, said arc subtended by a chord which bears S 72-52-16 E 682,82 ft to the curve's end and for POB, said pt being the beg of a compound curve concave n'ly, having a radius of 3769,83 ft and a central angle of 04-07-47, thence sel'y along the arc of said curve to the left 271.71 ft, said arc subtended by a chord which bears S 80-07-55 E 271,65 FTTO a pt on the W line of the plat of 44 Industrial Park PB 32 PGS 14-15, said pt also being the pt of intersection with a non-tangent line, thence N 0-19-39 E along said W line 29,92 ft, thence N 81-22-01 W 50,26 ft, thence S 08-37-59 W 20 ft to apt of intersection with a non-tangent curve concave n'ly having a radius of 3759.83 ft and a central angle of 03-18-0, thence w'ly along the arc of said curve to the right 216,55 ft, said arc subtended by a chord which bears N 79-43-01 W 216,52 ft to a pt of intersection with a non-tangent line, thence S 11-55-59 W 10 ft to POB for RD R/W – ORB 718 PG 556

**HUDSON'S FURNITURE AT LEESBURG
PUD (PLANNED UNIT DEVELOPMENT)**

**Development Conditions
February 17, 2023 (Draft)**

These Planned Development Conditions for a PUD (Planned Unit Development) District are granted by the City of Leesburg, Lake County, Florida to **Hudson's Furniture at Leesburg, Adam Hudson, Hudson's Furniture Showroom, Inc., 3290 W State Road, Sanford, FL 32771**, "Permittee" for the purposes and terms and conditions as set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Development Process" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" has applied requesting a PUD (Planned Unit Development) zoning district for commercial and light industrial uses on an approximately 22 +/- acre site generally located east of Executive Boulevard and north of West Main Street, within the City of Leesburg in accordance with a Planned Development Rezoning application and supplemental information. This request is to allow for a 50,000 square foot furniture showroom, warehouse, and RV storage uses.

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 to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. In 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

Permission is hereby granted to **Hudson's Furniture at Leesburg, Adam Hudson, Hudson's Furniture Showroom, Inc., 3290 W State Road, Sanford, FL 32771**, to operate and maintain a PUD (Planned Unit Development) development in and on real property in the City of Leesburg, subject to all appropriate federal, state and local permitting codes, standards and requirements.

2. LEGAL DESCRIPTION

See attached legal "Exhibit B"

3. LAND USES

The above-described property shall be developed for PUD (Planned Unit Development) uses as limited herein, and pursuant to City of Leesburg development codes and standards and requirements, and as noted below.

A. Uses

Uses shall be those listed as permitted uses in this document and shall occupy the approximate area as shown on the Conceptual Site Plan, Exhibit C.

1. The following uses shall be considered “Permitted Uses”
 - i. Retail uses as restricted herein by “Prohibited Uses”
 - ii. Warehouse and mini-warehouse/storage units
 - iii. General office uses
 - iv. Office/Warehouse uses
 - v. General retail uses as accessory to mini-warehouse/storage units
 - vi. RV/boat storage
 - vii. Other permitted uses within the Commercial areas shall follow the C-3 (Highway Commercial) zoning district requirements, as amended, subject to the conditions of this document.
2. The following uses shall be considered “Prohibited Uses”
 - i. Bars, clubs and lounges
 - ii. Liquor/Package stores (alcohol)
 - iii. Second hand “Thrift” or Consignment shops
 - iv. Tattoo parlors
 - v. Check cashing stores
 - vi. Auto dealer/repair
 - vii. Adult uses
 - viii. Pawn shops
 - ix. Smoke shops
 - x. Junk or scrap/recycling collection/distribution
 - xi. Passenger terminals
 - xii. Rehab centers (including drug and alcohol)
 - xiii. Residential uses
 - xiv. Social services
 - xv. Transient accommodations
 - xvi. Truck stops
 - xvii. Waste related services
 - xviii. Crematoriums
 - xix. All other uses which are not specifically permitted within these conditions under permitted uses, or and uses which may adversely impact the adjoining properties due to traffic, noise, dust, etc.
3. The following uses shall be considered “Accessory Uses”
 - i. Outdoor storage for retail uses
 - ii. Temporary modular office for use during construction
 - iii. Accessory structures for outside storage

4. DEVELOPMENT STANDARDS

A. Minimum Development Standards

1. Minimum lot development standards shall be those of the C-3 (Highway Commercial) 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.

B. Setbacks

1. Other setbacks shall be governed by the C-3 (Highway Commercial) 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

5. LANDSCAPING, IRRIGATION AND BUFFER 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.
3. All required landscaping and buffering shall be constructed in accordance with regulations contained within the City of Leesburg Code of Ordinances, including the following:
 - a. A 25-foot landscape buffer shall be required along the north, east, and west property lines, as shown on Exhibit C, attached hereto.
 - b. A 30-foot landscape buffer shall be installed along the southern property line, as shown on Exhibit C, attached hereto.
 - c. Adjacent to the southwest corner of the building, the buffer may be reduced to not less than 20 feet.
4. 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.
5. For purposes of water conservation, all irrigated areas shall meet the requirements of section 25-337(c)(4), as amended, City of Leesburg Code of Ordinances.

B. Building Landscaping

1. All new building construction shall comply with Section 25-329 *Landscape Buffer Requirements*, City of Leesburg Code of Ordinances, for landscaping around building areas, including a five (5) foot landscape buffer around the building perimeter.

C. Parking Lot Landscaping

1. Paved parking aisles shall have landscape islands located at the end of each aisle.
2. Each landscape island shall be at least 200 square feet, and contain at a minimum, one canopy or understory tree, plus shrubs and groundcover.

D. Open Space

1. A minimum of thirty-five (35) percent of the property shall be open space. Retention areas, buffers and landscaped areas may be used for the purpose of calculating open space. Parking areas and vehicle access areas shall not be considered in calculating open space.

6. MAINTENANCE

A. Responsibility to Maintain

1. With the exception of public utilities, maintenance of all site improvements,

including but not limited to drives, internal sidewalks, landscaping and drainage and all other structures shall be the responsibility of the owner.

7. SITE ACCESS

A. Site Access

1. Access to the property shall be from the south side of the property. Prior to construction, all access points shall be subject to permitting through the City of Leesburg, Lake County or the Florida Department of Transportation as required by law.

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. 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.

10. 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. Ground Signs - Standards

1. The maximum height for the one (1) monument sign shall be twenty (20) feet.

2. The maximum copy area for the one (1) monument sign shall be 80 square feet per face.
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 fifty (50) 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.

11. DEVELOPMENT PHASING & IMPLEMENTATION

A. Planned Phasing of Development

1. If phasing of the proposed project is desired, said project may be constructed in phases in accordance with the PUD Planned Unit Development Conceptual Plan (Exhibit C) or the approved site plan as applicable. Changes to the Conceptual Development Plan or approved site plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Unit Development review process.

C. Implementation of Development

1. The project shall substantially commence one-hundred twenty (120) months after approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.

C. Satisfaction of Implementation

1. Satisfaction of the implementation of development shall be attained at such point as the developer has performed any of the following:
 - a. Received an approved site plan for new construction;
 - b. Pulled a building permit and diligently pursued completion of a new structure as shown on the conceptual site plan.

12. DRAINAGE AND UTILITIES

A. Site Plan Required

1. Prior to receiving Final Development Plan Approval, the "Permittee" shall submit, if applicable, a Master Site Plan acceptable to the City of Leesburg. This plan shall contain:
 - a. A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties.
 - b. A detailed site plan indicating all provisions for electric, water, sewer, and natural gas in accordance with the site plan review process as required by the City of Leesburg Code of Ordinances.

B. Service and Fees

1. 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.

C. Financial Responsibility

1. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new development in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

13. WETLANDS AND FLOOD ZONES

A. Existing Wetlands

1. Where wetlands exist on the site, the following requirements shall apply.
 - 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. Prior to disturbance or development of any wetland area, the "Permittee" shall submit and receive approval from all affected governmental agencies to include, but not limited to, St. John's River Water Management District and the State of Florida Department of Environmental Regulation.
 - c. Any notice of violation from any affected agency shall be cause for a cease and desist order on permits issued by the City of Leesburg until such time as the violation has been resolved with the appropriate agency(s).

B. Wetland Buffers

1. Wetlands shall have a minimum upland buffer as 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.

C. Wetland Easements

1. To the extent practical, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, St. Johns River Water Management District or another legal entity such as a homeowners 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 St. Johns River Water Management District or another legal entity such as a property owners association for ownership and maintenance.

D. Development Review

1. 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 proposed construction within and near flood hazard boundary areas, to ensure compliance with all regulations.

14. STORMWATER MANAGEMENT / UTILITIES

A. Stormwater Management and Utility Plan

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. The 100-year flood plain shown on all plans and lots.
4. 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.
5. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District.
6. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.

B. Responsibility for improvements

1. The developer shall bear all responsibility, financial and otherwise, for the construction and installation of utility infrastructure and other improvements related to the use and development of the property, which shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

15. DESIGN REQUIREMENTS

A. Architectural Theme

1. Each building shall have a common architectural theme for each phase and the side of buildings which face streets (public or private) shall be finished in the same materials as used in the front of buildings.

B. Screening of equipment

1. Mechanical units and roof equipment should be screened from view with parapet or other screening method so that mechanical equipment is not seen from public right-of-way and the adjacent residential property.

C. Exterior construction materials

1. Exterior building materials contribute significantly to the visual impact of a building on the community. They shall be well designed and integrated into a comprehensive design style for the project. At a minimum, the north, west and east sides of the building shall be constructed as noted herein, including the total exterior wall area of each building elevation which shall be composed of one of the following:
 - a. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.

- b. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option).
- c. All textured stucco, provided there are unique design features such as recessed areas, tile roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Planning and Zoning Manager for compliance.
- d. Horizontal siding, with raised banding, and architectural relief through Bahama-style shutters and roof-line variation, as shown in the conceptual façade “Exhibit E,” attached hereto, are considered compliant with architectural standards within this PUD document.

D. Building Façade

- 1. Building facades shall provide architectural relief for building walls and frontage walls facing the street. Buildings shall provide a foundation or base, typically from ground to bottom of the lower windowsills, with changes in volume or material. A clear visual division shall be maintained between ground level floors and upper floors on multi-story buildings.

E. Design Variations

- 1. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Director, as subject to consistency with the overall intent of this PUD document is maintained.

E. Dark Sky Lighting

- 1. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as Exhibit D, attached hereto.

16. MISCELLANEOUS CONDITIONS

A. Uses

- 1. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized 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 PUD 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 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.

17. LEVELS OF SERVICE AND CAPACITY

A. Levels of Service

1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

- A. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

C. Financial Responsibility

1. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

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

E. Ability to Provide Services

1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

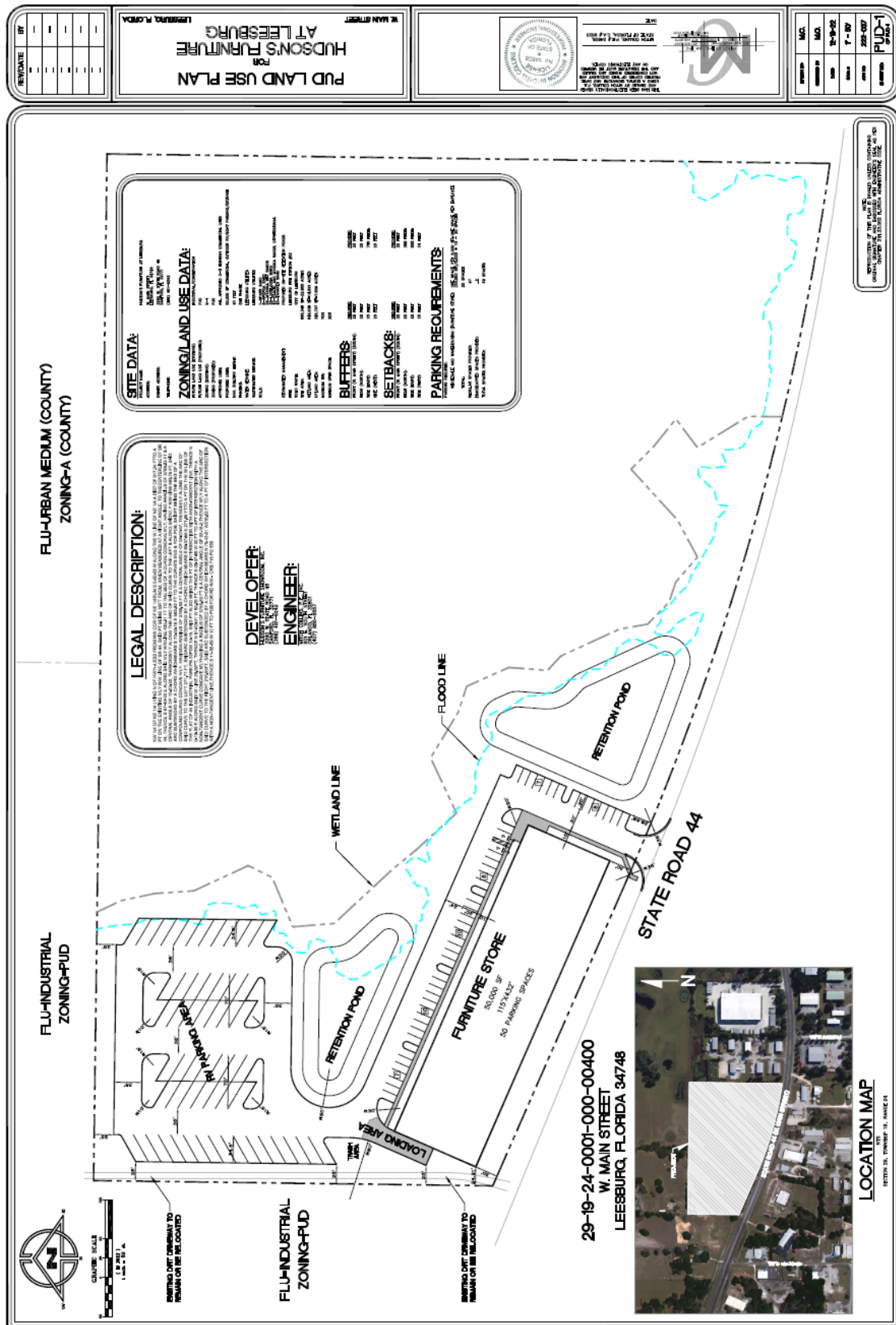
LEGAL DESCRIPTION
(provided by applicant)

EXHIBIT B

LEGAL DESCRIPTION:

NW 1/4 OF NE 1/4 LYING N OF HWY—LESS FROM NW COR OF NE 1/4 RUN S 0-20-25 W ALONG THE W LINE OF NE 1/4 A DIST OF 517.24 FT TO A PT ON THE EXISTING NLY R/W LINE OF SR 44, SAID PT BEING 50 FT FROM, WHEN MEASURED AT A RIGHT ANGLE, TO THE CENTERLINE OF SR 44, THENCE S 67-40-30 E ALONG SAID NLY R/W LINE 435.61 FT TO THE BEG OF A CURVE CONCAVE NLY, HAVING A RADIUS OF 3769.83 FT & A CENTRAL ANGLE OF 10-23-32, THENCE S ELY ALONG THE ARC OF SAID CURVE TO THE LEFT & ALONG SAID NLY R/W LINE 683.76 FT, SAID ARC SUBTENDED BY A CHORD WHICH BEARS S 72-52-16 E 682.82 FT TO THE CURVE'S END & FOR POB, SAID PT BEING THE BEG OF A COMPOUND CURVE CONCAVE NLY, HAVING A RADIUS OF 3769.83 FT & A CENTRAL ANGLE OF 04-07-47, THENCE S ELY ALONG THE ARC OF SAID CURVE TO THE LEFT 271.71 FT, SAID ARC SUBTENDED BY A CHORD WHICH BEARS S 80-07-55 E 271.65 FT TO A PT ON THE W LINE OF THE PLAT OF 44 INDUSTRIAL PARK PB 32 PGS 14-15, SAID PT ALSO BEING THE PT OF INTERSECTION WITH A NON-TANGENT LINE, THENCE N 0-19-39 E ALONG SAID W LINE 29.92 FT, THENCE N 81-22-01 W 50.26 FT, THENCE S 08-37-59 W 20 FT TO A PT OF INTERSECTION WITH A NON-TANGENT CURVE CONCAVE NLY HAVING A RADIUS OF 3759.83 FT & A CENTRAL ANGLE OF 03-18-0, THENCE WLY ALONG THE ARC OF SAID CURVE TO THE RIGHT 216.55 FT, SAID ARC SUBTENDED BY A CHORD WHICH BEARS N 79-43-01 W 216.52 FT TO A PT OF INTERSECTION WITH A NON-TANGENT LINE, THENCE S 11-55-59 W 10 FT TO POB FOR RD R/W— ORB 718 PG 556

Lake County Alternate Key #: 1176042

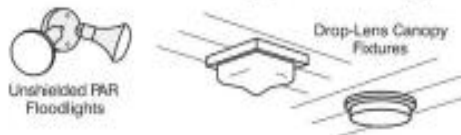
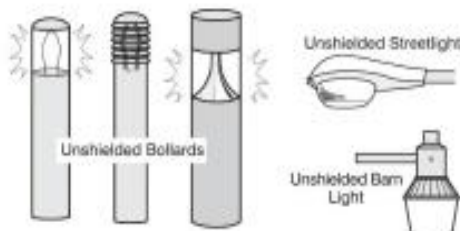
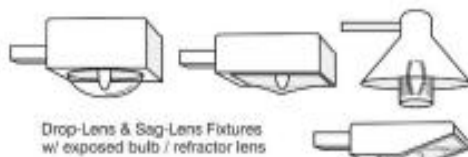
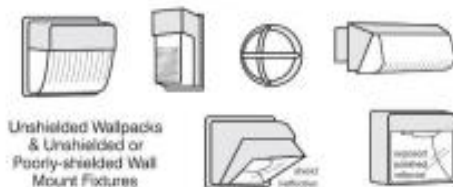


TYPICAL DARK SKY LIGHTING FIXTURES

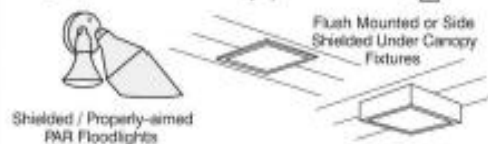
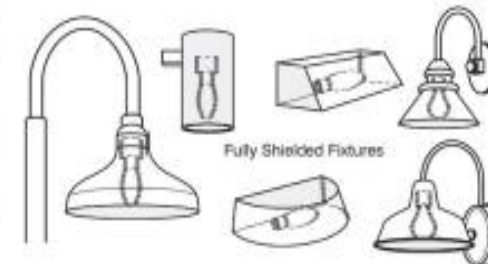
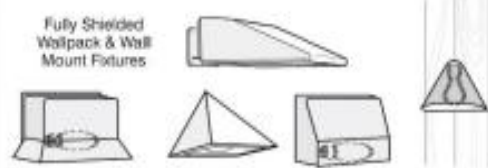
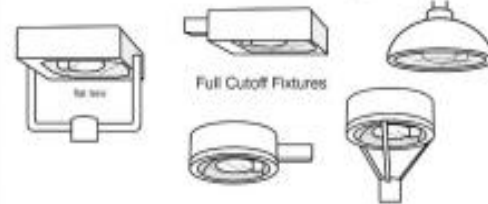
Examples of Acceptable / Unacceptable Lighting Fixtures

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



Illustrations by Bob Crelin © 2005. Rendered for the Town of Southampton, NY. Used with permission.





CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: February 23, 2023
OWNER: Kay Teeter Baldwin
PETITIONER: Adam Hudson, Hudson's Furniture Showroom, Inc.
PROJECT: Hudson's Furniture at Leesburg
REQUEST: Rezone to PUD for a furniture store with showroom, mini-warehouse use, and outdoor storage/parking.
CASE NO.: PUD-22-4

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. The proposed request is compatible with the current surrounding zoning districts of City of Leesburg PUD (Planned Unit Development), M-1 (Industrial), C-3 (Highway Commercial), SPUD (Small Planned Unit Development), CIP (Commercial/Industrial Planned), I (Institutional); Lake County A (Agriculture), HM (Heavy Industrial), and LM (Light Industrial).
2. The proposed request will allow commercial and storage uses for the property that is consistent with the ongoing development patterns along West Main Street, near Executive Boulevard.
3. The proposed request does not appear to create a detriment to surrounding properties, based on the location and proximity to compatible development.

Action Requested:

1. Vote to **approve** staff's recommendation to rezone the subject property from City of Leesburg M-1 (Industrial) to PUD (Planned Unit Development) and forward to the City Commission for consideration.

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

DATE: February 23, 2023

OWNER: Kay Teeter Baldwin

PETITIONER: Adam Hudson, Hudson's Furniture Showroom, Inc.

PROJECT: Hudson's Furniture at Leesburg

REQUEST: Small Scale Comprehensive Plan Amendment to General Commercial and Conservation, and PUD Zoning to allow a furniture showroom, warehouse, and RV storage uses.

CASE NO.: SSCP-22-3; PUD-22-4

GENERAL LOCATION: The property is generally located north of W Main Street and east of Executive Boulevard.

FUTURE LAND USE DESIGNATION: Industrial and Conservation.

SURROUNDING FUTURE LAND USE DESIGNATION:

North – City of Leesburg Industrial; Lake County Urban Medium Density
South – City of Leesburg Industrial; City of Leesburg Conservation
East – City of Leesburg Industrial
West – City of Leesburg Industrial

PROPOSED FUTURE LAND USE DESIGNATION: General Commercial and Conservation.

EXISTING ZONING DESIGNATION: M-1 (Industrial).

SURROUNDING ZONING DESIGNATIONS:

North – City of Leesburg PUD (Planned Unit Development); Lake County A (Agriculture)
South – City of Leesburg SPUD (Small Planned Unit Development); City of Leesburg CIP (Commercial/Industrial Planned); City of Leesburg M-1 (Industrial); City of Leesburg I (Institutional)
East – City of Leesburg C-3 (Highway Commercial); City of Leesburg CIP (Commercial/Industrial Planned)
West – City of Leesburg PUD (Planned Unit Development); Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development).

EXISTING LAND USE: Vacant and undeveloped industrial.

SURROUNDING LAND USE:

North – Agriculture
South – Industrial; Lodge
East – Industrial
West – Industrial; Agriculture

PROPOSED LAND USE: Furniture showroom, warehouse, and RV storage.

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

DATE: February 17, 2022
OWNER: Kay Teeter Baldwin
PETITIONER: Adam Hudson, Hudson's Furniture Showroom, Inc.
PROJECT: Hudson's Furniture at Leesburg
REQUEST: Change Future Land Use Designation to General Commercial and Conservation and Rezone to PUD.
CASE NO.: SSCP-22-3; PUD-22-4

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 2/17/2023.

FIRE

In reference to Case Number SSCP-22-3; PUD-22-4 Hudson's Furniture at Leesburg

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-22-3; PUD-22-4 is outside the recommended four-minute response time for initial responding fire apparatus.

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

- Amanda Stevenson 2/22/2023

ELECTRIC

Electric has no objections. Power will have to be extended from across SR 44. FDOT permits and easements from the owner will be required. They will need to contact electric prior to submitting site plans so electric routes can be established. – Steve Davis 2/3/2023

GAS

Natural gas is available and directed per City Ordinance. – Brandon Smith 2/7/2023

GIS

No comments received as of 2/17/2023.

BUILDING

No comments received as of 2/17/2023.

PUBLIC WORKS

No comments received as of 2/17/2023.

ADDRESSING

No comments received as of 2/17/2023.

HOUSING & REDEVELOPMENT

No comments received as of 2/17/2023.

LAKE COUNTY PUBLIC WORKS

No comments received as of 2/17/2023.

LAKE COUNTY SCHOOLS

No comments received as of 2/17/2023.

PUBLIC RESPONSES

Approval

Disapproval

No comment

Notice of Appearance filed:

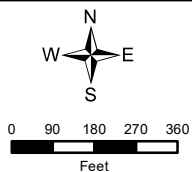
PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Aerial



**Planning
& Zoning
Division**



Hudson's Furniture at Leesburg

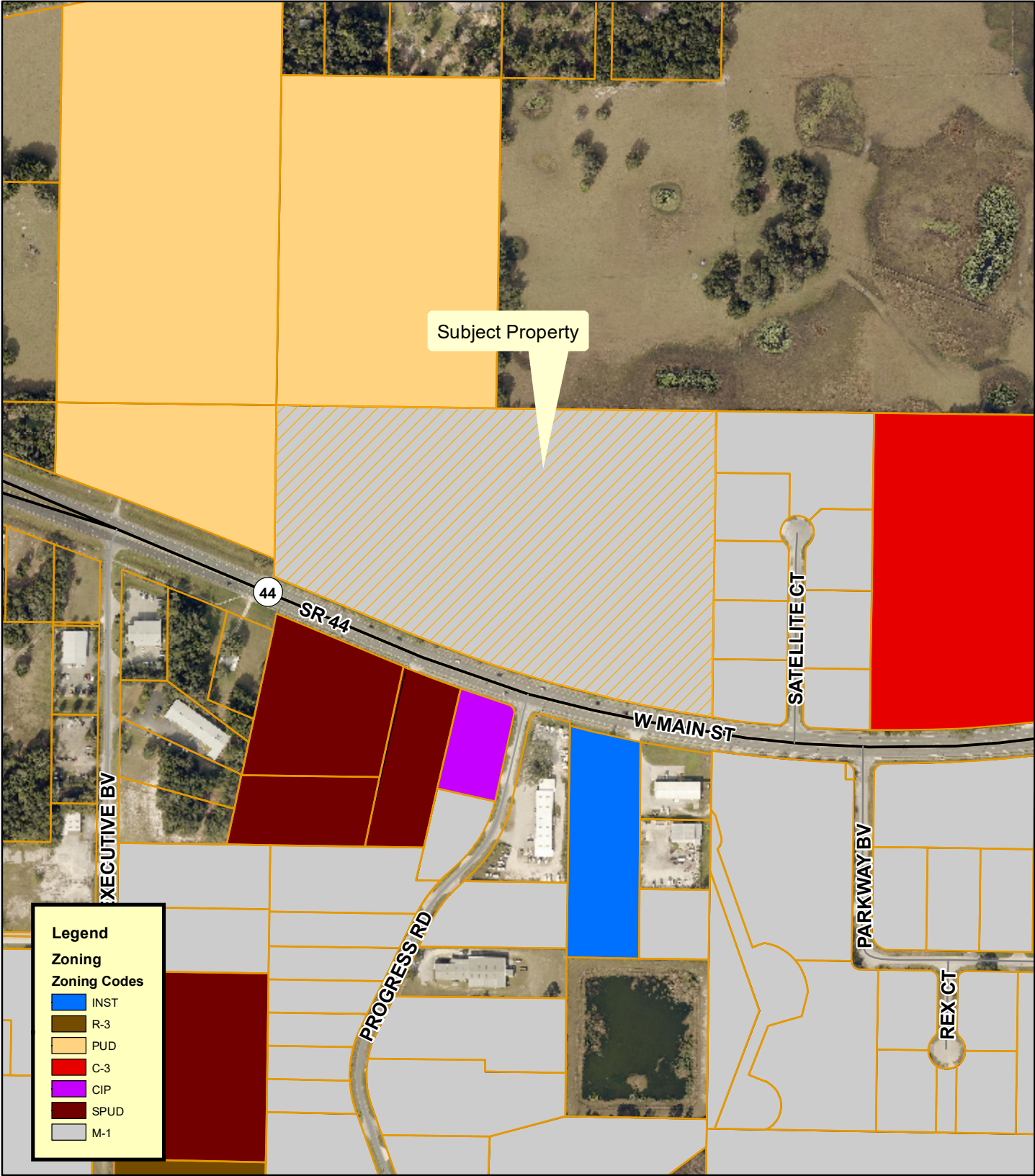
SSCP-22-3; PUD-22-4

AK#: 1176042

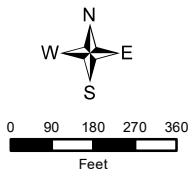
Section 26, Township 19 South, Range 24 East

January 6, 2023

City of Leesburg Zoning

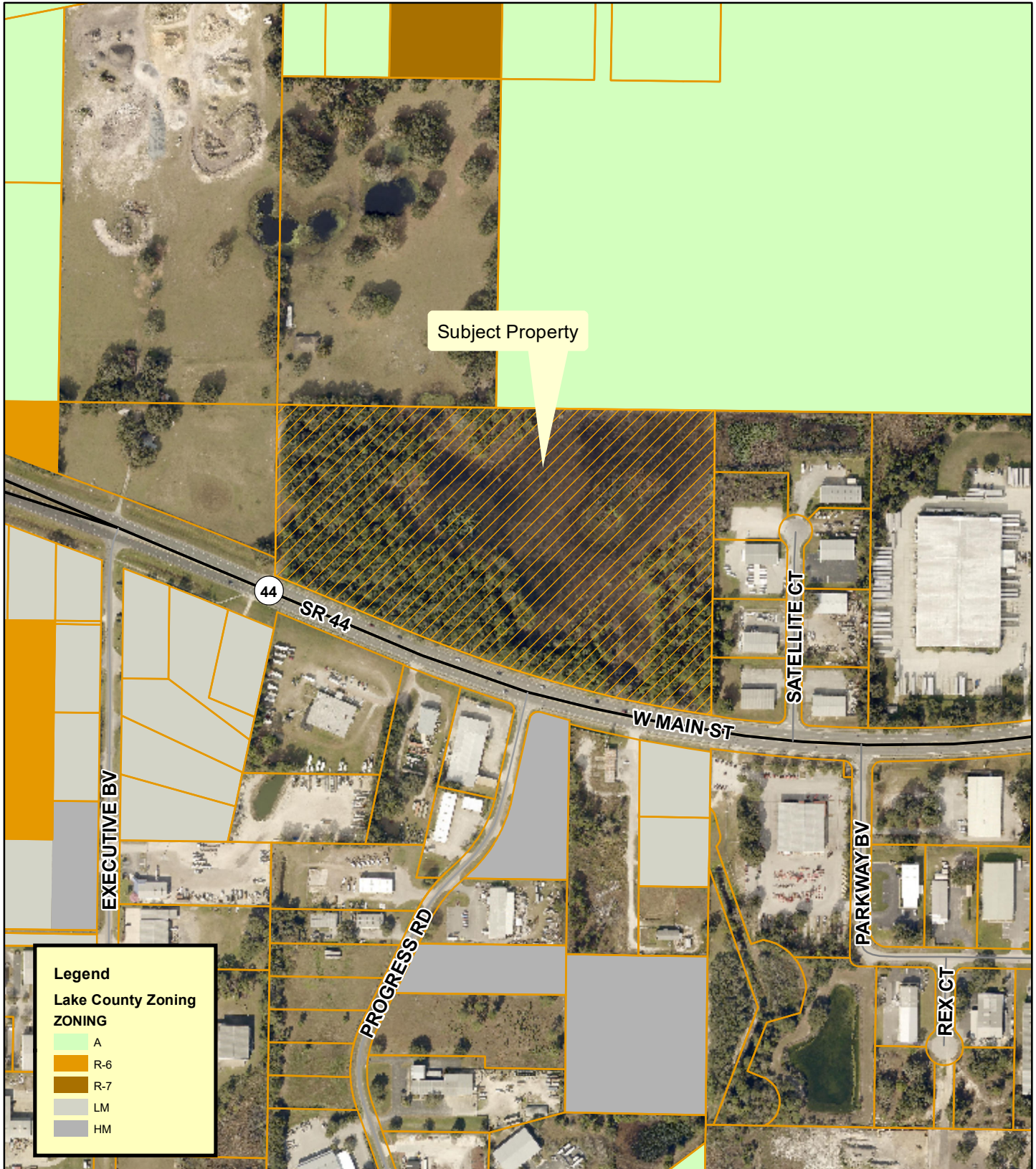


**Planning
& Zoning
Division**

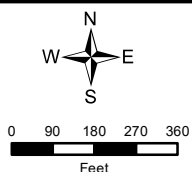


Hudson's Furniture at Leesburg
SSCP-22-3; PUD-22-4
AK#: 1176042
Section 26, Township 19 South, Range 24 East
January 6, 2023

Lake County Zoning



**Planning
& Zoning
Division**



Hudson's Furniture at Leesburg

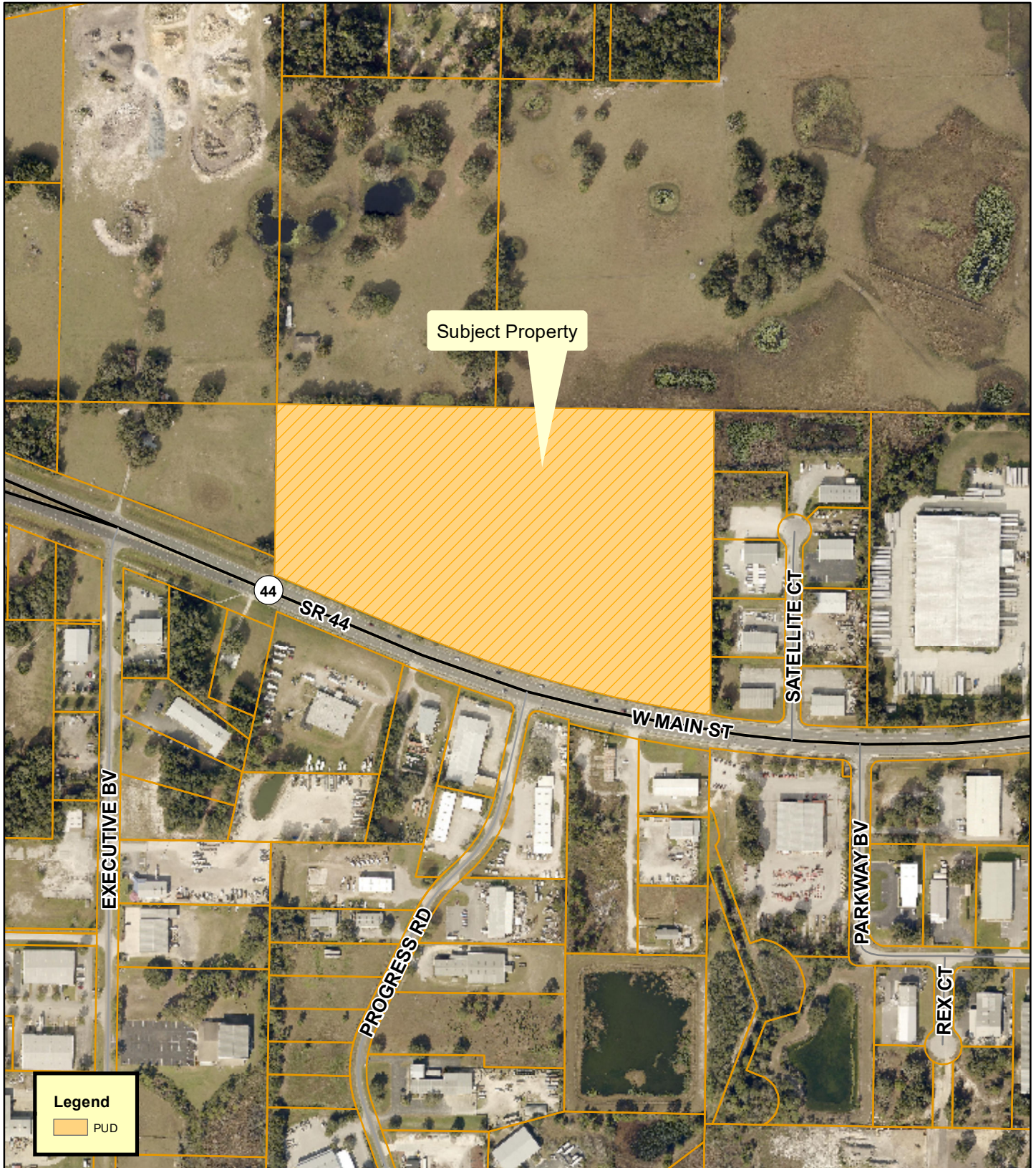
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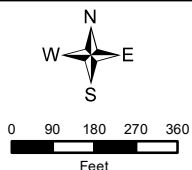
Section 26, Township 19 South, Range 24 East

January 6, 2023

Proposed Zoning



**Planning
& Zoning
Division**



Hudson's Furniture at Leesburg

SSCP-22-3; PUD-22-4

AK#: 1176042

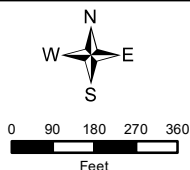
Section 26, Township 19 South, Range 24 East

January 6, 2023

Surrounding Uses



**Planning
& Zoning
Division**



Hudson's Furniture at Leesburg
SSCP-22-3; PUD-22-4
AK#: 1176042

Section 26, Township 19 South, Range 24 East
January 6, 2023



Looking north into the property from across W Main Street/FL 44.



Looking east on W Main Street/FL 44.



Looking west on W Main Street/FL 44.



Looking south across W Main Street/FL 44.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.5.

Meeting Date: March 13, 2023

From: Al Minner, (City Manager)

Subject: An Ordinance of the City of Leesburg, Florida; Amending City of Leesburg Ordinance 2021-37 to grant a Non-Exclusive Non-Potable Water Irrigation Utility Franchise to the Wildwood Utility Dependent District, its successors and assigns; Granting such Franchise for a period of 40 years to construct, own, operate and maintain certain services and facilities to serve areas within and adjacent to The Villages Age Restricted Development; providing for conflict and severability; and providing an effective date.

Staff Recommendation:

Approve the Ordinance to amend City of Leesburg Ordinance 2021-37 to grant a Non-Exclusive Non-Potable Water Irrigation Utility Franchise to the Wildwood Utility Dependent District.

Analysis:

In 2021, the City granted a franchise to the Wildwood Utility Dependent District ("WUDD") to provide water and sanitary sewer utilities for certain residential developments and adjacent areas under construction in the City (Ordinance 2021-37). Water and sewer service has begun, and WUDD also provides these utilities in parts of Wildwood and unincorporated Sumter County. WUDD has requested that the franchise be amended to allow WUDD to acquire and operate the non-potable irrigation water utility in the same territory. This system is currently being expanded and operated by Southeast Wildwood Water Conservation Authority, LLC, a privately owned company. If WUDD acquires the system, it will be operated by a unit of local government with rates set through a public hearing process.

The proposed franchise remains non-exclusive. It is in the best interest of the City to provide a non-potable water irrigation utility franchise to WUDD to ensure that adequate non-potable water service is available subject to the terms and conditions the franchise imposes, including collection of a franchise fee to be paid to the City.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

ORDINANCE 2023-__

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA; AMENDING CITY OF LEESBURG ORDINANCE 2021-37 TO GRANT A NON-EXCLUSIVE NON-POTABLE WATER IRRIGATION UTILITY FRANCHISE TO THE WILDWOOD UTILITY DEPENDENT DISTRICT, ITS SUCCESSORS AND ASSIGNS; GRANTING SUCH FRANCHISE FOR A PERIOD OF 40 YEARS TO CONSTRUCT, OWN, OPERATE AND MAINTAIN CERTAIN SERVICES AND FACILITIES TO SERVE AREAS WITHIN AND ADJACENT TO THE VILLAGES AGE RESTRICTED DEVELOPMENT; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Leesburg passed Ordinance 2021-37, which provided a non-exclusive potable water and wastewater and sewer utility franchise to the Wildwood Utility Dependent District (“WUDD”); and

WHEREAS, WUDD intends to provide non-potable water irrigation service to certain areas of property located within the City of Wildwood, within the City of Leesburg, and within unincorporated areas of Sumter County (The “Non-Potable Water Irrigation Service Area”); and

WHEREAS, it is in the best interest of the City to provide a non-potable water irrigation utility franchise to WUDD to ensure that adequate services are available for the Non-Potable Water Irrigation Service Area; and

WHEREAS, it is in the best interest of the citizens of Leesburg for the City to amend Ordinance 2021-37 to provide a non-potable water irrigation utility franchise to WUDD as it allows the City to grow its economy and tax base, while safeguarding its natural resources and producing minimal impact to the City infrastructure; and

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Leesburg, Florida, as follows:

SECTION 1. Section 7 of Ordinance 2021-37 is hereby amended and restated to read as follows:

GRANT OF FRANCHISE. The Franchise hereby granted to WUDD is to construct, operate and maintain a Potable Water Treatment and Distribution System, ~~and a Wastewater Collection and Transmission System,~~ and a Non-Potable Water Irrigation System.

(a) For the Potable Water Treatment and Distribution System, the Franchisee is authorized to:

(1) Provide water treatment facilities for the treatment of potable water in accordance with applicable regulatory standards; and

(2) Provide water distribution lines and related facilities for the distribution and transmission of water to customers.

Operation and maintenance costs of the water treatment, distribution and transmission system shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for these types of utilities.

(b) For the Wastewater System, the Franchisee is authorized to provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the City wastewater treatment facilities.

Operation and maintenance costs of the wastewater collection, and transmission system shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for these types of utilities.

(c) For the Non-Potable Water Irrigation System, the Franchisee is authorized to provide non-potable water irrigation lines and related facilities for the supply and distribution of non-potable water for irrigation and fire protection services to customers.

Operation and maintenance costs of the Non-Potable Water Irrigation System shall be the sole responsibilities of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost of construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees, and charges for these types of facilities.

SECTION 2. Section 13 of Ordinance 2021-37 is hereby amended and restated to read as follows:

OWNERSHIP OF LINES AND EQUIPMENT. All water supply, ~~and~~ wastewater facilities, and non-potable water irrigation facilities used, useful or held for use in connection with supply of water, ~~and~~ wastewater, and non-potable water irrigation service under the terms of this franchise and installed and furnished shall remain the sole property of Franchisee. No person or entity shall have the right to connect to the facilities or to obtain any water, wastewater, or non-potable water irrigation services furnished by Franchisee, except with the consent of and upon full compliance with the service rules and regulations of Franchisee and upon payment of any contribution in aid of construction, connecting charges, fees or rates which may be established and required. No waiver of rates or charges may be granted by Franchisee where to do so would result in discriminatory rates or charges.

SECTION 3. Section 16 of Ordinance 2021-37 is hereby amended and restated to read as follows:

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TERM OF FRANCHISE. This Franchise to Franchisee and the rights herein granted shall take effect after final passage of this Ordinance, as required by law, and fully executed by both parties, and acceptance by Franchisee in accordance with Section 4 below, and shall continue in full force and effect for a term of forty (40) years after the date on which this Ordinance 2023- is passed upon second and final reading. ~~which Franchisee acquires the utility systems of SSUC, as described in the Recitals above.~~

SECTION 4. ACCEPTANCE. This Franchise is hereby granted upon the condition that, within thirty (30) days after the date of passage of this Ordinance, the Franchisee shall file with the City Clerk its acceptance of the terms and conditions of this Franchise, which acceptance shall be in writing, duly executed by or on behalf of the Franchisee and contain the Franchisee's address.

SECTION 5. EFFECTIVE DATE. This Ordinance granting a franchise to Franchisee shall take effect immediately upon passage, provided however, that this Ordinance shall become effective only upon the written acceptance of Franchisee as provided in Section 17 hereinabove.

[Signature Pages Follow]

DONE AND ORDAINED this _____ day of _____, 2023, by the City Commission of the City of Leesburg, Florida

CITY COMMISSION

CITY OF LEESBURG, FLORIDA

_____, Mayor

ATTEST: _____

_____, City Clerk

Approved as to form:

William Grant Watson, City Attorney

**WILDWOOD UTILITY DEPENDENT
DISTRICT**

ATTEST:

By: _____

Print Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

THOSE PORTIONS OF SECTIONS 6, 7, 8, 9, 16, AND 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 6, WHICH IS THE POINT OF BEGINNING; 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 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 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 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"

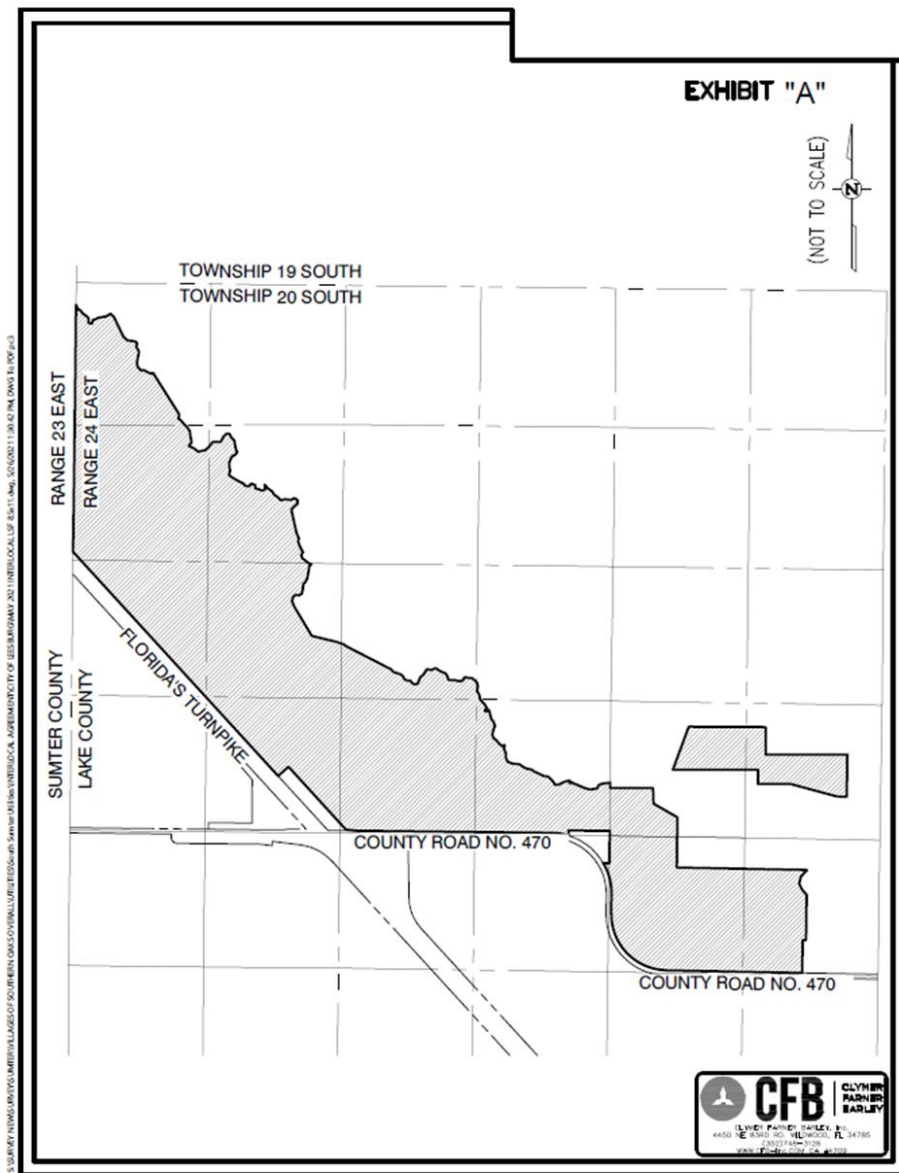
EAST, A DISTANCE OF 66.42 FEET; THENCE RUN SOUTH 13°29'51" EAST, A DISTANCE OF 121.98 FEET; THENCE RUN SOUTH 37°08'09" EAST, A DISTANCE OF 78.28 FEET; THENCE RUN SOUTH 18°59'20" EAST, A DISTANCE OF 85.31 FEET; THENCE RUN SOUTH 29°01'05" WEST, A DISTANCE OF 50.31 FEET; THENCE RUN SOUTH 14°39'12" WEST, 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; 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 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 SOUTHWEST 1/4 OF SECTION 9; 1) THENCE RUN SOUTH 00°30'28" WEST, ALONG SAID WEST LINE, A DISTANCE OF 107.66 FEET; 2) THENCE DEPARTING SAID WEST LINE, 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, THENCE 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 30°56'25" AN ARC DISTANCE OF 646.07 FEET TO A POINT OF NON-TANGENCY; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN S89°13'08"E, A DISTANCE OF 120.24 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE RUN NORTH 00°46'52" EAST, ALONG SAID EAST LINE, A DISTANCE OF 535.00 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; THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 807.90 FEET; THENCE RUN SOUTH 00°30'28" WEST, 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 RUN WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) 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 1499.54 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 8; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°23'48" WEST, A DISTANCE OF 2315.45 FEET; THENCE NORTH 84°15'10" WEST, A DISTANCE OF 213.38 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN NORTH 42°26'19" WEST, A DISTANCE OF 1675.88 FEET; THENCE RUN SOUTH 47°33'41" WEST, 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, THENCE 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 NORTH 00°45'14" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2487.91 FEET TO THE POINT OF BEGINNING.

AND:

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 2,650.14 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 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 1,340.43 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN 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; THENCE 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; THENCE 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.



**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT BETWEEN THE CITY OF LEESBURG, FLORIDA AND
WILDWOOD UTILITY DEPENDENT DISTRICT**

THIS FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF LEESBURG, FLORIDA AND WILDWOOD UTILITY DEPENDENT DISTRICT (the “First Amendment”) is entered into by and between the CITY OF LEESBURG, FLORIDA, and WILDWOOD UTILITY DEPENDENT DISTRICT on this ____ day of _____, 2023.

RECITALS:

A. Pursuant to Section 163.01, *et seq.*, Florida Statutes (a/k/a the “Florida Interlocal Cooperation Act”), the City of Leesburg, Florida (the “City”) and the Wildwood Utility Dependent District (the “District”) may provide by interlocal agreement for the District to exercise powers outside its geographic boundaries and within the City.

B. The District and the City entered into an interlocal agreement dated July 26, 2021 (the “Agreement”) pursuant to the Florida Interlocal Cooperation Act which provided for the District’s provision of potable water service and sanitary sewer service to certain property located outside the District’s geographic boundaries and within areas of the City of Leesburg as more fully described on Exhibit “A” attached to the Agreement and incorporated by reference herein (the “District Service Area”).

C. The District intends to exercise those powers conferred upon it pursuant to Chapter 189, Florida Statutes, and the Enabling Ordinance (as defined in the Agreement) provide, in addition to potable water and sanitary sewer services, non-potable water supply and distribution for irrigation and fire protection services to the District Service Area and desires to amend the Agreement accordingly.

D. The City is a Florida municipal corporation authorized by Chapter 166, Florida Statutes to provide for the health, safety and welfare of its citizens.

NOW THEREFORE, the City and the District enter into this First Amendment to the Agreement and agree as follows:

1. ***Authority.*** This Agreement is entered into pursuant to the authority set forth in Chapters 163 and 189, Florida Statutes (2022).

2. ***Definitions.*** Capitalized terms used and not otherwise defined in this Agreement shall have the meaning ascribed to such term in Chapter 189, Florida Statutes.

3. ***Additional Powers and Duties of the District.***

a. In addition to any powers that the District may have including those set forth in the Agreement, the District shall have and is hereby granted the right and authority to provide non-potable water supply and distribution for irrigation and fire protection services and to exercise all of the powers necessary or incidental thereto, including the right to set and collect fees, in that area of the City described and depicted on **Exhibit “A,”** as though the area was included within the geographic boundaries of the District.

4. ***Matters Unaffected.*** In all other respects, the Agreement (as defined in Paragraph B above) shall remain in full force and effect and is amended by this First Amendment solely for the purposes of adding provision of non-potable water service to the District powers to be exercised in the District Service Area. No right or obligation that may currently or subsequently exist respecting the parties and their relationship one to the other shall be deemed waived or otherwise affected by this First Amendment unless such right or obligation is specifically addressed herein.

5. ***Effective Date.*** This First Amendment shall become immediately effective once it has been executed by both of the parties hereto.

[Signatures on following page]

IN WITNESS WHEREOF, the City and the District have executed this Agreement by their duly authorized representative.

ATTEST:

CITY OF LEESBURG, FLORIDA

Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Approved as to Form

William Grant Watson, City Attorney

STATE OF FLORIDA
COUNTY OF SUMTER

Before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as _____ of the CITY OF LEESBURG, a Florida municipal corporation by [] physical presence or [] online notarization, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public, State of Florida
My Commission expires:

ATTEST:

**WILDWOOD UTILITY DEPENDENT
DISTRICT**

Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF SUMTER

Before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as _____ of the WILDWOOD UTILITY DEPENDENT DISTRICT, a dependent district of the City of Wildwood, Florida by [] physical presence or [] online notarization, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public, State of Florida
My Commission expires:

Exhibit "A"
Legal Description / Depiction

THOSE PORTIONS OF SECTIONS 6, 7, 8, 9, 16, AND 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 6, WHICH IS THE POINT OF BEGINNING; 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 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 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 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; 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 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 SOUTHWEST 1/4 OF SECTION 9; 1) THENCE RUN SOUTH 00°30'28" WEST, ALONG SAID WEST LINE, A DISTANCE OF 107.66 FEET; 2) THENCE DEPARTING SAID WEST LINE, 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, THENCE 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 30°56'25" AN ARC DISTANCE OF 646.07 FEET TO A POINT OF NON-TANGENCY; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN S89°13'08"E, A DISTANCE OF 120.24 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE RUN NORTH 00°46'52" EAST, ALONG SAID EAST LINE, A DISTANCE OF 535.00 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; THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 807.90 FEET; THENCE RUN SOUTH 00°30'28" WEST, 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 RUN WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) 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 1499.54 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 8; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°23'48" WEST, A DISTANCE OF 2315.45 FEET; THENCE NORTH 84°15'10" WEST, A DISTANCE OF 213.38 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN NORTH 42°26'19" WEST, A DISTANCE OF 1675.88 FEET; THENCE RUN SOUTH 47°33'41" WEST, 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, THENCE 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 NORTH 00°45'14" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2487.91 FEET TO THE POINT OF BEGINNING.

AND:

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 2,650.14 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 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 1,340.43 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN 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; THENCE 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; THENCE 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.

(NOT TO SCALE)



RANGE 23 EAST

RANGE 24 EAST

SUMTER COUNTY

LAKE COUNTY

FLORIDA'S TURNPIKE

COUNTY ROAD NO. 470

COUNTY ROAD NO. 470



ORDINANCE 2021-37

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA; GRANTING TO THE WILDWOOD UTILITY DEPENDENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE POTABLE WATER AND WASTEWATER AND SEWER UTILITY FRANCHISE FOR A PERIOD OF 30 YEARS TO CONSTRUCT, OWN, OPERATE AND MAINTAIN CERTAIN SERVICES AND FACILITIES TO SERVE AREAS WITHIN AND ADJACENT TO THE VILLAGES AGE RESTRICTED DEVELOPMENT; SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISEE SHALL OPERATE; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Villages Land Company, LLC a Florida limited liability company ("VLC" or "Owner") has significant land located in the City of Leesburg; and

WHEREAS, The City Commissioners of the City of Leesburg, Florida (hereinafter the "City") granted a non-exclusive water use franchise (potable water and wastewater) to South Sumter Utility Company, LLC ("SSUC") pursuant to Ordinance 20-14; and

WHEREAS, the Wildwood Utility Dependent District ("WUDD") has been formed to acquire certain utility systems from SSUC, and to thereafter operate such systems, including the potable water and wastewater / sewer system now operated by SSUC; and

WHEREAS, it is in the best interest of the City to provide a water franchise to WUDD to ensure that adequate services are available for development of the Leesburg Property (defined below); and

WHEREAS, it is in the best interest of the citizens of Leesburg for the City to adopt this Franchise Ordinance as it allows the City to grow its economy and tax base, while safeguarding its natural resources and producing minimal impact to the City infrastructure.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Leesburg, Florida, as follows:

Section 1. **SHORT TITLE.** This Ordinance shall be known and may be cited as the "WUDD Franchise Ordinance."

Section 2. **FINDINGS AND INTENT.** The City Commission makes the following findings and intent:

 (a) The City exercises control over all publicly dedicated rights-of-way, streets, alleys, bridges, easements and other public places located within the limits of the City.

(b) VLC and its successors and assigns own that certain real property located in the City of Leesburg being more particularly described and depicted on Exhibit "A" attached hereto and incorporated herein (the "Leesburg Property").

(c) VLC has or will develop the Leesburg Property in accordance with its zoning and land use approvals for a large-scale active adult community with associated non-residential uses (the "Villages ARD Development")

(d) The Leesburg Property is currently within the City's exclusive water, wastewater, irrigation and reclaimed water and solid waste collection and disposal service area.

(e) The City Commission has considered a request submitted by WUDD to provide potable water and wastewater system to serve the Leesburg Property by using certain public rights-of-way.

(f) The aforesaid rights-of-way to be used by WUDD are valuable public properties dedicated or to be dedicated to City and maintained by the City at expense to the City's taxpayers, and the right to use said rights-of-way is a valuable property right to WUDD.

(g) The City desires to ensure that the aforesaid rights-of-way used by WUDD are promptly restored to a safe and secure condition to protect the health, safety and welfare of the citizens and residents of the City.

(h) After due deliberation and full consideration the City Commission has determined to grant a franchise to WUDD to provide such services, subject to the terms and conditions set forth below.

Section 3. DEFINITIONS. For the purposes of this Ordinance, the following terms shall have the meaning given herein:

(a) The term "City" shall mean the City of Leesburg, Florida.

(b) The term "Customers" shall mean and include any and all organizations, firms, entities or persons who may desire or require Franchisees' services for property located within the Franchise Territory.

(c) The term "Franchisee" shall mean WUDD, or any entity who is assigned the franchise rights of any Franchisee, in accordance with this Ordinance.

(d) The term "Ordinance," "Franchise," or "Franchise Agreement" shall mean this WUDD Franchisee Ordinance, as passed and adopted by the City and accepted by WUDD.

(e) The term "Franchise Territory" shall mean the Leesburg Property, and certain public right-of-way located adjacent to the Leesburg Property.

(f) The term "Operating Revenues" for the Franchisee shall mean all user fees collected by the Franchisee from the sale of such services provided by the Franchisee to Customers within and throughout the Franchise Territory. Operating Revenues shall not include Customer

deposits, meter fees, fees or improvements received as contributions-in-aid-of-construction, sales taxes, municipal public service taxes, franchise fees, or other nonuser fees or charges derived from the operation of the services of the Franchisee.

(g) The term "Systems" shall have the meaning as herein defined in Section 5.

Section 4. **AUTHORITY.** This Ordinance is being adopted pursuant to the City's Charter, relevant special acts, and Chapter 166, Florida Statutes.

Section 5. **GRANT OF AUTHORITY.** There is hereby granted by the City to the Franchisee the non-exclusive right, privilege, and franchise to erect, construct, operate and maintain the Systems and related facilities, including but not limited to pump stations, wells, mains, pipes, supply pipes, conduits, ducts, service connections, manholes, control devices, and any other hardware or other appurtenances used as a means of producing, treating, conveying, distributing or selling certain services authorized by this Ordinance in Section 7 to any person or entity to be supplied by the Franchisee within the Franchise Territory and to sell and distribute such services to Customers within and throughout the Franchise Territory (hereinafter collectively referred to as "Systems"). The Franchise granted herein includes the right to occupy, construct, operate and maintain in, under, upon, along, over and across the present and future roads, streets, alleys, bridges, easements, rights-of-way and other public places (hereinafter called "public rights-of-way) throughout all the incorporated areas, as they may be constituted from time to time, of the City of Leesburg, Florida and its successor, and all other facilities installed in conjunction with or ancillary to all of the Franchisee's operations for the proper use of the Franchise granted herein. The Franchisee shall only self-serve within the Franchise Territory unless mutually agreeable by both parties. The foregoing rights granted the Franchisee shall be non-exclusive, but the City agrees, as part of the consideration for the granting of these Franchises, not to provide service from any of the City systems in the Franchise Territory and to refrain from granting a similar franchise within the Franchise Territory to any other private, non-governmental entity or person at any time during the period of this Franchise, except for pre-existing franchises.

Section 6. **NATURE OF FRANCHISE; POWERS RETAINED BY CITY.** Once the Franchisee Ordinance becomes final, it shall be deemed both a contract with the Franchisee and a legislative act as provided under Florida law. Each Franchise is subject to all franchises and permits heretofore granted by the City Commission to use the streets, alleys, lanes and public places of the City by public utility or public service corporations. It is not intended by the grant of this Franchise to abridge the exercise of the police power of the City. The grant of the Franchise is subject to all ordinances and resolutions of the City Commission as the same now exist or may be hereafter amended, revised or modified to the extent not inconsistent with the terms of this Franchise. The Franchisee shall at all times continue to be subject to all applicable public service taxes (Section 166.231, Florida Statutes) and such other applicable taxes, charges or fees as may be lawfully authorized by the Florida Constitution, the general or special laws of the State of Florida, the provisions of the Municipal Home Rule Powers Act (Chapter 166, Florida Statutes), or the ordinances of the City, subject to the provisions of this Section 6 and to the extent that such ordinances are not preempted, as a matter of law, by federal or state law. The Franchisee shall, at all times, during the life of this Franchise, be subject to all lawful exercises of police power by the City, and to such reasonable laws, rules and regulations as the City shall hereafter, by

resolution or ordinance provide, including, but not limited to, any ordinances pertaining to excavation, reconstruction and development requirements and standards. Notwithstanding the foregoing, the City shall not: (a) deny Franchisee the use of public rights-of-way for reasons other than unreasonable interference with motor vehicle traffic, (b) impose conditions for the use of public rights-of-way contrary to Florida law or the terms and conditions of this Franchise, or (c) unreasonably delay in issuing the Franchisee a use permit, if any, to construct its facilities in public rights-of-way. Further, the Franchisee is permitted to amend and enforce service rules and operations for its facilities and operations to the extent that they do not conflict with this Ordinance, without the prior consent of the City provided that they are not unjust, inequitable or discriminatory.

Section 7. GRANT OF FRANCHISE. The Franchise hereby granted to WUDD is to construct, operate and maintain a Potable Water Treatment and Distribution System and a Wastewater Collection and Transmission System.

(a) For the Potable Water Treatment and Distribution System, the Franchisee is authorized to:

(1) Provide water treatment facilities for the treatment of potable water in accordance with applicable regulatory standards; and

(2) Provide water distribution lines and related facilities for the distribution and transmission of water to customers.

Operation and maintenance costs of the water treatment, distribution and transmission system shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for these types of utilities.

(b) For the Wastewater System, the Franchisee is authorized to provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the City wastewater treatment facilities.

Operation and maintenance costs of the wastewater collection, and transmission system shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for these types of utilities.

Section 8. INDEMNIFICATION; INSURANCE.

(a) Franchisee or its subcontractors shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and cost of actions (including attorneys' fees and costs at trial and on appeal), of any kind or nature, arising or growing out of, or any way connected with the exercise by Franchisee of its rights contained herein. Notwithstanding the foregoing, this indemnification is not intended to waive the sovereign

immunity of either party or to extend to or assume liability for the negligence of any indemnified party. The Franchisee's liability pursuant to the indemnification hereunder shall be limited to the same extent and in the same manner as the Franchisee's liability for tort claims is limited pursuant to Section 768.28, Florida Statutes.

(b) The Franchisee or its subcontractors shall procure and maintain, for the duration of this Franchise, insurance of the types and limits specified below:

(1) Comprehensive General Liability - bodily injury and property damage coverage shall be for not less than \$1,000,000.00 per occurrence and not less than \$1,000,000.00 in the aggregate. The City shall be named as an additional insured on the policy.

(2) Business Automobile Liability - business automobile liability coverage shall be in a combined single limit of not less than \$500,000.00 per occurrence. The City shall be named as an additional insured on the policy.

(3) The City Commission for the City of Leesburg shall have the right to reassess and adjust the required amount of liability insurance required under this Section every five (5) years, if necessary. In so doing, the City Commission shall take into consideration all relevant factors, including, but not limited to, the rate of inflation, changes in law, and information related to risk assessment for the City. Whenever the City Commission exercises its right to reassess the amount of liability insurance required, the Franchisee shall have the right to present any information that they deem relevant to the City Commission's determination regarding the same.

Section 9. **SERVICE STANDARDS.** Franchisee shall maintain and operate its Systems and facilities and render efficient service in accordance with the rules and regulations as are, or may be, set forth by the City and/or other agency and/or entity with jurisdiction to regulate and/or promulgate rules regarding Franchisee's operations.

Section 10. **PAYMENTS TO THE CITY.**

(a) In consideration for the granting of the Franchise, Franchisee (or its successors or assigns, as applicable), shall pay to the City (or its successors), an annual amount which will equal five percent (5%) of Franchisee's annual gross Operating Revenues, as defined in Section 3.f., taken in and received by it for providing all aspects of services provided by Franchisee to its Customers within the Franchise Territory, as now or hereafter constituted. The Franchisee shall be permitted to collect the franchise fees provided for under this Franchise from its retail customers receiving said service as a line item on its retail bills. The Franchisee is not permitted to incorporate any franchise fee into its other rates for service.

(b) The Franchisee shall pay the franchise fee provided by this section semi-annually on January 1 and July 1 of each year during the term of this franchise. Any payments not made by the Franchisee within 20 business days after the date said payment is due, shall thereafter be payable with interest at the rate of fifteen percent (15%) per annum.

(c) The Franchisee shall at all times continue to be subject to and shall pay to the City all legally authorized and applicable public service taxes, ad valorem taxes (intangible,

personal, real), occupational taxes, and any and all other valid tax, levied or imposed by the City. Such charges and fees shall include but not be limited to licensing, permit fees, development review and inspection fees and all other such fees including fees, charges, taxes and/or assessments validly adopted and/or imposed during the term of this Franchise Agreement.

(d) The Franchise fee payments, together with any interest that may apply, shall be made by wire transfer or other electronic means.

Section 11. RECORDS AND REPORTS. The City or its designated representative shall have the right during the term of the Franchise to examine, at all reasonable business hours, all of the Franchisee's plans, contracts, engineering, accounting, finance, statistical, customer and service records relating to performance under this Ordinance; provided, however, that the City expressly acknowledges and agrees that Franchisee may redact proprietary information and any private customer information from such documents and records prior to making the same available to the City for examination hereunder. The City agrees to keep any information it obtains confidential to the maximum extent possible under Florida's public records law. In addition, Franchisee shall provide directly to the City an annual summary report showing gross revenues received by Franchisee from its operations within the City during the preceding fiscal year and such other information as the City shall request with respect to properties, quality control, and expenses related to Franchisee's service within the City. The City may audit the financial records of Franchisee for the purpose of determining that proper collection or payment of franchise fees is being made by Franchisee in accordance with this Ordinance at the City's initial expense. Franchisee shall cooperate with and make available those records necessary for City to perform the audit. If the audit demonstrates that payment or collection of franchise fees is more than 5% less than the semi-annual amount that should have been paid or collected, Franchisee shall, in addition to paying the fees that should have been paid or collected, pay the cost of the audit.

Section 12. RATES. Franchisee may charge to Customers such service rates and fees as Franchisee shall determine in accordance with the terms of the Franchisee's establishing ordinance, enabling legislation, and rules duly adopted pursuant to applicable law. Franchisee shall be responsible for the billing and collection of all fees and rates charged to Customers of the services authorized to Franchisee by this Ordinance.

Section 13. OWNERSHIP OF LINES AND EQUIPMENT. All water supply and wastewater facilities used, useful or held for use in connection with supply of water and wastewater service under the terms of this franchise and installed and furnished shall remain the sole property of Franchisee. No person or entity shall have the right to connect to the facilities or to obtain any water services furnished by Franchisee, except with the consent of and upon full compliance with the service rules and regulations of Franchisee and upon payment of any contribution in aid of construction, connecting charges, fees or rates which may be established and required. No waiver of rates or charges may be granted by Franchisee where to do so would result in discriminatory rates or charges.

Section 14. TRANSFER OR ENCUMBRANCE OF FRANCHISES. Franchisee may not assign or otherwise transfer its franchise rights except with the prior written consent of the City expressed by an ordinance, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 15. FORFEITURE OF FRANCHISE; NON-COMPLIANCE.

(a) In the event of a material default by Franchisee with respect to its obligations under this Ordinance, the City shall provide written notice of such default to Franchisee. In the event that Franchisee fails to cure the alleged material default within sixty (60) days of its receipt of such notice from the City, then the City shall be entitled: (i) to file an action against Franchisee for specific performance of its obligations under this Ordinance; (ii) to file an action against Franchisee for damages actually incurred by City by reason of Franchisee's default of its obligations under this Ordinance, provided in no event shall City be entitled to recover any consequential, indirect, special, speculative, punitive or exemplary damages from Franchisee; or (iii) to file an action against Franchisee to terminate the Franchise as to the Franchisee.

(b) In the event of a material default by City with respect to its obligations under this Ordinance, Franchisee shall provide written notice of such default to the City. In the event City fails to cure the alleged material default within sixty (60) days of its receipt of such notice from the Franchisee, then Franchisee shall be entitled: (i) to file an action against the City for specific performance of its obligations under this Ordinance; or (ii) to file an action against City for damages actually incurred by Franchisee by reason of the City's default of its obligations under this Ordinance, provided in no event shall Franchisee be entitled to recover any consequential, indirect, special, speculative, punitive or exemplary damages from the City; or (iii) terminate the Franchise, by giving written notice to the City, at least sixty (60) days prior to the effective date of termination.

Section 16. TERM OF FRANCHISE. This Franchise to Franchisee and the rights herein granted shall take effect after final passage of this Ordinance, as required by law, and fully executed by both parties, and acceptance by Franchisee in accordance with Section 17 below, and shall continue in full force and effect for a term of forty (40) years after the date on which Franchisee acquires the utility systems of SSUC, as described in the Recitals above.

Section 17. ACCEPTANCE. This Franchise is hereby granted upon the condition that, within thirty (30) days after the date of passage of this Ordinance, the Franchisee shall file with the City Clerk its acceptance of the terms and conditions of this Franchise, which acceptance shall be in writing, duly executed by or on behalf of the Franchisee and contain the Franchisee's address.

Section 18. SEVERABILITY. Should any section or provision of this Franchise or any portion thereof, the deletion of which would not adversely affect (in the general sense) the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a judicial or administrative tribunal of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, the City and Franchisee shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial or administrative authority's decisions and consistent with the original intent of the parties as contained herein. If such decision is fundamental to or alters the essence of this Franchise, then the parties agree to negotiate a new franchise agreement.

Section 19. GOVERNING LAW AND VENUE. The rights and privileges granted to Franchisee by this Franchise shall at all times be subordinate and inferior to the rights of the public

in and to the ordinary use of the public rights-of-way and nothing in this Franchise shall be considered as a surrender by the City of its right and power to use and relocate the use of its rights-of-way. Franchisee's rights hereunder are supplementary to the rights granted to Franchisee pursuant to any interlocal agreement between Franchisor and Franchisee, and pursuant to Chapter 189, Florida Statutes, the City Ordinance establishing the Franchisee, as the same has been amended, and other applicable law. In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Lake County, Florida. The laws of the State of Florida shall govern.

Section 20. NOTICES. Except in exigent circumstances, and except as otherwise specifically provided in this Franchise, all notices by either City or Franchisee to the other shall be made by either depositing such notice in the United States Mail, Certified Mail return receipt requested or by facsimile. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States Mail unless otherwise provided. Any notice given by facsimile is deemed received by next Business Day. "Business Day" for purposes of this Section shall mean Monday through Friday, with Saturday, Sunday and City and Franchisee observed holidays excepted. All notices shall be addressed as follows:

As to the City:	City of Leesburg Attn: Al Minner City Manager 501 W. Meadow St.
With Copy to:	Leesburg, FL 34749 McLin Burnsed Attn: Fred Morrison, Esq. 1000 W. Main St. Leesburg, FL 34748
As Franchisee:	Wildwood Utility Dependent District Attn: Kenny Blocker 984 Old Mill Road The Villages, FL 32162
With Copy to:	Stone & Gerken, P.A. Attn: Kevin M. Stone, Esq. 4580 N. Highway 19A Mount Dora, FL 32757

Notice shall be given as required by this Franchise and for all other emergencies. Notice shall be provided to the above-named addressees unless directed otherwise in writing by the City or Franchisee.

Section 21. NON-WAIVER PROVISION. The failure of either Party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment

shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the Parties.

Section 22. **COMPLETE AGREEMENT.** This Franchise together with the exhibits (as may be amended from time to time in accordance with the terms hereof) represents the entire agreement of the Parties and supersedes all prior representations whether oral or in writing with respect to the rights of the Parties.

Section 23. **AMENDMENTS TO FRANCHISE AGREEMENT.** Changes in the terms and conditions to this Franchise Agreement may be made by written agreement between the City and the Franchisee unless legally required to be accomplished by amendment to this Ordinance

Section 24. **ORDINANCES REPEALED.** All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed as of the effective date.

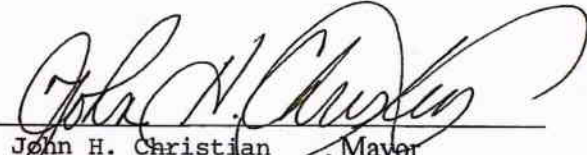
Section 25. **EFFECTIVE DATE.** This Ordinance granting a franchise to Franchisee shall take effect immediately upon passage, provided however, that this Ordinance shall become effective only upon the written acceptance of Franchisee as provided in Section 17 hereinabove.

[Signature Pages Follow]

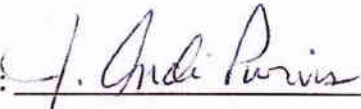
DONE AND ORDAINED this 9th day of August, 2021, by the City
Commission of the City of Leesburg, Florida

CITY COMMISSION

CITY OF LEESBURG, FLORIDA

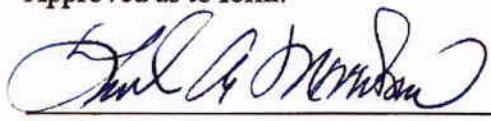


John H. Christian, Mayor

ATTEST: 

J. Andi Purvis, City Clerk

Approved as to form:



Fred A. Morrison, City Attorney

**WILDWOOD UTILITY DEPENDENT
DISTRICT**

ATTEST:

By: 

Print Name: Kenneth C. Baker

Title: Deputy District Manager

By: 

Name: James Klima

Title: Vice Chairman

EXHIBIT A

THOSE PORTIONS OF SECTIONS 6, 7, 8, 9, 16, AND 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 6, WHICH IS THE POINT OF BEGINNING; 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 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 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 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"

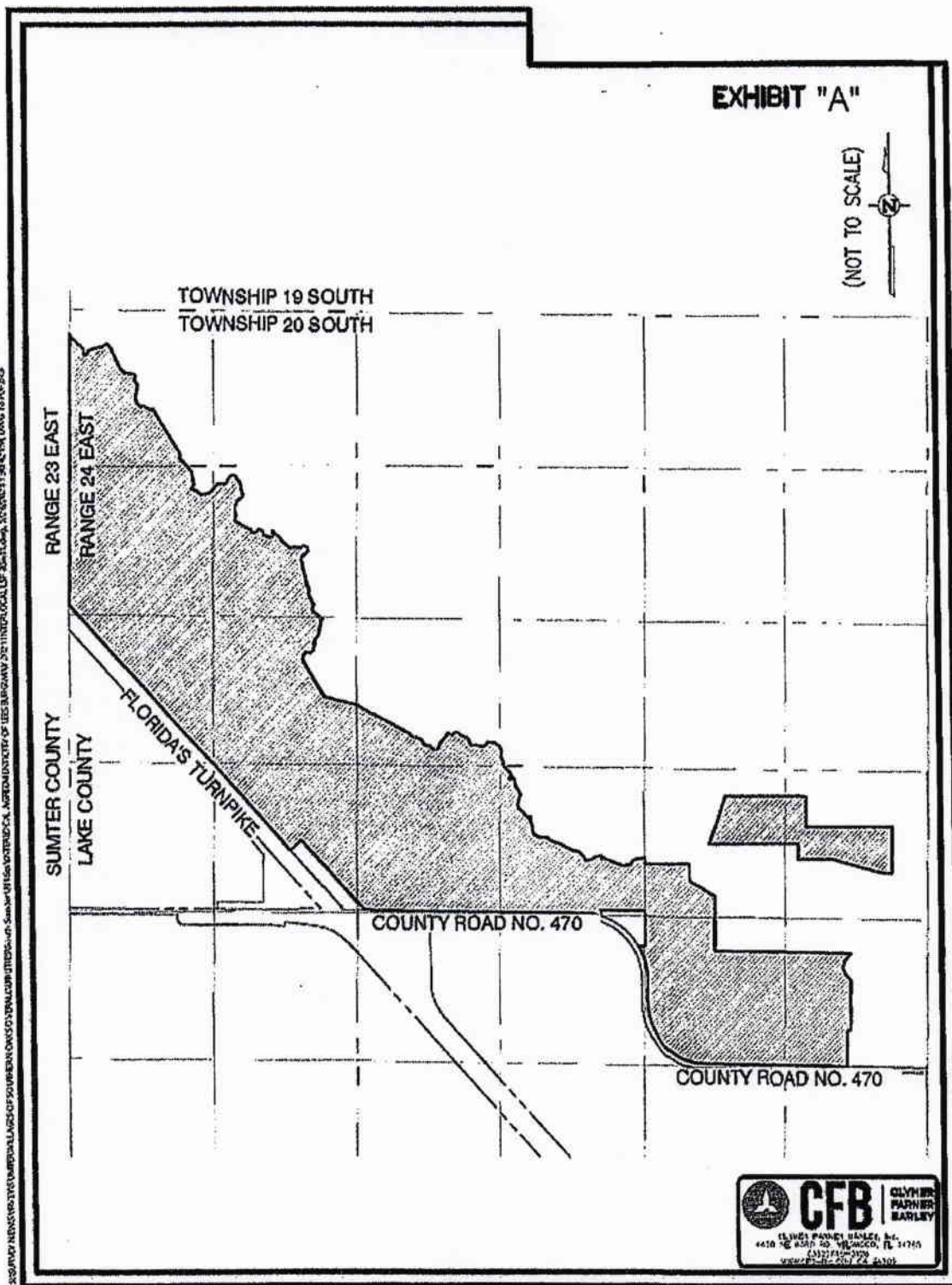
EAST, A DISTANCE OF 66.42 FEET; THENCE RUN SOUTH 13°29'51" EAST, A DISTANCE OF 121.98 FEET; THENCE RUN SOUTH 37°08'09" EAST, A DISTANCE OF 78.28 FEET; THENCE RUN SOUTH 18°59'20" EAST, A DISTANCE OF 85.31 FEET; THENCE RUN SOUTH 29°01'05" WEST, A DISTANCE OF 50.31 FEET; THENCE RUN SOUTH 14°39'12" WEST, 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; 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 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 SOUTHWEST 1/4 OF SECTION 9; 1) THENCE RUN SOUTH 00°30'28" WEST, ALONG SAID WEST LINE, A DISTANCE OF 107.66 FEET; 2) THENCE DEPARTING SAID WEST LINE, 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, THENCE 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 30°56'25" AN ARC DISTANCE OF 646.07 FEET TO A POINT OF NON-TANGENCY; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN S89°13'08"E, A DISTANCE OF 120.24 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE RUN NORTH 00°46'52" EAST, ALONG SAID EAST LINE, A DISTANCE OF 535.00 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; THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 807.90 FEET; THENCE RUN SOUTH 00°30'28" WEST, 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 RUN WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) 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 1499.54 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 8; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°23'48" WEST, A DISTANCE OF 2315.45 FEET; THENCE NORTH 84°15'10" WEST, A DISTANCE OF 213.38 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN NORTH 42°26'19" WEST, A DISTANCE OF 1675.88 FEET; THENCE RUN SOUTH 47°33'41" WEST, 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, THENCE 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 NORTH 00°45'14" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2487.91 FEET TO THE POINT OF BEGINNING.

AND:

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 $89^{\circ}11'07''$ EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 2,650.14 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH $00^{\circ}45'24''$ EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 1,340.43 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE RUN NORTH $90^{\circ}00'00''$ WEST, A DISTANCE OF 1427.39 FEET; 2) THENCE RUN NORTH $20^{\circ}12'05''$ EAST, A DISTANCE OF 896.56 FEET; 3) THENCE RUN SOUTH $89^{\circ}45'55''$ EAST, A DISTANCE OF 1510.88 FEET; 4) THENCE RUN SOUTH $00^{\circ}00'00''$ EAST, A DISTANCE OF 538.26 FEET; 5) THENCE RUN NORTH $90^{\circ}00'00''$ EAST, A DISTANCE OF 1602.12 FEET; THENCE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH $00^{\circ}36'49''$ WEST, A DISTANCE OF 831.10 FEET; 2) THENCE RUN NORTH $88^{\circ}50'30''$ WEST, A DISTANCE OF 192.44 FEET; THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH $74^{\circ}45'27''$ WEST, A DISTANCE OF 957.72 FEET; 2) THENCE RUN NORTH $90^{\circ}00'00''$ WEST, A DISTANCE OF 631.59 FEET; 3) THENCE RUN NORTH $01^{\circ}16'27''$ EAST, A DISTANCE OF 278.48 FEET; 4) THENCE RUN NORTH $90^{\circ}00'00''$ WEST, A DISTANCE OF 244.47 FEET TO THE POINT OF BEGINNING.



INTERLOCAL AGREEMENT BETWEEN THE CITY OF LEESBURG, FLORIDA AND WILDWOOD UTILITY DEPENDENT DISTRICT

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into by and between the CITY OF LEESBURG, FLORIDA (the "City"), and WILDWOOD UTILITY DEPENDENT DISTRICT (the "District") on this 26 day of July, 2021.

RECITALS:

A. On March 22, 2021, the City of Wildwood, Florida, exercised the power granted to it pursuant to §189.02, Florida Statutes, by adopting City of Wildwood Ordinance No. 2021-16 (the "Enabling Ordinance") which created the District as a dependent special district of the City of Wildwood for the purposes, among others, of acquiring and operating a potable water utility system and a wastewater utility system (the "Utility Systems").

B. The Utility Systems have heretofore been owned and operated by South Sumter Utility Company, LLC, a Florida limited liability company, which provided potable water service within a defined service area (the "Water Service Area") approved by the Florida Public Service Commission (the "FPSC") pursuant to FPSC Certificate No. 669-W, and also provided wastewater utility services within a defined service area (the "Sewer Service Area") pursuant to FPSC Certificate No. 571-S.

C. The Water Service Area and the Sewer Service Area encompass property located within the City of Wildwood, within the City of Leesburg and within unincorporated areas of Sumter County (the "County").

D. The District proposes to exercise those powers conferred upon it pursuant to Chapter 189, Florida Statutes, the Enabling Ordinance and pursuant to that certain Franchise Agreement adopted by the City of Wildwood as Ordinance No. O2017-23 on May 8, 2017 (the "Franchise Agreement"), as each may from time-to-time be amended.

E. In exercising its powers the District intends, among other things, to provide potable water service and sanitary sewer service to certain property located outside the District's geographic boundaries and within the City of Leesburg (the "Property") as more fully described on Exhibit "A" attached hereto and incorporated by reference herein.

F. Pursuant to Section 163.01, *et seq.*, Florida Statutes (a/k/a the "Florida Interlocal Cooperation Act"), the City and the District may provide by interlocal agreement for the District to exercise powers outside its geographic boundaries and within the City.

G. The City is a Florida municipal corporation authorized by Chapter 166, Florida Statutes to provide for the health, safety and welfare of its citizens.

NOW THEREFORE, the City and the District agree as follows:

1. ***Authority.*** This Agreement is entered into pursuant to the authority set forth in Chapters 163 and 189, Florida Statutes (2020).

2. ***Definitions.*** Capitalized terms used and not otherwise defined in this Agreement shall have the meaning ascribed to such term in Chapter 189, Florida Statutes.

3. ***Additional Powers and Duties of the District.***

a. In addition to any powers that the District may have, the District shall have and is hereby granted the right and authority to provide potable water supply and wastewater treatment services and to exercise all of the powers necessary or incidental thereto, including the right to set and collect fees, in that area of the City described and depicted on **Exhibit "A,"** as though the area was included within the geographic boundaries of the District.

b. Nothing in this Agreement shall be construed to authorize the District to charge Chapter 189 assessments or ad valorem taxes outside of the geographic boundaries of the District.

4. ***Indemnification of City by District.*** To the extent permitted by law (not to be construed as a waiver of sovereign immunity), the District shall indemnify and hold harmless the City for all acts or omissions of the District arising out of authority granted herein, and in connection with the performance of this Agreement. Notwithstanding the foregoing, this indemnification is not intended to waive the sovereign immunity of either party or to extend to or assume liability for the negligence of any indemnified party. The liability pursuant to the indemnification hereunder shall be limited to the same extent and in the same manner as the District's liability for tort claims is limited pursuant to Section 768.28, Florida Statutes.

5. ***Revenue Bonds; City Not Liable.*** The City acknowledges that the District may issue bonds of the District in accordance with the Constitution and laws of the State of Florida and pursuant to Chapter 189, Florida Statutes, to finance the acquisition, construction and expansion of facilities, which bonds may be secured by and payable from revenues derived from the operation of the facilities, including revenues from the service provided within the territory governed by this Agreement. Any such revenue bonds issued by the District shall neither be, nor constitute, general obligation or indebtedness of the City, the State of Florida or any political subdivision thereof, but shall be payable solely from and secured by a lien upon and a pledge of revenues of the facilities and all monies in the funds and accounts established under the indenture pursuant to which any such bonds are issued or other security provided by the District, in the manner and to the extent provided in such indenture. No bondholder shall ever have the right to compel the exercise of the ad valorem taxing power of the City, or the State of Florida, or of any political subdivision thereof, or taxation in any form on any real or personal property to pay any such bonds or the interest thereon, nor shall any bondholder be entitled to payment of such

principal and interest from any other funds of the City, the State of Florida, or any political subdivision thereof, other than from the security pledged by the District in such indenture.

6. **Term.** Unless earlier terminated or extended by mutual agreement of the parties, this Agreement shall expire ninety-nine (99) years from the date hereof.

7. **Amendment.** This Agreement may be modified or terminated in writing only by the mutual agreement of both parties in accordance with their respective laws, rules and procedures. Upon termination of this Agreement, the City shall have no duty to maintain or service and shall have no ownership interest in any personal property in place pursuant to this Agreement.

8. **Severability.** If any one or more of the covenants, agreements, or provisions of this Agreement shall be held contrary to any expressed provision of law or contrary to any policy or expressed law, although not expressly prohibited, any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void, and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement.

9. **Matters Unaffected.** No right or obligation that may currently or subsequently exist respecting the parties and their relationship one to the other shall be deemed waived or otherwise affected by this Agreement unless such right or obligation is specifically addressed herein.

10. **Effective Date.** This Agreement shall become immediately effective once it has been executed by both of the parties hereto.

[Signatures on following page]

IN WITNESS WHEREOF, the City and the District have executed this Agreement by their duly authorized representative.

ATTEST:

CITY OF LEESBURG, FLORIDA

J. Andi Purvis
Name: J. Andi Purvis
Title: City Clerk

By: John Christian
Name: John Christian
Title: Mayor

Approved as to Form

Paul A. Morrison, City Attorney

STATE OF FLORIDA
COUNTY OF SUMTER

Before me, the undersigned Notary Public, personally appeared John Christian who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as Mayor of the CITY OF LEESBURG, a Florida municipal corporation by ☒ physical presence or ☐ online notarization, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

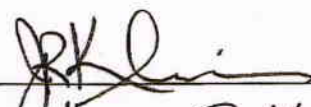
Anna Rottermond
Notary Public, State of Florida
My Commission expires:



ATTEST:

**WILDWOOD UTILITY DEPENDENT
DISTRICT**

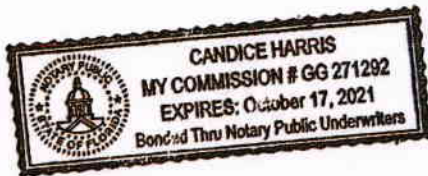

Name: Kenneth C. Blocker
Title: Deputy District Manager

By: 
Name: James R. Klima
Title: Vice Chairman

STATE OF FLORIDA
COUNTY OF SUMTER

Before me, the undersigned Notary Public, personally appeared James Klima who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as Vice Chairman of the WILDWOOD UTILITY DEPENDENT DISTRICT, a dependent district of the City of Wildwood, Florida by ☒ physical presence or ☐ online notarization, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



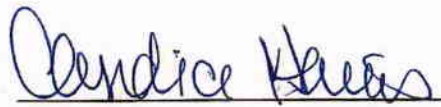

Notary Public, State of Florida
My Commission expires:

Exhibit "A"

Legal Description / Depiction

THOSE PORTIONS OF SECTIONS 6, 7, 8, 9, 16, AND 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 6, WHICH IS THE POINT OF BEGINNING; 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 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 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 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; 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 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 SOUTHWEST 1/4 OF SECTION 9; 1) THENCE RUN SOUTH 00°30'28" WEST, ALONG SAID WEST LINE, A DISTANCE OF 107.66 FEET; 2) THENCE DEPARTING SAID WEST LINE, 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, THENCE 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 30°56'25" AN ARC DISTANCE OF 646.07 FEET TO A POINT OF NON-TANGENCY; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN S89°13'08"E, A DISTANCE OF 120.24 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE RUN NORTH 00°46'52" EAST, ALONG SAID EAST LINE, A DISTANCE OF 535.00 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; THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 807.90 FEET; THENCE RUN SOUTH 00°30'28" WEST, 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 RUN WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) 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 1499.54 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 8; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°23'48" WEST, A DISTANCE OF 2315.45 FEET; THENCE NORTH 84°15'10" WEST, A DISTANCE OF 213.38 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN NORTH 42°26'19" WEST, A DISTANCE OF 1675.88 FEET; THENCE RUN SOUTH 47°33'41" WEST, 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, THENCE 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 NORTH 00°45'14" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2487.91 FEET TO THE POINT OF BEGINNING.

AND:

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 2,650.14 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 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 1,340.43 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN 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; THENCE 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; THENCE 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.

